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 and at the Oxnard main library, 251 South A Street during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.

CITY OF OXNARD CALIFORNIA

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

Meeting Location: Council Chambers, 305 West Third Street

December 16, 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: 891 5957 7334
3. Passcode: 444297

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/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at 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.

c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section
54956.9(d)(1))
Name of case: *Jeanette Clayton; et al. v. City of Oxnard; et al.*
Ventura County Superior Court, Case No. 56-2022-00569939-CU-PA-VTA
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section
54956.9(d)(1))
Name of case: *City of Oxnard v. Port Hueneme Water Agency* (Arbitration Proceeding)
Legislative Body: City Council

3. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Eric Sonstegard, Assistant City Manager and Steve Naveau, Director of Human Resources
Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local 1684
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:00 PM)

1. Finance Department
SUBJECT: Internal Services Workshop: Finance and Human Resources Department Presentations.
RECOMMENDATION: That the City Council receive and file an update report from the Chief Financial Officer and Human Resources Director, concerning information related to functions, priorities, challenges, and anticipated future needs.

Please click the following links to view the required Measure M pre-recorded presentation videos:

Finance Department: https://youtu.be/uj7LAcGxeRQ
Human Resource Department: https://youtu.be/zoBebmMznM4

Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, Steve Naveau, (805) 200-5400, (805) 385-7947

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.

1. SUBJECT: City Manager’s Corner: updates, announcements, clarifications, and local government fun facts on occasional Tuesdays.

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: Selection of Mayor Pro Tem.
RECOMMENDATION: That the City Council, pursuant to Government Code sections 34905 and 36801:

1. Select one of two common methods to select a Mayor Pro Tem; and
2. Select a Mayor Pro Tem to serve in the event of the Mayor's absence.

Please click the following link to view the required Measure M pre-recorded presentation videos: https://youtu.be/3kSd0IeHwo8

Legislative Body: City Council
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 November 18 and December 2, 2025, and the special meeting minutes for November 24, 2025.

Legislative Body: City Council
Contact: Luly Lopez, (805) 385-7805

2. City Manager Department
SUBJECT: Eleventh Annual Recognized Obligation Payment Schedule (ROPS) FY 26/27.
RECOMMENDATION: That the Community Development Commission Successor Agency adopt a resolution approving the Eleventh Annual Recognized Obligation Payment Schedule (ROPS) for FY 26/27 covering the period of July 1, 2026 through June 30, 2027.

(This item did not originate in Committee.)

Legislative Body: Community Development Commission Successor Agency
Contact: Alexander Nguyen, (805) 385-7430

3. City Manager Department
SUBJECT: List of City Manager Approved Contracts - Informational Only.
RECOMMENDATION: That the City Council receive and file the list of City Manager-approved contracts for the period July 1, 2025, through December 4, 2025.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

4. 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 October 2025.

(This item did not originate in Committee)

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

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

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee. Staff is available for any questions.)

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

6. Finance Department
SUBJECT: Annual Developer Fee Report (AB1600).
RECOMMENDATION: That the City Council receive and file the AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees for the fiscal year and five years ending June 30, 2025.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee. Staff is available for any questions.)

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

7. Housing Department
SUBJECT: Oxnard Housing Authority's Monthly Investment Report.
RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners receive and file the monthly investment report for the period ending October 2025.

(This item did not originate in Committee)

Legislative Body: Housing Authority
Contact: Brenda Lopez, (805) 385-8092

8. Housing Department
SUBJECT: Window Restoration Project at 201 South D Street.
RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners approve and authorize execution of a $411,062.93 firm-fixed price contract with KC Restoration Co., Inc. (Agreement No. A-8607) for the window restoration project at 201 South D Street.

(This item did not originate in committee)

Legislative Body: Housing Authority
Contact: Brenda Lopez, (805) 385-8092

9. Police Department
SUBJECT: Federal Asset Forfeiture Funds.
RECOMMENDATION: That the City Council recognize $1,717,379 in federal asset forfeiture funds, and approve a budget appropriation in the amount of $1,717,379 for the use of Federal Asset Forfeiture Funds (Fund 191) allocated to the City of Oxnard's Police Department.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

10. Police Department
SUBJECT: Phoenix Group Information Systems Agreement Amendment.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with Phoenix Group Information Systems ("Phoenix Group") (A-8504) extending the agreement one additional year; and amending the total agreement amount to a not-to-exceed amount of $1,466,277, for parking citation processing, administrative citation processing, and alarm management services.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on November 22, 2022.)

Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

11. Police Department
SUBJECT: Second Amendment to The Counseling Team International (TCTI) Agreement.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement (9507-21-PO) with The Counseling Team International (TCTI), for the provision of psychological counseling services, increasing the value of the agreement from $220,000 for a total agreement amount not to exceed $340,000 and extending the agreement through June 30, 2027.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

12. Public Works Department
SUBJECT: Resolution to Accept a Southern California Edison Quitclaim for an Existing Easement on the Oxnard Wastewater Resource Recovery Facility and Easement Deed (A-8608) (APNs 231-0-091-105 and 231-0-051-200).
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute:

    1. A resolution accepting a Southern California Edison (SCE) Company Quitclaim Easement at the Oxnard Water Resource Recovery Facility (WRRF) for APNs 231-0-091-105 and 231-0-051-200; and
    2. An Easement Deed (Agreement No. A-8608) for APNs 231-0-091-105 and 231-0-051-200.

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

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

13. Public Works Department
SUBJECT: Agreement 32600227 with Northern Digital, Inc. for Water System Supervisory Control and Data Acquisition (SCADA) Improvements Project.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Northern Digital, Inc. (NDI) for an initial term of one year from December 17, 2025, to December 16, 2026, with an option for a one-year extension ending December 16, 2027 for a total amount not to exceed $237,348.00 for the Water System Supervisory Control and Data Acquisition (SCADA) Improvements 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

14. Public Works Department
SUBJECT: Eighth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Eighth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District (VRSD) in the amount of $150,000 for a new total not-to-exceed amount of $1,300,000 and to extend the term to June 30, 2026, with one optional one-year term extension ending June 30, 2027, for monitoring and reporting of the closed Santa Clara Landfill.

(This item is a continuation of an item previously approved by the City Council on May 17, 2022.)

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

M. PUBLIC HEARINGS

1. Housing Department
SUBJECT: TEFRA Hearing - Casa de Carmen Apartments.
RECOMMENDATION: That the City Council:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing regarding the issuance of tax-exempt bond financing not to exceed $32,000,000 by the California Statewide Communities Development Authority (CSCDA) for the benefit of Community Development Partners, to provide financing for the acquisition and development of a multi-family rental housing project located at 241 West Second Street, known as Casa de Carmen Apartments (Bonds); and
2. Adopt a resolution approving the issuance of Bonds by the CSCDA.

(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/z8mi9n8KNRY

Legislative Body: City Council
Contact: Brenda Lopez, (805) 385-8092

2. Community Development Department
SUBJECT: Request to designate a property as a Historical Landmark and enter a Mills Act Contract with the City, located at 119-127 South D Street, Planning and Zoning Permit Nos. 25-680-01 (Mills Act Agreement) and 25-681-02 (Landmark Designation) (APN: 202-0-044-020).
RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing; and
2. Find the project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15331 (Historical Resource Restoration/Rehabilitation); and
3. Adopt a resolution upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as Schuster Court, located at 119-127 South D Street, as Ventura County Historical Landmark No. 184; and
4. Approve and authorize the Mayor to execute a Mills Act contract (Agreement No. A-8605) with Southern California 2022 Properties LLC (Property Owner) to maintain and preserve a historic property located at 119-127 South D Street (Landmark No. 184) for the benefit of reduction in property taxes.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Al_4IeMhbVg

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

3. Community Development Department

SUBJECT: Accessory Dwelling Unit Ordinance and Zone Text Amendment.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing;
2. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (General Rule);
3. Approve the first reading by title only and waive further reading of the proposed ordinance titled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-465 ACCESSORY DWELLING UNITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030; and
4. Approve the first reading by title only and waive further reading of the proposed ordinance titled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-20 THROUGH 16-24 AND DEVELOPMENT DESIGN REVIEW PERMIT §16-525 TO STREAMLINE DEVELOPMENT OF SINGLE-FAMILY DWELLING UNITS AND CONSOLIDATE PERMIT PROCEDURES FOR RESIDENTIAL ZONES TO OXNARD CITY CODE ARTICLE VII. PERMIT PROCEDURES. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030; and
5. Approve the first reading by title only and waive further reading of the proposed ordinance titled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-10 DEFINITIONS, § 16-622 SCHEDULE OF OFF-STREET PARKING REQUIREMENTS, AND §16-560 THROUGH 16-561.1 MODIFICATIONS TO SPECIAL USE PERMITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

Please click on the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/e3UXk4o9qaY

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

N. REPORTS

1. Police Department

SUBJECT: Agreement with Axon International, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a five-year contract (#32600172) with Axon International, Inc. (Axon), not to exceed $3,741,716.47 over five (5) years for body-worn cameras, less-lethal force equipment, and related services and subscriptions.

Please click on the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/mgexRy-us0w

Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

2. Public Works Department

SUBJECT: Ratify an Emergency Order and Approve the Public Project Agreement with Toro Enterprises, Inc. for Emergency Repairs on a Water Main on Oxnard Blvd and Date Street in an amount not to exceed $130,000.

RECOMMENDATION: That the City Council review and ratify the following:

1. The Director of Public Works' emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system;
2. Authorize the City Manager to execute an emergency Public Project Agreement with Toro Enterprises, Inc. for a total amount not to exceed $130,000.00 for Emergency Repairs on a Water Main on Oxnard Blvd and Date Street; and
3. The Director of Public Works' declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system.

(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/Wkt-uwljBJE

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

3. Public Works Department

SUBJECT: Adoption of Ordinance No. 3071 Amending the Solid Waste Rates/Fees Ordinance to Change Single Family Residential Rates.

RECOMMENDATION: That the City Council adopt Ordinance No. 3071 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 19-203(A)(1) OF CHAPTER 19, ARTICLE II, DIVISION 7 OF THE OXNARD CITY CODE PERTAINING TO THE SINGLE FAMILY RESIDENTIAL SOLID WASTE RATES."

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on November 18, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/tgKSe6R_1HY

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

O. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

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

DATE: December 16, 2025

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org
Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Internal Services Workshop: Finance and Human Resources Department Presentations.

RECOMMENDATION

That the City Council receive and file an update report from the Chief Financial Officer and Human Resources Director, concerning information related to functions, priorities, challenges, and anticipated future needs.

Please click the following links to view the required Measure M pre-recorded presentation videos:

Finance Department: https://youtu.be/uj7LAcGxeRQ
Human Resource Department: https://youtu.be/zoBebmMznM4

BACKGROUND

The Human Resources and Finance presentations are intended to provide context to the City Council regarding the functions of these departments and to present relevant indicators of workload demands and reporting requirements. The presentation also provides information about departmental priorities, challenges, and anticipated future needs.

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: Javier Chagoyen-Lazaro, Chief Financial Officer, Steve Naveau, Human Resources Director

ATTACHMENTS

1. Finance Presentation
2. Human Resources Presentation

Finance Department Overview

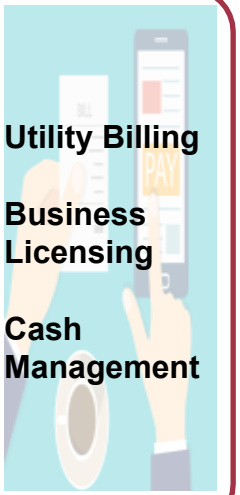
City Council Meeting
December 16, 2025

CITY OF OXNARD CALIFORNIA

Finance Department Overview

Finance

Billing and Licensing



- Utility Billing
- Business Licensing
- Cash Management

Purchasing

- Solicitations
- RFPs
- Purchase Orders
- Contracts
- Disposition

General Accounting

- Accounts payable
- Accounts Receivable
- Debt Management
- Capital assets
- Reporting

Budget

- Budget
- Transparency Portal
- Reporting

Internal Controls

Billing and Licensing

- **Cash Management:**
  - Monitoring and coding transactions worth $1.5 billion in fiscal year 2024-25
- **Utility Billing:** Water, Wastewater, and Solid Waste
  - Over 40,000 accounts are billed monthly, generating almost half a million invoices a year, with a complex rate structure
  - Customer service at the Service Center
  - Work orders for CD and PW
- **Business Licensing:**
  - Over 11,000 new business applications and renewal

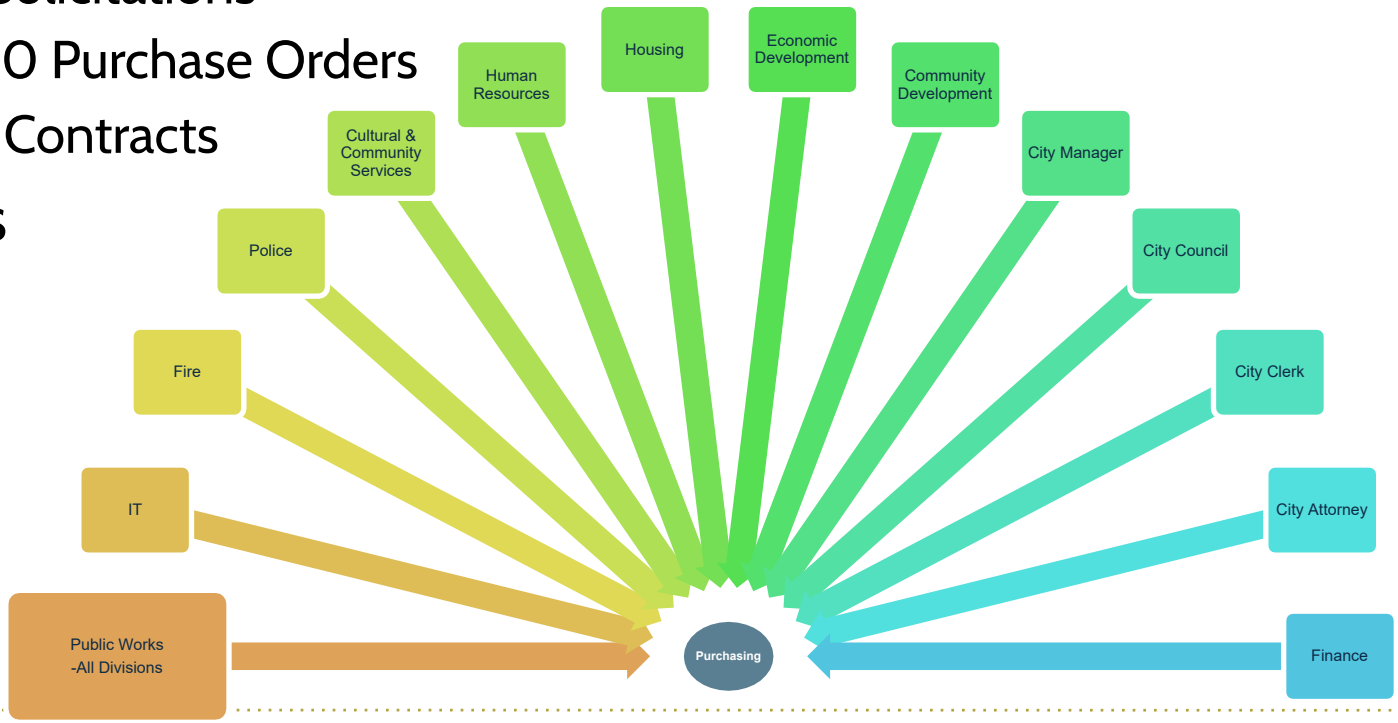






Purchasing

- Contracts for good and services
  - Over 120 Solicitations
  - Over 2,000 Purchase Orders
  - Over 500 Contracts
- Mail services



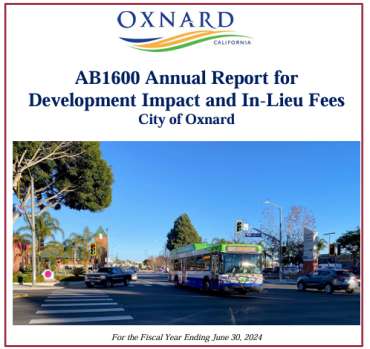
General Accounting

- Accounts Payable
- Accounts Receivable
- Cash Receipt Posting
- Grant Administration
- Debt Administration
- Capital Assets
- Annual Audit
- Financial Reporting (ACFR, AB 1600, ROPS, State Controller's, Street)

GASB GOVERNMENTAL ACCOUNTING STANDARDS BOARD

US GAAP







Budget

- Annual Budget Preparation
- Mid-year Review
- Transparency Reports

  https://www.oxnard.gov/open-government



Learn more about the City's finances by clicking on the following links:

[General Fund](#)
[Measure O](#)
[Enterprise Funds (Utilities)](#)
[Contracts Over $220,000](#)
[Contracts $100,001 - $220,000](#)
[Monthly Revenue & Expense](#)
[Special Districts](#)
[Cash Balances by Fund](#)
[Accounts Payable](#)

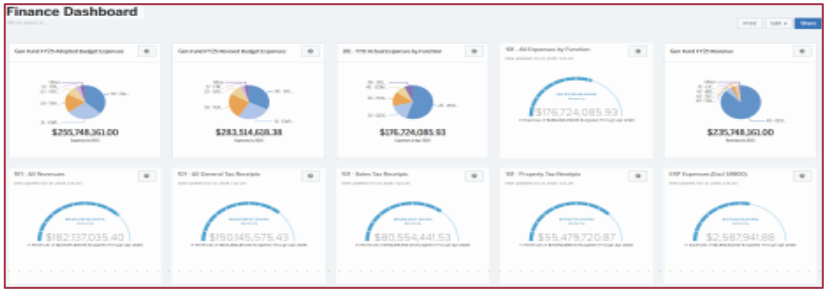




Internal Controls

- Internal Controls
  - COSO Framework
  - Annual Review Plan
  - Controls implemented in ERP
    - Automated Real-Time Budget Checks
    - Workflows defined to match City ordinances and policies
    - Appropriate segregation of duties



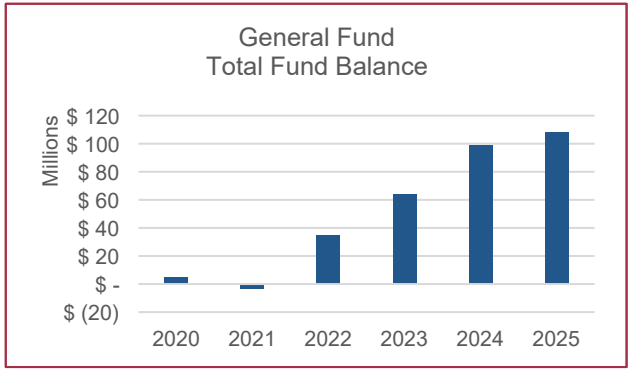




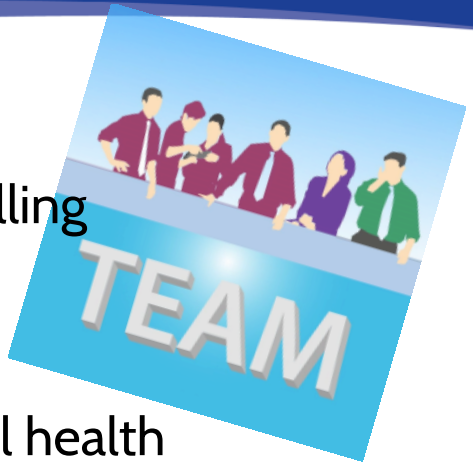
Accomplishments

- Improving financial position of the City
  - S&P Credit Ratings Upgrades
  - Meeting Policy target reserves in General Fund
- Improving financial systems
  - ERP, Budget Software
  - Incorporating internal controls in daily transactions
- Increasing transparency: Financial reporting Tool
  - Monthly financial reports, contracts, payments
- New Procurement Ordinance





Challenges and Future Priorities



- Workforce Stability
- ERP implementation: Permitting and Licensing, Utility Billing
- Uncertainty: Volatility at State and Federal
- Implementing new GASB Standards
- Meeting future City financing needs maintaining financial health
- Application of AI to improve efficiency and effectiveness







CITY OF OXNARD CALIFORNIA

Questions?

Internal Services Workshop

Human Resources

Presented by:

Steve Naveau	Megan Ferguson	Alisha Eckberg	Lauren Bueling
HR Director	HR Manager	HR Manager	HR Supervisor

City Council Meeting
December 16, 2025



Human Resources Overview

BY THE NUMBERS



Human Resources Overview

WHAT GUIDES OUR WORK?



City Ordinances

Oxnard City Code, Chapter 3: Employer-Employee Relations



Contracts & Policies

Memoranda of Understanding with Bargaining Units
City Personnel Rules & Regulations



Strategic Priorities

Organizational Effectiveness:

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.

Recruitment & Employee Relations Division



Managing the City's full recruitment process, leading employee & labor relations, and overseeing classification and compensation

Recruitment

Recruit and hire qualified professionals to serve the Oxnard community using hiring processes that are competitive and effective and in accordance with all applicable laws, regulations, and statutes

Employee & Labor Relations

Serve as a strategic partner to departments, provide personnel management support, and ensure consistent application of collective bargaining agreements, personnel rules, and disciplinary actions

Classification & Compensation

Classify employees into appropriate classifications, maintain competitive pay structures, conduct market analyses, review position changes, and ensure fair and equitable pay practices

Learning & Development Division



Strengthening the City's workforce through comprehensive training, performance management, and employee engagement initiatives

Training and Development

Deliver high-quality training programs that promote the City’s core competencies, and track employee participation in required and elective training courses

Performance Management

Administer the annual performance evaluation program for full-time, permanent employees and provide training to employees and supervisors on feedback and goal-setting

Employee Engagement

Develop programs that improve employee retention, engagement, and satisfaction

Payroll & Employee Benefits Division



Facilitating the timely and accurate processing of payroll and benefit activities, and managing labor reporting, compliance, and employee data management

Position Control

Manage employee data and process over 1,700 changes to employee records annually

Employee Benefits

Manage open enrollment, process changes for Medical, Dental, Vision, and Supplemental insurance, and host the annual employee Benefit Fair

Payroll

Process bi-weekly payroll for approximately 1,650 employees per pay period

Risk Management Division



Safeguarding City resources and minimizing loss

Workers Compensation

Oversee and manage programs with assistance of Third Party Administrators

General Liability

Oversee and manage programs with assistance of Third Party Administrators

Insurance Coverage

Purchase and manage various insurance products for City assets, and collect and verify insurance for contractors and outside vendors

Employee Safety

Manage and ensure employees receive any mandated safety training as appropriate

CITY OF OXNARD CALIFORNIA

Questions?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

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

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Selection of Mayor Pro Tem.

RECOMMENDATION

That the City Council, pursuant to Government Code sections 34905 and 36801:

1. Select one of two common methods to select a Mayor Pro Tem; and
2. Select a Mayor Pro Tem to serve in the event of the Mayor's absence.

Please click the following link to view the required Measure M pre-recorded presentation videos: https://youtu.be/3kSd0IeHwo8

BACKGROUND

On December 11, 2024, the Mayor announced that the Mayor Pro Tem position would be for a one-year term. California Government Code sections 34905 and 36801 do not specify a fixed term of office for the Mayor Pro Tem; instead, the individual serves at the pleasure of the City Council.

The Mayor is the presiding officer at Council meetings, with the Mayor Pro Tem filling that role in the Mayor's absence. Both the Mayor and Mayor Pro Tem have the same voting power as any other council member.

State law does not provide a selection process. One way to choose would be to open the floor to nominations and take a vote once all nominations have been made. Any member can make a nomination, and may nominate him/herself. A majority of members present is required to make the selection.

Another common method of selection is to appoint the Mayor Pro Tem from among the Council members in order of seniority.

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. Selection of Mayor Pro Tem

Selection of Mayor Pro Tem

City Council

December 16, 2025

Luly López, City Clerk

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council, pursuant to Government Code sections 34905 and 36801:

1. Select one of two common methods to select a Mayor Pro Tem; and

2. Select a Mayor Pro Tem to serve in the event of the Mayor's absence.

BACKGROUND

On December 11, 2024, the Mayor announced that the Mayor Pro Tem position would be for a one-year term. California Government Code sections 34905 and 36801 do not specify a fixed term of office for the Mayor Pro Tem; instead, the individual serves at the pleasure of the City Council.

The Mayor is the presiding officer at Council meetings, with the Mayor Pro Tem filling that role in the Mayor's absence. Both the Mayor and Mayor Pro Tem have the same voting power as any other council member.

BACKGROUND

State law does not provide a selection process. One way to choose would be to open the floor to nominations and take a vote once all nominations have been made. Any member can make a nomination, and may nominate him/herself. A majority of members present is required to make the selection.

Another common method of selection is to appoint the Mayor Pro Tem from among the Council members in order of seniority.

ANY QUESTIONS?



CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the regular meeting minutes for November 18 and December 2, 2025, and the special meeting minutes for November 24, 2025.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS
1. City Council meeting of November 18, 2025
2. City Council of November 24, 2025 special meeting
3. City Council meeting of December 2, 2025

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
November 18, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:34 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Mayor Luis A. Mc Arthur were present. Councilmembers Gabriela Basua and Bert E. Perello arrived at 4:36 p.m. The City Clerk stated that the agenda was posted on Thursday, November 6, 2025 and the amended agenda on Wednesday, November 12, 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 Fischer, City Attorney and Lourdes A. López, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. At 4:36 p.m., the City Council recessed to a closed session.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)).
Name of case: unspecified (disclosure would jeopardize service of process)
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section
54956.9(d)(1))
Name of case: *Daniel Llamas Sandoval v. City of Oxnard; et al.*
Ventura County Superior Court, Case No. 2023CUPP014956
Legislative Body: City Council

At 5:20 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.

D. APPOINTMENT ITEMS (5:00 PM)

1. Public Works Department
SUBJECT: Public Works Department Workshop - Day 2: Capital Improvement Program (CIP), Operations, and Maintenance. (60 minutes)

RECOMMENDATION: That the City Council receive and file an update report from the Public Works Director, City Engineer, and Assistant Public Works Directors, concerning information related to the Capital Improvement Projects, Operations, and Maintenance in the Public Works Department as it relates to quality of life, infrastructure, and natural resources.

The Public Works Director presented and commented on the need to invest more into capital improvements and deferred maintenance. Discussion ensued among the Council and staff. No public comments were received.

No action was required, this is a receive and file.

E. OPENING CEREMONIES (6:00 PM)

At 6:00 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Mayor Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, November 6, 2025 and the amended agenda on Wednesday, November 12, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Lester John Capuyona, a student at Hueneme High School.

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; Michelle McCarron, Assistant City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Michael Wolfe, Public Works Director; Anthony Miller, Special Districts Manager; Rob Ruben, Chief Informational Officer; Steve Naveau, Human Resources Director; Lauren Bueling, Admin Services Admin/Supervisor and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating December 1, 2025 as "World AIDS Day."

   The proclamation was continued to December 2, 2025.

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

Public comments were received from Jessica Castillo; Lt. David Aviles; Robert Young; Joseph Dobzynski, Jr.; Greg Runyon; Melissa Munoz; KC Rodriguez; Doug Partello and Keith Flanagan.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

I. CITY COUNCIL/HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

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

Councilwoman Rodriguez requested an update on the Commission on Homelessness.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. L-4 and L-7 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the regular meeting minutes of City Council for November 3, 2025.

3. Community Development Department
SUBJECT: Adoption of Ordinance No. 3070 for California Building Standards and Property Maintenance Codes.
RECOMMENDATION: That the City Council adopt **Ordinance No. 3070** amending Articles II through XIII, XV, and XVI, of Chapter 14 of the Oxnard City Code pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, California Historical Building Code, California Electrical Code, California Existing Building Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, California Energy Code, California Wildland-Urban Interface Code, Fire Codes, and Fire Sprinklers; creating Article XXIX pertaining to the International Property Maintenance Code, and the Uniform Code for the Abatement of Dangerous Buildings.

(This item did not originate in Committee.)

4. 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 September 2025.

(This item did not originate in Committee)

6. Information Technology Department
SUBJECT: Correction of Lease Agreement with Toshiba Business Solutions
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a lease order form with a monthly payment amount of $12,636.68 for Agreement number 32600026 with Toshiba America Business Solutions, which was previously approved by Council on June 26, 2026, with a not to exceed amount of $820,424.88, for citywide managed print, scan and copy services.

(This item did not originate in Committee.)

7. Information Technology Department
SUBJECT: First Amendment to Hireclout Inc. Professional Services Agreement for IT Recruitment Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Professional Services Agreement No. 32600052 with Hireclout Inc. in the amount of $1,130,000 for a new, not-to-exceed agreement value of $1,350,000 and extend the agreement term to June 30, 2027, for information technology contractor and recruitment services.

(Finance and Governance Committee approved 3-0 on October 28, 2025)

8. Information Technology Department
SUBJECT: First Amendment to Kore1 LLC Professional Services Agreement for IT Recruitment Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Professional Services Agreement No. 32600051 with Kore1 LLC in the amount of $680,000 for a new, not-to-exceed agreement value of $900,000 and extend the agreement term to June 30, 2027, for information technology contractor and recruitment services.

(Finance and Governance Committee approved 3-0 on October 28, 2025)

9. Information Technology Department
SUBJECT: Purchasing Authorization - Frontier Communications Inc.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Frontier Communications Inc. (32600201) for three years with a not to exceed amount of $524,605 for telephone services to the City.

(Finance and Governance Committee approved 3-0 on October 28, 2025)

10. Public Works Department
SUBJECT: Amend the Approval of a Purchase Order for a Vacuum Truck for the Public Works Water Division.
RECOMMENDATION: That the City Council amend the approval of the purchase order from The Charles Machine Works to Pape D.W., Inc. dba Ditch Witch West, 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).

(This item did not originate in Committee as this item was previously approved by the City Council on October 7, 2025.)

Consent Item Nos. L-1, L-3, L-6, L-8, L-9 and L-10
It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Perez, to approve the Information/Consent items as presented. VOTE: Perello, Perez, Rodriguez, Starr, Basua, Teran and Mc Arthur voted in favor. The motion carried 7-0.

*Consent Item No. L-2 and L-5 are in the official Oxnard Housing Authority minutes.

Consent Item No. L-4
The Chief Financial Officer was available to answer questions. Councilman Starr would like to see the revenue and expenditure reports for some of the others funds. Discussion ensued among the Council and staff. No public comments were received.

No action was required, this is a receive and file.

Consent Item No. L-7
The Chief Information Officer presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

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

OXNARD HOUSING AUTHORITY

At 7:25 p.m., the joint meeting with the Oxnard Housing Authority concluded.

M. REPORTS

1. City Manager Department

SUBJECT: Seek State approval of proposed four-year agreement to transition Ormond Beach Power Plant to battery storage with $45M of investments in South Oxnard to create a South Oxnard-based non-profit legal aid organization to service low-income residents in the areas of immigration, housing, and employment rights, and to fund the creation of a public facility that serves the South Oxnard community. (10 minutes)

RECOMMENDATION:

1. That the City Council approve staff's effort to seek State approval of the proposed four-year agreement to transition Ormond Beach Power Plant to battery storage with $45M of investments in South Oxnard to create a South Oxnard-based non-profit legal aid organization to service low-income residents in the areas of immigration, housing, and employment rights, and to fund the creation of a public facility that serves the South Oxnard community.
2. That the City Council authorize the City Manager or his designee to sign the agreement and associated documents.

(This item did not originate in Committee)

The City Manager announced a change to staff's recommendation, in that Section 3 of the proposed agreement with GenOn has been modified to read as follows:

3. The City and GenOn shall coordinate to implement the Transition Plan of the Ormond Beach Generating Station units to a new energy resource, including thermal operations extension, in all regulatory proceedings- SACCWIS, CEC, SLC, CPUC, CAISO and with the Governor's office in order to ensure the State of California affirms a date-certain closure of the Ormond Beach Generating Station.

Public comment were received from Arthur Valenzuela, Jr., Eric Watts, Tom Di Ciolli, Alex Mantanona, Aurora Rugerio, Maria Huapalcalco, Lucia Marquez, Angela Whitecomb, Bill Hickman, Fatima Agredano, Sandi Hernandez, Jocelyn Corona, Joan Thorp, Primitiva Hernandez and Claudia G.

RECESSED

The City Council took a break at 9:05 p.m. and resumed at 9:12 p.m.

At 9:12 p.m., *it was moved by Mayor Pro Tem Teran, seconded by Councilwoman Rodriguez,* to extend the meeting past 10:00 p.m. VOTE: Rodriguez, Starr, Basua, Perello, Teran, Perez and Mc Arthur voted in favor. The motion carried 7-0.

Public comments continued: Sarah Wilczewski, Joseph Dobzynski, Jr., Cesar Campos, Melissa Munoz, Jessica Vasquez, Joy Kobayaski; Elma del Aguila; Vanessa Valdez; KC Rodriguez, Molly McCoy, Christian Sanchez, Jessica Vargas; Noemi Tungui, Ivan Vega, Andy Conli, Barbara Macri-Ortiz, Nilo del Aguila, Doug Partello, Alicia Percell, Cynthia Salas, Manuel Herrera; Bev Dransfeldt; Angel Garcia and Debbie Mitchell.

Written comments were received from: Steven Nash; Blanca Ortega; Christina Zubko; Eric Hernandez; David Caskey; Brooke Balthaser; Denae Lassen; Jeffrey Scarberry; Julie Rose Manriquez Dowell; Julia Dowell; David Gilbertson; Kitty Merrill and Peter Dixon.

The City Manager, Chief Assistant City Attorney and Assistant City Manager Golden were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilwoman Basua, to approve the recommended action. VOTE: Rodriguez, Perello, Perez and Basua voted in favor; Councilmembers Starr, Teran and Mayor Mc Arthur voting no. The motion carried 4-3.

2. City Manager Department
SUBJECT: City of Oxnard Commitment To Provide Matching Funds of $600K For One Additional Ventura County Public Defender Attorney Position Over Three Years. (10 minutes)
RECOMMENDATION: That the City Council

1. Commit to provide matching funds of $600K for one additional Ventura County Public Defender Attorney position over three years.
2. Direct the City Manager to enter into an MOU on behalf of the City with the Ventura Public Defender's Office for a three-year period, not to exceed $600K.
3. Authorize the City Manager to administratively appropriate $200,000 from the General Fund (101) available fund balance for FY 2025-26 after the signature of the MOU with the County of Ventura.

(This item did not originate in Committee)

At 11:34 p.m., Mayor Pro Tem Teran recused himself due to a potential conflict of interest (remote interest) with the County of Ventura.

The City Manager presented and was available to answer questions. Discussion ensued among the Council and staff.

Public comments were received from Elizabeth E, Arthur Valenzuela, Jr., Griselda Reyes Basurto, Veronica Hernandez, Samuel Julio, Maria Ricon, Julio Almazan, Eulalia Mendoza, Juvenal Solano, Juan Carlos Diaz, Alondra Mendoza, Josue Vasquez, Ilien Tolteca, Violeta Murillo, Fernando Hernandez, Genevieve Flores-Haro, Noemi Tungui, Christian Sanchez, Odette Moran, Eva Rosette, Sarah Wilczewski, Joseph Dobzynski, Jr., KC Rodriguez, Ivan Vega, Jessica Vargas de Ruiz, Barbara Macri-Ortiz, Claudia G, Doug Partello, Cynthia Salas, Steven Auclair, Bev Dransfeldt, Manuel Herrera, Vanessa Valdez and Elma del Aguila.

Written comments were received from: Blanca Ortega, Erica Hernandez; Heather Schmidt; Debbie Thompson; Brian Schumacher and Karen Corcoran.

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez and Mc Arthur voted in favor; Councilman Starr voted no. The motion carried 5-1. Mayor Pro Tem Teran recused himself.

On Wednesday, November 19, 2025 at 1:58 a.m., Mayor Pro Tem Teran was present.

3. Finance Department
SUBJECT: Item Removed from the agenda

6. Public Works Department
SUBJECT: Channel Island Harbor Water Quality Update from the Channel Island Neighborhood Council Marine Advisory Committee. (10 minutes)
RECOMMENDATION: That the City Council receive and file an update regarding Channel Island Harbor water quality from the Channel Island Neighborhood Council Marine Advisory Committee.

(Live presentation by the Marine Advisory Committee.)

(Public Works and Transportation Committee approved 3-0 on September 23, 2025)

The Special Districts Manager introduced Chuck Carter, Tom McNally and George Bregante with the Channel Islands Neighborhood Council Marine Advisory Committee. Mr. Carter shared with the Council all the outreach that has been done

to help the City and County to raise funds for water testing. He stated that the water is not getting better on its own, and it will continue to be degraded until we can restore circulation or reduce the source control. Mr. Carter was available to answer the Council's questions.

Public comment was received from Debbie Mitchell. Discussion ensued among the Committee and staff.

No action was required, this is a receive and file.

4. Finance Department
SUBJECT: Sixth Amendment to the Existing Agreement with Tyler Technologies, Inc. for Software as a Services– Agreement No. A-8767-19-IT. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Sixth Amendment to the Software as a Service Agreement with Tyler Technologies, Inc. (A-8767-19-IT) for the implementation of My Civic Software and the ongoing My Civic annual fees as well as thirty-seven (37) licenses to optimally operate the Enterprise Permitting & Licensing module of the Tyler software, increasing the contract amount by $308,524.00 for a new total agreement amount not to exceed $11,808,524.

(This item did not originate in Committee)

The Chief Financial Officer 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 Mayor Pro Tem Teran, to approve the recommended action. VOTE: Basua, Perello, Perez, Teran, Starr and Mc Arthur voted in favor. The motion carried 6-0. Councilwoman Rodriguez was absent.

5. Human Resources Department
SUBJECT: Resolution Approving the Ratified Tentative Agreement with the Service Employee International Union, Local 721. (10 minutes)
RECOMMENDATION: That the City Council adopt **Resolution No. 16,012** approving the tentative agreement with the Service Employees International Association, Local 721.

(This item did not originate in Committee.)

The Human Resources Director and Admin Services Admin/Supervisor presented and were available to answer questions. Discussion ensued among the Council and staff.

No public comments were received.

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Basua, to approve the recommended action. VOTE: Perello, Perez, Teran, Basua and Mc Arthur voted in favor; Councilman Starr voted no. The motion carried 5-1. Councilwoman Rodriguez was absent.

7. Public Works Department
SUBJECT: Amendment of the Solid Waste Rates/Fees Ordinance to Change Single Family Residential Rates. (15 minutes)
RECOMMENDATION: That the City Council review and approve the first reading by title only and waive further reading of an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 19-203(A)(1) OF CHAPTER 19, ARTICLE II, DIVISION 7 OF THE OXNARD CITY CODE PERTAINING TO THE SINGLE FAMILY RESIDENTIAL SOLID WASTE RATES.

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on April 16, 2024.)

The Public Works Director and Assistant City Attorney McCarron presented and were available to answer questions. Discussion ensued among the Council and staff.

Public comments were received from Alicia Percell who read the comments from John Barrick.

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

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting on Wednesday, November 19, 2025 at 2:20 a.m.

_____ _____

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
November 24, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor Pro Tem Gabriel Teran presided and called to order the special meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Gabriela Basua (arrived at 4:32 p.m.); Bert E. Perello; Michaela Perez; Gabriela Rodriguez and Gabriel Teran were present. Mayor Luis A. Mc Arthur and Councilman Aaron Starr were absent. The City Clerk stated that the agenda was posted on Tuesday, November 18, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Kenneth Rozell, Chief Assistant City Attorney; Michelle McCarron, Assistant City Attorney; Jason Zaragoza, Assistant City Attorney; Ashley Golden, Assistant City Manager, Eric Sonstegard, Assistant City Manager and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. At 4:32 p.m., the City Council recessed into a closed session.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)).
Name of case: City of Oxnard, ex rel, Moving Oxnard Forward, Inc. v. Eadie+Payne LLP, et al, Ventura Superior Court Case No. 2025CUNP042170.
Legislative Body: City Council

At 4:55 p.m., the City Council reconvened in an open session in the Council Chambers. The Chief Assistant City Attorney announced that there are no reportable actions out of closed session.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem Teran adjourned the meeting at 4:56 p.m.

LOURDES A. LÓPEZ
City Clerk

GABRIEL TERAN
Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
December 2, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:31 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Mayor Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, November 20, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Steve Naveau, Human Resources Director; Jason Benites, Police Chief 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. At 4:33 p.m., the City Council recessed to a closed session.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: *Kevin Thompson v. City of Oxnard*
Workers' Compensation Case No.: ADJ16474439
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: *Jodie Schwabauer v. City of Oxnard*
Workers' Compensation Case Nos.: ADJ16534100, ADJ16534076, ADJ16533741, and ADJ16534043
Legislative Body: City Council

3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: *Ramiro Albarran v. City of Oxnard*
Workers' Compensation Case Nos.: ADJ18892402, ADJ14352365, ADJ19907369, ADJ14352336, and ADJ14352367
Legislative Body: City Council

At 5:29 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.

D. APPOINTMENT ITEMS (5:00 PM)

1. Fire and Police Department
SUBJECT: Public Safety Workshop: Police Department and Fire Department Presentations.
RECOMMENDATION: That the City Council receive and file an update report from the Police Chief and Fire Chief, concerning information related to functions, priorities, challenges, and anticipated future needs.

The Fire and Police Chiefs presented and discussed departmental challenges and were available to answer questions. Discussion ensued among the Council and staff.

Public comments were received from Ray Blattel, Alicia Percell, Greg Runyon and virtual speaker ending in 1622.

No action was required, this is a receive and file.

E. OPENING CEREMONIES (6:00 PM)

At 7:01 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran, Gabriela Basua and Mayor Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, November 20, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Lily Stremcha, a student at Del Sol High School, followed by a moment of silence to remember Kenneth Austin, a long-time employee with the Information Technology Department who passed away on November 2, 2025.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Michelle McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Tim Beaman, Assistant Public Works Director; Anthony Miller, Special Districts Manager; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. SUBJECT: SUBJECT: Presentation of a Proclamation Designating December 1, 2025 as "World AIDS Day."

   Mayor Mc Arthur presented the proclamation to Celia Daniels and Elaine Ibarra of Diversity Collective Ventura County, who thanked the City Council for the recognition and offered brief remarks.

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

Public comments were received from Alicia Percell; Clauid G; Valeria Reyes; Marlen R; Victor Solis; Larry Barbarine and Chris Cisneros.

H. REPORT OF CITY MANAGER

The City Manager commented on updates regarding the upcoming Tamale Festival, the Oxnard Christmas Parade, Santa to the Sea, the Santa Float Tours, and acknowledged a Special Guest from the North Pole and special elf Cinnamon who were present.

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

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

Councilwoman Perez requested a resolution to oppose new offshore and gas leasing off the Central Coast.

Councilwoman Rodriguez stated that Open Door Studio is requesting to use two rooms at the Carnegie Art Museum.

1. City Clerk Department
   SUBJECT: Appointment of Member to Serve on the City's Community Relations Commission.
   RECOMMENDATION: That the Mayor, with the concurrence of the City Council, make the following appointment to the Community Relations Commission: Rene Camper-Stewart (D4).

   (This item did not originate in Committee.)

   No public comments were received.

   Councilwoman Rodriguez’s comments addressed her choice of Rene Camper-Stewart.

It was moved by Mayor Mc Arthur, seconded by Councilman Starr, to approve the appointment of Rene Camper-Stewart to the Community Relations Commission. VOTE: Perez, Rodriguez, Starr, Basua, Teran, Perello and Mc Arthur voted in favor. The motion carried 7-0.

J. REVIEW OF INFORMATION/CONSENT AGENDA

The City Clerk announced the removal of Item L-1 from the agenda. Item Nos. L-3, L-5, L-6 and L-7 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the City Council approve the regular meeting minutes for November 18, 2025.
   *Removed from the agenda

2. City Manager Department
   SUBJECT: Approve a Budget Appropriation for Gene and Jerry Jones Foundation Donations from Fiscal Years 2022, 2023, and 2024.
   RECOMMENDATION: That the City Council approve and authorize an appropriation of $37,500 from the General Fund (Fund 101) available fund balance to transfer donations received from the Gene and Jerry Jones Foundation to a Contribution Trust Fund (Fund 571), as well as the corresponding transfer in and appropriation (Fund 571) in the same amount.

   (This item did not originate in Committee.)

3. Fire Department
   SUBJECT: Closest Resource Automatic Aid Agreement between the City of Oxnard Fire Department, the City of Ventura Fire Department, and the Ventura County Fire Protection District.
   RECOMMENDATION: That the City Council:

   1. Approve the formal adoption of a Closest Resource Automatic Aid Agreement (A-8602) between the Oxnard Fire Department, the Ventura Fire Department, and the Ventura County Fire Protection District; and

2. Authorize the Fire Chief to execute the Closest Resource Automatic Aid Agreement.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on October 28, 2025.)

4. Finance Department
SUBJECT: City's Monthly Investment Report for the period ending October 31, 2025.
RECOMMENDATION: This is an information item for the City Council to receive and file.

(This item did not originate in Committee.)

5. Public Works Department
SUBJECT: Purchase of Walking Floor Transfer Trailers and Deep Drop Tipper Transfer Trailers for the Environmental Resources Division.
RECOMMENDATION: That the City Council approve and authorize:

1. The Purchasing Agent to execute a Purchase Order with The Trailer Company, Inc. for a total contract amount not to exceed $1,400,000 for the purchase of four Walking Floor Transfer Trailers and seven Deep Drop Tipper Transfer Trailers; and
2. A budget appropriation of $228,207 from the available fund balance in the Environmental Resources Development Fund (634).

(Public Works and Transportation Committee approved 3-0 on October 28, 2025)

6. Public Works Department
SUBJECT: Third Amendment to Agreement 32400183 with Black Gold Industries for On-Call Citywide Hazardous and Unknown Waste Identification, Collection, and Disposal Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment with Black Gold Industries, increasing the amount by $420,000 for a new total contract value of $920,000 for known and unknown hazardous waste identification, collection, and disposal services.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on October 17, 2023.)

7. Public Works Department
SUBJECT: Special Tax and Bond Accountability Act Reports (SB 165)/CFD Annual Reports for Fis
RECOMMENDATION: Staff recommends the City Council receive and file the Special Tax and Ac
Year Ending June 30, 2025.

(This item did not originate in Committee.)

Consent Item No. L-2
It was moved by Mayor Pro Tem Teran, seconded by Councilman Starr, to approve the Information/Consent items as presented. VOTE: Rodriguez, Starr, Basua, Teran, Perello, Perez and Mc Arthur voted in favor. The motion carried 7-0.

Consent Item No. L-3

At 8:09 p.m., Mayor Pro Tem Teran recused himself due to an abundance of caution with his professional work with the County of Ventura on Item No. L-3.

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

It was moved by Councilmember Perello, seconded by Councilwoman Perez, to approve Information/Consent Item L-3 as presented. VOTE: Starr, Basua, Perello, Perez, Rodriguez and Mc Arthur voted in favor. The motion carried 6-0. Mayor Pro Tem Teran recused himself.

At 8:11 p.m., Mayor Pro Tem was present.

Consent Item No. L-4
No action was required, this is a receive and file.

Consent Item No. L-5
The Public Works Director and Assistant Public Works Director Yanez presented and were available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilman Starr, to approve Information/Consent Item L-5 as presented. VOTE: Basua, Teran, Perello, Perez, Rodriguez, Starr and Mc Arthur voted in favor. The motion carried 7-0.

Consent Item No. L-6
The Public Works Director and Assistant Public Works Director Yanez presented and were available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Mayor Pro Tem Teran, seconded by Councilman Starr, to approve Information/Consent Item L-6 as presented. VOTE: Teran, Perello, Perez, Rodriguez, Starr, Basua and Mc Arthur voted in favor. The motion carried 7-0.

Consent Item No. L-7
The Public Works Director and Special Districts Manager presented and were available to answer questions. Discussion ensued among the Council and staff. No public comments were received. No action was required, this is a receive and file.

M. PUBLIC HEARINGS

N. REPORTS

1. Public Works Department
SUBJECT: Public Project Agreement 32600204 with Filanc for Primary Clarifiers & Activated Sludge Tank Improvement Project, Specification No. PW 21-17.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $56,174,906 in Project funds for the Primary Clarifiers & Activated Sludge Tank Improvement Project, Specification No. PW 21-17;
2. The Mayor to Execute an Agreement with Filanc in the amount of $46,812,422 for the Project and approve a Project contingency amount of $4,681,242 (~10%) with Filanc for a total not to exceed value of $51,493,664 for the Project;
3. A Project allocation amount of $4,681,242 (~10%) for engineering, inspection, survey and project management for the Project;
4. A project budget appropriation in the amount $22,579,552 from the Wastewater Bonds/State Revolving Fund (SRF) (617), as well as the corresponding transfers in the Wastewater Capital Fund (612) for the Primary Clarifiers & Activated Sludge Tank Improvement Project (C1814);
5. A project budget appropriation in the amount $5,000,000 from the Wastewater Operating Fund (Fund 611), as well as the corresponding transfers in the Wastewater Capital Fund (612) for the Wastewater Collection Gravity Main Improvements Project (C2309);
6. Project budget unappropriations in the total amount of $18,950,159 from the Wastewater Bonds/State Revolving Fund (SRF) (Fund 617), consisting of $5,000,000 for the Wastewater Collection Gravity Main Improvements Project (C2309) and $13,950,159 for the Oxnard Wastewater Treatment Plant (OWTP) Reliability Project (C2201) as well as the corresponding transfers in the Wastewater Capital Fund (612) in both projects; and
7. A project budget unappropriation in the amount $3,397,350 from the Wastewater Operating Fund (611) and corresponding transfers in the Wastewater Capital Fund (612) for the Primary Clarifiers & Activated Sludge Tank Improvement Project (C1814).

(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.

No public comments were received.

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

2. Public Works Department
SUBJECT: Agreement 32600128 with Carollo Engineers, Inc. for Construction Management services for the Primary Clarifiers and Activated Sludge Improvements Project PW 21-17.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineers, Inc. for an initial term of three years from December 3, 2025, to December 2, 2028, with the option for two consecutive one-year period extensions ending December 2, 2030, for a total amount not to exceed $3,781,680 for Construction Management and Inspection services for the Primary Clarifiers and Activated Sludge Tank Improvement Project PW 21-17.

(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, Assistant Public Works Director and Assistant City Attorney McCarron presented and were available to answer questions. Discussion ensued among the Council and staff.

No public comments were received.

At 9:00 p.m., Councilwoman Basua was absent.

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

At 9:04 p.m., Councilwoman Basua was present.

3. Public Works Department

SUBJECT: Fifth Amendment to Professional Services Agreement A-8294 with Brown and Caldwell for Primary Clarifiers and Activated Sludge Basins Improvement Project PW 21-17.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fifth Amendment to a Professional Services Agreement with Brown and Caldwell to increase the not-to-exceed amount from $1,349,868 to $2,609,075 and extend the term to June 30, 2028, for additional engineering services during construction required for the Primary Clarifiers & Activated Sludge Improvements PW 21-17.

(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.

No public comments were received.

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

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 9:20 p.m.

_____ _____

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: December 16, 2025

TO: Community Development Commission Successor Agency

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Eleventh Annual Recognized Obligation Payment Schedule (ROPS) FY 26/27.

RECOMMENDATION

That the Community Development Commission Successor Agency adopt a resolution approving the Eleventh Annual Recognized Obligation Payment Schedule (ROPS) for FY 26/27 covering the period of July 1, 2026 through June 30, 2027.

(This item did not originate in Committee.)

BACKGROUND

As part of the 2011 Budget Act and to protect funding for core public services at the local level, the California Legislature approved the dissolution of the state's four hundred Redevelopment Agencies (RDAs). On February 1, 2012, all RDAs in the state of California were officially dissolved. As a result of eliminating RDAs, property tax revenues that had gone to RDA projects and programs are now used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, each city formed a Successor Agency (SA), which manages ongoing redevelopment projects, makes payments on enforceable obligations, and disposes of redevelopment assets and properties. In the City of Oxnard, the City Council acts as the SA to Oxnard's former RDA, the Community Development Commission. Each SA has an Oversight Board (OB) that supervises its work. As specified in California Senate Bill 107, beginning on July 1, 2018, all OBs in the county were consolidated into one OB, the Ventura County Consolidated Oversight Board (VCCOB). The seven-member VCCOB comprises representatives of the local agencies from Ventura County cities, special districts, and K-14 educational agencies. VCCOB members have a fiduciary responsibility to holders of enforceable obligations and the local agencies that would benefit from property tax distributions from the former redevelopment project areas.

Pursuant to California Health and Safety Code Section 34177(1)(1), the City, as SA to the former Oxnard Community Development Commission, must prepare an annual ROPS documenting the enforceable obligations of the former RDA for the upcoming fiscal year. This eleventh ROPS cycle covers the period of July 1, 2026 through June 30, 2027 and per California Health and Safety Code Section 34177(m) must be submitted to the California Department of Finance (DOF) after approval by VCCOB, no later than February 1, 2026.

The FY 26/27 ROPS totals $9,386,955 in SA enforceable obligations. These obligations include bond debt service and developer agreement payments enforceable by the SA.

This year's ROPS submission is mainly consistent with previous years. The current ROPS totals $9,386,955, a decrease from last year's $10,338,457, primarily due to the Successor Agency's retired 2004 Tax Allocation Refunding Bonds which will be paid off on September 1, 2026.

The majority of the SA's ROPS FY 26/27 enforceable obligations, approximately $4.8 million, come from the debt service from the bonds issued by the former RDA in prior years before their dissolution.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Approval of the Eleventh Annual ROPS FY 26/27 will facilitate the ability of the SA to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Certification of the ROPS allows the SA to collect property tax revenues from the Ventura County Auditor-Controller in an amount sufficient to pay the obligations listed on the FY 26/27 ROPS on time.

The General Fund is not responsible for these enforceable obligations.

The Eleventh Annual ROPS FY 26/27 must be submitted to the Department of Finance by February 1, 2026. If this deadline is not met, the City is subject to a civil penalty of $10,000 every day that an SA is past due on submission.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Annie Jensen, Project Manager

ATTACHMENTS

1. Attachment 1 - Resolution
2. Attachment 2 - ROPS26-27

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO.

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY ADOPTING AN ELEVENTH ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 26-27) FOR JULY 1, 2026 – JUNE 30, 2027

WHEREAS, Assembly Bill x1 26 ("AB 26") and AB x1 27 ("AB 27") were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012, such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in *California Redevelopment Association v. Matosantos*, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule ("ROPS") must be prepared; and

WHEREAS, California Health and Safety Code Section 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012, the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012, the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance's revised ROPS format; and

WHEREAS, on May 8, 2012, a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012, through June 30, 2012; and

WHEREAS, on May 8, 2012, a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012, through December 31, 2012; and

WHEREAS, on July 22, 2012, a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013, through June 30, 2013; and

WHEREAS, on February 12, 2013, a ROPS IV (13-14A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2013, through December 31, 2013; and

WHEREAS, on September 10, 2013, a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014, through June 30, 2014; and

WHEREAS, on February 11, 2014, a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014, through December 31, 2014; and

WHEREAS, on September 9, 2014, a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015, through June 30, 2015; and

WHEREAS, on February 24, 2015, a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015, through December 31, 2015; and

WHEREAS, on September 1, 2015, a ROPS IX (15-16B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2016, through June 30, 2016; and

WHEREAS, SB 107 terminates the every six months ROPS timeline as of December 31, 2015, and instead requires annual ROPS reporting starting with the first annual ROPS 16-17 for the period beginning July 1, 2016, and ending June 30, 2017; and

WHEREAS, California Health and Safety Code Section 34177(o) provides that a successor agency must prepare a ROPS every twelve months; and

WHEREAS, on January 19, 2016, the First Annual ROPS (16-17) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2016, through June 30, 2017; and

WHEREAS, on January 24, 2017, the Second Annual ROPS (17-18) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2017, through June 30, 2018; and

WHEREAS, on January 23, 2018, the Third Annual ROPS (18-19) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2018, through June 30, 2019; and

WHEREAS, on September 11, 2018, an amended Third Annual ROPS (18-19B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2019, through June 30, 2019; and

WHEREAS, on January 8, 2019, the Fourth Annual ROPS (19-20) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2019, through June 30, 2020; and

WHEREAS, on January 7, 2020, the Fifth Annual ROPS (20-21) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2020, through June 30, 2021; and

WHEREAS, on September 1, 2020, an amended Fifth Annual ROPS (20-21B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2021, through June 30, 2021; and

WHEREAS, on January 19, 2021, a Sixth Annual ROPS (21-22) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2021, through June 30, 2022; and

WHEREAS, on January 18, 2022, a Seventh Annual ROPS (22-23) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2022, through June 30, 2023; and

WHEREAS, on January 17, 2023, an Eighth Annual ROPS (23-24) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2023, through June 30, 2024; and

WHEREAS, on January 2, 2024, a Ninth Annual ROPS (24-25) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2024, through June 30, 2025; and

WHEREAS, on January 7, 2025, a Tenth Annual ROPS (25-26) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2025, through June 30, 2026; and

WHEREAS, on December 16, 2025, the Successor Agency was presented the proposed Eleventh Annual ROPS (26-27), which identifies each enforceable obligation on which payments will be required during the period of July 1, 2026, through June 30, 2027.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or

application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

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PASSED, APPROVED and ADOPTED this day of December 16, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Chairman

ATTEST:

_____
Lourdes A. López, Secretary Designate

APPROVED AS TO FORM:

_____
Stephen M. Fischer, General Counsel

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Oxnard

County: Ventura

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ 2,860,635**	**$ 1,219,288**	**$ 4,079,923**
B Bond Proceeds	-	1,219,288	1,219,288
C Reserve Balance	2,776,387	-	2,776,387
D Other Funds	84,248	-	84,248
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 2,210,436**	**$ 3,096,596**	**$ 5,307,032**
F RPTTF	2,150,436	3,036,596	5,187,032
G Administrative RPTTF	60,000	60,000	120,000
H Current Period Enforceable Obligations (A+E)	**$ 5,071,071**	**$ 4,315,884**	**$ 9,386,955**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Oxnard
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q	R	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 26-27 Total**	**ROPS 26-27A (Jul - Dec)**				**26-27A Total**	**ROPS 26-27B (Jan - Jun)**			**26-27B Total**
											Fund Sources					**Fund Sources**			
											Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	RPTTF	Admin RPTTF	
								$54,043,495		$9,386,955	$2,776,387	$84,248	$2,150,436	$60,000	$5,071,071	$1,219,288	$3,036,596	$60,000	$4,315,884
1	CCRP Tax Allocation Refunding Bond 2004	Bonds Issued On or Before 12/31/10	04/13/ 2004	09/01/2026	Wells Fargo/ Finance	Downtown Infrastructure, Capital Improvement Projects and Façade Program; including debt management costs	CCRP	1,188,710	Y	$1,188,710	1,188,710	-	-	-	$1,188,710	-	-	-	$-
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/ 2006	09/01/2036	Wells Fargo/ Finance	Street Reconstruction Projects; including debt management costs	HERO	8,286,856	N	$1,386,665	599,923	-	-	-	$599,923	678,650	108,092	-	$786,742
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	06/17/ 2008	09/01/2038	Wells Fargo/ Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	10,754,938	N	$1,238,605	534,785	-	-	-	$534,785	-	703,820	-	$703,820
24	HERO RiverPark	OPA/DDA/ Construction	05/18/ 2010	06/30/2036	U.S. Bank, NA	Affordable Housing	HERO	7,268,362	N	$823,428	-	-	411,714	-	$411,714	-	411,714	-	$411,714
40	HERO RiverPark MOU to OPA	OPA/DDA/ Construction	09/26/ 2010	06/30/2036	U.S. Bank, NA	Infrastructure reimbursement payments per MOU to OPA	HERO	15,603,210	N	$1,775,940	-	84,248	803,722	-	$887,970	-	887,970	-	$887,970
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/ 2006	09/01/2036	Wells Fargo	Street Reconstruction Project	Ormond Beach	3,400,150	N	$632,713	289,163	-	-	-	$289,163	343,550	-	-	$343,550
50	Southwinds Tax Allocation Bond 2006	Bonds Issued On or Before 12/31/10	12/13/ 2006	09/01/2036	Wells Fargo	Street Reconstruction Bond	Southwinds	1,942,869	N	$360,894	163,806	-	-	-	$163,806	197,088	-	-	$197,088
52	Downtown Lease Guarantee Payment	OPA/DDA/ Construction	11/26/ 2003	11/26/2030	Oxnard Theater Group	Downtown Theater lease guarantee payment	CCRP/DT	5,468,400	N	$1,850,000	-	-	925,000	-	$925,000	-	925,000	-	$925,000
63	Trustee Services	Fees	01/01/ 2014	06/30/2027	Wells Fargo	Debt service administration for	CCRP/ HERO/SW/	10,000	N	$10,000	-	-	10,000	-	$10,000	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q	R	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 26-27 Total**	**ROPS 26-27A (Jul - Dec)**				**26-27A Total**	**ROPS 26-27B (Jan - Jun)**			**26-27B Total**
											Fund Sources					**Fund Sources**			
											Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	RPTTF	Admin RPTTF	
					Bank	bond issues	Ormond												
98	Litigation for Future Legal Costs	Legal	01/01/ 2003	06/30/2026	Kane, Ballmer, and Berkman	Agency Legal Counsel	All	-	Y	$-	-	-	-	-	$-	-	-	-	$-
106	Admin Costs	Admin Costs	07/01/ 2024	06/30/2027	Oxnard CDC Successor Agency	Admin Costs		120,000	N	$120,000	-	-	-	60,000	$60,000	-	-	60,000	$60,000

Oxnard
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/23)** RPTTF amount should exclude "A" period distribution amount.	3,584,739	-	2,625,847	232,585	844,743	
2	**Revenue/Income (Actual 06/30/24)** RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller	297,562	-	-	89,195	7,346,479	
3	**Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)**	6,073	-	2,625,847	4,947	4,566,629	
4	**Retention of Available Cash Balance (Actual 06/30/24)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,876,228	-	-	232,585	3,415,365	
5	**ROPS 23-24 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			209,228	
6	**Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$84,248**	**$-**	

Oxnard
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
1	
17	
18	
24	
40	
48	
50	
52	
63	
98	
106	

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: December 16, 2025

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION

That the City Council receive and file the list of City Manager-approved contracts for the period July 1, 2025, through December 4, 2025.

(This item did not originate in Committee.)

BACKGROUND

Oxnard City Code Section 4-3 allows the City Manager to approve any contract or purchase order up to an aggregate value of $220,000. Additionally, the City Manager may approve any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed $220,000. The attached list of contracts, purchase orders, and amendments meets the criteria of amounts being between $101,000 and $220,000 annually (including all prior amendments) for the period between July 1, 2025, and December 4, 2025.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amira Martinez, Administrative Assistant

ATTACHMENTS

1. City Manager Contract-Purchase Order Approval List - July 2025-Dec 2025 (1)

City Manager Contract & Purchase Order Approvals - July 1, 2025 - December 2025

Contracts & Purchase Orders from $101,000 to $220,000 Annually

No.	Purchasing Method	City Council Approval	Date CM approved	Contract No.	Purchase Order No.	Vendor	Description	Value of Item approved	Total Value	Term of Agreement - Start date	Term of Agreement - End Date
1	Cooperative Agreement: Omnia 16154	No	7/2/2025	N/A	22600013	Applied Industrial Technologies, LLC	Industrial supplies/equipment for maintenance and repair of the Oxnard Wastewater Treatment Plan (OWTP)	$191,500.00	$191,500.00	7/2/2025	6/30/2026
2	Cooperative Agreement: GSA, HACH GS-07F-9314S	No	7/2/2025	N/A	22600022	GSA, HACH	supply of laboratory equipment, analytical instruments, reagents, and other environmental measuring instruments used to test the quality of water and other liquid solutions	$195,000.00	$195,000.00	7/1/2025	1/31/2026
3	RFB #25-79	No	7/7/2025	32600030	N/A	Clean Harbors Environmental Services	Collection & Transport of Recycable Household Hazourds	$205,000.00	$205,000.00	7/1/2025	6/30/2028
4	Single Source	No	7/7/2025	N/A	22600019	Vulcan Materials	Purchase and Delivery of Asphalt and Aggregate Materials	$160,000.00	$160,000.00	7/1/2025	6/30/2026
5	Single Source	No	7/7/2025	N/A	22600020	Granite Materials	Purchase and Delivery of Asphalt and Aggregate Materials	$150,000.00	$150,000.00	7/1/2025	6/30/2026
6	Cooperative Agreement: Omnia LS4679	No	7/14/2025	N/A	22600041	Amazon Services	FY 26 PW Blanket Purchase Order for office supplies and minor equipment	$122,300.00	$122,300.00	7/1/2025	6/30/2026
7	Cooperative Agreement: Omnia Contract 16154	No	7/15/2025	N/A	22600051	Home Depot	FY 26 PW Blanket Purchase Order for supplies and minor equipment	$198,000.00	$198,000.00	7/1/2025	6/30/2026
8	Cooperative Agreement: NASPO 24158, 24155, 24156	No	7/15/2025	N/A	22600086	Santa Maria Tire, Inc	FY 26 PW Blanket Purchase Order for Tires for Fleet Services	$120,000.00	$120,000.00	7/1/2025	6/30/2026
9	Cooperative Agreement: Omnia #152610	No	7/16/2025	N/A	22600114	Waxie' Enterprise	FY 26 PW BPO Waxie Sanitary Supplies	$146,118.00	$146,118.00	7/1/2025	6/30/2026
10	Sole Source Agreement: Consolidated Electrical Distributors (CED)	No	7/17/2025	N/A	22600110	Royal Industries	FY 26 PW BPO Royal Indus (CED) for VFDs and PLCs	$145,000.00	$145,000.00	7/1/2025	6/30/2026
11	RFB #25-75	No	7/17/2025	32600033	N/A	American Automatic Doors Inc	On-Call Automatic Doors, Glass, & Access Control	$220,000.00	$220,000.00	7/1/2025	6/30/2026
12	Cooperative Agreement: Omnia R241502	No	7/21/2025	N/A	22600120	Sunbelt Rentals	FY 26 PW BPO Sunbelt Rentals/Equipment	$173,000.00	$173,000.00	7/1/2025	6/30/2026
13	RFB #25-105	No	7/21/2025	32600015	N/A	J and A Welding Services Inc	Steel Supply for Public Works Department	$220,000.00	$220,000.00	7/1/2025	6/30/2026
14	Single Source	No	7/23/2025	32600057	N/A	Converge Technology Solutions US	Crowdstrike Anti Virus Software for City Computers	$173,101.85	$173,101.85	8/3/2025	8/2/2026
15	RFB # 25-97	No	7/23/2025	32600004	N/A	G.T. Michelli CO., LLC	On-Call Truck Scale Maint. & Repair Services	$175,000.00	$175,000.00	7/1/2025	6/30/2026
16	Cooperative Agreement: Omnia 2018.000207	No	7/23/2025	N/A	22600064	Grainger	FY 26 PW BPO Grainger Parts and Supplies	$207,500.00	$207,500.00	7/1/2025	6/30/2026

City Manager Contract & Purchase Order Approvals - July 1, 2025 - December 2025

Contracts & Purchase Orders from $101,000 to $220,000 Annually

No.	Purchasing Method	City Council Approval	Date CM approved	Contract No.	Purchase Order No.	Vendor	Description	Value of Item approved	Total Value	Term of Agreement - Start date	Term of Agreement - End Date
17	RFB # 25-103	Yes	7/1/2025	32600013	N/A	Vida Newspaper	Legal Notices Citywide	$200,000.00	$200,000.00	7/1/2025	6/30/2026
18	Single Source	No	7/30/2025	32400097	N/A	Fire-Dex Inc	Turnout and Extractor Inspection and Repair	$220,000.00	$220,000.00	7/30/2025	6/30/2025
19	SD 25-88	No	7/29/2025	32600024	N/A	Pacific Tide Construction	WestPort Park Playground Replacement	$100,766.86	$100,766.86	7/28/2025	
20	Sole Source Agreement	No	7/29/2025	32600044	N/A	The Trailer Copany, Inc	EOM Parts and Sercices for Transfer Trailers	$220,000.00	$220,000.00	7/1/2025	6/30/2026
21	Single Source	No	7/29/2025	32600019	N/A	Renewell Fleet Service, LLC	Pierce Fire Apparatus Parts and Services	$220,000.00	$220,000.00	7/1/2025	6/30/2026
22	Purchase Order	No	8/6/2025	N/A	22600186	LAFCO	LAFCO Apportionment of net costs per government code section 56381(b)(1)	$119,996.00	$119,996.00	8/5/2025	6/30/2026
23	Cooperative Agreement: Sourewell #100124-GPC	No	8/7/2025	N/A	22600241	NAPA Auto Parts	FY 26 PW BPO NAPA Auto Parts	$217,000.00	$217,000.00	7/29/2025	6/30/2026
24	Cooperative Agreement: NASPO RFP # 0223005113	No	8/11/2025	32600059	N/A	Parkhouse Tire Inc.	PW BPO Michelin/Birdgestone/Continental Tire Purchase	$220,000.00	$220,000.00	7/2/2025	3/31/2027
25	Single Source	No	8/12/2025	32600051	N/A	Kore1, LLC	Recruiting and Contract Labor	$220,000.00	$220,000.00	7/1/2025	6/30/2026
26	Cooperative Procurement: NASPO 24155	No	8/19/2025	N/A	22600338	Daniels Tire Services, Inc	Purchase Goodyear Tires for City Fleet Vehicles	$180,000.00	$180,000.00	8/8/2025	6/30/2026
27	Purchase Order	No	8/19/2025	N/A	22600339	Downtown Oxnard Improvement Association	FY 25-26 PBID Assessment for City-owned Properties	$163,855.42	$163,855.42	8/21/2025	6/30/2026
28	Cooperative Procurement: GS-35F-317GA	No	8/20/2025	32600036	N/A	Assetworks Inc.	Fleet Services Management Software	$170,974.97	$170,974.97	7/1/2025	6/30/2026
29	Negotiated Contract/No Bids Received	No	9/11/2025	32600103	N/A	Center Glass Co. No. 9	On-Call Glass and Glazing Repair Services	$220,000.00	$220,000.00	9/1/2025	8/30/2026
30	Single Source	No	9/11/2025	32600052	N/A	Hireclout, Inc	Recruiting and Contract Labor	$220,000.00	$220,000.00	7/1/2025	6/30/2026
31	Single Source	No	9/11/2025	32600120	N/A	Emagined Security, LLC	Security Operations Center for Cybersecurity	$140,000.00	$140,000.00	9/1/2025	8/31/2026
32	Single Source	No	9/19/2025	N/A	22600523	F. Morton Pitt	FY 25-26 F. Morton Pitt BPO for PD - 24-121	$139,500.00	$139,500.00	7/1/2025	6/30/2025
33	Sole Source	No	9/29/2025	32600081	N/A	Bodyworks Equipment Inc	Heil Refuse Truck Repair and Maintenance	$120,000.00	$120,000.00	1/1/2026	12/31/2026
34	RFB 25-136	No	10/8/2025	32600082	N/A	Collicutt Energy Services	On-Call Cogen Maintenance & Repair	$220,000.00	$220,000.00	8/1/2025	7/31/2026
35	Sole Source	No	10/20/2025	32600131	N/A	Todd Larsen, M.D., Inc	OFD ALS Program Medical Director	$150,000.00	$150,000.00	1/1/2025	12/31/2029
36	RFB 25-127	No	10/22/2025	32600205	N/A	Superior Printing and Graphics	On-Call Printing Services	$220,000.00	$220,000.00	10/20/2025	10/19/2026
37	RFB 25-128	No	10/31/2025	32600189	N/A	Brodart Co.	Library Books and Cataloging Materials	$125,000.00	$125,000.00	11/5/2025	11/5/2027
38	Cooperative Procurement: Sourcewell #091521-NAF	No	11/6/2025	N/A	22600801	National Auto Fleet	NEW, UNUSED FORD F450 4X2 GAS CHASSIS WITH UTILITY BODY WITH INSTALLED UPFIT FOR FACILITIES MAINTENANCE	$193,567.25	$193,567.25	11/4/2025	6/30/2026
39	RFB 26-16	No	11/10/2025	32600167	N/A	Konecranes, Inc	Periodic Crane Inspections	$150,000.00	$150,000.00	10/15/2025	10/14/2026

City Manager Contract & Purchase Order Approvals - July 1, 2025 - December 2025

Contracts & Purchase Orders from $101,000 to $220,000 Annually

No.	Purchasing Method	City Council Approval	Date CM approved	Contract No.	Purchase Order No.	Vendor	Description	Value of Item approved	Total Value	Term of Agreement - Start date	Term of Agreement - End Date
40	RFB 25-131	No	11/10/2025	32600158	N/A	Central Coast Engineering	On-Call Plumbing Maintenance, Inspection & Repair	$220,000.00	$220,000.00	10/1/2025	9/30/2026
41	Cooperative Procurement: Sourcewell #080124	No	11/10/2025	32600170	N/A	Cal-State Auto Parts, Inc.	Ford and GM OEM & Aftermarket Parts BPO	$220,000.00	$220,000.00	12/15/2025	11/14/2028
42	Cooperative Procurement: CMAS 3-25-09-1025	No	11/14/2025	32600232	N/A	AllConnected, Inc	Networking Monitoring and Maintenance	$165,816.40	$165,816.40	11/1/2025	10/31/2026
43	Single Source	No	11/18/2025	32600035	N/A	Speak Write LLC	Transcription Services	$137,500.00	$137,500.00	7/1/2025	6/30/2030
44	Purchase Order	No	11/25/2025	N/A	22600876	Western Extrication	C2303 Extrication Equipment	$109,477.91	$109,477.91	7/1/2025	6/30/2026
45	RFB SD 26-11	No	12/3/2025	32600226	N/A	R.E. Schultz Construction, Inc.	SD 26-11 Chesapeake Playground Replacement Project	$138,250.00	$138,250.00	11/24/2025	4/8/2026

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: December 16, 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 October 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 33.3% for October 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 October 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 October 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: Financial Data

Finance Department staff has also prepared the attached summary of the year to date data as of October, 2025 for the General Fund, Enterprise Funds, and All Funds.

Notable areas of interest include:

- Revised Budget
  - *The Revised Budget for FY 2025-26 includes the adopted budget, adjusted by changes in appropriation approved by City Council, and the carryover of prior fiscal year unspent project budget. The estimated revenues from approved grants and debt proceeds are also carried over to the current fiscal year.*

- 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. October 2025 interest income amount reflects the reversal of interest accrual for fiscal year 2024-25.*

General Fund-By Department

- Revenues
  - *As of the end of October, the City has not received Property Taxes for the current fiscal year. Sales Tax proceeds reflect the amount received up to the month of August 2025.*

General Fund-By Expenditure

- Expenditures
  - *Overall expenses as of September 2025 are at 28.3% of the revised budget. All expenditure categories are within the 33.3% straight line extrapolation of the revised budget.*
  - *Employment expenses in October 2025 reflect expenses for nine pay periods. October 2024 only included eight pay periods.*

Enterprise Funds

- Revenues

- *Overall revenues after the carryover are at 23.8%. The carryover increased the revised revenue budget by the amount of wastewater SRF loan unused proceeds. Without the SRF loan, revenues are at 30% without the SRF loan, in line with expected revenues of 33.3% at this time of the year.*

- Expenditures
  - *Overall expenditures after the carryover are at 11.1% of the revised budget. As mentioned in the General Fund section, employment expenses in 2025 reflect nine pay periods while 2024 only had eight pay periods.*

All Funds

- Revenues
  - *The main revenue adjustment from the carryover are federal and state grants revenues for different projects. The most significant project is the Rice Avenue and 5th Street overpass, along with the SRF loan for Wastewater projects.*
  - *Citywide revenues after the carryover are at 15.3% of the revised budget. As mentioned in the General Fund section, as of October 31, 2025, the city has not received property taxes and has only received two months of sale tax proceeds for the current fiscal year.*
  - *As previously mentioned, due to seasonal factors and fluctuations in the timing of inflows and outflows, there are significant changes on a month-to-month basis and with the same month of prior fiscal year. For example, licensing and permits include traffic impact fees received in current fiscal year in amount of $3.9 million, fees and charges include asset seizure received in amount of $1.7 million*

- Expenditures
  - *Overall expenditures after the carryover are at 15.4% of the City's revised budget. As previously mentioned, October 2025 employment expenses include nine pay periods for only eight pay periods in October 2024.*

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Monthly Financial Report - October 2025
2. FY2025-26 October Revenue
3. FY2025-26 October Expense
4. FY 2025-26 October Balance Sheet



City of Oxnard

Monthly Financial Reports

October – 2025

City ofOxnard
General Fund - Revenues Expenditures by Department
As of 10/31/2025 - 33.3% of Fiscal Year Elapsed

Report as to **October 31, 2025**
Fund **General Fund**
Current Year Elapsed

Unaudited financial report

33.33%

	2025-26 Revised Budget	FY 2025-26 up to October 31, 2025	Actual vs Budget %	October 31 2024
Revenues				
Taxes				
Property Taxes	75,907,248	367,953	0.5%	218,203
Sales Tax	117,077,698	19,920,111	17.0%	17,862,178
Transient Occupancy Tax	6,167,875	1,575,877	25.5%	1,429,464
Franchise Tax	4,850,000	-	0.0%	300
Buisness License Tax	7,100,000	2,174,827	30.6%	2,912,837
Other Taxes	1,500,000	307,525	20.5%	250,786
License and Permits	2,608,648	977,273	37.5%	946,505
Special revenues	2,778,990	941,461	33.9%	720,399
Fees and Charges	7,550,227	1,969,713	26.1%	2,206,972
Recreation Revenues	268,712	61,583	22.9%	60,986
Investment Income	3,876,646	1,251,249	32.3%	5,226,835
Miscellaneous	3,655,751	1,805,095	49.4%	2,942,916
Total Revenues	**233,341,795**	**31,352,667**	**13.4%**	**34,778,381**
Expenditures				
General Government				
City Council	618,884	181,332	29.3%	180,307
City Clerk	651,395	153,796	23.6%	145,968
City Manager	3,534,053	1,006,434	28.5%	959,967
City Attorney	3,072,747	754,491	24.6%	706,876
Finance	7,906,557	2,108,525	26.7%	2,016,319
Human Resources	3,545,960	1,047,931	29.6%	917,953
City Treasurer	450,298	41,499	9.2%	
Police	75,898,399	23,298,437	30.7%	22,229,874
Fire	35,059,699	11,208,529	32.0%	10,612,399
Public Works	30,235,380	6,921,309	22.9%	6,172,880
Community Development	15,250,685	3,703,332	24.3%	3,127,664
Culture, Leisure and Library Services	13,827,697	4,025,273	29.1%	3,505,276
Housing	5,139,931	1,712,239	33.3%	2,304,615
Non Departmental	4,920,864	509,465	10.4%	1,099,654
Total Expenditures	**200,112,550**	**56,672,592**	**28.3%**	**53,979,752**
Excess of Revenue Over/(Under) Expenditures	**33,229,246**	**(25,319,925)**	**-76.2%**	**(19,201,371)**
Other Financing Sources				
Transfers in	10,525,225	3,086,313	29.3%	3,762,334
Transfers out	(78,789,234)	(12,370,725)	15.7%	(9,538,615)
Net transfers	**(68,264,009)**	**(9,284,412)**	13.6%	(5,776,281)
Total Other Financing Sources	(68,264,009)	(9,284,412)	13.6%	(5,776,281)
Net Change in Fund Balance	**(35,034,763)**	**(34,604,336)**	98.8%	**(24,977,652)**

City ofOxnard
General Fund - Revenues Expenditures by Nature
As of 10/31/2025 - 33.3% of Fiscal Year Elapsed

Report as to **October 31, 2025**
Fund **General Fund**
Current Year Elapsed

Unaudited financial report

33.33%

	2025-26 Revised Budget	FY 2025-26 up to October 31, 2025	Actual vs Budget %	October 31 2024
Revenues				
Taxes				
Property Taxes	75,907,248	367,953	0.5%	218,203
Sales Tax	117,077,698	19,920,111	17.0%	17,862,178
Transient Occupancy Tax	6,167,875	1,575,877	25.5%	1,429,464
Franchise Tax	4,850,000	-	0.0%	300
Buisness License Tax	7,100,000	2,174,827	30.6%	2,912,837
Other Taxes	1,500,000	307,525	20.5%	250,786
License and Permits	2,608,648	977,273	37.5%	946,505
Special revenues	2,778,990	941,461	33.9%	720,399
Fees and Charges	7,550,227	1,969,713	26.1%	2,206,972
Recreation Revenues	268,712	61,583	22.9%	60,986
Investment Income	3,876,646	1,251,249	32.3%	5,226,835
Miscellaneous	3,655,751	1,805,095	49.4%	2,942,916
Total Revenues	**233,341,795**	**31,352,667**	**13.4%**	**34,778,381**
Expenditures				
Employment	153,626,964	48,683,656	31.7%	33,488,068
Supplies	5,394,115	1,055,802	19.6%	876,825
Services	26,594,408	4,052,289	15.2%	3,840,380
Utilities and Energy	5,775,244	1,806,070	31.3%	1,344,678
Maintenance	371,063	55,165	14.9%	43,484
Capital Expenditures	990,397	123,432	12.5%	0
Financing	7,360,359	896,177	12.2%	394,317
Total Expenditures	**200,112,550**	**56,672,592**	28.3%	**39,987,752**
Excess of Revenue Over/(Under) Expenditures	**33,229,246**	**(25,319,925)**	-76.2%	**(5,209,371)**
Other Financing Sources				
Transfers in	10,525,225	3,086,313	29.3%	3,762,334
Transfers out	(78,789,234)	(12,370,725)	15.7%	(9,538,615)
Net transfers	**(68,264,009)**	**(9,284,412)**	13.6%	**(5,776,281)**
Total Other Financing Sources	(68,264,009)	(9,284,412)	13.6%	(5,776,281)
Net Change in Fund Balance	**(35,034,763)**	**(34,604,336)**	98.8%	**(10,985,652)**

City ofOxnard
Enterprise Funds - Revenues Expenditures
As of 10/31/2025 - 33.3% of Fiscal Year Elapsed

Report as to **October 31, 2025**
Fund **Enterprise Funds**
Current Year Elapsed

Unaudited financial report

33.33%

	2025-26 Revised Budget	FY 2025-26 up to October 31, 2025	Actual vs Budget %	October 31 2024
Revenues				
Fees and Charges	1,471,450	543,832	37.0%	474,794
Recreation Revenues	6,500,000	1,091,043	16.8%	2,666,968
Utilities	177,792,387	56,953,503	32.0%	50,433,713
Investment Income	6,092,369	(23,409)	-0.4%	175,216
Debt Proceeds	52,901,815	-	0.0%	0
Miscellaneous	2,136,904	170,897	8.0%	37,187
Total Revenues	**246,894,925**	**58,735,866**	**23.8%**	**53,787,878**
Expenditures				
Employment	52,200,685	15,297,000	29.3%	14,246,621
Supplies	10,586,782	1,656,956	15.7%	1,876,573
Services	134,360,828	6,804,092	5.1%	12,175,586
Utilities and energy	49,314,794	12,904,336	26.2%	11,308,647
Maintenance	771,052	78,827	10.2%	85,849
Captial expenditures	66,502,323	418,069	0.6%	458,828
Financing	31,182,474	1,151,792	3.7%	119,500
Insurance	126,000	-	0.0%	20,527
Total Expenditures	**345,044,938**	**38,311,073**	11.1%	**40,292,131**
Excess of Revenue Over/(Under) Expenditures	**(98,150,013)**	**20,424,793**	-20.8%	**13,495,747**
Other Financing Sources				
Transfers in	183,267,224	4,589,961	2.5%	469,482
Transfers out	(207,151,489)	(10,536,959)	5.1%	(6,430,992)
Net transfers	**(23,884,264)**	**(5,946,998)**	24.9%	**(5,961,510)**
Total Other Financing Sources	(23,884,264)	(5,946,998)	24.9%	(5,961,510)
Net Change in Fund Balance	**(122,034,277)**	**14,477,795**	-11.9%	**7,534,237**

City ofOxnard
All Funds - Revenues Expenditures
As of 10/31/2025 - 33.3% of Fiscal Year Elapsed

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

Unaudited financial report

33.33%

	2025-26 Revised Budget	FY 2025-25 up to October 31, 2025	Actual vs Budget %	October 31 2024
Revenues				
Taxes				
Property Taxes	96,498,832	392,124	0.4%	218,203
Sales Tax	136,268,644	23,244,806	17.1%	20,748,223
Transient Occupancy Tax	6,167,875	1,575,877	25.5%	1,429,464
Franchise Tax	5,160,000	-	0.0%	300
Buisness License Tax	7,138,371	2,188,183	30.7%	2,927,705
Other Taxes	1,500,000	307,525	20.5%	250,786
License and Permits	5,925,169	6,660,631	112.4%	2,390,725
Special revenues	15,267,675	3,544,237	23.2%	3,465,493
Fees and Charges	10,069,530	4,682,616	46.5%	3,021,826
Recreation Revenues	6,768,712	1,152,626	17.0%	2,727,954
Utilities	177,792,387	56,953,503	32.0%	50,433,713
Special Assessments	13,252,413	35,700	0.3%	0
Grant revenue	160,452,388	5,384,731	3.4%	18,808,795
Investment Income	16,718,641	1,220,432	7.3%	5,605,669
Debt Proceeds	52,901,815	-	0.0%	0
Miscellaneous	4,736,048	2,520,743	53.2%	3,083,807
Total Revenues	**716,618,500**	**109,863,736**	**15.3%**	**115,112,663**
Expenditures				
Employment	274,499,977	81,847,284	29.8%	54,573,802
Supplies	22,843,187	3,865,022	16.9%	2,998,548
Services	415,811,445	29,786,812	7.2%	22,691,887
Utilities and energy	62,587,259	16,914,571	27.0%	10,412,260
Maintenance	4,740,142	496,358	10.5%	332,342
Captial expenditures	125,036,624	1,720,588	1.4%	561,966
Financing	65,837,808	8,164,189	12.4%	4,887,621
Insurance	20,158,127	10,188,835	50.5%	8,941,210
Total Expenditures	**991,514,569**	**152,983,659**	15.4%	**105,399,636**
Excess of Revenue Over/(Under) Expenditures	**(274,896,069)**	**(43,119,924)**	15.7%	**9,713,027**
Other Financing Sources				
Transfers in	533,768,151	45,217,764	8.5%	17,469,662
Transfers out	(533,858,500)	(39,626,453)	7.4%	(14,736,688)
Net transfers	**(90,350)**	**5,591,311**	-6188.5%	**2,732,974**
Total Other Financing Sources	(90,350)	5,591,311	-6188.5%	2,732,974
Net Change in Fund Balance	**(274,986,419)**	**(37,528,613)**	13.6%	**12,446,001**

YEAR-TO-DATE BUDGET REPORT

OCTOBER 2025 REVENUE

FOR 2026 04

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101	GENERAL FUND							
101 40300	TRANSIENT OCCUPANCY TAX	.00	.00	.00	.00	.00	.00	.0
1011001 40100	PROPERTY-CURRENT SEC	-40,622,366.00	-40,622,366.00	-146,796.94	-146,796.94	.00	-40,475,569.06	.4
1011001 40110	PROPERTY-DELINQ SECU	.00	.00	.00	.00	.00	.00	.0
1011001 40120	PROPERTY-CURRENT UNS	-1,393,532.00	-1,393,532.00	.00	.00	.00	-1,393,532.00	.0
1011001 40130	PROPERTY-DELINQ UNSE	-53,500.00	-53,500.00	.00	.00	.00	-53,500.00	.0
1011001 40140	SUPPLEMENTAL ROLL TA	-785,840.00	-785,840.00	.00	.00	.00	-785,840.00	.0
1011001 40170	RESIDUAL DISTRIB TO	-6,095,800.00	-6,095,800.00	.00	.00	.00	-6,095,800.00	.0
1011001 40180	INTEREST, PENALTIES	-262,900.00	-262,900.00	-81,663.05	-17,087.08	.00	-181,236.95	31.1
1011001 40190	PROP TAX-IN LIEU OF	-26,127,610.00	-26,127,610.00	.00	.00	.00	-26,127,610.00	.0
1011001 40195	PROPERTY TRANSFER TA	-565,700.00	-565,700.00	-139,493.08	-60,055.82	.00	-426,206.92	24.7
1011001 40200	SALES TAX REVENUE	-59,536,283.00	-59,536,283.00	-9,950,531.07	-5,120,152.66	.00	-49,585,751.93	16.7
1011001 40210	SALES TAX - MEASURE	-57,541,415.00	-57,541,415.00	-9,969,580.31	-5,247,653.14	.00	-47,571,834.69	17.3
1011001 40300	TRANSIENT OCCUPANCY	-6,167,875.00	-6,167,875.00	-1,575,876.77	-501,771.92	.00	-4,591,998.23	25.5
1011001 40400	FRANCHISE FEES	-4,850,000.00	-4,850,000.00	.00	.00	.00	-4,850,000.00	.0
1011001 40500	BUSINESS LICENSE FEE	-7,100,000.00	-7,100,000.00	-2,174,826.70	-571,908.24	.00	-4,925,173.30	30.6
1011001 40600	CANNABIS TAX REVENUE	-1,500,000.00	-1,500,000.00	-307,525.10	-236,362.10	.00	-1,192,474.90	20.5
1011001 41400	CANNABIS PERMIT FEES	-6,250.00	-6,250.00	-3,000.00	-500.00	.00	-3,250.00	48.0
1011001 41500	OTHER LICENSE & PERM	-320,000.00	-320,000.00	-83,940.33	-17,672.57	.00	-236,059.67	26.2
1011001 42400	HOMEOWNER PROP TAX R	-230,400.00	-230,400.00	.00	.00	.00	-230,400.00	.0
1011001 42410	STATE MANDATE COST R	-165,280.00	-165,280.00	-287,690.00	.00	.00	122,410.00	174.1
1011001 42430	PUBLIC SAFETY AUGMEN	-1,965,300.00	-1,965,300.00	-653,771.11	-155,357.86	.00	-1,311,528.89	33.3
1011001 42440	PAYMENT IN LIEU OF P	-23,190.00	-23,190.00	.00	.00	.00	-23,190.00	.0
1011001 42450	VEHICLE LICENSE FEES	-318,020.00	-318,020.00	.00	.00	.00	-318,020.00	.0
1011001 43060	MISC PLANNING FEES	-3,960.00	-3,960.00	-436.65	.00	.00	-3,523.35	11.0
1011001 43230	COURT FINES - NON-TR	-254,820.00	-254,820.00	-34,566.08	-16,252.80	.00	-220,253.92	13.6
1011001 43264	WITNESS FEE	.00	.00	-3,025.00	-275.00	.00	3,025.00	100.0
1011001 43300	RENTAL REVENUE (SHOR	-66,900.00	-66,900.00	-4,925.72	-1,231.43	.00	-61,974.28	7.4
1011001 43300	T0021 RENTAL REVENUE	.00	.00	.00	.00	.00	.00	.0
1011001 43310	LEASE REVENUE (LONG	.00	.00	-14,583.32	.00	.00	14,583.32	100.0
1011001 43400	DAMAGE REIMBURSEMENT	-5,800.00	-5,800.00	-34,579.05	-15,410.00	.00	28,779.05	596.2
1011001 47000	MISCELLANEOUS REVENU	-120,000.00	-120,000.00	449.92	.00	.00	-120,449.92	-.4
1011001 47000	T0022 MISCELLANEOUS R	.00	.00	-124,876.05	.00	.00	124,876.05	100.0
1011001 47000	T0190 MISCELLANEOUS R	.00	.00	-1,111,111.12	-277,777.78	.00	1,111,111.12	100.0
1011001 47100	INTEREST INC- INVEST	-3,873,413.00	-3,873,413.00	-936,172.79	-1,345,950.86	.00	-2,937,240.21	24.2
1011001 47100	T0190 INTEREST INC- I	.00	.00	-38,173.16	.00	.00	38,173.16	100.0
1011001 47101	INTEREST INC-VCIP	.00	.00	-276,262.89	-276,262.89	.00	276,262.89	100.0
1011001 47110	OTHER INTEREST INCOM	-1,000.00	-1,000.00	41.75	.00	.00	-1,041.75	-4.2
1011001 47120	GAIN/LOSS ON SALE OF	-8,000.00	-8,000.00	.00	.00	.00	-8,000.00	.0
1011001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
1011001 47300	DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0

YEAR-TO-DATE BUDGET REPORT

OCTOBER 2025 REVENUE

FOR 2026 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1011001 47300 T0021 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
1011001 47300 T0022 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
1011001 47300 T0162 DONATIONS AND C	.00	.00	-150,321.25	-93,520.72	.00	150,321.25	100.0
1011001 47600 PL OFFSITE AIR QUALI	.00	.00	.00	.00	.00	.00	.0
1011001 47700 OTHER REIMBURSEMENTS	-1,000.00	-1,000.00	.00	.00	.00	-1,000.00	.0
1011001 47800 SALES OF ASSETS	-150,000.00	-150,000.00	-4,861.00	.00	.00	-145,139.00	3.2
1011001 47910 REVENUES IN SUSPENSE	.00	.00	.00	.00	.00	.00	.0
1011001 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
1011001 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1011001 49000 G2009 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1011001 49020 TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
1011001 49025 TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
1011001 49200 INDIRECT COST REIMB	-7,354,564.00	-7,354,564.00	-2,451,521.24	-612,880.31	.00	-4,903,042.76	33.3
1011001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1011001 49300 C2034 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
1011001 49500 PRINCIPAL PAYMENTS R	.00	.00	.00	.00	.00	.00	.0
1011001 49999 INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0
1011001 61130 LEASE CLEARING (LESS	.00	.00	.00	.00	.00	.00	.0
1011001 61131 LEASE REVENUE GASB 8	.00	.00	.00	.00	.00	.00	.0
1011001 61134 INTEREST INCOME - GA	.00	.00	.00	.00	.00	.00	.0
1011101 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1011201 43260 MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1011201 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1011201 47910 REVENUES IN SUSPENSE	.00	.00	.00	.00	.00	.00	.0
1011201 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1011202 40510 BUSINESS LICENSE - S	.00	.00	.00	.00	.00	.00	.0
1011211 43260 MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1011301 43260 MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1011301 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1011301 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1011302 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1011302 47000 T0152 MISCELLANEOUS R	.00	.00	.00	.00	.00	.00	.0
1011401 47000 MISCELLANEOUS REVENU	-5,500.00	-5,500.00	-2,600.00	-200.00	.00	-2,900.00	47.3
1011401 49300 C2557 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
1011401 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1011405 43260 MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1011501 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1011501 47110 OTHER INTEREST INCOM	-1,433.00	-1,433.00	-681.92	.00	.00	-751.08	47.6
1011501 47700 OTHER REIMBURSEMENTS	-1,020.00	-1,020.00	-70,945.77	.00	.00	69,925.77	6955.5
1011501 49000 TRANSFERS IN (LABOR)	-10,404.00	-10,404.00	.00	.00	.00	-10,404.00	.0
1011601 47000 MISCELLANEOUS REVENU	-20,000.00	-20,000.00	-9,574.66	-2,706.65	.00	-10,425.34	47.9
1011601 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1011601 49000 C2034 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1011601 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0

YEAR-TO-DATE BUDGET REPORT

OCTOBER 2025 REVENUE

FOR 2026 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1011602 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1011602 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1011602 49000 C2034 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1011602 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1011603 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1011611 47000 MISCELLANEOUS REVENU	.00	.00	-17,239.76	-17,239.76	.00	17,239.76	100.0
1011611 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1011611 49000 C2034 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1011611 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1011621 43260 MISCELLANEOUS FEES	-14,000.00	-14,000.00	-16,260.00	-5,170.00	.00	2,260.00	116.1
1011621 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1011621 47910 REVENUES IN SUSPENSE	.00	.00	-24,316.42	17,146.35	.00	24,316.42	100.0
1011622 40510 BUSINESS LICENSE - S	.00	.00	.00	.00	.00	.00	.0
1011623 43260 MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1011701 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1011701 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1011701 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1012111 41500 OTHER LICENSE & PERM	-145,654.00	-145,654.00	-33,335.00	-2,470.00	.00	-112,319.00	22.9
1012111 42420 POST POLICE OFF STD	.00	.00	.00	.00	.00	.00	.0
1012111 42420 B2302 POST POLICE OFF	-76,800.00	-76,800.00	.00	.00	.00	-76,800.00	.0
1012111 43000 FALSE ALARM FINE	-289,912.00	-289,912.00	-70,565.00	-61,285.00	.00	-219,347.00	24.3
1012111 43020 STORED VEHICLE RELEA	.00	.00	.00	.00	.00	.00	.0
1012111 43210 PARKING FINES	-1,780,006.00	-1,780,006.00	-273,400.00	-132,877.00	.00	-1,506,606.00	15.4
1012111 43250 MISCELLANEOUS FINES	.00	.00	.00	.00	.00	.00	.0
1012111 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
1012111 47000 MISCELLANEOUS REVENU	-5,100.00	-5,100.00	.00	.00	.00	-5,100.00	.0
1012111 47700 OTHER REIMBURSEMENTS	-1,473,956.00	-1,473,956.00	-154,655.66	-66,793.11	.00	-1,319,300.34	10.5
1012111 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
1012111 47910 REVENUES IN SUSPENSE	.00	.00	.00	.00	.00	.00	.0
1012111 49000 C2505 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012111 49000 C2559 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012111 49000 C8801 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012111 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1012113 41200 ANIMAL LICENSES	.00	.00	.00	.00	.00	.00	.0
1012113 43250 MISCELLANEOUS FINES	-51,400.00	-51,400.00	-28,478.05	-17,395.55	.00	-22,921.95	55.4
1012113 43260 MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1012113 49000 C2411 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012113 49000 C2505 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012113 49000 C2559 TRANSFERS IN (L	.00	.00	-16,210.42	-16,210.42	.00	16,210.42	100.0
1012114 49000 C2505 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012114 49000 C2559 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012121 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1012121 47700 OTHER REIMBURSEMENTS	-128,256.00	-128,256.00	-4,508.00	.00	.00	-123,748.00	3.5
1012121 47800 SALES OF ASSETS	-5,000.00	-5,000.00	.00	.00	.00	-5,000.00	.0

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1012121 49000 C2505 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012121 49000 C2559 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012131 43020 STORED VEHICLE RELEA	.00	.00	.00	.00	.00	.00	.0
1012131 43260 MISCELLANEOUS FEES	-384,749.00	-384,749.00	-187,915.51	-53,590.00	.00	-196,833.49	48.8
1012131 47000 MISCELLANEOUS REVENU	-5,000.00	-5,000.00	.00	.00	.00	-5,000.00	.0
1012131 49000 C2559 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012132 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1012501 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
1012501 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1012501 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1012501 47700 OTHER REIMBURSEMENTS	-1,345,000.00	-1,345,000.00	-7,377.04	.00	.00	-1,337,622.96	.5
1012501 47700 B2501 OTHER REIMBURSE	-100,000.00	-100,000.00	.00	.00	.00	-100,000.00	.0
1012501 47700 F2501 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2502 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2503 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2504 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2505 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2506 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2507 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2508 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2509 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2510 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2511 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2512 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2513 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2601 OTHER REIMBURSE	.00	.00	-93,270.66	-93,270.66	.00	93,270.66	100.0
1012501 47700 F2602 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2603 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2604 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2605 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2606 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2607 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2608 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2609 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2610 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2612 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2613 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2614 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2615 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2616 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2617 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2618 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2619 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 F2620 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0

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1012501 47700 T0048 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 T2401 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 T2406 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 47700 T2510 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1012501 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1012501 49000 G2006 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1012501 49025 TRANSFERS IN - INTER	-364,509.00	-364,509.00	.00	.00	.00	-364,509.00	.0
1012501 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1012501 49300 C2037 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
1012502 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1012511 41100 FIRE INSPECTION FEES	-300,000.00	-300,000.00	-144,718.13	-31,667.93	.00	-155,281.87	48.2
1012511 41500 OTHER LICENSE & PERM	-200,000.00	-200,000.00	-21,911.87	-1,160.00	.00	-178,088.13	11.0
1012511 41500 T0022 OTHER LICENSE &	.00	.00	.00	.00	.00	.00	.0
1012511 43000 FALSE ALARM FINE	.00	.00	-9,041.01	-900.00	.00	9,041.01	100.0
1012511 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1012511 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1012511 49025 TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
1012521 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1012521 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1012531 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1012531 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1012541 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1012541 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1013001 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1013001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1013101 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1013101 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1013101 49000 TRANSFERS IN (LABOR)	-1,144,328.00	-1,144,328.00	.00	.00	.00	-1,144,328.00	.0
1013101 49000 C1001 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1301 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1302 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1702 TRANSFERS IN (L	.00	.00	-11,846.45	-6,177.19	.00	11,846.45	100.0
1013101 49000 C1703 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1801 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1803 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1804 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1808 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1809 TRANSFERS IN (L	.00	.00	-19,972.05	-19,972.05	.00	19,972.05	100.0
1013101 49000 C1810 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1813 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C1901 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2005 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0

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1013101 49000 C2010 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2011 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2019 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2020 TRANSFERS IN (L	.00	.00	-4,636.29	-2,376.15	.00	4,636.29	100.0
1013101 49000 C2021 TRANSFERS IN (L	.00	.00	-582.10	-582.10	.00	582.10	100.0
1013101 49000 C2023 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2024 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2026 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2027 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2028 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2029 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2040 TRANSFERS IN (L	.00	.00	-3,784.60	-1,974.87	.00	3,784.60	100.0
1013101 49000 C2042 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2043 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2102 TRANSFERS IN (L	.00	.00	-56,392.62	26,044.10	.00	56,392.62	100.0
1013101 49000 C2103 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2104 TRANSFERS IN (L	.00	.00	-29,696.70	-2,376.13	.00	29,696.70	100.0
1013101 49000 C2105 TRANSFERS IN (L	.00	.00	-9,069.97	-704.23	.00	9,069.97	100.0
1013101 49000 C2109 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2110 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2111 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2112 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2114 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2115 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2122 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2124 TRANSFERS IN (L	.00	.00	-1,941.09	-623.64	.00	1,941.09	100.0
1013101 49000 C2205 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2209 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2211 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2212 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2214 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2215 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2216 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2217 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2218 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2220 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2226 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2227 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2228 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2229 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2231 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2232 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2234 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0

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1013101 49000 C2236 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2239 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2241 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2249 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2251 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2255 TRANSFERS IN (L	.00	.00	-13,586.50	-13,586.50	.00	13,586.50	100.0
1013101 49000 C2305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2306 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2312 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2313 TRANSFERS IN (L	.00	.00	-10,068.15	-10,068.15	.00	10,068.15	100.0
1013101 49000 C2328 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2333 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2334 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2546 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2549 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 C2553 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 D0057 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 G2205 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 G2206 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 M0301 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013101 49000 M1901 TRANSFERS IN (L	.00	.00	-4,314.19	.00	.00	4,314.19	100.0
1013101 49000 M2210 TRANSFERS IN (L	.00	.00	-342.25	.00	.00	342.25	100.0
1013101 49000 M2212 TRANSFERS IN (L	.00	.00	-6,927.41	.00	.00	6,927.41	100.0
1013101 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1013102 43050 PLAN CHECK FEES	-60,000.00	-60,000.00	-17,557.00	-3,007.00	.00	-42,443.00	29.3
1013102 43400 DAMAGE REIMBURSEMENT	-35,000.00	-35,000.00	-14,781.12	-1,747.14	.00	-20,218.88	42.2
1013102 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1013102 47700 OTHER REIMBURSEMENTS	-4,500.00	-4,500.00	.00	.00	.00	-4,500.00	.0
1013102 49000 TRANSFERS IN (LABOR)	-55,749.00	-55,749.00	.00	.00	.00	-55,749.00	.0
1013102 49000 C1301 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C1302 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C1305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C1306 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C1307 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C1602 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C1703 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C1801 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C2005 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C2416 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 C2504 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 D0057 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 G2101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013102 49000 M2101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013201 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0

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FOR 2026 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1013201 47000 T0019 MISCELLANEOUS R	.00	.00	.00	.00	.00	.00	.0
1013201 47300 T0196 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
1013201 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1013301 43010 INSPECTION FEES	.00	.00	.00	.00	.00	.00	.0
1013301 43120 OTHER CONCESSIONS	-135,000.00	-135,000.00	-94,932.54	-26,574.76	.00	-40,067.46	70.3
1013301 43130 LEASED SPACE - CELLU	-140,000.00	-140,000.00	-62,565.30	-14,703.56	.00	-77,434.70	44.7
1013301 43210 PARKING FINES	.00	.00	.00	.00	.00	.00	.0
1013301 43300 RENTAL REVENUE (SHOR	.00	.00	.00	.00	.00	.00	.0
1013301 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
1013301 43400 C2327 DAMAGE REIMBURS	.00	-210,955.17	.00	.00	.00	-210,955.17	.0
1013301 47000 MISCELLANEOUS REVENU	-13,089.00	-13,089.00	-954.50	-584.50	.00	-12,134.50	7.3
1013301 47000 T0022 MISCELLANEOUS R	.00	.00	.00	.00	.00	.00	.0
1013301 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
1013301 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1013301 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1013301 49000 C2317 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1013301 49020 TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
1013301 49025 TRANSFERS IN - INTER	-5,000.00	-5,000.00	-5,000.00	.00	.00	.00	100.0
1013301 49300 C2317 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
1013301 61130 LEASE CLEARING (LESS	.00	.00	.00	.00	.00	.00	.0
1013301 61131 61131 LEASE REVENUE	.00	.00	.00	.00	.00	.00	.0
1013301 61134 INTEREST INCOME - GA	.00	.00	.00	.00	.00	.00	.0
1013302 43400 DAMAGE REIMBURSEMENT	-30,000.00	-30,000.00	-6,166.88	-3,152.00	.00	-23,833.12	20.6
1013302 47000 MISCELLANEOUS REVENU	-15,000.00	-15,000.00	-324.48	-162.24	.00	-14,675.52	2.2
1013302 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1013303 47000 MISCELLANEOUS REVENU	-15,000.00	-15,000.00	-1,121.34	-368.51	.00	-13,878.66	7.5
1013303 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1013304 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
1013401 43400 DAMAGE REIMBURSEMENT	-40,000.00	-40,000.00	-5,072.00	-834.80	.00	-34,928.00	12.7
1013401 47000 MISCELLANEOUS REVENU	.00	.00	-640.00	.00	.00	640.00	100.0
1013401 47700 T0022 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
1013401 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1013801 47250 CONTRIBUTION FR OTHE	.00	.00	.00	.00	.00	.00	.0
1013801 47250 G2232 CONTRIBUTION FR	.00	.00	.00	.00	.00	.00	.0
1013801 47250 M2211 CONTRIBUTION FR	.00	.00	.00	.00	.00	.00	.0
1013938 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1013938 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1014101 41400 CANNABIS PERMIT FEES	.00	.00	.00	.00	.00	.00	.0
1014101 41450 CANNABIS PERMIT RENE	-129,940.00	-129,940.00	-70,173.00	-42,357.00	.00	-59,767.00	54.0
1014101 41500 OTHER LICENSE & PERM	-43,887.00	-43,887.00	-14,303.18	-3,857.15	.00	-29,583.82	32.6
1014101 43010 INSPECTION FEES	.00	.00	.00	.00	.00	.00	.0
1014101 43011 INSPECTION FEES/TRAC	.00	.00	.00	.00	.00	.00	.0
1014101 43012 INSPECTION FEES/ENCR	.00	.00	.00	.00	.00	.00	.0
1014101 43013 INSPECTOR OT REIMBUR	.00	.00	.00	.00	.00	.00	.0

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1014101 43014	INSPECTION FEES/ENER	.00	.00	.00	.00	.00	.00	.0
1014101 43030	GENERAL PLAN MAINTEN	-215,156.00	-215,156.00	.00	.00	.00	-215,156.00	.0
1014101 43030 M1404	GENERAL PLAN MA	.00	.00	-190,439.53	-12,542.41	.00	190,439.53	100.0
1014101 43030 T0058	GENERAL PLAN MA	.00	.00	.00	.00	.00	.00	.0
1014101 43040	ZONING-SUB FEES STAN	-339,163.00	-339,163.00	-114,778.84	-35,426.46	.00	-224,384.16	33.8
1014101 43050	PLAN CHECK FEES	.00	.00	-297.50	.00	.00	297.50	100.0
1014101 43051	PLAN CHECK FEES/BLDG	.00	.00	.00	.00	.00	.00	.0
1014101 43052	PLAN CHECK FEES/ENGI	.00	.00	.00	.00	.00	.00	.0
1014101 43053	PLAN CHECK FEES/ENER	.00	.00	.00	.00	.00	.00	.0
1014101 43054	PLAN CHECK FEES/ELEC	.00	.00	.00	.00	.00	.00	.0
1014101 43055	PLAN CHECK FEES/MECH	.00	.00	.00	.00	.00	.00	.0
1014101 43056	PLAN CHECK FEES/PLUM	.00	.00	.00	.00	.00	.00	.0
1014101 43060	MISC PLANNING FEES	-10,165.00	-10,165.00	-5,365.00	-2,430.00	.00	-4,800.00	52.8
1014101 43080 T0189	DOWNTOWN IN_LIE	.00	.00	.00	.00	.00	.00	.0
1014101 43260	MISCELLANEOUS FEES	-5,434.00	-5,434.00	-1,646.59	-967.35	.00	-3,787.41	30.3
1014101 43261	STATE STRONG MOTION	.00	.00	.00	.00	.00	.00	.0
1014101 43262	COUNTY FLOOD CONTROL	.00	.00	.00	.00	.00	.00	.0
1014101 43263	STATE GREEN BLDG COD	.00	.00	.00	.00	.00	.00	.0
1014101 47700	OTHER REIMBURSEMENTS	-200,000.00	-200,000.00	-13,458.79	-4,485.00	.00	-186,541.21	6.7
1014101 49000 G2320	TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1014102 41000	BUILDING PERMIT FEES	-950,213.00	-950,213.00	-418,216.65	-69,471.12	.00	-531,996.35	44.0
1014102 41001	PLUMBING PERMIT FEES	-104,546.00	-104,546.00	-44,075.08	-6,711.44	.00	-60,470.92	42.2
1014102 41002	ELECTRICAL PERMIT FE	-183,877.00	-183,877.00	-58,799.44	-10,304.37	.00	-125,077.56	32.0
1014102 41003	HEATING/VENT PERMIT	-54,825.00	-54,825.00	-24,483.37	-3,751.55	.00	-30,341.63	44.7
1014102 41500	OTHER LICENSE & PERM	-169,456.00	-169,456.00	-60,317.16	-14,536.16	.00	-109,138.84	35.6
1014102 43010	INSPECTION FEES	.00	.00	620.00	620.00	.00	-620.00	100.0
1014102 43011	INSPECTION FEES/TRAC	-850,000.00	-850,000.00	-310.00	-310.00	.00	-849,690.00	.0
1014102 43012	INSPECTION FEES/ENCR	-250,000.00	-250,000.00	-109,861.84	-46,631.69	.00	-140,138.16	43.9
1014102 43013	INSPECTOR OT REIMBUR	-100,000.00	-100,000.00	-88,855.00	1,700.80	.00	-11,145.00	88.9
1014102 43014	INSPECTION FEES/ENER	-23,896.00	-23,896.00	-42,579.41	-496.66	.00	18,683.41	178.2
1014102 43050	PLAN CHECK FEES	.00	.00	.00	.00	.00	.00	.0
1014102 43051	PLAN CHECK FEES/BLDG	-1,011,473.00	-1,011,473.00	-294,508.77	-74,932.06	.00	-716,964.23	29.1
1014102 43052	PLAN CHECK FEES/ENGI	-600,000.00	-600,000.00	-49,837.67	-17,537.19	.00	-550,162.33	8.3
1014102 43053	PLAN CHECK FEES/ENER	-17,669.00	-17,669.00	-5,169.82	-422.24	.00	-12,499.18	29.3
1014102 43054	PLAN CHECK FEES/ELEC	-68,826.00	-68,826.00	-14,135.13	-3,562.48	.00	-54,690.87	20.5
1014102 43055	PLAN CHECK FEES/MECH	-12,794.00	-12,794.00	-2,647.78	-477.16	.00	-10,146.22	20.7
1014102 43056	PLAN CHECK FEES/PLUM	-22,109.00	-22,109.00	-4,844.52	-1,417.29	.00	-17,264.48	21.9
1014102 43060	MISC PLANNING FEES	-480.00	-480.00	.00	.00	.00	-480.00	.0
1014102 43260	MISCELLANEOUS FEES	-141,552.00	-141,552.00	-41,478.71	-8,344.93	.00	-100,073.29	29.3
1014102 43261	STATE STRONG MOTION	.00	.00	35.12	35.12	.00	-35.12	100.0
1014102 43262	COUNTY FLOOD CONTROL	.00	.00	.00	.00	.00	.00	.0
1014102 43263	STATE GREEN BLDG COD	.00	.00	5.94	5.94	.00	-5.94	100.0
1014102 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1014102 47700	OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1014102 49000	TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1014103 43010	INSPECTION FEES	-1,669.00	-1,669.00	.00	.00	.00	-1,669.00	.0
1014103 43011	INSPECTION FEES/TRAC	.00	.00	.00	.00	.00	.00	.0
1014103 43012	INSPECTION FEES/ENCR	.00	.00	.00	.00	.00	.00	.0
1014103 43013	INSPECTOR OT REIMBUR	.00	.00	.00	.00	.00	.00	.0
1014103 43014	INSPECTION FEES/ENER	.00	.00	.00	.00	.00	.00	.0
1014103 43250	MISCELLANEOUS FINES	-103,724.00	-103,724.00	-24,562.50	-16,469.77	.00	-79,161.50	23.7
1014103 43260	MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1014103 43261	STATE STRONG MOTION	.00	.00	.00	.00	.00	.00	.0
1014103 43262	COUNTY FLOOD CONTROL	.00	.00	.00	.00	.00	.00	.0
1014103 43263	STATE GREEN BLDG COD	.00	.00	.00	.00	.00	.00	.0
1014103 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1014104 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1014104 47300	DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1015401 43260	MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1015401 43300	RENTAL REVENUE (SHOR	-2,000.00	-2,000.00	-2,043.00	-594.00	.00	43.00	102.2
1015401 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1015401 47300	DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1015402 43250	MISCELLANEOUS FINES	-200.00	-200.00	-518.39	-151.40	.00	318.39	259.2
1015402 43260	MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1015402 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1015402 47700	OTHER REIMBURSEMENTS	-1,200.00	-1,200.00	-447.52	-122.85	.00	-752.48	37.3
1015403 43260	MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1015403 47000	MISCELLANEOUS REVENU	-2,500.00	-2,500.00	-1,636.72	-346.10	.00	-863.28	65.5
1015405 43250	MISCELLANEOUS FINES	.00	.00	-107.75	-77.25	.00	107.75	100.0
1015405 47000	MISCELLANEOUS REVENU	-1,830.00	-1,830.00	-1,302.08	-483.50	.00	-527.92	71.2
1015405 47300	DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1015405 47700	OTHER REIMBURSEMENTS	-15,600.00	-15,600.00	-5,677.20	-1,500.28	.00	-9,922.80	36.4
1015501 43110	PACC VENDOR CONCESSI	.00	.00	.00	.00	.00	.00	.0
1015501 43120	OTHER CONCESSIONS	.00	.00	.00	.00	.00	.00	.0
1015501 43120 T0061	OTHER CONCESSIO	.00	.00	.00	.00	.00	.00	.0
1015501 43120 T0073	OTHER CONCESSIO	.00	.00	-112.50	.00	.00	112.50	100.0
1015501 43300	RENTAL REVENUE (SHOR	-90,000.00	-90,000.00	-4,828.50	-1,829.25	.00	-85,171.50	5.4
1015501 43300 T0061	RENTAL REVENUE	.00	.00	-20,479.50	.00	.00	20,479.50	100.0
1015501 43300 T0062	RENTAL REVENUE	.00	.00	-6,610.50	-3,501.00	.00	6,610.50	100.0
1015501 43300 T0078	RENTAL REVENUE	.00	.00	.00	.00	.00	.00	.0
1015501 43300 T0083	RENTAL REVENUE	.00	.00	-1,162.54	-825.04	.00	1,162.54	100.0
1015501 43300 T0092	RENTAL REVENUE	.00	.00	.00	.00	.00	.00	.0
1015501 43310	LEASE REVENUE (LONG	-108,602.00	-108,602.00	.00	.00	.00	-108,602.00	.0
1015501 43310 T0078	LEASE REVENUE (	.00	.00	-36,200.76	-9,050.19	.00	36,200.76	100.0
1015501 44000	YOUTH ADULT SPORTS	-20,000.00	-20,000.00	.00	.00	.00	-20,000.00	.0
1015501 44000 T0073	YOUTH ADULT SPO	.00	.00	-6,788.82	-385.10	.00	6,788.82	100.0
1015501 44010	RECREATION CLASS FEE	-16,800.00	-16,800.00	.00	.00	.00	-16,800.00	.0
1015501 44010 T0072	RECREATION CLAS	.00	.00	.00	.00	.00	.00	.0

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1015501 44010 T0075 RECREATION CLAS	.00	.00	-6,319.79	-3,390.88	.00	6,319.79	100.0
1015501 44010 T0076 RECREATION CLAS	.00	.00	-692.85	-91.17	.00	692.85	100.0
1015501 44020 SPECIAL EVENTS	-15,000.00	-15,000.00	.00	.00	.00	-15,000.00	.0
1015501 44020 T0067 SPECIAL EVENTS	.00	.00	-10,515.00	-10,515.00	.00	10,515.00	100.0
1015501 44020 T0068 SPECIAL EVENTS	.00	.00	.00	.00	.00	.00	.0
1015501 44020 T0156 SPECIAL EVENTS	.00	.00	.00	.00	.00	.00	.0
1015501 44030 SEASONAL DAY CAMP	-15,000.00	-15,000.00	.00	.00	.00	-15,000.00	.0
1015501 44030 T0080 SEASONAL DAY CA	.00	.00	-20,726.15	.00	.00	20,726.15	100.0
1015501 44040 OXNARD TENNIS CTR	.00	.00	.00	.00	.00	.00	.0
1015501 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1015501 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
1015501 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1015501 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1015501 49940 M1910 TRANSFER IN - M	-85,735.00	-85,735.00	.00	.00	.00	-85,735.00	.0
1015501 61130 LEASE CLEARING (LESS	.00	.00	.00	.00	.00	.00	.0
1015501 61131 LEASE REVENUE GASB 8	.00	.00	.00	.00	.00	.00	.0
1015501 61134 INTEREST INCOME - GA	.00	.00	.00	.00	.00	.00	.0
1015502 44000 YOUTH ADULT SPORTS	-22,000.00	-22,000.00	.00	.00	.00	-22,000.00	.0
1015502 44000 T0090 YOUTH ADULT SPO	.00	.00	-14,534.46	-9,390.81	.00	14,534.46	100.0
1015502 44020 SPECIAL EVENTS	-167,912.00	-167,912.00	.00	.00	.00	-167,912.00	.0
1015502 44020 T0068 SPECIAL EVENTS	.00	.00	135.00	.00	.00	-135.00	100.0
1015502 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1015502 49940 M1911 TRANSFER IN - M	-107,673.00	-107,673.00	.00	.00	.00	-107,673.00	.0
1015503 43300 RENTAL REVENUE (SHOR	-5,000.00	-5,000.00	.00	.00	.00	-5,000.00	.0
1015503 44020 SPECIAL EVENTS	-5,000.00	-5,000.00	.00	.00	.00	-5,000.00	.0
1015503 44020 T0063 SPECIAL EVENTS	.00	.00	-775.94	-212.90	.00	775.94	100.0
1015503 44020 T0065 SPECIAL EVENTS	.00	.00	-1,365.00	.00	.00	1,365.00	100.0
1015503 47000 MISCELLANEOUS REVENU	-14,000.00	-14,000.00	.00	.00	.00	-14,000.00	.0
1015503 47300 DONATIONS AND CONTRI	.00	.00	-125.00	-25.00	.00	125.00	100.0
1015511 44020 SPECIAL EVENTS	-7,000.00	-7,000.00	.00	.00	.00	-7,000.00	.0
1015511 44020 T0066 SPECIAL EVENTS	.00	.00	.00	.00	.00	.00	.0
1015511 47000 MISCELLANEOUS REVENU	-6,000.00	-6,000.00	-4,200.00	-700.00	.00	-1,800.00	70.0
1015511 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1015511 49000 TRANSFERS IN (LABOR)	-76,000.00	-76,000.00	.00	.00	.00	-76,000.00	.0
1015511 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1015511 49940 M1103 TRANSFER IN - M	-1,321,263.00	-1,321,263.00	-440,421.00	-110,105.25	.00	-880,842.00	33.3
1015905 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
1015905 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1018101 43300 RENTAL REVENUE (SHOR	.00	.00	.00	.00	.00	.00	.0
1018101 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1018101 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1018104 43260 MISCELLANEOUS FEES	-67,813.00	-67,813.00	-22,941.99	-5,379.39	.00	-44,871.01	33.8
1018104 46200 SPECIAL ASSMNT REV-O	.00	.00	.00	.00	.00	.00	.0
1018104 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1018105 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1018106 43250	MISCELLANEOUS FINES	.00	.00	-5,200.00	-300.00	.00	5,200.00	100.0
1018106 43260	MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
1018106 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1018106 47700	OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1018106 61142	OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1018110 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1018110 47700	OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
3013600 49300 C2323	TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
TOTAL GENERAL FUND		-243,656,065.00	-243,867,020.17	-34,438,980.70	-15,818,257.25	.00	-209,428,039.47	14.1%
TOTAL REVENUES		-243,656,065.00	-243,867,020.17	-34,438,980.70	-15,818,257.25	.00	-209,428,039.47	
104 HALF CENT SALES TAX - MEAS O								
1041001 40200	SALES TAX REVENUE	-19,190,946.00	-19,190,946.00	-3,324,694.72	-1,756,241.96	.00	-15,866,251.28	17.3
1041001 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1041001 47100	INTEREST INC- INVEST	-721,578.00	-721,578.00	-5,168.51	.00	.00	-716,409.49	.7
1041001 47110	OTHER INTEREST INCOM	.00	.00	-205.71	-205.71	.00	205.71	100.0
1041001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
1041001 47700	OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1041001 49500	PRINCIPAL PAYMENTS R	.00	.00	.00	.00	.00	.00	.0
1041001 49510	INTEREST PAYMENTS -	.00	.00	.00	.00	.00	.00	.0
1041001 49999	INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0
1042111 61142	OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1042111 61142 M1405	OTHER FINANCING	.00	.00	.00	.00	.00	.00	.0
1045404 61142	OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
1045404 61142 M1407	OTHER FINANCING	.00	.00	.00	.00	.00	.00	.0
TOTAL HALF CENT SALES TAX - ME		-19,912,524.00	-19,912,524.00	-3,330,068.94	-1,756,447.67	.00	-16,582,455.06	16.7%
TOTAL REVENUES		-19,912,524.00	-19,912,524.00	-3,330,068.94	-1,756,447.67	.00	-16,582,455.06	
105 STREET MAINTENANCE (IUF) FUND								
1051001 47100	INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
1051001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
1051001 49160	INFRASTRUCTURE USE F	-2,048,468.00	-2,048,468.00	.00	.00	.00	-2,048,468.00	.0
1051001 49999	INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0
1053401 47700	OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1053401 49000	TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0

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105 STREET MAINTENANCE (IUF) FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL STREET MAINTENANCE (IUF)	-2,048,468.00	-2,048,468.00	.00	.00	.00	-2,048,468.00	.0%
TOTAL REVENUES	-2,048,468.00	-2,048,468.00	.00	.00	.00	-2,048,468.00	
114 STORM WATER MANAGEMENT FUND							
1141001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1141001 49910 TRANSFER IN - STORM	-1,785,840.00	-1,785,840.00	-315,973.76	.00	.00	-1,469,866.24	17.7
1143501 46200 SPECIAL ASSMNT REV-O	-323,603.00	-323,603.00	.00	.00	.00	-323,603.00	.0
1143501 47700 OTHER REIMBURSEMENTS	.00	.00	-89,639.02	-3,627.38	.00	89,639.02	100.0
TOTAL STORM WATER MANAGEMENT F	-2,109,443.00	-2,109,443.00	-405,612.78	-3,627.38	.00	-1,703,830.22	19.2%
TOTAL REVENUES	-2,109,443.00	-2,109,443.00	-405,612.78	-3,627.38	.00	-1,703,830.22	
119 PUBLIC SAFETY RETIREMENT FUND							
1191001 40160 PUBLIC SAFETY PROPER	-20,591,584.00	-20,591,584.00	-24,171.34	-24,171.34	.00	-20,567,412.66	.1
1191001 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
1191001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
1192111 49000 C8801 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1192113 49000 C2411 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
TOTAL PUBLIC SAFETY RETIREMENT	-20,591,584.00	-20,591,584.00	-24,171.34	-24,171.34	.00	-20,567,412.66	.1%
TOTAL REVENUES	-20,591,584.00	-20,591,584.00	-24,171.34	-24,171.34	.00	-20,567,412.66	
120 MAINT ASSMNT DIST							
1200000 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202460 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202470 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202500 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202510 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202520 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202530 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202540 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202550 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202580 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1202600 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0

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20001001 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
20001001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
20003302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
20003302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
20003304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
20003304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
20003304 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
20003801 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
20003801 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
20003801 47100	INTEREST INC- INVES	4,525.00	4,525.00	-4,878.13	.00	.00	9,403.13	-107.8
20003801 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
20003801 49000	TRANSFERS IN (LABOR	.00	.00	.00	.00	.00	.00	.0
20003801 49000	G2232 TRANSFERS IN (	.00	.00	.00	.00	.00	.00	.0
20003801 49020	TRANSFER IN - INTRA	-2,995,921.00	-2,995,921.00	-596,891.72	-596,891.72	.00	-2,399,029.28	19.9
20003801 49025	TRANSFERS IN - INTE	-57,556.00	-57,556.00	-14,390.00	-14,390.00	.00	-43,166.00	25.0
20003801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
20301001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
20301001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
20301001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
20301001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
20303302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
20303302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
20303304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
20303304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
20303801 46100	SPECIAL ASSMNT REV-	-41,982.00	-41,982.00	.00	.00	.00	-41,982.00	.0
20303801 47100	INTEREST INC- INVES	-4,341.00	-4,341.00	87.41	.00	.00	-4,428.41	-2.0
20303801 49920	INTERFND TRNSFRS IN	-1,752.00	-1,752.00	-12,374.67	-12,374.67	.00	10,622.67	706.3
21001001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
21001001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
21001001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
21001001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
21003302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21003302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21003304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21003304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21003801 46100	SPECIAL ASSMNT REV-	-11,842.00	-11,842.00	.00	.00	.00	-11,842.00	.0
21003801 47100	INTEREST INC- INVES	-928.00	-928.00	80.77	.00	.00	-1,008.77	-8.7
21003801 49920	INTERFND TRNSFRS IN	-547.00	-547.00	-117.89	-117.89	.00	-429.11	21.6
21101001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
21101001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
21101001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
21101001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
21103302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21103302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0

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21103304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21103304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21103801 46100	SPECIAL ASSMNT REV-	-6,990.00	-6,990.00	.00	.00	.00	-6,990.00	.0
21103801 47100	INTEREST INC- INVES	20.00	20.00	.49	.00	.00	19.51	2.5
21103801 49920	INTERFND TRNSFRS IN	-1,543.00	-1,543.00	-341.45	-341.45	.00	-1,201.55	22.1
21201001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
21201001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
21201001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
21201001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
21203302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21203302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21203304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21203304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21203801 46100	SPECIAL ASSMNT REV-	-15,473.00	-15,473.00	.00	.00	.00	-15,473.00	.0
21203801 47100	INTEREST INC- INVES	-1,145.00	-1,145.00	63.00	.00	.00	-1,208.00	-5.5
21203801 49920	INTERFND TRNSFRS IN	-604.00	-604.00	-56.63	-56.63	.00	-547.37	9.4
21301001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
21301001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
21301001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
21301001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
21303302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21303302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21303304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21303304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21303801 46100	SPECIAL ASSMNT REV-	-12,416.00	-12,416.00	.00	.00	.00	-12,416.00	.0
21303801 47100	INTEREST INC- INVES	-957.00	-957.00	36.25	.00	.00	-993.25	-3.8
21303801 49920	INTERFND TRNSFRS IN	-3,116.00	-3,116.00	-1,185.65	-1,185.65	.00	-1,930.35	38.1
21401001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
21401001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
21401001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
21401001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
21403302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21403302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21403304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21403304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21403801 46100	SPECIAL ASSMNT REV-	-36,693.00	-36,693.00	-373.93	-373.93	.00	-36,319.07	1.0
21403801 47100	INTEREST INC- INVES	-1,507.00	-1,507.00	118.52	.00	.00	-1,625.52	-7.9
21403801 49920	INTERFND TRNSFRS IN	-4,832.00	-4,832.00	-335.87	-335.87	.00	-4,496.13	7.0
21601001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
21601001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
21601001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
21601001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
21603302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21603302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0

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21603304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
21603304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
21603801 46100	SPECIAL ASSMNT REV-	-19,552.00	-19,552.00	-84.09	-84.09	.00	-19,467.91	.4
21603801 47100	INTEREST INC- INVES	-931.00	-931.00	36.52	.00	.00	-967.52	-3.9
21603801 49920	INTERFND TRNSFRS IN	-9,290.00	-9,290.00	-1,234.22	-1,234.22	.00	-8,055.78	13.3
22301001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
22301001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
22301001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
22301001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
22303302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22303302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
22303304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22303304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
22303801 46100	SPECIAL ASSMNT REV-	-5,588.00	-5,588.00	.00	.00	.00	-5,588.00	.0
22303801 47100	INTEREST INC- INVES	-300.00	-300.00	12.20	.00	.00	-312.20	-4.1
22303801 49920	INTERFND TRNSFRS IN	-5,283.00	-5,283.00	-583.06	-583.06	.00	-4,699.94	11.0
22401001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
22401001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
22401001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
22401001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
22403302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22403302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
22403304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22403304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
22403801 46100	SPECIAL ASSMNT REV-	-18,300.00	-18,300.00	.00	.00	.00	-18,300.00	.0
22403801 47100	INTEREST INC- INVES	-935.00	-935.00	29.51	.00	.00	-964.51	-3.2
22403801 49920	INTERFND TRNSFRS IN	-6,869.00	-6,869.00	-700.04	-700.04	.00	-6,168.96	10.2
22501001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
22501001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
22501001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
22501001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
22503302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22503302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
22503304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22503304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
22503801 46100	SPECIAL ASSMNT REV-	-23,799.00	-23,799.00	-60.69	-60.69	.00	-23,738.31	.3
22503801 47100	INTEREST INC- INVES	-1,017.00	-1,017.00	67.70	.00	.00	-1,084.70	-6.7
22503801 49920	INTERFND TRNSFRS IN	-795.00	-795.00	-94.88	-94.88	.00	-700.12	11.9
22701001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
22701001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
22701001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
22701001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
22703302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22703302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0

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120	MAINT ASSMNT DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
22703304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22703304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
22703801 46100	SPECIAL ASSMNT REV-	-18,649.00	-18,649.00	.00	.00	.00	-18,649.00	.0
22703801 47100	INTEREST INC- INVES	-1,031.00	-1,031.00	39.62	.00	.00	-1,070.62	-3.8
22703801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
22703801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
22703801 49025	TRANSFERS IN - INTE	.00	.00	.00	.00	.00	.00	.0
22703801 49920	INTERFND TRNSFRS IN	-14,049.00	-14,049.00	-1,731.56	-1,731.56	.00	-12,317.44	12.3
22801001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
22801001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
22801001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
22801001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
22803302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22803302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
22803304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
22803304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
22803801 46100	SPECIAL ASSMNT REV-	-59,867.00	-59,867.00	-113.95	-113.95	.00	-59,753.05	.2
22803801 47100	INTEREST INC- INVES	-3,633.00	-3,633.00	134.25	.00	.00	-3,767.25	-3.7
22803801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
22803801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
22803801 49025	TRANSFERS IN - INTE	.00	.00	.00	.00	.00	.00	.0
22803801 49920	INTERFND TRNSFRS IN	-1,822.00	-1,822.00	-168.82	-168.82	.00	-1,653.18	9.3
23001001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
23001001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23001001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23001001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23003302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23003302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23003304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23003304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23003801 46100	SPECIAL ASSMNT REV-	-31,276.00	-31,276.00	.00	.00	.00	-31,276.00	.0
23003801 47100	INTEREST INC- INVES	-3,237.00	-3,237.00	127.14	.00	.00	-3,364.14	-3.9
23003801 49920	INTERFND TRNSFRS IN	-1,439.00	-1,439.00	-132.34	-132.34	.00	-1,306.66	9.2
23101001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
23101001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23101001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23101001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23103302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23103302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23103304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23103304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23103801 46100	SPECIAL ASSMNT REV-	-105,502.00	-105,502.00	.00	.00	.00	-105,502.00	.0
23103801 47100	INTEREST INC- INVES	-1,610.00	-1,610.00	153.76	.00	.00	-1,763.76	-9.6
23103801 49920	INTERFND TRNSFRS IN	-5,814.00	-5,814.00	-732.98	-732.98	.00	-5,081.02	12.6

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23201001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
23201001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23201001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23201001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23203302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23203302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23203304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23203304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23203801 46100	SPECIAL ASSMNT REV-	-18,212.00	-18,212.00	.00	.00	.00	-18,212.00	.0
23203801 47100	INTEREST INC- INVES	-2,113.00	-2,113.00	104.94	.00	.00	-2,217.94	-5.0
23203801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
23203801 49020 M1101	TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
23203801 49025	TRANSFERS IN - INTE	.00	.00	.00	.00	.00	.00	.0
23203801 49920	INTERFND TRNSFRS IN	-2,200.00	-2,200.00	-303.52	-303.52	.00	-1,896.48	13.8
23301001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
23301001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23301001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23301001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23303302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23303302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23303304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23303304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23303801 46100	SPECIAL ASSMNT REV-	-78,421.00	-78,421.00	.00	.00	.00	-78,421.00	.0
23303801 47100	INTEREST INC- INVES	-2,143.00	-2,143.00	88.71	.00	.00	-2,231.71	-4.1
23303801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
23303801 49020 M1101	TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
23303801 49920	INTERFND TRNSFRS IN	-1,955.00	-1,955.00	-89.78	-89.78	.00	-1,865.22	4.6
23401001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
23401001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23401001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23401001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23403302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23403302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23403302 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23403304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23403304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23403304 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23403801 46100	SPECIAL ASSMNT REV-	-81,469.00	-81,469.00	.00	.00	.00	-81,469.00	.0
23403801 47100	INTEREST INC- INVES	-3,168.00	-3,168.00	31.05	.00	.00	-3,199.05	-1.0
23403801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
23403801 49020 M1101	TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
23403801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23403801 49920	INTERFND TRNSFRS IN	-6,278.00	-6,278.00	-223.07	-223.07	.00	-6,054.93	3.6
23601001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0

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23601001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23601001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23601001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23603302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23603302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23603304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23603304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23603801 46100	SPECIAL ASSMNT REV-	-165,350.00	-165,350.00	.00	.00	.00	-165,350.00	.0
23603801 47100	INTEREST INC- INVES	-4,072.00	-4,072.00	-52.10	.00	.00	-4,019.90	1.3
23603801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
23603801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
23603801 49920	INTERFND TRNSFRS IN	-47,636.00	-47,636.00	-3,251.49	-3,251.49	.00	-44,384.51	6.8
23701001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
23701001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23701001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23701001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23703302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23703302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23703304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23703304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23703801 46100	SPECIAL ASSMNT REV-	-233.00	-233.00	.00	.00	.00	-233.00	.0
23703801 47100	INTEREST INC- INVES	-5,256.00	-5,256.00	277.28	.00	.00	-5,533.28	-5.3
23703801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
23703801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
23703801 49920	INTERFND TRNSFRS IN	-30,084.00	-30,084.00	-844.79	-844.79	.00	-29,239.21	2.8
23801001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
23801001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23801001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23801001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23803302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23803302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23803304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23803304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23803801 46100	SPECIAL ASSMNT REV-	-93,951.00	-93,951.00	-523.66	-523.66	.00	-93,427.34	.6
23803801 47100	INTEREST INC- INVES	-3,090.00	-3,090.00	121.57	.00	.00	-3,211.57	-3.9
23803801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
23803801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
23803801 49025	TRANSFERS IN - INTE	.00	.00	.00	.00	.00	.00	.0
23803801 49920	INTERFND TRNSFRS IN	-4,361.00	-4,361.00	-397.41	-397.41	.00	-3,963.59	9.1
23901001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
23901001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23901001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23901001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23903302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0

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23903302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23903304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
23903304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23903801 46100	SPECIAL ASSMNT REV-	-110,343.00	-110,343.00	.00	.00	.00	-110,343.00	.0
23903801 47100	INTEREST INC- INVES	-6,062.00	-6,062.00	524.55	.00	.00	-6,586.55	-8.7
23903801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
23903801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
23903801 49025	TRANSFERS IN - INTE	.00	.00	.00	.00	.00	.00	.0
23903801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23903801 49920	INTERFND TRNSFRS IN	-46,225.00	-46,225.00	-911.38	-911.38	.00	-45,313.62	2.0
23911001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
23911001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23911001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
23913302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23913304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
23913801 46100	SPECIAL ASSMNT REV-	-47,999.00	-47,999.00	.00	.00	.00	-47,999.00	.0
23913801 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
23913801 47100	INTEREST INC- INVES	-1,667.00	-1,667.00	-257.09	.00	.00	-1,409.91	15.4
23913801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
23913801 49025	TRANSFERS IN - INTE	.00	.00	.00	.00	.00	.00	.0
23913801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
23913801 49920	INTERFND TRNSFRS IN	-12,391.00	-12,391.00	-221.47	-221.47	.00	-12,169.53	1.8
24001001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
24001001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
24001001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
24001001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
24003302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
24003302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
24003304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
24003304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
24003801 46100	SPECIAL ASSMNT REV-	-29,488.00	-29,488.00	.00	.00	.00	-29,488.00	.0
24003801 47100	INTEREST INC- INVES	-5,259.00	-5,259.00	184.95	.00	.00	-5,443.95	-3.5
24003801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
24003801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
24003801 49920	INTERFND TRNSFRS IN	-1,642.00	-1,642.00	-125.43	-125.43	.00	-1,516.57	7.6
24101001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
24101001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
24101001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
24101001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
24103302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
24103302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
24103304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
24103304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
24103801 46100	SPECIAL ASSMNT REV-	-28,795.00	-28,795.00	-241.83	-241.83	.00	-28,553.17	.8

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24103801 47100	INTEREST INC- INVES	-2,062.00	-2,062.00	44.16	.00	.00	-2,106.16	-2.1
24103801 49920	INTERFND TRNSFRS IN	-893.00	-893.00	-110.47	-110.47	.00	-782.53	12.4
24201001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
24201001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
24201001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
24201001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
24203302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
24203302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
24203304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
24203304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
24203801 46100	SPECIAL ASSMNT REV-	-121,439.00	-121,439.00	.00	.00	.00	-121,439.00	.0
24203801 47100	INTEREST INC- INVES	-11,116.00	-11,116.00	434.77	.00	.00	-11,550.77	-3.9
24203801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
24203801 49020 M1101	TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
24203801 49025	TRANSFERS IN - INTE	.00	.00	.00	.00	.00	.00	.0
24203801 49920	INTERFND TRNSFRS IN	-26,316.00	-26,316.00	-1,455.86	-1,455.86	.00	-24,860.14	5.5
24301001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
24301001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
24301001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
24301001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
24303302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
24303302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
24303304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
24303304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
24303801 46100	SPECIAL ASSMNT REV-	-135,457.00	-135,457.00	.00	.00	.00	-135,457.00	.0
24303801 47100	INTEREST INC- INVES	-8,339.00	-8,339.00	113.26	.00	.00	-8,452.26	-1.4
24303801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
24303801 49020 M1101	TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
24303801 49920	INTERFND TRNSFRS IN	-5,500.00	-5,500.00	-313.10	-313.10	.00	-5,186.90	5.7
24601001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
24603801 46100	SPECIAL ASSMNT REV-	-211,404.00	-211,404.00	-421.25	-421.25	.00	-210,982.75	.2
24603801 47100	INTEREST INC- INVES	-6,894.00	-6,894.00	251.13	.00	.00	-7,145.13	-3.6
24603801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
24603801 49020 M1101	TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
24603801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
24603801 49920	INTERFND TRNSFRS IN	-15,075.00	-15,075.00	-916.89	-916.89	.00	-14,158.11	6.1
24701001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
24703801 46100	SPECIAL ASSMNT REV-	-26,074.00	-26,074.00	.00	.00	.00	-26,074.00	.0
24703801 47100	INTEREST INC- INVES	-4,317.00	-4,317.00	205.39	.00	.00	-4,522.39	-4.8
24703801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
24703801 49020 M1101	TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
24703801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
24703801 49920	INTERFND TRNSFRS IN	-1,497.00	-1,497.00	-134.59	-134.59	.00	-1,362.41	9.0
24901001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0

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24903801 46100	SPECIAL ASSMNT REV-	-23,385.00	-23,385.00	.00	.00	.00	-23,385.00	.0
24903801 47100	INTEREST INC- INVES	2,158.00	2,158.00	-26.45	.00	.00	2,184.45	-1.2
24903801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
24903801 49920	INTERFND TRNSFRS IN	-55,167.00	-55,167.00	-61.51	-61.51	.00	-55,105.49	.1
25001001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
25003801 46100	SPECIAL ASSMNT REV-	-5,550.00	-5,550.00	.00	.00	.00	-5,550.00	.0
25003801 47100	INTEREST INC- INVES	-1,181.00	-1,181.00	36.82	.00	.00	-1,217.82	-3.1
25003801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
25003801 49920	INTERFND TRNSFRS IN	-21,635.00	-21,635.00	-1,628.45	-1,628.45	.00	-20,006.55	7.5
25101001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
25103801 46100	SPECIAL ASSMNT REV-	-84,162.00	-84,162.00	.00	.00	.00	-84,162.00	.0
25103801 47100	INTEREST INC- INVES	-10,466.00	-10,466.00	220.30	.00	.00	-10,686.30	-2.1
25103801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
25103801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
25103801 49025	TRANSFERS IN - INTE	.00	.00	.00	.00	.00	.00	.0
25103801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
25103801 49920	INTERFND TRNSFRS IN	-24,206.00	-24,206.00	-1,163.73	-1,163.73	.00	-23,042.27	4.8
25201001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
25203801 46100	SPECIAL ASSMNT REV-	-18,853.00	-18,853.00	.00	.00	.00	-18,853.00	.0
25203801 47100	INTEREST INC- INVES	-9,142.00	-9,142.00	465.40	.00	.00	-9,607.40	-5.1
25203801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
25203801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
25203801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
25203801 49920	INTERFND TRNSFRS IN	-2,489.00	-2,489.00	-55.09	-55.09	.00	-2,433.91	2.2
25301001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
25303801 46100	SPECIAL ASSMNT REV-	-4,519.00	-4,519.00	.00	.00	.00	-4,519.00	.0
25303801 47100	INTEREST INC- INVES	-299.00	-299.00	11.58	.00	.00	-310.58	-3.9
25303801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
25303801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
25303801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
25303801 49920	INTERFND TRNSFRS IN	-172.00	-172.00	-28.85	-28.85	.00	-143.15	16.8
25401001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
25403801 46100	SPECIAL ASSMNT REV-	31,361.00	31,361.00	.00	.00	.00	31,361.00	.0
25403801 47100	INTEREST INC- INVES	-2,675.00	-2,675.00	132.56	.00	.00	-2,807.56	-5.0
25403801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
25403801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
25403801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
25403801 49920	INTERFND TRNSFRS IN	-19,619.00	-19,619.00	-1,483.62	-1,483.62	.00	-18,135.38	7.6
25501001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
25503801 46100	SPECIAL ASSMNT REV-	-34,388.00	-34,388.00	.00	.00	.00	-34,388.00	.0
25503801 47100	INTEREST INC- INVES	-1,560.00	-1,560.00	79.95	.00	.00	-1,639.95	-5.1
25503801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
25503801 49920	INTERFND TRNSFRS IN	-982.00	-982.00	-119.75	-119.75	.00	-862.25	12.2
25801001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0

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25803801 46100	SPECIAL ASSMNT REV-	-3,694.00	-3,694.00	-204.88	-204.88	.00	-3,489.12	5.5
25803801 47100	INTEREST INC- INVES	-5,001.00	-5,001.00	284.87	.00	.00	-5,285.87	-5.7
25803801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
25803801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
25803801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
25803801 49920	INTERFND TRNSFRS IN	-10,746.00	-10,746.00	-659.22	-659.22	.00	-10,086.78	6.1
26001001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
26003801 46100	SPECIAL ASSMNT REV-	-35,543.00	-35,543.00	.00	.00	.00	-35,543.00	.0
26003801 47100	INTEREST INC- INVES	-1,175.00	-1,175.00	31.95	.00	.00	-1,206.95	-2.7
26003801 49020	TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
26003801 49020	M1101 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
26003801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
26003801 49920	INTERFND TRNSFRS IN	-997.00	-997.00	-83.41	-83.41	.00	-913.59	8.4
30401001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
30401001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
30401001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
30401001 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
30403302 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
30403302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
30403304 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
30403304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
30403801 46100	SPECIAL ASSMNT REV-	-39,446.00	-39,446.00	-26.03	-26.03	.00	-39,419.97	.1
30403801 47100	INTEREST INC- INVES	-1,580.00	-1,580.00	102.61	.00	.00	-1,682.61	-6.5
30403801 49920	INTERFND TRNSFRS IN	-12,037.00	-12,037.00	.00	.00	.00	-12,037.00	.0
40101001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
40101001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
40103101 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
40103101 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
40103801 46100	SPECIAL ASSMNT REV-	-444,258.00	-444,258.00	-252.72	-252.72	.00	-444,005.28	.1
40103801 47100	INTEREST INC- INVES	-1,564.00	-1,564.00	680.23	.00	.00	-2,244.23	-43.5
40201001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
40201001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
40203101 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
40203101 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
40203801 46100	SPECIAL ASSMNT REV-	-47,949.00	-47,949.00	.00	.00	.00	-47,949.00	.0
40203801 47100	INTEREST INC- INVES	-540.00	-540.00	-92.08	.00	.00	-447.92	17.1
40203801 47300	DONATIONS AND CONTR	-15,452.00	-17,400.00	-17,400.00	-17,400.00	.00	.00	100.0
40203801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
40203801 49920	INTERFND TRNSFRS IN	.00	.00	.00	.00	.00	.00	.0
60201001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
60203302 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
60203304 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
60203801 46400	SP.ASSMNT MELLO-ROO	-588,000.00	-588,000.00	-1,151.05	-1,151.05	.00	-586,848.95	.2
60203801 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0

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60203801 47100	INTEREST INC- INVES	-46,895.00	-46,895.00	2,540.28	.00	.00	-49,435.28	-5.4
60401001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
60402121 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
60403801 46000	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
60403801 46400	SP.ASSMNT MELLO-ROO	-945,158.00	-945,158.00	-5,080.49	-5,080.49	.00	-940,077.51	.5
60403801 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
60403801 47100	INTEREST INC- INVES	-111,480.00	-111,480.00	4,550.61	.00	.00	-116,030.61	-4.1
60403801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
60501001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
60503302 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
60503304 47000	MISCELLANEOUS REVEN	.00	.00	-3,028.50	-1,467.00	.00	3,028.50	100.0
60503304 47800	SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
60503801 43400	DAMAGE REIMBURSEMEN	.00	.00	.00	.00	.00	.00	.0
60503801 46400	SP.ASSMNT MELLO-ROO	-4,194,177.00	-4,194,177.00	-7,613.73	-7,613.73	.00	-4,186,563.27	.2
60503801 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
60503801 47100	INTEREST INC- INVES	-81,086.00	-81,086.00	5,943.13	.00	.00	-87,029.13	-7.3
60601001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
60603801 46000	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
60603801 47100	INTEREST INC- INVES	.00	.00	453.15	.00	.00	-453.15	100.0
60701001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
60703801 46000	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
60703801 46400	SP.ASSMNT MELLO-ROO	-357,454.00	-357,454.00	.00	-311,111.04	.00	-357,454.00	.0
60703801 47100	INTEREST INC- INVES	-7,139.00	-7,139.00	1,317.73	.00	.00	-8,456.73	-18.5
60703801 47500	DEVELOPMENT DEPOSIT	.00	.00	.00	.00	.00	.00	.0
60801001 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
60801001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
60803101 46100	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
60803101 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
60803801 46100	SPECIAL ASSMNT REV-	-30,000.00	-30,000.00	.00	.00	.00	-30,000.00	.0
60803801 46400	SP.ASSMNT MELLO-ROO	-463,664.00	-463,664.00	.00	.00	.00	-463,664.00	.0
60803801 47100	INTEREST INC- INVES	-4,032.00	-4,032.00	881.23	.00	.00	-4,913.23	-21.9
60803801 47300	DONATIONS AND CONTR	.00	.00	.00	.00	.00	.00	.0
60803801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
60901001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
60903801 46000	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
60903801 46400	SP.ASSMNT MELLO-ROO	-151.00	-151.00	.00	.00	.00	-151.00	.0
60903801 47100	INTEREST INC- INVES	-16,648.00	-16,648.00	95.81	.00	.00	-16,743.81	-.6
60903801 47500	DEVELOPMENT DEPOSIT	.00	.00	.00	.00	.00	.00	.0
60903801 47500	D0030 DEVELOPMENT DE	.00	.00	.00	.00	.00	.00	.0
99991001 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
99991001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
99993801 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
TOTAL MAINT ASSMNT DIST		-12,705,231.00	-12,707,179.00	-666,340.20	-991,781.00	.00	-12,040,838.80	5.2%
TOTAL REVENUES		-12,705,231.00	-12,707,179.00	-666,340.20	-991,781.00	.00	-12,040,838.80	

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181 STATE GAS TAX FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
181 STATE GAS TAX FUND							
1811001 42100 GAS TAX - HUTA SEC 2	-1,888,932.00	-1,888,932.00	-561,974.10	-201,126.89	.00	-1,326,957.90	29.8
1811001 42110 GAS TAX - HUTA SEC 2	-1,303,700.00	-1,303,700.00	-322,171.44	-116,624.50	.00	-981,528.56	24.7
1811001 42120 GAS TAX - HUTA SEC 2	-828,835.00	-828,835.00	-210,661.76	-74,888.56	.00	-618,173.24	25.4
1811001 42130 GAS TAX - HUTA SEC 2	-1,777,502.00	-1,777,502.00	-416,777.65	-160,307.25	.00	-1,360,724.35	23.4
1811001 42140 GAS TAX - HUTA SEC 2	-10,000.00	-10,000.00	-10,000.00	.00	.00	.00	100.0
1811001 42200 RMRA (SB-1) - ROAD M	.00	.00	.00	.00	.00	.00	.0
1811001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
1811001 47100 INTEREST INC- INVEST	-5,750.00	-5,750.00	-52.09	.00	.00	-5,697.91	.9
1811001 47110 OTHER INTEREST INCOM	.00	.00	-564.74	-564.74	.00	564.74	100.0
1811001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
1811001 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
1811001 49025 TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
1813101 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1813101 49000 C1306 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1813102 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1813102 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1813102 49000 C2003 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1813102 49000 M2001 TRANSFERS IN (L	-50,000.00	-50,000.00	.00	.00	.00	-50,000.00	.0
1813401 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
1813401 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
1813401 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
1813401 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
1813401 49000 C2205 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
1813401 49000 M2001 TRANSFERS IN (L	.00	-29,844.98	-62,363.73	.00	.00	32,518.75	209.0
TOTAL STATE GAS TAX FUND	-5,864,719.00	-5,894,563.98	-1,584,565.51	-553,511.94	.00	-4,309,998.47	26.9%
TOTAL REVENUES	-5,864,719.00	-5,894,563.98	-1,584,565.51	-553,511.94	.00	-4,309,998.47	
182 TRAFFIC SAFETY FUND							
1821001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
1821001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
1821001 49930 TRANSFER IN - TRAFFI	-330,000.00	-330,000.00	-42,148.78	.00	.00	-287,851.22	12.8
1823103 43220 VEHICLE CODE FINES	-210,000.00	-210,000.00	-34,566.06	-16,252.79	.00	-175,433.94	16.5
1823103 47100 INTEREST INC- INVEST	-4,485.00	-4,485.00	-272.41	.00	.00	-4,212.59	6.1
TOTAL TRAFFIC SAFETY FUND	-544,485.00	-544,485.00	-76,987.25	-16,252.79	.00	-467,497.75	14.1%
TOTAL REVENUES	-544,485.00	-544,485.00	-76,987.25	-16,252.79	.00	-467,497.75	
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
1851001 42200 RMRA (SB-1) - ROAD M	-5,462,695.00	-5,462,695.00	-928,405.13	-482,347.37	.00	-4,534,289.87	17.0
1851001 47100 INTEREST INC- INVEST	-140,258.00	-140,258.00	-11,027.03	.00	.00	-129,230.97	7.9
1851001 47110 OTHER INTEREST INCOM	.00	.00	.00	.00	.00	.00	.0
1851001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
TOTAL ROAD MAINT & REHAB ACT F	-5,602,953.00	-5,602,953.00	-939,432.16	-482,347.37	.00	-4,663,520.84	16.8%
TOTAL REVENUES	-5,602,953.00	-5,602,953.00	-939,432.16	-482,347.37	.00	-4,663,520.84	
191 ASSET SEIZURE FUND - FED							
1911001 47120 GAIN/LOSS ON SALE OF	.00	.00	.00	.00	.00	.00	.0
1911001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
1912111 47100 INTEREST INC- INVEST	-5,866.00	-5,866.00	-9,713.51	.00	.00	3,847.51	165.6
1912131 43240 ASSET SEIZURE	.00	.00	-1,717,378.67	.00	.00	1,717,378.67	100.0
1912131 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
1912132 43240 ASSET SEIZURE	.00	.00	.00	.00	.00	.00	.0
TOTAL ASSET SEIZURE FUND - FED	-5,866.00	-5,866.00	-1,727,092.18	.00	.00	1,721,226.18	*******%
TOTAL REVENUES	-5,866.00	-5,866.00	-1,727,092.18	.00	.00	1,721,226.18	
192 ASSET SEIZURE FUND - STATE							
1921001 47120 GAIN/LOSS ON SALE OF	.00	.00	.00	.00	.00	.00	.0
1921001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
1922111 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
1922131 43240 ASSET SEIZURE	.00	.00	-2,767.94	-341.70	.00	2,767.94	100.0
1922131 43240 M2005 ASSET SEIZURE	.00	.00	.00	.00	.00	.00	.0
1922131 47100 INTEREST INC- INVEST	-4,599.00	-4,599.00	425.97	.00	.00	-5,024.97	-9.3
1922132 43240 ASSET SEIZURE	.00	.00	.00	.00	.00	.00	.0
TOTAL ASSET SEIZURE FUND - STA	-4,599.00	-4,599.00	-2,341.97	-341.70	.00	-2,257.03	50.9%
TOTAL REVENUES	-4,599.00	-4,599.00	-2,341.97	-341.70	.00	-2,257.03	
200 FEDERAL GRANTS FUND							
2001001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
2001001 48888 LIFE TO DATE EXT REV	.00	.00	.00	.00	.00	.00	.0

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200 FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2001001 48888 C1301 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C1302 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C1303 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C1304 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C1305 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C1306 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C1307 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C1703 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C1801 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C1808 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C2029 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 C2211 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G1802 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G1903 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G1904 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G1905 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G1908 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G2002 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G2003 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G2005 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G2006 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G2007 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G2115 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 48888 G2201 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2001001 49888 LIFE TO DATE CITY MA	.00	.00	.00	.00	.00	.00	.0
2001001 49888 C2037 LIFE TO DATE CI	.00	.00	.00	.00	.00	.00	.0
2001001 49888 C2038 LIFE TO DATE CI	.00	.00	.00	.00	.00	.00	.0
2001001 49888 G1904 LIFE TO DATE CI	.00	.00	.00	.00	.00	.00	.0
2001001 49888 G1905 LIFE TO DATE CI	.00	.00	.00	.00	.00	.00	.0
2001001 49888 G1908 LIFE TO DATE CI	.00	.00	.00	.00	.00	.00	.0
2001001 49888 G2005 LIFE TO DATE CI	.00	.00	.00	.00	.00	.00	.0
2001001 49888 G2007 LIFE TO DATE CI	.00	.00	.00	.00	.00	.00	.0
2002131 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002131 48000 C2036 FEDERAL GRANTS	.00	-298,366.55	.00	.00	.00	-298,366.55	.0
2002131 48000 C2318 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002131 48000 C2319 FEDERAL GRANTS	.00	-868.75	.00	.00	.00	-868.75	.0
2002131 48000 C2417 FEDERAL GRANTS	.00	-101,521.93	.00	.00	.00	-101,521.93	.0
2002131 48000 G1801 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002131 48000 G1802 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002131 48000 G1902 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002131 48000 G1903 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002131 48000 G2002 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002131 48000 G2003 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002131 48000 G2201 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0

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2002131 48000 G2426 FEDERAL GRANTS	.00	-190,489.00	-22,857.05	.00	.00	-167,631.95	12.0
2002131 48000 G2514 FEDERAL GRANTS	.00	-41,645.79	.00	.00	.00	-41,645.79	.0
2002501 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48000 C2321 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48000 C2332 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48000 C2412 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48000 G2322 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48000 G2323 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48000 G2331 FEDERAL GRANTS	.00	-567,859.22	.00	.00	.00	-567,859.22	.0
2002501 48000 G2340 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48000 G2341 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48000 G2413 FEDERAL GRANTS	.00	-24,287.51	-80,928.75	-80,928.75	.00	56,641.24	333.2
2002501 48000 G2414 FEDERAL GRANTS	.00	-109,415.65	-86,675.25	.00	.00	-22,740.40	79.2
2002501 48000 G2415 FEDERAL GRANTS	.00	-53,333.52	.00	.00	.00	-53,333.52	.0
2002501 48000 G2501 FEDERAL GRANTS	.00	-39,783.42	.00	.00	.00	-39,783.42	.0
2002501 48000 G2503 FEDERAL GRANTS	.00	-225,458.80	.00	.00	.00	-225,458.80	.0
2002501 48000 G2504 FEDERAL GRANTS	.00	-136,965.54	-172,384.21	-172,384.21	.00	35,418.67	125.9
2002501 48000 G2510 FEDERAL GRANTS	.00	-483.53	-222,545.45	-222,545.45	.00	222,061.92	*******
2002501 48000 G2608 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 C2037 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 C2038 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G1904 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G1905 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G1908 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G2005 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G2006 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G2007 STATE GRANTS	.00	-27,577.77	.00	.00	.00	-27,577.77	.0
2002501 48030 G2302 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G2303 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G2304 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G2305 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48030 G2340 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2002501 48100 FEDERAL GRANTS-CITY	.00	.00	.00	.00	.00	.00	.0
2002501 48100 C2037 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 48100 C2321 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 48100 G1904 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 48100 G1905 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 48100 G2005 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 48100 G2007 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 48100 G2322 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 48100 G2323 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 48100 G2415 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 48100 G2503 FEDERAL GRANTS-	.00	-10,240.06	.00	.00	.00	-10,240.06	.0

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2002501 48100 G2504 FEDERAL GRANTS-	.00	-6,848.28	.00	.00	.00	-6,848.28	.0
2002501 48100 G2510 FEDERAL GRANTS-	.00	-14,321.40	-48.40	-48.40	.00	-14,273.00	.3
2002501 49310 C2321 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 49310 G1904 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 49310 G2005 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 49310 G2007 FEDERAL GRANTS-	.00	-1,379.05	.00	.00	.00	-1,379.05	.0
2002501 49310 G2322 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 49310 G2323 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002501 49310 G2413 FEDERAL GRANTS-	.00	-2,428.76	.00	.00	.00	-2,428.76	.0
2002501 49310 G2414 FEDERAL GRANTS-	.00	-10,941.58	.00	.00	.00	-10,941.58	.0
2002501 49310 G2415 FEDERAL GRANTS-	.00	-504.78	.00	.00	.00	-504.78	.0
2002501 49310 G2608 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2002502 48000 G2339 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2002531 48000 G2502 FEDERAL GRANTS	.00	-4,983.62	.00	.00	.00	-4,983.62	.0
2003001 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003101 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003101 48000 C1306 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003101 48000 C1307 FEDERAL GRANTS	.00	-132,007.51	-.38	.00	.00	-132,007.13	.0
2003101 48000 C2531 FEDERAL GRANTS	-774,000.00	-860,000.00	.00	.00	.00	-860,000.00	.0
2003102 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003102 48000 C1301 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003102 48000 C1302 FEDERAL GRANTS	.00	-716,818.13	.00	.00	.00	-716,818.13	.0
2003102 48000 C1303 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003102 48000 C1304 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003102 48000 C1305 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003102 48000 C1601 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003102 48000 C1703 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003102 48000 C1801 FEDERAL GRANTS	.00	-1,762,074.00	.00	.00	.00	-1,762,074.00	.0
2003102 48000 C1808 FEDERAL GRANTS	.00	-33,188.61	.00	.00	.00	-33,188.61	.0
2003102 48000 C2206 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003102 48000 C2211 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003102 48000 C2416 FEDERAL GRANTS	.00	-864,380.14	.00	.00	.00	-864,380.14	.0
2003102 48000 C2504 FEDERAL GRANTS	-298,449.00	-3,795,503.40	.00	.00	.00	-3,795,503.40	.0
2003301 48000 C2555 FEDERAL GRANTS	.00	-326,151.71	.00	.00	.00	-326,151.71	.0
2003301 48200 G2509 FEDERAL PASS-TH	.00	-984,925.00	.00	.00	.00	-984,925.00	.0
2003600 48000 C2025 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003600 48000 C2226 FEDERAL GRANTS	.00	.00	-63,934.66	.00	.00	63,934.66	100.0
2003600 48000 C2228 FEDERAL GRANTS	.00	-3,806,152.00	.00	.00	.00	-3,806,152.00	.0
2003610 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003610 48000 C2029 FEDERAL GRANTS	.00	-30,979.11	.00	.00	.00	-30,979.11	.0
2003610 48000 C2201 FEDERAL GRANTS	.00	-212,587.00	.00	.00	.00	-212,587.00	.0
2003610 48000 G2253 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003801 48000 C1901 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2003801 49025 TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0

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200 FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2003801 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
2004104 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2005501 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
2005501 47300 G2313 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
2005501 47300 G2401 DONATIONS AND C	.00	-3,500.00	-1,038.61	-223.39	.00	-2,461.39	29.7
2005501 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2005502 48200 G2546 FEDERAL PASS-TH	.00	-60,000.00	.00	.00	.00	-60,000.00	.0
2005503 48200 FEDERAL PASS-THROUGH	.00	.00	.00	.00	.00	.00	.0
2005503 48200 G2313 FEDERAL PASS-TH	.00	.00	.00	.00	.00	.00	.0
2005503 48200 G2401 FEDERAL PASS-TH	.00	-420,000.00	-47,789.00	-47,789.00	.00	-372,211.00	11.4
2008101 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2008101 48000 G2115 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
TOTAL FEDERAL GRANTS FUND	-1,072,449.00	-15,877,971.12	-698,201.76	-523,919.20	.00	-15,179,769.36	4.4%
TOTAL REVENUES	-1,072,449.00	-15,877,971.12	-698,201.76	-523,919.20	.00	-15,179,769.36	
201 CDBG FUND							
2011001 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2018101 48010 FED GRANT PROGRAM IN	-100,000.00	-100,000.00	-61,720.39	-597.06	.00	-38,279.61	61.7
2018101 48020 CDBG REVENUE	-1,888,317.00	-5,751,674.78	-1,894,208.60	-722,149.86	.00	-3,857,466.18	32.9
2018101 49025 TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
2018105 47000 MISCELLANEOUS REVENU	.00	.00	-1,208.50	.00	.00	1,208.50	100.0
2018105 48010 FED GRANT PROGRAM IN	.00	.00	.00	.00	.00	.00	.0
2018105 48020 G2332 CDBG REVENUE	.00	.00	.00	.00	.00	.00	.0
2018105 48040 STATE GRANT PROGRAM	.00	.00	.00	.00	.00	.00	.0
TOTAL CDBG FUND	-1,988,317.00	-5,851,674.78	-1,957,137.49	-722,746.92	.00	-3,894,537.29	33.4%
TOTAL REVENUES	-1,988,317.00	-5,851,674.78	-1,957,137.49	-722,746.92	.00	-3,894,537.29	
202 HOME FUND							
2028101 48000 FEDERAL GRANTS	-535,916.00	-5,482,096.36	-47,409.30	.00	.00	-5,434,687.06	.9
2028101 48010 FED GRANT PROGRAM IN	.00	.00	-31,010.26	-425.26	.00	31,010.26	100.0
2028105 47000 MISCELLANEOUS REVENU	.00	.00	-584.00	.00	.00	584.00	100.0
2028105 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2028105 48010 FED GRANT PROGRAM IN	-150,000.00	-193,973.20	.00	.00	.00	-193,973.20	.0
2028105 48040 STATE GRANT PROGRAM	.00	.00	.00	.00	.00	.00	.0
TOTAL HOME FUND	-685,916.00	-5,676,069.56	-79,003.56	-425.26	.00	-5,597,066.00	1.4%
TOTAL REVENUES	-685,916.00	-5,676,069.56	-79,003.56	-425.26	.00	-5,597,066.00	

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FOR 2026 04

203 EMERGENCY SHELTER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
203 EMERGENCY SHELTER FUND							
2031001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
2032111 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
2035501 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2038101 48000 FEDERAL GRANTS	-175,122.00	-280,996.86	-160,202.33	.00	.00	-120,794.53	57.0
TOTAL EMERGENCY SHELTER FUND	-175,122.00	-280,996.86	-160,202.33	.00	.00	-120,794.53	57.0%
TOTAL REVENUES	-175,122.00	-280,996.86	-160,202.33	.00	.00	-120,794.53	
204 ARPA							
2041001 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2041001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
2043301 49000 C2249 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
TOTAL ARPA	.00	.00	.00	.00	.00	.00	.0%
210 STATE & LOCAL GRANTS FUND							
2101001 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
2101001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
2101001 48888 LIFE TO DATE EXT REV	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C1101 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C1301 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C1501 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C1801 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C1802 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C1805 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C1843 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C2005 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C2103 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C2104 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C2212 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C2216 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 C2269 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G1101 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G1301 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0

YEAR-TO-DATE BUDGET REPORT

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FOR 2026 04

210 STATE & LOCAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2101001 48888 G1501 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G1502 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G1504 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G1601 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G1701 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2001 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2008 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2101 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2107 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2108 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2110 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2122 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2237 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2238 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2239 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2240 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2241 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2243 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2252 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 48888 G2254 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2101001 49888 LIFE TO DATE CITY MA	.00	.00	.00	.00	.00	.00	.0
2101001 49888 G2243 LIFE TO DATE CI	.00	.00	.00	.00	.00	.00	.0
2101401 48030 G2511 STATE GRANTS	.00	-1,000,000.00	.00	.00	.00	-1,000,000.00	.0
2102111 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102111 48030 G2239 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102111 48030 G2240 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102111 49000 C2559 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
2102131 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
2102131 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 C1843 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 C2269 STATE GRANTS	.00	-1,603.30	.00	.00	.00	-1,603.30	.0
2102131 48030 C2316 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 C2324 STATE GRANTS	.00	-99,575.36	.00	.00	.00	-99,575.36	.0
2102131 48030 C2411 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 C2418 STATE GRANTS	.00	-71,429.98	.00	.00	.00	-71,429.98	.0
2102131 48030 C2422 STATE GRANTS	.00	-1,439.19	.00	.00	.00	-1,439.19	.0
2102131 48030 C2505 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 C2558 STATE GRANTS	.00	-597,694.24	.00	.00	.00	-597,694.24	.0
2102131 48030 C2559 STATE GRANTS	.00	-239,867.27	.00	.00	.00	-239,867.27	.0
2102131 48030 C2560 STATE GRANTS	.00	-104,500.00	.00	.00	.00	-104,500.00	.0
2102131 48030 C2610 STATE GRANTS	.00	-449,684.02	.00	.00	.00	-449,684.02	.0
2102131 48030 G1301 STATE GRANTS	.00	-577,787.94	-67,975.61	-48,614.08	.00	-509,812.33	11.8
2102131 48030 G2001 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2107 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0

YEAR-TO-DATE BUDGET REPORT

OCTOBER 2025 REVENUE

FOR 2026 04

210 STATE & LOCAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2102131 48030 G2108 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2237 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2238 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2241 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2301 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2319 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2337 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2421 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2427 STATE GRANTS	.00	-332,436.48	.00	.00	.00	-332,436.48	.0
2102131 48030 G2428 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2429 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2506 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102131 48030 G2605 STATE GRANTS	.00	-50,000.00	.00	.00	.00	-50,000.00	.0
2102131 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
2102131 61142 G2107 OTHER FINANCING	.00	.00	.00	.00	.00	.00	.0
2102501 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102501 48030 C2421 STATE GRANTS	.00	-76,694.32	.00	60,703.88	.00	-76,694.32	.0
2102501 48030 G2103 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102501 48030 G2424 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102501 48030 G2507 STATE GRANTS	.00	-1,144,933.66	-137,664.21	.00	.00	-1,007,269.45	12.0
2102501 48030 G2512 STATE GRANTS	.00	-487,944.12	-196,055.88	.00	.00	-291,888.24	40.2
2102502 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102502 48030 C2270 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102502 48030 G2306 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2102512 48030 G1101 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103001 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103001 48030 G2333 STATE GRANTS	.00	-6,429.88	.00	.00	.00	-6,429.88	.0
2103001 48030 G2515 STATE GRANTS	.00	-276,064.00	.00	.00	.00	-276,064.00	.0
2103101 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48030 C1301 STATE GRANTS	.00	-88,741,569.47	.00	.00	.00	-88,741,569.47	.0
2103102 48030 C1501 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48030 C1801 STATE GRANTS	.00	-40,755.00	.00	.00	.00	-40,755.00	.0
2103102 48030 C1802 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48030 C1805 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48030 C2005 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48030 C2103 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48030 C2204 STATE GRANTS	.00	-196,511.37	.00	.00	.00	-196,511.37	.0
2103102 48030 C2206 STATE GRANTS	.00	-237,820.00	.00	.00	.00	-237,820.00	.0
2103102 48030 C2211 STATE GRANTS	.00	-211,092.44	.00	.00	.00	-211,092.44	.0
2103102 48030 C2212 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48030 C2415 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103102 48030 C2501 STATE GRANTS	.00	-16,214.78	.00	.00	.00	-16,214.78	.0

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210 STATE & LOCAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2103102 48030 C2502 STATE GRANTS	.00	-670,665.20	.00	.00	.00	-670,665.20	.0
2103102 48030 C2503 STATE GRANTS	-581,500.00	-738,990.00	.00	.00	.00	-738,990.00	.0
2103102 48030 G2101 STATE GRANTS	.00	-79.11	.00	.00	.00	-79.11	.0
2103102 48030 M2101 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103301 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103301 48030 C2104 STATE GRANTS	.00	-6,681,487.19	-122,630.00	.00	.00	-6,558,857.19	1.8
2103301 48030 C2220 STATE GRANTS	.00	-177,952.00	.00	.00	.00	-177,952.00	.0
2103301 48030 C2317 STATE GRANTS	.00	-2,708,490.14	.00	.00	.00	-2,708,490.14	.0
2103301 48030 C2328 STATE GRANTS	.00	-3,524,076.48	.00	.00	.00	-3,524,076.48	.0
2103301 48030 C2333 STATE GRANTS	.00	-6,606,030.61	-17,884.00	.00	.00	-6,588,146.61	.3
2103301 48030 C2555 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103301 48030 C2563 STATE GRANTS	.00	-3,534,000.00	.00	.00	.00	-3,534,000.00	.0
2103301 48030 C2615 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103301 48030 G2509 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103302 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103302 48030 G2251 STATE GRANTS	.00	-15,460.80	.00	.00	.00	-15,460.80	.0
2103302 48030 M1803 STATE GRANTS	.00	-76,717.00	.00	.00	.00	-76,717.00	.0
2103401 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103401 48030 C2205 STATE GRANTS	.00	-90,989.18	.00	.00	.00	-90,989.18	.0
2103401 48030 C2209 STATE GRANTS	.00	-159,008.82	.00	.00	.00	-159,008.82	.0
2103600 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103600 48030 C1101 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103600 48030 G2242 STATE GRANTS	.00	-1,145.37	.00	.00	.00	-1,145.37	.0
2103600 48888 G2242 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2103610 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103610 48030 C2201 STATE GRANTS	.00	-703,750.00	-699,437.50	-281,437.50	.00	-4,312.50	99.4
2103610 48030 G2254 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103630 48030 G2122 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103630 48030 G2202 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103630 48030 G2252 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103631 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103631 48030 C2423 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103631 48030 G2334 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103631 48030 G2335 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103631 48030 G2417 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103631 48030 G2425 STATE GRANTS	.00	-49,663.00	.00	.00	.00	-49,663.00	.0
2103631 48030 G2544 STATE GRANTS	.00	-27,539.00	.00	.00	.00	-27,539.00	.0
2103631 48030 G2545 STATE GRANTS	.00	-49,430.00	.00	.00	.00	-49,430.00	.0
2103750 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103750 48030 G2122 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103750 48030 G2202 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103750 48030 G2252 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2103801 48030 G2232 STATE GRANTS	.00	-217,663.95	.00	.00	.00	-217,663.95	.0
2103801 48030 G2423 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0

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210 STATE & LOCAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2103801 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
2104101 48030 G2320 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2104104 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2104104 48030 G2008 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2104104 48030 G2110 STATE GRANTS	.00	-162,438.00	.00	.00	.00	-162,438.00	.0
2104104 48030 G2516 STATE GRANTS	.00	-645,270.00	.00	.00	.00	-645,270.00	.0
2104104 48100 FEDERAL GRANTS-CITY	.00	.00	.00	.00	.00	.00	.0
2104104 48100 G2307 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2104104 48100 G2409 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2104104 49310 G2409 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0
2105501 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2105501 48030 C2216 STATE GRANTS	.00	-1,935,118.20	.00	.00	.00	-1,935,118.20	.0
2105501 48030 G2246 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2105501 48050 LOCAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2105502 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2105502 48000 G2422 FEDERAL GRANTS	-4,470,000.00	-4,470,000.00	-762,850.01	-272,455.32	.00	-3,707,149.99	17.1
2105503 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2105503 48000 G2307 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2105503 48000 G2409 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2105503 48000 G2419 FEDERAL GRANTS	-215,000.00	.00	-4,534.06	-4,534.06	.00	4,534.06	100.0
2105503 48000 G2420 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2105503 48000 G2606 FEDERAL GRANTS	.00	-215,000.00	-6,218.78	-6,218.78	.00	-208,781.22	2.9
2105503 48030 C2320 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2105503 48050 LOCAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2105503 49310 G2420 FEDERAL GRANTS-	-23,896.00	.00	.00	.00	.00	.00	.0
2105503 49310 G2607 FEDERAL GRANTS-	.00	-23,896.00	.00	.00	.00	-23,896.00	.0
2105511 48000 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2105511 48000 G1601 FEDERAL GRANTS	-2,351,425.00	-2,351,425.00	-379,048.93	-177,489.93	.00	-1,972,376.07	16.1
2105511 48000 G2315 FEDERAL GRANTS	.00	.00	.00	.00	.00	.00	.0
2108101 43300 RENTAL REVENUE (SHOR	.00	.00	.00	.00	.00	.00	.0
2108101 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
2108101 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
2108101 47700 G1504 OTHER REIMBURSE	-60,000.00	-200,830.96	.00	.00	.00	-200,830.96	.0
2108101 48010 FED GRANT PROGRAM IN	.00	.00	.00	.00	.00	.00	.0
2108101 48010 G1502 FED GRANT PROGR	-60,000.00	-300,000.00	.00	.00	.00	-300,000.00	.0
2108101 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2108101 48030 G1502 STATE GRANTS	.00	.00	-71,942.32	.00	.00	71,942.32	100.0
2108101 48030 G1504 STATE GRANTS	.00	.00	-31,050.00	.00	.00	31,050.00	100.0
2108101 48030 G2338 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2108103 48030 G2416 STATE GRANTS	.00	-305,120.14	.00	.00	.00	-305,120.14	.0
TOTAL STATE & LOCAL GRANTS FUN	-7,761,821.00	-131,604,282.97	-2,497,291.30	-730,045.79	.00	-129,106,991.67	1.9%
TOTAL REVENUES	-7,761,821.00	-131,604,282.97	-2,497,291.30	-730,045.79	.00	-129,106,991.67	
212 TRANSPORT DEV ACT (TDA) FUND							
90301001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0

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212 TRANSPORT DEV ACT (TDA) FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90303001 42300 TRANSPORT. TAX TDA	-15,000.00	-15,000.00	-14,588.00	-14,588.00	.00	-412.00	97.3
90303001 47100 INTEREST INC- INVES	-4,671.00	-4,671.00	369.58	.00	.00	-5,040.58	-7.9
90303101 49300 G1001 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
90303102 42300 C2504 TRANSPORT. TAX	-500,000.00	-500,000.00	.00	.00	.00	-500,000.00	.0
90401001 47000 MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
90401001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
90403001 42310 TRANSPORT. TAX TDA	.00	.00	.00	.00	.00	.00	.0
90403001 42320 TRANSPORT. TAX TDA	.00	.00	.00	.00	.00	.00	.0
90403001 47100 INTEREST INC- INVES	.00	.00	2,855.43	.00	.00	-2,855.43	100.0
90403102 47000 C1809 MISCELLANEOUS	.00	-15,000.00	.00	.00	.00	-15,000.00	.0
90403201 42310 TRANSPORT. TAX TDA	-702,021.00	-702,021.00	-138,198.00	-46,066.00	.00	-563,823.00	19.7
90403201 43210 PARKING FINES	.00	.00	.00	.00	.00	.00	.0
90403201 43310 LEASE REVENUE (LONG	-251,089.00	-251,089.00	-66,997.76	-16,928.29	.00	-184,091.24	26.7
90403201 47000 MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
90403201 47000 T0019 MISCELLANEOUS	.00	.00	.00	.00	.00	.00	.0
90403201 47100 INTEREST INC- INVES	-65,846.00	-65,846.00	.00	.00	.00	-65,846.00	.0
90403201 47110 OTHER INTEREST INCO	.00	.00	.00	.00	.00	.00	.0
90403201 47700 OTHER REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
90403201 61130 LEASE CLEARING (LES	.00	.00	.00	.00	.00	.00	.0
90403201 61131 61131 LEASE REVENUE	.00	.00	.00	.00	.00	.00	.0
90403201 61134 INTEREST INCOME - G	.00	.00	.00	.00	.00	.00	.0
90403201 61135 NONLEASE COMPONENT	.00	.00	.00	.00	.00	.00	.0
90404101 47000 MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
90801001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
90803001 47000 MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
90803001 47100 INTEREST INC- INVES	-2,406.00	-2,406.00	81.97	.00	.00	-2,487.97	-3.4
TOTAL TRANSPORT DEV ACT (TDA)	-1,541,033.00	-1,556,033.00	-216,476.78	-77,582.29	.00	-1,339,556.22	13.9%
TOTAL REVENUES	-1,541,033.00	-1,556,033.00	-216,476.78	-77,582.29	.00	-1,339,556.22	
220 STATE HOUSING (LHTFP) GRANT							
2201001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
2201001 48888 LIFE TO DATE EXT REV	.00	.00	.00	.00	.00	.00	.0
2201001 48888 G2102 LIFE TO DATE EX	.00	.00	.00	.00	.00	.00	.0
2208101 47100 INTEREST INC- INVEST	-24,661.00	-24,661.00	-155.09	.00	.00	-24,505.91	.6
2208101 47110 OTHER INTEREST INCOM	.00	.00	.00	.00	.00	.00	.0
2208101 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
2208101 48030 G2102 STATE GRANTS	-305,106.00	-634,081.94	.00	.00	.00	-634,081.94	.0
2208101 48030 G2244 STATE GRANTS	-50,851.00	-122,353.49	.00	.00	.00	-122,353.49	.0
2208101 48030 M2102 STATE GRANTS	.00	-648,438.05	.00	.00	.00	-648,438.05	.0
2208105 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0

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220 STATE HOUSING (LHTFP) GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL STATE HOUSING (LHTFP) GR	-380,618.00	-1,429,534.48	-155.09	.00	.00	-1,429,379.39	.0%
TOTAL REVENUES	-380,618.00	-1,429,534.48	-155.09	.00	.00	-1,429,379.39	
230 STATE TRAFFIC CONG RELIEF FUND							
2301001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
2303103 47100 INTEREST INC- INVEST	-24,229.00	-24,229.00	626.13	.00	.00	-24,855.13	-2.6
2303103 48030 STATE GRANTS	.00	.00	.00	.00	.00	.00	.0
TOTAL STATE TRAFFIC CONG RELIE	-24,229.00	-24,229.00	626.13	.00	.00	-24,855.13	-2.6%
TOTAL REVENUES	-24,229.00	-24,229.00	626.13	.00	.00	-24,855.13	
301 CAPITAL OUTLAY FUND							
3011001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
3011001 47110 OTHER INTEREST INCOM	.00	.00	.00	.00	.00	.00	.0
3011001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
3011001 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
3011001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3011201 49300 C2258 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3011201 49300 C2261 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3011401 49300 C2557 TRANSFERS IN -	.00	-57,684.81	-21,852.50	-21,852.50	.00	-35,832.31	37.9
3011405 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
3011405 49300 C2101 TRANSFERS IN -	.00	-301,111.15	.00	.00	.00	-301,111.15	.0
3011405 49300 C2301 TRANSFERS IN -	.00	-40,000.00	.00	.00	.00	-40,000.00	.0
3011601 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3011621 49300 C2258 TRANSFERS IN -	.00	-112,000.00	.00	.00	.00	-112,000.00	.0
3011621 49300 C2261 TRANSFERS IN -	.00	-112,000.00	.00	.00	.00	-112,000.00	.0
3011801 49300 C1604 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3011801 49300 C2232 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3011801 49300 C2252 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3011801 49300 C2253 TRANSFERS IN -	.00	-629,699.89	.00	.00	.00	-629,699.89	.0
3011801 49300 C2322 TRANSFERS IN -	.00	-2,000,000.00	.00	.00	.00	-2,000,000.00	.0
3011804 49000 C2034 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
3011804 49300 C2034 TRANSFERS IN -	-2,250,000.00	-2,615,749.57	-845,317.59	-845,317.59	.00	-1,770,431.98	32.3
3011804 49300 C2126 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3011804 49300 C2127 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012131 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3012131 49300 C1843 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0

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3012131 49300 C1844 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012131 49300 C2036 TRANSFERS IN -	.00	-1,031,028.28	-225,301.03	-225,301.03	.00	-805,727.25	21.9
3012131 49300 C2039 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012131 49300 C2257 TRANSFERS IN -	.00	-942,926.15	-45,784.33	-45,784.33	.00	-897,141.82	4.9
3012131 49300 C2260 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012131 49300 C2269 TRANSFERS IN -	.00	-1,603.30	.00	.00	.00	-1,603.30	.0
3012131 49300 C2316 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012131 49300 C2318 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012131 49300 C2319 TRANSFERS IN -	.00	-868.75	.00	.00	.00	-868.75	.0
3012131 49300 C2324 TRANSFERS IN -	.00	-99,575.36	.00	.00	.00	-99,575.36	.0
3012131 49300 C2411 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012131 49300 C2417 TRANSFERS IN -	.00	-101,521.93	.00	.00	.00	-101,521.93	.0
3012131 49300 C2418 TRANSFERS IN -	.00	-71,429.98	-36,866.65	-36,866.65	.00	-34,563.33	51.6
3012131 49300 C2422 TRANSFERS IN -	.00	-1,439.19	.00	.00	.00	-1,439.19	.0
3012131 49300 C2505 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012131 49300 C2550 TRANSFERS IN -	.00	-300,000.00	.00	.00	.00	-300,000.00	.0
3012131 49300 C2558 TRANSFERS IN -	.00	-597,694.24	.00	.00	.00	-597,694.24	.0
3012131 49300 C2559 TRANSFERS IN -	.00	-239,867.27	-50,381.46	-50,381.46	.00	-189,485.81	21.0
3012131 49300 C2560 TRANSFERS IN -	.00	-104,500.00	-93,403.59	-93,403.59	.00	-11,096.41	89.4
3012131 49300 C2610 TRANSFERS IN -	.00	-449,684.02	-45,614.34	-45,614.34	.00	-404,069.68	10.1
3012501 49000 C2040 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
3012501 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C1702 TRANSFERS IN -	.00	-2,795,806.25	-50,569.70	-50,569.70	.00	-2,745,236.55	1.8
3012501 49300 C1845 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2037 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2038 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2040 TRANSFERS IN -	.00	-473,428.00	-4,125.95	-4,125.95	.00	-469,302.05	.9
3012501 49300 C2128 TRANSFERS IN -	.00	-1,680.00	.00	.00	.00	-1,680.00	.0
3012501 49300 C2202 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2203 TRANSFERS IN -	.00	-262,571.50	-131,638.60	-131,638.60	.00	-130,932.90	50.1
3012501 49300 C2255 TRANSFERS IN -	.00	-2,639,820.17	-81,652.08	-81,652.08	.00	-2,558,168.09	3.1
3012501 49300 C2256 TRANSFERS IN -	.00	-94,000.00	-82,974.28	-82,974.28	.00	-11,025.72	88.3
3012501 49300 C2259 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2302 TRANSFERS IN -	-400,000.00	-409,537.72	.00	.00	.00	-409,537.72	.0
3012501 49300 C2303 TRANSFERS IN -	-400,000.00	-523,076.04	.00	.00	.00	-523,076.04	.0
3012501 49300 C2321 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2329 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2332 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2410 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2412 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2420 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012501 49300 C2421 TRANSFERS IN -	.00	-76,694.32	.00	.00	.00	-76,694.32	.0
3012501 49300 C2635 TRANSFERS IN -	-129,000.00	-129,000.00	.00	.00	.00	-129,000.00	.0
3012501 49310 C2412 FEDERAL GRANTS-	.00	.00	.00	.00	.00	.00	.0

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3012502 49300 C2270 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3012512 49300 C2636 TRANSFERS IN -	-45,000.00	-45,000.00	.00	.00	.00	-45,000.00	.0
3013001 49300 C0101 TRANSFERS IN -	.00	-278,856.00	.00	.00	.00	-278,856.00	.0
3013001 49300 C1308 TRANSFERS IN -	.00	-66,600.00	.00	.00	.00	-66,600.00	.0
3013001 49300 C1309 TRANSFERS IN -	.00	-143,444.00	.00	.00	.00	-143,444.00	.0
3013001 49300 C1310 TRANSFERS IN -	.00	-28,521.00	.00	.00	.00	-28,521.00	.0
3013001 49300 C1311 TRANSFERS IN -	.00	-1,969,108.97	.00	.00	.00	-1,969,108.97	.0
3013001 49300 C1401 TRANSFERS IN -	.00	-195,327.00	.00	.00	.00	-195,327.00	.0
3013001 49300 C1403 TRANSFERS IN -	.00	-377,299.00	.00	.00	.00	-377,299.00	.0
3013001 49300 C2601 TRANSFERS IN -	-200,000.00	-200,000.00	.00	.00	.00	-200,000.00	.0
3013001 49300 C8801 TRANSFERS IN -	.00	-32,653.00	.00	.00	.00	-32,653.00	.0
3013001 49300 C9001 TRANSFERS IN -	.00	-161,045.00	.00	.00	.00	-161,045.00	.0
3013001 49300 C9401 TRANSFERS IN -	.00	-277,421.00	.00	.00	.00	-277,421.00	.0
3013101 47110 OTHER INTEREST INCOM	.00	.00	.00	.00	.00	.00	.0
3013101 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C1306 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C1307 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C1402 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C1501 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C1704 TRANSFERS IN -	.00	-106,276.30	.00	.00	.00	-106,276.30	.0
3013101 49300 C1801 TRANSFERS IN -	.00	-17,404.53	.00	.00	.00	-17,404.53	.0
3013101 49300 C1901 TRANSFERS IN -	.00	-3,854,986.45	-34,751.72	-34,751.72	.00	-3,820,234.73	.9
3013101 49300 C2002 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C2019 TRANSFERS IN -	.00	-7,224.36	.00	.00	.00	-7,224.36	.0
3013101 49300 C2101 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C2106 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C2107 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C2108 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C2109 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C2110 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C2111 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013101 49300 C2218 TRANSFERS IN -	.00	-165,560.83	-2,120.63	-2,120.63	.00	-163,440.20	1.3
3013101 49300 C2306 TRANSFERS IN -	.00	-1,426,195.63	-89,613.60	-89,613.60	.00	-1,336,582.03	6.3
3013101 49300 C2531 TRANSFERS IN -	-774,000.00	-860,000.00	.00	.00	.00	-860,000.00	.0
3013102 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3013102 49300 C1301 TRANSFERS IN -	.00	-89,646,260.46	-6,802,758.72	-6,802,758.72	.00	-82,843,501.74	7.6
3013102 49300 C1302 TRANSFERS IN -	.00	-1,351,432.21	-409,914.59	-409,914.59	.00	-941,517.62	30.3
3013102 49300 C1303 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013102 49300 C1304 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013102 49300 C1305 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013102 49300 C1306 TRANSFERS IN -	.00	-37,765.02	.00	.00	.00	-37,765.02	.0
3013102 49300 C1307 TRANSFERS IN -	.00	-156,314.67	.00	.00	.00	-156,314.67	.0
3013102 49300 C1601 TRANSFERS IN -	.00	-305,910.92	-5,016.06	-5,016.06	.00	-300,894.86	1.6
3013102 49300 C1602 TRANSFERS IN -	.00	-60,410.16	-60,410.16	-60,410.16	.00	.00	100.0

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3013102 49300 C1703 TRANSFERS IN -	.00	-124,135.97	.00	.00	.00	-124,135.97	.0
3013102 49300 C1801 TRANSFERS IN -	.00	-2,420,652.00	.00	.00	.00	-2,420,652.00	.0
3013102 49300 C1802 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013102 49300 C1808 TRANSFERS IN -	.00	-33,188.61	.00	.00	.00	-33,188.61	.0
3013102 49300 C1809 TRANSFERS IN -	-2,000,000.00	-3,188,196.22	-30,585.94	-30,585.94	.00	-3,157,610.28	1.0
3013102 49300 C2003 TRANSFERS IN -	.00	-636,146.97	.00	.00	.00	-636,146.97	.0
3013102 49300 C2004 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013102 49300 C2005 TRANSFERS IN -	.00	-345,400.53	-115,198.83	-115,198.83	.00	-230,201.70	33.4
3013102 49300 C2006 TRANSFERS IN -	-1,560,000.00	-5,235,335.18	-187,910.00	-187,910.00	.00	-5,047,425.18	3.6
3013102 49300 C2103 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013102 49300 C2204 TRANSFERS IN -	.00	-196,511.37	.00	.00	.00	-196,511.37	.0
3013102 49300 C2206 TRANSFERS IN -	-4,200,000.00	-4,437,820.00	.00	.00	.00	-4,437,820.00	.0
3013102 49300 C2207 TRANSFERS IN -	.00	-125,000.00	.00	.00	.00	-125,000.00	.0
3013102 49300 C2208 TRANSFERS IN -	.00	-262,675.00	.00	.00	.00	-262,675.00	.0
3013102 49300 C2211 TRANSFERS IN -	.00	-580,788.91	-579,500.00	-579,500.00	.00	-1,288.91	99.8
3013102 49300 C2212 TRANSFERS IN -	.00	-525,586.55	.00	.00	.00	-525,586.55	.0
3013102 49300 C2213 TRANSFERS IN -	.00	-250,000.00	.00	.00	.00	-250,000.00	.0
3013102 49300 C2254 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013102 49300 C2304 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013102 49300 C2415 TRANSFERS IN -	.00	-17,520.50	.00	.00	.00	-17,520.50	.0
3013102 49300 C2416 TRANSFERS IN -	.00	-864,380.14	.00	.00	.00	-864,380.14	.0
3013102 49300 C2501 TRANSFERS IN -	.00	-16,214.78	.00	.00	.00	-16,214.78	.0
3013102 49300 C2502 TRANSFERS IN -	-77,570.00	-748,235.20	.00	.00	.00	-748,235.20	.0
3013102 49300 C2503 TRANSFERS IN -	-663,610.00	-821,100.00	-29,428.50	-29,428.50	.00	-791,671.50	3.6
3013102 49300 C2504 TRANSFERS IN -	-798,449.00	-4,295,503.40	.00	.00	.00	-4,295,503.40	.0
3013301 49000 C2239 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
3013301 49000 C2249 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
3013301 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C0501 TRANSFERS IN -	.00	-13,320.00	.00	.00	.00	-13,320.00	.0
3013301 49300 C1312 TRANSFERS IN -	.00	-20,548.00	.00	.00	.00	-20,548.00	.0
3013301 49300 C1313 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C1810 TRANSFERS IN -	.00	-60,399.53	.00	.00	.00	-60,399.53	.0
3013301 49300 C1811 TRANSFERS IN -	.00	-150,482.00	.00	.00	.00	-150,482.00	.0
3013301 49300 C2012 TRANSFERS IN -	.00	-572,814.08	-1,900.34	-1,900.34	.00	-570,913.74	.3
3013301 49300 C2015 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2017 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2104 TRANSFERS IN -	.00	-6,681,487.19	-44,623.20	-44,623.20	.00	-6,636,863.99	.7
3013301 49300 C2105 TRANSFERS IN -	.00	-74,637.00	-9,069.97	-9,069.97	.00	-65,567.03	12.2
3013301 49300 C2217 TRANSFERS IN -	.00	-994,945.72	-3,510.18	-3,510.18	.00	-991,435.54	.4
3013301 49300 C2219 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2220 TRANSFERS IN -	.00	-387,767.36	-2,491.80	-2,491.80	.00	-385,275.56	.6
3013301 49300 C2221 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2222 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2223 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0

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3013301 49300 C2224 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2225 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2239 TRANSFERS IN -	.00	-2,891,746.75	-377,598.02	-377,598.02	.00	-2,514,148.73	13.1
3013301 49300 C2240 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2241 TRANSFERS IN -	.00	-37,394.73	-1,149.65	-1,149.65	.00	-36,245.08	3.1
3013301 49300 C2244 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2245 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013301 49300 C2249 TRANSFERS IN -	.00	-4,336,110.06	-56,694.08	-56,694.08	.00	-4,279,415.98	1.3
3013301 49300 C2305 TRANSFERS IN -	.00	-2,123,908.17	-52,448.15	-52,448.15	.00	-2,071,460.02	2.5
3013301 49300 C2317 TRANSFERS IN -	.00	-5,383,068.14	-318,599.71	-318,599.71	.00	-5,064,468.43	5.9
3013301 49300 C2327 TRANSFERS IN -	.00	-71,731.44	.00	.00	.00	-71,731.44	.0
3013301 49300 C2328 TRANSFERS IN -	-500,000.00	-4,024,076.48	.00	.00	.00	-4,024,076.48	.0
3013301 49300 C2330 TRANSFERS IN -	.00	-7,415.00	.00	.00	.00	-7,415.00	.0
3013301 49300 C2333 TRANSFERS IN -	.00	-6,606,030.61	-55,170.00	-55,170.00	.00	-6,550,860.61	.8
3013301 49300 C2334 TRANSFERS IN -	.00	-1,205,178.94	.00	.00	.00	-1,205,178.94	.0
3013301 49300 C2404 TRANSFERS IN -	.00	-288,872.35	.00	.00	.00	-288,872.35	.0
3013301 49300 C2542 TRANSFERS IN -	-1,080,000.00	-1,200,000.00	.00	.00	.00	-1,200,000.00	.0
3013301 49300 C2546 TRANSFERS IN -	.00	-100,859.02	.00	.00	.00	-100,859.02	.0
3013301 49300 C2555 TRANSFERS IN -	.00	-326,151.71	-14,919.70	-14,919.70	.00	-311,232.01	4.6
3013301 49300 C2563 TRANSFERS IN -	.00	-3,534,000.00	.00	.00	.00	-3,534,000.00	.0
3013301 49300 C2607 TRANSFERS IN -	-424,000.00	-424,000.00	-17,756.18	-17,756.18	.00	-406,243.82	4.2
3013301 49300 C2608 TRANSFERS IN -	-454,000.00	-454,000.00	.00	.00	.00	-454,000.00	.0
3013301 49300 C2609 TRANSFERS IN -	-1,300,000.00	-1,300,000.00	.00	.00	.00	-1,300,000.00	.0
3013301 49300 C2615 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
3013401 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C1306 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C1307 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C1501 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C1802 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C1803 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C1804 TRANSFERS IN -	.00	-470,857.27	.00	.00	.00	-470,857.27	.0
3013401 49300 C1805 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C2102 TRANSFERS IN -	-4,200,000.00	-8,642,332.16	-112,486.62	-112,486.62	.00	-8,529,845.54	1.3
3013401 49300 C2111 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C2205 TRANSFERS IN -	-8,400,000.00	-20,213,151.63	-60,932.59	-60,932.59	.00	-20,152,219.04	.3
3013401 49300 C2209 TRANSFERS IN -	-11,069,637.00	-24,147,163.23	-3,000,696.06	-3,000,696.06	.00	-21,146,467.17	12.4
3013401 49300 C2307 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C2330 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C2547 TRANSFERS IN -	.00	-300,000.00	.00	.00	.00	-300,000.00	.0
3013401 49300 C2548 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013401 49300 C2553 TRANSFERS IN -	.00	-45,720.15	.00	.00	.00	-45,720.15	.0
3013401 49300 C2564 TRANSFERS IN -	.00	-1,000,000.00	.00	.00	.00	-1,000,000.00	.0
3013401 49300 C2603 TRANSFERS IN -	-2,000,000.00	-2,000,000.00	.00	.00	.00	-2,000,000.00	.0

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3013502 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3013502 49300 C2214 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013502 49300 C2215 TRANSFERS IN -	.00	-724,522.46	.00	.00	.00	-724,522.46	.0
3013502 49300 C2245 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013502 49300 C2264 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013502 49300 C2265 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013502 49300 C2266 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013502 49300 C2267 TRANSFERS IN -	.00	-47,709.70	-605.87	-605.87	.00	-47,103.83	1.3
3013502 49300 C2268 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013502 49300 C2403 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013502 49300 C2406 TRANSFERS IN -	.00	-1,150,000.00	.00	.00	.00	-1,150,000.00	.0
3013750 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
3013750 49300 C2613 TRANSFERS IN -	-200,000.00	-200,000.00	.00	.00	.00	-200,000.00	.0
3013801 49300 C1901 TRANSFERS IN -	.00	-120,477.00	.00	.00	.00	-120,477.00	.0
3013801 49300 C2015 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013801 49300 C2016 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013801 49300 C2017 TRANSFERS IN -	.00	-469,661.00	.00	.00	.00	-469,661.00	.0
3013801 49300 C2219 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013801 49300 C2221 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3013801 49300 C2407 TRANSFERS IN -	.00	-43,723.38	.00	.00	.00	-43,723.38	.0
3013801 49300 C2525 TRANSFERS IN -	-250,000.00	-250,000.00	.00	.00	.00	-250,000.00	.0
3013801 49300 C2529 TRANSFERS IN -	-80,000.00	-80,000.00	.00	.00	.00	-80,000.00	.0
3015401 49300 C2602 TRANSFERS IN -	.00	-1,251,375.00	.00	.00	.00	-1,251,375.00	.0
3015404 49300 C2250 TRANSFERS IN -	.00	-1,071,500.00	.00	.00	.00	-1,071,500.00	.0
3015404 49300 C2314 TRANSFERS IN -	.00	-450,000.00	.00	.00	.00	-450,000.00	.0
3015405 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3015405 49300 C1603 TRANSFERS IN -	.00	-2,318,484.00	.00	.00	.00	-2,318,484.00	.0
3015405 49300 C2507 TRANSFERS IN -	-1,350,000.00	-1,550,000.00	.00	.00	.00	-1,550,000.00	.0
3015501 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3015501 49300 C2009 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3015501 49300 C2010 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3015501 49300 C2011 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3015501 49300 C2042 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3015501 49300 C2216 TRANSFERS IN -	.00	-1,935,118.20	.00	.00	.00	-1,935,118.20	.0
3015501 49300 C2243 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3015501 49300 C2247 TRANSFERS IN -	.00	-133.72	.00	.00	.00	-133.72	.0
3015501 49300 C2251 TRANSFERS IN -	.00	-1,429,844.91	-700.57	-700.57	.00	-1,429,144.34	.0
3015501 49300 C2262 TRANSFERS IN -	.00	-142,604.79	.00	.00	.00	-142,604.79	.0
3015501 49300 C2549 TRANSFERS IN -	.00	-559,555.57	-13,416.00	-13,416.00	.00	-546,139.57	2.4
3015503 49300 C2008 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3015503 49300 C2320 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3015503 49300 C2612 TRANSFERS IN -	-1,000,000.00	-1,000,000.00	.00	.00	.00	-1,000,000.00	.0
3015601 49300 C2043 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3015601 49300 C2248 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0

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3018101 49300 C1902 TRANSFERS IN -	.00	-403,597.02	.00	.00	.00	-403,597.02	.0
3018101 49300 C2209 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3018101 49300 C2405 TRANSFERS IN -	.00	-47,837.04	.00	.00	.00	-47,837.04	.0
3018105 49300 C2238 TRANSFERS IN -	.00	-700,000.00	.00	.00	.00	-700,000.00	.0
3018110 49300 C1841 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3018110 49300 C2007 TRANSFERS IN -	.00	-48,934.00	.00	.00	.00	-48,934.00	.0
3018110 49300 C2331 TRANSFERS IN -	.00	-111,621.00	.00	.00	.00	-111,621.00	.0
3018110 49300 C2508 TRANSFERS IN -	-1,800,000.00	-1,986,425.76	.00	.00	.00	-1,986,425.76	.0
TOTAL CAPITAL OUTLAY FUND	-47,605,266.00	-262,294,699.00	-14,207,459.54	-14,207,459.54	.00	-248,087,239.46	5.4%
TOTAL REVENUES	-47,605,266.00	-262,294,699.00	-14,207,459.54	-14,207,459.54	.00	-248,087,239.46	
311 PEG FEES FUND							
3111001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
3111405 40400 FRANCHISE FEES	-310,000.00	-310,000.00	.00	.00	.00	-310,000.00	.0
3111405 47100 INTEREST INC- INVEST	-163,732.00	-163,732.00	3,803.36	.00	.00	-167,535.36	-2.3
TOTAL PEG FEES FUND	-473,732.00	-473,732.00	3,803.36	.00	.00	-477,535.36	-.8%
TOTAL REVENUES	-473,732.00	-473,732.00	3,803.36	.00	.00	-477,535.36	
313 2022 LEASE PURCH EQUIP FUND							
3131001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
3131001 47110 OTHER INTEREST INCOM	.00	.00	-2,458.64	-2,458.64	.00	2,458.64	100.0
3131001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
3131001 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
3131001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3132131 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3132501 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
TOTAL 2022 LEASE PURCH EQUIP F	.00	.00	-2,458.64	-2,458.64	.00	2,458.64	100.0%
TOTAL REVENUES	.00	.00	-2,458.64	-2,458.64	.00	2,458.64	
314 2014 LEASE REV BOND FUND							
3141001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
3141001 47110 OTHER INTEREST INCOM	.00	.00	-19,647.88	-19,647.88	.00	19,647.88	100.0

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314 2014 LEASE REV BOND FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3141001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
3141001 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
3141001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3143101 47110 OTHER INTEREST INCOM	.00	.00	.00	.00	.00	.00	.0
3143101 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3143401 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
3143401 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
TOTAL 2014 LEASE REV BOND FUND	.00	.00	-19,647.88	-19,647.88	.00	19,647.88	100.0%
TOTAL REVENUES	.00	.00	-19,647.88	-19,647.88	.00	19,647.88	
315 2006 TAB HERO/SW/ORMOND FUND							
3151001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
3151001 47110 OTHER INTEREST INCOM	.00	.00	-5,852.11	-5,852.11	.00	5,852.11	100.0
3151001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
3151001 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
3151001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3153101 47110 OTHER INTEREST INCOM	.00	.00	.00	.00	.00	.00	.0
3153101 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3153102 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3153301 49300 C2330 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
3153401 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
3153401 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
3155501 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
TOTAL 2006 TAB HERO/SW/ORMOND	.00	.00	-5,852.11	-5,852.11	.00	5,852.11	100.0%
TOTAL REVENUES	.00	.00	-5,852.11	-5,852.11	.00	5,852.11	
316 2019A LEASE REV BOND FUND							
3161001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
3161001 47110 OTHER INTEREST INCOM	.00	.00	.00	.00	.00	.00	.0
3161001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
3161001 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
3161001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
TOTAL 2019A LEASE REV BOND FUN	.00	.00	.00	.00	.00	.00	.0%
320 LOST PUBLIC SECTOR REV FUND							
3201001 49020 TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0

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320 LOST PUBLIC SECTOR REV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3201001 49025 TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3201001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
TOTAL LOST PUBLIC SECTOR REV F	.00	.00	.00	.00	.00	.00	.0%
350 DEVELOPMENT IMPACT FEES FUND							
80101001 41030 QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
80101001 47100 INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
80101001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
80201001 41040 PARK ACQUISITION DE	-267,390.00	-267,390.00	-22,935.92	-3,595.83	.00	-244,454.08	8.6
80201001 47100 INTEREST INC- INVES	-51,153.00	-51,153.00	1,276.83	.00	.00	-52,429.83	-2.5
80201001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
80301001 47100 INTEREST INC- INVES	-346,939.00	-346,939.00	9,037.79	.00	.00	-355,976.79	-2.6
80301001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
80304102 41010 STORM DRAIN FACIL F	-185,000.00	-185,000.00	.00	.00	.00	-185,000.00	.0
80401001 47000 MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
80401001 47100 INTEREST INC- INVES	-631,862.00	-631,862.00	-6,749.71	.00	.00	-625,112.29	1.1
80401001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
80401001 47910 REVENUES IN SUSPENS	.00	.00	.00	.00	.00	.00	.0
80404102 41300 TRAFFIC IMPACT FEES	-1,133,820.00	-1,133,820.00	-3,923,186.67	-5,615.03	.00	2,789,366.67	346.0
80501001 41020 GROWTH CAPITAL FEES	-255,876.00	-255,876.00	-19,617.28	-3,075.46	.00	-236,258.72	7.7
80501001 47100 INTEREST INC- INVES	-67,185.00	-67,185.00	3,290.39	.00	.00	-70,475.39	-4.9
80501001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
80501001 49020 TRANSFER IN - INTRA	.00	.00	.00	.00	.00	.00	.0
80501001 49020 C1702 TRANSFER IN -	.00	.00	.00	.00	.00	.00	.0
80501001 49300 C1702 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
80551001 47100 INTEREST INC- INVES	-37,779.00	-37,779.00	22.31	.00	.00	-37,801.31	-.1
80551001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
80553201 43060 MISC PLANNING FEES	-239,715.00	-239,715.00	-198,848.41	-1,746.24	.00	-40,866.59	83.0
80601001 41020 GROWTH CAPITAL FEES	-246,670.00	-246,670.00	-570,648.67	.00	.00	323,978.67	231.3
80601001 47000 MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
80601001 47100 INTEREST INC- INVES	-85,417.00	-85,417.00	-852.95	.00	.00	-84,564.05	1.0
80601001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
80701001 41050 UTILITY UNDERGROUND	-37,765.00	-37,765.00	-4,096.14	-989.58	.00	-33,668.86	10.8
80701001 47100 INTEREST INC- INVES	-58,506.00	-58,506.00	1,497.31	.00	.00	-60,003.31	-2.6
80701001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
80801001 47100 INTEREST INC- INVES	-39,897.00	-39,897.00	.00	.00	.00	-39,897.00	.0
80801001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
80805905 47300 DONATIONS AND CONTR	.00	.00	-209,880.72	.00	.00	209,880.72	100.0
TOTAL DEVELOPMENT IMPACT FEES	-3,684,974.00	-3,684,974.00	-4,941,691.84	-15,022.14	.00	1,256,717.84	134.1%
TOTAL REVENUES	-3,684,974.00	-3,684,974.00	-4,941,691.84	-15,022.14	.00	1,256,717.84	

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351 QUIMBY FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
351 QUIMBY FUND								
3518111 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518112 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518113 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518114 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518115 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518116 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518117 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518118 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518119 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518120 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518121 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518122 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518123 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518124 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518125 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518126 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518127 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518128 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518129 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518130 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518131 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518132 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518133 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518134 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518135 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
3518136 49025	TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
81114101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81114101 47100	INTEREST INCOME - I	-42,845.00	-42,845.00	1,121.86	.00	.00	-43,966.86	-2.6
81124101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81124101 47100	INTEREST INCOME - I	-158.00	-158.00	4.15	.00	.00	-162.15	-2.6
81134101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81134101 47100	INTEREST INCOME - I	-5,138.00	-5,138.00	134.53	.00	.00	-5,272.53	-2.6
81144101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81144101 47100	INTEREST INCOME - I	-37.00	-37.00	.98	.00	.00	-37.98	-2.6
81154101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81154101 47100	INTEREST INCOME - I	-13,618.00	-13,618.00	356.56	.00	.00	-13,974.56	-2.6
81164101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81164101 47100	INTEREST INCOME - I	-1,289.00	-1,289.00	33.76	.00	.00	-1,322.76	-2.6
81174101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81174101 47100	INTEREST INCOME - I	-22,518.00	-22,518.00	589.60	.00	.00	-23,107.60	-2.6

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351	QUIMBY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
81184101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81184101 47100	INTEREST INCOME - I	-475.00	-475.00	12.43	.00	.00	-487.43	-2.6
81194101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81194101 47100	INTEREST INCOME - I	-9,935.00	-9,935.00	260.14	.00	.00	-10,195.14	-2.6
81204101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81204101 47100	INTEREST INCOME - I	-8,192.00	-8,192.00	214.51	.00	.00	-8,406.51	-2.6
81214101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81214101 47100	INTEREST INCOME - I	-14,599.00	-14,599.00	382.27	.00	.00	-14,981.27	-2.6
81224101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81224101 47100	INTEREST INCOME - I	-2,585.00	-2,585.00	130.88	.00	.00	-2,715.88	-5.1
81234101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81234101 47100	INTEREST INCOME - I	-16,798.00	-16,798.00	439.85	.00	.00	-17,237.85	-2.6
81244101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81244101 47100	INTEREST INCOME - I	-4,237.00	-4,237.00	1,023.92	.00	.00	-5,260.92	-24.2
81254101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81254101 47100	INTEREST INCOME - I	-6,961.00	-6,961.00	182.27	.00	.00	-7,143.27	-2.6
81264101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81264101 47100	INTEREST INCOME - I	-21,844.00	-21,844.00	571.96	.00	.00	-22,415.96	-2.6
81274101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81274101 47100	INTEREST INCOME - I	-3,029.00	-3,029.00	79.32	.00	.00	-3,108.32	-2.6
81284101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81284101 47100	INTEREST INCOME - I	-11,489.00	-11,489.00	300.84	.00	.00	-11,789.84	-2.6
81294101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81294101 47100	INTEREST INCOME - I	-5,111.00	-5,111.00	133.81	.00	.00	-5,244.81	-2.6
81304101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81304101 47100	INTEREST INCOME - I	-51.00	-51.00	1.35	.00	.00	-52.35	-2.6
81314101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81314101 47100	INTEREST INCOME - I	-70,889.00	-70,889.00	1,856.16	.00	.00	-72,745.16	-2.6
81324101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81324101 47100	INTEREST INCOME - I	-1,778.00	-1,778.00	46.56	.00	.00	-1,824.56	-2.6
81334101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81334101 47100	INTEREST INCOME - I	-5,220.00	-5,220.00	136.69	.00	.00	-5,356.69	-2.6
81344101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81344101 47100	INTEREST INCOME - I	-50,085.00	-50,085.00	1,378.58	.00	.00	-51,463.58	-2.8
81354101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81354101 47100	INTEREST INCOME - I	-24,007.00	-24,007.00	628.59	.00	.00	-24,635.59	-2.6
81364101 41030	QUIMBY PARK CAPITAL	.00	.00	.00	.00	.00	.00	.0
81364101 47100	INTEREST INCOME - I	-1,163.00	-1,163.00	30.47	.00	.00	-1,193.47	-2.6
TOTAL QUIMBY FUND		-344,051.00	-344,051.00	10,052.04	.00	.00	-354,103.04	-2.9%
TOTAL REVENUES		-344,051.00	-344,051.00	10,052.04	.00	.00	-354,103.04	
360 OTH. DEVPT FEES FUND								
70101001 47100	INTEREST INC- INVES	-57,067.00	-57,067.00	1,122.63	.00	.00	-58,189.63	-2.0

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360 OTH. DEVPT FEES FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70101001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
70101001 47600	PL OFFSITE AIR QUAL	.00	.00	-139,441.68	.00	.00	139,441.68	100.0
70104101 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
70201001 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
70201001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
70202512 41060	CUPA PERM & PLAN CH	-1,190,000.00	-1,190,000.00	-1,142,873.20	-43,812.50	.00	-47,126.80	96.0
70202512 41500	OTHER LICENSE & PER	.00	.00	.00	.00	.00	.00	.0
70202512 43010	INSPECTION FEES	.00	.00	.00	.00	.00	.00	.0
70202512 43050	PLAN CHECK FEES	.00	.00	.00	.00	.00	.00	.0
70202512 43260	MISCELLANEOUS FEES	-11,000.00	-11,000.00	.00	.00	.00	-11,000.00	.0
70202512 43260	T0155 MISCELLANEOUS	.00	.00	-14,898.00	-434.00	.00	14,898.00	100.0
70202512 47000	MISCELLANEOUS REVEN	.00	.00	-6,728.00	-564.00	.00	6,728.00	100.0
70202512 47100	INTEREST INC- INVES	-62,384.00	-62,384.00	-1,804.24	.00	.00	-60,579.76	2.9
70202512 47910	REVENUES IN SUSPENS	.00	.00	.00	.00	.00	.00	.0
70202512 48300	MISC INTERGOV REVEN	.00	.00	4,274.00	84,320.00	.00	-4,274.00	100.0
70301001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
70302512 43250	MISCELLANEOUS FINES	-10,000.00	-10,000.00	.00	.00	.00	-10,000.00	.0
70302512 47100	INTEREST INC- INVES	-10,763.00	-10,763.00	376.18	.00	.00	-11,139.18	-3.5
70401001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
70408105 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
70408105 47100	INTEREST INC- INVES	-3,850.00	-3,850.00	98.49	.00	.00	-3,948.49	-2.6
70408105 47110	OTHER INTEREST INCO	.00	.00	.00	.00	.00	.00	.0
70501001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
70508101 43070	AFFORDABLE HOUSING-	.00	.00	.00	.00	.00	.00	.0
70508105 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
70508105 47100	INTEREST INC- INVES	-208,264.00	-208,264.00	11,458.91	.00	.00	-219,722.91	-5.5
70508105 47110	OTHER INTEREST INCO	.00	.00	-12,997.56	.00	.00	12,997.56	100.0
70601001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
70608105 47100	INTEREST INC- INVES	-14,628.00	-14,628.00	378.01	.00	.00	-15,006.01	-2.6
TOTAL OTH. DEVPT FEES FUND		-1,567,956.00	-1,567,956.00	-1,301,034.46	39,509.50	.00	-266,921.54	83.0%
TOTAL REVENUES		-1,567,956.00	-1,567,956.00	-1,301,034.46	39,509.50	.00	-266,921.54	
420 HOUSING SUC AGCY FUND								
4201001 42440	PAYMENT IN LIEU OF P	.00	.00	.00	.00	.00	.00	.0
4201001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
4208101 47100	INTEREST INC- INVEST	-120,780.00	-120,780.00	2,225.95	.00	.00	-123,005.95	-1.8
4208101 47110	OTHER INTEREST INCOM	.00	.00	.00	.00	.00	.00	.0
4208101 47700	OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
4208101 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
4208105 49500	PRINCIPAL PAYMENTS R	.00	.00	-2,999.44	.00	.00	2,999.44	100.0

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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	-120,780.00	-120,780.00	-773.49	.00	.00	-120,006.51	.6%
TOTAL REVENUES	-120,780.00	-120,780.00	-773.49	.00	.00	-120,006.51	
429 CDC SUCCESSOR AGENCY FUND							
4291421 40150 TAX INCREMENT	.00	.00	.00	.00	.00	.00	.0
4291421 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
4291421 47110 OTHER INTEREST INCOM	.00	.00	-94,494.10	-94,494.10	.00	94,494.10	100.0
4291421 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
4298110 47110 OTHER INTEREST INCOM	.00	.00	.00	.00	.00	.00	.0
TOTAL CDC SUCCESSOR AGENCY FUN	.00	.00	-94,494.10	-94,494.10	.00	94,494.10	100.0%
TOTAL REVENUES	.00	.00	-94,494.10	-94,494.10	.00	94,494.10	
481 DOWNTOWN IMPROVEMENT DISTRICT							
4811001 47100 INTEREST INC- INVEST	-144,474.00	-144,474.00	3,734.39	.00	.00	-148,208.39	-2.6
4811001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
TOTAL DOWNTOWN IMPROVEMENT DIS	-144,474.00	-144,474.00	3,734.39	.00	.00	-148,208.39	-2.6%
TOTAL REVENUES	-144,474.00	-144,474.00	3,734.39	.00	.00	-148,208.39	
500 BOND ASSESSMENT DISTRICTS							
50001001 46000 SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
50001001 46200 SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
50001001 46400 SP.ASSMNT MELLO-ROO	.00	.00	.00	.00	.00	.00	.0
50001001 47100 INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50001001 47110 OTHER INTEREST INCO	.00	.00	.00	.00	.00	.00	.0
50001001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
50003801 46000 SPECIAL ASSMNT REV-	-524,397.00	-524,397.00	.00	.00	.00	-524,397.00	.0
50003801 47100 INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50003801 47110 OTHER INTEREST INCO	.00	.00	-19,882.98	-19,882.98	.00	19,882.98	100.0
50003801 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
50101001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
50103801 47100 INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50201001 47130 UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0

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500	BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50203801 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50301001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
50303801 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50401001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
50403801 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50501001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
50503801 46000	SPECIAL ASSMNT REV-	-168,573.00	-168,573.00	-209.15	-209.15	.00	-168,363.85	.1
50503801 47000	MISCELLANEOUS REVEN	.00	.00	.00	.00	.00	.00	.0
50503801 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50503801 47110	OTHER INTEREST INCO	.00	.00	-4,962.88	-4,962.88	.00	4,962.88	100.0
50601001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
50603801 46000	SPECIAL ASSMNT REV-	-833,855.00	-833,855.00	.00	.00	.00	-833,855.00	.0
50603801 46200	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
50603801 46300	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
50603801 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50603801 47110	OTHER INTEREST INCO	.00	.00	-4,111.01	-4,111.01	.00	4,111.01	100.0
50701001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
50703801 46000	SPECIAL ASSMNT REV-	-1,915,842.00	-1,915,842.00	-11,931.41	-11,931.41	.00	-1,903,910.59	.6
50703801 46300	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
50703801 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50703801 47110	OTHER INTEREST INCO	.00	.00	-853.99	-853.99	.00	853.99	100.0
50703801 49920	INTERFND TRNSFRS IN	-11,511.00	-11,511.00	.00	.00	.00	-11,511.00	.0
50801001 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
50801001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
50803801 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
51001001 47130	UNREALIZED GAIN (LO	.00	.00	.00	.00	.00	.00	.0
51003801 46300	SPECIAL ASSMNT REV-	.00	.00	.00	.00	.00	.00	.0
51003801 46400	SP.ASSMNT MELLO-ROO	-640,589.00	-640,589.00	-1,344.57	-1,344.57	.00	-639,244.43	.2
51003801 47100	INTEREST INC- INVES	.00	.00	.00	.00	.00	.00	.0
51003801 47110	OTHER INTEREST INCO	.00	.00	-5,071.27	-5,071.27	.00	5,071.27	100.0
TOTAL BOND ASSESSMENT DISTRICT		-4,094,767.00	-4,094,767.00	-48,367.26	-48,367.26	.00	-4,046,399.74	1.2%
TOTAL REVENUES		-4,094,767.00	-4,094,767.00	-48,367.26	-48,367.26	.00	-4,046,399.74	
541 DEVELOPER/OTHER DEPOSITS FUND								
5411001 47100	INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
5411001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
5411001 47300	DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5411001 47300 T0019	DONATIONS AND C	.00	.00	-11,985.00	.00	.00	11,985.00	100.0
5411401 47700 D0103	OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
5411401 47700 D0104	OTHER REIMBURSE	.00	-10,000.00	-10,000.00	.00	.00	.00	100.0

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541 DEVELOPER/OTHER DEPOSITS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5411501 47500 DEVELOPMENT DEPOSIT	.00	.00	.00	.00	.00	.00	.0
5411701 47000 D0102 MISCELLANEOUS R	.00	.00	-2,463.65	-2,463.65	.00	2,463.65	100.0
5413101 47500 DEVELOPMENT DEPOSIT	.00	.00	.00	.00	.00	.00	.0
5414101 47500 DEVELOPMENT DEPOSIT	.00	.00	.00	.00	.00	.00	.0
5414101 47500 D0056 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0135 DEVELOPMENT DEP	.00	-65,490.09	.00	.00	.00	-65,490.09	.0
5414101 47500 T0137 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0138 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0139 DEVELOPMENT DEP	.00	-47,036.00	.00	.00	.00	-47,036.00	.0
5414101 47500 T0140 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0141 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0158 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0159 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0163 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0164 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0168 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0169 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414101 47500 T0299 DEVELOPMENT DEP	.00	-63,706.25	.00	.00	.00	-63,706.25	.0
5414102 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
5414102 47500 DEVELOPMENT DEPOSIT	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0034 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0037 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0040 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0044 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0045 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0048 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0049 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0052 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0053 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0054 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0055 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0056 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0057 DEVELOPMENT DEP	.00	-63,000.00	.00	.00	.00	-63,000.00	.0
5414102 47500 D0058 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0092 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0093 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0094 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D0095 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5414102 47500 D9933 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5418101 47500 DEVELOPMENT DEPOSIT	.00	.00	.00	.00	.00	.00	.0
5418101 47500 D0059 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5418105 47000 MISCELLANEOUS REVENU	.00	.00	-1,250.00	.00	.00	1,250.00	100.0
5418110 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
5418110 47500 DEVELOPMENT DEPOSIT	.00	.00	.00	.00	.00	.00	.0

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541 DEVELOPER/OTHER DEPOSITS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5418110 47500 D0048 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5418110 47500 D0050 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5418110 47500 D0051 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5418110 47500 D0099 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5418110 47500 D0100 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5418110 47500 T0137 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
5418110 47500 T0138 DEVELOPMENT DEP	.00	.00	.00	.00	.00	.00	.0
TOTAL DEVELOPER/OTHER DEPOSITS	.00	-249,232.34	-25,698.65	-2,463.65	.00	-223,533.69	10.3%
TOTAL REVENUES	.00	-249,232.34	-25,698.65	-2,463.65	.00	-223,533.69	
542 PAYROLL CLEARING FUND							
5421001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
5421001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
5421001 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
5421001 49000 G2009 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
TOTAL PAYROLL CLEARING FUND	.00	.00	.00	.00	.00	.00	.0%
545 HOUSING AUTHORITY PAYROLL FUND							
5451001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
5451001 49400 HOUSING PAYROLL REIM	.00	.00	-1,944,092.34	-576,274.88	.00	1,944,092.34	100.0
5458502 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
TOTAL HOUSING AUTHORITY PAYROL	.00	.00	-1,944,092.34	-576,274.88	.00	1,944,092.34	100.0%
TOTAL REVENUES	.00	.00	-1,944,092.34	-576,274.88	.00	1,944,092.34	
551 OPD PROPERTY ROOM FUND							
5511001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
5511001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
TOTAL OPD PROPERTY ROOM FUND	.00	.00	.00	.00	.00	.00	.0%
561 OXNARD DOWNTOWN MGT DIST FUND							
5611001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0

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561 OXNARD DOWNTOWN MGT DIST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5618110 46100 SPECIAL ASSMNT REV-M	.00	.00	-6,066.53	-6,066.53	.00	6,066.53	100.0
5618110 47100 INTEREST INC- INVEST	-7,329.00	-7,329.00	598.94	.00	.00	-7,927.94	-8.2
TOTAL OXNARD DOWNTOWN MGT DIST	-7,329.00	-7,329.00	-5,467.59	-6,066.53	.00	-1,861.41	74.6%
TOTAL REVENUES	-7,329.00	-7,329.00	-5,467.59	-6,066.53	.00	-1,861.41	
571 CONTRIBUTIONS TRUST FUND							
5711001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
5711001 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
5711001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
5711001 47300 DONATIONS AND CONTRI	.00	.00	700.00	100.00	.00	-700.00	100.0
5711001 47600 PL OFFSITE AIR QUALI	.00	.00	.00	.00	.00	.00	.0
5711001 47600 TULIP PL OFFSITE AIR	.00	.00	.00	.00	.00	.00	.0
5711202 40510 BUSINESS LICENSE - S	.00	.00	.00	.00	.00	.00	.0
5711202 40510 D0002 BUSINESS LICENS	.00	.00	.00	.00	.00	.00	.0
5711301 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5711301 47300 D0026 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5711401 47300 T0022 DONATIONS AND C	.00	.00	-25,000.00	.00	.00	25,000.00	100.0
5711405 47300 M2558 DONATIONS AND C	.00	-15,185.00	-15,185.00	.00	.00	.00	100.0
5711405 47300 T0133 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5711622 40510 BUSINESS LICENSE - S	.00	.00	.00	.00	.00	.00	.0
5711622 40510 D0002 BUSINESS LICENS	-38,371.00	-38,371.00	-13,356.40	-3,576.00	.00	-25,014.60	34.8
5711701 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5712131 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5712131 47300 D0005 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712131 47300 D0006 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712131 47300 D0007 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712131 47300 D0009 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712131 47300 T0012 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712131 47300 T0013 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712131 47300 T0015 DONATIONS AND C	.00	.00	2,486.00	.00	.00	-2,486.00	100.0
5712131 47300 T0143 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712131 47300 T0147 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712132 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5712501 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5712501 47300 C2128 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712501 47300 D0010 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5712501 47700 M2560 OTHER REIMBURSE	.00	.00	.00	.00	.00	.00	.0
5713001 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5713101 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5713101 47300 M2201 DONATIONS AND C	.00	-200,000.00	.00	.00	.00	-200,000.00	.0

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571 CONTRIBUTIONS TRUST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5713101 47300 M2219 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5713201 47300 M2504 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5713301 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5714104 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5715401 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5715401 47300 D0019 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5715401 47300 T0130 DONATIONS AND C	.00	.00	-289.37	-18.67	.00	289.37	100.0
5715401 47300 T0131 DONATIONS AND C	.00	.00	-11,904.99	-404.99	.00	11,904.99	100.0
5715403 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5715403 47300 B2502 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5715501 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
5715501 47300 D0015 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5715501 47300 T0133 DONATIONS AND C	.00	.00	8,925.89	1,500.00	.00	-8,925.89	100.0
5715501 47300 T0145 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5715503 47300 B2503 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5715503 47300 M2557 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
5715503 47300 M2559 DONATIONS AND C	.00	.00	.00	.00	.00	.00	.0
TOTAL CONTRIBUTIONS TRUST FUND	-38,371.00	-253,556.00	-53,623.87	-2,399.66	.00	-199,932.13	21.1%
TOTAL REVENUES	-38,371.00	-253,556.00	-53,623.87	-2,399.66	.00	-199,932.13	
586 ENHANCED RETIREMENT PLAN FUND							
5861001 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
5861001 47120 GAIN/LOSS ON SALE OF	.00	.00	.00	.00	.00	.00	.0
5861001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
5861001 47400 EMPLOYER CONTRIBUTIO	.00	.00	.00	.00	.00	.00	.0
5861001 47410 PLAN MEMBER CONTRIBU	.00	.00	.00	.00	.00	.00	.0
TOTAL ENHANCED RETIREMENT PLAN	.00	.00	.00	.00	.00	.00	.0%
601 WATER OPERATING FUND							
6011001 45195 WATER-UTIL RATE ASSI	.00	.00	.00	.00	.00	.00	.0
6011001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
6011001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6011001 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6011001 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6011001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
6011001 49300 C1804 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0

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601 WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6011001 49300 C2024 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6011001 49300 C2112 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6011001 49300 C2228 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6011001 49999 INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0
6013600 43250 MISCELLANEOUS FINES	.00	.00	.00	.00	.00	.00	.0
6013600 43270 PENALTIES & FORFEITU	-688,450.00	-688,450.00	-222,920.17	-53,498.08	.00	-465,529.83	32.4
6013600 43400 DAMAGE REIMBURSEMENT	-93,000.00	-93,000.00	-17,251.41	-6,848.03	.00	-75,748.59	18.5
6013600 45100 WATER CHARGES - RES	-37,566,570.00	-37,566,570.00	-12,407,293.62	-3,508,035.63	.00	-25,159,276.38	33.0
6013600 45110 WATER CHARGES - COMM	-26,573,841.00	-26,573,841.00	-9,102,725.07	-2,549,464.82	.00	-17,471,115.93	34.3
6013600 45120 WATER CHARGES - FIRE	-852,795.00	-852,795.00	-215,595.70	-59,068.05	.00	-637,199.30	25.3
6013600 45140 WATER - PHWA SVC AGM	-982,380.00	-982,380.00	-492,735.85	-118,918.58	.00	-489,644.15	50.2
6013600 45150 WATER - MISC SERVICE	-664,320.00	-664,320.00	-172,949.01	-59,060.00	.00	-491,370.99	26.0
6013600 45160 WATER-CROSS CONTAM P	.00	.00	.00	.00	.00	.00	.0
6013600 45190 WATER - OTHER REVENU	-200,209.00	-200,209.00	-72,265.40	-18,370.00	.00	-127,943.60	36.1
6013600 45190 T0255 WATER - OTHER R	.00	.00	.00	.00	.00	.00	.0
6013600 47000 MISCELLANEOUS REVENU	-49,000.00	-49,000.00	.00	.00	.00	-49,000.00	.0
6013600 47100 INTEREST INC- INVEST	-841,701.00	-841,701.00	21,133.47	.00	.00	-862,834.47	-2.5
6013600 47110 OTHER INTEREST INCOM	-677,566.00	-677,566.00	-99,022.36	-99,022.36	.00	-578,543.64	14.6
6013600 47200 BETTER AMERICA BOND	-1,770,639.00	-1,770,639.00	.00	.00	.00	-1,770,639.00	.0
6013600 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6013600 47800 SALES OF ASSETS	.00	.00	-1,549.00	.00	.00	1,549.00	100.0
6013600 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
6013600 49000 TRANSFERS IN (LABOR)	-80,000.00	-80,000.00	.00	.00	.00	-80,000.00	.0
6013600 49000 C1001 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1302 TRANSFERS IN (L	.00	.00	-11,927.36	-11,927.36	.00	11,927.36	100.0
6013600 49000 C1305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1306 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1307 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1311 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1402 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1703 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1803 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1804 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1806 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1808 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1809 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1810 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1812 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C1813 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2005 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2010 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2019 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2021 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0

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601 WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600 49000 C2022 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2023 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2024 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2025 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2026 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2027 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2029 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2036 TRANSFERS IN (L	.00	.00	-2,659.23	-620.31	.00	2,659.23	100.0
6013600 49000 C2039 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2040 TRANSFERS IN (L	.00	.00	-341.35	-341.35	.00	341.35	100.0
6013600 49000 C2042 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2043 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2102 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2104 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2105 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2107 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2108 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2109 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2111 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2112 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2115 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2118 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2122 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2124 TRANSFERS IN (L	.00	.00	-397.41	-397.41	.00	397.41	100.0
6013600 49000 C2201 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2203 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2205 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2209 TRANSFERS IN (L	.00	.00	-478.38	-478.38	.00	478.38	100.0
6013600 49000 C2212 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2214 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2215 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2216 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2217 TRANSFERS IN (L	.00	.00	-659.15	-659.15	.00	659.15	100.0
6013600 49000 C2218 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2220 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2226 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2227 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2228 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2229 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2230 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2231 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2232 TRANSFERS IN (L	.00	.00	-885.20	-885.20	.00	885.20	100.0
6013600 49000 C2234 TRANSFERS IN (L	.00	.00	-2,322.98	-2,322.98	.00	2,322.98	100.0

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601 WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600 49000 C2239 TRANSFERS IN (L	.00	.00	-2,804.70	-2,804.70	.00	2,804.70	100.0
6013600 49000 C2241 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2248 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2249 TRANSFERS IN (L	.00	.00	-587.19	-587.19	.00	587.19	100.0
6013600 49000 C2251 TRANSFERS IN (L	.00	.00	-355.52	-355.52	.00	355.52	100.0
6013600 49000 C2255 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2267 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2305 TRANSFERS IN (L	.00	.00	-1,014.73	-1,014.73	.00	1,014.73	100.0
6013600 49000 C2306 TRANSFERS IN (L	.00	.00	-656.08	-656.08	.00	656.08	100.0
6013600 49000 C2309 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2310 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2313 TRANSFERS IN (L	.00	.00	-360.55	-360.55	.00	360.55	100.0
6013600 49000 C2333 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2334 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2402 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2508 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2553 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 C2557 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 D0057 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 G2206 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 G2221 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 M0301 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49000 M2210 TRANSFERS IN (L	.00	.00	-261.41	.00	.00	261.41	100.0
6013600 49000 M2217 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013600 49025 TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
6013600 49160 TRANSFERS IN - IUF	.00	.00	.00	.00	.00	.00	.0
6013600 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
6013600 49500 PRINCIPAL PAYMENTS R	-153,456.00	-153,456.00	-153,455.50	.00	.00	-.50	100.0
6013600 49510 INTEREST PAYMENTS -	-5,885.00	-5,885.00	-5,884.53	.00	.00	-.47	100.0
6013602 47000 MISCELLANEOUS REVENU	.00	.00	-4,900.00	-700.00	.00	4,900.00	100.0
6013602 49000 C2022 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013603 45150 WATER - MISC SERVICE	.00	.00	.00	.00	.00	.00	.0
6013603 49000 C1306 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013603 49000 C2021 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013603 49000 C2022 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013604 49000 C2022 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013604 49000 C2227 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013604 49000 C2228 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6013605 45130 WATER - RECYCLED WAT	-371,163.00	-371,163.00	-2,214.90	.00	.00	-368,948.10	.6
6013605 45135 RECYCLE WATER INCEN	.00	.00	.00	.00	.00	.00	.0
6013605 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
6013605 49025 TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
6013607 45150 MISC SERVICES	-7,946.00	-7,946.00	-1,129.58	.00	.00	-6,816.42	14.2
6013607 45160 WATER-CROSS CONTAM P	-523,454.00	-523,454.00	-34,942.00	.00	.00	-488,512.00	6.7

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601 WATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013607 47100 INTEREST INC- INVEST	-40,900.00	-40,900.00	.00	.00	.00	-40,900.00	.0
TOTAL WATER OPERATING FUND	-72,143,275.00	-72,143,275.00	-23,011,411.87	-6,496,396.46	.00	-49,131,863.13	31.9%
TOTAL REVENUES	-72,143,275.00	-72,143,275.00	-23,011,411.87	-6,496,396.46	.00	-49,131,863.13	
602 WATER CIP FUND							
6021001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6023600 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
6023600 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
6023600 49000 C1101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C1001 TRANSFERS IN -	.00	-10,504,814.55	.00	.00	.00	-10,504,814.55	.0
6023600 49300 C1101 TRANSFERS IN -	.00	-12,132.72	.00	.00	.00	-12,132.72	.0
6023600 49300 C1501 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C1803 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C1804 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C1805 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C1806 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C1812 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C2021 TRANSFERS IN -	.00	-6,808,411.11	-136,944.08	-136,944.08	.00	-6,671,467.03	2.0
6023600 49300 C2022 TRANSFERS IN -	.00	-3,385,573.41	-99,853.77	-99,853.77	.00	-3,285,719.64	2.9
6023600 49300 C2023 TRANSFERS IN -	-750,000.00	-3,975,089.05	-159,470.11	-159,470.11	.00	-3,815,618.94	4.0
6023600 49300 C2024 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C2025 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C2026 TRANSFERS IN -	.00	-1,284,810.75	-71,410.00	-71,410.00	.00	-1,213,400.75	5.6
6023600 49300 C2112 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C2113 TRANSFERS IN -	.00	-400,000.00	.00	.00	.00	-400,000.00	.0
6023600 49300 C2114 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C2115 TRANSFERS IN -	.00	-484,558.54	.00	.00	.00	-484,558.54	.0
6023600 49300 C2218 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C2226 TRANSFERS IN -	-500,000.00	-2,092,929.53	-42,815.50	-42,815.50	.00	-2,050,114.03	2.0
6023600 49300 C2227 TRANSFERS IN -	.00	-525,550.79	.00	.00	.00	-525,550.79	.0
6023600 49300 C2228 TRANSFERS IN -	.00	-4,541,934.37	-6,351.26	-6,351.26	.00	-4,535,583.11	.1
6023600 49300 C2229 TRANSFERS IN -	.00	-57,533.64	.00	.00	.00	-57,533.64	.0
6023600 49300 C2230 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C2231 TRANSFERS IN -	.00	-544,725.98	.00	.00	.00	-544,725.98	.0
6023600 49300 C2263 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C2308 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6023600 49300 C2401 TRANSFERS IN -	-1,500,000.00	-1,562,565.16	.00	.00	.00	-1,562,565.16	.0
6023600 49300 C2551 TRANSFERS IN -	.00	-1,500,000.00	.00	.00	.00	-1,500,000.00	.0
6023607 49300 C2022 TRANSFERS IN -	.00	-9,393.00	.00	.00	.00	-9,393.00	.0
6023607 49300 C2027 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0

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602 WATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WATER CIP FUND	-2,750,000.00	-37,690,022.60	-516,844.72	-516,844.72	.00	-37,173,177.88	1.4%
TOTAL REVENUES	-2,750,000.00	-37,690,022.60	-516,844.72	-516,844.72	.00	-37,173,177.88	
603 WATER DEVLPMT IMPACT FEES FUND							
6031001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6031001 49999 INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0
6033600 45170 WATER-CAPITAL FAC CH	.00	.00	.00	.00	.00	.00	.0
6033600 45180 WATER-RESOURCE DEV F	-550,000.00	-550,000.00	-117,260.00	-30,711.00	.00	-432,740.00	21.3
6033600 47000 C1001 MISCELLANEOUS R	.00	.00	.00	.00	.00	.00	.0
6033600 47100 INTEREST INC- INVEST	-650,487.00	-650,487.00	16,460.86	.00	.00	-666,947.86	-2.5
6033600 49500 PRINCIPAL PAYMENTS R	.00	.00	.00	.00	.00	.00	.0
6033600 49510 INTEREST PAYMENTS -	.00	.00	.00	.00	.00	.00	.0
TOTAL WATER DEVLPMT IMPACT FEE	-1,200,487.00	-1,200,487.00	-100,799.14	-30,711.00	.00	-1,099,687.86	8.4%
TOTAL REVENUES	-1,200,487.00	-1,200,487.00	-100,799.14	-30,711.00	.00	-1,099,687.86	
605 WATER CAP FACILITY FUND							
6051001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6051001 49999 INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0
6053600 45170 WATER-CAPITAL FAC CH	-84,000.00	-84,000.00	-13,981.00	-3,751.00	.00	-70,019.00	16.6
6053600 45180 WATER-RESOURCE DEV F	.00	.00	.00	.00	.00	.00	.0
6053600 47100 INTEREST INC- INVEST	-56,684.00	-56,684.00	1,430.61	.00	.00	-58,114.61	-2.5
6053600 49500 PRINCIPAL PAYMENTS R	.00	.00	.00	.00	.00	.00	.0
6053600 49510 INTEREST PAYMENTS -	.00	.00	.00	.00	.00	.00	.0
TOTAL WATER CAP FACILITY FUND	-140,684.00	-140,684.00	-12,550.39	-3,751.00	.00	-128,133.61	8.9%
TOTAL REVENUES	-140,684.00	-140,684.00	-12,550.39	-3,751.00	.00	-128,133.61	
606 WATER RESOURCE FEE FUND							
6061001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6061001 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6061001 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6061001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
6061001 49999 INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0

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606 WATER RESOURCE FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6063600 45190 WATER - OTHER REVENU	.00	.00	.00	.00	.00	.00	.0
6063600 47100 INTEREST INC- INVEST	-66,776.00	-66,776.00	1,717.25	.00	.00	-68,493.25	-2.6
TOTAL WATER RESOURCE FEE FUND	-66,776.00	-66,776.00	1,717.25	.00	.00	-68,493.25	-2.6%
TOTAL REVENUES	-66,776.00	-66,776.00	1,717.25	.00	.00	-68,493.25	
607 WATER BONDS/WIFIA LOANS							
6073600 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
TOTAL WATER BONDS/WIFIA LOANS	.00	.00	.00	.00	.00	.00	.0%
608 WATER SECURITY-CONT PREV FUND							
6081001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6081001 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6083607 45150 WATER - MISC SERVICE	.00	.00	-4,372.35	-1,887.20	.00	4,372.35	100.0
6083607 45160 WATER-CROSS CONTAM P	.00	.00	-117,262.00	-48,649.00	.00	117,262.00	100.0
6083607 47100 INTEREST INC- INVEST	.00	.00	1,369.52	.00	.00	-1,369.52	100.0
6083607 49000 C2022 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
TOTAL WATER SECURITY-CONT PREV	.00	.00	-120,264.83	-50,536.20	.00	120,264.83	100.0%
TOTAL REVENUES	.00	.00	-120,264.83	-50,536.20	.00	120,264.83	
609 WATER BOND 2021A REV BOND FUND							
6091001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6093600 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
6093600 47110 OTHER INTEREST INCOM	.00	.00	-83,117.08	-83,117.08	.00	83,117.08	100.0
6093600 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
TOTAL WATER BOND 2021A REV BON	.00	.00	-83,117.08	-83,117.08	.00	83,117.08	100.0%
TOTAL REVENUES	.00	.00	-83,117.08	-83,117.08	.00	83,117.08	
611 WASTEWATER OPERATING FUND							
6111001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0

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611 WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6111001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6111001 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6111001 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6111001 49999 INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0
6113610 43270 PENALTIES & FORFEITU	-425,000.00	-425,000.00	-152,006.88	-37,897.32	.00	-272,993.12	35.8
6113610 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
6113610 45200 SEWER CHARGES - RES	-21,300,000.00	-21,300,000.00	-6,744,076.58	-1,913,515.24	.00	-14,555,923.42	31.7
6113610 45210 SEWER CHARGES - RES	-7,150,000.00	-7,150,000.00	-2,298,406.31	-666,003.45	.00	-4,851,593.69	32.1
6113610 45220 SEWER CHARGES - COMM	-4,975,000.00	-4,975,000.00	-1,804,208.31	-451,473.80	.00	-3,170,791.69	36.3
6113610 45230 SEWER CHARGES - INDU	-4,625,000.00	-4,625,000.00	-1,665,829.36	-391,996.52	.00	-2,959,170.64	36.0
6113610 45240 SEWER CHARGES-OUTSID	-525,000.00	-525,000.00	-281,932.15	.00	.00	-243,067.85	53.7
6113610 45250 SEWER CODE ENFORCEME	.00	.00	-37,746.89	-2,700.00	.00	37,746.89	100.0
6113610 47000 MISCELLANEOUS REVENU	-10,000.00	-10,000.00	-256.43	.00	.00	-9,743.57	2.6
6113610 47100 INTEREST INC- INVEST	-2,400,681.00	-2,400,681.00	144,546.04	.00	.00	-2,545,227.04	-6.0
6113610 47110 OTHER INTEREST INCOM	-10,000.00	-10,000.00	-888.81	-888.81	.00	-9,111.19	8.9
6113610 47800 SALES OF ASSETS	.00	.00	-19,473.00	-2,656.00	.00	19,473.00	100.0
6113610 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
6113610 49000 C2201 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113610 49000 C2228 TRANSFERS IN (L	.00	.00	-6,351.26	-6,351.26	.00	6,351.26	100.0
6113610 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
6113611 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
6113612 45250 SEWER CODE ENFORCEME	-200,000.00	-200,000.00	-22,807.36	7,600.00	.00	-177,192.64	11.4
6113612 45260 DISCHARGE PERMIT-WW	-120,000.00	-120,000.00	2,495.29	1,500.00	.00	-122,495.29	-2.1
6113612 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
6113613 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
6113613 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
6113613 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
6113613 49000 C1302 TRANSFERS IN (L	.00	.00	-12,892.02	-12,892.02	.00	12,892.02	100.0
6113613 49000 C2036 TRANSFERS IN (L	.00	.00	-2,581.11	-602.09	.00	2,581.11	100.0
6113613 49000 C2239 TRANSFERS IN (L	.00	.00	-2,722.25	-2,722.25	.00	2,722.25	100.0
6113613 49000 C2305 TRANSFERS IN (L	.00	.00	-226.82	-226.82	.00	226.82	100.0
6113613 49160 TRANSFERS IN - IUF	.00	.00	.00	.00	.00	.00	.0
6113613 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
6113614 45240 SEWER CHARGES-OUTSID	-2,000,000.00	-2,000,000.00	-638,456.13	-304,264.08	.00	-1,361,543.87	31.9
6113614 45250 SEWER CODE ENFORCEME	.00	.00	.00	.00	.00	.00	.0
6113614 45270 WW LABORATORY SERVIC	-15,000.00	-15,000.00	976.77	.00	.00	-15,976.77	-6.5
6113614 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
6113614 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
6113614 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6113614 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6113614 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1001 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0

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611 WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6113614 49000 C1306 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1307 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1311 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1402 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1703 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1803 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1804 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1806 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1808 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1809 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1810 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1812 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C1813 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2005 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2010 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2019 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2021 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2022 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2023 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2024 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2025 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2026 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2027 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2029 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2039 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2040 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2042 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2043 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2102 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2104 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2105 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2107 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2108 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2109 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2111 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2112 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2115 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2118 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2122 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2124 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2201 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2203 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2205 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0

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6113614 49000 C2209 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2214 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2216 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2217 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2218 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2220 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2226 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2227 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2228 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2229 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2230 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2231 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2232 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2234 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2239 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2241 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2248 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2249 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2251 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2255 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2267 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2306 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2309 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2310 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2313 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2333 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2334 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2402 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2508 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2552 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 C2553 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 G2206 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 G2221 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 M0301 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 M2210 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49000 M2217 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113614 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
6113615 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
6113615 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C1302 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C1305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C1306 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C1703 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0

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6113615 49000 C1803 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C1804 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C1813 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C1814 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2005 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2019 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2021 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2036 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2102 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2111 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2117 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2124 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2201 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2205 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2209 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2212 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2214 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2215 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2216 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2235 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2236 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2239 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2267 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2310 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2408 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 C2557 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 D0057 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49000 M0301 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6113615 49160 TRANSFERS IN - IUF	.00	.00	.00	.00	.00	.00	.0
6113615 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
6113616 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
TOTAL WASTEWATER OPERATING FUN	-43,755,681.00	-43,755,681.00	-13,542,843.57	-3,785,089.66	.00	-30,212,837.43	31.0%
TOTAL REVENUES	-43,755,681.00	-43,755,681.00	-13,542,843.57	-3,785,089.66	.00	-30,212,837.43	
612 WASTEWATER CIP FUND							
6123610 49000 C1814 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6123610 49000 C2117 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C1814 TRANSFERS IN -	-20,174,145.00	-42,033,591.45	-162.13	-162.13	.00	-42,033,429.32	.0
6123610 49300 C1815 TRANSFERS IN -	.00	-142,101.00	.00	.00	.00	-142,101.00	.0

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6123610 49300 C1816 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C1817 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C1818 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C1819 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C1820 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C2028 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C2029 TRANSFERS IN -	-3,000,000.00	-5,507,554.48	.00	.00	.00	-5,507,554.48	.0
6123610 49300 C2035 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C2116 TRANSFERS IN -	.00	-909,527.00	.00	.00	.00	-909,527.00	.0
6123610 49300 C2117 TRANSFERS IN -	.00	-244,736.84	.00	.00	.00	-244,736.84	.0
6123610 49300 C2118 TRANSFERS IN -	.00	-3,329,672.37	-229,756.00	-229,756.00	.00	-3,099,916.37	6.9
6123610 49300 C2119 TRANSFERS IN -	.00	-400,000.00	.00	.00	.00	-400,000.00	.0
6123610 49300 C2120 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C2121 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C2201 TRANSFERS IN -	.00	-28,939,016.30	-1,880,279.18	-1,880,279.18	.00	-27,058,737.12	6.5
6123610 49300 C2218 TRANSFERS IN -	.00	-278,599.29	.00	.00	.00	-278,599.29	.0
6123610 49300 C2232 TRANSFERS IN -	.00	-3,938,950.36	-1,116,317.60	-1,116,317.60	.00	-2,822,632.76	28.3
6123610 49300 C2234 TRANSFERS IN -	-500,000.00	-4,243,577.11	-435,036.93	-435,036.93	.00	-3,808,540.18	10.3
6123610 49300 C2235 TRANSFERS IN -	.00	-7,246,985.44	-1,187.98	-1,187.98	.00	-7,245,797.46	.0
6123610 49300 C2236 TRANSFERS IN -	-14,150,000.00	-16,735,590.00	.00	.00	.00	-16,735,590.00	.0
6123610 49300 C2309 TRANSFERS IN -	.00	-6,465,236.76	-53,905.61	-53,905.61	.00	-6,411,331.15	.8
6123610 49300 C2310 TRANSFERS IN -	.00	-1,393,152.57	.00	.00	.00	-1,393,152.57	.0
6123610 49300 C2311 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C2402 TRANSFERS IN -	-3,800,000.00	-4,787,152.37	-456.25	-456.25	.00	-4,786,696.12	.0
6123610 49300 C2408 TRANSFERS IN -	-1,000,000.00	-3,004,811.99	-118,959.45	-118,959.45	.00	-2,885,852.54	4.0
6123610 49300 C2409 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123610 49300 C2544 TRANSFERS IN -	-1,000,000.00	-1,140,000.00	.00	.00	.00	-1,140,000.00	.0
6123615 49300 C2552 TRANSFERS IN -	.00	-295,682.58	.00	.00	.00	-295,682.58	.0
6123616 49300 C2030 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6123616 49300 C2201 TRANSFERS IN -	.00	-1,892,299.00	.00	.00	.00	-1,892,299.00	.0
TOTAL WASTEWATER CIP FUND	-43,624,145.00	-132,928,236.91	-3,836,061.13	-3,836,061.13	.00	-129,092,175.78	2.9%
TOTAL REVENUES	-43,624,145.00	-132,928,236.91	-3,836,061.13	-3,836,061.13	.00	-129,092,175.78	
613 WASTEWATER CONNECTION FEE FUND							
6131001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6133610 45280 SEWER CONNECTION FEE	-750,000.00	-750,000.00	-413,918.20	-45,747.94	.00	-336,081.80	55.2
6133610 47100 INTEREST INC- INVEST	-496,336.00	-496,336.00	10,563.08	.00	.00	-506,899.08	-2.1
TOTAL WASTEWATER CONNECTION FE	-1,246,336.00	-1,246,336.00	-403,355.12	-45,747.94	.00	-842,980.88	32.4%
TOTAL REVENUES	-1,246,336.00	-1,246,336.00	-403,355.12	-45,747.94	.00	-842,980.88	
617 WASTEWATER BONDS/SRF LOANS							

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617 WASTEWATER BONDS/SRF LOANS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6171001 47900 PROCEEDS FROM SALE O	.00	-52,901,815.30	.00	.00	.00	-52,901,815.30	.0
6171001 47905 PROCEEDS FROM LOANS	.00	.00	.00	.00	.00	.00	.0
6171001 47905 C2201 PROCEEDS FROM L	.00	.00	.00	.00	.00	.00	.0
TOTAL WASTEWATER BONDS/SRF LOA	.00	-52,901,815.30	.00	.00	.00	-52,901,815.30	.0%
TOTAL REVENUES	.00	-52,901,815.30	.00	.00	.00	-52,901,815.30	
628 WASTEWATER SEC-CONT PREV FUND							
6281001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6283616 47100 INTEREST INC- INVEST	-5,742.00	-5,742.00	846.51	.00	.00	-6,588.51	-14.7
TOTAL WASTEWATER SEC-CONT PREV	-5,742.00	-5,742.00	846.51	.00	.00	-6,588.51	-14.7%
TOTAL REVENUES	-5,742.00	-5,742.00	846.51	.00	.00	-6,588.51	
631 SOLID WASTE OPERATING FUND							
6311001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6311001 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6311001 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6311001 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
6311001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
6311001 49999 INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0
6313630 47000 MISCELLANEOUS REVENU	-12,025.00	-12,025.00	-142,864.99	.00	.00	130,839.99	1188.1
6313630 47100 INTEREST INC- INVEST	-557,360.00	-557,360.00	-9,498.18	.00	.00	-547,861.82	1.7
6313630 48300 MISC INTERGOV REVENU	.00	.00	.00	.00	.00	.00	.0
6313630 48300 M2105 MISC INTERGOV R	.00	.00	.00	.00	.00	.00	.0
6313630 48300 M2218 MISC INTERGOV R	.00	.00	.00	.00	.00	.00	.0
6313630 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1001 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1306 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1307 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1311 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1402 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1703 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1804 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1808 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0

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631 SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313630 49000 C1809 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C1810 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2005 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2019 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2021 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2024 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2027 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2029 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2036 TRANSFERS IN (L	.00	.00	-2,581.04	-602.07	.00	2,581.04	100.0
6313630 49000 C2043 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2101 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2102 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2104 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2105 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2107 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2108 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2109 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2111 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2112 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2115 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2122 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2124 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2201 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2203 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2205 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2209 TRANSFERS IN (L	.00	.00	-175.99	-175.99	.00	175.99	100.0
6313630 49000 C2214 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2216 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2218 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2220 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2227 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2228 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2232 TRANSFERS IN (L	.00	.00	-859.17	-859.17	.00	859.17	100.0
6313630 49000 C2234 TRANSFERS IN (L	.00	.00	-2,254.67	-2,254.67	.00	2,254.67	100.0
6313630 49000 C2239 TRANSFERS IN (L	.00	.00	-2,722.25	-2,722.25	.00	2,722.25	100.0
6313630 49000 C2241 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2251 TRANSFERS IN (L	.00	.00	-345.05	-345.05	.00	345.05	100.0
6313630 49000 C2255 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2267 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2305 TRANSFERS IN (L	.00	.00	-226.82	-226.82	.00	226.82	100.0
6313630 49000 C2309 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2333 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2334 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2402 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0

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631 SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313630 49000 C2508 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 C2557 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 D0057 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 M0301 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
6313630 49000 M2217 TRANSFERS IN (L	.00	.00	-897.68	.00	.00	897.68	100.0
6313630 49160 TRANSFERS IN - IUF	.00	.00	.00	.00	.00	.00	.0
6313631 47000 MISCELLANEOUS REVENU	.00	.00	-60.00	.00	.00	60.00	100.0
6313632 43270 PENALTIES & FORFEITU	-265,000.00	-265,000.00	-144,559.88	-40,567.55	.00	-120,440.12	54.6
6313632 43400 DAMAGE REIMBURSEMENT	.00	.00	-7,093.93	-7,093.93	.00	7,093.93	100.0
6313632 45300 RESIDENTIAL STANDARD	-18,814,014.00	-18,814,014.00	-6,179,117.70	-1,734,641.68	.00	-12,634,896.30	32.8
6313632 45301 RESIDENTIAL SPECIAL	-138,065.00	-138,065.00	-50,282.30	-11,152.21	.00	-87,782.70	36.4
6313632 45310 RESIDENTIAL EXTRA CA	-989,568.00	-989,568.00	-308,732.76	-87,836.65	.00	-680,835.24	31.2
6313632 47000 MISCELLANEOUS REVENU	-2,040.00	-2,040.00	-1,176.15	-255.00	.00	-863.85	57.7
6313632 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
6313632 47800 SALES OF ASSETS	.00	.00	-436.50	-436.50	.00	436.50	100.0
6313633 43270 PENALTIES & FORFEITU	.00	.00	.00	.00	.00	.00	.0
6313633 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
6313633 45310 COMMERCIAL FEL 4-CUB	-16,384,633.00	-16,384,633.00	-4,714,123.51	-1,375,644.02	.00	-11,670,509.49	28.8
6313633 45311 COMMERCIAL FEL 2-CUB	-5,977,175.00	-5,977,175.00	-1,535,354.09	-390,219.27	.00	-4,441,820.91	25.7
6313633 45312 COMMERCIAL CARTS SER	-240,208.00	-240,208.00	-71,241.53	-18,526.77	.00	-168,966.47	29.7
6313633 45313 COMMERCIAL SPECIAL P	-22,972.00	-22,972.00	-7,745.13	-1,273.68	.00	-15,226.87	33.7
6313633 45314 COMMERCIAL FOOD WAST	-61,420.00	-61,420.00	-82,240.63	-21,361.34	.00	20,820.63	133.9
6313633 45318 COMMERC FEL 1 - CUBI	.00	.00	.00	.00	.00	.00	.0
6313633 45319 COMMERC FEL 3 - CUBI	.00	.00	.00	.00	.00	.00	.0
6313633 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
6313633 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6313633 61130 LEASE CLEARING (LESS	.00	.00	.00	.00	.00	.00	.0
6313634 45320 INDUSTRIAL 30-CUBIC	-1,966,581.00	-1,966,581.00	-635,541.35	-184,941.12	.00	-1,331,039.65	32.3
6313634 45321 INDUSTRIAL 13.4-CUBI	-1,525,742.00	-1,525,742.00	-476,538.95	-126,306.50	.00	-1,049,203.05	31.2
6313634 45322 INDUSTRIAL 30YD PASS	-2,519,980.00	-2,519,980.00	-925,054.36	-242,359.83	.00	-1,594,925.64	36.7
6313634 45323 INDUSTRIAL 13.4YD PA	-324,478.00	-324,478.00	-98,297.27	-34,065.68	.00	-226,180.73	30.3
6313634 45324 INDUSTRIAL SPECIAL P	-378,410.00	-378,410.00	-153,529.17	-24,240.40	.00	-224,880.83	40.6
6313634 45325 INDUST SPEC P/U PASS	-602,811.00	-602,811.00	-214,540.52	-43,794.35	.00	-388,270.48	35.6
6313634 45326 INDUSTRIAL RENTAL CH	-151,610.00	-151,610.00	-29,151.62	-7,550.58	.00	-122,458.38	19.2
6313634 45327 WALKING FLOOR TRAILE	-604,499.00	-604,499.00	-93,905.84	-29,634.22	.00	-510,593.16	15.5
6313634 45328 WALK FL TRAILER PASS	-1,045,523.00	-1,045,523.00	-152,528.24	-51,717.69	.00	-892,994.76	14.6
6313634 47000 MISCELLANEOUS REVENU	.00	.00	-180.00	-40.00	.00	180.00	100.0
6313634 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6313634 49025 TRANSFERS IN - INTER	.00	.00	.00	.00	.00	.00	.0
6313635 45330 SOLID WASTE - RECYCL	.00	.00	.00	.00	.00	.00	.0
6313635 45340 DEL NORTE WASTE GATE	-12,379,331.00	-12,379,331.00	-3,523,138.35	-997,260.52	.00	-8,856,192.65	28.5
6313635 45341 DEL NORTE HOST FEE	-27,718.00	-27,718.00	.00	.00	.00	-27,718.00	.0
6313635 45342 DEL NORTE CONST-DEMO	-172,971.00	-172,971.00	.00	.00	.00	-172,971.00	.0
6313635 47000 MISCELLANEOUS REVENU	-15,000.00	-15,000.00	.00	.00	.00	-15,000.00	.0

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631 SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313635 47700 OTHER REIMBURSEMENTS	-13,000.00	-13,000.00	.00	.00	.00	-13,000.00	.0
6313636 45330 DEL NORTE MRF RECYCL	-3,335,000.00	-3,335,000.00	-969,087.06	-191,091.39	.00	-2,365,912.94	29.1
6313636 45331 DEL NORTE MRF E-WAST	-15,000.00	-15,000.00	-137.57	.00	.00	-14,862.43	.9
6313636 45332 DEL NORTE MRF MATTRE	-50,000.00	-50,000.00	-55,407.75	.00	.00	5,407.75	110.8
6313636 45333 DEL NORTE LEASE PARK	.00	.00	.00	.00	.00	.00	.0
6313636 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6313636 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6313636 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
6313637 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6313638 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
6313638 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
6313639 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
TOTAL SOLID WASTE OPERATING FU	-68,592,134.00	-68,592,134.00	-20,591,628.00	-5,629,196.90	.00	-48,000,506.00	30.0%
TOTAL REVENUES	-68,592,134.00	-68,592,134.00	-20,591,628.00	-5,629,196.90	.00	-48,000,506.00	
632 SOLID WASTE CIP FUND							
6323630 49300 C2032 TRANSFERS IN -	.00	-1,272,541.00	.00	.00	.00	-1,272,541.00	.0
6323630 49300 C2122 TRANSFERS IN -	.00	-1,267,041.27	.00	.00	.00	-1,267,041.27	.0
6323630 49300 C2124 TRANSFERS IN -	.00	-1,379,610.98	.00	.00	.00	-1,379,610.98	.0
6323630 49300 C2125 TRANSFERS IN -	.00	-9,311.95	.00	.00	.00	-9,311.95	.0
6323630 49300 C2218 TRANSFERS IN -	.00	-300,000.00	.00	.00	.00	-300,000.00	.0
6323630 49300 C2237 TRANSFERS IN -	-750,000.00	-750,000.00	.00	.00	.00	-750,000.00	.0
6323630 49300 C2530 TRANSFERS IN -	-60,000.00	-60,000.00	.00	.00	.00	-60,000.00	.0
6323630 49300 C2536 TRANSFERS IN -	-3,000,000.00	-3,000,000.00	.00	.00	.00	-3,000,000.00	.0
6323630 49300 C2537 TRANSFERS IN -	-1,320,000.00	-1,320,000.00	.00	.00	.00	-1,320,000.00	.0
6323630 49300 C2538 TRANSFERS IN -	.00	-200,000.00	.00	.00	.00	-200,000.00	.0
6323630 49300 C2539 TRANSFERS IN -	-330,000.00	-330,000.00	.00	.00	.00	-330,000.00	.0
6323631 49300 C2423 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6323639 49300 C2020 TRANSFERS IN -	.00	-295,643.54	-4,636.29	-4,636.29	.00	-291,007.25	1.6
TOTAL SOLID WASTE CIP FUND	-5,460,000.00	-10,184,148.74	-4,636.29	-4,636.29	.00	-10,179,512.45	.0%
TOTAL REVENUES	-5,460,000.00	-10,184,148.74	-4,636.29	-4,636.29	.00	-10,179,512.45	
633 SOLID WASTE 2021 EQ LSE BOND							
6331001 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6331001 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
6331001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0

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633 SOLID WASTE 2021 EQ LSE BOND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6333632 47900	PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
TOTAL SOLID WASTE 2021 EQ LSE		.00	.00	.00	.00	.00	.00	.0%
634 SOLID WASTE DEVELOPER FEE FUND								
6341001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6343632 45300	SOLID WASTE - RESID	.00	.00	.00	.00	.00	.00	.0
6343632 45302	SOLID WASTE - RESID	-9,000.00	-9,000.00	-1,235.52	-308.88	.00	-7,764.48	13.7
6343632 45303	SOLID WASTE - RESID	.00	.00	-528.64	-132.91	.00	528.64	100.0
6343632 45304	SOLID WASTE - RESID	.00	.00	-676.32	-169.08	.00	676.32	100.0
6343632 45305	SOLID WASTE - RESID	.00	.00	-565.08	-141.27	.00	565.08	100.0
6343632 47100	INTEREST INC- INVEST	-28,780.00	-28,780.00	665.94	.00	.00	-29,445.94	-2.3
6343633 45310	SOLID WASTE - COMMER	.00	.00	.00	.00	.00	.00	.0
6343633 45315	SOLID WASTE- COMM 2C	.00	.00	-1,194.00	.00	.00	1,194.00	100.0
6343633 45316	SOLID WASTE- COMM 4C	-18,000.00	-18,000.00	-10,802.00	.00	.00	-7,198.00	60.0
6343633 45317	SOLID WASTE - FRONT-	.00	.00	-4,165.28	.00	.00	4,165.28	100.0
TOTAL SOLID WASTE DEVELOPER FE		-55,780.00	-55,780.00	-18,500.90	-752.14	.00	-37,279.10	33.2%
TOTAL REVENUES		-55,780.00	-55,780.00	-18,500.90	-752.14	.00	-37,279.10	
638 SOLID WASTE SEC - CONT PREV FU								
6381001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6383639 45150	SOLID WASTE COMTAM P	-1,000.00	-1,000.00	-4.80	-1.20	.00	-995.20	.5
6383639 47100	INTEREST INC- INVEST	-33,735.00	-33,735.00	1,992.40	.00	.00	-35,727.40	-5.9
TOTAL SOLID WASTE SEC - CONT P		-34,735.00	-34,735.00	1,987.60	-1.20	.00	-36,722.60	-5.7%
TOTAL REVENUES		-34,735.00	-34,735.00	1,987.60	-1.20	.00	-36,722.60	
641 PERFORMING ARTS CENTER FUND								
6411001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6411001 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
6415601 43100	PACC VENDOR FACILITY	-239,990.00	-239,990.00	-104,497.00	-76,669.00	.00	-135,493.00	43.5
6415601 43110	PACC VENDOR CONCESSI	-15,450.00	-15,450.00	.00	.00	.00	-15,450.00	.0
6415601 45320	SOLID WASTE - INDUST	.00	.00	.00	.00	.00	.00	.0
6415601 47000	MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0

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641 PERFORMING ARTS CENTER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6415601 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
6415601 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
6415601 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
TOTAL PERFORMING ARTS CENTER F	-255,440.00	-255,440.00	-104,497.00	-76,669.00	.00	-150,943.00	40.9%
TOTAL REVENUES	-255,440.00	-255,440.00	-104,497.00	-76,669.00	.00	-150,943.00	
651 GOLF COURSE OPERATING FUND							
6511001 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
6513640 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
6513640 44100 GOLF COURSE - OPERAT	-6,500,000.00	-6,500,000.00	-1,091,043.04	-391,230.20	.00	-5,408,956.96	16.8
6513640 45320 SOLID WASTE - INDUST	.00	.00	.00	.00	.00	.00	.0
6513640 47000 MISCELLANEOUS REVENU	-265,200.00	-265,200.00	.00	.00	.00	-265,200.00	.0
6513640 47100 INTEREST INC- INVEST	-225,621.00	-225,621.00	15,209.31	.00	.00	-240,830.31	-6.7
6513640 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
6513640 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
6513640 49999 INTRAFUND ADV OFFSET	.00	.00	.00	.00	.00	.00	.0
TOTAL GOLF COURSE OPERATING FU	-6,990,821.00	-6,990,821.00	-1,075,833.73	-391,230.20	.00	-5,914,987.27	15.4%
TOTAL REVENUES	-6,990,821.00	-6,990,821.00	-1,075,833.73	-391,230.20	.00	-5,914,987.27	
652 GOLF COURSE CIP FUND							
6523640 49300 C2242 TRANSFERS IN -	.00	-600,000.00	.00	.00	.00	-600,000.00	.0
6523640 49300 C2246 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6523640 49300 C2312 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
6523640 49300 C2313 TRANSFERS IN -	.00	-1,625,475.07	-12,531.11	-12,531.11	.00	-1,612,943.96	.8
TOTAL GOLF COURSE CIP FUND	.00	-2,225,475.07	-12,531.11	-12,531.11	.00	-2,212,943.96	.6%
TOTAL REVENUES	.00	-2,225,475.07	-12,531.11	-12,531.11	.00	-2,212,943.96	
701 PUBLIC LIAB & PROP INSUR ISF							
7011001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
7011602 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
7011602 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
7011602 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0

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701	PUBLIC LIAB & PROP INSUR ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7011704 43300	RENTAL REVENUE (SHOR	.00	.00	.00	.00	.00	.00	.0
7011704 43400	DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
7011704 47100	INTEREST INC- INVEST	-76,517.00	-76,517.00	24,581.79	.00	.00	-101,098.79	-32.1
7011704 47700	OTHER REIMBURSEMENTS	.00	.00	-6,847.00	-6,847.00	.00	6,847.00	100.0
7011704 49100	LIABILITY INSURANCE	-12,536,913.00	-12,536,913.00	-4,178,997.88	-1,044,749.47	.00	-8,357,915.12	33.3
TOTAL PUBLIC LIAB & PROP INSUR		-12,613,430.00	-12,613,430.00	-4,161,263.09	-1,051,596.47	.00	-8,452,166.91	33.0%
TOTAL REVENUES		-12,613,430.00	-12,613,430.00	-4,161,263.09	-1,051,596.47	.00	-8,452,166.91	
702 WORKERS COMP INSUR ISF								
7021001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
7021702 47100	INTEREST INC- INVEST	-594,479.00	-594,479.00	14,332.28	.00	.00	-608,811.28	-2.4
7021702 47700	OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
7021702 49110	WORKERS COMP INSURAN	-9,384,704.00	-9,384,704.00	-3,128,234.76	-782,058.69	.00	-6,256,469.24	33.3
TOTAL WORKERS COMP INSUR ISF		-9,979,183.00	-9,979,183.00	-3,113,902.48	-782,058.69	.00	-6,865,280.52	31.2%
TOTAL REVENUES		-9,979,183.00	-9,979,183.00	-3,113,902.48	-782,058.69	.00	-6,865,280.52	
725 CUSTOMER BILLING OPS ISF								
7251001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
7251211 47100	INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
7251211 49120	INTERNAL UTILITY BIL	.00	.00	.00	.00	.00	.00	.0
7251623 47100	INTEREST INC- INVEST	-55,270.00	-55,270.00	1,142.50	.00	.00	-56,412.50	-2.1
7251623 49120	INTERNAL UTILITY BIL	-3,189,535.00	-3,189,535.00	-1,063,178.32	-265,794.58	.00	-2,126,356.68	33.3
TOTAL CUSTOMER BILLING OPS ISF		-3,244,805.00	-3,244,805.00	-1,062,035.82	-265,794.58	.00	-2,182,769.18	32.7%
TOTAL REVENUES		-3,244,805.00	-3,244,805.00	-1,062,035.82	-265,794.58	.00	-2,182,769.18	
731 INFORMATION TECHNOLOGY ISF								
7311001 47130	UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
7311001 47800	SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
7311801 47100	INTEREST INC- INVEST	-271,188.00	-271,188.00	8,523.07	.00	.00	-279,711.07	-3.1
7311801 47700	OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
7311801 49130	IT INTERNAL SERVICE	-15,456,407.00	-15,456,407.00	-5,152,135.64	-1,288,033.91	.00	-10,304,271.36	33.3
7311801 49300	TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0

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731 INFORMATION TECHNOLOGY ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7311801 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
7311802 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
7311802 49130 IT INTERNAL SERVICE	.00	.00	.00	.00	.00	.00	.0
7311803 49130 IT INTERNAL SERVICE	.00	.00	.00	.00	.00	.00	.0
7311803 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
7311804 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
7311804 49130 IT INTERNAL SERVICE	.00	.00	.00	.00	.00	.00	.0
7311804 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
7311805 49130 IT INTERNAL SERVICE	-1,201,458.00	-1,201,458.00	-400,485.84	-100,121.46	.00	-800,972.16	33.3
TOTAL INFORMATION TECHNOLOGY I	-16,929,053.00	-16,929,053.00	-5,544,098.41	-1,388,155.37	.00	-11,384,954.59	32.7%
TOTAL REVENUES	-16,929,053.00	-16,929,053.00	-5,544,098.41	-1,388,155.37	.00	-11,384,954.59	
732 IT CAPITAL							
7321801 47100 INTEREST INC- INVEST	.00	.00	.00	.00	.00	.00	.0
7321801 49300 C1404 TRANSFERS IN -	.00	-289,103.36	.00	.00	.00	-289,103.36	.0
7321805 49300 C2315 TRANSFERS IN -	.00	.00	.00	.00	.00	.00	.0
TOTAL IT CAPITAL	.00	-289,103.36	.00	.00	.00	-289,103.36	.0%
TOTAL REVENUES	.00	-289,103.36	.00	.00	.00	-289,103.36	
735 FACILITIES MAINTENANCE ISF							
7351001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
7351001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
7351001 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
7351001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
7353740 43130 LEASED SPACE - CELLU	.00	.00	-3,751.06	-3,751.06	.00	3,751.06	100.0
7353740 43260 MISCELLANEOUS FEES	.00	.00	.00	.00	.00	.00	.0
7353740 43300 RENTAL REVENUE (SHOR	-39,609.00	-39,609.00	-7,502.12	.00	.00	-32,106.88	18.9
7353740 43400 DAMAGE REIMBURSEMENT	.00	.00	.00	.00	.00	.00	.0
7353740 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
7353740 47100 INTEREST INC- INVEST	-70,594.00	-70,594.00	2,941.33	.00	.00	-73,535.33	-4.2
7353740 47700 OTHER REIMBURSEMENTS	.00	.00	.00	.00	.00	.00	.0
7353740 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
7353740 49000 C1810 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
7353740 49000 C2019 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
7353740 49000 C2043 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
7353740 49000 C2251 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0

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735 FACILITIES MAINTENANCE ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7353740 49000 C2305 TRANSFERS IN (L	.00	.00	.00	.00	.00	.00	.0
7353740 49140 FACILITIES INTERNAL	-8,844,071.00	-8,844,071.00	-2,948,023.72	-737,005.93	.00	-5,896,047.28	33.3
7353740 61130 LEASE CLEARING (LESS	.00	.00	.00	.00	.00	.00	.0
7353740 61131 LEASE REVENUE GASB 8	.00	.00	.00	.00	.00	.00	.0
7353740 61134 INTEREST INCOME - GA	.00	.00	.00	.00	.00	.00	.0
TOTAL FACILITIES MAINTENANCE I	-8,954,274.00	-8,954,274.00	-2,956,335.57	-740,756.99	.00	-5,997,938.43	33.0%
TOTAL REVENUES	-8,954,274.00	-8,954,274.00	-2,956,335.57	-740,756.99	.00	-5,997,938.43	
736 FACILITIES CAPITAL							
7363740 49300 C2604 TRANSFERS IN -	-1,100,000.00	-1,100,000.00	.00	.00	.00	-1,100,000.00	.0
7363740 49300 C2605 TRANSFERS IN -	-100,000.00	-100,000.00	.00	.00	.00	-100,000.00	.0
TOTAL FACILITIES CAPITAL	-1,200,000.00	-1,200,000.00	.00	.00	.00	-1,200,000.00	.0%
TOTAL REVENUES	-1,200,000.00	-1,200,000.00	.00	.00	.00	-1,200,000.00	
741 FLEET SERVICES ISF							
7411001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
7411001 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
7413750 43400 DAMAGE REIMBURSEMENT	-31,000.00	-31,000.00	-17,863.52	.00	.00	-13,136.48	57.6
7413750 47000 MISCELLANEOUS REVENU	-18,000.00	-18,000.00	-2,645.16	-2,645.16	.00	-15,354.84	14.7
7413750 47100 INTEREST INC- INVEST	-2,968.00	-2,968.00	-1,620.00	.00	.00	-1,348.00	54.6
7413750 47700 OTHER REIMBURSEMENTS	.00	.00	-20.23	.00	.00	20.23	100.0
7413750 47800 SALES OF ASSETS	-2,083.00	-2,083.00	-324.65	.00	.00	-1,758.35	15.6
7413750 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
7413750 49150 FLEET-EQUIPMENT MAIN	-10,489,711.00	-10,489,711.00	-2,996,084.47	-852,794.23	.00	-7,493,626.53	28.6
TOTAL FLEET SERVICES ISF	-10,543,762.00	-10,543,762.00	-3,018,558.03	-855,439.39	.00	-7,525,203.97	28.6%
TOTAL REVENUES	-10,543,762.00	-10,543,762.00	-3,018,558.03	-855,439.39	.00	-7,525,203.97	
742 FLEET REPLACEMENT FUND							
7421001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
7423750 47100 INTEREST INC- INVEST	-25,554.00	-25,554.00	526.44	.00	.00	-26,080.44	-2.1
7423750 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
TOTAL FLEET REPLACEMENT FUND	-25,554.00	-25,554.00	526.44	.00	.00	-26,080.44	-2.1%
TOTAL REVENUES	-25,554.00	-25,554.00	526.44	.00	.00	-26,080.44	

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801 COFA DEBT SERVICE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
801 COFA DEBT SERVICE FUND							
8011001 47110 OTHER INTEREST INCOM	.00	.00	-568.01	-568.01	.00	568.01	100.0
8011001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
8011001 47900 PROCEEDS FROM SALE O	.00	.00	.00	.00	.00	.00	.0
8011001 49000 TRANSFERS IN (LABOR)	.00	.00	.00	.00	.00	.00	.0
8011001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
8011001 49900 TRANSFER IN - DEBT	-5,667,701.00	-5,667,701.00	-453,657.15	-444,750.00	.00	-5,214,043.85	8.0
8011001 49900 C1844 TRANSFER IN - D	.00	.00	.00	.00	.00	.00	.0
8011001 49900 C1845 TRANSFER IN - D	.00	.00	.00	.00	.00	.00	.0
8011001 49900 M1905 TRANSFER IN - D	.00	.00	.00	.00	.00	.00	.0
8013101 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
8013101 49900 TRANSFER IN - DEBT	.00	.00	.00	.00	.00	.00	.0
8013101 49900 M1805 TRANSFER IN - D	-1,665,250.00	-1,665,250.00	.00	.00	.00	-1,665,250.00	.0
TOTAL COFA DEBT SERVICE FUND	-7,332,951.00	-7,332,951.00	-454,225.16	-445,318.01	.00	-6,878,725.84	6.2%
TOTAL REVENUES	-7,332,951.00	-7,332,951.00	-454,225.16	-445,318.01	.00	-6,878,725.84	
850 RIVERPARK JPA FUND							
8501001 47100 INTEREST INC- INVEST	-31,918.00	-31,918.00	729.50	.00	.00	-32,647.50	-2.3
8501001 47130 UNREALIZED GAIN (LOS	.00	.00	.00	.00	.00	.00	.0
TOTAL RIVERPARK JPA FUND	-31,918.00	-31,918.00	729.50	.00	.00	-32,647.50	-2.3%
TOTAL REVENUES	-31,918.00	-31,918.00	729.50	.00	.00	-32,647.50	
991 GOVERNMENTAL CAPITAL ASSETS FD							
9911001 43210 PARKING FINES	.00	.00	.00	.00	.00	.00	.0
9911001 47000 MISCELLANEOUS REVENU	.00	.00	.00	.00	.00	.00	.0
9911001 47300 DONATIONS AND CONTRI	.00	.00	.00	.00	.00	.00	.0
9911001 47800 SALES OF ASSETS	.00	.00	.00	.00	.00	.00	.0
9911001 49300 TRANSFERS IN - CIP	.00	.00	.00	.00	.00	.00	.0
9911001 61130 LEASE CLEARING (LESS	.00	.00	.00	.00	.00	.00	.0
9911001 61131 LEASE REVENUE GASB 8	.00	.00	.00	.00	.00	.00	.0
9911001 61134 INTEREST INCOME - GA	.00	.00	.00	.00	.00	.00	.0
9911001 61135 NONLEASE COMPONENT I	.00	.00	.00	.00	.00	.00	.0
9911001 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0

YEAR-TO-DATE BUDGET REPORT

OCTOBER 2025 REVENUE

FOR 2026 04

991 GOVERNMENTAL CAPITAL ASSETS FD	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
9912131 61142 OTHER FINANCING-SUBS	.00	.00	.00	.00	.00	.00	.0
TOTAL GOVERNMENTAL CAPITAL ASS	.00	.00	.00	.00	.00	.00	.0%
GRAND TOTAL	-701,934,108.00	**********	-155,175,993.33	-63,134,846.32	.00	**********	12.4%

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

YEAR-TO-DATE BUDGET REPORT

OCTOBER 2025 EXPENSES

FOR 2026 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
50000 SALARIES - REGULAR	97,674,682.00	97,641,818.00	27,319,828.34	9,916,305.60	.00	70,321,989.66	28.0%
50100 SALARIES - TEMPORARY	2,194,121.00	2,223,911.75	698,986.37	226,836.70	.00	1,524,925.38	31.4%
50168 LEAVE BANK CASH OUT	.00	-984.00	.00	.00	.00	-984.00	.0%
50200 OVERTIME WAGES	4,408,305.00	4,434,305.00	2,380,633.89	722,421.98	.00	2,053,671.11	53.7%
50210 OVERTIME-FLSA PUBLIC SAFET	175,000.00	175,000.00	123,045.54	49,200.57	.00	51,954.46	70.3%
50220 STATION COVERAGE OT	5,702,460.00	5,702,460.00	2,175,999.79	759,093.58	.00	3,526,460.21	38.2%
50230 CALLBACK	1,060,000.00	1,060,000.00	282,537.11	101,531.00	.00	777,462.89	26.7%
50400 VAC SICK COMP BUYBACK	.00	.00	-16.45	.00	.00	16.45	100.0%
50410 WORKERS COMP SALARY CONTIN	.00	.00	446,619.32	139,315.57	.00	-446,619.32	100.0%
50900 VACANCY SAVINGS	-10,985,104.00	-10,985,104.00	.00	.00	.00	-10,985,104.00	.0%
51000 CALPERS PENSION NORMAL COS	9,621,723.00	9,611,401.00	1,365,725.08	943,933.76	.00	8,245,675.92	14.2%
51005 CALPERS PENS CARMAN NORMAL	.00	.00	9,927.68	48,750.77	.00	-9,927.68	100.0%
51010 CALPERS PENSION UAL	6,315,862.00	6,315,862.00	2,105,287.32	526,321.83	.00	4,210,574.68	33.3%
51020 CALPERS UAL - PUBLIC SAFET	3,999,490.00	3,999,490.00	1,333,163.32	333,290.83	.00	2,666,326.68	33.3%
51030 RETIREMENT ENHANCEMENT PLA	431,171.00	432,244.21	460,534.02	-448,819.33	.00	-28,289.81	106.5%
51040 EARLY RETIREMENT INCENTIVE	38,450.00	38,450.00	38,450.06	.00	.00	-.06	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	21,017,677.00	20,999,237.43	5,600,848.07	2,018,729.69	.00	15,398,389.36	26.7%
51161 VAC/SICK ACCRUAL	2,092,537.00	2,091,137.00	618,234.20	221,622.63	.00	1,472,902.80	29.6%
51168 SURVIVOR BENEFITS	.00	.00	225.00	.00	.00	-225.00	100.0%
51200 OPOA RETIREE MEDICAL PLAN	1,955,871.00	1,955,871.00	995,758.52	495,420.86	.00	960,112.48	50.9%
51210 RETIREE HEALTH INS PLAN	622,309.00	622,309.00	265,191.08	62,034.86	.00	357,117.92	42.6%
51300 WORKERS COMPENSATION	7,207,537.00	7,207,537.00	2,402,512.28	600,628.07	.00	4,805,024.72	33.3%
51400 AUTO ALLOWANCE	49,470.00	49,470.00	15,490.89	5,638.86	.00	33,979.11	31.3%
51410 UNIFORM ALLOWANCE	52,549.00	52,549.00	44,674.79	42,896.04	.00	7,874.21	85.0%
52000 POSTAGE	67,206.00	67,706.00	17,114.37	5,097.87	16,415.08	34,176.55	49.5%
52100 CHEMICALS	140,873.00	140,873.00	39,070.44	.00	15,587.08	86,215.48	38.8%
52200 BROCHURES & PUBLICATIONS	63,757.00	63,757.00	7,821.28	461.50	21,922.88	34,012.84	46.7%
52300 UNIFORMS	372,626.00	372,626.00	73,786.80	32,409.00	263,882.89	34,956.31	90.6%
52310 TRAINING-WORKSHOP-MTGS	625,444.00	626,944.00	74,741.85	12,287.75	75,980.31	476,221.84	24.0%
52320 MILEAGE REIMBURSEMENTS	2,829.00	2,829.00	322.98	307.16	.00	2,506.02	11.4%
52330 EDUCATION REIMBURSEMENT	34,714.00	34,714.00	13,187.44	1,160.00	.00	21,526.56	38.0%
52340 MEMBERSHIPS	375,481.00	375,481.00	246,593.77	10,000.00	.00	128,887.23	65.7%
52350 OTHER EXPENSE REIMB	71,776.00	98,026.00	14,223.39	4,677.05	.00	83,802.61	14.5%
52400 MINOR EQUIPMENT	991,161.00	996,161.00	242,416.35	101,116.99	370,569.50	383,175.15	61.5%
52500 COMMUNITY ACTIVITIES EXP	219,366.00	219,366.00	51,158.80	10,000.00	12,000.00	156,207.20	28.8%
52600 SUPPLIES CUSTODIAL	154,500.00	154,500.00	17,816.07	5,191.16	49,646.95	87,036.98	43.7%
52610 SUPPLIES SAFETY	307,117.00	307,117.00	34,673.44	5,920.33	71,415.44	201,028.12	34.5%
52620 SUPPLIES OTHER	504,923.00	504,923.00	90,551.67	16,817.70	181,475.83	232,895.50	53.9%
52900 MISC SUPPLIES	1,426,492.00	1,429,092.00	132,323.76	51,777.43	715,921.41	580,846.83	59.4%
53000 SOFTWARE EXPENSE	38,038.00	38,038.00	16,107.33	8,506.12	796.79	21,133.88	44.4%

YEAR-TO-DATE BUDGET REPORT

OCTOBER 2025 EXPENSES

FOR 2026 04

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53001	SOFTWARE SUBSCRIPTION	19,500.00	19,500.00	22,456.00	.00	13,288.00	-16,244.00	183.3%
53010	SERVICES PRINTING BINDING	113,628.00	113,628.00	6,811.35	1,806.68	37,618.01	69,198.64	39.1%
53020	INTERNAL PHOTOCOPING COSTS	96,981.00	100,561.00	16,662.67	219.98	1,372.63	82,525.70	17.9%
53110	SERVICES MEDICAL	31,957.00	31,957.00	6,210.00	5,048.00	38.60	25,708.40	19.6%
53200	PROF SERVICES - OTHER	18,005,263.00	21,101,653.60	3,616,926.47	931,861.14	9,469,062.57	8,015,664.56	62.0%
53210	SERVICES AUDIT	285,000.00	285,000.00	71,796.75	24,212.50	185,208.25	27,995.00	90.2%
53220	SERVICES LEGAL SERVICES	824,142.00	829,142.00	127,172.41	24,333.30	349,824.33	352,145.26	57.5%
53230	ANIMAL SHELTER	2,732,634.00	2,732,634.00	.00	.00	.00	2,732,634.00	.0%
53250	ADVERTISING	47,111.00	47,111.00	4,225.00	.00	11,775.00	31,111.00	34.0%
53260	LEGAL ADVOCACY	82,416.00	82,416.00	20,604.00	4,200.00	61,812.00	.00	100.0%
53300	CONTRACT ELECTIONS EXPNS	100,000.00	100,000.00	.00	.00	.00	100,000.00	.0%
53310	COUNTY PROP TAX ADMIN CHG	545,500.00	545,500.00	.00	.00	.00	545,500.00	.0%
53400	PROFESSIONAL SERVICES - HR	80,000.00	80,000.00	15,247.50	1,120.00	9,216.00	55,536.50	30.6%
53410	BACKGROUND CHECKING	261,557.00	261,557.00	116,308.00	26,208.40	88,692.00	56,557.00	78.4%
53500	BANK CHARGES	224,810.00	224,810.00	10,991.60	1,409.23	36,034.43	177,783.97	20.9%
53510	SERVICE FINES & FEES	.00	.00	770.00	.00	.00	-770.00	100.0%
53710	PRIOR YEAR REFUNDS	.00	900.00	.00	.00	.00	900.00	.0%
54010	UTILITY EXPENSE-ELECTRIC	2,811,881.00	2,811,881.00	729,705.31	72,528.38	.00	2,082,175.69	26.0%
54020	UTILITY EXPENSE - GAS	66,625.00	66,625.00	16,894.72	7,531.02	.00	49,730.28	25.4%
54030	UTILITY EXPENSE- WASTEWATE	115,532.00	115,532.00	39,552.03	9,497.32	.00	75,979.97	34.2%
54040	UTILITY EXPENSE WATER	1,678,757.00	1,678,757.00	748,742.64	197,627.45	.00	930,014.36	44.6%
54050	UTIL EXP REFUSE AND DISPOS	479,760.00	479,760.00	150,183.97	55,748.50	.00	329,576.03	31.3%
54070	INTERNET CHARGES	3,606.00	3,606.00	99.28	99.28	.00	3,506.72	2.8%
54080	TELEPHONE CHGS	618,463.00	619,083.00	120,891.66	18,360.10	18,221.54	479,969.80	22.5%
55010	BUILDING MAINT & REPAIR	189,570.00	189,570.00	9,161.31	3,400.56	35,300.86	145,107.83	23.5%
55020	EQUIPMENT MAINTENANCE	119,284.00	119,284.00	25,271.68	17,282.10	92,657.79	1,354.53	98.9%
55030	VEHICLE MAINTENANCE	62,209.00	62,209.00	20,731.75	7,767.75	48,419.00	-6,941.75	111.2%
56010	CAPEX - BUILDINGS	.00	39,000.00	.00	.00	.00	39,000.00	.0%
56030	CAPEX - VEHICLES	180,000.00	731,867.88	54,603.15	.00	32,761.89	644,502.84	11.9%
56040	CAPEX - MACHINERY/EQUIP	10,000.00	219,529.02	68,829.10	.00	.00	150,699.92	31.4%
57000	RENTALS & LEASES	2,924,270.00	2,925,347.00	616,706.65	145,059.63	2,363,438.95	-54,798.60	101.9%
57110	TAXES AND FILING FEES	9,000.00	9,000.00	9,785.00	.00	.00	-785.00	108.7%
57300	LEASE PMT CAP GROWTH FEES	973,883.00	973,883.00	174,685.70	174,685.70	.00	799,197.30	17.9%
57400	CONTRIBUTION TO OTHER FND	95,000.00	95,000.00	95,000.00	.00	.00	.00	100.0%
57410	CONTRIBUTION TO OTHER GOV	163,856.00	163,856.00	.00	.00	163,855.42	.58	100.0%
57800	FOR CONTINGENCIES	2,092,873.00	3,193,272.61	.00	.00	.00	3,193,272.61	.0%
59000	TRANSFERS OUT (LABOR)	.00	.00	897.68	.00	.00	-897.68	100.0%
59200	IT & DATA PROCESSING CHGS	9,916,201.00	9,916,201.00	3,305,400.32	826,350.08	.00	6,610,800.68	33.3%
59300	LIABILITY INSURANCE CHGS	8,684,390.00	8,684,390.00	2,894,796.72	723,699.18	.00	5,789,593.28	33.3%
59400	TELEPHONE CHGS HIPC	822,238.00	822,238.00	274,079.24	68,519.81	.00	548,158.76	33.3%
59500	FLEET EQUIP MAINT ISF CHG	5,220,048.00	5,220,048.00	1,545,968.45	427,954.71	.00	3,674,079.55	29.6%
59700	FACILITY CHG MAINTENANCE	7,300,692.00	7,300,692.00	2,433,564.04	608,391.01	.00	4,867,127.96	33.3%
59800	TRANSFERS OUT - CIP	10,079,000.00	40,265,100.95	1,348,364.01	1,348,364.01	.00	38,916,736.94	3.3%
59810	TRANSFERS OUT - CITY MATCH	49,624.00	72,172.92	48.40	48.40	.00	72,124.52	.1%

YEAR-TO-DATE BUDGET REPORT

OCTOBER 2025 EXPENSES

FOR 2026 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59900 TRANSFERS OUT - DEBT	3,973,182.00	3,973,182.00	175,110.21	166,203.06	.00	3,798,071.79	4.4%
59910 TRANSFERS OUT - STORM WATE	1,785,840.00	1,785,840.00	315,973.76	.00	.00	1,469,866.24	17.7%
59920 INTERFND TRNSFRS OUT- SP.	419,369.00	419,369.00	34,372.94	34,372.94	.00	384,996.06	8.2%
59930 TRANSFERS OUT - TRAFFIC SA	330,000.00	330,000.00	42,148.78	.00	.00	287,851.22	12.8%
TOTAL GENERAL FUND	243,656,065.00	278,901,783.37	69,043,316.21	22,964,794.15	14,814,211.43	195,044,255.73	30.1%
104 HALF CENT SALES TAX - MEAS O							
50000 SALARIES - REGULAR	390,992.00	390,992.00	121,714.06	41,535.14	.00	269,277.94	31.1%
50100 SALARIES - TEMPORARY	266,928.00	309,552.00	165,030.68	63,477.78	.00	144,521.32	53.3%
50200 OVERTIME WAGES	.00	.00	2,319.87	1,678.44	.00	-2,319.87	100.0%
50400 VAC SICK COMP BUYBACK	.00	.00	311.78	.00	.00	-311.78	100.0%
51000 CALPERS PENSION NORMAL COS	32,237.00	32,237.00	11,570.76	4,061.80	.00	20,666.24	35.9%
51010 CALPERS PENSION UAL	52,143.00	52,143.00	17,381.00	4,345.25	.00	34,762.00	33.3%
51030 RETIREMENT ENHANCEMENT PLA	1,536.00	1,536.00	8,062.40	1,321.93	.00	-6,526.40	524.9%
51160 CITY PAID EMPLOYEE BENEFIT	113,989.00	116,312.00	33,532.00	10,957.64	.00	82,780.00	28.8%
51161 VAC/SICK ACCRUAL	7,000.00	7,000.00	2,606.10	858.25	.00	4,393.90	37.2%
51210 RETIREE HEALTH INS PLAN	.00	.00	342.78	86.72	.00	-342.78	100.0%
51300 WORKERS COMPENSATION	19,626.00	19,626.00	6,541.96	1,635.49	.00	13,084.04	33.3%
52000 POSTAGE	3,000.00	3,000.00	.00	.00	.00	3,000.00	.0%
52300 UNIFORMS	4,500.00	4,500.00	465.57	465.57	1,324.98	2,709.45	39.8%
52400 MINOR EQUIPMENT	279,081.00	318,721.07	174,993.59	53,460.70	284,056.78	-140,329.30	144.0%
52600 SUPPLIES CUSTODIAL	11,000.00	11,000.00	.00	.00	.00	11,000.00	.0%
52620 SUPPLIES OTHER	20,125.00	20,125.00	4,901.40	4,856.29	2,500.00	12,723.60	36.8%
52900 MISC SUPPLIES	4,000.00	4,000.00	279.32	279.32	1,720.68	2,000.00	50.0%
53002 IT MAINT/SUPPORT - ANNUAL	.00	.00	.00	.00	3,543.12	-3,543.12	100.0%
53010 SERVICES PRINTING BINDING	28,000.00	28,000.00	.00	.00	27,335.68	664.32	97.6%
53200 PROF SERVICES - OTHER	768,430.00	820,705.57	54,867.04	18,434.12	215,503.05	550,335.48	32.9%
53210 SERVICES AUDIT	5,400.00	5,400.00	.00	.00	.00	5,400.00	.0%
53600 HOUSING ASSIST LOAN GRANT	.00	119,213.70	36,455.70	.00	.00	82,758.00	30.6%
54010 UTILITY EXPENSE-ELECTRIC	4,209.00	4,209.00	481.49	116.28	.00	3,727.51	11.4%
54030 UTILITY EXPENSE- WASTEWATE	.00	.00	749.33	178.16	.00	-749.33	100.0%
54040 UTILITY EXPENSE WATER	.00	.00	70,003.68	17,023.86	.00	-70,003.68	100.0%
54050 UTIL EXP REFUSE AND DISPOS	.00	.00	6,071.99	1,519.11	.00	-6,071.99	100.0%
54080 TELEPHONE CHGS	500.00	500.00	1,315.73	.00	.00	-815.73	263.1%
56040 CAPEX - MACHINERY/EQUIP	2,000.00	2,000.00	.00	.00	.00	2,000.00	.0%
57400 CONTRIBUTION TO OTHER FND	3,838.00	3,838.00	.00	.00	.00	3,838.00	.0%
57500 PRINCIPAL PAYMENTS	1,005,000.00	1,005,000.00	.00	.00	.00	1,005,000.00	.0%
57510 INTEREST EXPENSE	346,341.00	346,341.00	.00	.00	.00	346,341.00	.0%
59200 IT & DATA PROCESSING CHGS	40,264.00	40,264.00	13,421.32	3,355.33	.00	26,842.68	33.3%
59300 LIABILITY INSURANCE CHGS	35,395.00	35,395.00	11,798.32	2,949.58	.00	23,596.68	33.3%

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FOR 2026 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59500 FLEET EQUIP MAINT ISF CHG	2,861.00	2,861.00	32,233.96	3,912.72	.00	-29,372.96	1126.7%
59600 INDIRECT PRORATED CST CHG	67,727.00	67,727.00	22,575.64	5,643.91	.00	45,151.36	33.3%
59800 TRANSFERS OUT - CIP	22,530,000.00	40,466,499.73	199,686.49	199,686.49	.00	40,266,813.24	.5%
59810 TRANSFERS OUT - CITY MATCH	.00	24,115.18	.00	.00	.00	24,115.18	.0%
59900 TRANSFERS OUT - DEBT	1,665,250.00	1,665,250.00	.00	.00	.00	1,665,250.00	.0%
59940 TRANSFERS OUT - MEASURE O	1,514,671.00	1,514,671.00	440,421.00	110,105.25	.00	1,074,250.00	29.1%
TOTAL HALF CENT SALES TAX - ME	29,226,043.00	47,442,734.25	1,440,134.96	551,945.13	535,984.29	45,466,615.00	4.2%
105 STREET MAINTENANCE (IUF) FUND							
59800 TRANSFERS OUT - CIP	.00	15,822.88	.01	.01	.00	15,822.87	.0%
TOTAL STREET MAINTENANCE (IUF)	.00	15,822.88	.01	.01	.00	15,822.87	.0%
114 STORM WATER MANAGEMENT FUND							
50000 SALARIES - REGULAR	433,351.00	433,351.00	110,315.65	30,386.84	.00	323,035.35	25.5%
50100 SALARIES - TEMPORARY	.00	.00	183.85	183.85	.00	-183.85	100.0%
50200 OVERTIME WAGES	50,000.00	50,000.00	12,256.05	5,946.21	.00	37,743.95	24.5%
51000 CALPERS PENSION NORMAL COS	43,206.00	43,206.00	10,246.73	3,267.08	.00	32,959.27	23.7%
51010 CALPERS PENSION UAL	61,846.00	61,846.00	20,615.32	5,153.83	.00	41,230.68	33.3%
51030 RETIREMENT ENHANCEMENT PLA	1,727.00	1,727.00	1,557.17	-3,573.23	.00	169.83	90.2%
51160 CITY PAID EMPLOYEE BENEFIT	117,655.00	117,655.00	17,931.58	3,389.97	.00	99,723.42	15.2%
51161 VAC/SICK ACCRUAL	9,383.00	9,383.00	2,396.89	706.00	.00	6,986.11	25.5%
51210 RETIREE HEALTH INS PLAN	.00	.00	238.76	66.14	.00	-238.76	100.0%
51300 WORKERS COMPENSATION	28,112.00	28,112.00	9,370.64	2,342.66	.00	18,741.36	33.3%
52100 CHEMICALS	40,000.00	40,000.00	.00	.00	23,219.71	16,780.29	58.0%
52310 TRAINING-WORKSHOP-MTGS	1,500.00	1,500.00	.00	.00	.00	1,500.00	.0%
52400 MINOR EQUIPMENT	20,000.00	20,000.00	2,490.02	.00	4,500.00	13,009.98	35.0%
53200 PROF SERVICES - OTHER	700,000.00	700,000.00	156,195.43	21,992.05	344,839.08	198,965.49	71.6%
54010 UTILITY EXPENSE-ELECTRIC	2,500.00	2,500.00	710.74	174.23	.00	1,789.26	28.4%
54050 UTIL EXP REFUSE AND DISPOS	294,000.00	294,000.00	103,711.32	.00	.00	190,288.68	35.3%
54090 UNLEADED FUEL	5,000.00	5,000.00	.00	.00	10,000.00	-5,000.00	200.0%
55030 VEHICLE MAINTENANCE	.00	.00	594.95	.00	.00	-594.95	100.0%
57000 RENTALS & LEASES	75,000.00	75,000.00	5,761.06	2,440.58	42,303.64	26,935.30	64.1%
57110 TAXES AND FILING FEES	60,000.00	60,000.00	.00	.00	.00	60,000.00	.0%
59200 IT & DATA PROCESSING CHGS	58,670.00	58,670.00	19,556.64	4,889.16	.00	39,113.36	33.3%
59300 LIABILITY INSURANCE CHGS	51,420.00	51,420.00	17,140.00	4,285.00	.00	34,280.00	33.3%
59500 FLEET EQUIP MAINT ISF CHG	2,854.00	2,854.00	182.28	18.50	.00	2,671.72	6.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59600 INDIRECT PRORATED CST CHG	53,219.00	53,219.00	17,739.68	4,434.92	.00	35,479.32	33.3%
TOTAL STORM WATER MANAGEMENT F	2,109,443.00	2,109,443.00	509,194.76	86,103.79	424,862.43	1,175,385.81	44.3%
119 PUBLIC SAFETY RETIREMENT FUND							
51005 CALPERS PENS CARMAN NORMAL	9,371,270.00	9,371,270.00	616,852.80	908,489.65	.00	8,754,417.20	6.6%
51020 CALPERS UAL - PUBLIC SAFET	13,015,527.00	13,015,527.00	4,338,509.00	1,084,627.25	.00	8,677,018.00	33.3%
53310 COUNTY PROP TAX ADMIN CHG	167,363.00	167,363.00	.00	.00	.00	167,363.00	.0%
TOTAL PUBLIC SAFETY RETIREMENT	22,554,160.00	22,554,160.00	4,955,361.80	1,993,116.90	.00	17,598,798.20	22.0%
120 MAINT ASSMNT DIST							
50000 SALARIES - REGULAR	1,400,574.00	1,400,574.00	397,378.62	168,285.90	.00	1,003,195.38	28.4%
50100 SALARIES - TEMPORARY	20,000.00	20,000.00	.00	.00	.00	20,000.00	.0%
50200 OVERTIME WAGES	383,000.00	383,000.00	48,524.66	16,468.72	.00	334,475.34	12.7%
51000 CALPERS PENSION NORMAL COS	139,637.00	139,637.00	33,017.80	14,625.83	.00	106,619.20	23.6%
51005 CALPERS PENS CARMAN NORMAL	.00	.00	2,318.18	2,144.35	.00	-2,318.18	100.0%
51010 CALPERS PENSION UAL	189,530.00	189,530.00	63,176.68	15,794.17	.00	126,353.32	33.3%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	3,740.96	1,447.59	.00	-3,740.96	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	357,501.00	357,501.00	89,906.79	33,920.73	.00	267,594.21	25.1%
51161 VAC/SICK ACCRUAL	30,322.00	30,322.00	8,626.60	3,343.28	.00	21,695.40	28.4%
51210 RETIREE HEALTH INS PLAN	.00	.00	2,432.64	919.62	.00	-2,432.64	100.0%
51300 WORKERS COMPENSATION	82,926.00	82,926.00	27,642.00	6,910.50	.00	55,284.00	33.3%
52200 BROCHURES & PUBLICATIONS	5,000.00	5,000.00	1,093.36	1,093.36	6,056.64	-2,150.00	143.0%
52300 UNIFORMS	7,500.00	7,500.00	.00	.00	13,700.00	-6,200.00	182.7%
52310 TRAINING-WORKSHOP-MTGS	25,000.00	25,000.00	300.00	.00	25,000.00	-300.00	101.2%
52400 MINOR EQUIPMENT	96,500.00	96,500.00	8,455.31	3,414.36	112,669.57	-24,624.88	125.5%
52600 SUPPLIES CUSTODIAL	38,000.00	38,000.00	7,951.48	3,569.53	39,048.52	-9,000.00	123.7%
52610 SUPPLIES SAFETY	500.00	500.00	.00	.00	247.70	252.30	49.5%
52900 MISC SUPPLIES	188,500.00	188,500.00	15,975.43	10,995.11	74,642.92	97,881.65	48.1%
53200 PROF SERVICES - OTHER	6,591,301.00	6,593,619.00	683,627.21	205,076.54	3,621,820.80	2,288,170.99	65.3%
53310 COUNTY PROP TAX ADMIN CHG	21,407.00	21,407.00	40.35	40.35	.00	21,366.65	.2%
54010 UTILITY EXPENSE-ELECTRIC	242,385.00	242,385.00	57,975.86	16,708.62	.00	184,409.14	23.9%
54030 UTILITY EXPENSE- WASTEWATE	7,300.00	7,300.00	3,802.17	946.68	.00	3,497.83	52.1%
54040 UTILITY EXPENSE WATER	981,819.00	981,819.00	420,507.07	68,632.20	.00	561,311.93	42.8%
54050 UTIL EXP REFUSE AND DISPOS	22,100.00	22,100.00	7,067.30	1,772.64	.00	15,032.70	32.0%
54080 TELEPHONE CHGS	20,400.00	20,400.00	3,643.43	593.61	.00	16,756.57	17.9%
57000 RENTALS & LEASES	125,000.00	125,000.00	26,202.02	.00	5,149.66	93,648.32	25.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59020 TRANSFERS OUT - INTRAFUND	2,995,920.00	2,995,920.00	596,891.72	596,891.72	.00	2,399,028.28	19.9%
59025 TRANSFERS OUT - INTERFUND	369,509.00	369,509.00	5,000.00	.00	.00	364,509.00	1.4%
59200 IT & DATA PROCESSING CHGS	179,841.00	179,841.00	59,947.00	14,986.75	.00	119,894.00	33.3%
59300 LIABILITY INSURANCE CHGS	144,153.00	144,153.00	48,051.00	12,012.75	.00	96,102.00	33.3%
59400 TELEPHONE CHGS HIPC	4,922.00	4,922.00	1,640.64	410.16	.00	3,281.36	33.3%
59500 FLEET EQUIP MAINT ISF CHG	62,672.00	62,672.00	16,679.06	5,176.88	.00	45,992.94	26.6%
59600 INDIRECT PRORATED CST CHG	206,671.00	206,671.00	68,890.32	17,222.58	.00	137,780.68	33.3%
59700 FACILITY CHG MAINTENANCE	28,445.00	28,445.00	9,481.68	2,370.42	.00	18,963.32	33.3%
59800 TRANSFERS OUT - CIP	330,000.00	1,547,546.19	1,900.34	1,900.34	.00	1,545,645.85	.1%
TOTAL MAINT ASSMNT DIST	15,298,335.00	16,518,199.19	2,721,887.68	1,227,675.29	3,898,335.81	9,897,975.70	40.1%
181 STATE GAS TAX FUND							
50000 SALARIES - REGULAR	1,358,559.00	1,358,559.00	386,736.64	157,230.57	.00	971,822.36	28.5%
50100 SALARIES - TEMPORARY	.00	.00	12,053.55	3,860.16	.00	-12,053.55	100.0%
50200 OVERTIME WAGES	60,000.00	60,000.00	15,336.71	3,260.59	.00	44,663.29	25.6%
51000 CALPERS PENSION NORMAL COS	135,448.00	135,448.00	34,088.80	12,714.09	.00	101,359.20	25.2%
51010 CALPERS PENSION UAL	219,793.00	219,793.00	73,264.32	18,316.08	.00	146,528.68	33.3%
51030 RETIREMENT ENHANCEMENT PLA	7,774.00	7,774.00	7,048.52	-10,961.31	.00	725.48	90.7%
51160 CITY PAID EMPLOYEE BENEFIT	391,222.00	391,222.00	108,378.27	39,890.10	.00	282,843.73	27.7%
51161 VAC/SICK ACCRUAL	29,412.00	29,412.00	8,129.72	2,943.23	.00	21,282.28	27.6%
51210 RETIREE HEALTH INS PLAN	23,960.00	23,960.00	8,762.38	1,869.89	.00	15,197.62	36.6%
51300 WORKERS COMPENSATION	89,297.00	89,297.00	29,765.68	7,441.42	.00	59,531.32	33.3%
51400 AUTO ALLOWANCE	420.00	420.00	133.81	48.45	.00	286.19	31.9%
52310 TRAINING-WORKSHOP-MTGS	2,500.00	2,500.00	90.00	.00	.00	2,410.00	3.6%
52400 MINOR EQUIPMENT	163,860.00	163,860.00	36,464.85	5,393.78	73,713.02	53,682.13	67.2%
52900 MISC SUPPLIES	1,473.00	1,473.00	1,293.00	.00	.00	180.00	87.8%
53020 INTERNAL PHOTOCOPING COSTS	1,200.00	1,200.00	78.95	.00	.00	1,121.05	6.6%
53200 PROF SERVICES - OTHER	506,000.00	506,000.00	100,858.88	69,691.26	238,102.75	167,038.37	67.0%
54010 UTILITY EXPENSE-ELECTRIC	221,683.00	221,683.00	73,402.23	19,852.67	.00	148,280.77	33.1%
54080 TELEPHONE CHGS	10,000.00	10,000.00	3,485.47	.00	.00	6,514.53	34.9%
57000 RENTALS & LEASES	50,000.00	50,000.00	.00	.00	31,000.00	19,000.00	62.0%
57500 PRINCIPAL PAYMENTS	805,000.00	805,000.00	805,000.00	.00	.00	.00	100.0%
57510 INTEREST EXPENSE	509,275.00	509,275.00	260,675.00	.00	.00	248,600.00	51.2%
59200 IT & DATA PROCESSING CHGS	208,509.00	208,509.00	69,503.00	17,375.75	.00	139,006.00	33.3%
59300 LIABILITY INSURANCE CHGS	163,346.00	163,346.00	54,448.68	13,612.17	.00	108,897.32	33.3%
59400 TELEPHONE CHGS HIPC	12,003.00	12,003.00	4,001.00	1,000.25	.00	8,002.00	33.3%
59500 FLEET EQUIP MAINT ISF CHG	358,617.00	358,617.00	129,531.54	39,383.45	.00	229,085.46	36.1%
59600 INDIRECT PRORATED CST CHG	185,029.00	185,029.00	61,676.32	15,419.08	.00	123,352.68	33.3%
59700 FACILITY CHG MAINTENANCE	353,897.00	353,897.00	117,965.64	29,491.41	.00	235,931.36	33.3%
59800 TRANSFERS OUT - CIP	.00	106,276.30	.00	.00	.00	106,276.30	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL STATE GAS TAX FUND	5,868,277.00	5,974,553.30	2,402,172.96	447,833.09	342,815.77	3,229,564.57	45.9%
182 TRAFFIC SAFETY FUND							
50000 SALARIES - REGULAR	287,737.00	287,737.00	44,982.21	26,371.99	.00	242,754.79	15.6%
50100 SALARIES - TEMPORARY	.00	.00	658.50	658.50	.00	-658.50	100.0%
50410 WORKERS COMP SALARY CONTIN	.00	.00	2,317.27	1,972.14	.00	-2,317.27	100.0%
51000 CALPERS PENSION NORMAL COS	28,687.00	28,687.00	4,485.38	2,629.33	.00	24,201.62	15.6%
51010 CALPERS PENSION UAL	72,756.00	72,756.00	24,252.00	6,063.00	.00	48,504.00	33.3%
51030 RETIREMENT ENHANCEMENT PLA	2,360.00	2,360.00	1,008.09	594.27	.00	1,351.91	42.7%
51160 CITY PAID EMPLOYEE BENEFIT	70,898.00	70,898.00	13,349.16	7,623.50	.00	57,548.84	18.8%
51161 VAC/SICK ACCRUAL	6,230.00	6,230.00	1,067.76	639.75	.00	5,162.24	17.1%
51300 WORKERS COMPENSATION	24,276.00	24,276.00	8,092.00	2,023.00	.00	16,184.00	33.3%
53200 PROF SERVICES - OTHER	.00	3,782.00	.00	.00	.00	3,782.00	.0%
59200 IT & DATA PROCESSING CHGS	69,024.00	69,024.00	23,008.00	5,752.00	.00	46,016.00	33.3%
59300 LIABILITY INSURANCE CHGS	22,995.00	22,995.00	7,665.00	1,916.25	.00	15,330.00	33.3%
59600 INDIRECT PRORATED CST CHG	9,448.00	9,448.00	3,149.32	787.33	.00	6,298.68	33.3%
59800 TRANSFERS OUT - CIP	.00	84,046.20	41,100.22	41,100.22	.00	42,945.98	48.9%
TOTAL TRAFFIC SAFETY FUND	594,411.00	682,239.20	175,134.91	98,131.28	.00	507,104.29	25.7%
185 ROAD MAINT & REHAB ACT FUND							
53200 PROF SERVICES - OTHER	.00	292,154.94	.00	.00	114,021.25	178,133.69	39.0%
59000 TRANSFERS OUT (LABOR)	.00	2,363,122.18	66,677.92	.00	.00	2,296,444.26	2.8%
59800 TRANSFERS OUT - CIP	4,000,000.00	6,549,370.43	1,338,736.10	1,338,736.10	.00	5,210,634.33	20.4%
TOTAL ROAD MAINT & REHAB ACT F	4,000,000.00	9,204,647.55	1,405,414.02	1,338,736.10	114,021.25	7,685,212.28	16.5%
191 ASSET SEIZURE FUND - FED							
52310 TRAINING-WORKSHOP-MTGS	.00	55,915.40	4,210.92	.00	.00	51,704.48	7.5%
52400 MINOR EQUIPMENT	.00	39,812.04	.00	.00	.00	39,812.04	.0%
53200 PROF SERVICES - OTHER	.00	26,813.00	.00	.00	.00	26,813.00	.0%
56040 CAPEX - MACHINERY/EQUIP	.00	26,102.00	.00	.00	.00	26,102.00	.0%
TOTAL ASSET SEIZURE FUND - FED	.00	148,642.44	4,210.92	.00	.00	144,431.52	2.8%
192 ASSET SEIZURE FUND - STATE							

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192 ASSET SEIZURE FUND - STATE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52310 TRAINING-WORKSHOP-MTGS	.00	6,374.69	1,029.32	.00	.00	5,345.37	16.1%
52400 MINOR EQUIPMENT	.00	52,702.15	.00	.00	.00	52,702.15	.0%
53200 PROF SERVICES - OTHER	.00	250.00	.00	.00	.00	250.00	.0%
TOTAL ASSET SEIZURE FUND - STA	.00	59,326.84	1,029.32	.00	.00	58,297.52	1.7%
200 FEDERAL GRANTS FUND							
50000 SALARIES - REGULAR	.00	532,776.88	119,186.38	44,862.91	.00	413,590.50	22.4%
50100 SALARIES - TEMPORARY	.00	23,050.00	.00	.00	.00	23,050.00	.0%
50200 OVERTIME WAGES	.00	89,140.54	18,188.50	4,712.09	.00	70,952.04	20.4%
50210 OVERTIME-FLSA PUBLIC SAFET	.00	.00	3,991.62	1,650.18	.00	-3,991.62	100.0%
50220 STATION COVERAGE OT	.00	114,017.31	21,020.63	2,600.43	.00	92,996.68	18.4%
50410 WORKERS COMP SALARY CONTIN	.00	.00	1,407.66	.00	.00	-1,407.66	100.0%
51000 CALPERS PENSION NORMAL COS	.00	83,551.51	301.94	142.69	.00	83,249.57	.4%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	1,075.17	401.16	.00	-1,075.17	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	-59,270.00	79,092.78	26,686.43	9,366.78	.00	52,406.35	33.7%
51161 VAC/SICK ACCRUAL	.00	.00	2,660.70	1,012.65	.00	-2,660.70	100.0%
51300 WORKERS COMPENSATION	31,592.00	48,567.23	10,530.68	2,632.67	.00	38,036.55	21.7%
51410 UNIFORM ALLOWANCE	.00	.00	1,700.00	1,700.00	.00	-1,700.00	100.0%
52300 UNIFORMS	.00	2,530.00	532.38	.00	.00	1,997.62	21.0%
52310 TRAINING-WORKSHOP-MTGS	.00	73,758.89	.00	.00	7,000.00	66,758.89	9.5%
52400 MINOR EQUIPMENT	.00	192,409.59	.00	.00	25,233.60	167,175.99	13.1%
52620 SUPPLIES OTHER	.00	5,845.00	.00	.00	.00	5,845.00	.0%
52900 MISC SUPPLIES	.00	18,983.62	.00	.00	.00	18,983.62	.0%
53010 SERVICES PRINTING BINDING	.00	750.00	.00	.00	.00	750.00	.0%
53200 PROF SERVICES - OTHER	.00	1,073,999.93	113,435.58	65,646.13	100,885.00	859,679.35	20.0%
53270 CONSTRUCTION SERVICES	.00	542,750.00	.00	.00	.00	542,750.00	.0%
59300 LIABILITY INSURANCE CHGS	27,678.00	56,149.00	9,226.00	2,306.50	.00	46,923.00	16.4%
59800 TRANSFERS OUT - CIP	1,072,449.00	12,940,598.84	240,220.73	240,220.73	.00	12,700,378.11	1.9%
TOTAL FEDERAL GRANTS FUND	1,072,449.00	15,877,971.12	570,164.40	377,254.92	133,118.60	15,174,688.12	4.4%
201 CDBG FUND							
50000 SALARIES - REGULAR	244,709.00	268,835.37	66,490.77	33,281.38	.00	202,344.60	24.7%
50100 SALARIES - TEMPORARY	106,639.00	190,622.99	.00	.00	.00	190,622.99	.0%
51000 CALPERS PENSION NORMAL COS	24,397.00	26,572.65	5,826.49	2,513.61	.00	20,746.16	21.9%
51010 CALPERS PENSION UAL	26,955.00	26,955.00	8,985.00	2,246.25	.00	17,970.00	33.3%
51030 RETIREMENT ENHANCEMENT PLA	822.00	822.00	600.25	-138.16	.00	221.75	73.0%

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51160 CITY PAID EMPLOYEE BENEFIT	61,338.00	69,504.26	15,038.90	6,258.54	.00	54,465.36	21.6%
51161 VAC/SICK ACCRUAL	5,298.00	5,298.00	1,368.99	594.42	.00	3,929.01	25.8%
51210 RETIREE HEALTH INS PLAN	.00	.00	581.38	250.79	.00	-581.38	100.0%
51300 WORKERS COMPENSATION	10,795.00	10,795.00	3,598.32	899.58	.00	7,196.68	33.3%
52000 POSTAGE	1,500.00	1,500.00	109.88	32.44	.00	1,390.12	7.3%
52310 TRAINING-WORKSHOP-MTGS	2,000.00	8,641.00	.00	.00	.00	8,641.00	.0%
52320 MILEAGE REIMBURSEMENTS	172.00	172.00	.00	.00	.00	172.00	.0%
52400 MINOR EQUIPMENT	1,933.00	1,933.00	.00	.00	.00	1,933.00	.0%
52900 MISC SUPPLIES	6,271.00	6,271.00	.00	.00	500.00	5,771.00	8.0%
53020 INTERNAL PHOTOCOPING COSTS	1,933.00	1,933.00	.00	.00	.00	1,933.00	.0%
53200 PROF SERVICES - OTHER	511,911.00	1,575,380.88	209,367.81	62,079.79	453,871.62	912,141.45	42.1%
53220 SERVICES LEGAL SERVICES	687.00	687.00	.00	.00	.00	687.00	.0%
53250 ADVERTISING	6,874.00	6,874.00	2,120.00	2,120.00	4,754.00	.00	100.0%
53600 HOUSING ASSIST LOAN GRANT	871,648.00	1,677,887.31	792,999.00	.00	736,239.31	148,649.00	91.1%
54020 UTILITY EXPENSE - GAS	.00	12,000.00	.00	.00	.00	12,000.00	.0%
54030 UTILITY EXPENSE- WASTEWATE	.00	371.00	.00	.00	.00	371.00	.0%
54040 UTILITY EXPENSE WATER	.00	4,052.00	.00	.00	.00	4,052.00	.0%
54050 UTIL EXP REFUSE AND DISPOS	.00	11,029.00	.00	.00	.00	11,029.00	.0%
54080 TELEPHONE CHGS	516.00	516.00	239.17	.00	.00	276.83	46.4%
57000 RENTALS & LEASES	.00	21,697.00	.00	.00	.00	21,697.00	.0%
57400 CONTRIBUTION TO OTHER FND	.00	49,025.00	.00	.00	.00	49,025.00	.0%
57410 CONTRIBUTION TO OTHER GOV	100,536.00	351,859.37	.00	.00	210,000.00	141,859.37	59.7%
59300 LIABILITY INSURANCE CHGS	1,383.00	1,383.00	461.00	115.25	.00	922.00	33.3%
59800 TRANSFERS OUT - CIP	.00	1,519,057.95	.00	.00	.00	1,519,057.95	.0%
TOTAL CDBG FUND	1,988,317.00	5,851,674.78	1,107,786.96	110,253.89	1,405,364.93	3,338,522.89	42.9%
202 HOME FUND							
50000 SALARIES - REGULAR	.00	119,166.20	.00	.00	.00	119,166.20	.0%
51160 CITY PAID EMPLOYEE BENEFIT	.00	20,000.00	.00	.00	.00	20,000.00	.0%
52000 POSTAGE	439.00	862.27	1.43	.74	.00	860.84	.2%
52310 TRAINING-WORKSHOP-MTGS	1,537.00	3,609.44	.00	.00	.00	3,609.44	.0%
52320 MILEAGE REIMBURSEMENTS	88.00	208.00	.00	.00	.00	208.00	.0%
52400 MINOR EQUIPMENT	1,647.00	2,911.94	.00	.00	.00	2,911.94	.0%
52900 MISC SUPPLIES	183.00	433.00	.00	.00	500.00	-67.00	115.5%
53020 INTERNAL PHOTOCOPING COSTS	366.00	866.00	.00	.00	.00	866.00	.0%
53200 PROF SERVICES - OTHER	42,377.00	207,240.43	13,876.02	3,630.00	271,334.16	-77,969.75	137.6%
53220 SERVICES LEGAL SERVICES	18,295.00	120,817.92	2,450.00	2,450.00	10,631.92	107,736.00	10.8%
53250 ADVERTISING	3,659.00	12,167.00	1,125.00	1,125.00	2,534.00	8,508.00	30.1%
53600 HOUSING ASSIST LOAN GRANT	536,938.00	4,723,094.36	.00	.00	160,000.00	4,563,094.36	3.4%
57800 FOR CONTINGENCIES	80,387.00	464,693.00	.00	.00	.00	464,693.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL HOME FUND	685,916.00	5,676,069.56	17,452.45	7,205.74	445,000.08	5,213,617.03	8.1%
203 EMERGENCY SHELTER FUND							
50000 SALARIES - REGULAR	6,762.00	14,854.77	2,305.69	1,003.65	.00	12,549.08	15.5%
51000 CALPERS PENSION NORMAL COS	674.00	1,752.00	204.15	74.24	.00	1,547.85	11.7%
51010 CALPERS PENSION UAL	970.00	970.00	323.32	80.83	.00	646.68	33.3%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	20.44	7.44	.00	-20.44	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	1,346.00	4,391.85	385.45	142.08	.00	4,006.40	8.8%
51161 VAC/SICK ACCRUAL	146.00	276.60	44.39	16.11	.00	232.21	16.0%
51210 RETIREE HEALTH INS PLAN	.00	56.55	20.44	7.44	.00	36.11	36.1%
53200 PROF SERVICES - OTHER	95,058.00	153,893.00	.00	.00	.00	153,893.00	.0%
57410 CONTRIBUTION TO OTHER GOV	70,166.00	104,802.09	.00	.00	148,420.09	-43,618.00	141.6%
TOTAL EMERGENCY SHELTER FUND	175,122.00	280,996.86	3,303.88	1,331.79	148,420.09	129,272.89	54.0%
204 ARPA							
52400 MINOR EQUIPMENT	.00	4,761.01	.00	.00	.00	4,761.01	.0%
52620 SUPPLIES OTHER	.00	325.48	.00	.00	.00	325.48	.0%
52900 MISC SUPPLIES	.00	1,907.79	.00	.00	.00	1,907.79	.0%
53200 PROF SERVICES - OTHER	.00	433,426.21	273,294.58	255.00	162,677.25	-2,545.62	100.6%
53270 CONSTRUCTION SERVICES	.00	214,696.96	.00	.00	216,454.20	-1,757.24	100.8%
59800 TRANSFERS OUT - CIP	.00	1,373,830.57	700.57	700.57	.00	1,373,130.00	.1%
TOTAL ARPA	.00	2,028,948.02	273,995.15	955.57	379,131.45	1,375,821.42	32.2%
210 STATE & LOCAL GRANTS FUND							
50000 SALARIES - REGULAR	2,204,754.00	2,778,184.08	664,207.99	256,754.67	.00	2,113,976.09	23.9%
50100 SALARIES - TEMPORARY	2,788,059.00	3,018,286.81	587,955.58	260,652.29	.00	2,430,331.23	19.5%
50200 OVERTIME WAGES	35,000.00	543,215.84	130,708.72	31,770.64	.00	412,507.12	24.1%
51000 CALPERS PENSION NORMAL COS	219,814.00	219,814.00	66,437.08	25,777.59	.00	153,376.92	30.2%
51010 CALPERS PENSION UAL	467,216.00	467,216.00	155,738.88	38,934.72	.00	311,477.12	33.3%
51030 RETIREMENT ENHANCEMENT PLA	2,655.00	2,655.00	28,035.15	10,734.92	.00	-25,380.15	1055.9%
51160 CITY PAID EMPLOYEE BENEFIT	701,768.00	731,981.09	217,204.38	80,973.99	.00	514,776.71	29.7%
51161 VAC/SICK ACCRUAL	47,732.00	47,732.00	15,615.75	5,734.32	.00	32,116.25	32.7%
51210 RETIREE HEALTH INS PLAN	.00	.00	1,379.25	507.65	.00	-1,379.25	100.0%

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51300 WORKERS COMPENSATION	107,319.00	139,540.84	35,773.16	8,943.29	.00	103,767.68	25.6%
52000 POSTAGE	.00	.00	12,027.85	.00	.00	-12,027.85	100.0%
52300 UNIFORMS	51,540.00	85,808.05	27,588.73	.00	20,905.27	37,314.05	56.5%
52310 TRAINING-WORKSHOP-MTGS	39,500.00	129,199.04	2,105.79	.00	.00	127,093.25	1.6%
52320 MILEAGE REIMBURSEMENTS	1,460.00	2,304.00	.00	.00	.00	2,304.00	.0%
52340 MEMBERSHIPS	1,040.00	1,040.00	155.00	.00	.00	885.00	14.9%
52400 MINOR EQUIPMENT	20,180.00	280,074.34	16,097.73	3,278.31	8,031.00	255,945.61	8.6%
52610 SUPPLIES SAFETY	.00	.00	1,723.95	.00	3,276.05	-5,000.00	100.0%
52620 SUPPLIES OTHER	94,866.00	95,038.00	14,082.57	9,622.89	29,857.79	51,097.64	46.2%
52900 MISC SUPPLIES	17,300.00	140,530.24	20,785.07	2,032.44	50,746.33	68,998.84	50.9%
53010 SERVICES PRINTING BINDING	5,350.00	10,817.00	.00	.00	.00	10,817.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	5,000.00	5,000.00	6,211.50	.00	.00	-1,211.50	124.2%
53110 SERVICES MEDICAL	.00	.00	2,695.00	.00	12,305.00	-15,000.00	100.0%
53200 PROF SERVICES - OTHER	55,330.00	2,391,044.63	190,516.98	88,376.24	1,016,328.13	1,184,199.52	50.5%
53250 ADVERTISING	.00	89,653.00	.00	.00	.00	89,653.00	.0%
53600 HOUSING ASSIST LOAN GRANT	.00	751,473.00	.00	.00	.00	751,473.00	.0%
54050 UTIL EXP REFUSE AND DISPOS	.00	12,791.01	.00	.00	.00	12,791.01	.0%
54080 TELEPHONE CHGS	28,100.00	28,100.00	5,158.95	.00	.00	22,941.05	18.4%
57410 CONTRIBUTION TO OTHER GOV	.00	1,030,801.00	.00	.00	.00	1,030,801.00	.0%
58100 GENERAL LIABILITY INSURANC	2,000.00	2,000.00	2,055.78	.00	.00	-55.78	102.8%
59000 TRANSFERS OUT (LABOR)	.00	103,060.44	.00	.00	.00	103,060.44	.0%
59300 LIABILITY INSURANCE CHGS	174,338.00	174,338.00	58,112.44	14,528.11	.00	116,225.56	33.3%
59500 FLEET EQUIP MAINT ISF CHG	.00	.00	1,918.07	1,593.44	.00	-1,918.07	100.0%
59800 TRANSFERS OUT - CIP	581,500.00	118,617,008.56	7,371,830.70	7,371,830.70	.00	111,245,177.86	6.2%
TOTAL STATE & LOCAL GRANTS FUN	7,651,821.00	131,898,705.97	9,636,122.05	8,212,046.21	1,141,449.57	121,121,134.35	8.2%
212 TRANSPORT DEV ACT (TDA) FUND							
50000 SALARIES - REGULAR	52,287.00	52,287.00	17,518.80	7,048.45	.00	34,768.20	33.5%
51000 CALPERS PENSION NORMAL COS	5,213.00	5,213.00	1,662.67	617.74	.00	3,550.33	31.9%
51010 CALPERS PENSION UAL	7,276.00	7,276.00	2,425.32	606.33	.00	4,850.68	33.3%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	205.27	62.83	.00	-205.27	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	6,483.00	6,483.00	2,208.10	838.36	.00	4,274.90	34.1%
51161 VAC/SICK ACCRUAL	1,132.00	1,132.00	393.11	145.37	.00	738.89	34.7%
51210 RETIREE HEALTH INS PLAN	.00	.00	67.94	24.60	.00	-67.94	100.0%
51300 WORKERS COMPENSATION	3,024.00	3,024.00	1,008.00	252.00	.00	2,016.00	33.3%
52620 SUPPLIES OTHER	2,500.00	2,500.00	.00	.00	2,500.00	.00	100.0%
53200 PROF SERVICES - OTHER	794,294.00	794,405.26	171,886.55	68,793.05	523,329.04	99,189.67	87.5%
53270 CONSTRUCTION SERVICES	57,221.00	64,117.80	.00	.00	6,896.80	57,221.00	10.8%
54010 UTILITY EXPENSE-ELECTRIC	50,000.00	50,000.00	20,293.85	4,997.65	.00	29,706.15	40.6%
54030 UTILITY EXPENSE- WASTEWATE	5,000.00	5,000.00	1,979.10	633.03	.00	3,020.90	39.6%

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54040 UTILITY EXPENSE WATER	15,000.00	15,000.00	4,610.33	1,176.57	.00	10,389.67	30.7%
54050 UTIL EXP REFUSE AND DISPOS	8,000.00	8,000.00	3,461.36	1,757.94	.00	4,538.64	43.3%
54080 TELEPHONE CHGS	5,000.00	5,000.00	1,087.78	206.91	.00	3,912.22	21.8%
55010 BUILDING MAINT & REPAIR	.00	35,477.00	.00	.00	.00	35,477.00	.0%
59000 TRANSFERS OUT (LABOR)	.00	812.34	.00	.00	.00	812.34	.0%
59200 IT & DATA PROCESSING CHGS	6,902.00	6,902.00	2,300.68	575.17	.00	4,601.32	33.3%
59300 LIABILITY INSURANCE CHGS	5,531.00	5,531.00	1,843.68	460.92	.00	3,687.32	33.3%
59400 TELEPHONE CHGS HIPC	7,105.00	7,105.00	2,368.32	592.08	.00	4,736.68	33.3%
59600 INDIRECT PRORATED CST CHG	30,464.00	30,464.00	10,154.68	2,538.67	.00	20,309.32	33.3%
59800 TRANSFERS OUT - CIP	500,000.00	1,722,434.65	54,911.94	54,911.94	.00	1,667,522.71	3.2%
TOTAL TRANSPORT DEV ACT (TDA)	1,562,432.00	2,828,164.05	300,387.48	146,239.61	532,725.84	1,995,050.73	29.5%
220 STATE HOUSING (LHTFP) GRANT							
50000 SALARIES - REGULAR	.00	5,700.77	.00	.00	.00	5,700.77	.0%
53200 PROF SERVICES - OTHER	355,957.00	759,060.91	48,345.00	1,080.00	1,981.25	708,734.66	6.6%
53600 HOUSING ASSIST LOAN GRANT	.00	640,111.80	.00	.00	385,095.00	255,016.80	60.2%
TOTAL STATE HOUSING (LHTFP) GR	355,957.00	1,404,873.48	48,345.00	1,080.00	387,076.25	969,452.23	31.0%
230 STATE TRAFFIC CONG RELIEF FUND							
59800 TRANSFERS OUT - CIP	769,637.00	769,637.00	769,637.00	769,637.00	.00	.00	100.0%
TOTAL STATE TRAFFIC CONG RELIE	769,637.00	769,637.00	769,637.00	769,637.00	.00	.00	100.0%
301 CAPITAL OUTLAY FUND							
50000 SALARIES - REGULAR	.00	324,804.57	272,449.96	272,449.96	.00	52,354.61	83.9%
50200 OVERTIME WAGES	.00	437,780.98	80,054.49	43,334.21	.00	357,726.49	18.3%
51000 CALPERS PENSION NORMAL COS	.00	8,010.07	20,365.90	22,575.93	.00	-12,355.83	254.3%
51010 CALPERS PENSION UAL	.00	17,135.12	.00	.00	.00	17,135.12	.0%
51030 RETIREMENT ENHANCEMENT PLA	.00	458.20	4,591.55	4,463.48	.00	-4,133.35	1002.1%
51160 CITY PAID EMPLOYEE BENEFIT	.00	56,229.11	30,113.15	27,661.12	.00	26,115.96	53.6%
51161 VAC/SICK ACCRUAL	.00	.00	6,094.54	5,791.15	.00	-6,094.54	100.0%
51210 RETIREE HEALTH INS PLAN	.00	.00	1,124.79	1,124.79	.00	-1,124.79	100.0%
51300 WORKERS COMPENSATION	.00	41,641.50	.00	.00	.00	41,641.50	.0%

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52310 TRAINING-WORKSHOP-MTGS	.00	62,679.63	7,611.78	.00	.00	55,067.85	12.1%
52400 MINOR EQUIPMENT	.00	231,061.48	10,903.59	.00	26,712.59	193,445.30	16.3%
52600 SUPPLIES CUSTODIAL	.00	7,050.50	.00	.00	.00	7,050.50	.0%
52900 MISC SUPPLIES	.00	104,209.89	9,820.48	9,377.08	5,389.52	88,999.89	14.6%
53000 SOFTWARE EXPENSE	.00	23,521.47	.00	.00	.01	23,521.46	.0%
53200 PROF SERVICES - OTHER	8,661,180.00	40,759,240.74	2,202,672.41	1,030,788.98	20,021,291.53	18,535,276.80	54.5%
53220 SERVICES LEGAL SERVICES	.00	6,032.00	.00	.00	.00	6,032.00	.0%
53250 ADVERTISING	.00	100,564.11	.00	.00	.00	100,564.11	.0%
53270 CONSTRUCTION SERVICES	34,397,637.00	153,220,934.24	10,176,771.94	3,237,179.44	82,860,987.11	60,183,175.19	60.7%
55010 BUILDING MAINT & REPAIR	.00	400,833.03	.00	.00	.00	400,833.03	.0%
55020 EQUIPMENT MAINTENANCE	.00	95,575.00	.00	.00	.00	95,575.00	.0%
56000 CAPEX - LAND EASEMENTS	.00	34,839.84	.00	.00	.00	34,839.84	.0%
56010 CAPEX - BUILDINGS	.00	5,484,416.67	21,852.50	.00	.00	5,462,564.17	.4%
56020 CAPEX - IMPRV OTH. THN BLD	2,000,000.00	14,845,985.73	71,016.35	61,129.00	1,655,500.28	13,119,469.10	11.6%
56030 CAPEX - VEHICLES	974,000.00	1,146,613.76	.00	.00	.00	1,146,613.76	.0%
56040 CAPEX - MACHINERY/EQUIP	774,000.00	11,041,763.04	702,722.10	444,884.28	1,730,379.39	8,608,661.55	22.0%
56050 CAPEX - INFRASTRUCTURE	798,449.00	21,468,557.29	383,496.50	.00	2,963,866.77	18,121,194.02	15.6%
57800 FOR CONTINGENCIES	.00	9,045,426.56	.00	.00	.00	9,045,426.56	.0%
59000 TRANSFERS OUT (LABOR)	.00	3,290,227.47	206,516.35	74,917.42	.00	3,083,711.12	6.3%
59300 LIABILITY INSURANCE CHGS	.00	39,107.00	.00	.00	.00	39,107.00	.0%
TOTAL CAPITAL OUTLAY FUND	47,605,266.00	262,294,699.00	14,208,178.38	5,235,676.84	109,264,127.20	138,822,393.42	47.1%
311 PEG FEES FUND							
59800 TRANSFERS OUT - CIP	.00	341,111.15	.00	.00	.00	341,111.15	.0%
TOTAL PEG FEES FUND	.00	341,111.15	.00	.00	.00	341,111.15	.0%
313 2022 LEASE PURCH EQUIP FUND							
59800 TRANSFERS OUT - CIP	.00	395,185.26	131,638.60	131,638.60	.00	263,546.66	33.3%
TOTAL 2022 LEASE PURCH EQUIP F	.00	395,185.26	131,638.60	131,638.60	.00	263,546.66	33.3%
314 2014 LEASE REV BOND FUND							
59800 TRANSFERS OUT - CIP	.00	953,255.54	953,255.54	953,255.54	.00	.00	100.0%

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314 2014 LEASE REV BOND FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL 2014 LEASE REV BOND FUND	.00	953,255.54	953,255.54	953,255.54	.00	.00	100.0%
315 2006 TAB HERO/SW/ORMOND FUND							
59800 TRANSFERS OUT - CIP	.00	211,993.00	204,578.00	204,578.00	.00	7,415.00	96.5%
TOTAL 2006 TAB HERO/SW/ORMOND	.00	211,993.00	204,578.00	204,578.00	.00	7,415.00	96.5%
320 LOST PUBLIC SECTOR REV FUND							
50000 SALARIES - REGULAR	.00	141,178.14	.00	.00	.00	141,178.14	.0%
50500 MISC PAYROLL EXPENSE	.00	300.00	.00	.00	.00	300.00	.0%
51000 CALPERS PENSION NORMAL COS	.00	5,824.36	.00	.00	.00	5,824.36	.0%
51160 CITY PAID EMPLOYEE BENEFIT	.00	38,097.55	.00	.00	.00	38,097.55	.0%
52400 MINOR EQUIPMENT	.00	1,406.52	.00	.00	8,320.73	-6,914.21	591.6%
52600 SUPPLIES CUSTODIAL	.00	21,080.85	.00	.00	.00	21,080.85	.0%
52620 SUPPLIES OTHER	.00	4,827.20	673.44	.00	5,111.01	-957.25	119.8%
52900 MISC SUPPLIES	.00	36,902.79	794.53	794.53	6,938.60	29,169.66	21.0%
53200 PROF SERVICES - OTHER	.00	6,882,750.44	53,923.06	11,723.70	131,740.78	6,697,086.60	2.7%
53250 ADVERTISING	.00	11,953.76	.00	.00	.00	11,953.76	.0%
53270 CONSTRUCTION SERVICES	.00	3,253,986.32	.00	.00	.00	3,253,986.32	.0%
56030 CAPEX - VEHICLES	.00	23,723.34	.00	.00	.00	23,723.34	.0%
56040 CAPEX - MACHINERY/EQUIP	.00	744,385.23	.00	.00	.00	744,385.23	.0%
57000 RENTALS & LEASES	.00	.00	.00	.00	4,337.86	-4,337.86	100.0%
59000 TRANSFERS OUT (LABOR)	.00	298,601.55	7,973.06	.00	.00	290,628.49	2.7%
59800 TRANSFERS OUT - CIP	.00	15,112,619.70	756,116.74	756,116.74	.00	14,356,502.96	5.0%
TOTAL LOST PUBLIC SECTOR REV F	.00	26,577,637.75	819,480.83	768,634.97	156,448.98	25,601,707.94	3.7%
350 DEVELOPMENT IMPACT FEES FUND							
53200 PROF SERVICES - OTHER	.00	302.00	.00	.00	.00	302.00	.0%
53700 DEVELOPER REIMBURSEMENTS	2,645,000.00	2,645,000.00	.00	.00	.00	2,645,000.00	.0%
59600 INDIRECT PRORATED CST CHG	33,994.00	33,994.00	11,331.36	2,832.84	.00	22,662.64	33.3%
59800 TRANSFERS OUT - CIP	4,919,680.00	14,880,241.83	648,040.17	648,040.17	.00	14,232,201.66	4.4%
59900 TRANSFERS OUT - DEBT	527,991.00	527,991.00	94,705.96	94,705.96	.00	433,285.04	17.9%
TOTAL DEVELOPMENT IMPACT FEES	8,126,665.00	18,087,528.83	754,077.49	745,578.97	.00	17,333,451.34	4.2%
351 QUIMBY FUND							

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351 QUIMBY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	2,178,000.00	6,878,182.91	26,826.15	26,826.15	.00	6,851,356.76	.4%
TOTAL QUIMBY FUND	2,178,000.00	6,878,182.91	26,826.15	26,826.15	.00	6,851,356.76	.4%
360 OTH. DEVPT FEES FUND							
50000 SALARIES - REGULAR	801,369.00	801,369.00	211,588.92	79,980.14	.00	589,780.08	26.4%
50100 SALARIES - TEMPORARY	38,000.00	38,000.00	13,308.88	2,700.00	.00	24,691.12	35.0%
50200 OVERTIME WAGES	10,000.00	10,000.00	1,061.11	827.27	.00	8,938.89	10.6%
51000 CALPERS PENSION NORMAL COS	95,300.00	95,300.00	19,698.16	9,341.13	.00	75,601.84	20.7%
51005 CALPERS PENS CARMAN NORMAL	.00	.00	33,120.25	11,958.68	.00	-33,120.25	100.0%
51010 CALPERS PENSION UAL	16,372.00	16,372.00	5,457.36	1,364.34	.00	10,914.64	33.3%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	2,215.56	719.15	.00	-2,215.56	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	138,373.00	138,373.00	34,304.73	12,418.41	.00	104,068.27	24.8%
51161 VAC/SICK ACCRUAL	17,350.00	17,350.00	4,771.37	1,741.05	.00	12,578.63	27.5%
51210 RETIREE HEALTH INS PLAN	.00	.00	449.73	161.22	.00	-449.73	100.0%
51300 WORKERS COMPENSATION	62,394.00	62,394.00	20,798.00	5,199.50	.00	41,596.00	33.3%
51410 UNIFORM ALLOWANCE	1,600.00	1,600.00	1,600.00	1,600.00	.00	.00	100.0%
52000 POSTAGE	3,600.00	3,600.00	917.57	123.23	.00	2,682.43	25.5%
52200 BROCHURES & PUBLICATIONS	1,500.00	1,500.00	.00	.00	.00	1,500.00	.0%
52300 UNIFORMS	5,000.00	5,000.00	.00	.00	5,000.00	.00	100.0%
52310 TRAINING-WORKSHOP-MTGS	19,000.00	19,000.00	128.27	.00	.00	18,871.73	.7%
52320 MILEAGE REIMBURSEMENTS	500.00	500.00	.00	.00	.00	500.00	.0%
52340 MEMBERSHIPS	500.00	500.00	50.00	.00	.00	450.00	10.0%
52400 MINOR EQUIPMENT	27,000.00	27,000.00	.00	.00	2,000.00	25,000.00	7.4%
52610 SUPPLIES SAFETY	3,000.00	3,000.00	.00	.00	.00	3,000.00	.0%
52900 MISC SUPPLIES	15,450.00	15,450.00	2,160.54	.00	6,511.37	6,778.09	56.1%
53010 SERVICES PRINTING BINDING	2,000.00	2,000.00	.00	.00	.00	2,000.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	4,100.00	4,100.00	85.09	85.09	.00	4,014.91	2.1%
53110 SERVICES MEDICAL	5,500.00	5,500.00	.00	.00	1,000.00	4,500.00	18.2%
53200 PROF SERVICES - OTHER	193,000.00	222,698.81	4,702.74	59.26	64,407.26	153,588.81	31.0%
53220 SERVICES LEGAL SERVICES	75,000.00	55,000.00	8,789.45	150.00	15,510.55	30,700.00	44.2%
53250 ADVERTISING	2,500.00	2,500.00	.00	.00	1,250.00	1,250.00	50.0%
53600 HOUSING ASSIST LOAN GRANT	.00	631,900.00	568,710.00	.00	63,190.00	.00	100.0%
54080 TELEPHONE CHGS	11,800.00	11,800.00	948.85	191.80	.00	10,851.15	8.0%
55030 VEHICLE MAINTENANCE	10,000.00	10,000.00	.00	.00	.00	10,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	10,000.00	10,000.00	.00	.00	.00	10,000.00	.0%
57300 LEASE PMT CAP GROWTH FEES	22,651.00	22,651.00	4,062.89	4,062.89	.00	18,588.11	17.9%
59200 IT & DATA PROCESSING CHGS	73,050.00	73,050.00	24,350.00	6,087.50	.00	48,700.00	33.3%
59300 LIABILITY INSURANCE CHGS	57,710.00	57,710.00	19,236.68	4,809.17	.00	38,473.32	33.3%
59400 TELEPHONE CHGS HIPC	2,961.00	2,961.00	987.00	246.75	.00	1,974.00	33.3%

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59500 FLEET EQUIP MAINT ISF CHG	40,951.00	40,951.00	3,104.22	889.77	.00	37,846.78	7.6%
59600 INDIRECT PRORATED CST CHG	60,649.00	60,649.00	20,216.32	5,054.08	.00	40,432.68	33.3%
59700 FACILITY CHG MAINTENANCE	18,375.00	18,375.00	6,125.00	1,531.25	.00	12,250.00	33.3%
59800 TRANSFERS OUT - CIP	45,000.00	390,754.65	115,552.95	115,552.95	.00	275,201.70	29.6%
TOTAL OTH. DEVPT FEES FUND	1,891,555.00	2,878,908.46	1,128,501.64	266,854.63	158,869.18	1,591,537.64	44.7%
420 HOUSING SUC AGCY FUND							
50000 SALARIES - REGULAR	6,742.00	6,742.00	807.93	.00	.00	5,934.07	12.0%
51000 CALPERS PENSION NORMAL COS	672.00	672.00	80.65	.00	.00	591.35	12.0%
51010 CALPERS PENSION UAL	1,213.00	1,213.00	404.32	101.08	.00	808.68	33.3%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	7.69	.00	.00	-7.69	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	2,366.00	2,366.00	288.38	.00	.00	2,077.62	12.2%
51161 VAC/SICK ACCRUAL	146.00	146.00	22.70	.00	.00	123.30	15.5%
51300 WORKERS COMPENSATION	345.00	345.00	115.00	28.75	.00	230.00	33.3%
52320 MILEAGE REIMBURSEMENTS	500.00	500.00	.00	.00	.00	500.00	.0%
52400 MINOR EQUIPMENT	300.00	300.00	.00	.00	.00	300.00	.0%
52900 MISC SUPPLIES	1,000.00	1,000.00	.00	.00	.00	1,000.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	1,000.00	1,000.00	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	57,675.00	247,628.48	8,855.00	2,180.00	13,511.50	225,261.98	9.0%
53220 SERVICES LEGAL SERVICES	31,000.00	31,000.00	.00	.00	.33	30,999.67	.0%
53600 HOUSING ASSIST LOAN GRANT	25,000.00	450,000.00	225,000.00	.00	150,000.00	75,000.00	83.3%
59300 LIABILITY INSURANCE CHGS	541.00	541.00	180.32	45.08	.00	360.68	33.3%
TOTAL HOUSING SUC AGCY FUND	128,500.00	743,453.48	235,761.99	2,354.91	163,511.83	344,179.66	53.7%
429 CDC SUCCESSOR AGENCY FUND							
50000 SALARIES - REGULAR	.00	.00	.00	-947.93	.00	.00	.0%
51000 CALPERS PENSION NORMAL COS	.00	.00	.00	-33.53	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	.00	-3.36	.00	.00	.0%
51160 CITY PAID EMPLOYEE BENEFIT	.00	.00	.00	-118.84	.00	.00	.0%
51161 VAC/SICK ACCRUAL	.00	.00	.00	-7.28	.00	.00	.0%
53200 PROF SERVICES - OTHER	20,000.00	22,600.00	5,769.82	2,586.85	25,859.41	-9,029.23	140.0%
53210 SERVICES AUDIT	.00	10,000.00	.00	.00	.00	10,000.00	.0%
53220 SERVICES LEGAL SERVICES	.00	.00	850.00	150.00	65,064.80	-65,914.80	100.0%
53700 DEVELOPER REIMBURSEMENTS	.00	2,405,970.00	2,268,797.00	2,268,797.00	.00	137,173.00	94.3%
54030 UTILITY EXPENSE- WASTEWATE	.00	.00	183.36	45.84	.00	-183.36	100.0%
54040 UTILITY EXPENSE WATER	.00	.00	489.72	117.10	.00	-489.72	100.0%

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57500 PRINCIPAL PAYMENTS	2,190,000.00	2,190,000.00	2,190,000.00	.00	.00	.00	100.0%
57501 LOAN TO PRIVATE OPERATOR	.00	1,822,800.00	759,500.00	151,900.00	.00	1,063,300.00	41.7%
57510 INTEREST EXPENSE	1,013,301.00	1,013,301.00	531,913.25	.00	.00	481,387.75	52.5%
59025 TRANSFERS OUT - INTERFUND	120,000.00	97,400.00	.00	.00	.00	97,400.00	.0%
60500 DEBT OFFSET	.00	.00	-2,190,000.00	-2,190,000.00	.00	2,190,000.00	100.0%
TOTAL CDC SUCCESSOR AGENCY FUN	3,343,301.00	7,562,071.00	3,567,503.15	232,485.85	90,924.21	3,903,643.64	48.4%
481 DOWNTOWN IMPROVEMENT DISTRICT							
53200 PROF SERVICES - OTHER	.00	59,573.00	.00	.00	.00	59,573.00	.0%
59600 INDIRECT PRORATED CST CHG	5,040.00	5,040.00	1,680.00	420.00	.00	3,360.00	33.3%
59800 TRANSFERS OUT - CIP	.00	48,934.00	.00	.00	.00	48,934.00	.0%
TOTAL DOWNTOWN IMPROVEMENT DIS	5,040.00	113,547.00	1,680.00	420.00	.00	111,867.00	1.5%
500 BOND ASSESSMENT DISTRICTS							
52900 MISC SUPPLIES	4,500.00	4,500.00	.00	.00	.00	4,500.00	.0%
53200 PROF SERVICES - OTHER	119,300.00	119,300.00	43,012.50	.00	27,997.83	48,289.67	59.5%
53310 COUNTY PROP TAX ADMIN CHG	11,242.00	11,242.00	33.71	33.71	.00	11,208.29	.3%
57500 PRINCIPAL PAYMENTS	3,715,000.00	3,715,000.00	3,715,000.00	.00	.00	.00	100.0%
57510 INTEREST EXPENSE	1,427,029.00	1,427,029.00	756,755.64	.00	.00	670,273.36	53.0%
59025 TRANSFERS OUT - INTERFUND	57,555.00	57,555.00	14,390.00	14,390.00	.00	43,165.00	25.0%
59600 INDIRECT PRORATED CST CHG	22,735.00	22,735.00	7,578.36	1,894.59	.00	15,156.64	33.3%
TOTAL BOND ASSESSMENT DISTRICT	5,357,361.00	5,357,361.00	4,536,770.21	16,318.30	27,997.83	792,592.96	85.2%
541 DEVELOPER/OTHER DEPOSITS FUND							
52310 TRAINING-WORKSHOP-MTGS	.00	20,688.03	2,596.24	.00	399.66	17,692.13	14.5%
53200 PROF SERVICES - OTHER	.00	6,934,519.74	53,583.94	40,867.50	150,699.15	6,730,236.65	2.9%
53220 SERVICES LEGAL SERVICES	.00	10,000.00	10,000.00	10,000.00	.00	.00	100.0%
TOTAL DEVELOPER/OTHER DEPOSITS	.00	6,965,207.77	66,180.18	50,867.50	151,098.81	6,747,928.78	3.1%
542 PAYROLL CLEARING FUND							

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542 PAYROLL CLEARING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50400 VAC SICK COMP BUYBACK	3,254,963.00	3,254,963.00	1,420,275.43	173,518.75	.00	1,834,687.57	43.6%
51160 CITY PAID EMPLOYEE BENEFIT	.00	.00	20,415.62	2,516.01	.00	-20,415.62	100.0%
TOTAL PAYROLL CLEARING FUND	3,254,963.00	3,254,963.00	1,440,691.05	176,034.76	.00	1,814,271.95	44.3%
545 HOUSING AUTHORITY PAYROLL FUND							
50000 SALARIES - REGULAR	4,095,529.00	4,095,529.00	1,056,310.06	411,666.63	.00	3,039,218.94	25.8%
50100 SALARIES - TEMPORARY	.00	.00	7,707.45	2,823.25	.00	-7,707.45	100.0%
50200 OVERTIME WAGES	.00	.00	23,116.64	7,909.79	.00	-23,116.64	100.0%
51000 CALPERS PENSION NORMAL COS	408,324.00	408,324.00	90,851.17	34,594.32	.00	317,472.83	22.2%
51010 CALPERS PENSION UAL	583,304.00	583,304.00	.00	.00	.00	583,304.00	.0%
51030 RETIREMENT ENHANCEMENT PLA	49,157.00	49,157.00	30,619.97	-70,272.47	.00	18,537.03	62.3%
51040 EARLY RETIREMENT INCENTIVE	3,516.00	3,516.00	3,516.00	.00	.00	.00	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	1,105,039.00	1,105,039.00	263,999.57	96,056.10	.00	841,039.43	23.9%
51161 VAC/SICK ACCRUAL	88,668.00	88,668.00	24,239.74	8,562.68	.00	64,428.26	27.3%
51210 RETIREE HEALTH INS PLAN	42,093.00	42,093.00	17,824.63	4,166.68	.00	24,268.37	42.3%
51400 AUTO ALLOWANCE	2,520.00	2,520.00	678.44	290.76	.00	1,841.56	26.9%
TOTAL HOUSING AUTHORITY PAYROL	6,378,150.00	6,378,150.00	1,518,863.67	495,797.74	.00	4,859,286.33	23.8%
561 OXNARD DOWNTOWN MGT DIST FUND							
53310 COUNTY PROP TAX ADMIN CHG	.00	.00	15.17	15.17	.00	-15.17	100.0%
TOTAL OXNARD DOWNTOWN MGT DIST	.00	.00	15.17	15.17	.00	-15.17	100.0%
571 CONTRIBUTIONS TRUST FUND							
50200 OVERTIME WAGES	.00	2,755.65	.00	.00	.00	2,755.65	.0%
50220 STATION COVERAGE OT	.00	1,965.08	.00	.00	.00	1,965.08	.0%
51160 CITY PAID EMPLOYEE BENEFIT	.00	129.79	.00	.00	.00	129.79	.0%
52300 UNIFORMS	.00	3,689.95	.00	.00	.00	3,689.95	.0%
52310 TRAINING-WORKSHOP-MTGS	19,186.00	239,250.67	930.00	.00	.00	238,320.67	.4%
52400 MINOR EQUIPMENT	.00	98,931.02	425.79	.00	.00	98,505.23	.4%
52620 SUPPLIES OTHER	.00	97,663.77	8,967.54	.00	4,070.00	84,626.23	13.3%
52900 MISC SUPPLIES	.00	2,997.89	.00	.00	.00	2,997.89	.0%
53010 SERVICES PRINTING BINDING	.00	2,000.00	.00	.00	.00	2,000.00	.0%

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53020 INTERNAL PHOTOCOPING COSTS	.00	1,534.43	.00	.00	.00	1,534.43	.0%
53200 PROF SERVICES - OTHER	19,185.00	745,034.67	.00	.00	.00	745,034.67	.0%
55010 BUILDING MAINT & REPAIR	.00	1,617,560.20	.00	.00	.00	1,617,560.20	.0%
56040 CAPEX - MACHINERY/EQUIP	.00	1,731.72	.00	.00	.00	1,731.72	.0%
59800 TRANSFERS OUT - CIP	.00	1,680.00	.00	.00	.00	1,680.00	.0%
TOTAL CONTRIBUTIONS TRUST FUND	38,371.00	2,816,924.84	10,323.33	.00	4,070.00	2,802,531.51	.5%
601 WATER OPERATING FUND							
50000 SALARIES - REGULAR	7,122,792.00	7,122,792.00	2,007,449.83	800,884.87	.00	5,115,342.17	28.2%
50100 SALARIES - TEMPORARY	60,000.00	60,000.00	98.44	.00	.00	59,901.56	.2%
50200 OVERTIME WAGES	677,500.00	677,500.00	188,155.00	93,769.42	.00	489,345.00	27.8%
51000 CALPERS PENSION NORMAL COS	710,142.00	710,142.00	168,811.09	64,866.38	.00	541,330.91	23.8%
51010 CALPERS PENSION UAL	955,366.00	955,366.00	318,455.36	79,613.84	.00	636,910.64	33.3%
51030 RETIREMENT ENHANCEMENT PLA	59,964.00	59,964.00	42,707.51	-87,155.08	.00	17,256.49	71.2%
51040 EARLY RETIREMENT INCENTIVE	3,182.00	3,182.00	3,182.00	.00	.00	.00	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	1,843,207.00	1,843,207.00	483,371.32	175,957.85	.00	1,359,835.68	26.2%
51161 VAC/SICK ACCRUAL	154,209.00	154,209.00	44,915.89	16,041.10	.00	109,293.11	29.1%
51210 RETIREE HEALTH INS PLAN	35,616.00	35,616.00	17,381.91	4,391.58	.00	18,234.09	48.8%
51300 WORKERS COMPENSATION	350,176.00	350,176.00	116,725.28	29,181.32	.00	233,450.72	33.3%
51400 AUTO ALLOWANCE	1,050.00	1,050.00	334.66	121.17	.00	715.34	31.9%
51420 TOOL AND EQUIPMENT ALLOWAN	1,100.00	1,100.00	.00	.00	.00	1,100.00	.0%
51425 TREATMENT CERTIFICAT PAY	.00	.00	4,028.58	1,650.00	.00	-4,028.58	100.0%
52000 POSTAGE	10,000.00	10,000.00	34,485.10	833.05	.00	-24,485.10	344.9%
52100 CHEMICALS	745,000.00	745,000.00	50,078.01	6,271.96	893,742.91	-198,820.92	126.7%
52110 REPAIR PARTS	300,000.00	300,000.00	.00	.00	120,000.00	180,000.00	40.0%
52200 BROCHURES & PUBLICATIONS	15,000.00	15,000.00	.00	.00	307,897.56	-292,897.56	2052.7%
52300 UNIFORMS	55,000.00	55,000.00	5,825.91	1,566.28	24,177.09	24,997.00	54.6%
52310 TRAINING-WORKSHOP-MTGS	115,000.00	115,000.00	11,900.08	500.50	47,955.00	55,144.92	52.0%
52330 EDUCATION REIMBURSEMENT	5,000.00	5,000.00	.00	.00	.00	5,000.00	.0%
52340 MEMBERSHIPS	35,000.00	35,000.00	10,064.33	.00	.00	24,935.67	28.8%
52400 MINOR EQUIPMENT	2,355,250.00	2,534,042.00	263,907.25	52,407.33	1,609,208.83	660,925.92	73.9%
52510 PUBLIC OUTREACH	75,000.00	75,000.00	9,895.39	.00	25,286.13	39,818.48	46.9%
52610 SUPPLIES SAFETY	45,000.00	45,000.00	3,229.67	2,466.47	25,389.68	16,380.65	63.6%
52900 MISC SUPPLIES	202,000.00	202,000.00	21,520.53	4,509.56	51,263.81	129,215.66	36.0%
53000 SOFTWARE EXPENSE	5,000.00	5,000.00	.00	.00	.00	5,000.00	.0%
53010 SERVICES PRINTING BINDING	80,000.00	80,000.00	5,451.99	.00	9,085.73	65,462.28	18.2%
53020 INTERNAL PHOTOCOPING COSTS	15,000.00	15,000.00	1,558.79	.00	.00	13,441.21	10.4%
53200 PROF SERVICES - OTHER	4,240,000.00	4,333,668.00	620,879.77	333,424.78	1,710,105.69	2,002,682.54	53.8%
53220 SERVICES LEGAL SERVICES	950,000.00	950,000.00	362,492.17	132,088.61	858,511.55	-271,003.72	128.5%
53250 ADVERTISING	20,000.00	20,000.00	6,840.00	.00	5,000.00	8,160.00	59.2%

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53260 LEGAL ADVOCACY	25,000.00	25,000.00	6,018.00	266.00	18,062.00	920.00	96.3%
53400 PROFESSIONAL SERVICES - HR	5,000.00	5,000.00	.00	.00	.00	5,000.00	.0%
53420 TEST MONITOR COMPLIANCE	350,000.00	350,000.00	50,320.00	11,742.30	487,233.65	-187,553.65	153.6%
54010 UTILITY EXPENSE-ELECTRIC	500,000.00	500,000.00	273,110.16	57,480.98	.00	226,889.84	54.6%
54020 UTILITY EXPENSE - GAS	5,500.00	5,500.00	390.79	58.05	.00	5,109.21	7.1%
54030 UTILITY EXPENSE- WASTEWATE	1,044,500.00	1,044,500.00	182,113.69	2,023.62	.00	862,386.31	17.4%
54040 UTILITY EXPENSE WATER	81,000.00	81,000.00	20,233.66	5,402.36	.00	60,766.34	25.0%
54050 UTIL EXP REFUSE AND DISPOS	19,000.00	19,000.00	4,181.79	1,705.38	.00	14,818.21	22.0%
54080 TELEPHONE CHGS	50,000.00	50,000.00	8,356.71	.00	.00	41,643.29	16.7%
54090 UNLEADED FUEL	15,000.00	15,000.00	.00	.00	37,500.00	-22,500.00	250.0%
54100 WATER PURCHASES	27,000,000.00	27,000,000.00	7,938,251.60	2,906,906.57	.00	19,061,748.40	29.4%
54355 UTILITY RATE ASSIST CREDIT	86,000.00	86,000.00	84,635.00	22,415.00	.00	1,365.00	98.4%
55010 BUILDING MAINT & REPAIR	225,000.00	225,000.00	.00	.00	.00	225,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	1,175,000.00	1,175,000.00	15,068.77	15,068.77	346,436.02	813,495.21	30.8%
57000 RENTALS & LEASES	515,000.00	515,000.00	175,849.69	45,879.98	294,135.73	45,014.58	91.3%
57110 TAXES AND FILING FEES	280,000.00	280,000.00	16,394.16	.00	.00	263,605.84	5.9%
57200 BAD DEBT EXPENSE	.00	.00	-15,544.99	.00	.00	15,544.99	100.0%
57500 PRINCIPAL PAYMENTS	6,035,276.00	6,035,276.00	.00	.00	.00	6,035,276.00	.0%
57510 INTEREST EXPENSE	8,265,350.00	8,265,350.00	.00	.00	.00	8,265,350.00	.0%
59000 TRANSFERS OUT (LABOR)	32,000.00	32,000.00	.00	.00	.00	32,000.00	.0%
59100 CUSTOMER BILLING CHARGES	1,062,115.00	1,062,115.00	354,038.32	88,509.58	.00	708,076.68	33.3%
59200 IT & DATA PROCESSING CHGS	906,278.00	906,278.00	302,092.68	75,523.17	.00	604,185.32	33.3%
59300 LIABILITY INSURANCE CHGS	567,567.00	567,567.00	189,189.00	47,297.25	.00	378,378.00	33.3%
59400 TELEPHONE CHGS HIPC	72,500.00	72,500.00	24,166.64	6,041.66	.00	48,333.36	33.3%
59500 FLEET EQUIP MAINT ISF CHG	460,257.00	460,257.00	108,156.90	30,047.64	.00	352,100.10	23.5%
59600 INDIRECT PRORATED CST CHG	1,553,061.00	1,553,061.00	517,686.96	129,421.74	.00	1,035,374.04	33.3%
59700 FACILITY CHG MAINTENANCE	246,353.00	246,353.00	82,117.68	20,529.42	.00	164,235.32	33.3%
59800 TRANSFERS OUT - CIP	2,300,000.00	12,211,050.71	220,430.53	220,430.53	.00	11,990,620.18	1.8%
59900 TRANSFERS OUT - DEBT	28,365.00	28,365.00	.00	.00	.00	28,365.00	.0%
60300 INTERFUND ADVANCE OFFSET	.00	.00	153,455.53	.00	.00	-153,455.53	100.0%
TOTAL WATER OPERATING FUND	74,146,676.00	84,330,186.71	15,514,459.13	5,400,140.99	6,870,991.38	61,944,736.20	26.5%
602 WATER CIP FUND							
50000 SALARIES - REGULAR	.00	.00	3,420.56	3,420.56	.00	-3,420.56	100.0%
50200 OVERTIME WAGES	.00	.00	361.29	361.29	.00	-361.29	100.0%
51000 CALPERS PENSION NORMAL COS	.00	.00	377.82	377.82	.00	-377.82	100.0%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	86.77	86.77	.00	-86.77	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	.00	.04	450.88	450.88	.00	-450.84	*******%
51161 VAC/SICK ACCRUAL	.00	.00	66.20	66.20	.00	-66.20	100.0%
53200 PROF SERVICES - OTHER	.00	6,550,690.78	456,458.23	110,171.91	2,690,030.29	3,404,202.26	48.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53270 CONSTRUCTION SERVICES	750,000.00	11,273,254.21	48,689.61	48,689.61	4,259,875.31	6,964,689.29	38.2%
56000 CAPEX - LAND EASEMENTS	.00	74,698.75	.00	.00	4,938.75	69,760.00	6.6%
56020 CAPEX - IMPRV OTH. THN BLD	.00	5,100,223.00	.00	.00	.00	5,100,223.00	.0%
56040 CAPEX - MACHINERY/EQUIP	.00	158,878.64	.00	.00	.00	158,878.64	.0%
56050 CAPEX - INFRASTRUCTURE	2,000,000.00	11,923,256.33	.00	.00	.00	11,923,256.33	.0%
57800 FOR CONTINGENCIES	.00	616,715.70	.00	.00	.00	616,715.70	.0%
59000 TRANSFERS OUT (LABOR)	.00	1,992,305.15	6,933.36	6,933.36	.00	1,985,371.79	.3%
TOTAL WATER CIP FUND	2,750,000.00	37,690,022.60	516,844.72	170,558.40	6,954,844.35	30,218,333.53	19.8%
603 WATER DEVLPMT IMPACT FEES FUND							
59600 INDIRECT PRORATED CST CHG	18,521.00	18,521.00	6,173.68	1,543.42	.00	12,347.32	33.3%
59800 TRANSFERS OUT - CIP	.00	19,741,682.32	159,470.11	159,470.11	.00	19,582,212.21	.8%
TOTAL WATER DEVLPMT IMPACT FEE	18,521.00	19,760,203.32	165,643.79	161,013.53	.00	19,594,559.53	.8%
605 WATER CAP FACILITY FUND							
53700 DEVELOPER REIMBURSEMENTS	250,000.00	250,000.00	.00	.00	.00	250,000.00	.0%
59600 INDIRECT PRORATED CST CHG	2,211.00	2,211.00	737.00	184.25	.00	1,474.00	33.3%
59800 TRANSFERS OUT - CIP	.00	400,000.00	.00	.00	.00	400,000.00	.0%
TOTAL WATER CAP FACILITY FUND	252,211.00	652,211.00	737.00	184.25	.00	651,474.00	.1%
606 WATER RESOURCE FEE FUND							
59600 INDIRECT PRORATED CST CHG	1,557.00	1,557.00	519.00	129.75	.00	1,038.00	33.3%
59800 TRANSFERS OUT - CIP	750,000.00	750,131.00	.00	.00	.00	750,131.00	.0%
TOTAL WATER RESOURCE FEE FUND	751,557.00	751,688.00	519.00	129.75	.00	751,169.00	.1%
608 WATER SECURITY-CONT PREV FUND							
50000 SALARIES - REGULAR	.00	.00	3,568.33	.00	.00	-3,568.33	100.0%
51000 CALPERS PENSION NORMAL COS	.00	.00	360.99	.00	.00	-360.99	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	482.79	.00	.00	-482.79	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	.00	.00	885.47	.00	.00	-885.47	100.0%
51161 VAC/SICK ACCRUAL	.00	.00	30.36	.00	.00	-30.36	100.0%
53200 PROF SERVICES - OTHER	.00	.00	.00	.00	16,307.32	-16,307.32	100.0%
53420 TEST MONITOR COMPLIANCE	.00	.00	.00	.00	10,970.38	-10,970.38	100.0%
57200 BAD DEBT EXPENSE	.00	.00	-431.00	.00	.00	431.00	100.0%
TOTAL WATER SECURITY-CONT PREV	.00	.00	4,896.94	.00	27,277.70	-32,174.64	100.0%
609 WATER BOND 2021A REV BOND FUND							
59800 TRANSFERS OUT - CIP	.00	1,830,008.97	136,944.08	136,944.08	.00	1,693,064.89	7.5%
TOTAL WATER BOND 2021A REV BON	.00	1,830,008.97	136,944.08	136,944.08	.00	1,693,064.89	7.5%
611 WASTEWATER OPERATING FUND							
50000 SALARIES - REGULAR	8,347,666.00	8,347,666.00	2,104,541.22	861,221.79	.00	6,243,124.78	25.2%
50100 SALARIES - TEMPORARY	280,000.00	280,000.00	57,091.35	19,674.07	.00	222,908.65	20.4%
50200 OVERTIME WAGES	497,500.00	497,500.00	125,093.67	50,124.10	.00	372,406.33	25.1%
51000 CALPERS PENSION NORMAL COS	832,263.00	832,263.00	168,811.83	70,505.32	.00	663,451.17	20.3%
51010 CALPERS PENSION UAL	1,061,112.00	1,061,112.00	353,704.04	88,426.01	.00	707,407.96	33.3%
51030 RETIREMENT ENHANCEMENT PLA	95,211.00	95,211.00	45,311.64	-84,406.25	.00	49,899.36	47.6%
51160 CITY PAID EMPLOYEE BENEFIT	2,094,419.00	2,094,419.00	474,643.15	175,776.52	.00	1,619,775.85	22.7%
51161 VAC/SICK ACCRUAL	180,727.00	180,727.00	47,175.15	17,043.25	.00	133,551.85	26.1%
51210 RETIREE HEALTH INS PLAN	59,575.00	59,575.00	27,183.17	6,486.33	.00	32,391.83	45.6%
51300 WORKERS COMPENSATION	400,240.00	400,240.00	133,413.36	33,353.34	.00	266,826.64	33.3%
51400 AUTO ALLOWANCE	1,050.00	1,050.00	334.66	121.17	.00	715.34	31.9%
51425 TREATMENT CERTIFICAT PAY	.00	.00	1,273.49	550.00	.00	-1,273.49	100.0%
52000 POSTAGE	5,500.00	5,500.00	1,410.38	101.65	.00	4,089.62	25.6%
52100 CHEMICALS	2,000,000.00	2,000,000.00	616,855.48	180,973.49	1,674,066.65	-290,922.13	114.5%
52110 REPAIR PARTS	22,500.00	22,500.00	.00	.00	.00	22,500.00	.0%
52200 BROCHURES & PUBLICATIONS	3,000.00	3,000.00	.00	.00	.00	3,000.00	.0%
52300 UNIFORMS	44,000.00	44,000.00	6,738.08	1,690.42	52,310.54	-15,048.62	134.2%
52310 TRAINING-WORKSHOP-MTGS	81,000.00	81,000.00	13,852.25	1,419.85	85,000.00	-17,852.25	122.0%
52330 EDUCATION REIMBURSEMENT	10,000.00	10,000.00	1,350.00	.00	.00	8,650.00	13.5%
52340 MEMBERSHIPS	57,000.00	57,000.00	2,019.00	.00	.00	54,981.00	3.5%
52400 MINOR EQUIPMENT	1,717,000.00	1,717,000.00	170,935.69	42,156.41	835,378.63	710,685.68	58.6%
52610 SUPPLIES SAFETY	95,000.00	95,000.00	5,453.87	1,269.27	73,294.76	16,251.37	82.9%
52900 MISC SUPPLIES	56,500.00	56,500.00	12,160.75	4,430.77	122,064.46	-77,725.21	237.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53000 SOFTWARE EXPENSE	65,000.00	65,000.00	34,662.50	.00	22,926.26	7,411.24	88.6%
53010 SERVICES PRINTING BINDING	6,500.00	6,500.00	660.98	535.33	839.02	5,000.00	23.1%
53020 INTERNAL PHOTOCOPING COSTS	10,000.00	10,000.00	605.42	.00	.00	9,394.58	6.1%
53110 SERVICES MEDICAL	4,500.00	4,500.00	95.00	.00	.00	4,405.00	2.1%
53200 PROF SERVICES - OTHER	3,783,000.00	3,639,622.00	389,034.61	69,857.62	1,444,145.01	1,806,442.38	50.4%
53220 SERVICES LEGAL SERVICES	.00	.00	.00	.00	13,349.50	-13,349.50	100.0%
53250 ADVERTISING	5,000.00	5,000.00	550.00	.00	.00	4,450.00	11.0%
53260 LEGAL ADVOCACY	45,000.00	45,000.00	2,886.00	266.00	8,666.00	33,448.00	25.7%
53420 TEST MONITOR COMPLIANCE	385,000.00	635,000.00	11,076.46	1,829.00	124,009.30	499,914.24	21.3%
54010 UTILITY EXPENSE-ELECTRIC	1,840,000.00	1,840,000.00	700,746.44	182,805.78	.00	1,139,253.56	38.1%
54020 UTILITY EXPENSE - GAS	200,000.00	200,000.00	4,390.69	441.09	206,020.76	-10,411.45	105.2%
54030 UTILITY EXPENSE- WASTEWATE	15,000.00	15,000.00	4,003.62	954.23	.00	10,996.38	26.7%
54040 UTILITY EXPENSE WATER	160,000.00	160,000.00	67,768.12	16,737.94	.00	92,231.88	42.4%
54050 UTIL EXP REFUSE AND DISPOS	2,000,000.00	2,000,000.00	289,265.95	5,581.48	2,005,407.01	-294,672.96	114.7%
54080 TELEPHONE CHGS	70,000.00	70,000.00	14,341.96	.00	.00	55,658.04	20.5%
54090 UNLEADED FUEL	140,000.00	140,000.00	.00	.00	140,000.00	.00	100.0%
54355 UTILITY RATE ASSIST CREDIT	75,000.00	75,000.00	.00	.00	.00	75,000.00	.0%
55030 VEHICLE MAINTENANCE	111,000.00	111,000.00	24,424.83	9,817.65	79,619.20	6,955.97	93.7%
56040 CAPEX - MACHINERY/EQUIP	1,370,000.00	2,145,077.69	.00	.00	433,189.54	1,711,888.15	20.2%
57000 RENTALS & LEASES	510,000.00	510,000.00	96,035.77	21,794.15	224,976.04	188,988.19	62.9%
57110 TAXES AND FILING FEES	310,500.00	310,500.00	35,289.61	450.00	.00	275,210.39	11.4%
57200 BAD DEBT EXPENSE	50,000.00	50,000.00	-9,331.19	.00	.00	59,331.19	-18.7%
57500 PRINCIPAL PAYMENTS	6,120,000.00	6,120,000.00	.00	.00	.00	6,120,000.00	.0%
57510 INTEREST EXPENSE	3,311,500.00	3,311,500.00	-17,378.20	.00	.00	3,328,878.20	-.5%
59100 CUSTOMER BILLING CHARGES	950,481.00	950,481.00	316,827.00	79,206.75	.00	633,654.00	33.3%
59200 IT & DATA PROCESSING CHGS	1,006,592.00	1,006,592.00	335,530.68	83,882.67	.00	671,061.32	33.3%
59300 LIABILITY INSURANCE CHGS	545,340.00	545,340.00	181,779.96	45,444.99	.00	363,560.04	33.3%
59400 TELEPHONE CHGS HIPC	48,490.00	48,490.00	16,163.32	4,040.83	.00	32,326.68	33.3%
59500 FLEET EQUIP MAINT ISF CHG	48,113.00	48,113.00	2,695.65	599.79	.00	45,417.35	5.6%
59600 INDIRECT PRORATED CST CHG	1,223,966.00	1,223,966.00	407,988.68	101,997.17	.00	815,977.32	33.3%
59700 FACILITY CHG MAINTENANCE	29,393.00	29,393.00	9,797.68	2,449.42	.00	19,595.32	33.3%
59800 TRANSFERS OUT - CIP	31,274,145.00	66,783,998.81	1,955,619.82	1,955,619.82	.00	64,828,378.99	2.9%
59900 TRANSFERS OUT - DEBT	32,191.00	32,191.00	.00	.00	.00	32,191.00	.0%
TOTAL WASTEWATER OPERATING FUN	73,686,974.00	110,078,527.50	9,244,883.59	4,055,229.22	7,545,262.68	93,288,381.23	15.3%
612 WASTEWATER CIP FUND							
50000 SALARIES - REGULAR	.00	.00	40,278.12	30,869.12	.00	-40,278.12	100.0%
51000 CALPERS PENSION NORMAL COS	.00	.00	1,673.14	1,438.00	.00	-1,673.14	100.0%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	402.77	308.67	.00	-402.77	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	.00	.00	8,623.69	6,608.86	.00	-8,623.69	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51161 VAC/SICK ACCRUAL	.00	.00	873.95	669.51	.00	-873.95	100.0%
51210 RETIREE HEALTH INS PLAN	.00	.00	381.97	287.87	.00	-381.97	100.0%
53200 PROF SERVICES - OTHER	1,500,000.00	6,810,905.29	477,618.64	179,746.85	5,766,785.76	566,500.89	91.7%
53270 CONSTRUCTION SERVICES	38,324,145.00	81,570,842.62	2,895,206.85	1,581,578.25	18,215,556.09	60,460,079.68	25.9%
56020 CAPEX - IMPRV OTH. THN BLD	.00	30,498,790.00	.00	.00	.00	30,498,790.00	.0%
56040 CAPEX - MACHINERY/EQUIP	.00	1,151,300.00	.00	.00	.00	1,151,300.00	.0%
56050 CAPEX - INFRASTRUCTURE	3,800,000.00	7,927,162.00	403,000.00	.00	2,453,000.00	5,071,162.00	36.0%
57800 FOR CONTINGENCIES	.00	844,630.00	.00	.00	.00	844,630.00	.0%
59000 TRANSFERS OUT (LABOR)	.00	4,124,607.00	6,322.02	6,322.02	.00	4,118,284.98	.2%
TOTAL WASTEWATER CIP FUND	43,624,145.00	132,928,236.91	3,834,381.15	1,807,829.15	26,435,341.85	102,658,513.91	22.8%
613 WASTEWATER CONNECTION FEE FUND							
53200 PROF SERVICES - OTHER	.00	68,312.00	.00	.00	.00	68,312.00	.0%
53700 DEVELOPER REIMBURSEMENTS	1,100,000.00	1,100,000.00	.00	.00	.00	1,100,000.00	.0%
57700 LOANS TO PROP OWNERS	.00	52,168.00	.00	.00	.00	52,168.00	.0%
59600 INDIRECT PRORATED CST CHG	15,492.00	15,492.00	5,164.00	1,291.00	.00	10,328.00	33.3%
59800 TRANSFERS OUT - CIP	12,650,000.00	12,650,000.00	.00	.00	.00	12,650,000.00	.0%
TOTAL WASTEWATER CONNECTION FE	13,765,492.00	13,885,972.00	5,164.00	1,291.00	.00	13,880,808.00	.0%
617 WASTEWATER BONDS/SRF LOANS							
59800 TRANSFERS OUT - CIP	.00	52,901,815.30	1,880,441.31	1,880,441.31	.00	51,021,373.99	3.6%
TOTAL WASTEWATER BONDS/SRF LOA	.00	52,901,815.30	1,880,441.31	1,880,441.31	.00	51,021,373.99	3.6%
631 SOLID WASTE OPERATING FUND							
50000 SALARIES - REGULAR	14,049,735.00	14,049,735.00	4,265,645.13	1,722,281.55	.00	9,784,089.87	30.4%
50100 SALARIES - TEMPORARY	56,461.00	56,461.00	59,566.16	23,089.51	.00	-3,105.16	105.5%
50200 OVERTIME WAGES	3,203,712.00	3,203,712.00	1,193,496.20	439,820.39	.00	2,010,215.80	37.3%
51000 CALPERS PENSION NORMAL COS	1,400,758.00	1,400,758.00	381,783.39	141,728.11	.00	1,018,974.61	27.3%
51010 CALPERS PENSION UAL	2,290,418.00	2,290,418.00	763,472.68	190,868.17	.00	1,526,945.32	33.3%
51030 RETIREMENT ENHANCEMENT PLA	133,350.00	133,350.00	87,305.52	-141,273.32	.00	46,044.48	65.5%
51040 EARLY RETIREMENT INCENTIVE	24,865.00	24,865.00	24,865.05	.00	.00	-.05	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	4,329,579.00	4,329,579.00	1,220,608.06	444,105.43	.00	3,108,970.94	28.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51161 VAC/SICK ACCRUAL	304,178.00	304,178.00	97,980.75	35,330.26	.00	206,197.25	32.2%
51210 RETIREE HEALTH INS PLAN	60,224.00	60,224.00	26,504.13	6,195.32	.00	33,719.87	44.0%
51300 WORKERS COMPENSATION	461,362.00	461,362.00	153,787.36	38,446.84	.00	307,574.64	33.3%
51400 AUTO ALLOWANCE	1,050.00	1,050.00	334.66	121.17	.00	715.34	31.9%
51420 TOOL AND EQUIPMENT ALLOWAN	20,900.00	20,900.00	15,375.00	15,375.00	.00	5,525.00	73.6%
52000 POSTAGE	13,000.00	13,000.00	2,483.30	327.88	.00	10,516.70	19.1%
52110 REPAIR PARTS	190,000.00	190,000.00	69,091.21	18,506.36	57,313.68	63,595.11	66.5%
52200 BROCHURES & PUBLICATIONS	495.00	495.00	.00	.00	.00	495.00	.0%
52300 UNIFORMS	200,000.00	200,000.00	34,226.01	8,375.31	108,682.07	57,091.92	71.5%
52310 TRAINING-WORKSHOP-MTGS	30,000.00	30,000.00	9,978.31	534.00	20,000.00	21.69	99.9%
52330 EDUCATION REIMBURSEMENT	6,500.00	6,500.00	.00	.00	.00	6,500.00	.0%
52340 MEMBERSHIPS	10,000.00	10,000.00	1,465.00	.00	.00	8,535.00	14.7%
52400 MINOR EQUIPMENT	1,433,445.00	1,433,445.00	266,153.90	154,130.28	765,502.93	401,788.17	72.0%
52510 PUBLIC OUTREACH	7,000.00	7,000.00	.00	.00	.00	7,000.00	.0%
52610 SUPPLIES SAFETY	84,000.00	84,000.00	24,370.37	5,315.26	41,431.83	18,197.80	78.3%
52900 MISC SUPPLIES	37,000.00	37,000.00	7,506.35	2,302.13	14,493.65	15,000.00	59.5%
53020 INTERNAL PHOTOCOPING COSTS	6,691.00	6,691.00	1,225.85	.00	2,948.66	2,516.49	62.4%
53200 PROF SERVICES - OTHER	1,797,812.00	1,647,812.00	370,709.50	135,140.64	989,302.13	287,800.37	82.5%
53250 ADVERTISING	89,500.00	89,500.00	2,452.67	.00	55,767.33	31,280.00	65.1%
53260 LEGAL ADVOCACY	15,000.00	15,000.00	2,892.00	268.00	8,660.00	3,448.00	77.0%
53500 BANK CHARGES	37,180.00	37,180.00	14,344.47	4,969.65	35,655.53	-12,820.00	134.5%
54010 UTILITY EXPENSE-ELECTRIC	160,000.00	160,000.00	43,691.61	.00	.00	116,308.39	27.3%
54020 UTILITY EXPENSE - GAS	2,600.00	2,600.00	217.95	125.64	.00	2,382.05	8.4%
54030 UTILITY EXPENSE- WASTEWATE	2,000.00	2,000.00	612.86	135.34	.00	1,387.14	30.6%
54040 UTILITY EXPENSE WATER	18,000.00	18,000.00	5,870.38	1,580.88	.00	12,129.62	32.6%
54050 UTIL EXP REFUSE AND DISPOS	10,750,000.00	10,750,000.00	2,476,040.82	855,063.66	7,530,063.81	743,895.37	93.1%
54080 TELEPHONE CHGS	55,000.00	55,000.00	11,087.72	1,444.13	.00	43,912.28	20.2%
54090 UNLEADED FUEL	245,000.00	245,000.00	55,922.65	25,785.64	341,957.26	-152,879.91	162.4%
54200 RECYCLES BUY BACK	1,100,000.00	1,100,000.00	192,464.05	170,079.08	10,000.00	897,535.95	18.4%
54300 GREENWASTE PROCESSING	1,400,000.00	1,400,000.00	225,306.83	108,921.04	1,537,982.98	-363,289.81	125.9%
54355 UTILITY RATE ASSIST CREDIT	80,500.00	80,500.00	.00	.00	.00	80,500.00	.0%
54400 SUPP WASTE HAULING	1,500,000.00	1,500,000.00	301,331.43	81,946.39	998,668.57	200,000.00	86.7%
55010 BUILDING MAINT & REPAIR	150,000.00	150,000.00	.00	.00	5,000.00	145,000.00	3.3%
55030 VEHICLE MAINTENANCE	250,000.00	250,000.00	54,402.64	.00	243,931.57	-48,334.21	119.3%
56030 CAPEX - VEHICLES	1,046,815.00	2,068,098.00	.00	.00	.00	2,068,098.00	.0%
56040 CAPEX - MACHINERY/EQUIP	764,250.00	1,389,953.72	.00	.00	185,000.00	1,204,953.72	13.3%
57000 RENTALS & LEASES	1,226,541.00	1,376,541.00	429,471.82	161,054.22	1,012,463.35	-65,394.17	104.8%
57110 TAXES AND FILING FEES	75,000.00	75,000.00	15,373.48	2,672.15	.00	59,626.52	20.5%
57200 BAD DEBT EXPENSE	30,000.00	30,000.00	-16,407.91	.00	.00	46,407.91	-54.7%
57500 PRINCIPAL PAYMENTS	2,001,650.00	2,001,650.00	260,274.42	.00	.00	1,741,375.58	13.0%
57510 INTEREST EXPENSE	101,800.00	101,800.00	22,855.90	.00	.00	78,944.10	22.5%
59000 TRANSFERS OUT (LABOR)	20,000.00	20,000.00	.00	-1,317.45	.00	20,000.00	.0%
59010 INFRASTRUCTURE USE FEE	2,048,468.00	2,048,468.00	.00	.00	.00	2,048,468.00	.0%
59100 CUSTOMER BILLING CHARGES	1,176,939.00	1,176,939.00	392,313.00	98,078.25	.00	784,626.00	33.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59200 IT & DATA PROCESSING CHGS	2,161,241.00	2,161,241.00	720,413.64	180,103.41	.00	1,440,827.36	33.3%
59300 LIABILITY INSURANCE CHGS	889,562.00	889,562.00	296,520.72	74,130.18	.00	593,041.28	33.3%
59400 TELEPHONE CHGS HIPC	57,579.00	57,579.00	19,193.00	4,798.25	.00	38,386.00	33.3%
59500 FLEET EQUIP MAINT ISF CHG	4,246,983.00	4,246,983.00	1,115,323.76	333,320.14	.00	3,131,659.24	26.3%
59600 INDIRECT PRORATED CST CHG	1,951,914.00	1,951,914.00	650,637.96	162,659.49	.00	1,301,276.04	33.3%
59700 FACILITY CHG MAINTENANCE	166,747.00	166,747.00	55,582.36	13,895.59	.00	111,164.64	33.3%
59800 TRANSFERS OUT - CIP	5,460,000.00	9,888,505.20	.00	.00	.00	9,888,505.20	.0%
59900 TRANSFERS OUT - DEBT	81,047.00	81,047.00	.00	.00	.00	81,047.00	.0%
60500 DEBT OFFSET	.00	.00	-268,462.53	-268,462.53	.00	268,462.53	100.0%
TOTAL SOLID WASTE OPERATING FU	69,513,851.00	75,589,342.92	16,157,661.59	5,251,971.44	13,964,825.35	45,466,855.98	39.9%
632 SOLID WASTE CIP FUND							
53200 PROF SERVICES - OTHER	4,710,000.00	5,064,174.18	.00	.00	.00	5,064,174.18	.0%
53270 CONSTRUCTION SERVICES	750,000.00	4,064,152.80	.00	.00	1,067,693.74	2,996,459.06	26.3%
56010 CAPEX - BUILDINGS	.00	200,000.00	.00	.00	.00	200,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	.00	189,311.95	.00	.00	.00	189,311.95	.0%
57800 FOR CONTINGENCIES	.00	502,500.00	.00	.00	.00	502,500.00	.0%
59000 TRANSFERS OUT (LABOR)	.00	164,009.81	6,974.79	4,714.65	.00	157,035.02	4.3%
TOTAL SOLID WASTE CIP FUND	5,460,000.00	10,184,148.74	6,974.79	4,714.65	1,067,693.74	9,109,480.21	10.6%
634 SOLID WASTE DEVELOPER FEE FUND							
56030 CAPEX - VEHICLES	.00	790,573.00	.00	.00	.00	790,573.00	.0%
TOTAL SOLID WASTE DEVELOPER FE	.00	790,573.00	.00	.00	.00	790,573.00	.0%
638 SOLID WASTE SEC - CONT PREV FU							
53200 PROF SERVICES - OTHER	220,000.00	220,000.00	49,235.44	.00	150,843.54	19,921.02	90.9%
59800 TRANSFERS OUT - CIP	.00	295,643.54	4,636.29	4,636.29	.00	291,007.25	1.6%
TOTAL SOLID WASTE SEC - CONT P	220,000.00	515,643.54	53,871.73	4,636.29	150,843.54	310,928.27	39.7%
641 PERFORMING ARTS CENTER FUND							

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641 PERFORMING ARTS CENTER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54010 UTILITY EXPENSE-ELECTRIC	74,160.00	74,160.00	71,262.34	67,592.19	.00	2,897.66	96.1%
54020 UTILITY EXPENSE - GAS	8,000.00	8,000.00	1,690.77	849.95	.00	6,309.23	21.1%
54030 UTILITY EXPENSE- WASTEWATE	4,726.00	4,726.00	1,116.57	432.56	.00	3,609.43	23.6%
54040 UTILITY EXPENSE WATER	10,808.00	10,808.00	4,910.67	1,459.99	.00	5,897.33	45.4%
54050 UTIL EXP REFUSE AND DISPOS	21,977.00	21,977.00	13,224.08	3,512.42	.00	8,752.92	60.2%
54060 OTHER UTILITIES	11,969.00	11,969.00	.00	.00	.00	11,969.00	.0%
55010 BUILDING MAINT & REPAIR	123,600.00	123,600.00	31,446.86	27,113.30	2,868.03	89,285.11	27.8%
57110 TAXES AND FILING FEES	200.00	200.00	.00	.00	.00	200.00	.0%
59400 TELEPHONE CHGS HIPC	9,137.00	9,137.00	3,045.68	761.42	.00	6,091.32	33.3%
59600 INDIRECT PRORATED CST CHG	6,762.00	6,762.00	2,254.00	563.50	.00	4,508.00	33.3%
TOTAL PERFORMING ARTS CENTER F	271,339.00	271,339.00	128,950.97	102,285.33	2,868.03	139,520.00	48.6%
651 GOLF COURSE OPERATING FUND							
50000 SALARIES - REGULAR	28,672.00	28,672.00	7,643.34	3,311.18	.00	21,028.66	26.7%
51000 CALPERS PENSION NORMAL COS	2,859.00	2,859.00	-187.07	245.13	.00	3,046.07	-6.5%
51010 CALPERS PENSION UAL	1,819.00	1,819.00	606.32	151.58	.00	1,212.68	33.3%
51030 RETIREMENT ENHANCEMENT PLA	.00	.00	67.94	24.60	.00	-67.94	100.0%
51160 CITY PAID EMPLOYEE BENEFIT	4,646.00	4,646.00	928.84	344.19	.00	3,717.16	20.0%
51161 VAC/SICK ACCRUAL	621.00	621.00	160.20	57.87	.00	460.80	25.8%
51210 RETIREE HEALTH INS PLAN	.00	.00	67.94	24.60	.00	-67.94	100.0%
51300 WORKERS COMPENSATION	1,409.00	1,409.00	469.68	117.42	.00	939.32	33.3%
52400 MINOR EQUIPMENT	347,800.00	347,800.00	.00	.00	347,800.00	.00	100.0%
53020 INTERNAL PHOTOCOPING COSTS	.00	.00	67.27	.00	.00	-67.27	100.0%
53200 PROF SERVICES - OTHER	4,750,687.00	4,750,687.00	982,083.43	-495,637.21	3,661,861.41	106,742.16	97.8%
53210 SERVICES AUDIT	31,485.00	31,485.00	.00	.00	.00	31,485.00	.0%
53500 BANK CHARGES	165,056.00	165,056.00	7,874.41	7,874.41	.00	157,181.59	4.8%
54010 UTILITY EXPENSE-ELECTRIC	234,000.00	234,000.00	.00	.00	234,000.00	.00	100.0%
54040 UTILITY EXPENSE WATER	430,000.00	430,000.00	.00	.00	430,000.00	.00	100.0%
54050 UTIL EXP REFUSE AND DISPOS	15,000.00	15,000.00	.00	.00	15,000.00	.00	100.0%
54070 INTERNET CHARGES	12,894.00	12,894.00	.00	.00	12,894.00	.00	100.0%
54080 TELEPHONE CHGS	8,800.00	8,800.00	.00	.00	8,800.00	.00	100.0%
55030 VEHICLE MAINTENANCE	35,052.00	35,052.00	.00	.00	.00	35,052.00	.0%
57110 TAXES AND FILING FEES	24,502.00	24,502.00	.00	.00	.00	24,502.00	.0%
57500 PRINCIPAL PAYMENTS	153,456.00	153,456.00	153,455.50	.00	.00	.50	100.0%
57510 INTEREST EXPENSE	5,885.00	5,885.00	5,884.53	.00	.00	.47	100.0%
58100 GENERAL LIABILITY INSURANC	126,000.00	126,000.00	.00	.00	126,000.00	.00	100.0%
59200 IT & DATA PROCESSING CHGS	1,726.00	1,726.00	575.32	143.83	.00	1,150.68	33.3%
59300 LIABILITY INSURANCE CHGS	2,123.00	2,123.00	707.68	176.92	.00	1,415.32	33.3%
59400 TELEPHONE CHGS HIPC	13,436.00	13,436.00	4,478.68	1,119.67	.00	8,957.32	33.3%
59600 INDIRECT PRORATED CST CHG	58,968.00	58,968.00	19,656.00	4,914.00	.00	39,312.00	33.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	.00	1,625,475.07	12,531.11	12,531.11	.00	1,612,943.96	.8%
60300 INTERFUND ADVANCE OFFSET	.00	.00	-153,455.50	.00	.00	153,455.50	100.0%
TOTAL GOLF COURSE OPERATING FU	6,456,896.00	8,082,371.07	1,043,615.62	-464,600.70	4,836,355.41	2,202,400.04	72.8%
652 GOLF COURSE CIP FUND							
53200 PROF SERVICES - OTHER	.00	117,795.23	2,102.41	2,102.41	56,987.81	58,705.01	50.2%
53270 CONSTRUCTION SERVICES	.00	333,000.00	.00	.00	.00	333,000.00	.0%
56010 CAPEX - BUILDINGS	.00	1,710,000.00	.00	.00	837,019.15	872,980.85	48.9%
59000 TRANSFERS OUT (LABOR)	.00	64,679.84	10,428.70	10,428.70	.00	54,251.14	16.1%
TOTAL GOLF COURSE CIP FUND	.00	2,225,475.07	12,531.11	12,531.11	894,006.96	1,318,937.00	40.7%
701 PUBLIC LIAB & PROP INSUR ISF							
50000 SALARIES - REGULAR	186,198.00	186,198.00	51,663.71	19,653.84	.00	134,534.29	27.7%
51000 CALPERS PENSION NORMAL COS	18,564.00	18,564.00	3,328.42	1,680.91	.00	15,235.58	17.9%
51010 CALPERS PENSION UAL	18,796.00	18,796.00	6,265.32	1,566.33	.00	12,530.68	33.3%
51030 RETIREMENT ENHANCEMENT PLA	4,091.00	4,091.00	616.04	214.94	.00	3,474.96	15.1%
51160 CITY PAID EMPLOYEE BENEFIT	39,345.00	39,345.00	9,433.81	3,417.36	.00	29,911.19	24.0%
51161 VAC/SICK ACCRUAL	4,031.00	4,031.00	1,117.25	385.50	.00	2,913.75	27.7%
51210 RETIREE HEALTH INS PLAN	.00	.00	260.92	94.47	.00	-260.92	100.0%
51300 WORKERS COMPENSATION	6,239.00	6,239.00	2,079.68	519.92	.00	4,159.32	33.3%
51400 AUTO ALLOWANCE	210.00	210.00	66.95	24.24	.00	143.05	31.9%
52000 POSTAGE	33.00	33.00	.00	.00	.00	33.00	.0%
52200 BROCHURES & PUBLICATIONS	275.00	275.00	.00	.00	.00	275.00	.0%
52310 TRAINING-WORKSHOP-MTGS	500.00	500.00	.00	.00	.00	500.00	.0%
52320 MILEAGE REIMBURSEMENTS	300.00	300.00	.00	.00	.00	300.00	.0%
52400 MINOR EQUIPMENT	700.00	700.00	.00	.00	.00	700.00	.0%
52900 MISC SUPPLIES	325.00	325.00	.00	.00	.00	325.00	.0%
53010 SERVICES PRINTING BINDING	600.00	600.00	.00	.00	.00	600.00	.0%
53200 PROF SERVICES - OTHER	270,000.00	270,000.00	74,259.75	.00	205,307.16	-9,566.91	103.5%
53220 SERVICES LEGAL SERVICES	15,113.00	15,113.00	1,755.00	.00	760.00	12,598.00	16.6%
58050 LOSS CONTROL ACTIVITIES	110,000.00	110,000.00	300.00	.00	.00	109,700.00	.3%
58200 PHYSICAL DMG INS NON AUTO	2,000,000.00	2,000,000.00	1,771,627.00	.00	.00	228,373.00	88.6%
58300 EXCESS LIABILITY INS	4,586,000.00	4,586,000.00	4,040,706.00	.00	.00	545,294.00	88.1%
58400 LIABILITY CLAIMS EXPENSE	5,135,346.00	5,135,346.00	1,732,099.32	225,922.66	.00	3,403,246.68	33.7%
58500 WORKERS COMP CLAIMS	4,324.00	4,324.00	.00	.00	.00	4,324.00	.0%
59200 IT & DATA PROCESSING CHGS	17,831.00	17,831.00	5,943.68	1,485.92	.00	11,887.32	33.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59300 LIABILITY INSURANCE CHGS	17,248.00	17,248.00	5,749.32	1,437.33	.00	11,498.68	33.3%
59400 TELEPHONE CHGS HIPC	1,480.00	1,480.00	493.32	123.33	.00	986.68	33.3%
59600 INDIRECT PRORATED CST CHG	175,883.00	175,883.00	58,627.68	14,656.92	.00	117,255.32	33.3%
TOTAL PUBLIC LIAB & PROP INSUR	12,613,432.00	12,613,432.00	7,766,393.17	271,183.67	206,067.16	4,640,971.67	63.2%
702 WORKERS COMP INSUR ISF							
50000 SALARIES - REGULAR	478,846.00	478,846.00	112,899.28	44,783.73	.00	365,946.72	23.6%
51000 CALPERS PENSION NORMAL COS	47,741.00	47,741.00	8,892.72	3,354.96	.00	38,848.28	18.6%
51010 CALPERS PENSION UAL	47,901.00	47,901.00	15,967.00	3,991.75	.00	31,934.00	33.3%
51030 RETIREMENT ENHANCEMENT PLA	3,273.00	3,273.00	1,147.44	383.50	.00	2,125.56	35.1%
51160 CITY PAID EMPLOYEE BENEFIT	85,348.00	85,348.00	19,543.75	6,471.08	.00	65,804.25	22.9%
51161 VAC/SICK ACCRUAL	10,367.00	10,367.00	2,285.12	745.29	.00	8,081.88	22.0%
51210 RETIREE HEALTH INS PLAN	1,944.00	1,944.00	1,664.50	466.73	.00	279.50	85.6%
51300 WORKERS COMPENSATION	15,466.00	15,466.00	5,155.32	1,288.83	.00	10,310.68	33.3%
51400 AUTO ALLOWANCE	210.00	210.00	66.95	24.24	.00	143.05	31.9%
52400 MINOR EQUIPMENT	65.00	65.00	.00	.00	.00	65.00	.0%
52900 MISC SUPPLIES	950.00	950.00	.00	.00	.00	950.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	200.00	200.00	.00	.00	.00	200.00	.0%
53200 PROF SERVICES - OTHER	360,000.00	360,000.00	78,329.44	28,181.42	236,160.00	45,510.56	87.4%
54080 TELEPHONE CHGS	.00	.00	276.46	.00	.00	-276.46	100.0%
57110 TAXES AND FILING FEES	475,000.00	475,000.00	.00	.00	.00	475,000.00	.0%
58050 LOSS CONTROL ACTIVITIES	175,000.00	175,000.00	18,079.69	1,461.83	68,757.00	88,163.31	49.6%
58300 EXCESS LIABILITY INS	800,000.00	800,000.00	723,238.00	.00	.00	76,762.00	90.4%
58500 WORKERS COMP CLAIMS	7,219,457.00	7,219,457.00	1,900,729.60	448,825.27	46,034.10	5,272,693.30	27.0%
59200 IT & DATA PROCESSING CHGS	45,440.00	45,440.00	15,146.68	3,786.67	.00	30,293.32	33.3%
59300 LIABILITY INSURANCE CHGS	42,758.00	42,758.00	14,252.68	3,563.17	.00	28,505.32	33.3%
59400 TELEPHONE CHGS HIPC	987.00	987.00	329.00	82.25	.00	658.00	33.3%
59600 INDIRECT PRORATED CST CHG	168,226.00	168,226.00	56,075.32	14,018.83	.00	112,150.68	33.3%
TOTAL WORKERS COMP INSUR ISF	9,979,179.00	9,979,179.00	2,974,078.95	561,429.55	350,951.10	6,654,148.95	33.3%
725 CUSTOMER BILLING OPS ISF							
50000 SALARIES - REGULAR	1,104,824.00	1,104,824.00	313,551.41	122,991.95	.00	791,272.59	28.4%
50100 SALARIES - TEMPORARY	.00	.00	8,450.36	.00	.00	-8,450.36	100.0%
50200 OVERTIME WAGES	.00	.00	117.23	.00	.00	-117.23	100.0%
51000 CALPERS PENSION NORMAL COS	110,151.00	110,151.00	24,119.08	10,730.43	.00	86,031.92	21.9%
51010 CALPERS PENSION UAL	168,504.00	168,504.00	56,168.00	14,042.00	.00	112,336.00	33.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51030 RETIREMENT ENHANCEMENT PLA	2,661.00	2,661.00	5,993.79	-4,201.93	.00	-3,332.79	225.2%
51160 CITY PAID EMPLOYEE BENEFIT	297,235.00	297,235.00	70,847.07	25,980.30	.00	226,387.93	23.8%
51161 VAC/SICK ACCRUAL	23,920.00	23,920.00	7,048.87	2,543.92	.00	16,871.13	29.5%
51210 RETIREE HEALTH INS PLAN	7,124.00	7,124.00	3,622.46	925.37	.00	3,501.54	50.8%
51300 WORKERS COMPENSATION	38,031.00	38,031.00	12,677.00	3,169.25	.00	25,354.00	33.3%
52000 POSTAGE	328,208.00	328,208.00	72,785.40	22,368.09	260,698.49	-5,275.89	101.6%
52310 TRAINING-WORKSHOP-MTGS	1,000.00	1,000.00	.00	.00	.00	1,000.00	.0%
52330 EDUCATION REIMBURSEMENT	2,000.00	2,000.00	.00	.00	.00	2,000.00	.0%
52620 SUPPLIES OTHER	165.00	165.00	.00	.00	.00	165.00	.0%
52900 MISC SUPPLIES	6,000.00	6,000.00	1,122.17	.00	4,297.83	580.00	90.3%
53010 SERVICES PRINTING BINDING	74,258.00	74,258.00	17,384.90	5,298.10	65,322.95	-8,449.85	111.4%
53020 INTERNAL PHOTOCOPING COSTS	4,815.00	4,815.00	709.04	.00	175.60	3,930.36	18.4%
53200 PROF SERVICES - OTHER	68,959.00	68,959.00	11,099.34	3,723.27	15,542.51	42,317.15	38.6%
53500 BANK CHARGES	462,164.00	462,164.00	35,937.14	597.00	228,767.36	197,459.50	57.3%
54080 TELEPHONE CHGS	551.00	551.00	125.09	.00	.00	425.91	22.7%
55020 EQUIPMENT MAINTENANCE	2,982.00	2,982.00	.00	.00	.00	2,982.00	.0%
57300 LEASE PMT CAP GROWTH FEES	28,391.00	28,391.00	5,092.39	5,092.39	.00	23,298.61	17.9%
59200 IT & DATA PROCESSING CHGS	159,847.00	159,847.00	53,282.36	13,320.59	.00	106,564.64	33.3%
59300 LIABILITY INSURANCE CHGS	105,138.00	105,138.00	35,046.00	8,761.50	.00	70,092.00	33.3%
59400 TELEPHONE CHGS HIPC	9,387.00	9,387.00	3,129.00	782.25	.00	6,258.00	33.3%
59600 INDIRECT PRORATED CST CHG	178,110.00	178,110.00	59,370.00	14,842.50	.00	118,740.00	33.3%
59700 FACILITY CHG MAINTENANCE	60,379.00	60,379.00	20,126.32	5,031.58	.00	40,252.68	33.3%
TOTAL CUSTOMER BILLING OPS ISF	3,244,804.00	3,244,804.00	817,804.42	255,998.56	574,804.74	1,852,194.84	42.9%
731 INFORMATION TECHNOLOGY ISF							
50000 SALARIES - REGULAR	5,230,441.00	5,230,441.00	1,362,608.60	551,923.52	.00	3,867,832.40	26.1%
50100 SALARIES - TEMPORARY	65,420.00	65,420.00	.00	.00	.00	65,420.00	.0%
50200 OVERTIME WAGES	54,666.00	54,666.00	23,268.65	9,718.20	.00	31,397.35	42.6%
51000 CALPERS PENSION NORMAL COS	521,474.00	521,474.00	80,418.46	45,298.29	.00	441,055.54	15.4%
51010 CALPERS PENSION UAL	509,334.00	509,334.00	169,778.04	42,444.51	.00	339,555.96	33.3%
51030 RETIREMENT ENHANCEMENT PLA	14,403.00	14,403.00	23,186.18	-27,144.55	.00	-8,783.18	161.0%
51160 CITY PAID EMPLOYEE BENEFIT	1,073,690.00	1,073,690.00	234,087.29	85,991.23	.00	839,602.71	21.8%
51161 VAC/SICK ACCRUAL	113,239.00	113,239.00	28,832.14	10,375.51	.00	84,406.86	25.5%
51210 RETIREE HEALTH INS PLAN	14,247.00	14,247.00	13,707.15	4,177.36	.00	539.85	96.2%
51300 WORKERS COMPENSATION	184,702.00	184,702.00	61,567.36	15,391.84	.00	123,134.64	33.3%
51400 AUTO ALLOWANCE	4,200.00	4,200.00	1,338.47	484.62	.00	2,861.53	31.9%
52310 TRAINING-WORKSHOP-MTGS	30,000.00	30,000.00	2,388.32	.00	.00	27,611.68	8.0%
52340 MEMBERSHIPS	.00	.00	1,000.00	.00	.00	-1,000.00	100.0%
52400 MINOR EQUIPMENT	1,244,503.00	1,244,503.00	236,885.69	95.05	1,015,382.74	-7,765.43	100.6%
52900 MISC SUPPLIES	227,000.00	227,000.00	2,708.03	.00	2,255.50	222,036.47	2.2%

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FOR 2026 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53000 SOFTWARE EXPENSE	.00	.00	.00	.00	6,415.24	-6,415.24	100.0%
53001 SOFTWARE SUBSCRIPTION	5,036,390.00	5,036,390.00	1,679,351.20	28,192.76	1,177,721.25	2,179,317.55	56.7%
53020 INTERNAL PHOTOCOPING COSTS	18,746.00	18,746.00	181.32	.00	.00	18,564.68	1.0%
53200 PROF SERVICES - OTHER	4,219,344.00	4,219,344.00	419,809.60	114,457.07	1,145,015.64	2,654,518.76	37.1%
53290 OUTSIDE SERVICES	.00	.00	.00	.00	347,114.92	-347,114.92	100.0%
54070 INTERNET CHARGES	123,540.00	123,540.00	44,592.01	13,891.38	.00	78,947.99	36.1%
54080 TELEPHONE CHGS	637,259.00	637,259.00	128,994.25	39,195.67	11,570.96	496,693.79	22.1%
57000 RENTALS & LEASES	.00	.00	7,034.64	1,758.66	14,069.28	-21,103.92	100.0%
59300 LIABILITY INSURANCE CHGS	510,613.00	510,613.00	170,204.32	42,551.08	.00	340,408.68	33.3%
59500 FLEET EQUIP MAINT ISF CHG	4,774.00	4,774.00	933.74	191.16	.00	3,840.26	19.6%
59600 INDIRECT PRORATED CST CHG	376,136.00	376,136.00	125,378.64	31,344.66	.00	250,757.36	33.3%
59700 FACILITY CHG MAINTENANCE	193,009.00	193,009.00	64,336.32	16,084.08	.00	128,672.68	33.3%
59800 TRANSFERS OUT - CIP	.00	289,103.36	.00	.00	.00	289,103.36	.0%
TOTAL INFORMATION TECHNOLOGY I	20,407,130.00	20,696,233.36	4,882,590.42	1,026,422.10	3,719,545.53	12,094,097.41	41.6%
732 IT CAPITAL							
53200 PROF SERVICES - OTHER	.00	189,270.00	.00	.00	.00	189,270.00	.0%
56050 CAPEX - INFRASTRUCTURE	.00	99,833.36	.00	.00	.00	99,833.36	.0%
TOTAL IT CAPITAL	.00	289,103.36	.00	.00	.00	289,103.36	.0%
735 FACILITIES MAINTENANCE ISF							
50000 SALARIES - REGULAR	2,862,129.00	2,815,642.29	891,198.88	364,589.69	.00	1,924,443.41	31.7%
50100 SALARIES - TEMPORARY	32,000.00	32,000.00	8,953.46	2,323.00	.00	23,046.54	28.0%
50200 OVERTIME WAGES	80,000.00	80,000.00	16,757.35	5,312.61	.00	63,242.65	20.9%
51000 CALPERS PENSION NORMAL COS	285,354.00	281,024.27	73,724.48	29,245.10	.00	207,299.79	26.2%
51005 CALPERS PENS CARMAN NORMAL	.00	.00	166.21	.00	.00	-166.21	100.0%
51010 CALPERS PENSION UAL	434,627.00	434,627.00	144,875.68	36,218.92	.00	289,751.32	33.3%
51030 RETIREMENT ENHANCEMENT PLA	47,344.00	47,344.00	26,487.33	-54,964.37	.00	20,856.67	55.9%
51160 CITY PAID EMPLOYEE BENEFIT	821,357.00	813,096.02	228,197.98	82,622.02	.00	584,898.04	28.1%
51161 VAC/SICK ACCRUAL	61,965.00	61,965.00	20,065.88	7,187.48	.00	41,899.12	32.4%
51210 RETIREE HEALTH INS PLAN	23,314.00	23,314.00	10,433.78	2,511.79	.00	12,880.22	44.8%
51300 WORKERS COMPENSATION	181,157.00	181,157.00	60,385.68	15,096.42	.00	120,771.32	33.3%
51400 AUTO ALLOWANCE	210.00	210.00	66.95	24.24	.00	143.05	31.9%
52300 UNIFORMS	12,000.00	12,000.00	.00	.00	3,045.11	8,954.89	25.4%
52310 TRAINING-WORKSHOP-MTGS	5,000.00	5,000.00	700.00	.00	11,000.00	-6,700.00	234.0%
52400 MINOR EQUIPMENT	.00	.00	717.94	.00	5,000.00	-5,717.94	100.0%

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FOR 2026 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52600 SUPPLIES CUSTODIAL	80,000.00	80,000.00	10,522.91	4,868.25	41,727.09	27,750.00	65.3%
52610 SUPPLIES SAFETY	5,800.00	5,800.00	1,134.86	319.01	5,047.59	-382.45	106.6%
52900 MISC SUPPLIES	407,116.00	407,116.00	71,332.22	28,124.97	208,747.69	127,036.09	68.8%
53020 INTERNAL PHOTOCOPING COSTS	7,200.00	7,200.00	762.98	.00	.00	6,437.02	10.6%
53200 PROF SERVICES - OTHER	1,375,549.00	1,225,059.16	233,765.63	72,798.72	646,145.15	345,148.38	71.8%
54010 UTILITY EXPENSE-ELECTRIC	770,487.00	770,487.00	285,541.00	67,239.31	.00	484,946.00	37.1%
54020 UTILITY EXPENSE - GAS	65,945.00	65,945.00	21,239.45	8,363.95	.00	44,705.55	32.2%
54030 UTILITY EXPENSE- WASTEWATE	11,851.00	11,851.00	6,173.58	1,427.84	.00	5,677.42	52.1%
54040 UTILITY EXPENSE WATER	31,190.00	31,190.00	19,339.01	4,733.14	.00	11,850.99	62.0%
54050 UTIL EXP REFUSE AND DISPOS	87,000.00	87,000.00	31,907.07	4,914.84	.00	55,092.93	36.7%
54080 TELEPHONE CHGS	20,487.00	20,487.00	5,190.49	.00	.00	15,296.51	25.3%
56040 CAPEX - MACHINERY/EQUIP	.00	193,567.25	.00	.00	.00	193,567.25	.0%
57000 RENTALS & LEASES	185,000.00	201,000.00	67,686.48	17,424.25	121,936.50	11,377.02	94.3%
57110 TAXES AND FILING FEES	6,000.00	6,000.00	1,023.00	.00	.00	4,977.00	17.1%
59200 IT & DATA PROCESSING CHGS	412,300.00	412,300.00	137,433.32	34,358.33	.00	274,866.68	33.3%
59300 LIABILITY INSURANCE CHGS	229,283.00	229,283.00	76,427.68	19,106.92	.00	152,855.32	33.3%
59400 TELEPHONE CHGS HIPC	26,701.00	26,701.00	8,900.32	2,225.08	.00	17,800.68	33.3%
59500 FLEET EQUIP MAINT ISF CHG	76,581.00	76,581.00	39,356.84	9,706.03	.00	37,224.16	51.4%
59600 INDIRECT PRORATED CST CHG	309,328.00	309,328.00	103,109.32	25,777.33	.00	206,218.68	33.3%
59800 TRANSFERS OUT - CIP	1,200,000.00	2,250,000.00	.00	.00	.00	2,250,000.00	.0%
TOTAL FACILITIES MAINTENANCE I	10,154,275.00	11,204,274.99	2,603,577.76	791,554.87	1,042,649.13	7,558,048.10	32.5%
736 FACILITIES CAPITAL							
56050 CAPEX - INFRASTRUCTURE	1,200,000.00	1,200,000.00	.00	.00	.00	1,200,000.00	.0%
TOTAL FACILITIES CAPITAL	1,200,000.00	1,200,000.00	.00	.00	.00	1,200,000.00	.0%
741 FLEET SERVICES ISF							
50000 SALARIES - REGULAR	1,393,056.00	1,393,056.00	416,346.32	167,212.74	.00	976,709.68	29.9%
50100 SALARIES - TEMPORARY	35,000.00	35,000.00	23,004.17	8,829.00	.00	11,995.83	65.7%
50200 OVERTIME WAGES	25,000.00	25,000.00	11,304.63	4,543.44	.00	13,695.37	45.2%
51000 CALPERS PENSION NORMAL COS	138,888.00	138,888.00	39,406.21	14,486.02	.00	99,481.79	28.4%
51010 CALPERS PENSION UAL	190,996.00	190,996.00	63,665.32	15,916.33	.00	127,330.68	33.3%
51030 RETIREMENT ENHANCEMENT PLA	15,198.00	15,198.00	11,483.10	-26,132.76	.00	3,714.90	75.6%
51160 CITY PAID EMPLOYEE BENEFIT	321,937.00	321,937.00	88,546.51	32,346.30	.00	233,390.49	27.5%
51161 VAC/SICK ACCRUAL	30,160.00	30,160.00	9,658.01	3,588.19	.00	20,501.99	32.0%
51210 RETIREE HEALTH INS PLAN	22,018.00	22,018.00	8,487.75	1,881.90	.00	13,530.25	38.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51300 WORKERS COMPENSATION	78,679.00	78,679.00	26,226.32	6,556.58	.00	52,452.68	33.3%
51400 AUTO ALLOWANCE	210.00	210.00	66.95	24.24	.00	143.05	31.9%
51420 TOOL AND EQUIPMENT ALLOWAN	7,700.00	7,700.00	7,175.00	7,175.00	.00	525.00	93.2%
52000 POSTAGE	120.00	120.00	.00	.00	.00	120.00	.0%
52110 REPAIR PARTS	1,230,900.00	1,230,900.00	327,151.06	60,309.72	625,703.13	278,045.81	77.4%
52300 UNIFORMS	30,000.00	30,000.00	5,632.28	702.15	33,243.23	-8,875.51	129.6%
52310 TRAINING-WORKSHOP-MTGS	27,000.00	27,000.00	6,301.35	461.20	33,000.00	-12,301.35	145.6%
52400 MINOR EQUIPMENT	10,000.00	10,000.00	745.26	918.00	18,405.15	-9,150.41	191.5%
52900 MISC SUPPLIES	28,000.00	28,000.00	9,951.84	3,816.12	59,368.66	-41,320.50	247.6%
53000 SOFTWARE EXPENSE	48,000.00	48,000.00	4,748.00	.00	49,522.69	-6,270.69	113.1%
53020 INTERNAL PHOTOCOPING COSTS	1,400.00	1,400.00	167.49	.00	.00	1,232.51	12.0%
53200 PROF SERVICES - OTHER	684,725.00	684,725.00	155,567.64	58,991.37	360,244.69	168,912.67	75.3%
54080 TELEPHONE CHGS	5,716.00	5,716.00	1,197.70	.00	.00	4,518.30	21.0%
54090 UNLEADED FUEL	1,498,000.00	1,498,000.00	321,370.38	112,732.68	293,547.51	883,082.11	41.0%
54091 COMPRESSED NATURAL GAS	623,000.00	623,000.00	160,439.47	62,960.55	152,765.44	309,795.09	50.3%
54092 DIESEL FUEL	1,515,000.00	1,515,000.00	294,867.51	99,039.50	451,420.12	768,712.37	49.3%
55020 EQUIPMENT MAINTENANCE	18,000.00	18,000.00	1,390.51	1,390.51	18,609.49	-2,000.00	111.1%
55030 VEHICLE MAINTENANCE	778,000.00	778,000.00	203,318.04	71,991.52	747,255.16	-172,573.20	122.2%
55040 LUBRICANT	152,000.00	152,000.00	47,695.96	6,427.85	132,514.16	-28,210.12	118.6%
55050 TIRES	364,000.00	364,000.00	77,919.15	19,998.71	215,660.39	70,420.46	80.7%
56030 CAPEX - VEHICLES	102,000.00	102,000.00	.00	.00	.00	102,000.00	.0%
57000 RENTALS & LEASES	30,000.00	30,000.00	4,691.05	4,691.05	27,758.95	-2,450.00	108.2%
57110 TAXES AND FILING FEES	9,000.00	9,000.00	3,579.00	27.00	.00	5,421.00	39.8%
59200 IT & DATA PROCESSING CHGS	192,691.00	192,691.00	64,230.32	16,057.58	.00	128,460.68	33.3%
59300 LIABILITY INSURANCE CHGS	108,156.00	108,156.00	36,052.00	9,013.00	.00	72,104.00	33.3%
59400 TELEPHONE CHGS HIPC	10,331.00	10,331.00	3,443.68	860.92	.00	6,887.32	33.3%
59600 INDIRECT PRORATED CST CHG	372,099.00	372,099.00	124,033.00	31,008.25	.00	248,066.00	33.3%
59700 FACILITY CHG MAINTENANCE	446,781.00	446,781.00	148,927.00	37,231.75	.00	297,854.00	33.3%
TOTAL FLEET SERVICES ISF	10,543,761.00	10,543,761.00	2,708,789.98	835,056.41	3,219,018.77	4,615,952.25	56.2%
742 FLEET REPLACEMENT FUND							
56040 CAPEX - MACHINERY/EQUIP	.00	541,382.41	.00	.00	.00	541,382.41	.0%
57000 RENTALS & LEASES	.00	.00	.00	.00	216.51	-216.51	100.0%
59800 TRANSFERS OUT - CIP	.00	15,389.00	4,363.28	4,363.28	.00	11,025.72	28.4%
TOTAL FLEET REPLACEMENT FUND	.00	556,771.41	4,363.28	4,363.28	216.51	552,191.62	.8%
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	5,107,623.00	5,107,623.00	8,188.11	.00	.00	5,099,434.89	.2%
57510 INTEREST EXPENSE	2,225,324.00	2,225,324.00	445,469.04	444,750.00	.00	1,779,854.96	20.0%
TOTAL COFA DEBT SERVICE FUND	7,332,947.00	7,332,947.00	453,657.15	444,750.00	.00	6,879,289.85	6.2%
850 RIVERPARK JPA FUND							
53200 PROF SERVICES - OTHER	.00	191,094.00	.00	.00	.00	191,094.00	.0%
56020 CAPEX - IMPRV OTH. THN BLD	.00	577,001.96	.00	.00	.00	577,001.96	.0%
TOTAL RIVERPARK JPA FUND	.00	768,095.96	.00	.00	.00	768,095.96	.0%
996 GOVERNMENTAL DEBT SERVICE FUND							
60500 DEBT OFFSET	.00	.00	-805,000.00	-805,000.00	.00	805,000.00	100.0%
TOTAL GOVERNMENTAL DEBT SERVIC	.00	.00	-805,000.00	-805,000.00	.00	805,000.00	100.0%
GRAND TOTAL	782,268,747.00	**********	195,104,152.95	69,552,736.64	212,583,129.76	**********	26.6%

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

CITY OF OXNARD BALANCE SHEET REPORT
October 2025

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'101	'GENERAL FUND	0000	NO SUBFUND	'Asset	(7,195,422.60)	84,296,764.05
				'Fund Balance	7,146,536.90	(77,075,764.80)
				'Liability	48,885.70	(7,220,999.25)
'104	'HALF CENT SALES TAX - MEAS O	0000	NO SUBFUND	'Asset	1,223,932.36	35,727,332.24
				'Fund Balance	(1,204,502.54)	(34,146,608.36)
				'Liability	(19,429.82)	(1,580,723.88)
'105	'STREET MAINTENANCE (IUF) FUND	0000	NO SUBFUND	'Asset	(0.01)	15,835.50
				'Fund Balance	0.01	(15,835.49)
				'Liability	0.00	(0.01)
'114	'STORM WATER MANAGEMENT FUND	0000	NO SUBFUND	'Asset	(124,940.49)	498,222.62
				'Fund Balance	82,476.41	(495,727.19)
				'Liability	42,464.08	(2,495.43)
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	NO SUBFUND	'Asset	(1,968,945.56)	(1,636,106.84)
				'Fund Balance	1,968,945.56	1,635,142.59
				'Liability	0.00	964.25
'120	'MAINT ASSMNT DIST	0000	NO SUBFUND	'Asset	0.00	0.00
		2000	SPECIAL DISTRICTS ADMIN	'Asset	324,784.40	(210,191.37)
				'Fund Balance	(323,489.53)	213,495.58
				'Liability	(1,294.87)	(3,304.21)
		2030	LMD 03 - RIVER RIDGE	'Asset	5,608.48	87,368.44
				'Fund Balance	(6,039.02)	(85,776.62)
				'Liability	430.54	(1,591.82)
		2100	LMD 10 - COUNTRY CLUB	'Asset	(292.80)	21,035.02
				'Fund Balance	244.87	(20,857.71)
				'Liability	47.93	(177.31)
		2110	LMD 11 - ST. TROPAZ	'Asset	(200.55)	(891.53)
				'Fund Balance	200.55	891.53
		2120	LMD 12 - STANDARD PACIFIC	'Asset	(2,265.29)	31,567.74
				'Fund Balance	9,677.02	(23,758.55)
				'Liability	(7,411.73)	(7,809.19)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST					
		2130	**LMD 13 - LE VILLAGE**	'Asset	(2,791.73)	21,284.45
				'Fund Balance	(1,308.56)	(20,530.50)
				'Liability	4,100.29	(753.95)
		2140	**LMD 14 - CALIFORNIA COVE**	'Asset	(3,528.23)	40,848.60
				'Fund Balance	6,407.25	(36,927.35)
				'Liability	(2,879.02)	(3,921.25)
		2160	**LMD 16 - CALIFORNIA LIGHTHOUSE**	'Asset	(1,866.16)	7,449.56
				'Fund Balance	1,866.16	(6,069.68)
				'Liability	0.00	(1,379.88)
		2230	**LMD 23 - GREYSTONE**	'Asset	(824.38)	6,539.33
				'Fund Balance	1,365.92	(5,746.70)
				'Liability	(541.54)	(792.63)
		2240	**LMD 24 - VINEYARDS**	'Asset	(1,384.12)	23,713.65
				'Fund Balance	1,368.57	(23,135.72)
				'Liability	15.55	(577.93)
		2250	**LMD 25 - THE POINTE**	'Asset	(2,294.49)	17,988.75
				'Fund Balance	2,422.98	(17,166.41)
				'Liability	(128.49)	(822.34)
		2270	**LMD 27- ROSE ISLAND**	'Asset	(1,450.05)	15,072.37
				'Fund Balance	2,768.45	(12,841.33)
				'Liability	(1,318.40)	(2,231.04)
		2280	**LMD 28 - HARBORSIDE**	'Asset	(6,841.55)	62,659.96
				'Fund Balance	7,235.75	(60,151.80)
				'Liability	(394.20)	(2,508.16)
		2300	**LMD 30 - HAAS AUTOMATION**	'Asset	(6,621.64)	61,751.32
				'Fund Balance	6,621.64	(59,421.23)
				'Liability	0.00	(2,330.09)
		2310	**LMD 31 - RANCHO DE LA ROSA**	'Asset	(15,621.38)	40,151.92
				'Fund Balance	25,604.95	(23,720.92)
				'Liability	(9,983.57)	(16,431.00)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST					
		2320	**LMD 32 - OAK PARK**	'Asset	(3,497.58)	29,133.36
				'Fund Balance	2,782.58	(28,385.78)
				'Liability	715.00	(747.58)
		2330	**LMD 33 - EL PASEO**	'Asset	(6,486.66)	50,148.51
				'Fund Balance	7,261.66	(48,100.58)
				'Liability	(775.00)	(2,047.93)
		2340	**LMD 34 - SUNRISE PT/SUNSET CV**	'Asset	(9,457.55)	58,386.04
				'Fund Balance	8,697.55	(56,643.79)
				'Liability	760.00	(1,742.25)
		2360	**LMD 36 - V ST CRUZ/V CARMEL**	'Asset	(23,222.39)	110,966.84
				'Fund Balance	24,280.70	(100,437.02)
				'Liability	(1,058.31)	(10,529.82)
		2370	**LMD 37 - PACIFIC BREEZE**	'Asset	(5,796.08)	125,525.72
				'Fund Balance	5,887.07	(124,957.64)
				'Liability	(90.99)	(568.08)
		2380	**LMD 38 - ALDEA DEL MAR**	'Asset	(12,818.61)	59,370.02
				'Fund Balance	10,861.85	(56,374.53)
				'Liability	1,956.76	(2,995.49)
		2390	**LMD 39 - EL SUENO PROMESA**	'Asset	(11,933.90)	146,143.98
				'Fund Balance	21,542.10	(136,461.26)
				'Liability	(9,608.20)	(9,682.72)
		2391	**LMD 39- D.R. HORTON**	'Asset	(9,774.43)	39,295.21
				'Fund Balance	13,087.42	(35,956.53)
				'Liability	(3,312.99)	(3,338.68)
		2400	**LMD 40 - CANTADA**	'Asset	(6,957.20)	89,792.63
				'Fund Balance	10,227.20	(85,062.06)
				'Liability	(3,270.00)	(4,730.57)
		2410	**LMD 41 - PACIFIC COVE**	'Asset	86.36	32,928.15
				'Fund Balance	(86.36)	(32,665.57)
				'Liability	0.00	(262.58)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST					
		2420	**LMD 42 - CANTABRIA/CORONADO**	'Asset	(19,491.01)	176,777.21
				'Fund Balance	19,491.01	(171,422.70)
				'Liability	0.00	(5,354.51)
		2430	**LMD 43 - GREENBELT**	'Asset	(22,553.58)	119,656.04
				'Fund Balance	20,434.56	(116,642.67)
				'Liability	2,119.02	(3,013.37)
		2460	**LMD 46 - DAILY RANCH**	'Asset	(21,110.88)	56,657.59
				'Fund Balance	23,055.07	(47,011.57)
				'Liability	(1,944.19)	(9,646.02)
		2470	**LMD 47 - SYCAMORE PLACE**	'Asset	(5,157.62)	73,205.80
				'Fund Balance	5,157.62	(71,909.51)
				'Liability	0.00	(1,296.29)
		2490	**LMD 49 - CAMERON RANCH**	'Asset	(1,370.99)	(63,206.66)
				'Fund Balance	1,370.99	63,399.29
				'Liability	0.00	(192.63)
		2500	**LMD 50 - PV SENIOR HOUSING**	'Asset	(882.31)	36,611.15
				'Fund Balance	882.31	(36,271.59)
				'Liability	0.00	(339.56)
		2510	**LMD 51 - PFEILER**	'Asset	(14,601.87)	172,800.79
				'Fund Balance	15,170.01	(167,356.38)
				'Liability	(568.14)	(5,444.41)
		2520	**LMD 52 - WINGFIELD**	'Asset	(7,943.35)	195,110.27
				'Fund Balance	7,995.41	(194,862.31)
				'Liability	(52.06)	(247.96)
		2530	**LMD 53 - HUFF COURT**	'Asset	(423.41)	4,563.10
				'Fund Balance	873.41	(4,113.10)
				'Liability	(450.00)	(450.00)
		2540	**LMD 54 - MEADOWCREST**	'Asset	(339.98)	79,241.30
				'Fund Balance	365.21	(79,077.88)
				'Liability	(25.23)	(163.42)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST					
		2550	**LMD 55 - WINGFIELD WEST**	'Asset	(3,950.07)	32,132.31
				'Fund Balance	4,193.28	(30,660.77)
				'Liability	(243.21)	(1,471.54)
		2580	**LMD 58 - WESTWIND**	'Asset	(4,465.14)	70,398.17
				'Fund Balance	4,465.14	(69,672.03)
				'Liability	0.00	(726.14)
		2600	**LMD 60 - ARTISAN**	'Asset	(3,870.37)	33,439.66
				'Fund Balance	3,870.37	(32,434.44)
				'Liability	0.00	(1,005.22)
		3040	**LMD 04 - MNDLY BAY/BEACH MAIN**	'Asset	(3,719.40)	49,416.15
				'Fund Balance	4,373.97	(48,107.01)
				'Liability	(654.57)	(1,309.14)
		4010	**WATERWAYS 01- MANDALAY BAY**	'Asset	(33,949.01)	252,119.23
				'Fund Balance	41,730.61	(239,413.05)
				'Liability	(7,781.60)	(12,706.18)
		4020	**WATERWAYS 02- HARBOR ISLAND**	'Asset	10,870.92	(41,734.13)
				'Fund Balance	(10,870.92)	44,434.13
				'Liability	0.00	(2,700.00)
		6020	**CFD 02 - WESTPORT**	'Asset	(119,469.97)	1,197,380.63
				'Fund Balance	116,747.74	(1,178,351.68)
				'Liability	2,722.23	(19,028.95)
		6040	**CFD 04 - SEABRIDGE**	'Asset	(150,124.94)	3,624,713.34
				'Fund Balance	111,952.08	(3,614,581.46)
				'Liability	38,172.86	(10,131.88)
		6050	**CFD 05 - RIVERPARK**	'Asset	(307,849.59)	2,604,983.57
				'Fund Balance	297,662.61	(2,545,453.22)
				'Liability	10,186.98	(59,530.35)
		6060	**CFD 09 - NORTHSHORE MANDALAY**	'Asset	0.00	531,240.25
				'Fund Balance	0.00	(531,240.25)

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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	291,753.96	185,086.06
				'Fund Balance	(291,753.96)	(185,086.06)
		6080	CFD 08 - SAKIOKA FARMS	'Asset	(9,604.92)	489,266.00
				'Fund Balance	9,604.92	(489,266.00)
		6090	CFD 09 - NSHORE AT MANDALAY	'Asset	(9,634.08)	(14,607.11)
				'Fund Balance	9,634.08	14,607.11
'181	'STATE GAS TAX FUND	0000	NO SUBFUND	'Asset	148,158.55	38,140.53
				'Fund Balance	(105,678.85)	39,426.98
				'Liability	(42,479.70)	(77,567.51)
'182	'TRAFFIC SAFETY FUND	0000	NO SUBFUND	'Asset	(81,878.49)	(64,171.56)
				'Fund Balance	81,878.49	82,164.26
				'Liability	0.00	(17,992.70)
'185	'ROAD MAINT & REHAB ACT FUND	0000	NO SUBFUND	'Asset	(856,388.73)	6,274,101.06
				'Fund Balance	856,388.73	(6,274,101.06)
'191	'ASSET SEIZURE FUND - FED	0000	NO SUBFUND	'Asset	0.00	1,912,330.54
				'Fund Balance	0.00	(1,912,330.54)
'192	'ASSET SEIZURE FUND - STATE	0000	NO SUBFUND	'Asset	341.70	202,916.27
				'Fund Balance	(341.70)	(202,916.27)
'200	'FEDERAL GRANTS FUND	0000	NO SUBFUND	'Asset	165,618.30	2,893,332.39
				'Fund Balance	(146,664.28)	(131,305.20)
				'Liability	(18,954.02)	(2,762,027.19)
'201	'CDBG FUND	0000	NO SUBFUND	'Asset	643,403.03	5,694,348.76
				'Fund Balance	(612,493.03)	(945,850.12)
				'Liability	(30,910.00)	(4,748,498.64)
'202	'HOME FUND	0000	NO SUBFUND	'Asset	(14,635.48)	8,666,930.65
				'Fund Balance	6,780.48	(106,511.08)
				'Liability	7,855.00	(8,560,419.57)
'203	'EMERGENCY SHELTER FUND	0000	NO SUBFUND	'Asset	(1,331.79)	241,159.13
				'Fund Balance	1,331.79	(222,527.77)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'203	'EMERGENCY SHELTER FUND	0000	NO SUBFUND	'Liability	0.00	(18,631.36)
'204	'ARPA	0000	NO SUBFUND	'Asset	(252,826.92)	1,779,294.29
				'Fund Balance	955.57	273,993.74
				'Liability	251,871.35	(2,053,288.03)
'210	'STATE & LOCAL GRANTS FUND	0000	NO SUBFUND	'Asset	(7,160,202.19)	15,008,288.48
				'Fund Balance	7,482,000.42	6,920,741.06
				'Liability	(321,798.23)	(21,929,029.54)
'212	'TRANSPORT DEV ACT (TDA) FUND	0000	NO SUBFUND	'Asset	0.00	0.00
		9030	TDA ARTICLE 3	'Asset	(9,805.33)	160,188.94
				'Fund Balance	9,805.33	(158,082.28)
				'Liability	0.00	(2,106.66)
		9040	TDA ARTICLE 4	'Asset	(43,363.43)	1,621,396.45
				'Fund Balance	58,851.99	(40,296.44)
				'Liability	(15,488.56)	(1,581,100.01)
		9080	TDA ARTICLE 8A	'Asset	0.00	13,193.04
				'Fund Balance	0.00	(13,193.04)
'220	'STATE HOUSING (LHTFP) GRANT	0000	NO SUBFUND	'Asset	(3,915.00)	1,363,301.04
				'Fund Balance	1,080.00	(69,400.36)
				'Liability	2,835.00	(1,293,900.68)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	NO SUBFUND	'Asset	(769,637.00)	15,622.87
				'Fund Balance	769,637.00	(15,622.87)
'301	'CAPITAL OUTLAY FUND	0000	NO SUBFUND	'Asset	7,432,364.46	3,823,491.50
				'Fund Balance	(8,971,782.70)	(1,107,023.95)
				'Liability	1,539,418.24	(2,716,467.55)
'311	'PEG FEES FUND	0000	NO SUBFUND	'Asset	0.00	5,704,350.99
				'Fund Balance	0.00	(5,704,350.99)
'313	'2022 LEASE PURCH EQUIP FUND	0000	NO SUBFUND	'Asset	(129,179.96)	512,037.04
				'Fund Balance	129,179.96	(510,396.99)
				'Liability	0.00	(1,640.05)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'313	'2022 LEASE PURCH EQUIP FUND					
'314	**'2014 LEASE REV BOND FUND**	0000	**NO SUBFUND**	'Asset	(933,607.66)	1,043,199.16
				'Fund Balance	933,607.66	(1,043,199.16)
'315	**'2006 TAB HERO/SW/ORMOND FUND**	0000	**NO SUBFUND**	'Asset	(198,725.89)	29,587.68
				'Fund Balance	198,725.89	(29,587.68)
'316	**'2019A LEASE REV BOND FUND**	0000	**NO SUBFUND**	'Asset	0.00	0.32
				'Fund Balance	0.00	(0.32)
'320	**'LOST PUBLIC SECTOR REV FUND**	0000	**NO SUBFUND**	'Asset	(781,537.40)	25,767,347.34
				'Fund Balance	768,634.97	(25,762,146.11)
				'Liability	12,902.43	(5,201.23)
'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	(1,704.36)	2,160,261.71
				'Fund Balance	(3,489.91)	(2,160,261.71)
				'Liability	5,194.27	0.00
		8030	**STORM DRAIN FACILITY FEE**	'Asset	(795.75)	11,422,841.25
				'Fund Balance	795.75	(11,422,841.25)
		8040	**CIRCULATION SYS IMPROV FEES**	'Asset	(602,715.14)	25,751,754.69
				'Fund Balance	593,204.77	(25,751,625.62)
				'Liability	9,510.37	(129.07)
		8050	**CAP GROWTH FEES-RESIDENTIAL**	'Asset	(123,163.39)	1,728,216.59
				'Fund Balance	118,720.63	(1,728,216.59)
				'Liability	4,442.76	0.00
		8055	**MOBILITY FEE**	'Asset	1,676.91	720,998.83
				'Fund Balance	(1,676.91)	(720,998.83)
		8060	**CAP GROWTH FEES-NONRESIDENTIAL**	'Asset	(23,879.41)	3,312,841.40
				'Fund Balance	23,879.41	(3,312,841.40)
		8070	**UTILITY UNDERGROUNDING IN LIEU**	'Asset	780.23	1,964,582.95
				'Fund Balance	(989.58)	(1,964,582.95)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'350	'DEVELOPMENT IMPACT FEES FUND	8070	UTILITY UNDERGROUNDING IN LIEU	'Liability	209.35	0.00
		8080	PUBLIC ART PROGRAM FEE	'Asset	(112.67)	1,547,606.23
				'Fund Balance	112.67	(1,547,606.22)
				'Liability	0.00	(0.01)
'351	'QUIMBY FUND	8111	QUIMBY FEE - 5 POINTS NORTH	'Asset	0.00	1,406,973.77
				'Fund Balance	0.00	(1,406,973.77)
		8112	QUIMBY FEE - BRYCE CNYN SO	'Asset	0.00	5,200.46
				'Fund Balance	0.00	(5,200.46)
		8113	QUIMBY FEE - CABRILLO	'Asset	0.00	168,717.65
				'Fund Balance	0.00	(168,717.65)
		8114	QUIMBY FEE - CAL-GISLER	'Asset	0.00	1,231.00
				'Fund Balance	0.00	(1,231.00)
		8115	QUIMBY FEE - CARRIAGE SQUARE	'Asset	(17,756.18)	429,430.69
				'Fund Balance	17,756.18	(429,430.69)
		8116	QUIMBY FEE - CYPRESS	'Asset	0.00	42,339.91
				'Fund Balance	0.00	(42,339.91)
		8117	QUIMBY FEE - EAST VILLAGE	'Asset	0.00	739,450.71
				'Fund Balance	0.00	(739,450.71)
		8118	QUIMBY FEE - EL RIO	'Asset	0.00	15,583.86
				'Fund Balance	0.00	(15,583.86)
		8119	QUIMBY FEE - EL RIO WEST	'Asset	0.00	326,250.47
				'Fund Balance	0.00	(326,250.47)
		8120	QUIMBY FEE - FREMONT SOUTH	'Asset	0.00	269,025.59
				'Fund Balance	0.00	(269,025.59)
		8121	QUIMBY FEE - HOBSON PARK EAST	'Asset	0.00	479,427.80
				'Fund Balance	0.00	(479,427.80)
		8122	QUIMBY FEE - LA COLONIA	'Asset	(9,069.97)	64,826.12

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'351	'QUIMBY FUND	8122	QUIMBY FEE - LA COLONIA	'Fund Balance	9,069.97	(64,826.12)
		8123	QUIMBY FEE - MAR VISTA	'Asset	0.00	551,632.55
				'Fund Balance	0.00	(551,632.55)
		8124	QUIMBY FEE - MARINA WEST	'Asset	0.00	3,028.55
				'Fund Balance	0.00	(3,028.55)
		8125	QUIMBY FEE - ORCHARD	'Asset	0.00	228,594.41
				'Fund Balance	0.00	(228,594.41)
		8126	QUIMBY FEE - OXNARD DUNES	'Asset	0.00	717,318.28
				'Fund Balance	0.00	(717,318.28)
		8127	QUIMBY FEE - OXNARD SHORES	'Asset	0.00	99,483.58
				'Fund Balance	0.00	(99,483.58)
		8128	QUIMBY FEE - PACIFIC AVE CMCRL	'Asset	0.00	377,299.57
				'Fund Balance	0.00	(377,299.57)
		8129	QUIMBY FEE - RIO LINDO	'Asset	0.00	167,823.80
				'Fund Balance	0.00	(167,823.80)
		8130	QUIMBY FEE - ROSE PARK	'Asset	0.00	1,688.26
				'Fund Balance	0.00	(1,688.26)
		8131	QUIMBY FEE - SEA VIEW ESTATES	'Asset	0.00	2,327,897.08
				'Fund Balance	0.00	(2,327,897.08)
		8132	QUIMBY FEE - SOUTH BANK	'Asset	0.00	58,385.26
				'Fund Balance	0.00	(58,385.26)
		8133	QUIMBY FEE - SOUTHWIND	'Asset	0.00	171,432.06
				'Fund Balance	0.00	(171,432.06)
		8134	QUIMBY FEE - VIA MARINA	'Asset	0.00	1,633,942.87
				'Fund Balance	0.00	(1,633,942.87)
		8135	QUIMBY FEE - WILSON	'Asset	0.00	788,346.96
				'Fund Balance	0.00	(788,346.96)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'351	'QUIMBY FUND					
		8136	QUIMBY FEE - WINDSOR NORTH	'Asset	0.00	38,202.70
				'Fund Balance	0.00	(38,202.70)
'360	'OTH. DEVPT FEES FUND	7010	AIR POLLUTION BUYDOWN FEE	'Asset	(115,692.03)	251,501.55
				'Fund Balance	115,692.03	(251,501.55)
		7020	CUPA OPERATING PROGRAM	'Asset	(101,450.18)	2,485,328.89
				'Fund Balance	188,075.92	(2,398,632.88)
				'Liability	(86,625.74)	(86,696.01)
		7030	CUPA CAPITAL PROGRAM	'Asset	0.00	471,747.02
				'Fund Balance	0.00	(471,747.02)
		7040	AFFORDABLE RENTAL HOUSING	'Asset	0.00	1,433,593.92
				'Fund Balance	0.00	(133,593.92)
				'Liability	0.00	(1,300,000.00)
		7050	HOUSING IN LIEU - FEES	'Asset	(13,926.09)	14,439,412.55
				'Fund Balance	2,596.18	(2,236,456.78)
				'Liability	11,329.91	(12,202,955.77)
		7060	HOUSING IN LIEU - CITY	'Asset	0.00	1,124,075.12
				'Fund Balance	0.00	(474,075.12)
				'Liability	0.00	(650,000.00)
'420	'HOUSING SUC AGCY FUND	0000	NO SUBFUND	'Asset	(7,679.91)	36,148,127.56
				'Fund Balance	2,354.91	(2,714,865.52)
				'Liability	5,325.00	(33,433,262.04)
'429	'CDC SUCCESSOR AGENCY FUND	0000	NO SUBFUND	'Asset	(2,324,917.99)	6,646,766.77
				'Fund Balance	137,991.75	15,231,072.74
				'Liability	2,186,926.24	(21,877,839.51)
'481	'DOWNTOWN IMPROVEMENT DISTRICT	0000	NO SUBFUND	'Asset	(420.00)	4,657,620.45
				'Fund Balance	420.00	(4,597,620.44)
				'Liability	0.00	(60,000.01)
'500	'BOND ASSESSMENT DISTRICTS	5000	CFD 2000-3	'Asset	(341,225.91)	5,624,520.78
				'Fund Balance	(16,555.31)	(2,180,990.31)

CITY OF OXNARD BALANCE SHEET REPORT
October 2025

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'500	'BOND ASSESSMENT DISTRICTS	5000	CFD 2000-3	'Liability	357,781.22	(3,443,530.47)
		5050	ASSESSMENT DISTRICT 2000-1	'Asset	(1,132,871.66)	88,289.07
				'Fund Balance	(2,128.34)	(88,289.07)
				'Liability	1,135,000.00	0.00
		5060	RICE/101 INTER ASSESS DIST	'Asset	(580,370.56)	5,633,823.91
				'Fund Balance	(709.18)	(76,614.02)
				'Liability	581,079.74	(5,557,209.89)
		5070	CFD 03-SEABRIDGE BONDED	'Asset	(1,120,539.10)	17,061,634.34
				'Fund Balance	(9,460.90)	(426,634.34)
				'Liability	1,130,000.00	(16,635,000.00)
		5100	CFD-01 - WESTPORT BONDED	'Asset	(395,745.22)	5,450,725.51
				'Fund Balance	(3,195.23)	(269,760.12)
				'Liability	398,940.45	(5,180,965.39)
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	NO SUBFUND	'Asset	25,570.80	8,680,546.85
				'Fund Balance	48,403.85	(7,374,613.50)
				'Liability	(73,974.65)	(1,305,933.35)
'542	'PAYROLL CLEARING FUND	0000	NO SUBFUND	'Asset	245,456.46	1,823,395.63
				'Fund Balance	176,034.76	1,780,923.07
				'Liability	(421,491.22)	(3,604,318.70)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	NO SUBFUND	'Asset	80,564.55	1,027,338.35
				'Fund Balance	(80,477.14)	(332,152.53)
				'Liability	(87.41)	(695,185.82)
'551	'OPD PROPERTY ROOM FUND	0000	NO 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	NO SUBFUND	'Asset	6,051.36	189,854.80
				'Fund Balance	(6,051.36)	(189,854.80)
'571	'CONTRIBUTIONS TRUST FUND	0000	NO SUBFUND	'Asset	1,735.66	2,732,771.02
				'Fund Balance	(2,399.66)	(2,304,372.59)
				'Liability	664.00	(428,398.43)

CITY OF OXNARD BALANCE SHEET REPORT
October 2025

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'571	'CONTRIBUTIONS TRUST FUND					
'586	'ENHANCED RETIREMENT PLAN FUND	0000	NO SUBFUND	'Asset	0.00	129,412,913.00
				'Fund Balance	0.00	(129,412,913.00)
'601	'WATER OPERATING FUND	0000	NO SUBFUND	'Asset	2,007,024.22	309,163,686.00
				'Fund Balance	(1,096,255.47)	(136,826,286.50)
				'Liability	(910,768.75)	(172,337,399.50)
'602	'WATER CIP FUND	0000	NO SUBFUND	'Asset	194,196.14	1,271,683.84
				'Fund Balance	(346,286.32)	(7,316.50)
				'Liability	152,090.18	(1,264,367.34)
'603	'WATER DEVLPMT IMPACT FEES FUND	0000	NO SUBFUND	'Asset	(130,302.53)	21,546,864.86
				'Fund Balance	130,302.53	(21,546,864.86)
'605	'WATER CAP FACILITY FUND	0000	NO SUBFUND	'Asset	3,566.75	1,939,071.77
				'Fund Balance	(3,566.75)	(1,947,366.37)
				'Liability	0.00	8,294.60
'606	'WATER RESOURCE FEE FUND	0000	NO SUBFUND	'Asset	(129.75)	2,149,590.88
				'Fund Balance	129.75	(2,149,590.88)
'607	'WATER BONDS/WIFIA LOANS	0000	NO SUBFUND	'Fund Balance	0.00	149,428.25
				'Liability	0.00	(149,428.25)
'608	'WATER SECURITY-CONT PREV FUND	0000	NO SUBFUND	'Asset	50,536.20	301,791.45
				'Fund Balance	(50,536.20)	488,954.20
				'Liability	0.00	(790,745.65)
'609	'WATER BOND 2021A REV BOND FUND	0000	NO SUBFUND	'Asset	(53,827.00)	1,827,672.85
				'Fund Balance	53,827.00	(1,679,521.74)
				'Liability	0.00	(148,151.11)
'611	'WASTEWATER OPERATING FUND	0000	NO SUBFUND	'Asset	(569,892.74)	342,817,753.92
				'Fund Balance	270,139.56	(229,333,536.02)
				'Liability	299,753.18	(113,484,217.90)
'612	'WASTEWATER CIP FUND	0000	NO SUBFUND	'Asset	2,509,517.00	3,222,377.51
				'Fund Balance	(2,028,231.98)	(1,679.98)
				'Liability	(481,285.02)	(3,220,697.53)

CITY OF OXNARD BALANCE SHEET REPORT
October 2025

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'612	'WASTEWATER CIP FUND					
'613	'WASTEWATER CONNECTION FEE FUND	0000	NO SUBFUND	'Asset	44,456.94	19,104,335.70
				'Fund Balance	(44,456.94)	(19,104,335.70)
'617	'WASTEWATER BONDS/SRF LOANS	0000	NO SUBFUND	'Asset	(1,880,441.31)	(1,880,441.31)
				'Fund Balance	1,880,441.31	13,062,336.53
				'Liability	0.00	(11,181,895.22)
'628	'WASTEWATER SEC-CONT PREV FUND	0000	NO SUBFUND	'Asset	0.00	1,061,647.49
				'Fund Balance	0.00	(1,061,647.49)
'631	'SOLID WASTE OPERATING FUND	0000	NO SUBFUND	'Asset	455,330.35	64,728,055.97
				'Fund Balance	(377,225.46)	(22,259,389.98)
				'Liability	(78,104.89)	(42,468,665.99)
'632	'SOLID WASTE CIP FUND	0000	NO SUBFUND	'Asset	(78.36)	(2,338.50)
				'Fund Balance	78.36	2,338.50
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	NO SUBFUND	'Asset	752.14	1,019,365.63
				'Fund Balance	(752.14)	(1,019,365.63)
'638	'SOLID WASTE SEC - CONT PREV FU	0000	NO SUBFUND	'Asset	(20,956.72)	894,219.16
				'Fund Balance	4,635.09	(894,219.16)
				'Liability	16,321.63	0.00
'641	'PERFORMING ARTS CENTER FUND	0000	NO SUBFUND	'Asset	(3,022.48)	648,503.95
				'Fund Balance	25,616.33	(624,399.28)
				'Liability	(22,593.85)	(24,104.67)
'651	'GOLF COURSE OPERATING FUND	0000	NO SUBFUND	'Asset	355,291.38	49,485,784.44
				'Fund Balance	(855,830.90)	(49,390,689.34)
				'Liability	500,539.52	(95,095.10)
'652	'GOLF COURSE CIP FUND	0000	NO SUBFUND	'Fund Balance	0.00	0.00
'701	'PUBLIC LIAB & PROP INSUR ISF	0000	NO SUBFUND	'Asset	780,412.80	(1,380,263.49)
				'Fund Balance	(780,412.80)	13,348,780.12
				'Liability	0.00	(11,968,516.63)
'702	'WORKERS COMP INSUR ISF	0000	NO SUBFUND	'Asset	120,999.38	25,593,118.11

CITY OF OXNARD BALANCE SHEET REPORT

October 2025

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'702	'WORKERS COMP INSUR ISF	0000	NO SUBFUND	'Fund Balance	(220,629.14)	18,403,274.46
				'Liability	99,629.76	(43,996,392.57)
'725	'CUSTOMER BILLING OPS ISF	0000	NO SUBFUND	'Asset	3,741.94	2,961,443.32
				'Fund Balance	(9,796.02)	(370,048.61)
				'Liability	6,054.08	(2,591,394.71)
'731	'INFORMATION TECHNOLOGY ISF	0000	NO SUBFUND	'Asset	(245,477.31)	15,664,891.59
				'Fund Balance	(361,733.27)	(6,262,190.16)
				'Liability	607,210.58	(9,402,701.43)
'732	'IT CAPITAL	0000	NO SUBFUND	'Fund Balance	0.00	0.00
'735	'FACILITIES MAINTENANCE ISF	0000	NO SUBFUND	'Asset	(78,568.91)	5,780,719.79
				'Fund Balance	50,797.88	2,127,359.92
				'Liability	27,771.03	(7,908,079.71)
'736	'FACILITIES CAPITAL	0000	NO SUBFUND	'Fund Balance	0.00	0.00
'741	'FLEET SERVICES ISF	0000	NO SUBFUND	'Asset	(91,674.25)	2,079,940.79
				'Fund Balance	(20,382.98)	2,775,424.22
				'Liability	112,057.23	(4,855,365.01)
'742	'FLEET REPLACEMENT FUND	0000	NO SUBFUND	'Asset	(4,363.28)	575,863.77
				'Fund Balance	4,363.28	(575,863.77)
'801	'COFA DEBT SERVICE FUND	0000	NO SUBFUND	'Asset	568.01	6,410.25
				'Fund Balance	(568.01)	(6,410.25)
'850	'RIVERPARK JPA FUND	0000	NO SUBFUND	'Asset	0.00	861,660.79
				'Fund Balance	0.00	(861,660.79)
'991	'GOVERNMENTAL CAPITAL ASSETS FD	0000	NO SUBFUND	'Asset	0.00	2,153,681,632.67
				'Fund Balance	0.00	(1,863,431,304.91)
				'Liability	0.00	(290,250,327.76)
'996	'GOVERNMENTAL DEBT SERVICE FUND	0000	NO SUBFUND	'Asset	0.00	19,395,072.74
				'Fund Balance	(805,000.00)	62,379,628.81
				'Liability	805,000.00	(81,774,701.55)

CITY OF OXNARD BALANCE SHEET REPORT

October 2025

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'999	**'TREASURY FUND**	0000	**NO SUBFUND**	'Asset	(9,214,702.93)	448,510,616.13
				'Liability	9,214,702.93	(448,510,616.13)
(blank)	**(blank)**	(blank)	**(blank)**	(blank)		
			#N/A	(blank)		
Grand Total					**0.00**	**(0.00)**

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Update on Financial Corrective Action Plan (FCAP).

RECOMMENDATION

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

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee. Staff is available for any questions.)

BACKGROUND

The City's annual audit for FY 2014-15 produced 111 single-audit findings. These findings primarily concerned the City's policies and procedures (or lack thereof) for accounting and financial management. Between fiscal year 2016 through the fiscal year ended June 30, 2018, the City's annual audits continued to identify new findings in the double digits. For FY 2019-20, there was one additional audit finding, for Information Technology General Controls, which was communicated to City Council via a separate confidential written report due to its sensitive nature. For FY 2020-21, there was one new finding for accounting and financial management, but only two earlier audit findings remained unresolved, and there were no material weaknesses. For FY 2021-22, there were no new findings for accounting and financial management; only two prior findings remained unresolved. FY 2021-22 was the third year in a row where the City had no material weaknesses. For FY 2022-23, there were no new findings for accounting and financial management (for the second year in a row); only one prior finding remained unresolved. For FY 2023-24, the single audit identified four new compliance findings for accounting and financial management: two findings that are significant deficiencies in internal control over major federal programs and two findings related to noncompliance with grant requirements. The one prior finding remains unresolved. FY 2023-24 was the fifth year in a row where the City had no material weaknesses. Below is a table summarizing audit finding history.

History of Findings by Fiscal Year	A # of New Findings	B # of Repeat Findings	C=(A+B) + Prior Year C Total # of Findings
FY 2014-15	111	0	111
FY 2015-16	5	0	116
FY 2016-17	10	9	135
FY 2017-18	24	13	172
FY 2018-19	8	3	183
FY 2019-20	1	0	184
FY 2020-21	1	1	186
FY 2021-22	0	0	186
FY 2022-23	0	0	186
FY 2023-24	4	0	190

In order to correct the various accounting and financial management audit findings, the City was required to produce a Financial Corrective Action Plan, or FCAP. This plan, updated annually, addresses all unresolved findings, and the steps and timeline to correct them. Staff created a detailed audit scorecard, and began presenting it to the Finance & Governance Committee, and to City Council, every six months. During the December 10, 2024 FCAP Update to the Finance & Governance Committee, the Finance Department proposed that the FCAP Update change from twice a year to once a year. However, since the FY 2023-24 Single Audit identified four new grant compliance findings, the Finance Department will continue providing this update twice a year.

DISCUSSION

As reported in our last update to the Finance and Governance Committee in April 2025 (and in May 2025 to City Council), the City's Fiscal Year 2023-24 Single Audit identified four new grant compliance findings, only one prior finding remained outstanding and the City has had no material weaknesses for the past five years.

Two grant compliance findings are significant deficiencies in internal control over major federal programs and two findings are related to noncompliance with grant requirements. For finding rating definitions, please see table below.

The Housing Department continues to make progress on the corrective actions for the significant deficiencies that were identified related to the Housing Department's compliance with Community Development Block Grants/Entitlement Grants (CDBG) requirements: (1) lack of appropriate controls over program income and (2) lack of appropriate controls over grant reporting.

The Fire Department has implemented the corrective actions for the two findings of noncompliance related to the Fire Department's compliance with Staffing for Adequate Fire and Emergency Response Grants (SAFER) requirements: (1) delays in grant reporting and (2) instances of lack of supervisor timesheet approval.

The City continues to make progress on the corrective actions for the remaining finding related to the Information Technology General Controls and the City Council continues to receive updates on the IT General Controls finding through separate confidential reports.

The audit of the City's Fiscal Year 2024-25 financial statements is currently being conducted by the City's independent auditors, Macias Gini & O'Connell LLP (MGO), and following the completion of its audit, the Single Audit will begin in January 2026. During the next FCAP Update (approximately six months from now), the City expects to have the results of MGO's financial statement audit and any testing on the implemented corrective actions.

Finding Rating	Definition
Material Weakness	A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.
Significant Deficiency	A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.
Non-compliance	Non-compliance refers to an organization's failure to adhere to applicable laws, regulations, and program requirements related to federal awards, as outlined in the Uniform Guidance.
Best Practice	A best practice refers to matters that are opportunities for strengthening internal controls and/or operating efficiency.

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

As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee. Staff is available for any questions.

Please click HERE to view the Measure M pre-recorded presentation video.

Prepared by: Jennifer Hiraoka, Senior Manager Internal Controls

ATTACHMENTS

1. Update on the Financial Corrective Action Plan (FCAP) for Closing Past Audit Findings Presentation-Council

UPDATE ON THE FINANCIAL CORRECTIVE ACTION PLAN (FCAP) FOR CLOSING PAST AUDIT FINDINGS

Presentation to City Council

Jennifer Hiraoka, Senior Manager Internal Controls

December 16, 2025

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

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

AGENDA

- Status of Financial Corrective Action Plan
- Continued progress

Complete – Auditors have tested and determined that corrective action for the finding has been effectively implemented

To Be Tested – Policies and Procedures (P&P) approved (if applicable), training completed and corrective action ready for auditors to test during the next single audit

P&P Draft – P&P drafted but not yet approved by CFO and/or training not yet provided.

In Progress – Staff has taken steps towards implementation, but not yet drafted P&P or completed training

Not Started – Staff has not initiated mitigations, implemented resolutions or provided training

Passed/No Longer Required – Staff disagrees with the finding and/or auditors have determined corrective action is no longer required

2024 CORRECTIVE ACTION PLAN STATUS AS REPORTED IN APRIL 2025

FINDINGS STATUS (2015-2024) (as of April '25)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	Non-Compliance	Best Practice	TOTAL
TOTAL Findings	**72**	**80**	**19**	**19**	**190**
Repeat Findings	*(7)*	*(12)*	*(4)*	*(4)*	*(27)*
TOTAL Unique Findings	**65**	**68**	**15**	**15**	**163**
COMPLETE	63	62	7	12	144
Passed / No Longer Required	2	3	6	3	14
TO BE TESTED	0	0	0	0	0
P&P DRAFT	0	0	0	0	0
IN PROGRESS	0	1	2	0	3
NOT STARTED	0	2	0	0	2
TOTAL Unresolved Findings	**0**	**3**	**2**	**0**	**5**

FY 2024 SINGLE AUDIT RESULTED IN NO MATERIAL WEAKNESSES!
Fifth year in a row!

Four (4) Findings Identified During FY 24 Single Audit:

Two Significant Deficiencies -

- Lack of appropriate controls over program income - Community Development Block Grants/Entitlement Grants [Housing Department] – In Progress
- Lack of appropriate controls over grant reporting - Community Development Block Grants/Entitlement Grants [Housing Department] – In Progress

Two Noncompliance –

- Delays in grant reporting - Staffing for Adequate Fire and Emergency Response (SAFER) Grants [Fire Department] – To Be Tested
- Instances of lack of supervisor timesheet approval - Staffing for Adequate Fire and Emergency Response (SAFER) Grants [Fire Department] – To Be Tested

REMAINING AUDIT FINDINGS

Prior Audit Finding:

- Information Technology (IT) General Controls [IT Department] – City Council continues to receive updates via separate confidential reports – In Progress

CORRECTIVE ACTION PLAN STATUS THROUGH NOVEMBER 2025

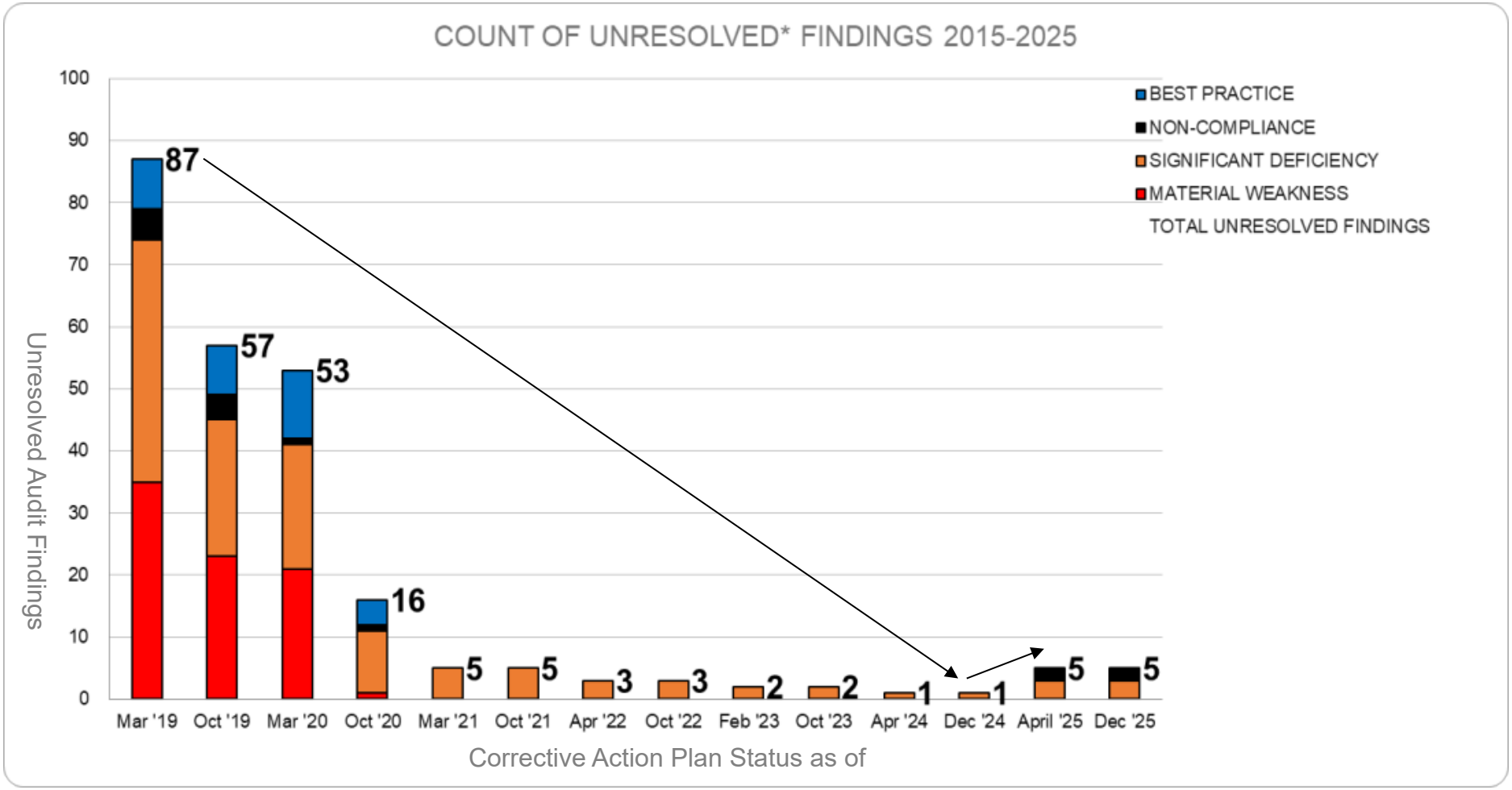
FINDINGS STATUS (2015-2024) (as of Nov '25)	MATERIAL WEAKNESS	SIGNIFICANT DEFICIENCY	Non-Compliance	Best Practice	TOTAL
TOTAL Findings	**72**	**80**	**19**	**19**	**190**
Repeat Findings	*(7)*	*(12)*	*(4)*	*(4)*	*(27)*
TOTAL Unique Findings	**65**	**68**	**15**	**15**	**163**
COMPLETE	63	62	7	12	144
Passed / No Longer Required	2	3	6	3	14
TO BE TESTED	0	0	2	0	2
P&P DRAFT	0	0	0	0	0
IN PROGRESS	0	3	0	0	3
NOT STARTED	0	0	0	0	0
TOTAL Unresolved Findings	**0**	**3**	**2**	**0**	**5**

- Corrective Actions for the two findings of noncompliance related to Staffing for Adequate Fire and Emergency Response Grants (SAFER) are ready *to be tested*
- Corrective Actions for the two significant deficiencies related to Community Development Block Grants/Entitlement Grants (CDBG) are *in progress*

AUDIT FINDING RATING DEFINITIONS

Finding Rating	Definition
Material Weakness	A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.
Significant Deficiency	A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that *is less severe than a material weakness in internal control over compliance*, yet important enough to merit attention by those charged with governance.
Non-compliance	Non-compliance refers to an organization's failure to adhere to applicable laws, regulations, and program requirements related to federal awards, as outlined in the Uniform Guidance.
Best Practice	A best practice refers to matters that are opportunities for strengthening internal controls and/or operating efficiency.

COMPLIANCE IMPROVEMENT



*Includes all unique findings excluding “Complete” or “Passed/No Longer Required” status

PROGRESS CONTINUES

- Going forward –
  - MGO to test the corrective action implementations for the two findings of noncompliance related to Staffing for Adequate Fire and Emergency Response Grants (SAFER)
  - Implementation of Corrective Action Plans for the two significant deficiencies related to Community Development Block Grants/Entitlement Grants (CDBG)
    - Lack of appropriate controls over program income –
      - Policies and procedures finalized – December 31, 2025
      - New policies and procedures implemented - February 15, 2026
    - Lack of appropriate controls over grant reporting –
      - Policies and procedures finalized – December 4, 2025
      - New policies and procedures implemented - June 30, 2026*
  - Next update in early 2026

*Revised implementation date reflects a delay in the HUD grant awards process due to a backlog resulting from the federal shutdown

CITY OF OXNARD CALIFORNIA

Questions?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Annual Developer Fee Report (AB1600).

RECOMMENDATION

That the City Council receive and file the AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees for the fiscal year and five years ending June 30, 2025.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee. Staff is available for any questions.)

BACKGROUND

Development Impact Fees (DIFs) are a monetary exaction, other than a tax or special assessment, which is charged by a local governmental agency to an applicant in connection with approval of a development project. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The Mitigation Fee Act (Act), commonly known as Assembly Bill 1600 (AB1600), was adopted by the state of California in 1987 and created Section 66000 et. Seq. of the Government Code. AB1600 was enacted to ensure that new development mitigates its impact on the City's infrastructure.

AB1600 requires that agencies report annually on the fees collected and the use of those fees. The specific requirements are:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected, and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.
    a. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted
    b. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan

8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects
    a. For any refunds made, the number of persons or entities identified to receive those refunds

DISCUSSION

The City Council last approved the required annual report on the City's development impact fees on December 13, 2024 for the fiscal year ended June 30, 2024. The City has contracted with Harris & Associates, Inc. to prepare the required AB1600 Report for the fiscal year ended June 30, 2025. The attached report (Attachment 1) provides all the required information as noted in the Background section above for the fiscal year ended June 30, 2025.

The City's Affordable Housing and utility undergrounding In-Lieu fees are also included in this report. These are fees that developers may elect to pay in lieu of building the required inclusionary units or undergrounding their fronting utilities.

Improvements to the City's infrastructure are identified to meet current needs and to accommodate future growth. The governing document identifying these improvements may be the Capital Improvement Program (CIP), an Environmental Impact Report, a master plan, or a specific City Council action. The City recently adopted the 2025-2029 CIP plan, which has also influenced the projects identified in the report.

New development that benefits from a particular improvement pays its pro rata share of that improvement. Usually, the pro rata share (fee) collected does not fully fund the infrastructure, so other City resources are included. When an improvement benefiting a property has been constructed by the City, the new development's pro rata share (fee) reimburses the City. If a developer has constructed an improvement, they receive reimbursement from fees collected by the City from other developments that contributed to the fee program that infrastructure is a part of. For relevant projects, the attached report shows how much of the project is funded with fees. The dates of the improvements are dependent upon the rate of development and the collection of sufficient revenues to complete the improvements.

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

As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee. Staff is available for any questions.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. FY 24-25 AB1600 Report
2. AB1600 Council FY 24-25 Presentation

AB1600 Annual Report for Development Impact and In-Lieu Fees

City of Oxnard



For the Fiscal Year Ending June 30, 2025

Prepared by:

Harris & Associates

101 Progress, Suite 250 | Irvine, CA | 92618

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Executive Summary

Development Impact Fees (DIFs) are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their Development Impact Fee (DIF) program in accordance with California Assembly Bill 1600 (AB1600). This report will serve as the City of Oxnard's (City) AB1600 report for the fiscal year starting July 1, 2024, and ending June 30, 2025 (FY 24-25). This report also includes the City's In-Lieu Fees that developers may choose to pay in lieu of mitigating their impacts through construction.

The City's AB1600 five-year report was completed in FY 22-23 for the fiscal year starting July 1, 2018, and ending June 30, 2023. The next five-year report will be completed with the AB1600 Report for FY 27-28 and will cover July 1, 2023 to June 30, 2028.

The fees for Parks and Recreation, Storm Drain, Traffic Circulation, Growth Requirement Capital (Residential and Non-Residential), Public Art Program, Utility Undergrounding In-Lieu, and Affordable Housing In-Lieu were updated on May 19, 2020, by Resolution 15,329 adopting the City of Oxnard Development Impact Fee Nexus Study (April 2020) and Resolution 15,330 adopting the Affordable Housing In Lieu Fee Nexus Study (April 2020). To assist developers with adjusting to the new rates, Council adopted a phased in approach based upon level of fee increase and comparison with surrounding jurisdiction DIFs. The updated fees became effective July 18, 2020, and are adjusted annually using the June Engineering News Record (ENR) Construction Cost Increase (CCI) for the Los Angeles region. The Water Resource Development, Water Capital Facility, and Wastewater Collection Connection & Treatment Fee are not included in the annual escalation of the fees. The City is currently updating their DIFs and anticipates adoption of the updated Nexus Study in 2026.

The City of Oxnard currently collects the DIFs and In-Lieu fees listed in the table below.

Fee	Fund Number
Parks and Recreation Fee	350-8020
Storm Drain Facility Fee	350-8030
Traffic Circulation Fee	350-8040
Growth Requirement Capital Fee (Residential & Non-Residential)	350-8050 & 350-8060
Mobility Fee	350-8055
Art in Public Places Fee	350-8080
Water Resource Development Fee	603
Water Capital Facility Charge	605
Wastewater Collection Connection & Treatment Fee	613
Affordable Housing In-Lieu Fee	360-7050
Utility Undergrounding In-Lieu Fee	350-8070

Section 1 – Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), commonly known as the Mitigation Fee Act, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 requires the City to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

On October 11, 2023, California Governor Gavin Newsom signed into law AB516 which amended certain portions of the Mitigation Fee Act related to the annual and five-year reporting requirements. Under AB516, Requirements 6 and 8 have been expanded to include:

6a. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted

6b. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable

8a. For any refunds made, the number of persons or entities identified to receive those refunds

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identification of the purpose to which the fees are to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identification of all sources and amounts of funding anticipated to complete financing for incomplete improvements identified as part of the City's annual report
4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than fifteen (15) days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for FY 24-25. The City previously completed a five-year report in FY 22-23.

Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any transfers, loans, or refunds are also identified.

Fund 350-8020: Park and Recreation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City requires that all new residential development pay a one-time Park and Recreation Fee per residential unit to fund the construction of new parks and/or to add additional amenities at the City's existing parks that increase capacity of the park. The Park and Recreation Fee was established by Ordinances 1421, 1448, 1696, 1949, and 2031 and was updated in 2020 via Resolution 15,329.



Requirement 2. Amount of the fee.

The Park and Recreation Fee for FY 24-25 is summarized in **Table 1**.

Table 1: Park and Recreation Fee

Land Use	Fee as of July 18, 2023	Fee as of July 18, 2024
Residential *(per DU)*		
Single Family	$7,784.82	$7,855.43
Multi Family	$5,147.58	$5,194.27
Non-Residential		
All Non-Residential	Exempt	Exempt

Requirement 3. Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the Park and Recreation Fee for FY 24-25.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 2 summarizes the fees collected and the interest earned for the Park and Recreation Fee during FY 24-25.

Table 2: Park and Recreation Fee Fund Summary

Fund No. 350-8020	
Park and Recreation Fee	
Beginning Fund Balance as of July 1, 2024	**$1,839,556.34**
Revenues	
Fees Collected	$204,973.32
Interest Earned	$60,827.78
Fair Market Value Adjustment	$34,559.86
Other Revenues	$0.00
Total Revenues	**$300,360.96**
Expenses	
Project Expenses	$0.00
Developer Reimbursement	$0.00
Indirect Charges[1]	($891.00)
Total Expenses	**($891.00)**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$2,139,026.30**

1) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 3 displays the expenditures on Park and Recreation Fee projects for FY 24-25.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 3 outlines the planned projects for the Park and Recreation Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City's Capital Improvement Plan (CIP) budget team is aware of the additional funds available for Park and Recreation projects and are in the process of identifying further applicable projects.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. Any new or expanded facilities identified will be incorporated into future updates to the Nexus Study and corresponding fee program, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 3: Park and Recreation Fee Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report) [2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C9001	Cabrillo Neighborhood Park	$ 161,045.00	$ 16,837.00	$ -	$ -	$ 16,837.00	10%	FY 27-28	n/a	n/a
C9401	Citywide Park Improvement Program	$ 322,292.00	$ 277,421.00	$ 43,546.70	$ -	$ 233,874.30	86%	FY 27-28	In Progress	n/a
C2104	Campus Park Activation[3]	$ 10,250,000.00	$ 1,750,000.00	$ -	$ -	$ 1,750,000.00	17%	FY 24-25	FY 25-26	Construction Delay
C2249	Skatepark in Colonia	$ 4,800,000.00	$ 100,000.00	$ -	$ -	$ 100,000.00	2%	FY 24-25	FY 25-26	Construction Delay
-	Indirect Charges[4]	n/a	n/a	n/a	$ 891.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$ 15,533,337.00**	**$ 2,144,258.00**	**$ 43,546.70**	**$ 891.00**	**$ 2,100,711.30**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds and staff resources.

3) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

4) Indirect Charges include central services expenses related to administering the fee program.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 24-25.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 24-25.

Fund 350-8030: Storm Drain Facility Fee

Requirement 1. Brief description of the type of fee in the account or fund**.**

The City imposes a fee on new development based upon their prorated share of the cost of constructing the improvements identified in the City's Drainage Master Plan. The City's Storm Drain Facility Fees were adopted with Ordinance 2258 and Resolution 10274 and were updated as part of the 2020 DIF update via Resolution 15,329.



Requirement 2. Amount of the fee.

The Storm Drain Facility Fee for FY 24-25 is summarized in **Table 4**.

Table 4: Storm Drain Facility Fee

Land Use	Fee as of July 18, 2023	Fee as of July 18, 2024
Residential *(per gross Acre)*		
Single Family	$23,670	$23,885
Multi Family	$32,547	$32,843
Non-Residential *(per gross Acre)*		
All Non-Residential	$32,547	$32,843

Requirement 3. Beginning and ending balance in the account or fund.

Table 5 summarizes the beginning and ending fund balances for the Storm Drain Facility Fee for FY 24-25.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 5 summarizes the fees collected and the interest earned for the Storm Drain Facility Fee during FY 24-25.

Table 5: Storm Drain Facility Fee Fund Summary

Fund No. 350-8030	
Storm Drain Facility Fee	
Beginning Fund Balance as of July 1, 2024	**$10,750,310.30**
Revenues	
Fees Collected	$111,514.47
Interest Earned	$319,109.44
Fair Market Value Adjustment	$260,803.83
Other Revenues	$0.00
Total Revenues	**$691,427.74**
Expenses	
Project Expenses	$0.00
Developer Reimbursement	$0.00
Indirect Charges[1]	($6,676.00)
Total Expenses	**($6,676.00)**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$11,435,062.04**

1) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 6 summarizes the expenditures this past year on storm drain projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 6 summarizes the planned projects for the Storm Drain Facility Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City's CIP budget team is aware of the additional funds available for Storm Drain projects and are identifying eligible projects to be incorporated in the future CIP budget.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. The City is currently preparing an update to its Development Impact Fee Nexus Study, with anticipated adoption in 2026. This update will include a CIP identifying the facilities necessary to serve new development through the planning horizon. As the City continues to evaluate its facility needs through ongoing CIP updates, any new or expanded facilities identified will be incorporated into the 2026 Nexus Study update and future fee program revisions, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 6: Storm Drain Facility Fee Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2406	Storm Drain Improvements Citywide[3]	$ 10,650,000.00	$ 10,650,000.00	$ -	$ -	$ 10,650,000.00	100%	FY 27-28	n/a	n/a
C2534	Butler Road Stormdrain Improvements Project	$ 750,000.00	$ 750,000.00	$ -	$ -	$ 750,000.00	100%	FY 27-28	n/a	n/a
C2535	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Project[4]	$ 1,500,000.00	$ -	$ -	$ -	$ -	0%	FY 26-27	n/a	n/a
-	Indirect Charges[5]	n/a	n/a	n/a	$ 6,676.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$ 12,900,000.00**	**$ 11,400,000.00**	**$ -**	**$ 6,676.00**	**$ 11,400,000.00**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

4) This project was included in the previous annual report. During a midcycle update to the CIP, the funding source for this project was changed to the General Fund.

5) Indirect Charges include central services expenses related to administering the fee program.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 24-25.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 24-25.

Fund 350-8040: Traffic Circulation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City charges a Traffic Circulation Fee on all new development and redevelopment in the City that generates additional vehicular trips above what can be reasonably associated with the current use of the property. The fee is used to construct improvements to the circulation system. The City's Traffic Circulation Fee (Formerly Circulation System Improvement Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890 and was updated and renamed to the Traffic Circulation Fee during the 2020 DIF update via Resolution 15,329.

Requirement 2. Amount of the fee.

The Traffic Circulation Fees for FY 24-25 are summarized in **Table 7**.

Table 7: Traffic Circulation Fee

Land Use	Fee as of July 18, 2023	Fee as of July 18, 2024
Residential *(per DU)*		
Single Family	$12,156.29	$12,266.55
Mobile Home	$6,438.39	$6,496.79
Low-Rise Multi Family	$9,424.89	$9,510.37
Mid-Rise Multi Family	$7,005.83	$7,069.37
High-Rise Multi Family	$5,730.34	$5,782.32
Senior Housing	$5,150.46	$5,197.18
Commercial *(per 1,000 SF)*		
Office	$12,542.05	$12,655.81
Medical Office	$7,533.44	$7,601.77
General Commercial (C2)	$8,163.09	$8,237.13
Light Industrial	$6,386.13	$6,444.05
Warehouse	$2,239.87	$2,260.19
New Car Sales	$7,661.61	$7,731.10
Church	$5,124.33	$5,170.81
Restaurant	$24,272.76	$24,492.92
Fast Food w/ Drive Thru	$127,351.74	$128,506.84
Fueling Station w/ Car Wash		
Self Service Car Wash *(per Stall)*	$33,788.49	$34,094.96
Gas Station *(per fueling station)*	$51,123.99	$51,587.69
Hotel/Motel *(per Room)*		
All Hotel/Motel	$6,271.65	$6,328.53
Other *(per Average Daily Trip)*		
Other Uses Not Noted	$1,287.93	$1,299.61

Requirement 3. Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the Traffic Circulation Fee for FY 24-25.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 8 summarizes the fees collected and the interest earned for the Traffic Circulation Fee during FY 24-25.

Table 8: Traffic Circulation Fee Fund Summary

Fund No. 350-8040	
Traffic Circulation Fee	
Beginning Fund Balance as of July 1, 2024	**$20,669,317.79**
Revenues	
Fees Collected	$1,121,243.93
Interest Earned	$631,265.06
Fair Market Value Adjustment	$461,850.08
Other Revenues	$0.00
Total Revenues	**$2,214,359.07**
Expenses	
Project Expenses	($448,442.83)
Developer Reimbursement	$0.00
Indirect Charges[1]	($10,677.00)
Total Expenses	**($459,119.83)**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$22,424,557.03**

1) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 9 summarizes the expenditures this past year on Traffic Circulation Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 9 outlines the planned projects for the Traffic Circulation Fee projects and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City's CIP budget team is aware of the additional funds available for Traffic Circulation projects and are in the process of identifying further applicable projects.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. The City is currently preparing an update to its Development Impact Fee Nexus Study, with anticipated adoption in 2026. This update will include a CIP identifying the facilities necessary to serve new development through the planning horizon. As the City continues to evaluate its facility needs through ongoing CIP updates, any new or expanded facilities identified will be incorporated into the 2026 Nexus Study update and future fee program revisions, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 9: Traffic Circulation Fee Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee [2]	Approx. Construction Start Date (from FY23-24 Report) [3]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C1301	Rice Avenue & Fifth Street Railroad Grade Separation	$ 114,260,096.00	$ 1,731,096.00	$ 799,271.93	$ 27,133.98	$ 904,690.09	1.52%	In Progress	n/a	n/a
C1302	Bike Facilities NE Plan	$ 1,825,745.42	$ 627,906.42	$ -	$ 3,558.89	$ 624,347.53	34.39%	n/a	In Progress	New Project
C1703	Oxnard Boulevard & Saviers Road Signal Improvements	$ 3,208,956.00	$ 726,565.65	$ 726,565.65	$ -	$ -	22.64%	In Progress	Complete	n/a
C1801	Oxnard Boulevard Bicycle Facilities Installation	$ 2,747,978.04	$ 708,828.72	$ 43,808.22	$ 29,611.97	$ 635,408.53	25.79%	In Progress	n/a	n/a
C1808	Traffic Signal Modifications	$ 3,869,273.00	$ 25,034.64	$ 25,034.64	$ -	$ -	0.65%	Complete	Complete	Complete
C2003	Adaptive Traffic Signal	$ 1,852,000.23	$ 1,852,000.23	$ 1,044,276.05	$ 171,577.21	$ 636,146.97	100.00%	In Progress	n/a	n/a
C2005	Etting Road Bike & Pedestrian Facilities	$ 3,130,369.00	$ 411,147.00	$ 388,528.18	$ 22,618.82	$ -	13.13%	In Progress	n/a	n/a
C2006	Traffic Signal Modernization	$ 4,375,408.68	$ 2,375,408.68	$ 629,548.33	$ 70,525.13	$ 1,675,335.22	54.29%	In Progress	n/a	n/a
C2206	Citywide Intersection Improvement	$ 4,200,000.00	$ 297,500.00	$ -	$ -	$ 297,500.00	7.08%	n/a	FY 25-26	New Project
C2208	Five Points Intersection Traffic Signal Modernization[4,5]	$ 350,000.00	$ -	$ -	$ -	$ -	0.00%	n/a	n/a	n/a
C2304	Five Points Intersection Modernization	$ 250,000.00	$ 250,000.00	$ -	$ -	$ 250,000.00	100%	FY 28-30	n/a	n/a
C2213	US 101 Del Norte Interchange Upgrade[6]	$ 10,250,000.00	$10,250,000.00	$ -	$ -	$ 10,250,000.00	100.00%	FY 28-29	n/a	n/a
C2415	Downtown Bus Stop Improvements	$ 175,835.00	$ 175,835.00	$ 34,897.50	$ 123,416.83	$ 17,520.67	100.00%	In Progress	n/a	n/a
C2416	Traffic Circulation Improvements Fee Study[5]	$ 866,460.00	$ -	$ -	$ -	$ -	0.00%	FY 27-28	n/a	n/a
M2208	Traffic Signal Timing[5]	$ 750,000.00	$ -	$ -	$ -	$ -	0.00%	FY 27-28	n/a	n/a
-	Indirect Charges[7]	n/a	n/a	n/a	$ 10,677.00	n/a	n/a			
	TOTAL PROJECT EXPENSES	$ 152,112,121.37	$19,431,322.34	$ 3,691,930.50	$ 459,119.83	$ 15,290,949.01				
n/a	Developer Reimbursement[8]	$ 2,645,000.00	$ 2,645,000.00	$ -	$ -	$ 2,645,000.00	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$ 154,757,121.37**	**$ 22,076,322.34**	**$ 3,691,930.50**	**$ 459,119.83**	**$ 17,935,949.01**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) During a midcycle update to the CIP, this project was merged with Project No. C2304.

5) This project was included in the previous annual report. During a midcycle update to the CIP, the funding source for this project was changed.

6) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

7) Indirect Charges include central services expenses related to administering the fee program.

8) The City has budgeted to reimburse developers for the construction of Riverpark, Del Sol High School, Sakioka Tract 5996 Phase 1 and 2, Pleasant Valley Plaza, Wagon Wheel, and other improvements.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 24-25.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 24-25.

Funds 350-8050 & 350-8060: Growth Requirement Capital Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City's Growth Requirement Capital Fee funds general governmental facilities such as Fire and Police Stations, City Hall, Corporation Yards, and Recreation Facilities. The fee was created with Ordinance 2258 and Resolutions 10275, 10996, and 12975, and updated as part of the 2020 DIF update via Resolution 15,329. The fee is collected based on additional covered space created by any new development. There are two separate funds for this fee - Fund 355 for residential fees and Fund 356 for non-residential fees.



Requirement 2. Amount of the fee.

The Growth Requirement Capital Fee for FY 24-25 is summarized in **Table 10**.

Table 10: Growth Requirement Capital Fee

Land Use	Fee as of July 18, 2023	Fee as of July 18, 2024
Residential (Fund 350-8050)		
Single Family *(per DU)*	$6,658.23	$6,718.62
Multi Family *(per DU)*	$4,402.83	$4,442.76
Non-Residential (Fund 350-8060)		
Retail *(per 1,000 building SF)*	$2,246.50	$2,266.87
Office *(per 1,000 building SF)*	$2,681.77	$2,706.10
Industrial *(per 1,000 building SF)*	$1,061.45	$1,071.08
Hotel *(per Room)*	$671.28	$677.37

Requirement 3. Beginning and ending balance in the account or fund.

Table 11 and **Table 12** summarize the beginning and ending fund balances for the Growth Requirement Capital Fee for FY 24-25. **Table 11** summarizes the residential fee and **Table 12** summarizes the non-residential fee.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 11 and **Table 12** summarize the fees collected and the interest earned for the Growth Requirement Capital Fee during FY 24-25. **Table 11** summarizes the residential fee and **Table 12** summarizes the non-residential fee.

Table 11: Growth Requirement Capital Fee (Residential) Fund Summary

Fund 350-8050	
Growth Requirement Capital Fee (Residential)	
Beginning Fund Balance as of July 1, 2024	**$2,108,904.35**
Revenues	
Fees Collected	$173,744.23
Interest Earned	$59,952.61
Fair Market Value Adjustment	$50,895.25
Other Revenues	$0.00
Total Revenues	**$284,592.09**
Expenses	
Project Expenses	($155,385.63)
Developer Reimbursement	$0.00
Indirect Charges[1]	($1,853.00)
Total Expenses	**($157,238.63)**
Transfers In	**$0.00**
Transfers Out[2]	**($401,981.26)**
Ending Balance as of June 30, 2025	**$1,834,276.55**

1) Indirect Charges include central services expenses related to administering the fee program.
2) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.

Table 12: Growth Requirement Capital Fee (Non-Residential) Fund Summary

Fund 350-8060	
Growth Requirement Capital Fee (Non-Residential)	
Beginning Fund Balance as of July 1, 2024	**$2,592,292.05**
Revenues	
Fees Collected	$167,169.71
Interest Earned	$77,866.35
Fair Market Value Adjustment	$64,011.60
Other Revenues	$0.00
Total Revenues	**$309,047.66**
Expenses	
Project Expenses	$0.00
Developer Reimbursement	$0.00
Indirect Charges[1]	($1,518.00)
Total Expenses	**($1,518.00)**
Transfers In	**$0.00**
Transfers Out[2]	**($133,993.76)**
Ending Balance as of June 30, 2025	**$2,765,827.95**

1) Indirect Charges include central services expenses related to administering the fee program.
2) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 13 and **Table 14** summarize the expenditures this past year on Growth Requirement Capital Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 13 and **Table 14** outline the planned projects for the Growth Requirement Capital Fees and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. The City is currently preparing an update to its Development Impact Fee Nexus Study, with anticipated adoption in 2026. This update will include a CIP identifying the facilities necessary to serve new development through the planning horizon. As the City continues to evaluate its facility needs through ongoing CIP updates, any new or expanded facilities identified will be incorporated into the 2026 Nexus Study update and future fee program revisions, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 13: Growth Requirement Capital Fee (Residential) Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C1702	Fire Station 4 Rebuild Design[3]	$ 3,750,000.00	$1,224,724.00	$298,808.12	$ 155,385.63	$ 770,530.25	32.66%	In Progress	n/a	n/a
C2255	Fire Station 2,3,5 Architecture/Design	$ 3,550,000.00	$ 550,000.00	$180,720.00	$ -	$ 369,280.00	15.49%	In Progress	n/a	n/a
-	Professional Services/Contract[4]	n/a	n/a	$ 234,343.25	$ -	$ -	n/a	n/a	n/a	n/a
-	Indirect Charges[5]	n/a	n/a	n/a	$ 1,853.00	$ -	n/a	n/a	n/a	n/a
	TOTAL PROJECT EXPENSES	$ 7,300,000.00	$1,774,724.00	$713,871.37	$ 157,238.63	$1,139,810.25				
-	Bond Payments - Civic Center Phase 2[6]	n/a	n/a	n/a	$ 401,981.26	$2,840,618.25	25.50%	n/a	n/a	n/a
	GRAND TOTAL	**$ 7,300,000.00**	**$ 1,774,724.00**	**$ 713,871.37**	**$ 559,219.89**	**$3,980,428.50**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

4) Charges related to consulting services for development impact fee reporting requirements.

5) Indirect Charges include central services expenses related to administering the fee program.

6) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Note: Small variances may appear due to rounding.

Table 14: Growth Requirement Capital Fee (Non-Residential) Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C1702	Fire Station 4 Rebuild Design[3]	$ 3,550,000.00	$ 2,803,555.00	$ -	$ -	$ 2,803,555.00	78.97%	In Progress	n/a	n/a
-	Indirect Charges[4]	n/a	n/a	n/a	$ 1,518.00	n/a	n/a	n/a	n/a	n/a
	TOTAL PROJECT EXPENSES	$ 3,550,000.00	$ 2,803,555.00	$ -	$ 1,518.00	$ 2,803,555.00				
-	Bond Payments - Civic Center Phase 2[5]	n/a	n/a	n/a	$ 133,993.76	$ 946,872.75	8.50%	n/a	n/a	n/a
	GRAND TOTAL	**$ 3,550,000.00**	**$ 2,803,555.00**	**$ -**	**$ 135,511.76**	**$ 3,750,427.75**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

4) Indirect Charges include central services expenses related to administering the fee program.

5) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Fund 350-8050 had a transfer of $401,981.26 for the debt service payment on the Variable Rate Demand Lease Revenue Refunding Bonds related to the Downtown Civic Center. Fund 350-8060 had a transfer of $133,993.76 for debt service payment on the same bonds.

The Variable Rate Demand Lease Revenue Refunding Bonds (Civic Center Phase 2 Project), Series 2006 were issued on December 1, 2006 for $24,205,000 to finance the acquisition, construction, and improvement of certain public facilities constituting the Civic Center Phase 2 Project. This debt was refunded on April 30, 2018 as part of the Lease Revenue Refunding Bonds Series 2018. The outstanding balance as of June 30, 2025 is $17,790,000. The impact fee funds 21.29% (or 34% of 62.63% portion of the bond repayment), which means there is an outstanding balance of $3,787,491.00 allocated to impact fee funds. The impact fee debt service payment is split 75% from Fund 350-8050 and 25% from Fund 350-8060. This means there is an outstanding obligation of $2,840,618.25 for Fund 350-8050 and $946,872.75 for Fund 350-8060. The payments on these bonds constitute the City's obligations that exist through the maturity date of the bonds on June 1, 2036.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 24-25.

Fund 350-8055: Mobility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Mobility Fee covers the cost to mitigate the effects of new development on the City's mobility facilities including sidewalks, bike lanes, pedestrian bridges, and other similar facilities that are necessary to improve connectivity within the City, improve bicycle and pedestrian safety, improve bicycle and pedestrian access to public transportation stops and stations, and increase bicycle mode sharing. This fee was created in the 2020 update by Resolution 15,329.



Requirement 2. Amount of the fee.

The Mobility Fee for FY 24-25 is summarized in **Table 15.**

Table 15: Mobility Fee

Land Use	Fee as of July 18, 2023	Fee as of July 18, 2024
Residential *(per DU)*		
Single Family	$3,780.53	$3,814.82
Multi Family	$2,499.20	$2,521.87
Non-Residential *(per 1,000 SF)*		
Retail	$1,275.76	$1,287.33
Office	$1,521.79	$1,535.59
Industrial	$539.92	$544.81
Hotel *(per Room)*	$380.72	$384.18

Requirement 3. Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the Mobility Fee for FY 24-25.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 16 summarizes the fees collected and the interest earned for the Mobility Fee for FY 24-25.

Table 16: Mobility Fee Fund Summary

Fund 350-8055	
Mobility Fee	
Beginning Fund Balance as of July 1, 2024	**$1,286,756.77**
Revenues	
Fees Collected	$169,713.77
Interest Earned	$23,340.23
Fair Market Value Adjustment	$32,520.29
Other Revenues	$0.00
Total Revenues	**$225,574.29**
Expenses	
Project Expenses	($989,389.01)
Developer Reimbursement	$0.00
Indirect Charges[1]	($492.00)
Total Expenses	**($989,881.01)**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$522,450.05**

1) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 17 summarizes the expenditures this past year on Mobility Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 17 outlines the planned projects for the Mobility Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. The City is currently preparing an update to its Development Impact Fee Nexus Study, with anticipated adoption in 2026. This update will include a CIP identifying the facilities necessary to serve new development through the planning horizon. As the City continues to evaluate its facility needs through ongoing CIP updates, any new or expanded facilities identified will be incorporated into the 2026 Nexus Study update and future fee program revisions, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 17: Mobility Fee Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2212	Safe Route Safety Enhancements	$ 4,872,137.00	$ 855,000.00	$ -	$ 855,000.00	$ -	17.55%	In Progress	n/a	n/a
C1601	Cloyne St. Bike & Pedestrian Improvements	$ 567,337.89	$ 392,337.89	$ -	$ 134,389.01	$ 257,948.88	69.15%	n/a	In Progress	New Project
n/a	Wooley Road Pedestrian Improvements[3]	$ 2,400,000.00	$ 2,400,000.00	$ -	$ -	$ 2,400,000.00	100%	FY 27-28	n/a	n/a
n/a	Pedestrian Bridge Improvements at Channel Islands Bridge[3,4]	$ 18,000,000.00	$ 250,000.00	$ -	$ -	$ 250,000.00	1.39%	FY 28-29	n/a	n/a
C2502	Bard Road Corridor	$ 2,062,980.00	$ 77,570.00	$ -	$ -	$ 77,570.00	3.76%	n/a	FY 27-28	New Project
C2503	Ventura Road Corridor[5]	$ 821,100.00	$ -	$ -	$ -	$ -	0.00%	n/a	FY 26-27	New Project
C2204	4th Street Mobility	$ 1,054,152.00	$ 74,152.00	$ -	$ -	$ 74,152.00	7.03%	n/a	FY 25-26	New Project
-	Indirect Charges[6]	n/a	n/a	n/a	$ 492.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$ 29,777,706.89**	**$ 4,049,059.89**	**$ -**	**$ 989,389.01**	**$ 3,059,670.88**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project is identified in the City of Oxnard 2022-2027 Capital Improvement Program as unfunded but qualifies for funding from the Mobility Fee Fund.

4) Approximate Construction Start Date is FY28-29 due to NEPA and right-of-way requirements for grant funding.

5) DIF funds have not yet been budgeted for this project. The project is included in this table because it is currently earmarked as a potential use of DIF funds.

6) Indirect Charges include central services expenses related to administering the fee program.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 24-25.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 24-25.

Fund 350-8080: Public Art Program Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Public Art Program Fee is based on Resolutions No. 9813, 12290, 13013, 13736, and 14124 and was updated as part of 2020 DIF update via Resolution 15,329. The purpose of the program is to install works of art in conjunction with new development in locations accessible to the public. This fee is designed to enhance the City's appearance and mitigate certain effects of development projects. All new development projects pay this fee.



Requirement 2. Amount of the fee.

The Public Art Program Fee for FY 24-25 is summarized in **Table 18**.

Table 18: Public Art Program Fee

Land Use	Fee as of July 18, 2023	Fee as of July 18, 2024
All New Development *(per building SF)*	$0.33	$0.33

Requirement 3. Beginning and ending balance in the account or fund.

Table 19 summarizes the beginning and ending fund balances for the Public Art Program Fee for FY 24-25.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 19 summarizes the fees collected and the interest earned for the Public Art Program Fee during FY 24-25.

Table 19: Public Art Program Fee Fund Summary

Fund 350-8080	
Public Art Program Fee	
Beginning Fund Balance as of July 1, 2024	**$1,260,384.52**
Revenues	
Donations & Contributions	$78,731.66
Interest Earned	$0.00
Fair Market Value Adjustment	$0.00
Other Revenues	$0.00
Total Revenues	**$78,731.66**
Expenses	
Project Expenses	$0.00
Developer Reimbursement	$0.00
Indirect Charges[1]	($940.00)
Total Expenses	**($940.00)**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$1,338,176.18**

1) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 20 summarizes the expenditures this past year on Public Art Program Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 20 outlines planned future expenditures for Public Art Program Fee projects and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City's CIP budget team is aware of the additional funds available for Public Art projects and are in the process of identifying further applicable projects. Public Art projects require advanced planning time as it involves multiple stakeholders and evolving design processes.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. The City is currently preparing an update to its Development Impact Fee Nexus Study, with anticipated adoption in 2026. This update will include a CIP identifying the facilities necessary to serve new development through the planning horizon. As the City continues to evaluate its facility needs through ongoing CIP updates, any new or expanded facilities identified will be incorporated into the 2026 Nexus Study update and future fee program revisions, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 20: Public Art Program Fee Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report) [2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
M1802	Downtown Mural Program	$ 90,000.00	$ 45,000.00	$ 44,698.47	$ -	$ 301.53	50%	In Progress	FY 25-26	CA Arts Commission Project Research
n/a	Oxnard Sculptures Program	$250,000.00	$ 250,000.00	$ -	$ -	$250,000.00	100%	In Progress	FY 26-27	CA Arts Commission Project Research
n/a	Citywide Mural Program	$200,000.00	$ 200,000.00	$ -	$ -	$200,000.00	100%	In Progress	FY 26-27	CA Arts Commission Project Research
n/a	Crosswalk Art	$200,000.00	$ 200,000.00	$ -	$ -	$200,000.00	100%	FY 24-25	FY 25-26	Partnering with Street Improvements for locations
n/a	Civic Center Murals	$200,000.00	$ 200,000.00	$ -	$ -	$200,000.00	100%	n/a	FY 25-26	CA Arts Commission Project Research
-	Indirect Charges[3]	n/a	n/a	n/a	$ 940.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$ 940,000.00**	**$ 895,000.00**	**$ 44,698.47**	**$ 940.00**	**$ 850,301.53**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include central services expenses related to administering the fee program.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 24-25.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 24-25.

Funds 603 & 605: Water Resource Development Fee & Capital Facility Charge

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Water Resource Development Fee and Capital Facility Charge for new, expanded, or additional service connections based on the diameter of the meter installation directly related to the volume of water required for the new, expanded, or additional service connection. The Water Resource Development Fee and Capital Facility Charge are collected under two separate funds, Fund 603 for Water Resource Development Fee and Fund 605 for Capital Facility Charge.



The Water Resource Development Fee pays for the development of new water resources, such as recycled water, to offset demand by new customers, and water conservation projects, reducing water demand. The Water Resource Development Fee was adopted by Ordinance 2624 and is consistent with the requirement of Government Code Sections 54999 through 54999.6.

The Water Capital Facility Charge pays for master-planned capacity improvements to the City's water system, such as the addition of new production, treatment, storage, transmission, and distribution facilities. The Water Capital Facility Charge was adopted by Resolution 9717.

Requirement 2. Amount of the fee.

The Water Resource Development Fee and Capital Facility Charge for FY 24-25 are summarized in **Table 21**. These fees are not adjusted on an annual basis with the City's other DIFs.

Table 21: Water Resource Development Fee and Capital Facility Charge

Water Meter Size	Water Resource Development Fee	Capital Facility Charge	Total Fee
3/4"	$2,792	$341	$3,133
1"	$5,583	$682	$6,265
1 1/2 "	$8,375	$1,023	$9,398
2"	$13,958	$1,706	$15,664
3"	$30,708	$3,752	$34,460
4"	$47,458	$5,799	$53,257
6"	$92,125	$11,257	$103,382
8"	$147,958	$18,080	$166,038
10"	$315,457	$38,548	$354,005
12"	$502,498	$61,404	$563,902

Requirement 3. Beginning and ending balance in the account or fund.

Table 22 and **Table 23** summarize the beginning and ending fund balances for the Water Resource Development Fee and Capital Facility Charge for FY 24-25.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 22 and **Table 23** summarize the fees collected and the interest earned for the Water Resource Development Fee and Capital Facility Charge during FY 24-25.

Table 22: Water Resource Development Fee Fund Summary

Fund 603	
Water Resource Development Fee	
Beginning Fund Balance as of July 1, 2024	**$20,443,785.14**
Revenues	
Fees Collected	$360,121.18
Interest Earned	$606,192.52
Fair Market Value Adjustment	$487,863.62
Other Revenues	$0.00
Total Revenues	**$1,454,177.32**
Expenses	
Project Expenses	($274,910.95)
Developer Reimbursement	$0.00
Indirect Charges[1]	($11,342.00)
Total Expenses	**($286,252.95)**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$21,611,709.51**

1) Indirect Charges include central services expenses related to administering the fee program.

Table 23: Water Capital Facility Charge Fund Summary

Fund 605	
Water Capital Facility Charge	
Beginning Fund Balance as of July 1, 2024	**$1,798,273.93**
Revenues	
Fees Collected	$42,830.00
Interest Earned	$53,861.35
Fair Market Value Adjustment	$42,209.70
Other Revenues	$0.00
Total Revenues	**$138,901.05**
Expenses	
Project Expenses	$0.00
Developer Reimbursement	$0.00
Indirect Charges[1]	($1,622.00)
Total Expenses	**($1,622.00)**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$1,935,552.98**

1) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 24 and **Table 25** summarize the expenditure for this past year for the Water Resource Development Fee and Capital Facility Charge.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 24 and **Table 25** outline the planned future projects for the Water Resource Development Fee and Capital Facility Charge and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City's CIP budget team is aware of the additional funds available for Water Resource projects and are in the process of identifying further applicable projects.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. The City is currently preparing an update to its Development Impact Fee Nexus Study, with anticipated adoption in 2026. This update will include a CIP identifying the facilities necessary to serve new development through the planning horizon. As the City continues to evaluate its facility needs through ongoing CIP updates, any new or expanded facilities identified will be incorporated into the 2026 Nexus Study update and future fee program revisions, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 24: Water Resource Development Fee Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee[2]	Approx. Construction Start Date (from FY23-24 Report)[3]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C1001	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II[4]	$ 29,973,996.00	$ 10,473,996.00	$1,371,662.18	$ -	$ -	34.94%	Complete	n/a	n/a
C1101	Great ASR Wells	$ 2,574,419.00	$ 643,271.00	$ 631,361.15	$ -	$ 11,909.85	24.99%	In Progress	In Progress	n/a
C2023	Recycled Water AWPF Improvements and Expansion	$ 39,000,000.00	$ 6,000,000.00	$ -	$274,910.95	$ 5,725,089.05	15.38%	FY 28-29	n/a	n/a
C2551	Recycled Water: Aquifer Storage and Recover (ASR) / Injection Well Field	$ 1,500,000.00	$ 1,500,000.00	$ -	$ -	$ 1,500,000.00	100.00%	FY 28-29	n/a	n/a
C2021	ASR Completion	$ 11,902,348.51	$ 4,500,000.00	$ -	$ -	$ 4,500,000.00	37.81%	n/a	In Progress	Additional Contigency to complete Project No. C1001
-	Indirect Charges[5]	n/a	n/a	n/a	$ 11,342.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$ 84,950,763.51**	**$ 23,117,267.00**	**$2,003,023.33**	**$ 286,252.95**	**$ 11,736,998.90**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) This project was expanded after this phase was completed. The remaining budget was moved to Project No. C2021 for additional contingency.

5) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Table 25: Water Capital Facility Charge Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee[2]	Approx. Construction Start Date (from FY23-24 Report)[3]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2308	Recycled Water: AWPF Storage Construction	$ 6,000,000.00	$ 3,000,000.00	$ -	$ -	$ 3,000,000.00	50%	FY 27-28	FY 27-28	n/a
n/a	Aquifer Storage and Recovery (ASR) Wells Construction	$ 31,350,000.00	$ 15,675,000.00	$ -	$ -	$15,675,000.00	50%	FY 27-28	FY 27-28	n/a
C2113	Recycled Water Feature Campus Park	$ 400,000.00	$ 400,000.00	$ -	$ -	$ 400,000.00	100%	FY 27-28	n/a	n/a
C2406	Storm Drain Improvements Citywide	$ 1,150,000.00	$ 1,150,000.00	$ -	$ -	$ 1,150,000.00	100%	n/a	FY 26-27	New Project
-	Indirect Charges[4]	n/a	n/a	n/a	$ 1,622.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$ 38,900,000.00**	**$ 20,225,000.00**	**$ -**	**$ 1,622.00**	**$20,225,000.00**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan**.**

There were no transfers or loans from these funds in FY 24-25.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 24-25.

Fund 613: Wastewater Collection Connection & Treatment Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Wastewater Collection Connection and Treatment Fee for new, expanded, or additional service connections. The City imposes fees based on new development's prorated share of the cost of constructing the improvements identified in the City's Master Plans for Wastewater Treatment and Conveyance. The current Wastewater Fees were adopted by Ordinance 2709. The City previously collected two separate fees, the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee, in Fund 613 and Fund 623 respectively. As of FY 23-24, these two funds have been combined into one fund for both fees.

Requirement 2. Amount of the fee.

The Wastewater Collection Connection & Treatment Fee for FY 24-25 are summarized in **Table 26**. These fees are not adjusted on an annual basis with the City's other DIFs.

Table 26: Wastewater Collection Connection & Treatment Fee

Land Use	Wastewater Collection Connection Fee	Wastewater Treatment Connection Fee	Total Fee
Residential			
Single Family	$1,458.00	$3,798.00	$5,256.00
Apartment[1]	$1,060.36	$2,762.18	$3,822.54
Mobile Home[1]	$839.45	$2,186.73	$3,026.18
Non-Residential			
Non-Formula Commercial/Industrial	$1,458.00	$4,078.80	$5,536.80
Commercial Laundry	$1,458.00	$4,539.00	$5,997.00
Restaurants/Food Preparation	$1,458.00	$7,092.20	$8,550.20
Formula Industrial User	$1,458.00	$7,279.40	$8,737.40

1) Special formulas are used for mobile homes and apartment developments that can be served by a single meter. These formulas can be found in the City's most recently published Fee Schedule.

Requirement 3. Beginning and ending balance in the account or fund.

Table 27 summarizes the beginning and ending fund balances for the Wastewater Collection Connection & Treatment Fee for FY 24-25.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 27 summarizes the fees collected and the interest earned for the Wastewater Collection Connection & Treatment Fee FY 24-25.

Table 27: Wastewater Collection Connection & Treatment Fee Fund Summary

Fund 613	
Wastewater Collection Connection & Treatment Fee	
Beginning Fund Balance as of July 1, 2024	**$17,179,331.10**
Revenues	
Fees Collected	$670,445.06
Interest Earned	$504,369.42
Fair Market Value Adjustment	$361,368.00
Other Revenues	$0.00
Total Revenues	**$1,536,182.48**
Expenses	
Project Expenses	$0.00
Developer Reimbursement	$0.00
Indirect Charges[1]	($9,369.00)
Total Expenses	**($9,369.00)**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$18,706,144.58**

1) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 28 summarizes the expenditures for this past year for the Wastewater Collection Connection & Treatment Fee.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 28 outlines the planned projects for the Wastewater Collection Connection & Treatment Fee and the anticipated construction start date for each. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City's CIP budget team is aware of the additional funds available for Wastewater Collection projects and are in the process of identifying further applicable projects.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. The City is currently preparing an update to its Development Impact Fee Nexus Study, with anticipated adoption in 2026. This update will include a CIP identifying the facilities necessary to serve new development through the planning horizon. As the City continues to evaluate its facility needs through ongoing CIP updates, any new or expanded facilities identified will be incorporated into the 2026 Nexus Study update and future fee program revisions, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 28: Wastewater Collection Connection & Treatment Fee Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee[2]	Approx. Construction Start Date (from FY23-24 Report)[3]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2236	Wastewater OWTP: Maintenance, Office Building, Machine Shop and Storage[4]	$ 26,750,000.00	$ 18,650,000.00	$ -	$ -	$18,650,000.00	70%	FY 25-26	n/a	n/a
M0801	Septic Conversion Loan Program	$ 109,967.00	$ 109,967.00	$ 57,799.00	$ -	$ 52,168.00	100%	In Progress	n/a	n/a
-	Indirect Charges[5]	n/a	n/a	n/a	$ 9,369.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$ 26,859,967.00**	**$ 18,759,967.00**	**$ 57,799.00**	**$ 9,369.00**	**$18,702,168.00**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Subject to change pending CIP Budget plans and available funding. Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

5) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 24-25.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 24-25.

Fund 360-7050: Affordable Housing In-Lieu Fee

Requirement 1. Brief description of the type of fee in the account or fund**.**

The City offers an Affordable Housing In-Lieu fee to provide additional flexibility to the City and development community to meet the affordable housing needs generated by the construction of new market-rate units. The City's Affordable Housing In-Lieu Fees were first established by Ordinance 2721 adopted July 18, 2006. The Fees were revised with Resolution No. 15,330 which adopted the Affordable Housing In-Lieu Fee Nexus Study dated April 8, 2020.



Requirement 2. Amount of the fee.

The Affordable Housing In-Lieu Fee for FY 24-25 is summarized in **Table 29** below.

Table 29: Affordable Housing In-Lieu Fee

Land Use	Fee as of July 18, 2023	Fee as of July 18, 2024
Residential *(per DU)*		
Single Family	$40,076.29	$39,415.93
Multi Family for Sale	$38,963.06	$38,621.04
Multi Family for Rent	$31,170.45	$30,656.83

Requirement 3. Beginning and ending balance in the account or fund.

Table 30 summarizes the beginning and ending fund balances for the Affordable Housing In-Lieu Fee for FY 24-25.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 30 summarizes the fees collected and the interest earned for the Affordable Housing In-Lieu Fee during FY 24-25.

Table 30: Affordable Housing In-Lieu Fee Fund Summary

Fund 360-7050	
Affordable Housing In-Lieu Fee	
Beginning Fund Balance as of July 1, 2024	**$2,704,429.05**
Revenues	
Fees Collected	$0.00
Interest Earned	$166,798.67
Fair Market Value Adjustment	$163,668.03
Other Interest Income	$114,172.30
Total Revenues	**$444,639.00**
Expenses	
Project Expenses	($178,658.42)
Developer Reimbursement	$0.00
Indirect Charges[1]	($142,828.18)
Total Expenses	**($321,486.60)**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$2,827,581.45**

1) Indirect Charges include personnel and resource expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 31 summarizes the expenditures this past year on affordable housing projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 31 outlines the planned future expenditures for the Affordable Housing In-Lieu Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City's CIP budget team and Housing Department are aware of the additional funds available for Affordable Housing projects. Affordable Housing projects often require advanced planning time, as they involve multiple stakeholders, specific conditions, and sufficient funding to complete projects.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. The City is currently preparing an update to its Development Impact Fee Nexus Study, with anticipated adoption in 2026. This update will include a CIP identifying the facilities necessary to serve new development through the planning horizon. As the City continues to evaluate its facility needs through ongoing CIP updates, any new or expanded facilities identified will be incorporated into the 2026 Nexus Study update and future fee program revisions, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 31: Affordable Housing Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report) [2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
M2103	Central Terrace Development Loan[3]	$1,366,000.00	$ 1,366,000.00	$1,212,482.61	$ 143,818.58	$ 9,698.81	100%	In Progress	Complete	Complete
n/a	Downtown Acquisition & Disposition	$ 75,000.00	$ 75,000.00	$ -	$ -	$ 75,000.00	100%	FY 23-24	In Progress	n/a
G2336	Dolores Huerta Garden Apts	$1,085,374.00	$ 631,900.00	$ -	$ -	$ 631,900.00	58%	n/a	FY 25-26	New Project
M2303	ADU Pilot Prog Def Loans	$ 200,000.00	$ 200,000.00	$ -	$ -	$ -	100%	n/a	n/a	Project Closed, Budget to be Reappropriated
M2305	OHA Loan Agreement Successor Parcel	$ 212,740.00	$ 212,740.00	$ 212,740.00	$ -	$ -	100%	n/a	Complete	n/a
n/a	Capital Expenditures - 131 7th Street	$ 34,839.84	$ 34,839.84	$ -	$ 34,839.84	$ -	100%	n/a	Complete	New Project
n/a	Inclusionary Housing Ordinance Update	$ 118,921.00	$ 72,920.00	$ -	$ -	$ 72,920.00	61%	n/a	FY 26-27	New Project
n/a	Indirect Charges[4]	n/a	n/a	n/a	$ 142,828.18	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$3,092,874.84**	**$ 2,593,399.84**	**$ 1,425,222.61**	**$ 321,486.60**	**$ 789,518.81**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) No Additional funds will be used for this project as it is now completed. Any unused funds will be disencumbered.

4) Indirect Charges include personnel and resource expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 24-25.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 24-25.

Fund 350-8070: Utility Undergrounding In-Lieu Fee

Requirement 1. Brief description of the type of fee in the account or fund**.**

The City imposes a fee on new development that is located in any part of the City with overhead utility service based upon their prorated share of the cost of undergrounding all overhead utilities in the City. The City's Utility Undergrounding In-Lieu Fees were based on Ordinance 2207 and were updated as part of the 2020 DIF update via Resolution 15,329.

Requirement 2. Amount of the fee.

The Utility Undergrounding In-Lieu Fee for FY 24-25 is summarized in **Table 32** below.

Table 32: Utility Undergrounding In-Lieu Fee

Land Use	Fee as of July 18, 2023	Fee as of July 18, 2024
All New Development *(per building SF)*	$0.54	$0.61

Requirement 3. Beginning and ending balance in the account or fund.

Table 33 summarizes the beginning and ending fund balances for the Utility Undergrounding In-Lieu Fee for FY 24-25.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 33 summarizes the fees collected and the interest earned for the Utility Undergrounding In-Lieu Fee during FY 24-25.

Table 33: Utility Undergrounding In-Lieu Fee Fund Summary

Fund 350-8070 Utility Undergrounding In-Lieu Fee	
Beginning Fund Balance as of July 1, 2024	**$1,832,846.89**
Revenues	
Fees Collected	$30,562.95
Interest Earned	$54,812.09
Fair Market Value Adjustment	$43,762.19
Other Revenues	$0.00
Total Revenues	**$129,137.23**
Expenses	
Project Expenses	$0.00
Developer Reimbursement	$0.00
Indirect Charges	$0.00
Total Expenses	**$0.00**
Transfers In	**$0.00**
Transfers Out	**$0.00**
Ending Balance as of June 30, 2025	**$1,961,984.12**

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures this past year on utility undergrounding projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 34 outlines the planned projects for the Utility Undergrounding In-Lieu Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Consistent with the Mitigation Fee Act (Government Code Sections 66001(d) and 66006(b)) and recent amendments under AB516, the City will continue to evaluate its facility needs through future CIP updates. The City is currently preparing an update to its Development Impact Fee Nexus Study, with anticipated adoption in 2026. This update will include a CIP identifying the facilities necessary to serve new development through the planning horizon. As the City continues to evaluate its facility needs through ongoing CIP updates, any new or expanded facilities identified will be incorporated into the 2026 Nexus Study update and future fee program revisions, ensuring continued compliance with statutory requirements and equitable cost allocation.

Table 34: Utility Undergrounding Projects

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report) [2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2543	Undergrounding of Overhead Utilities - Citywide	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$2,000,000.00	100%	FY 27-28	FY 28-29	Project Delay
	GRAND TOTAL	**$ 2,000,000.00**	**$ 2,000,000.00**	**$ -**	**$ -**	**$ 2,000,000.00**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Section 3 – Fund Summary

Table 35 provides an accounting of each impact fee fund and a total impact fee account balance. The table summarizes the starting fund balance, the amount of fees collected, the interest earned, the total expenditures, and the fiscal year ending fund balances.

Table 35: Development Impact Fee Fund Summary

Description	Park & Recreation	Storm Drain Facility Fee	Traffic Circulation Fee	Capital Growth Fee (Residential)	Capital Growth Fee (Non-Residential)	Mobility Fee	Public Art Program Fee	Water Resource Development Fee	Water Capital Facility Charge	Wastewater Collection Connection & Treatment Fee	Affordable Housing In-Lieu Fee	Utility Undergrounding In-Lieu Fee
Fund No.	**350-8020**	**350-8030**	**350-8040**	**350-8050**	**350-8060**	**350-8055**	**350-8080**	**603**	**605**	**613**	**360-7050**	**350-8070**
Starting Balance												
As of July 1, 2024	$1,839,556.34	$10,750,310.30	$20,669,317.79	$2,108,904.35	$2,592,292.05	$1,286,756.77	$1,260,384.52	$20,443,785.14	$1,798,273.93	$17,179,331.10	$2,704,429.05	$1,832,846.89
REVENUES												
Fees Collected	$204,973.32	$111,514.47	$1,121,243.93	$173,744.23	$167,169.71	$169,713.77	$0.00	$360,121.18	$42,830.00	$670,445.06	$0.00	$30,562.95
Interest Earned	$60,827.78	$319,109.44	$631,265.06	$59,952.61	$77,866.35	$23,340.23	$0.00	$606,192.52	$53,861.35	$504,369.42	$166,798.67	$54,812.09
Fair Market Value Adjustment	$34,559.86	$260,803.83	$461,850.08	$50,895.25	$64,011.60	$32,520.29	$0.00	$487,863.62	$42,209.70	$361,368.00	$163,668.03	$43,762.19
Donations & Contributions	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$78,731.66	$0.00	$0.00	$0.00	$0.00	$0.00
Other Interest Income	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$114,172.30	$0.00
Total Revenues	**$300,360.96**	**$691,427.74**	**$2,214,359.07**	**$284,592.09**	**$309,047.66**	**$225,574.29**	**$78,731.66**	**$1,454,177.32**	**$138,901.05**	**$1,536,182.48**	**$444,639.00**	**$129,137.23**
EXPENSES												
Project Expenditures	$0.00	$0.00	($448,442.83)	($155,385.63)	$0.00	($989,389.01)	$0.00	($274,910.95)	$0.00	$0.00	($178,658.42)	$0.00
Developer Reimbursement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Charges[1]	($891.00)	($6,676.00)	($10,677.00)	($1,853.00)	($1,518.00)	($492.00)	($940.00)	($11,342.00)	($1,622.00)	($9,369.00)	($142,828.18)	$0.00
Total Expenditures	**($891.00)**	**($6,676.00)**	**($459,119.83)**	**($157,238.63)**	**($1,518.00)**	**($989,881.01)**	**($940.00)**	**($286,252.95)**	**($1,622.00)**	**($9,369.00)**	**($321,486.60)**	**$0.00**
Transfers In	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Transfers Out	$0.00	$0.00	$0.00	($401,981.26)	($133,993.76)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Net Transfers	**$0.00**	**$0.00**	**$0.00**	**($401,981.26)**	**($133,993.76)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Ending Balance												
As of June 30, 2025	**$2,139,026.30**	**$11,435,062.04**	**$22,424,557.03**	**$1,834,276.55**	**$2,765,827.95**	**$522,450.05**	**$1,338,176.18**	**$21,611,709.51**	**$1,935,552.98**	**$18,706,144.58**	**$2,827,581.45**	**$1,961,984.12**

Note: Small variances may appear due to rounding.

1) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee program.

AB1600 ANNUAL REPORT FOR DEVELOPMENT IMPACT AND IN-LIEU FEES FOR FISCAL YEAR (FY) 2024-25

City Council

December 16, 2025

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council receive and file the AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees for the fiscal year and five years ending June 30, 2025.

BACKGROUND

Assembly Bill (AB) 1600, commonly known as the Mitigation Fee Act, requires the City to file an annual report with:

- Brief description of type of fee in account or fund.
- Amount of fee.
- Beginning and ending balance
- Amount of fees collected & interest earned during previous year.
- Identification of each public improvement for which fees were expended and amount of expenditures, including total percentage of the cost of public improvement funded with fees.
- Identify approximate construction date of the public improvement. If different than last year, reason why.
- Description of each inter-fund transfer or loan from account.
- Identification of any refunds made and number of entities that received refunds.

BACKGROUND

Every five years, the City is required to file a report summarizing:

- Identification of the purpose of the fee.
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing for incomplete improvements.
- Identify approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund.

The last AB1600 Five-Year report was done for Fiscal Year ending June 30, 2023.

Impact Fee Funds

Fee	Fund Number
Parks and Recreation Fee	350-8020
Storm Drain Facility Fee	350-8030
Traffic Circulation Fee	350-8040
Growth Requirement Capital Fee (Residential & Non-Residential)	350-8050 & 350-8060
Mobility Fee	350-8055
Art in Public Places Fee	350-8080
Water Resource Development Fee	603
Water Capital Facility Charge	605
Wastewater Collection Connection & Treatment Fee	613
Affordable Housing In-Lieu Fee	360-7050
Utility Undergrounding In-Lieu Fee	350-8070

Impact Fee Summary (Government Funds)

Description	Park & Recreation	Storm Drain Facility Fee[3]	Traffic Circulation Fee	Capital Growth Fee (Residential)	Capital Growth Fee (Non-Residential)	Mobility Fee	Public Art Program Fee
Fund No.	**350-8020**	**350-8030**	**350-8040**	**350-8050**	**350-8060**	**350-8055**	**350-8080**
Starting Balance							
As of July 1, 2024	$1,839,556.34	$10,750,310.30	$20,669,317.79	$2,108,904.35	$2,592,292.05	$1,286,756.77	$1,260,384.52
REVENUES							
Fees Collected	$204,973.32	$111,514.47	$1,121,243.93	$173,744.23	$167,169.71	$169,713.77	$0.00
Interest Earned	$60,827.78	$319,109.44	$631,265.06	$59,952.61	$77,866.35	$23,340.23	$0.00
Fair Market Value Adjustment	$34,559.86	$260,803.83	$461,850.08	$50,895.25	$64,011.60	$32,520.29	$0.00
Donations & Contributions	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$78,731.66
Other Interest Income	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Revenues	**$300,360.96**	**$691,427.74**	**$2,214,359.07**	**$284,592.09**	**$309,047.66**	**$225,574.29**	**$78,731.66**
EXPENSES							
Project Expenditures	$0.00	$0.00	($448,442.83)	($155,385.63)	$0.00	($989,389.01)	$0.00
Developer Reimbursement	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Charges[1]	($891.00)	($6,676.00)	($10,677.00)	($1,853.00)	($1,518.00)	($492.00)	($940.00)
Total Expenditures	**($891.00)**	**($6,676.00)**	**($459,119.83)**	**($157,238.63)**	**($1,518.00)**	**($989,881.01)**	**($940.00)**
Transfers In	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Transfers Out	$0.00	$0.00	$0.00	($401,981.26)	($133,993.76)	$0.00	$0.00
Net Transfers	**$0.00**	**$0.00**	**$0.00**	**($401,981.26)**	**($133,993.76)**	**$0.00**	**$0.00**
Ending Balance							
As of June 30, 2025	**$2,139,026.30**	**$11,435,062.04**	**$22,424,557.03**	**$1,834,276.55**	**$2,765,827.95**	**$522,450.05**	**$1,338,176.18**

Note: Small variances may appear due to rounding.

1) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee program.

Impact Fee Summary (Utility Funds)

Description		Water Resource Development Fee	Water Capital Facility Charge	Wastewater Collection Connection & Treatment Fee
	Fund No.	**603**	**605**	**613**
Starting Balance				
	As of July 1, 2024	$20,443,785.14	$1,798,273.93	$17,179,331.10
REVENUES				
Fees Collected		$360,121.18	$42,830.00	$670,445.06
Interest Earned		$606,192.52	$53,861.35	$504,369.42
Fair Market Value Adjustment		$487,863.62	$42,209.70	$361,368.00
Donations & Contributions		$0.00	$0.00	$0.00
Other Interest Income		$0.00	$0.00	$0.00
Total Revenues		**$1,454,177.32**	**$138,901.05**	**$1,536,182.48**
EXPENSES				
Project Expenditures		($274,910.95)	$0.00	$0.00
Developer Reimbursement		$0.00	$0.00	$0.00
Indirect Charges[1]		($11,342.00)	($1,622.00)	($9,369.00)
Total Expenditures		**($286,252.95)**	**($1,622.00)**	**($9,369.00)**
Transfers In		$0.00	$0.00	$0.00
Transfers Out		$0.00	$0.00	$0.00
	Net Transfers	**$0.00**	**$0.00**	**$0.00**
Ending Balance				
	As of June 30, 2025	**$21,611,709.51**	**$1,935,552.98**	**$18,706,144.58**

Note: Small variances may appear due to rounding.

1) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee pro

In-Lieu Fee Summary

Description		Affordable Housing In-Lieu Fee	Utility Undergrounding In-Lieu Fee
	Fund No.	**360-7050**	**350-8070**
Starting Balance			
	As of July 1, 2024	$2,704,429.05	$1,832,846.89
REVENUES			
Fees Collected		$0.00	$30,562.95
Interest Earned		$166,798.67	$54,812.09
Fair Market Value Adjustment		$163,668.03	$43,762.19
Donations & Contributions		$0.00	$0.00
Other Interest Income		$114,172.30	$0.00
Total Revenues		**$444,639.00**	**$129,137.23**
EXPENSES			
Project Expenditures		($178,658.42)	$0.00
Developer Reimbursement		$0.00	$0.00
Indirect Charges[1]		($142,828.18)	$0.00
Total Expenditures		**($321,486.60)**	**$0.00**
Transfers In		$0.00	$0.00
Transfers Out		$0.00	$0.00
	Net Transfers	**$0.00**	**$0.00**
Ending Balance			
	As of June 30, 2025	**$2,827,581.45**	**$1,961,984.12**

Note: Small variances may appear due to rounding.

1) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee program.

Park and Recreation Fee (Fund 350-8020)

Fund Balance: $2,139,026.30

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C9001	Cabrillo Neighborhood Park	$ 161,045.00	$ 16,837.00	$ -	$ -	$ 16,837.00	10%	FY 27-28	n/a	n/a
C9401	Citywide Park Improvement Progra	$ 322,292.00	$ 277,421.00	$ 43,546.70	$ -	$ 233,874.30	86%	FY 27-28	In Progress	n/a
C2104	Campus Park Activation[3]	$10,250,000.00	$1,750,000.00	$ -	$ -	$1,750,000.00	17%	FY 24-25	FY 25-26	Construction Delay
C2249	Skatepark in Colonia	$ 4,800,000.00	$ 100,000.00	$ -	$ -	$ 100,000.00	2%	FY 24-25	FY 25-26	Construction Delay
-	Indirect Charges[4]	n/a	n/a	n/a	$ 891.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$15,533,337.00**	**$2,144,258.00**	**$ 43,546.70**	**$ 891.00**	**$2,100,711.30**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds and staff resources.

3) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

4) Indirect Charges include central services expenses related to administering the fee program.

Storm Drain Facility Fee (Fund 350-8030)

Fund Balance: $11,435,062

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2406	Storm Drain Improvements Citywide[3]	$10,650,000.00	$10,650,000.00	$ -	$ -	$10,650,000.00	100%	FY 27-28	n/a	n/a
C2534	Butler Road Stormdrain Improvements Project	$ 750,000.00	$ 750,000.00	$ -	$ -	$ 750,000.00	100%	FY 27-28	n/a	n/a
C2535	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Project[4]	$ 1,500,000.00	$ -	$ -	$ -	$ -	0%	FY 26-27	n/a	n/a
-	Indirect Charges[5]	n/a	n/a	n/a	$ 6,676.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$12,900,000.00**	**$11,400,000.00**	**$ -**	**$ 6,676.00**	**$11,400,000.00**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

4) This project was included in the previous annual report. During a midcycle update to the CIP, the funding source for this project was changed to the General Fund.

5) Indirect Charges include central services expenses related to administering the fee program.

Traffic Circulation Fee (Fund 350-8040)

Fund Balance: $22,424,557

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee [2]	Approx. Construction Start Date (FY23-24 Report) [3]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C1301	Rice Avenue & Fifth Street Railroad Grade Separation	$ 114,260,096.00	$ 1,731,096.00	$ 799,271.93	$ 27,133.98	$ 904,690.09	1.52%	In Progress	n/a	n/a
C1302	Bike Facilities NE Plan	$ 1,825,745.42	$ 627,906.42	$ -	$ 3,558.89	$ 624,347.53	34.39%	n/a	In Progress	New Project
C1703	Oxnard Boulevard & Saviers Road Signal Improvement	$ 3,208,956.00	$ 726,565.65	$ 726,565.65	$ -	$ -	22.64%	In Progress	Complete	n/a
C1801	Oxnard Boulevard Bicycle Facilities Installation	$ 2,747,978.04	$ 708,828.72	$ 43,808.22	$ 29,611.97	$ 635,408.53	25.79%	In Progress	n/a	n/a
C1808	Traffic Signal Modifications	$ 3,869,273.00	$ 25,034.64	$ 25,034.64	$ -	$ -	0.65%	Complete	Complete	Complete
C2003	Adaptive Traffic Signal	$ 1,852,000.23	$ 1,852,000.23	$1,044,276.05	$171,577.21	$ 636,146.97	100.00%	In Progress	n/a	n/a
C2005	Etting Road Bike & Pedestrian Facilities	$ 3,130,369.00	$ 411,147.00	$ 388,528.18	$ 22,618.82	$ -	13.13%	In Progress	n/a	n/a
C2006	Traffic Signal Modernization	$ 4,375,408.68	$ 2,375,408.68	$ 629,548.33	$ 70,525.13	$ 1,675,335.22	54.29%	In Progress	n/a	n/a
C2206	Citywide Intersection Improvement	$ 4,200,000.00	$ 297,500.00	$ -	$ -	$ 297,500.00	7.08%	n/a	FY 25-26	New Project
C2208	Five Points Intersection Traffic Signal Modernization[4]	$ 350,000.00	$ -	$ -	$ -	$ -	0.00%	n/a	n/a	n/a
C2304	Five Points Intersection Modernization	$ 250,000.00	$ 250,000.00	$ -	$ -	$ 250,000.00	100%	FY 28-30	n/a	n/a
C2213	US 101 Del Norte Interchange Upgrade[6]	$ 10,250,000.00	$10,250,000.00	$ -	$ -	$10,250,000.00	100.00%	FY 28-29	n/a	n/a
C2415	Downtown Bus Stop Improvements	$ 175,835.00	$ 175,835.00	$ 34,897.50	$123,416.83	$ 17,520.67	100.00%	In Progress	n/a	n/a
C2416	Traffic Circulation Improvements Fee Study[5]	$ 866,460.00	$ -	$ -	$ -	$ -	0.00%	FY 27-28	n/a	n/a
M2208	Traffic Signal Timing[5]	$ 750,000.00	$ -	$ -	$ -	$ -	0.00%	FY 27-28	n/a	n/a
-	Indirect Charges[7]	n/a	n/a	n/a	$ 10,677.00	n/a	n/a			
	TOTAL PROJECT EXPENSES	$ 152,112,121.37	$19,431,322.34	$3,691,930.50	$459,119.83	$15,290,949.01				
n/a	Developer Reimbursement[8]	$ 2,645,000.00	$ 2,645,000.00	$ -	$ -	$ 2,645,000.00	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$ 154,757,121.37**	**$ 22,076,322.34**	**$ 3,691,930.50**	**$ 459,119.83**	**$ 17,935,949.01**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) During a midcycle update to the CIP, this project was merged with Project No. C2304.

5) This project was included in the previous annual report. During a midcycle update to the CIP, the funding source for this project was changed.

6) Indirect Charges include central services expenses related to administering the fee program.

7) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

8) The City has budgeted to reimburse developers for the construction of Riverpark, Del Sol High School, Sakioka Tract 5996 Phase 1 and 2, Pleasant Valley Plaza, Wagon Wheel, and other improvements.

Note: Small variances may appear due to rounding.

Growth Requirement Capital Fee - Residential (Fund 350-8050)

Fund Balance: $1,834,276

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C1702	Fire Station 4 Rebuild Design[3]	$3,750,000.00	$1,224,724.00	$298,808.12	$155,385.63	$ 770,530.25	32.66%	In Progress	n/a	n/a
C2255	Fire Station 2,3,5 Architecture/Design	$3,550,000.00	$ 550,000.00	$180,720.00	$ -	$ 369,280.00	15.49%	In Progress	n/a	n/a
-	Professional Services/Contract[4]	n/a	n/a	$234,343.25	$ -	$ -	n/a	n/a	n/a	n/a
-	Indirect Charges[5]	n/a	n/a	n/a	$ 1,853.00	$ -	n/a	n/a	n/a	n/a
	TOTAL PROJECT EXPENSES	$7,300,000.00	$1,774,724.00	$713,871.37	$157,238.63	$1,139,810.25				
-	Bond Payments - Civic Center Phase 1	n/a	n/a	n/a	$401,981.26	$2,840,618.25	25.50%	n/a	n/a	n/a
	GRAND TOTAL	$ 7,300,000.00	$ 1,774,724.00	$ 713,871.37	$ 559,219.89	$ 3,980,428.50				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

4) Charges related to consulting services for development impact fee reporting requirements.

5) Indirect Charges include central services expenses related to administering the fee program.

6) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Note: Small variances may appear due to rounding.

Growth Requirement Capital Fee - Non-Residential (Fund 350-8060)

Fund Balance: $2,765,828

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	%Funded by Fee	Approx. Construction Start Date (FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C1702	Fire Station 4 Rebuild Design[3]	$3,550,000.00	$2,803,555.00	$ -	$ -	$2,803,555.00	78.97%	In Progress	n/a	n/a
-	Indirect Charges[4]	n/a	n/a	n/a	$ 1,518.00	n/a	n/a	n/a	n/a	n/a
	TOTAL PROJECT EXPENSES	$3,550,000.00	$2,803,555.00	$ -	$ 1,518.00	$2,803,555.00				
-	Bond Payments - Civic Center Phase	n/a	n/a	n/a	$133,993.76	$ 946,872.75	8.50%	n/a	n/a	n/a
	GRAND TOTAL	**$3,550,000.00**	**$2,803,555.00**	$ -	**$135,511.76**	**$3,750,427.75**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

4) Indirect Charges include central services expenses related to administering the fee program.

5) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Note: Small variances may appear due to rounding.

Mobility Fee (Fund 350-8055)

Fund Balance: $522,450

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2212	Safe Route Safety Enhancements	$ 4,872,137.00	$ 855,000.00	$ -	$855,000.00	$ -	17.55%	In Progress	n/a	n/a
C1601	Cloyne St. Bike & Pedestrian Improvements	$ 567,337.89	$ 392,337.89	$ -	$134,389.01	$ 257,948.88	69.15%	n/a	In Progress	New Project
n/a	Wooley Road Pedestrian Improvements[3]	$ 2,400,000.00	$2,400,000.00	$ -	$ -	$2,400,000.00	100%	FY 27-28	n/a	n/a
n/a	Pedestrian Bridge Improvements at Channel Islands Bridge[3,4]	$18,000,000.00	$ 250,000.00	$ -	$ -	$ 250,000.00	1.39%	FY 28-29	n/a	n/a
C2502	Bard Road Corridor	$ 2,062,980.00	$ 77,570.00	$ -	$ -	$ 77,570.00	3.76%	n/a	FY 27-28	New Project
C2503	Ventura Road Corridor[5]	$ 821,100.00	$ -	$ -	$ -	$ -	0.00%	n/a	FY 26-27	New Project
C2204	4th Street Mobility	$ 1,054,152.00	$ 74,152.00	$ -	$ -	$ 74,152.00	7.03%	n/a	FY 25-26	New Project
-	Indirect Charges	n/a	n/a	n/a	$ 492.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$29,777,706.89**	**$4,049,059.89**	**$ -**	**$989,389.01**	**$3,059,670.88**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project is identified in the City of Oxnard 2022-2027 Capital Improvement Program as unfunded but qualifies for funding from the Mobility Fee Fund.

4) Approximate Construction Start Date is FY28-29 due to NEPA and right-of-way requirements for grant funding.

5) DIF funds have not yet been budgeted for this project. The project is included in this table because it is currently earmarked as a potential use of DIF funds.

Water Resource Development Fee (Fund 603)

Fund Balance: $21,611,709

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee[2]	Approx. Construction Start Date (FY23-24 Report)[3]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C1001	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II[4]	$29,973,996.00	$10,473,996.00	$1,371,662.18	$ -	$ -	34.94%	Complete	n/a	n/a
C1101	Great ASR Wells	$ 2,574,419.00	$ 643,271.00	$ 631,361.15	$ -	$ 11,909.85	24.99%	In Progress	In Progress	n/a
C2023	Recycled Water AWPF Improvements and Expansion	$39,000,000.00	$ 6,000,000.00	$ -	$274,910.95	$ 5,725,089.05	15.38%	FY 28-29	n/a	n/a
C2551	Recycled Water: Aquifer Storage and Recover (ASR) / Injection Well Field	$ 1,500,000.00	$ 1,500,000.00	$ -	$ -	$ 1,500,000.00	100.00%	FY 28-29	n/a	n/a
C2021	ASR Completion	$11,902,348.51	$ 4,500,000.00	$ -	$ -	$ 4,500,000.00	37.81%	n/a	In Progress	Additional Contigency to complete Project No. C1001
-	Indirect Charges[5]	n/a	n/a	n/a	$ 11,342.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$84,950,763.51**	**$23,117,267.00**	**$2,003,023.33**	**$286,252.95**	**$11,736,998.90**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) This project was expanded after this phase was completed. The remaining budget was moved to Project No. C2021 for additional contingency.

5) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Water Capital Facility Charge (Fund 605)

Fund Balance: $1,935,553

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee[2]	Approx. Construction Start Date (FY23-24 Report)[3]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2308	Recycled Water: AWPF Storage Construction Aquifer Storage and Recovery (ASR) Wells	$ 6,000,000.00	$ 3,000,000.00	$ -	$ -	$ 3,000,000.00	50%	FY 27-28	FY 27-28	n/a
n/a	Construction	$31,350,000.00	$15,675,000.00	$ -	$ -	$15,675,000.00	50%	FY 27-28	FY 27-28	n/a
C2113	Recycled Water Feature Campus Park	$ 400,000.00	$ 400,000.00	$ -	$ -	$ 400,000.00	100%	FY 27-28	n/a	n/a
C2406	Storm Drain Improvements Citywide	$ 1,150,000.00	$ 1,150,000.00	$ -	$ -	$ 1,150,000.00	100%	n/a	FY 26-27	New Project
-	Indirect Charges[4]	n/a	n/a	n/a	$ 1,622.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$38,900,000.00**	**$20,225,000.00**	**$ -**	**$ 1,622.00**	**$20,225,000.00**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Wastewater Connection Fee (Fund 613)

Fund Balance: $18,706,144

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee[2]	Approx. Construction Start Date (FY23-24 Report)[3]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2236	Wastewater OWTP: Maintenance, Office Building, Machine Shop and Storage[4]	$26,750,000.00	$18,650,000.00	$ -	$ -	$18,650,000.00	70%	FY 25-26	n/a	n/a
M0801	Septic Conversion Loan Program	$ 109,967.00	$ 109,967.00	$ 57,799.00	$ -	$ 52,168.00	100%	In Progress	n/a	n/a
-	Indirect Charges[5]	n/a	n/a	n/a	$ 9,369.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$26,859,967.00**	**$18,759,967.00**	**$ 57,799.00**	**$ 9,369.00**	**$18,702,168.00**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Subject to change pending CIP Budget plans and available funding. Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Project budget has been increased from the adopted CIP amount based on City staff input to reflect anticipated cost increases and future planned CIP updates.

5) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Public Art Program In-Lieu Fee (Fund 350-8080)

Fund Balance: $1,338,176

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
M1802	Downtown Mural Program	$ 90,000.00	$ 45,000.00	$ 44,698.47	$ -	$ 301.53	50%	In Progress	FY 25-26	CA Arts Commission Project Research
n/a	Oxnard Sculptures Program	$250,000.00	$250,000.00	$ -	$ -	$250,000.00	100%	In Progress	FY 26-27	CA Arts Commission Project Research
n/a	Citywide Mural Program	$200,000.00	$200,000.00	$ -	$ -	$200,000.00	100%	In Progress	FY 26-27	CA Arts Commission Project Research
n/a	Crosswalk Art	$200,000.00	$200,000.00	$ -	$ -	$200,000.00	100%	FY 24-25	FY 25-26	Partnering w/ Street Improvements for locations
n/a	Civic Center Murals	$200,000.00	$200,000.00	$ -	$ -	$200,000.00	100%	n/a	FY 25-26	CA Arts Commission Project Research
-	Indirect Charges[2]	n/a	n/a	n/a	$ 940.00	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$940,000.00**	**$895,000.00**	**$ 44,698.47**	**$ 940.00**	**$850,301.53**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include central services expenses related to administering the fee program.

Affordable Housing In-Lieu Fee(Fund 360-7050)

Fund Balance: $2,827,581

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
M2103	Central Terrace Development Loan[3]	$1,366,000.00	$1,366,000.00	$1,212,482.61	$143,818.58	$ 9,698.81	100%	In Progress	Complete	Complete
n/a	Downtown Acquisition & Disposition	$ 75,000.00	$ 75,000.00	$ -	$ -	$ 75,000.00	100%	FY 23-24	In Progress	n/a
G2336	Dolores Huerta Garden Apts	$1,085,374.00	$ 631,900.00	$ -	$ -	$ 631,900.00	58%	n/a	FY 25-26	New Project
M2303	ADU Pilot Prog Def Loans	$ 200,000.00	$ 200,000.00	$ -	$ -	$ -	100%	n/a	n/a	Project Closed, Budget to be Reappropriated
M2305	OHA Loan Agreement Successor Parce	$ 212,740.00	$ 212,740.00	$ 212,740.00	$ -	$ -	100%	n/a	Complete	n/a
n/a	Capital Expenditures - 131 7th Street	$ 34,839.84	$ 34,839.84	$ -	$ 34,839.84	$ -	100%	n/a	Complete	New Project
n/a	Inclusionary Housing Ordinance Update	$ 120,692.00	$ 60,000.00	$ -	$ -	$ 60,000.00	50%	n/a	FY 26-27	New Project
n/a	Indirect Charges[4]	n/a	n/a	n/a	$142,828.18	n/a	n/a	n/a	n/a	n/a
	GRAND TOTAL	**$3,094,645.84**	**$2,580,479.84**	**$1,425,222.61**	**$321,486.60**	**$ 776,598.81**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) No Additional funds will be used for this project as it is now completed. Any unused funds will be disencumbered.

4) Indirect Charges include personnel and resource expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Utility Undergrounding In-Lieu Fee (Fund 350-8070)

Fund Balance: $1,961,984

Project No.	Project Name	Project Budget[1]	Fund Budget[1]	Fund Expenditures to Date	FY24-25 Actual Fund Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (FY23-24 Report)[2]	Approx. Construction Start Date (revised for FY24-25)	Reason for Revised Start Date (if applicable)
C2543	Undergrounding of Overhead Utilities - Citywide	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$2,000,000.00	100%	FY 27-28	FY 28-29	Project Delay
	GRAND TOTAL	**$ 2,000,000.00**	**$ 2,000,000.00**	**$ -**	**$ -**	**$2,000,000.00**				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

CITY OF OXNARD CALIFORNIA

Q&A

CITY OF OXNARD CALIFORNIA

Thank You!

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.7

DATE: December 16, 2025

TO: Housing Authority

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

SUBJECT: Oxnard Housing Authority's Monthly Investment Report.

RECOMMENDATION

That the Oxnard Housing Authority Board of Commissioners receive and file the monthly investment report for the period ending October 2025.

(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 October 31, 2025, the fund balance held in LAIF was $21,682,655.18, compared to $21,448,378.34 for the period ending September 30, 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). During the month of October, the only transaction posted was in the amount of $234,276.84, which was for interest earned for the previous quarter ending September 30, 2025, and allocated based on balances per fund. There

were no deposits or withdrawals from LAIF in October 2025. The investment position for each fund is summarized in the table below.

On October 31, 2025, the LAIF quarterly apportionment rate was 4.15%, compared to 4.212% for the period ending September 30, 2025.

Account Description (Program)	Beginning Balance	Current Period Adjustments	Interest Earned/Applied	Ending Balance (10/31/2025)
Public Housing Reserve	$13,430,871.55	$0	$146,703.03	$13,577,574.58
PH Investments-Restricted FSS	$171,081.49	$0	$1,868.68	$172,950.17
HCV AF Reserve	$2,463,244.87	$0	$26,905.59	$2,490.150.46
HCV Investments-Restricted FSS	$542,850.76	$0	$5.929.48	$548.780.24
FSS EFA (forfeitures)	$53,667.80	$0	$586.20	$54,254.00
PH Restricted for current liability	$1,636,522.54	$0	$17,875.45	$1,654,397.99
Central Fund	$1,751,852.47	$0	$19,135.17	$1,770,987.64
Capfund	$545,219.01	$0	$5,955.33	$551,174.34
NSP	$327,075.51	$0	$3,572.59	$330,648.10
201sd	$525,992.34	$0	$5,745.32	$531,737.66
TOTAL	$21,448,378.34	$0	$234,276.84	$21,682,655.18

The OHA's LAIF monthly statement for the period ending October 31, 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. Attachment 1 - LAIF Monthly Statement for Period Ending October 31, 2025

Investment Report
for the month Ended in October 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

November 5, 2025
Date

California State Treasurer
Fiona Ma, CPA



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

LAIF Home
PMIA Average Monthly Yields

OXNARD HOUSING AUTHORITY

HOUSING FINANCE OFFICER
435 SOUTH D STREET
OXNARD, CA 93030

Tran Type Definitions

October 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/15/2025	10/14/2025	QRD	1784059	N/A	SYSTEM	234,276.84

Account Summary

Total Deposit:	234,276.84	Beginning Balance:	21,448,378.34
Total Withdrawal:	0.00	Ending Balance:	21,682,655.18

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8

DATE: December 16, 2025

TO: Housing Authority

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

SUBJECT: Window Restoration Project at 201 South D Street.

RECOMMENDATION

That the Oxnard Housing Authority Board of Commissioners approve and authorize execution of a $411,062.93 firm-fixed price contract with KC Restoration Co., Inc. (Agreement No. A-8607) for the window restoration project at 201 South D Street.

(This item did not originate in committee)

BACKGROUND

The Achille Levy House, located at 201 South D Street, was originally built in 1912 as a two-story shingle-style house for Achille Levy, founder of the Bank of A. Levy. The property was designated as a historic property in 1982, specifically landmark number 75 (Ventura County Historical Landmarks and Points of Interest publication). The property is now a ten-unit multifamily development.

In 2010, the former owner, A Levy Apartments LLC, entered into a Historical Property Contract also known as the Mills Act (Agreement No. A-7364) with the City of Oxnard through which the owner agreed to preserve characteristics of historical significance. The owner filed a Rehabilitation Plan (Mills Act Matrix) with the Ventura County Planning Division's Cultural Heritage Program outlining the property improvements and targeted completion timeframes.

The property was acquired by the Housing Authority of the City of Oxnard (OHA) in 2024 and agreed to assume the responsibility of carrying out the outstanding improvements outlined in the Mills Act Matrix (Attachment 2). The multi-phase historical remodeling of the property will be completed dependent on funding availability and urgency of repairs needed. At the time of acquisition, the OHA received an allocation from the City's Community Development Block Grant (CDBG) for an amount of $3M. Out of this amount, an amount not to exceed $600,000 was approved to be used for real property improvements.

On April 29, 2025, the Board of Commissioners approved the first remodeling project, which is currently underway, involving replacing the driveway, walkways, roof, and decks. Due to severe deterioration and condition, the next phase of improvements involves the repair and restoration of all windows.

On May 6, 2025, City Council approved the 2025-2026 Annual Action Plan which included a new CDBG funding award allocation in the amount of $292,407 for this property. Although a higher funding amount was requested, the amount was limited based on anticipated allocation expected by the City. However; the City received a higher allocation than originally anticipated, so the final award allocation was $441,577.80.

DISCUSSION

On October 24, 2025 the OHA solicited bids for the window restoration project. There were two responses to the

solicitation; Spectra Company and K.C. Restoration.

The scope of work, methodology, and detailed approach in both proposals was quite evenly matched and found to meet professional standards and the restoration needs of the project as outlined in the request for bids. K.C. Restoration was identified as the lowest qualified bidder.

This project is subject to wage requirements of the Davis-Bacon and Related Acts (29 CFR Part 5) and the Section 3 Act of 1968 (24 CFR Part 75).

Agreement A-8607 - A Levy House Window Restoration Project

K.C. Restoration submitted a bid in the amount of $411,062.93. The proposed scope of work is detailed in Exhibit A of the Agreement and summarized as follows:

1. Repair/restoration of existing wood-framed windows (101)
2. Replacement of inappropriate, modern vinyl windows (4) with historically accurate wood windows

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

As described earlier in the staff report, the Housing Authority of the City of Oxnard (OHA) has the Community Development Block Grant (CDBG) appropriations necessary to fund the agreement. A total of $133,068.90, remaining from the original CDBG allocation, will be from the OHA's Central Fund and $277,994.03 will be from the Fiscal Year 2025-26 Housing Department project budget available in the CDBG Fund (Fund 201). The remaining balance of the CDBG allocation, after the cost of the agreement, is $163,583.77.

For Finance Use Only: Community Development Block Grant Fund, Org. 2018105, Obj. 5XXXX, Project G2113.

COMMITTEE OUTCOME

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

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

Please click here to view the required Measure M pre-recorded presentation video.

Please click here to view the April 8, 2025 Community Services, Public Safety, Housing & Development Committee Meeting recording.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1 - Agreement A-8607 (2)
2. Attachment 2- Mills Act Matrix

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8607**
Name of Contractor: KC Restoration Co., Inc**.**
Address: 1514 W 130th Street, Gardena, CA 90249

Project description: 201 South D Street, Oxnard CA (Levy House) Window Restoration

This Capital Improvement Contract (**"Contract")** is made at Oxnard, California, as of this 16th day of December 2025 between the City of Oxnard Housing Authority, called herein the **"Authority"**, and the above-named contractor (**"Contractor"**) for the construction of the capital improvement project described herein. The parties hereto agree as follows:

I. Type of Contract

This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the scope of work as described in Exhibit A and as described in the Statement of Understanding and Approach Exhibit E. Authority shall pay contractor, in full payment for said work, the following sum: **$411,062.93**

The above sum includes all taxes and the costs of any required bonds.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor's invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in the approved plans.

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

a. Scope of Work (Exhibit A).

b. Insurance as required by the specifications and applicable law (Exhibit B).

c. Federal Funding / Grant Requirements Rider (Exhibit C).

d. Lobbying Certification (Exhibit D).

e. Statement of Understanding and Approach (Exhibit E).

f. HUD Form 5370 and any amendments: General Conditions for Construction Contracts Public Housing Programs (Exhibit F)

g. General Conditions (Exhibit G)

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly form any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is 120 **working days** after receipt of the Notice to Proceed.

Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

CITY OF OXNARD
HOUSING AUTHORITY

_____ _____
Luis A. McArthur Date
Chairman

ATTEST:

_____ _____
Lourdes A. López, Date
Secretary-Designate

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, Date
Housing General Counsel

KC Restoration Co., Inc.

_____ _____
Steve Lehne Date
President

APPROVED AS TO INSURANCE:

_____ _____
Rhonda Hodge Date
Housing Finance Officer

EXHIBIT A

The historic A. Levy House (1912), located at 201 S. D Street, Oxnard, CA 93030, is designed in the Craftsman style with Shingle style influence. The single-family residence with detached "carriage house," which has been converted to multi-family use, is locally designated City of Oxnard Landmark No. 75 (1982) and eligible for listing in the National Register of Historic Places (2025). The property has been recently acquired by the City of Oxnard Housing Authority, which is addressing deferred maintenance, code issues, and other upgrades. Project development and management is under the direction of Jennifer Mermilliod, JM Research & Consulting (JMRC), who meets the Secretary of the Interior's Professional Qualifications as a Historian and Architectural Historian.

Scope of work and Methodology:

Restoration of (101) double-hung and casement wood windows, replacement of (4) vinyl windows with historically accurate wood windows, replacement of deteriorated wood French doors and Lead based paint remediation and repainting.

- Loose and flaky coatings removal
- Exterior window sash repairs
- Interior work is excluded except for hardware and any location that was altered/disturbed during the window restoration
- Removal of vinyl windows
- Fabrication and installation of window frames, sashes and hardware
- Restoration of existing hardware
- Make windows operable
- All exterior wood surfaces to receive (1) coat primer, (2) coats finish paint.
  Interior wood surfaces only to receive paint where disturbed by restoration work

Fabricate and install new to match existing French Doors at the south elevation

Total Firm Fixed Price $411,062.93

INCLUSIONS

- *Work is as described in proposal.*
- All work to conform to Secretary of the Interior's Standards for Rehabilitation
- Photographic documentation (digital) of repair processes for archival purposes
- Materials and labor to perform the above described scope of work.
- Sales taxes on all materials
- Insurance
- Survey of existing conditions & verification of quantities
- Protection of adjacent materials while performing our work
- Protection and transport for all materials to be removed and returned to the site.
- Performance Bond @ 2.5%
- Payment Bond @ 2.5%

EXHIBIT A

EXCLUSIONS

- All work not specifically described above
- *Exclude asbestos abatement.*
- *All sash counterweights are assumed to be existing (abandoned inside weight boxes)*
- *Exclude all windows not specifically described above.*
- Owner to supply electricity, parking and water for the duration of the project.
- Pulling permits or permit fees
- Lead paint abatement or encapsulation unless otherwise noted
- Removal or trimming or vegetation for access
- Moving furniture, personal belongings, and tenant items to gain access to window openings
- Framing, insulation, structural work, flashing, waterproofing, roofing, mechanical, electrical, plumbing, etc. unless otherwise noted.
- Demolition except where specifically noted
- Scaffolding or lifts for access.
- General protection of historic finishes to remain in place.
- Engineering and calculations

**According to the 2010 ADA Standards for Accessible Design Section 229 and North American Fenestration Standard AAMA/WDMA/CSA 101/I.S.2/A440-11 (NAFS), windows and window hardware are required to be operable with less than 5 lbs of force. Compliance with the ADA standard is generally noted on the construction drawings. Additionally, windows must be operable within the reach limitations described by ICC/ANSI A117.1. This standard cannot be achieved at restored or (N) to match (E) windows.*

Methodology:

All existing historic wood-framed, double-hung and casement windows are to be materially and operationally repaired and restored. The replacement of whole, existing wood-framed windows is not anticipated. All windows will remain in the same location, and window openings/dimensions will not be altered.

Material Repair/Restoration

- Woodwork. Material repair and restoration work includes all interior and exterior wood window and opening components: rails and stiles, muntins, framing, trim boards, and sills. Means and methods will include hand sanding, filling and shaping deteriorated/missing wood material using a two-part epoxy restoration system, and replacement of select wood members only where material condition precludes repair/restoration. Refer to attached SUBMITTAL #08.0001-1 - WOOD WINDOW RESTORATION PACKAGE “Treatment Plan" section for additional details regarding procedures for removal, off-site transport, and the protection of the openings with plywood to maintain separation without damaging adjacent historic fabric.

- Glazing. Deteriorated window glazing putty will be gently scraped/removed. Intact window glass panes will be carefully cleaned, scraped free of old paint and glazing, and reused; cracked or broken panes will be replaced with new glass in-kind. New glazing putty will be applied and finished to traditional profiles.

EXHIBIT A

Operational Repair/Restoration

- Impairment. All existing wood-framed windows are to be operationally tested, repaired, and restored to smooth operation. While the number and nature of repairs is not fully known, identified issues include “stuck” sash, broken or missing ropes, pulleys or weights. Stuck and out of plane window sash will be addressed through hand sanding and minimal planing, as needed, and broken or missing operational components will be replaced in-kind.

- Hardware. Existing hardware such as latches, pulls, and stops will be professionally cleaned and protected as needed. Where missing, hardware will be replaced in-kind to match historic counterparts to the extent possible or with period-appropriate replacements.

Inappropriate Window Replacement. Four existing inappropriate vinyl-framed windows in the carriage house that have either been fitted into the approximate original openings or added where no windows historically existed will be carefully replaced with new custom wood-framed windows. All windows will remain in the same location, and window openings/dimensions will not be altered.

- Location. One vinyl window is located on the front-facing elevation but not well visible from the street and three vinyl windows are located on the first floor of the rear, alleyfacing elevation.

- Custom Fabrication. The new windows are being fabricated by a specialty restoration contractor to closely match original materials, operation, and profile. Replacements will improve previous inappropriate modifications to the carriage house while retaining the now-needed unit windows, enhancing compatibility and the overall historic aesthetic and character of the carriage house and property.

- Drawings/Design Specifications. The four (4) new windows will be custom made to fit the existing openings. Drawings and specifications have not been prepared as precise dimensions, details, and installation methods will be necessarily determined for each window in consultation with the specialty window restoration contractor as information is field verified during window removal and the unique physical conditions of each window are better understood. For example, original framing is visible at one (1) existing vinyl window, which will be repaired and reused to the extent possible; however, the existence and condition of original framing for others is unknown. Dimensions, design details, and installation methods will be determined after field verification of the characteristics of the existing doors for approval by JMRC.

EXHIBIT A

- Drawings/Design Specifications. Dimensions, design details, and installation methods will be determined after field verification of the characteristics of the existing doors for approval by JMRC.

French Doors Replacement. Existing deteriorated historic French doors and wood threshold have been inspected and found to be irreparable.

- Location. The French doors are located on the left façade at the southeast deck.

- Custom Fabrication. New custom wood and glass French doors will be fabricated to match the materials, dimensions, and profile of existing doors.
- Drawings/Design Specifications. Dimensions, design details, and installation methods will be determined after field verification of the characteristics of the existing doors for approval by JMRC.

Paint. Due to the historic age of the property, it is assumed to have at least one layer of leadbased paint (LBP) beneath surface layers.

- Location & Identification. LBP is assumed to be present based on the age of the residence, a method of identifying LBP that is acceptable under HUD guidelines. All paint removal activities will be treated as LBP remediation. All disturbed/damaged areas of painted window surfaces on the exterior and interior, will be addressed using the scrape and intact methods.
- Lead based paint will be remediated using the scrape and intact method where appropriate. All scraping, removal, containment, and proper disposal at an EPA approved hazardous waste site will be executed by dedicated, certified licensed abatement personnel, and final inspection and clearance will be completed by a third party certified inspector, in full compliance with EPA/HUD regulations.
- Prep and Finish. Following remediation, wood window surfaces will be prepped per industry standards and repainted. Full exterior and the disturbed window surfaces on the interior will be primed and repainted with a high-quality protective coating system to ensure durability and historic appearance.

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A — SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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

Oxnard Housing Authority
Attn: Rhonda Hodge
Contract No. A-8 0
435 South D Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE OXNARD HOUSING AUTHORITY (the "Authority")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

❒ 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 Authority unless checked here ❒ in which case only the following specific agreements and permits with the Authority are covered:

AUTHORITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (___) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the Authority; or (b) products sold by the named insured to the Authority; or (c) premises leased by the named insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority, 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 Authority.

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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, ''occurrence'' form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

OXNARD HOUSING AUTHORITY
Attn: Rhonda Hodge
435 South D Street
Oxnard, CA 93030

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
___

Rev. 3/25 Ins-3.wpd

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE OXNARD HOUSING AUTHORITY (the ''Authority'')

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

NAMED INSURED

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ 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 Authority unless checked here ❒ in which case only the following specific agreements and permits with the Authority are covered:

AUTHORITY 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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority; or (b) products sold by the named insured to the Authority; or (c) premises leased by the named insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority, 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 Authority.

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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 CA000T (Ed. 6/92), 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

OXNARD HOUSING AUTHORITY
Attn: Rhonda Hodge
435 South D Street
Oxnard, CA 93030

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

Federal Funding/Grant Requirements Rider

A. Contractor is hereby advised and acknowledges that the Project is being funded in whole or in part with federal assistance under the Federal Department of Housing and Urban Development ("HUD"), under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Title 24 of the Code of Federal Regulations, Part 570, concerning CDBG funds. The Contractor agrees that it hereby undertakes the same obligations that the Authority has undertaken to HUD pursuant to the Authority's CDBG application and certifications. The obligations undertaken include, but are not limited to the following:

i. The Housing and Community Development Act of 1974 (Public Law 93-383) as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983; and the Housing and Community Development Act of 1987, plus all succeeding revisions and amendments to these Acts.

ii. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) (affirmatively furthering fair housing) as amended; Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 3 of the Housing and Urban Development Act of 1968 (employment priorities for new hires); 12 U.S.C. 1701u (Economic opportunities for low- and very low-income persons); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11246 as amended by Executive Order 11375 and 12086; Executive Order 11063 as amended by Executive Order 12259; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights, and pursuant to 24 CFR 570.904(d) and 2 CFR Part 200.321:

1. Contracting with Small and Women and Minority Owned Businesses (W/MBE) (2 CFR 200.321). The Subrecipient will take all necessary affirmative steps to assure that minority owned and/or women owned business enterprises and labor area surplus firms are used when possible. Such firms and businesses have 50% or more ownership by an ethnic minority person(s) and/or by woman/women. All construction projects receiving HUD funds and all contractors and subcontractors who receive $10,000 or more in HUD funds shall fulfill these hiring requirements. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps:

a. Solicitation Lists. Subrecipient must place small and

minority businesses and women's business enterprises on solicitation lists (2 CFR 200.321(b)(1);

b. Solicitation. The Subrecipient must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources (2 CFR 200.321(b)(2);

c. Dividing Requirements. Subrecipient must divide total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises (2 CFR 200.321(b)(3);

d. Delivery Schedules. The Subrecipient must establish delivery schedules where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises (2 CFR 200.321(b)(4);

e. Obtaining Services and Assistance. The Subrecipient must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce (2 CFR 200.321(b)(5); and

iii. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and the implementing regulations at 24 CFR 75 (Economic Opportunities for Low-And Very Low-Income Persons). The purpose of Section 3 (HUD) is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 (HUD), shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

iv. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 (HUD) clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall contain the Section 3 (HUD) preference, shall set forth: (1) the minimum number and job titles subject to hire; (2) availability of apprenticeship and training positions; (3) the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and (4) the anticipated date the work shall begin.

v. The Contractor agrees to require this Section 3 (HUD) clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and

agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 (HUD) clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

vi. By its signature to this Agreement, the Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

B. The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1. If this Agreement involves construction or facility improvements exceeding $2,000 awarded by the Recipient, the Contractor agrees to comply with:

i. Prevailing Wages: Requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276a to 276 a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5) applies. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined to be applicable to this contract by the Director of the California Department of Industrial Relations for similar classifications of labor, the Subrecipient and its contractor and subcontractors shall pay not less than the higher wage rate.

ii. Contractor shall comply with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $10,000.00.

iii. **Copeland Anti-Kickback Act**: Contractor agrees to comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This act provides that the contractor and subcontractors shall be prohibited from inducing any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation which they are otherwise entitled.

iv. The contractor and subcontractors shall maintain documentation that demonstrates compliance with hour and wages requirements of this part.

Such documentation shall be made available to the Authority for review upon request. The Authority and Contractor agree to include a provision requiring such compliance in its lower tier covered contracts and transactions.

C. Contract Work Hours and Safety Standards Act:

i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

iii. Withholding for unpaid wages and liquidated damages. The Authority shall upon its own action or upon written request of an authorized representative of the U.S. Department of Housing and Urban Development (HUD) or the U.S. Department of Labor (DOL) withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i.) through (iii.) of

this section.

a. Equal Employment Opportunity. During the performance of this Agreement, the Contractor agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provisions on contractor agreements contained in Presidential Executive Order #11246 as amended by Executive Order 11375 and as approved by the Department of Labor Relations (41 CFR Part 61).

b. The following laws and regulations relating to preservation of historic places: Public Law 89-665 the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and Executive Order 11593 including the procedures prescribed by Advisory Council on Historic Preservations in 36 Code of Federal Regulations, Part 800.

c. The Architectural Barriers Act of 1968 (42 U.S.C. Section 4151 and the Americans with Disabilities Act of 1990 (ADA).

d. The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.).

e. The Flood Disaster Protection Act of 1973 (Public Law 93-234 and the regulations adopted pursuant thereto) Section 202(a) and the regulations in 44 CFR parts 59 through 79.

f. The Clean Air Act (42 U.S.C. Chapter 85) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto.

g. Executive Order 12372, which requires State Clearinghouse review and comment of any CDBG project for the planning, construction, reconstruction, and/or installation of water or sewer facilities.

h. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)).

i. Debarment and Suspension. An agreement or contract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM) database, in accordance with 2 CFR 180 that implements Executive Orders 12549 and 12689, "Debarment and Suspension." Provision of 24 CFR Part 570.609, and 24 CFR 5.105(c) for procurement activities regarding use of debarred, suspended, or ineligible contractors or subcontractors and 24 CFR Part 24 for non-procurement activities, regarding use of debarred, suspended, or ineligible contractors or subcontractors. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000.

j. Contractors excluded, disqualified or otherwise ineligible (e.g., suspension, debarment, or limited denial of participation) for Federal procurement and non-procurement programs per 24 CFR 570.609 shall not be considered for contract award. The Authority will verify the Contractor's and eligibility via the General Services Administration System for Award Management site (https://www.sam.gov/data).

k. The Contractor further agrees to comply with any environmental, procurement, construction, and other guidelines provided by Recipient. All local code regulations must be recognized and services provided must conform to the said standards.

l. Clean Air Act and the Federal Water Pollution Control Act. Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act (42 USC 7401 – 7671q), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. Violations will be reported to the US EPA Administrator for Enforcement (EN-329).

m. By execution of this Agreement The contractor and subcontractors will be deemed to have stipulated as follows:

    i. Hereby declare that no person who will be utilized in the performance of this contract has a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act which prohibits them from perform work on a federally funded project.

    ii. Agree(s) to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the EPA.

    iii. That any facility that is or will be utilized in the performance of this Agreement, unless the Agreement is exempt under the Clean Air Act, as amended (42 USC 7401 – 7671q et seq., as amended by Public Law 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of this Agreement award, on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

    iv. Agree to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

    v. Shall promptly notify the Authority of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

    vi. Agree to include or cause to be included the requirements of this article in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

n. Contractor and subcontractors agree to comply with all of the standards, order, and requirements issued under Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and

Recovery Act at 42 USC 6962). See 2 CFR 200, Appendix II (J), or at 2 CFR 200.322.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. Standard of Conduct, Conflict of Interest and Lobbying

a. No member, officer or employee of the Subrecipient or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project activities during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project activities assisted under this CDBG Subrecipient Agreement.

b. No member, officer or agent of the Subrecipient shall participate in the selection of the award, or administration of, any Project activities or construction contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

i. Contractor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement in accordance with the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of Federal Regulations (CFR) 87.

ii. Contractor certifies that it will not and has not used Federal appropriated

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Contractor shall file the certification in Exhibit D.

iii. 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 federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.

iv. 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

EXHIBIT D

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Typed Name of Organization	Address of Organization
Typed Name of Certifying Official	Typed Title of Certifying Official
Signature	Date

EXHIBIT E

Statement of Understanding and Approach

1. Statement of Understanding

We understand that the Oxnard Housing Authority seeks a highly specialized, qualified restoration contractor for the Window Restoration Project at the historic A. Levy House (201 S. D Street, Oxnard, CA). This project is not a typical construction task; it is a sensitive historic preservation and rehabilitation effort on a property eligible for listing in the National Register of Historic Places (Oxnard Landmark No. 75).

Our core understanding of the **Scope of Work** is based on three critical components:

1. **Historic Window Restoration (101 Units):** The primary goal is to perform material and operational repair of the existing historic wood-framed, double-hung, and casement windows, minimizing replacement and conforming strictly to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
2. **Inappropriate Window Replacement (4 Units):** Four existing vinyl units in the carriage house must be carefully replaced with new wood-framed units that match the historic profile and operation (double-hung or casement).
3. **Lead-Based Paint (LBP) Remediation:** Given the building's age (1912), certified LBP abatement is mandatory for all paint-disturbing activities.

We acknowledge and commit to the project timelines, including the maximum **120 calendar day** duration, the restricted work hours (8:00 AM to 5:00 PM, excluding weekends and OHA off-Fridays), and the required three (3) year warranty on workmanship.

2. Proposed Approach and Methodology

Our approach is phased to ensure meticulous preparation, strict adherence to specialized historic methods, and robust compliance with all health and safety regulations, particularly regarding LBP.

Phase 1: Mobilization, Due Diligence, and Verification

Upon receipt of the Notice to Proceed, we will immediately execute the following due diligence activities:

- **Final Field Verification:** Our lead craftsman will perform a unit-by-unit field verification of the 105 windows to confirm material type, operation, count, and precise nature of identified repairs (e.g., specific missing ropes, hardware condition).
- **LBP Abatement Plan Implementation:** We will establish the containment, setup, and safe ingress/egress protocols for the designated work area in strict accordance with the LBP Remediation requirements outlined in Section B.

Phase 2: Material and Operational Restoration

This is the core of the project, focusing on the preservation of original fabric wherever possible:

- **Woodwork Restoration (Preservation First):** We will utilize hand-sanding and minimal planing to address stuck sash and out-of-plane units. Deteriorated and missing wood material will be meticulously repaired using a two-part structural epoxy restoration system, shaped and sanded to match the original profiles. Full wood replacement will only occur where material integrity is completely compromised and repair is precluded, using in-kind wood members to match historic dimensions.
- **Glazing and Putty:** Deteriorated glazing putty will be gently removed. All intact glass will be cleaned and reused. Cracked or broken panes will be replaced with new glass in-kind. New glazing putty will be applied and finished to traditional profiles.
- **Operational Components:** Broken or missing functional components (ropes, pulleys, weights) will be replaced in-kind to ensure all existing windows are restored to smooth, functional operation.
- **Hardware Treatment:** Existing latches, pulls, and stops will be professionally cleaned and protected from paint overspray and debris. Missing hardware will be replaced with period-appropriate, in-kind units that match historic counterparts.

Phase 3: Lead-Based Paint Remediation and Painting

All paint removal activities will be treated as LBP remediation:

- **Certified Abatement:** All scraping, removal, containment, and disposal will be executed by our dedicated, certified licensed abatement personnel. We commit to the scrape and intact method where appropriate, ensuring full compliance with EPA/HUD regulations and proper disposal at an EPA-approved hazardous waste site.
- **Prep and Finish:** After LBP remediation and necessary preparation per industry standards, window surfaces will be primed and repainted with a high-quality protective coating system to ensure durability and historic appearance.

Phase 4: Replacement Windows and Final Approval

The four inappropriate vinyl windows will be addressed during this phase:

- **In-Kind Replacement:** New wood-framed double-hung or casement windows will be specified, procured, and installed. These units will be manufactured to match the sash profile, muntin configuration, and operation of the adjacent historic windows in the carriage house, ensuring visual continuity.
- **Final Walkthrough and Closeout:** We commit to calling for a final walkthrough and approval with the Project Manager/Housing Authority staff after the completion of each unit (as defined by the Project Manager), enabling partial billing and ensuring continuous quality control and satisfaction prior to closeout.

3. Project Organization and Staffing

Our team is structured to manage the specialized requirements of a historic preservation project with federal compliance standards:

Role	Responsibility and Qualifications
Project Manager **- April Rabanara**	Primary point of contact, overall scheduling (120-day limit), budget tracking, and quality control. Holds relevant historic preservation experience (as demonstrated in our Qualifications section).
Lead Historic Restoration Craftsman **- Andres Nava**	Direct oversight of all wood, glazing, and hardware restoration. Expertise in traditional joinery, the use of epoxy restoration systems, and adherence to the Secretary's Standards.
Certified LBP Abatement Supervisor **- Kaden Lehne LRC-00013725**	Manages LBP containment, safe work practices, and disposal documentation. Certified and licensed personnel are mandatory for this role.
Finish Carpentry/Painter **- Andres Nava**	Executes in-kind window replacement, preparation, priming, and final painting for all 105 units, ensuring a durable, aesthetically appropriate finish.

_____ _____

Signature Date

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Applicability. This form is applicable to any construction/development contract greater than $250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and,

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of

(a) Definitions. As used in this clause -
(1) “Acceptance” means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
(2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
(3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction** PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

retain ten (10) percent of the amount of progress

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in

subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $ _____ Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/ Seller agrees as follows:

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training,including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i)The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions in cluding sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

( ) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

EXHIBIT G

GENERAL CONDITIONS

Contract is federally assisted therefore, all applicable wage determinations, safety and health regulations, nondiscrimination provisions, labor standards, and requirements. Including but not limited to:

Work Hours:
From 8:00 AM to 5:00 PM max. Including 1-hour lunch.
No work is allowed Saturdays, Sundays, Authority flex Fridays and
any official holidays.

Safety and Security:
The contractors are required to secure the work area during the work hours, lunch hours, weekends, and holidays. The contractors shall secure and render safe the entire construction area at the end of each working day. Work areas must be well barricaded and flagged, and all precautions should be taken to avoid injury or damage to any person or property and shall protect and indemnify the Housing against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by it or its agents, employees or Subcontractors. Work to be completed in compliance with the Department of Housing and Urban Development's and US Environmental Protection Agency's lead-based paint remediation requirements.

Compliance with all Laws:
The contractors shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the contractors perform pursuant to the contract documents.

Project Schedule:
The contractor is expected to complete the job in not to exceed one hundred twenty **(120) working days**.

Construction Debris:
Due to the nature of the job, the contractor is responsible for hauling away debris.

Storage Bin
The contractor shall provide bins and/or containers for temporary storage.

Warranty:
The contractor shall warrant the work for a period of **Three (3) year**s on workmanship.

Final Walkthrough, and Sign off:
The contractor is required to call for a final walk through with the project manager and/ or the Housing Authority staff after completion of the project. Upon approval, the contractor may bill

the Housing Authority for said work. All the payments will be pending obtaining a final sign off from the City inspector and turning in those permits.

The A. Levy House

201 S. D. Street; Landmark No. 75; Constructed 1912; CRHR Status Code: 3S; Original owner: A. Levy; Architect: A.C. Martin; Contractor: Paul C. Staple

Project Plan & Scope of Work				Regulatory Compliance		Action			
Feature/Trade	**Acquisition Status**	**Priority**	**Task**	**Admin COA**	**Section 106**	**Assign**	**Project Phase**	**Year**	**Status**
Roofing	MA/PY 7 (2017) Incomplete; owner withdrew from Mills Act plan in 2021. Prior work: Reroof (2002), Elastomeric coating (2019-2021). Documentation indicates not replaced during 2010-2024 period. Inspection and estimate required by qualified roofer. Reroof with more appropriate/compatible comp shingle material, color, and shadowed thickness. Rafter notching on wide gable eaves indicates missing gutter system; requires replacement. Bird screening is causing debris trap. Porte cochere deck, front deck, rear balcony deck all in poor condition; front deck requires resloping for drainage, possible rebuild.	High Priority	Re-roof - high quality comp shingles	**Yes**	**Yes**	**Mackone**	**Phase 1**	**2025**	**Start Date 11/24**
			Install high quality gutters						
			Resurface/replace front, porte cochere, and balcony decks						
		Moderate Priority	Replace bird screening - clear spikes	**Exempt**	**Exempt**	**OHA**	**Phase 2**	**2026**	
Carpentry	Many areas of dry rot & missing material noted. Comprehensive repair required. Many visible exterior holes/gaps. Full inspection and repair required, coordinate with painting. Carriage House - MAPY 5 (2015). Incomplete. Siding is extant on three elevations (2017). Reported in 2018 that south side was still not done as required access by neighbor. This remains vertical boards. Coordinate with house siding work.	High Priority	R/R exterior wood cladding in kind	**Yes**	**Yes**	**TBD**	**Phase 3**	**2027**	
	Requires full inventory and repair/restoration, or replacement in kind if needed, of all wood trim and sills, framing, and sash rails and stiles. Coordinate with window work and painting.	High Priority	R/R dry rotted window trim boards	**Yes**	**Yes**	**KC Restoration pending 12/16**	**Phase 2**	**2026**	**Mid-Jan pending contract approval & entitlements**
	Original front entry steps have been removed and inappropriate handrails introduced in front and rear. Requires immediate fix for safe and compliant handrail and eventual restoration/reconstruction or period/stylistically appropriate entry/rail.	High Priority	Replace/restore handrail at front porch, rear porch and Unit 2 rear	**Yes**	**Yes**	**Mackone**	**Phase 1**	**2025**	**Start Date 12/22**
		Low Priority	Restore front, side deck, and rear entries	**Yes**	**Yes**	**TBD**	**Phase 3**	**2027**	**12/15-12/19**
	Repair as minimally as possible to correct minor condition. In-kind replacement material, if needed.	High Priority	Repair Unit 9 entry step	**Exempt**	**Exempt**	**OHA**	**Phase 2**	**2026**	
	Consistent, period or stylistically appropriate design.	Low Priority	Rebuild/restore subfloor vents	**Yes**	**Yes**	**TBD**	**Phase 4**	**2028**	
	Low-priority due to eliminated access. Replace with period or stylistically appropriate design to match front, side, and rear entries.	Low Priority	Redesign handrail on porch cochere roof deck	**Yes**	**Yes**	**TBD**	**Phase 3**	**2027**	
	MA/PY 9 (2019) Reported interior/exterior repaint (2010). Inspection (2/2014) documented need for painting south side windows frames & sills, which was never reported completed. Wood DH & casement – singles, pairs, ribbons, & tripartite. Some modification and relocation; Modifications and addition of out-swinging casements (1929). Full inventory, including inspection of operation status, condition, and R/R needs, as well as glass, glazing,	High Priority	R/R windows, as needed	**Yes**	**Yes**	**KC Restoration pending 12/16**	**Phase 2**	**2026**	**Mid-Jan pending contract approval & entitlements**
		High Priority	Replace north attic vent	**Yes**	**Yes**	**TBD**	**Phase 3**	**2027**	

Windows & Doors	weatherstripping, and operational mechanisms needed. SE windows are in worst condition with scattered needs throughout. Coordinate with window repair (see Plan Year 3). Original screens missing; carriage house has replacement screens (~30 A/F) in cellar. Custom screens needed to restore original aesthetic.	Moderate Priority	Install new screens, as needed; coordinate with progression of window work, 2/26-6/26	**Yes**	**Yes**	**OHA**	**Phase 2**	**2026**	
	MA/PY6 (2016) Interior door replacement reported completed. Replacements and current inventory of doors is unclear. Reported Units 4, 7, 6, & 8 replaced (2011/2012) and all but one replaced (2016/2017). Interior entry doors appear mostly original/period with various hardware from original to modern. Exterior doors on main house replaced except rear balcony. Carriage House has one original exterior door. A full inventory of interior/exterior doors on residence and carriage house is required to determine replacement needs and plan to achieve period appropriate and uniform aesthetic. Interior doors should be either 5-panel or Shaker style. Inventory is low priority and work includes restoration opportunity and can be completed in priority phases/routine maintenance.	Low Priority	Replace inappropriate exterior/interior doors, as needed	**Yes**	**Yes Exterior**	**TBD**	**Phase 5**	**2029**	
Painting	Severe failing conditions noted. Full repaint required. Coordinate with all exterior patch/repair work.	High Priority		**TBD**	**Yes Exterior**	**Section 106**	**Phase 3**	**2027**	
		Routine Maintenance	Minor exterior paint touch-ups as needed	**Exempt**	**Exempt**	**OHA**	**As Needed**	**As Needed**	**Ongoing**
Plumbing	Unspecific plumbing work reported in Units 1,2,3,4,6,8, & 9 (2019-2021). Water heater installed in Units 7 & 8. Replacement of 4" cast iron drainpipe in Units 1, 2, 4, 7, 8, & 9 (2019-2021). Drain pipes may be lower priority due to more recent work.Water heater – shared plumbing. Need to investigate. Ideal would be to separate everything and pay their own. If not, identify what is shared and how to distribute equitably. Identify unauthorized tenants. Get as-builts. Sewer lines look new – replaced at some point. ABS. No issues. Incoming – no complaints. See copper lines in cellar. Previous vendor work unavailable.	Moderate Priority	Repair/repipe incoming & drain lines as needed - pending plumbing investigation	**Yes**	**Yes**	**RA Architect Vendor TBD**	**Phase 3**	**2027**	**Lidar 10/3 Survey TBD 1/2026**
	MAPY 2 (2012). Unit 2 viewed - modern replacements. Inspected all units (2/10-2/11). Incomplete, but not urgent condition. Replace as needed with unit vacancies.	Routine Maintenance	Repair/replace damaged or inoperable interior fixtures with period-appropriate selections in consultation with JMRC, as needed	**Exempt**	**Exempt**	**OHA**	**As Needed**	**As Needed**	**Ongoing**
	Furnaces (5) located in cellar. All require								

HVAC	Furnaces (5 located in cellar. All require replacement. A few mid-century interior wall heaters were identified by JMRC. No whole house AC system; consider future system or split units. Existing tenant window AC units; some problematic, causing water damage to adjacent historic materials. Tenant AC window units removed 4/2025. Observed new window units 11/2025 - will address at start of window restoration project.	Routine Maintenance	Replace Unit 2 furnace with interior wall heater in Phase 1 and Units 4,6,8,9 in Phase 2. Remove furnaces from cellar in Phase 3. Intention is to minimize intrusive addition of duct work, intake vents, etc. Retain historic vents and appliances in consultation with JMRC	**Yes**	**Yes**	**ABC**	**Phase 1 As Needed**	**2025 As Needed**	**Unit 2 11/13 Units 4,6,8,9 on-going maintenance**
Landscaping	MA/PY 2 (2012) Landscaping in good condition, not urgent. No work needed at this time.	Routine Maintenance	Landscaping - install sprinklers, clean-up plantings, trim trees as needed	**Exempt**	**Exempt**	**OHA**	**As Needed**	**As Needed**	**Ongoing**
Chimney	Regardless of operable status, chimneys require interior inspection and repair of flues and fireboxes by chimney sweep; interior/exterior inspection, repair, and repointing of mortar by mason; rebuilding of stacks above roofline per code; seismic strapping, and application of approved penetrating sealer (and possibly sacrificial anti-graffiti coating) for at least front chimney. Coordinate exterior stack and seismic tie work with roof work, if possible.	High Priority	Install glass doors and pad lock to ensure nonuse - Units 8 & 9	**Exempt**	**Exempt**	**OHA**	**Phase 2**	**2026**	
			Seismic strap chimneys to structure at roofline E63	**Yes**	**Yes**	**RA Architect Vendor TBD**	**Phase 3**	**2027**	**Lidar 10/3 Survey TBD 1/2026**
			Increase chimney stacks to code and potentially install spark arrestor - pending structural investigation	**Yes**	**Yes**	**RA Architect Vendor TBD**	**Phase 3**	**2027**	**Lidar 10/3 Survey TBD 1/2026**
			Repoint mortar & restore/seal brick	**Yes**	**Yes**	**Vendor TBD**	**Phase 3**	**2027**	
Flooring	MA/PY 4 (2014) Reported completed: Units 1 & 3 (2019-2021). Reported not completed: Unit 8 (2015), Units 4 & 9 (2018). Unit 2 inspected (carpeted). All units inspected 2/10-2/11 - Unit 9 original wood flooring with some damaged areas, all other units are in acceptable condition. Inspect and complete as needed with unit vacancies.	Routine Maintenance	Repair or refloor with wood plank flooring - Unit 2 (vacant) and others with unit vacancies, as needed.	**Yes**	**Yes**	**OHA**	**Phase 1 As Needed**	**2025 As Needed**	**Unit 2 11/6 Unit 6 11/6 Additional as on-going maintenance**
	Inappropriate shellack finish should be removed, R/R flooring as needed, refinish appropriately	Low Priority	Refinish front/rear porch flooring	**Yes**	**Yes**	**TBD**	**Phase 3**	**2027**	
Electrical	MA/PY 6 (2016) Unspecific repairs reported (2019-2021). Full inspection and repair/rewire required. May need service amp upgrade and new panel(s). Requires full inspection and rewire to separate units. May have 7 meters, and carriage house shares a meter. 100 AMP service per unit.	High Priority	Upgrade service amperage, as needed - pending structural investigation	**Exempt**	**Exempt**	**RA Architect Vendor TBD**	**Phase 3**	**2027**	**Lidar 10/3 Survey TBD 1/2026**
			Install new panel(s), as needed - pending structural investigation						
Interior Work	MAPY 7 (2017). Units 1,2, & 3 repainted (2019-2021). Not reported. All units inspected 2/10-2/11. Large patch near attic access is improvable.	Routine Maintenance	Repair/patch, repaint interior plaster walls/ceiling as needed in consultation with JMRC.	**Exempt**	**Exempt**	**OHA**	**As Needed**	**As Needed**	**Ongoing**
	MAPY 8 (2018). Repeat from Plan Year 2 (2012). Not reported. All units inspected 2/10-2/11.Inspect and replace as needed with unit vacancies.		Replace kitchen/bath fixtrs/applcs						
	Anticipated interior repair and maintenance work		Minor interior repairs to flooring						
			Minor interior wood trim repair/paint						
	MAPY 9 (2019). Incomplete/not completed.								

Site Work	Walkways are in poor condition and require in-kind replacement to match in material, scoring pattern, color, and aggregate texture. Two front curving walkways are original/early. Dimension, curvature, and path must also be preserved in replacement. Salvage and reuse original contractor stamp(s), if present. MAPY 10 (2020). Incomplete. Minor repairs reported in Year 4 (2014). Driveway is in poor condition and requires in-kind replacement to match in material, scoring pattern, color, and aggregate texture. Assess salvage and reuse potential of original contractor stamp(s).	High Priority	Replace concrete driveway and walkways in consultation with JMRC	**Yes**	**Yes**	**Mackone**	**Phase 1**	**2025**	**Start 12/22**
	South property line wood fence may be out if alignment in rear at carriage house. Wood fence is in poor condition and requires replacement.	Moderate Priority	Replace in kind. Consider vinyl, if allowable.	**Yes**	**Yes**	**TBD**	**Phase 2**	**2026**	
Cellar	2/10 Inspected for code compliance and rehabilitation. Requires fire floor separation, restore interior stair access, replace exterior cellar door	High Priority	Construct fire floor separation per code - pending architectural investigation	**Yes**	**Yes**	**RA Architects Vendor TBD**	**Phase 3**	**2027**	**Lidar 10/3 Survey TBD 1/2026**
		Low Priority	Restore interior steps/access - pending architectural investigation	**Yes**	**Yes**	**RA Architects Vendor TBD**	**Phase 3**	**2027**	**Lidar 10/3 Survey TBD 1/2026**
		Moderate Priority	Replace exterior cellar door and weatherproof/seal as needed	**Yes**	**No**	**Vendor TBD**	**Phase 2**	**2026**	
Weatherproofing	MA/PY 6 (2016) Reported complete; unlikely. No evidence provided. Low priority. Coordinate after electrical and plumbing, if needed. 2/10-2/11 Main side gable has bat insulation; none in W cross gable. No attic in carriage house. Schedule after all attic access work. Numerous intrusions and gaps identified.	Low Priority	Insulate attic	**Yes**	**Yes**	**TBD**	**Phase 3**	**2027**	
		Moderate Priority	Seal subfloor vents	**Yes**	**Yes**	**TBD**	**Phase 3**	**2027**	
Seismic	Inspected 2/10 - Foundation is not strapped	High Priority	Foundation strapping - pending architectural investigation	**Yes**	**Yes**	**RA Architects Vendor TBD**	**Phase 3**	**2027**	**Lidar 10/3 Survey TBD 1/2026**
Pest Control	Termite and dry rot damage noted/suspected. Termite inspection (2/24), termite treatment (4/28); coordinate R/R with siding/paint	High Priority	R/R wood material, as needed	**Exempt**	**Exempt**	**TBD**	**Phase 3**	**2027**	
ADA Compliance	Not accessible; however, appears to meet Section 8 requirements. Checking grant requirements. Rear entry may be easily made accessible and mailboxes relocated to exterior if needed/desired.	Low Priority	Determined Section 8 compliant. Consider accessibility needs in consultation with JMRC - Phase 3	**Yes**	**Yes**	**TBD**	**Phase 3**	**2027**	
Hazards	Find prior or complete hazards investigation	Moderate Priority		**Exempt**	**Exempt**	**TBD**	**Phase 2**	**2026**	

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Federal Asset Forfeiture Funds.

RECOMMENDATION

That the City Council recognize $1,717,379 in federal asset forfeiture funds, and approve a budget appropriation in the amount of $1,717,379 for the use of Federal Asset Forfeiture Funds (Fund 191) allocated to the City of Oxnard's Police Department.

(This item did not originate in Committee.)

BACKGROUND

As established under various state and federal statutes, asset forfeiture is intended to disrupt criminal activities through the seizure, forfeiture, and distribution of the instruments or proceeds of crime, also referred to as "ill-gotten gains." Law enforcement agencies use asset forfeiture to fund things such as training and equipment, enhancing operations, and therefore the ability to promote public safety.

Asset Forfeiture Fund ("AFF") allotments for Oxnard are primarily generated through the Police Department's narcotics investigations. Historically, the Police Department's Drug Enforcement Unit ("DEU") was the principal investigative entity, and partnered with the Federal Bureau of Investigation ("FBI"). The amount being requested for appropriation in this agenda item is a product of that partnership. The Police Department currently participates in a county-wide multi-agency task force, which also partners with federal agencies such as the FBI and the Drug Enforcement Agency ("DEA").

DISCUSSION

The seizure(s) mentioned in this agenda item involve cash that was connected to an illicit narcotics activity and/or money laundering case. The matter was a federally-prosecuted case that has been entirely adjudicated, the defendant having pleaded guilty in federal criminal court proceedings.

Overview of the Asset Forfeiture Process

The asset forfeiture process generally involves three steps:

Seizure: Law enforcement agencies are authorized to conduct seizures for certain types of criminal offenses and under specified circumstances. For example, law enforcement officers must generally have probable cause to believe that an eligible crime has occurred before assets may be seized. A designated Oxnard Police Department detective works with federal agents to identify assets deemed as "ill-gotten gains." The process of federal asset seizures is approved by legal counsel at the federal agencies (FBI, DEA, etc.) and the United States Attorney’s Office.

The Oxnard Police Department does not conduct federal seizures of currency less than $1,000. Per Oxnard Police Department policy (606.3.2), the following property types are not seized for forfeiture:

- Cash and property that does not meet the forfeiture counsel's current minimum forfeiture thresholds should not be seized.
- Real property is not subject to seizure, absent exigent circumstances, without a court order (Health and Safety Code §11471).
- A vehicle which may be lawfully driven on the highway if there is a community property interest in the vehicle by a person other than the suspect and the vehicle is the sole vehicle available to the suspect's immediate family (Health and Safety Code § 11470).
- Vehicles, boats, or airplanes owned by an "innocent owner," such as a common carrier with no knowledge of the suspected offense (Health and Safety Code § 11490).
- Any property when the associated activity involves the possession of marijuana or related paraphernalia that is permissible under the Control, Regulate and Tax Adult Use of Marijuana Act (Health and Safety Code § 11362.1).

Adjudication: Federal and state asset forfeiture proceedings are initiated to determine whether assets were seized appropriately and can be kept by the government. Cases pursued federally are typically those that either 1) arise from joint investigations in which federal law enforcement participates or 2) meet federal requirements allowing a state or local case (upon request of the state/local entity) to be "adopted" as a federal case. All other cases are pursued at the state level.

A criminal conviction is required, and forfeiture is part of the defendant’s sentence. Criminal forfeiture is limited to the property interests of the defendant, including any proceeds earned by the defendant’s illegal activity. Criminal forfeiture is generally limited to the property involved in the particular counts of which the defendant is convicted. As part of sentencing, a court may order the forfeiture of a specific property listed in the indictment, a sum of money as a money judgment, or other property as substitute property. The government must establish the requisite connection between the crime of conviction and the asset. After a preliminary order of forfeiture is entered, a separate proceeding begins to determine any third-party ownership interests in the property the government seeks to forfeit. The court will then enter a final order of forfeiture.

As mentioned above, the amount being requested for this appropriation involved a federally-prosecuted case that has been entirely adjudicated, the defendant having pleaded guilty in federal criminal court proceedings.

Distribution of funds: Generally, the United States Marshals Service has primary responsibility for the federal asset forfeiture process. It is those funds that have been through the adjudication and challenge phase that become eligible for distribution. Asset forfeiture proceeds are typically required to be distributed in particular ways and used for specific purposes. Examples of allowable uses include supplementing existing law enforcement equipment and training.

Uses of Asset Forfeiture Funds

AFF appropriations are used for various unbudgeted training and equipment purchases. AFF must be used by law enforcement agencies for law enforcement purposes only and cannot replace or supplant existing budget or resources. The Police Department intends to fund the following categories of purchases:

- $1,233,242: Hardware and software including additional body-worn cameras ("BWC"), Tasers, interview room equipment, dash mounted cameras for patrol vehicles, and translation equipment. All of these items meet a critical need, and are obtained via an agreement with AXON International, Inc. ("Axon").

- $291,791: Equipment/uniforms, such as helmets, vests and gas masks.

- $100,000: Drone First Responder program.

- $50,000: Training, conferences, and seminars, such as investigations related to narcotics, homicide, or related to professional development.

Approval for the above-mentioned agreement with Axon is also being sought from the City Council during its December 16, 2025 meeting in a separate item (see Reports, below).

Asset Forfeiture Funding for materials qualifying as "Military Equipment"

Government Code sections 7070-7075 (also more commonly known as Assembly Bill 481) require California law enforcement agencies to obtain approval from the agency's governing body before purchasing, acquiring, or using what the legislature defines as "military equipment." This also includes acquiring surplus military equipment from the federal government (the Police Department ceased this practice many years ago). In the event that the Police Department should seek to use AFF to purchase equipment that is defined by this statute as military equipment, it will be brought to the City Council for approval in a separate agenda item at future meetings.

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

Approval of the recommended action will recognize revenue of $1,717,379 and appropriate $1,717,379 to the Federal Asset Seizure Fund 191 (Project #M2005) for equipment purchases and training. Approval of this recommendation will have no impact on the General Fund.

For Finance Use Only: Federal Asset Seizure Fund (Org. 1912131 Obj. 43240; 52310 - $50,000, 52400 - $391,791, 53200 - $1,233,242, 57800 - $42,346 Project M2005)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS
None

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.10

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Phoenix Group Information Systems Agreement Amendment.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to an Agreement with Phoenix Group Information Systems ("Phoenix Group") (A-8504) extending the agreement one additional year; and amending the total agreement amount to a not-to-exceed amount of $1,466,277, for parking citation processing, administrative citation processing, and alarm management services.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on November 22, 2022.)

BACKGROUND

In 2022, the Phoenix Group was selected through a Request for Proposal (RFP) process. Four vendors responded to the RFP. A committee was organized to review the proposals based on the following criteria: services offered, detail and thoroughness of the proposal, cost comparison, customer service, customer satisfaction, and compliance with current state laws and regulations. Based on the reviewed criteria, the committee selected Phoenix Group. The Phoenix Group has been performing citation processing duties for over 30 years. They provide services to over 240 agencies and public entities in California. Some of the California cities currently contracting with Phoenix Group include Arcadia, Del Mar, Irvine, and Westminster.

The Phoenix Group currently processes the City of Oxnard's parking citations, fireworks citations, animal safety citations, administrative citations, and manages false alarm billing. The purpose of this amendment to the services agreement (A-8504) is to extend the agreement for one (1) additional year and to amend the total agreement amount to $1,466,277. The services agreement with Phoenix Group had an agreement start date of January 1, 2023, with an ending date of December 31, 2025, with two (2) additional one (1) year options to renew. The original agreement was for a not-to-exceed amount of $810,000.

DISCUSSION

The Police Department conducts parking enforcement throughout the City and issues parking citations for various violations of the Oxnard City Code and the California Vehicle Code. When fully staffed, Police Department employees issue over 37,000 parking citations each year. The animal safety employees, on average, issue over 3,000 citations, and the Police Department and Code Compliance issue over 1,000 administrative citations annually. The Police Department also handles over 4,000 customers for alarm services.

The Phoenix Group addresses uncollected fines through additional collection efforts, such as involving the California Franchise Tax Board to garnish income tax returns for those persons who have been delinquent in paying their parking citation fines. Additionally, Phoenix Group undertakes the collection process for unpaid fines on all other City of Oxnard administrative citations, including fireworks and code compliance violations.

Phoenix Group's citation processing works by sending collection notices to the registered owners of vehicles that have been issued parking citations. In the notice, the fines are clearly stated, and the process for collecting delinquent fines through the California Franchise Tax Board is explained. After the fines are collected, Phoenix Group deducts a 15% processing fee and sends the net proceeds to the City of Oxnard.

With the addition of California's "daylighting" law (AB 413), which prohibits parking within 20 feet of the approach side of a marked or unmarked crosswalk, compounded with improved staffing levels that lead to an increase in citations issued in 2025, the costs associated with processing the increased number of citations have exceeded the original agreement amount of $810,000.

To cover the costs associated with processing the increased number of citations for the remainder of 2025 and with a one-year agreement extension from January 2026 through December 2026, a new not-to-exceed amount of $1,466,277 is needed to cover the anticipated costs associated with processing and collection of the fines for citations.

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

The total cost of the agreement shall not exceed $1,466,277. With the approval of the contract amendment, the estimated cost for FY2025-2026 is $424,184. There is sufficient funding in the current FY2025-2026 General Fund Police operating budget for $384,184 and General Fund Code Compliance operating budget for $40,000. Future years' funding will be requested in the annual budget process.

For Finance Use only: General Fund (Org. 1012111 Obj. 53200, Org. 1012113 Obj. 53200, Org. 1014103 Obj. 53200)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dale McAlpine, Commander, Delia Campbell, Police Finance Manager

ATTACHMENTS

1. A-8504 Phoenix Group Amendment
2. A-8504 Phoenix Group

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 16th day of December, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and Phoenix Group Information Systems ("Contractor"). This First Amendment amends the Agreement entered into on January 1, 2023, by City and Contractor .

City and Contractor agree as follows:

1. Pursuant to Section 5, the City is exercising its first one-year option term/period. The Agreement will be extended for one additional year beginning on January 1, 2026 through December 31, 2026. The City has one option term remaining pursuant to Section 5.

2. In Section 6 of the Cover Page of the Agreement is hereby amended to state: "Total Agreement amount: $1,466,277."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☐Luis A. Mc Arthur, Mayor[1] Date

ATTEST:

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

APPROVED AS TO FORM:

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

PHOENIX GROUP INFORMATION SERVICES

Robert Murphy, President Date

Claire Murphy, CFO [2] Date

1 The City Council must authorize and the Mayor must execute any agreement over $220,000.

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.

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: January 1, 2023

(2) Consultant: Phoenix Group Information Systems

(3) Services: Parking Processing, Civil Citation Processing and Alarm Management Services

(4) Schedule of Services:

- "See Schedule of Services Exhibit, which is attached hereto and incorporated herein,"

(5) Agreement Ending Date: December 31, 2025, with two (2) additional one (1) year option to renew.

(6) Total Agreement Amount: $810,000

(7) City's Project Manager: Jose Diaz

(8) Consultant's Project Manager: Robert T. Murphy

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
2677 North Main Street #440	251 South C Street
Santa Ana, CA 92705	Oxnard, CA 93030
Attn: Robert T. Murphy, President	Attn: Jose Diaz, Police Sergeant
CONSULTANT'S PROJECT MANAGER EMAIL:	*CITY'S PROJECT MANAGER : EMAIL:*
BOBM@phxgis.com	**Jose.diaz@oxnardpd.org**

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☐ Scope of Services Exhibit
- ☑ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-)

COUNCIL APPROVED
K.6 12/20/22
DATE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. 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 subcontractors. 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.

8. 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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees 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. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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 Consultant shall perform for the City. Except as City's Project Manager specifies in writing, 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. 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 18.

19. 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 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

PHOENIX GROUP INFORMATION SERVICES

12-20-22
☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ Patricia Garcia, Buyer

Robert Murphy, President[2] — 10/24/2022 Date

Clair Murphy, CFO — 10/24/2022 Date

ATTEST:

R. Chaparro 12/20/22
Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

FOR 11/17/22
Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[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; 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.

SCOPE OF SERVICES EXHIBIT

1. Consultant shall provide the following services for the collection of fines, bails and forfeitures on City's behalf:
   a. Reconcile citation count,
   b. Import from any (if any) automated ticket writers,
   c. Determine processing ability of the citations,
   d. Identify and verify registered vehicle owners,
   e. Provide generation and mailing of notices, Monday - Friday, excluding holidays, to vehicle owners. Mailing of notices should not be more than 24 hours after generation and printing,
   f. Placement and removal of registration holds daily, process contested citation applications, coordinate with hearing agency and/or hearing officer, schedule hearing dates, notify violator, reschedule if needed, notification of outcome to violator, and all resources and letters available for viewing by the city on-line real time,
   g. Prepare custom letters are requested by the City
   h. Suspend Review and Hearing requests within 48 hours of receipt to avoid delinquent notices and provide accurate information for the City,
   i. Provide online review option,
   j. Process payments within 48 hours of receipt,
   k. Provide online payment option,
   l. Cancel or modify citations disposed of by court,
   m. Maintain current parking citation system master file,
   n. Provide quarterly operational review sessions as needed,
   o. Provide parking management consulting services within the scope of this Agreement.
   p. Provide for the collection of delinquent parking citations through Franchise Tax Board or collection agency services or both.
   q. Consultant agrees to maintain hard copies of the parking citations for a period of one year after issuance, unless returned to the City. Thereafter, the hard copy will be returned to City. Consultant agrees to have City's parking citations available on system or electronically for not less than a three-year period from date of issuance and provide City retrieval of the parking citations during this period, unless data has been returned to the City.

2. Periodic Reports

   a. Consultant shall submit reports, satisfactory to Manager, either daily or within TEN calendar days after the end of the month detailing activities relating to performance under this Agreement, including but not limited to, the following:

   (1) Monthly revenue collected for the month.
   (2) Monthly parking citations issued for the month.
   (3) Monthly status activity report.

(4) Monthly payment analysis report
(5) Daily habitual offender's report.
(6) Monthly officer performance report.
(7) Monthly status history report.
(8) Monthly disposition of all voided or dismissed tickets, by operator,
(9) Monthly disposition of all citations that have a completed review or hearing disposition,
(10) Monthly listing of any refunds pending,
(11) Daily bank deposit of ticket payments.
(12) Special reports and requested or required by Manager.
(13) Reports maintained on-line real-time for a period not less than 24 months.
(14) Ad Hoc reporting availability using the Internet and real-time data.
(15) Reports of all citations forwarded to the Franchise Tax Board and/or Collection Agency.
(16) Report of all citations paid through the Franchise Tax Board or Collection Agency.

b. Consultant shall provide all reports on-line real-time in a PDF format. Reports may be downloaded by the City to a CD, or to a local server for archiving. All reports will be available using Internet Explorer and Adobe Reader.

c. Deposit confirmations will be an exact copy of the daily deposit ticket; daily habitual reports will be generated before 7:00 a.m. with the most current data (including all payments from the day before).

3. Suspension of Processing

Consultant shall suspend the processing of a citation upon written notice by Manager. City shall provide a written list to Consultant of the individuals authorized to suspend processing of citations, or Consultant shall allow access to the database for immediate updating by the City. Consultant shall return any citations requested by Manager. Consultant shall maintain records indicating the suspension of a citation as a result of Manager's request.

4. Remote Real Time Access to System

Access to the System shall be available using the Internet and Consultant's custom program at no additional charge. Each operator must be set up with a unique log in and appropriate security. System will allow for each function and/or capability to be set up uniquely by Operator. The following functions will include:

FUNCTION	**Provides Remote User with the ability to:** (Security must be established for each operator; each function has an established security level).
1. Cite Summary (View only)	A chronological list of actions by the date completed. This is available for every citation on file.
2. Cite Facsimile	A screen display of the citation data.

(View only)	
3. Dismiss/ Void	The ability to void or dismiss a citation. The system will keep track of all entries by operator. Reason Codes and note space is also provided.
4. Extensions	The ability to set up an extended due date for the citation. Notes and comments may be saved to detail the extension.
5. Reviews	The ability to set up a review and the disposition of the review. Reason codes and note space is provided. The Letter Correspondence will also "pop-up" for input.
6. Hearings	The ability to set up a hearing and the disposition of the hearing. If a payment has been collected, this function will require that you enter the payment prior to the disposition. Note space is provided. The Letter Correspondence will also "pop-up" for input.
7. License	The ability to edit/correct a license plate. Change to the license will automatically send a request to the DMV and generate another notice.
8. Notices	Access to the Notice information as mailed, may view and print.
9. Payments	Access to view all payment data/or the citation.
10. Add Payment	This will give the ability to add a payment on line. The payment 'source' will default to "Paid At Agency". If entering a receipt paid at DMV, the operator would select "Paid at DMV".
11. Registered Owner	Access to add a 'New' name and address to the citation. The prior name and address will remain on file for reference. The new name and address will receive a notice of delinquent parking.
12.Phone Notes	All problem calls are noted in the system. When a phone note has been entered, the system will also alert the operator at the time of a payment to check for a phone note. The system screen will also display a phone "Icon" to let the operator know there has been correspondence. Phone notes may be entered by Phoenix Group and the Agency.
13.Promissory Note	This will allow you to set up a promissory plan, or payment plan. The cite will remain suspended until the reactive date. If the cite is not paid or closed by that date, the cite will automatically reopen. Note space is also provided.
14. Violation	The ability to add a second or third violation to the citation. This will also provide the ability to dismiss or void a violation already on file.
15. Letters	This will provide a listing of all letters mailed to the violator, such as NSF letter, Hearing set up, etc. The letter may be viewed remotely as well as printed.
16. Fees	Add or reduce fees. This feature will allow the customer to add or reduce fees.
17. Notices	Notices will provide the feature to view and print a previously mailed delinquent notice.
18.Search	Provides the ability to search by citation number, license number, name and/or VIN number. Also provides a list of open tickets, and a printable report suitable for the mobile.

5. Toll Free-Customer Support

Consultant will provide to the public a unique toll free (800) telephone number to Oxnard residents or out-of-town visitors, assistance with all questions and information to assist the public. The telephone system will custom-greet the caller; i.e. "Welcome to the City of Oxnard's Citation Information Line". The Consultant will provide bi-lingual (English/Spanish) operators to assist the public during the hours of 8:00 a.m. - 5:00 p.m. The telephone system will provide the option for English and Spanish.

After hours assistance will be supported with an Interactive Voice Response System. This will provide the public with agency specific information 24/7 with the following:

a. Citation inquiry by citation number or license number,
b. Payment information,
c. Payment capability using AMX, Visa, Master Card, and Discover credit cards
   - payment(s) shall immediately update to the database real-time, violator shall receive an automatic email receipt, citation database must be immediately updated with payment amount, date paid, and that payment was made by credit card. NO credit card information will be maintained on the Consultant's server to avoid credit card theft.
d. Location for payments, mailing,
e. Instructions for correctable violations,
f. Review and Hearing instructions and disposition.

6. Preliminary Collection Processing

Follow-up special processing shall be provided by Consultant on all delinquent citations which have been processed in accordance with this Agreement which remain unpaid 90 days after the issue date.

7. Collection and Deposit of Funds

a. Consultant shall collect and deposit all moneys received for the payment of parking and administrative citation fines, bails, and forfeitures, in a checking account established in the name of the City of Oxnard with financial institution designated by City Treasurer. Consultant shall only have deposit rights to said account.

b. Consultant will make daily deposits on behalf of the City of Oxnard. Consultant will process payments within 24 hours of receipt. Disbursement of the funds will be made on a monthly basis. The City will receive a monthly statement of account activity which is net of all fees owed to consultant for the prior month. Supporting report will be included with NET Statement check issued to the City for all proceeds.

ADMINISTRATIVE CITATIONS

1. **Citation Data:** All citation data, including the name and address obtained at the site of the violation will be entered into the data system. Phoenix will provide (pre-numbered) batch cards for tracking and controlling the citations sent to our office. Any variations will be researched by PHX and the CITY would be notified of any discrepancies.

2. **Fine Schedule:** The CITY will provide the Fine schedule along with associated late fees and associated due dates.

3. **Notice of Violation (Letters):** The notice of violation will be generated by PHX and include:

    1. Amount due for the violation issued
    2. Applicable late fees
    3. How to contest the citation

The notice will include the information contained within the citation (i.e., citation number, violation number, violation description and Location) and consequences for non-payment, and/or any additional information required by the code section. The notice of violation is prepared in letter format with a remittance return portion for payment and return envelope. Up to three delinquent notices can be sent, based on the City's guidelines.

The letters provided for this program include but are not limited to:

a. First Notice after Violation; Title: Notice of Administration Violation
b. Second Notice and Warning letter after Violation; Title: Warning Collection Notification-Final Notice

4. **Payments:** All citation payments will be made to the order of City of Oxnard. The payments will be processed within the current guidelines established between the CITY and PHX Credit Card Payments: The public will be charged a convenience fee of $3.95 or 3.25% whichever is greater for all citation payments made by Visa, Master Card, Discover, or AMEX. No additional costs will be charged to the CITY. Disbursement of the citation revenue is made to the CITY the following month with detailed reporting to reflect and balance to citation activity.

5. **Website Set up:** A Website for the Administrative citations will be created for obtaining citation information, making payments and contesting instructions. The website will be integrated with the website already in place for the parking citation program. The contesting information will be directed and/or provided by the CITY. The CITY shall be responsible to specify content updates if or when any information on the website changes.

6. **Preliminary Collections:** Follow-up special processing shall be provided by Consultant on all delinquent citations which have been processed in accordance with this Agreement which remain unpaid 90 days after the issue date.

7. **Reporting:** Administrative Reporting will be available using Internet Explorer. Access to the data is obtained only with user login and password access. The reports are prepared in Adobe Reader PDF format with the option to export to Excel. The reports will be maintained on our system for a period of at least two years.

ALARM MANAGEMENT SERVICES

It will be Phoenix Group's (PHX) responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. Phoenix Group shall accurately convert all pertinent data downloaded from the City's current primary alarm and accounts/receivable databases to populate the FAMS system.

Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information PHX shall receive from the AGENCY a monthly report of documented false alarms within the AGENCY limits. PHX will record and track frequency of false alarms per location (by street address and/or permit number.) on false alarm calls within any 12-month period at a specified location in compliance with the City's municipal code.

1. PHX will maintain and operate the alarm permit process for the AGENCY and invoice according for all billable False Alarms.
2. If a notification sent by PHX to an INDIVIDUAL is returned to PHX with a change of address notification it will be brought to the PHX customer service department. PHX Customer service will correct the address and re-send the notification. If a notification is returned to PHX as undeliverable the AGENCY will be notified. No further attempts to collect will be pursued by PHX.
3. PHX will initiate Special Collections in accordance with the preferences of the AGENCY. PHX will only initiate special collections efforts for INDIVIDUALs that are past due on renewal fees, and other penalties. Special collections efforts shall include (but are not limited to) notification by mail, FTB notification and delinquent collections.
4. PHX will provide a PO Box for collections of all payments sent via check or money order.
5. Using the PHX hosted web application AGENCY staff will be able to review, update and modify residential, commercial, and alarm information as needed.
6. A unique toll free number will be assigned to the AGENCY by PHX where INDIVIDUALS can call in to speak to a live customer service representative at PHX for questions, billing, education, and any other information as required by the AGENCY.

7. Our customer service representatives realize that their most important asset is their ability to identify and fulfill the needs of the customer. The Phoenix Group Customer Service Team strives to exceed expectations while committing to quality, efficiency, and responsiveness.
8. PHX will work with the AGENCY to enhance the city ordinance pertaining to alarms, false alarms, alarm permits, penalties, fees and fines as needed.
9. PHX will work with the AGENCY to create INDIVIDUAL outreach (such as City newsletters) in-order to help get the message out regarding alarm permits and information.

SCHEDULE OF SERVICES
EXHIBIT

Consultant and City agrees that time is of the essence in regard to performance of any of the terms and conditions of this Agreement. Consultant must have all scope of services operational within 30 days of agreement start date.

TIME FOR PERFORMANCE

1. Manually Written Citations (hard copy): All citations shall be entered and on-line within 48 hours of receipt by Consultant.
2. Notice of Delinquent Parking Violation: Delinquent parking violation notices (excluding out-of-state vehicles) will be mailed within 21 calendar days of citation issuance unless otherwise specified by Manager.
3. Citation Payment and Disposition Updating: All citation payments and dispositions will be entered on-line and the information available to City within 48 hours of receipt by Consultant.
4. DMV Registration Holds and Releases: Consultant will notify DMV of all registration holds for the City 14 days from the mailing date of notice, or as directed by Manager. DMV hold releases shall be completed daily.
5. System Reports: Consultant will supply the City with all reports required by the City within 10 days of the closing of each month.
6. Franchise Tax Board Collection Process: Consultant will coordinate complete program set-up and assure that all necessary paperwork required by the State Controller's Office (SCO) is completed within the time deadlines set by the SCO.

RATES AND COSTS EXHIBIT

PARKING CITATION PROCESSING

ITEM DESCRIPTION	PER ITEM COST
Processing fee for parking citation; Automated	$0.30
Processing fee for parking citations; Hard copy	$0.30
Cost for mailing of notices, per notice	$0.49
Second Notice Mailing per notice	$0.49
Payment processing, per transaction	NO CHARGE
Online System Access, per user	NO CHARGE
Administrative Review Setup; Suspend Process	NO CHARGE
Review Disposition Letters, custom content (per letter, includes postage)	$1.25
Administrative Hearing Scheduling, per instance	NO CHARGE
Hearing Schedule & Disposition Letters, custom content (per letter, include postage)	$1.25
Out-of-State processing fee (collection percentage)	28%
Letters misc. (FTB Intercept Letter)	$1.25
Preliminary Collections	15%
Franchise Tax Board Collections	15%
FTB – SSN Lookup	$1.35
Postage - First Class Rates (for all correspondence mailed)	First Class Rates
Payment Plan Administrative Fee, Per instance	NO CHARGE
DMV Hold Placements, Per Instance	NO CHARGE
Phone service 24 hours	NO CHARGE
Cost for Credit Card Processing via IVR/Phone/Online (no charge to the City. The public is charged a convenience fee)	NO CHARGE
Training for Parking System	NO CHARGE
Refunds	NO CHARGE
Returned Check	NO CHARGE
Online Contesting Application – Per Month	NO CHARGE
Handheld Fees ***(not included in total cost)*** *Based on the City's commitment to acquire phones separately, the following one-time fee schedule will apply based on additional units being added at the City's cost and discretion.*	
WinCite Mobile Software License – Per unit; one-time charge	$595.00
Software Installation – Per unit; one-time charge	NO CHARGE
Hardware/Software Maintenance – Per unit; annually	$440.00

CIVIL CITATION

PROCESSING

Item Description	PER ITEM COST
Monthly Fee (includes all services listed below) *Web access *Custom Website payments and contesting: www.paymycite.com *Customized toll-free phone number for payments & Customer service. *Reports *Payment Plan Setups *Online Contesting *Adjudication Services; adjudication holds and scanning, disposition entry *Payment Processing *Credit Card Payments (The credit card convenience fee is charged to the public. *Customer service; • Phoenix Group has toll free numbers for both technical support and client/customer service support. We have a **Help-Desk line** so that our clients can reach us immediately and all of their concerns can be addressed. • Phoenix Group has a **Live Chat in real time** accessible to the Agency through WINCITE.	$350.00 per month
Cost per citation issued	$1.75
Notice of Violation	$0.49
Postage - First Class Rates (for all correspondence mailed)	First Class Rates
Custom Programming if required	**OPTIONAL**
Other correspondence letter including disposition letters, hearing schedule letters, and FTB Pre Intercept Notice	$1.00
2nd Level Hearing Officer costs, per hour (3 hr. minimum)	N/A
Refunds	**NO CHARGE**
Credit Card Chargebacks; if applicable	Pass through cost
Bank Returned Checks; fee only applies if bank account is controlled by Phoenix.	**NO CHARGE**
Monthly Banking Service Fee	$50.00
Preliminary Collections	15%
Franchise Tax Board Collections SSN Lookup	15% $1.35

FALSE ALARM MANAGEMENT SYSTEM:

NO UPFRONT COSTS

ITEM DESCRIPTION	PER ITEM COST
One time Set Up/Sign On Fee, includes customized website for City with online credit card processing for citizens and business owners. Integration of City's business rules in compliance with City Ordinance. Integration of any existing accounts.	**$7500.00 (WAIVED for CITY as Courtesy)**
False Alarm Payments Collected Revenue Share 1. Alarm permit and renewal fees 2. False alarms violation fees 3. Reinstatement fees 4. Late fee for false alarms 5. Delinquent Collections 6. Customer Service	**18% of amount collected**
Monthly Database Fee, includes licensing, remote access, support, reporting and revenue management.	**INCLUDED**
Notices, special letters and Renewal Letters	**INCLUDED**
1st class postage for all correspondence Mailed	**INCLUDED**
Credit Card Processing Fees, charged to Public	**INCLUDED**
Credit Card Chargebacks if applicable, pass through cost to the City, fee is added to the individual or commercial entity that initiates the chargeback.	**Pass through cost for the City**

Agreement No.

INSURANCE EXHIBIT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.11

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Second Amendment to The Counseling Team International (TCTI) Agreement.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement (9507-21-PO) with The Counseling Team International (TCTI), for the provision of psychological counseling services, increasing the value of the agreement from $220,000 for a total agreement amount not to exceed $340,000 and extending the agreement through June 30, 2027.

(This item did not originate in Committee.)

BACKGROUND

On January 15, 2022, the Oxnard Police Department entered into a three (3) year agreement (No. 9507-21-PO) with The Counseling Team International (TCTI) to provide professional psychological counseling and support services for department personnel. The original agreement was valued at $200,000. On June 5, 2025, the Oxnard Police Department entered into a first amendment to 9507-21-PO with TCTI, extending the contract through December 31, 2025, and adding $20,000 in funding, for a total agreement amount not to exceed $220,000.

Under this agreement, TCTI provides the following services:

Pre-Employment Psychological Evaluations: TCTI conducts state-mandated psychological evaluations for all police department applicants as part of the hiring process. These evaluations are performed in compliance with the California Peace Officers' Standards and Training (POST) Psychological Screening Manual.
Employee Counseling Services: TCTI offers confidential counseling services to Oxnard Police Department Employees seeking support from clinicians trained in law enforcement-specific issues. The service also includes 24/7 critical incident response, such as after officer-involved shootings or other traumatic events.
Peer Support Program Training: TCTI provides specialized training for the department's peer support team to enhance their capacity to provide effective assistance to colleagues.

DISCUSSION
The current agreement is set to expire on December 31, 2025. The Police Department is seeking approval of a Second Amendment to the agreement, to extend the term through June 30, 2027, and to increase the contract by $120,000, resulting in a revised total not to exceed amount of $340,000.

The agreement provides for a 5% rate increase for all services provided by TCTI through the expiration of this agreement.

Service Description	All Inclusive Fee per Candidate Contract Year 2022	All Inclusive Fee Per Candidate Contract Year 2023	All Inclusive Fee Per Candidate Contract Year 2024	All Inclusive Fee Per Candidate Contract Year 2025/26-End of Agreement
Pre-employment Psychological Evaluations	$325 per applicant	$325 per applicant	$350 per applicant	$367.50 per applicant
On-site 24/7/365 for officer-involved shootings	$225 per hour	$225 per hour	$245 per hour	$257.25 per hour
In-Office/ Telehealth visits	$135 per hour	$135 per hour	$150 per hour	$157.50 per hour
Training	$150 per hour	$150 per hour	$175 per hour	$183.75 per hour
Peer Support Training (3-Day training)	$299 per student (POST Rate)	$299 per student (POST Rate)	$315 per student (POST Rate)	$315 per student (POST Rate)

Beginning in FY 2022-2023, the Police Department began mandatory one-on-one counseling sessions for all first responder personnel. The Police Department plans to continue mandatory one-on-one counseling sessions for first responder personnel in FY 2025-2026, reaffirming the commitment to supporting employee wellness and mental health.

The Counseling Team International has provided reliable, professional, and law enforcement-specific psychological services since the inception of the agreement. The extension ensures uninterrupted access to these essential services, which support both employee wellness and the department's compliance with state-mandated psychological screening requirements.

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

The total cost of the contract shall not exceed $340,000. With the approval of the contract amendment, the additional amount for FY 2025-2026 is $45,000. There is sufficient funding in the FY 2025-2026 General Fund Police budget. Subsequent fiscal year General Fund funding will be requested in the annual budget process.

For Finance Use only: General Fund (Org. 1012131 Obj. 53200)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Edgar Fernandez, Police Commander

ATTACHMENTS

1. Agreement -9507-21-PO The Counseling Team Int'l (TCTI) (1)
2. TCTIExecutedFirstAmendmentAgreement9507-21-PO062725
3. TCTIRequestedSecondAmendmentAgreement TCTI 2025

DocuSign Envelope ID: 6413F813-19BB-492F-9496-762B81F8A76F

AGREEMENT/AMENDMENT REVIEW FORM

Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: The Counseling Team International (TCTI) **Agreement No:** 9507-21-PO

Address: P.O. Box 10427, San Bernardino, CA 92423

Contact Name: Nancy K Bohl-Penrod Email: nbohl@thecounselingteam.com Phone: 800-222-9691 INS- A

Committee Date: N/A Council Date: N/A

Committee Agenda #: N/A Council Agenda #: N/A

Department: Police

Project Manager: Kevin Baysinger

Phone: 805-200-5680

Email: Kevin.baysinger@oxnardpd.org

Type of Agreement: PSA

Business Tax Cert No.

Secretary of State ID:

Agreement Term: 3 years

Termination Date: 6/30/25

Bid No.: PO22-27

Contingency Requested: $ N/A

EISPM Funds [1] Requested: $ N/A

Value of Agreement : $ 200,000

Amendment No: N/A

Value of Amendment:$ 0

Current Agr. Val. (w/amendments) $ 200,000

P.O. No. (if existing agreement):

Req. No. (if new agreement): 5846

Funding Source: General Fund / Measure O

Account No.[2]: 101-2103-802-8209 / 104-2101-802-8209 Prj. MO2101

NSS Control #: N/A

Purpose of Agreement/Amendment: Vendor to provide Comprehensive Psychological Services for the Police Departmen

	Anticipated Usage FY 21/22		FY23-25 (per FY)
101-2103-802.82-09	$26,580	($75K avail as of 1/27/22)	$52,140
104-2101-802.82-09 (MO2101)	$2,000	($1.7M avail. in Fund Bal of prj. as of 1/27/22)	$5,000

Review Sequence (please write in N/A for any steps not required)

		Initials	Date
1.	Project Manager	[illegible]	12/21/22
2.	Division Manager	N/A	
3.	Assistant Department Director	N/A	
4.	Department Director	[illegible]	12/21/2022
5.	General Accounting (for Leases only)	N/A	
6.	Budget Management	TW for BV 1/27/2022 | 2:01 PM PST	
7.	Risk Management[3]	[illegible]	3/31/22
8.	City Attorney	JZ	12/21/21
9.	Contractor/Vendor/Consultant (signs contract; no need to initial this form)		
10.	Buyer[5]		
11.	Purchasing Manager[6]	[illegible]	3/30/2022
12.	City Manager/ACM[7]		
13.	Mayor[8]		
14.	City Clerk[9]		

AGREEMENT/AMENDMENT REVIEW FORM

Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: The Counseling Team International (TCTI) **Agreement No:** 9507-21-PO

Address: P.O. Box 10427, San Bernardino, CA 92423

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Committee Date: N/A Council Date: N/A

Committee Agenda #: N/A Council Agenda #: N/A

Department: Police

Project Manager: Kevin Baysinger

Phone: 805-200-5680

Email: Kevin.baysinger@oxnardpd.org

Type of Agreement: PSA

Business Tax Cert No.

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6.	Budget Management		
7.	Risk Management[3]		
8.	City Attorney	JZ	12/21/21
9.	Contractor/Vendor/Consultant (signs contract; no need to initial this form)		
10.	Buyer[5]		
11.	Purchasing Manager[6]		
12.	City Manager/ACM[7]		
13.	Mayor[8]		
14.	City Clerk[9]		

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: January 15, 2022

(2) Consultant: The Counseling Team International (TCTI)

(3) Services: Comprehensive Psychological Services

(4) Schedule of Services:

See Schedule of Services Exhibit, which is attached hereto and incorporated herein

(5) Agreement Ending Date: June 30, 2025

(6) Total Agreement Amount: $200,000 ($66,666/annually)

(7) City's Project Manager: Kevin Baysinger

(8) Consultant's Project Manager: Nancy K. Bohl-Penrod

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

P.O. Box 10427
San Bernardino, CA 92423
Attn: Nancy K. Bohl-Penrod

FOR CITY:

251 S. C Street
Oxnard, CA 93030
Attn: Commander Kevin Baysinger

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

nbohl@thecounselingteam.com

CITY'S PROJECT MANAGER:

Kevin.baysinger@oxnardpd.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

X Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. 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 subcontractors. 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.

8. 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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. 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. 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. Consultant shall include a copy of this Section 12 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.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees 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. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. 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, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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 Consultant shall perform for the City. Except as City's Project Manager specifies in writing, 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. 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 18.

19. 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 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

3/30/2022

☐ John C. Zaragoza, Mayor[1] Date
X Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

THE COUNSELING TEAM INTERNATIONAL (TCTI)

Nancy K. Bohl-Penrod, Ph.D. Date
President

Julie Koot, CEO Date

ATTEST:

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

APPROVED AS TO FORM:

12/22/21
Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

CITY OF OXNARD

☐ John C. Zaragoza, Mayor[1] Date
X Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

THE COUNSELING TEAM INTERNATIONAL (TCTI)

Nancy K. Bekal-Penrod, Ph.D. 12-21-21
President Date

Julie Koot, CEO ~~CEO~~ CFO 12/21/21
Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

TCTI will provide training for the management team and supervisory team related to the program. They will receive short training sessions on how the program works, and how he or she can refer to the program and support it. It is important to build the relationship between managers and supervisors, so they can work together as part of a cooperative team. Training them together supports this teamwork.

TCTI will also provide the initial orientation training to all employees related to the program. We believe that this is a very important aspect which gives the employee an opportunity to find out who we are and learn about our program.

TCTI's services will be delivered in a timely manner. TCTI handles emergencies on an immediate basis. To make an appointment, call the office between the hours of 7:30 A.M to 4:30P.M. Monday through Friday. If an emergency takes place, TCTI provides a 24-hour answering service. The answering service will contact one of our on-call clinicians to handle the emergency.

TCTI provides Stand-by-Status, by being available 24 hours a day, 7 days a week, 365 days of the year for calls that require immediate attention. TCTI has two (2) clinicians on- call with eighteen (18) clinicians available for major events. TCTI's staff can be reached by calling 1-800-222-9691. During business hours, calls will be answered by a member of our clerical staff who have been trained in crisis intervention. The clerical staff will assure that a qualified clinician will respond to the department, as requested. All after-hour calls will be automatically transferred to TCTI's answering service. The caller will be assured that a clinician will return the call within 15 minutes and will render the services that are requested by the department. Those services may be one of the following i.e., one-on-one, defusings, debriefings, demobilizations, Crisis Management Briefings, Psychological First Aid and phone consultations. TCTI can provide Telehealth intervention services if requested.

TCTI's training coordinators are available between the hours of 7:30 am and 4:30 pm Monday through Friday. To schedule a training, call TCTI's training coordinator at 800-222-9691x229. TCTI's` training coordinator will ask a few questions to assure we meet all the needs for the requested training.

Strategy

TCTI will perform a complete pre-employment psychological evaluation for the City's Police Department applicants. TCTI's psychological evaluations comply with the California Peace Officer's Standards and Training (POST) Psychological Screening Manual, as well as any additional psychological suitability criteria specified by the City's Police Department.

TCTI will provide a complete pre-employment psychological evaluation which includes, but is not limited to a clinical interview, administration of necessary tests, scoring of tests and preparing verbal and written recommendation for employment.

TCTI shall:

Provide the Oxnard Police Department a list of available appointment times for psychological evaluations; the appointment times must be provided 24 hours prior to pre-scheduled candidate oral interviews. The psychological evaluations will be administered within seven business days of the candidate oral interview.

Scheduling – (TCTI administers the written exam Monday -Friday)

To schedule an appointment, the Oxnard Police Department will call TCTI's Psychological Testing Coordinator at (800) 222-9691 x224. The Psychological Testing Coordinator will schedule the written testing date for the Oxnard Police Department candidate. The written testing begins at 8:30am Monday thru Friday. The candidate will be given four to six hours for the written test. During the written test, the Psychological Testing Coordinator will schedule the oral interview with the candidate not to exceed 5-working days following their written testing exam. The oral interview will last approximately 30 minutes to 45 minutes with a Clinical Psychologist. It is recommended the candidate come dressed in business attire for this oral interview. In some cases, the Oxnard Police Department may request that a same day oral interview appointment be provided. In the case of same day oral interviews, Oxnard Department will inform TCTI at the time the written exam appointment is being scheduled. Our facility can accommodate up to 20 candidates at a time or, for those groups larger than 20 arrangements can be made for the testing coordinator to conduct the written examination at a facility of your choice.

A. TCTI will provide the Oxnard Police Department with a verbal recommendation of the candidate's psychological suitability for the classifications of Police Officer as well as other classifications within the Police Department within two (2) days of said candidate's clinical interview.

Written Exam (Battery of Tests)

The following tests and forms are used in TCTI's screening process:

- The Post Offer Psychological Evaluation Disclosure and Informed Consent Statement
- Wonderlic Personnel Assessment Test
- Minnesota Multiphasic Personality Inventory-2 Restructured Form (MMPI-2RF), (the most widely used and accepted psychological test in the United States today for public safety pre-employment candidates)
- The Sixteen Personality Factor Test (16PF)
- Candidate Information and Vocational History Form
- The Sentence Completion Questionnaire
- The Evaluation and Performance of Job Dimensions Information Form

B. TCTI will provide the Oxnard Police Department or designee with a written report of the candidate's psychological suitability for the classification of Police Officer as well as other classifications within the Police Department within five (5) working days of the candidate's clinical interview. This report will be received by the police department within five (5) working days via US mail or may be sent in a pdf document via e-mail.

Written Report

After integrating the test data, clinical interview data and documents provided by Oxnard Police Department i.e., background packet, background investigator's narrative and polygraph, the Clinical Psychologist prepares a written summary of findings and interpretations. The summary will state clearly the evidence, if any, of psychopathology suggested by the test battery and corroborated by the clinical interview and will mention the job-related impact of such findings.

The screening process can aid in detecting stress prone individuals and can be beneficial in addressing those individuals that may be lacking in the coping skills when dealing with undo-stressors. The test

results are summarized in a brief report, which supports a final score, Recommended or Not Recommended. If a verbal score is needed prior to receiving the report the Clinical Psychologist can provide a verbal score upon request within one (1) to two (2) business days. The Clinical Psychologists will be available to the department to answer any questions related to the report or applicant's testing.

Virtual Testing

TCTI also has the ability to conduct psychological evaluations virtually. This process is coordinated directly with the applicant in reference to the day and time of the evaluation. In order to schedule the evaluation, the applicant will need to contact the Psychological Testing Coordinator who will guide the evaluation process from scheduling to final report being sent to the department. The evaluation consists of the same process as the in-person psychological evaluations. The applicant will receive an email from the Psychological Testing Coordinator with all the instructions and links for the evaluation. The first portion of the evaluation is a written exam that is administered virtually using the Q-Global and Jot-Form platforms. All portions of the written evaluation are administered confidentially and submitted directly back to the Psychological Testing Coordinator. During the written portion of the exam, the applicant is required to be video monitored using Zoom teleconferencing software. This ensures that the appropriate person is completing the evaluation as well as ensures the integrity of the evaluation process. Once the applicant has completed the written portion of the exam, the Psychological Testing Coordinator will work with the applicant to schedule a virtual interview. Once this interview has been scheduled, the applicant will be emailed a link to the virtual interview. This interview will be conducted by a POST approved Clinical Psychologist once the psychologist has received the results from the applicant's written exam. This interview will be held via a HIPPA compliant platform such as Zoom teleconferencing or DoxyMe. Once the interview has been completed, the Clinical Psychologist will generate a report and recommendation in terms of appropriateness for hire. This report will then be sent to the appropriate contact at the referring agency by the Psychological Testing Coordinator. TCTI's ability to conduct pre-employment psychological evaluations virtually is dependent upon continued POST approval.

Training

TCTI will provide a wide variety of ongoing training classes to the City of Oxnard Police Department. This educational approach can serve as a proactive measure for keeping your program strong, as well as a follow-up tool for the police department. Classes can be tailored to fit your specific needs and can range from 2 to 8 hours. Below is a list of several of the topics available:

- Adrenal Burnout
- 10 Secrets to Being a Successful First Responder
- Advanced Peer Support
- After the Smoke Clears
- Alcohol and Drug Awareness in the Workplace
- Assisting Children in the Aftermath of a Tragedy
- Assisting Individuals in Crisis & Group Crisis Intervention Training
- Bankruptcy and City Personnel
- Basic Critical Incident Stress Management (CISM)
- Basic Peer Support

- Bullying in the Workplace
- Burnout & Secondary Trauma Among Forensic Interviewers
- Compassion Fatigue and Care for the Caregivers
- Coping with Divorce
- COPS Gone Bad
- Creating a Strong Marriage
- Creating a culture of care
- Crimes Against Children & Secondary Trauma to Public Safety Personnel
- Critical Incident Stress Management for Crime Scene Investigators
- Cultural Diversity and Gender Differences
- Dealing with Depression and Suicide Situations
- Discovering Your Intuition
- Diversity in Public Safety
- Diversity in Public Safety: How Peer Supporters Can Assist the LGBTQ Community
- Eat Your Foods As Your Medicines or Your Medicines Become Your Foods
- Emotional and Financial Preparedness for Retirement
- Exposure to Child Pornography for Court Personnel and Jurors
- Firings and Layoffs
- Generational Differences in Public Safety Personnel
- Handling the Returning Military in Public Safety Personnel
- Healing After the Affair
- Hire to Retire Healthy
- Highway to Health
- Homicide Investigator Stress
- How Healthy Families Answer the Call
- How Peer Support Can I.D. Aggressive Behavior in Peers
- How to Identify a Psychopath and Understand their Impact in the Field of Public Safety
- Living with a Third Person in my Marriage
- Your Heart Remembers: Living with the Ghosts of Betrayal
- Managing Sleep Disorders, Shift Work and Hypervigilance
- Peer Support Refresher: Lessons Learned
- Police Line – Do Not Cross: Civilian Awareness Training
- Positive Ways to Manage Anger
- Preferred Protocol for Death Notification
- Preventing Suicide for Public Safety Personnel
- Psychological First Aid for Schools
- Rebooting Your Peer Support Team
- Retirement Concerns for Public Safety Personnel
- S.O.S. – Significant Other Survival
- Seizing Your Healthy Relationships Again
- Sexual Harassment and Discrimination in the Workplace
- Shots Fired: How to Emotionally Recover
- Survival Skills for Parenting
- Targeted Violence: When Officers are Targets
- Teaching the Benefits of Mindfulness
- The Benefits of Mindfulness

- The Benefits of Providing Psychological First Aid
- The Effects of Burnout and Compassion Fatigue
- The Effects of Social Media on Family and Relationships
- The Fire and the Flame: Balancing Marriage and Family in the Fire Service
- The Impact of Compassion Fatigue
- The Impact of Medications for Public Safety Personnel
- The Impact of Officer Involved Shootings (OIS)
- ***The Importance of Stress Management for Public Safety Personnel***
- The Power of Building Resiliency in Public Safety Personnel
- The Steady Drip of Stressful Events
- The Strength of Posttraumatic Growth
- Through the Eyes of a Juror
- Understanding and Preventing Violence Directed Against Teachers
- Understanding Eye Movement Desensitization and Reprocessing (EMDR)
- Understanding Grief and Bereavement
- Understanding Posttraumatic Stress Disorder
- Understanding Posttraumatic Stress Disorder in Military Personnel
- Understanding Posttraumatic Stress Disorder in Reserve Military Personnel
- Understanding the Impact of Medications for Public Safety Personnel
- Understanding the Psychopath
- Wellness in the Workplace and at Leisure
- Wellness Solutions – Ways to Combat Stress
- Tactical Trauma Care
- Look Back Over Your Landscape
- Survive and Thrive (couples' class in survival)
- Knowing When to Get Help
- Getting Beyond the Hurdles
- Hurt people Hurt People
- War on the Streets
- How to Handle the Emotional Impact of COVID-19
- The Art of Nudging to Get What You Want

Additional Training (P.O.S.T. Certified)

- Basic Peer Support (3-Day Training)
- Basic Critical Incident Stress Management (2-Day Training)
- Advanced Peer Support Training (2-Day Training)

TCTI's training coordinators are available between the hours of 7:30 am and 4:30 pm Monday through Friday. To schedule a training, call TCTI's training coordinator at 800-222-9691x229. TCTI's` training coordinator will ask a few questions to assure we meet all the needs for the requested training.

Psychological counseling following critical incidents

TCTI will provide counseling following a critical incident to those who are experiencing problems. TCTI's support staff works closely with the clinicians and are knowledgeable of their background,

training, and areas of expertise. TCTI's support staff will ask the client to give a brief description of their issue, and any preferences they may have regarding the type of clinician with whom they are assigned. They will be scheduled an appointment with a clinician that works best with their issues, preferences, locations and schedules.

TCTI will provide Telehealth services. Telehealth is a service in which clinicians can provide counseling services to their clients from a distance using videoconferencing. It is CONFIDENTIAL in the same way that face-to-face sessions are, while using our online telehealth portal. Not all clients are appropriate for telehealth.

TCTI shall maintain the confidentiality of all employees and their eligible dependents living in the home referred for counseling. The cornerstone of every successful Employee Support Services Program is the pledge of confidentiality; without it, there is no credibility. Employees will not reveal their personal problems if there are not clear legal guidelines about confidentiality. Confidentiality means that all personal information parted will be respected and safeguarded. It may be used only in a responsible manner for the purpose of helping in rehabilitating the person. Our records are kept secure in accordance with our professional code of ethics, Federal Regulations, and state laws. TCTI will not reveal the names or identities of employees or eligible dependents who come to the program voluntarily.

The records are kept secure in accordance with our professional code of ethics, Federal Regulations and state laws. All records are located in our Headquarters Office locked in filing cabinets. We also have a top of the line security alarm system installed, which protects our records. TCTI uses a secure, encrypted email server and is HIPPA compliant.

TCTI will provide training for the management team and supervisory team related to the program. They will receive short training sessions on how the program works, and how he or she can relate to the program and support it. It is important to build the relationship between managers and supervisors, so they can work together as part of a cooperative team. Training them together supports this teamwork.

TCTI's services will be delivered in a timely manner, but no later than five (5) days from the request. TCTI handles emergencies on an immediate basis. To make an appointment, an employee or an eligible family member call the office between the hours of 7:30 A.M to 4:30P.M. Monday through Friday. The employee or the eligible family member will then come to the office at the prescribed time, where a counseling session will take place. If an emergency takes place, TCTI provides a 24-hour answering service. The answering service will contact one of our on-call clinicians to handle the emergency.

<u>Onsite psychological counseling as needed following officer involved shootings.</u>
TCTI believes officer involved shootings can be effectively handled and under control when the following steps are put in place.

- Effectively manage and cope with stress relating to any situation that can be considered a critical incident

- Provide on-scene support, demobilizations, crisis management briefings (CMB), defusings, psychological first aid and debriefings.

- Provide peer support, chaplains and TCTI clinicians to assist with effective critical incident stress management (The Helping Triad).

Descriptions of Critical Incident Stress Management (CISM) Services:

One-on-one: One-on-one assessments allows for the employee to feel comfortable discussing what they have just experienced or witnessed while in a confidential setting. In the event one-on-one assessments are not necessary, other methods to assist personnel may be required.

Critical Incident Stress Defusings: A defusing is a small group discussion following the critical incident which typically takes place within 8 to 12 hours of the event. It includes a three-phase structure and the duration is usually less than 1 hour. The group is typically a homogeneous group that consists of persons directly impacted by the event. The goal of a defusing is to normalize reactions and lower the group's tension, set expectations, provide information, discuss coping methods and identify those individuals who may need additional support. Defusing helps to accelerate the recovery process and identify the need for debriefings and other services. There are three phases, which include the following steps: The Introduction Phase is designed to introduce the team, lay out guidelines and lower anxiety about the process. The Exploration Phase allows a brief discussion of the experience and a brief story of the event. The Information Phase is designed to provide information, normalize, teach, provide guidance, and summarize key points.

Critical Incident Stress Debriefing: Critical Incident Stress Debriefings are structured in small groups and must follow the crisis intervention process developed by Jeffery Mitchell, Ph.D. of the International Critical Incident Stress Foundation (ICISF). The function of this process is to build the group's resistance to traumatic stressors through an active and supportive process. Critical Incident Stress Debriefings focus on the group's ability to bounce back from a traumatic incident by emphasizing group cohesion, group performance and the ability of the group to recover and resume its normal functions. Critical Incident Stress Debriefings are not a form of psychotherapy, nor is it a substitute for psychotherapy, professional counseling, treatment of Posttraumatic Stress Disorder (PTSD), or any other mental or physical disease or disorder.

It is also used to identify those who might be in need of additional support and in some cases referral for professional psychotherapy. Critical Incident Stress Debriefings are best applied between 24 and 72 hours after a traumatic event. In some cases, such as a disaster in which the individuals exposed have continuous exposure to the event over time, the Critical Incident Stress Debriefing may not be provided until several weeks have passed.

TCTI's clinicians will consider the psychological readiness of the group for the debriefing process in order to avoid any negative or adverse reactions. A Critical Incident Stress Debriefing may last between 1 to 3 hours, depending on the number of people in the group and the nature of the event. More intense events may generate stronger emotional reactions which may make it more difficult for individuals to express their feelings.

Psychological First Aid: Psychological First Aid really means nothing more complicated than assisting people with emotional distress whether it results from physical injury, disease or excessive stress. It is walking around and checking on those impacted by using crisis intervention skills.

TCTI provides Stand-by-Status, by being available 24 hours a day, 7 days a week, 365 days of the year for calls that require immediate attention. TCTI's staff can be reached by calling 1-800-222-9691. During business hours, calls will be answered by a member of our clerical staff who has been trained in crisis intervention. The clerical staff will assure that a qualified clinician will respond to the department, as requested. All after-hour calls will be automatically transferred to TCTI's answering service. The caller will be assured that a clinician will return the call within 15 minutes and will render the services that are requested by the department. Those service may be one of the following i.e., one-on-one, defusings, debriefings, demobilizations, Crisis Management Briefings, Psychological First Aid and phone consultation.

RATES AND COSTS EXHIBIT

GROUP A

Service Description	All Inclusive Fee per Candidate – Contract Year 2022	All Inclusive Fee per Candidate – Contract Year 2023	All Inclusive Fee per Candidate – Contract Year 2024
Pre-employment psychological evaluations	$ 325 per applicant	$ 325 per applicant	$ 350 per applicant

GROUP B

Service Description	Maximum Fully Loaded Hourly Rate – Contract Year 2022	Maximum Fully Loaded Hourly Rate – Contract Year 2023	Maximum Fully Loaded Hourly Rate – Contract Year 2024
Continued Development Training, Counseling	On-site 24/7/365 for OIS **$225 per hour** In-Office/Telehealth visits $135 per hour Training **$150 per hour** Peer Support Training (3-Day training) **$299 per student** (POST Rate)	On-site 24/7/365 for OIS **$225 per hour** In-Office/Telehealth visits $135 per hour Training **$150 per hour** Peer Support Training (3-Day training) **$299 per student** (POST Rate)	On-site 24/7/365 for OIS **$245 per hour** In-Office/Telehealth visits $150 per hour Training **$175 per hour** Peer Support Training (3-Day training) **$315 per student** (POST Rate)

INSURANCE EXHIBIT

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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. 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.

9/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED	COMPANY LETTER A — SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD Attn: Insurance Compliance Reference No._____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	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

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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. if excess, affords coverage which is at least as broad as the primary insurance form CGC001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❑ Included in Limits
❑ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❑ COMMERCIAL AUTO POLICY
❑ BUSINESS AUTO POLICY
❑ OTHER

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 (6).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❑ Broker/Agent ❑ Underwriter ❑ _____

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

Signature _____
(original signature required)

Telephone: ( ) _____ Date Signed _____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm SKALA INSURANCE AGENCY INC GENE SKALA, AGENT LIC.#0587032 4214 N SIERRA WAY SAN BERNARDINO, CA 92407	CONTACT NAME: PHONE (A/C, No, Ext): 909-883-8861 FAX (A/C, No): E-MAIL ADDRESS: GENE@GENESKALA.COM
INSURED NANCY K BOHL INC DBA THE COUNSELING TEAM INTERNATIONAL AND DBA THE ORGANIZATIONAL NETWORK	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm General Insurance Company — 25151 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR HIRED AUTO ENOL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	92LB14261 & 92-J1-H860-4	07/12/2021	07/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 300,000 $ 5,000 $ $ 4,000,000 $ $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		6731479-F24-75	12/24/2021	06/24/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Business Office Policy Property Locations:
1881 Business Center Dr, San Bernardino, CA 92408
1545 Anacapa Rd Ste 7C, Victorville, CA 92392
444 Camino Del Rio Ste 2015,San Diego, CA 92108
74075 El Paseo Ste A9 & A16, Palm Desert, CA 92260
4160 Temescal Canyon Rd Ste 309, Corona, CA 92883
41750 Rancho Los Palmas Dr Ste D-2, Rancho Mirage, CA 92270
39755 Murrieta Hot Springs Rd, Ste D160, Murrieta, CA 92563
135 S State College Blvd Ste 200, Brea, CA 92821
701 Palomar Airport Rd, #300, Carlsbad, CA 92011
232 Harrison Ave Ste D, Claremont, CA 91711

CERTIFICATE HOLDER

City of Oxnard, its City Council, Officers, Employees, Agents & Volunteers.
Insurance Compliance Ref#9507-21-PO
PO Box 100085-OX, Duluth, GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICYHOLDER COPY

SP

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-26-2022

GROUP:
POLICY NUMBER: **0702761-2021**
CERTIFICATE ID: **186**
CERTIFICATE EXPIRES: **08-12-2022**
08-12-2021/08-12-2022

CITY OF OXNARD - REF #9507-21-PO SP
251 S C ST
OXNARD CA 93030-5711

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-12-2021 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2021-08-12 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

EMPLOYER

NANCY K BOHL INC (A CORP) SP
1881 BUS CTR DR STE 11
SAN BERNADINO CA 92408

[P1X,HO]

(REV.7-2014)

PRINTED : 01-26-2022

CPH & ASSOCIATES

PHILADELPHIA INSURANCE COMPANIES

Certificate of Liability Insurance

Date Issued: 01/26/2022

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Nancy K. Bohl Inc. dba The Counseling Team International
Nancy Bohl
1881 Business Center Drive #11
San Bernardino, CA 92408

Policy Number: 025826

Policy Term: 08/31/2021 to 08/31/2022

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	$ 2,000,000	$ 4,000,000
Supplemental Liability	$ 2,000,000	$ 4,000,000
Licensing Board Defense	$ 35,000	$ 35,000
Commercial General Liability	N/A	N/A
▫ *Fire/Water Legal Liability*	N/A	N/A
Business Personal Property	N/A	N/A
Vicarious Sexual Misconduct	$ 1,000,000	$ 1,000,000
Cyber Liability (Claims Made Form) Retroactive Date: 08/31/2018	$ 25,000	$ 25,000

Comments/Special Descriptions:

Certificate Holder

City of Oxnard
Insurance Compliance - Ref # 9507-21-PO
Po Box 100085-OX
Duluth, GA 30096

☒ **Certificate Holder has been added as an additional insured**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

C. Philip Hodson

Authorized Representative
C. Philip Hodson

THIS ENDORSEMENT CHANGED THE POLICY, PLEASE READ IT CAREFULLY.

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, this policy is amended as follows:

City of Oxnard is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **City of Oxnard**.

Additional Insured Name and Mailing Address:
City of Oxnard
Insurance Compliance - Ref # 9507-21-PO
Po Box 100085-OX
Duluth, GA , 30096

All other terms and conditions of this policy remain unchanged.

Policy #: 025826
Effective on or after: 01/26/2022
Issued to: Nancy K. Bohl Inc. dba The Counseling Team International
Expiration date: 08/31/2022

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Professional Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of June, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and The Counseling Team International, TCTI. ("Service Provider"). This First Amendment amends the Agreement entered into on January 15, 2022, by City and Professional Service Provider.

RECITALS

WHEREAS, the parties agree to the First Amendment that will extend this Agreement to December 31, 2025; and in accordance with the City's purchasing guidelines allowing agreements to be extended for a period of up to five years;

WHEREAS, the Service Provider continues to provide City with services up to

City and Service Provider agree as follows:

1. The Recitals are true and correct and incorporated herein by this reference.

2. The Agreement Ending Date in cover page of the Agreement is hereby amended to state: "Agreement Ending Date: December 31, 2025."

3. The Total Agreement Amount on the cover page of the Agreement is hereby amended to state: "Total Agreement Amount Not to Exceed: $220,000.00."

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

Jennifer Hinrichs 6/24/25

☐ Luis Mc Arthur, Mayor[1] Date

☒ Jennifer ~~Yates~~ Interim Hinrichs, Purchasing Agent[2]

ATTEST:

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

APPROVED AS TO FORM:

6/11/2025

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

[SERVICE PROVIDER]

_____ _____
, Date

_____ _____
,[3] Date

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.

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

CITY OF OXNARD

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent[2]

ATTEST:

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

APPROVED AS TO FORM:

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

[SERVICE PROVIDER]

Julie Knott, CFO — 6/18/25 Date

STEPHEN ODOM, PRESIDENT — 6/18/25 Date

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.

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 16th day of December, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and The Counseling Team International, TCTI, ("Contractor"). The Second Amendment amends the Agreement entered into on January 15, 2022, by the City and Contractor. The Agreement previously was amended on June 5, 2025, by a First Amendment.

City and Contractor agree as follows:

1. The agreement will be extended for an additional eighteen months beginning on January 1, 2026 through June 30, 2027.

2. In Section 6 of the Cover Page of the Agreement is hereby amended to state: "Total Agreement amount: $340,000."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD	**THE COUNSELING TEAM INTERNATIONAL (TCTI)**
☐Luis Mc Arthur, Mayor[1] Date	, Julie Koot, CFO[2] Date
☐Libertad Macias, Purchasing Agent	
	Stephen Odom, Ph.D., President 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 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.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.12

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Resolution to Accept a Southern California Edison Quitclaim for an Existing Easement on the Oxnard Wastewater Resource Recovery Facility and Easement Deed (A-8608) (APNs 231-0-091-105 and 231-0-051-200).

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute:

1. A resolution accepting a Southern California Edison (SCE) Company Quitclaim Easement at the Oxnard Water Resource Recovery Facility (WRRF) for APNs 231-0-091-105 and 231-0-051-200; and
2. An Easement Deed (Agreement No. A-8608) for APNs 231-0-091-105 and 231-0-051-200.

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

BACKGROUND

On December 5, 2023, City Council approved Agreement 32400156 with Roesling Nakamura Terada Architects, Inc. for Architecture and Engineering Services for the Maintenance Office Building, Machine Shop, and Storage Project ("Project"). During the development review process for the new maintenance building, the Community Development Department included a condition of approval requiring the quitclaim of an existing SCE easement located within the WRRF property on APNs 231-0-091-105 and 231-0-051-200.

The 10-foot wide SCE easement, originally recorded for public utilities purposes but never used, runs east and west across the south side of the property and intersects the footprint of the new maintenance building.

Capital Improvement Program (CIP) Reference:

Project No. **C2236** - Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage Project - CIP 2025-2029 - Adopted June 4, 2024 - Page 152.

DISCUSSION

To comply with City planning requirements, the proposed Project footprint must not overlap any active easements. If such overlaps exist, the project must assess whether the affected easements can be reasonably quitclaimed or vacated prior to the approval of final construction plans and issuance of building permits.

The SCE easement in question is shown on Parcel Map No. 88 as Easement No. 12, recorded with the County of Ventura on September 21, 1962, under Deed Book 2208, Page 111. In order to proceed with the construction of the Project in accordance with the City-approved design plans, it was necessary for this easement to be quitclaimed.

SCE approved the City's request for a quitclaim and provided executed documentation on August 29, 2025. City staff members have reviewed the proposed easement quitclaim and agree with its terms. Therefore, staff recommends that the City Council approve and authorize the City Clerk to accept and execute the Resolution for the SCE Easement Quitclaim related to the Wastewater Maintenance Building Project.

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 associated with documentation review, execution, and recordation of the SCE quitclaim easement is approximately $500 and will be funded under the WRRF New Maintenance Building Project (C2236). This project is supported by available funding in the amount of $12,650,000, allocated from the Wastewater Capital Fund 612 (6123610-53200-C2236), funded from the Wastewater Development Impact Fund (613).

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. Resolution and Attachments

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO._____

A RESOLUTION TO ACCEPT A SOUTHERN CALIFORNIA EDISON QUITCLAIM FOR AN EXISTING EASEMENT ON THE WATER RESOURCE RECOVERY FACILITY PROPERTY; APNS 231-0-091-105 AND 231-0-051-200

WHEREAS, Southern California Edison Company ("SCE") currently holds a public utility easement located on the property of the City of Oxnard's Wastewater Facility, located at 6001 Perkins Road, Oxnard, California 93033; APNS 231-0-091-105 and 231-0-051-200; and

WHEREAS, the easement is identified as Easement No. 12 on Parcel Map No. 88 (Attachment 1), recorded on September 21, 1962, as Instrument No. 46348 in Deed Book 2208, Page 111, in the Official Records of the County Recorder of Ventura County, State of California; and

WHEREAS, Southern California Edison has determined that the easement is no longer required for its operations and desires to relinquish and release all rights in said easement by executing a Quitclaim Deed in favor of the City of Oxnard, dated August 29, 2025 (Attachment 2);

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

Acceptance of Quitclaim Deed

The City Council hereby authorizes the acceptance of the Quitclaim Deed from Southern California Edison for the public utility easement described above, subject to the following conditions:

a. The Quitclaim Deed dated August 29, 2025, executed by Southern California Edison Company, is authorized and accepted.

b. The City Clerk is directed to record the executed Quitclaim Deed with the Ventura County Recorder's Office.

Certificate of Acceptance

The City Council authorizes and directs the Mayor to execute the Certificate of Acceptance pursuant to Government Code Section 27281, evidencing the City's acceptance of the Quitclaim Deed.

Further Actions

The City Council authorizes and directs the Mayor, or their designee, to take any and all actions necessary to carry out the intent and purpose of this Resolution

///
///

PASSED AND ADOPTED THIS 16th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

PARCEL MAP NO. 88

PARCEL MAP NO. 88-

"REVERSION TO ACREAGE"

PARCEL 2, OF 18 PM 75 AND PORTION OF LOT 2, SUBDIVISION 84, RANCHO EL RIO DE SANTA CLARA O'LA COLONIA (3 MAR 13) IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA.

JANUARY 1988

OWNER'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF OR ARE INTERESTED IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARY OF THE SUBDIVISION SHOWN ON THIS MAP. THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF THIS REVERSION TO ACREAGE AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD FOR PUBLIC USE, THE RIGHT-OF-WAY FOR ALL STREETS AND HIGHWAYS SHOWN ON THIS MAP.

CITY OF OXNARD, A MUNICIPAL CORPORATION, AS OWNER OF SAID LAND

_____ _____

CITY CLERK OF THE CITY OF OXNARD MAYOR OF THE CITY OF OXNARD

STATE OF CALIFORNIA.
COUNTY OF VENTURA

ON THIS_____ DAY OF_____ , IN THE YEAR 1988, BEFORE ME _____

_____ , A NOTARY PUPLIC IN AND FOR SAID STATE,

PERSONNALLY APPEARED _____ AND _____

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT AS MAYOR AND CITY CLERK ON BEHALF OF THE CORPORATION THEREIN NAMED ACKOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT.

_____ _____

NOTARY IN AND FOR SAID STATE NOTARY (PRINT NAME)

MY COMMISSION EXPIRES_____, MY PRINCIPAL PLACE OF BUSINESS IS IN VENTURA COUNTY.

SIGNATURE OMISSIONS

THE SIGNATURE OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF AN EASEMENT SET FORTH MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a) (3) (A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SUCH SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

(1) OXNARD DRAINAGE DISTRICT NO. 3, EASEMENT HOLDER BY DOCUMENT RECORDED IN BOOK 620, PAGE 668 OF OFFICIAL RECORDS.

(2) VENTURA COUNTY FLOOD CONTROL DOSTRICT, EASEMENT HOLDER BY DOCUMENT RECORDED IN BOOK 2178, PAGE 277 AND BOOK 2205, PAGE 394 OF OFFICIAL RECORDS.

(3) SOUTHERN CALIFORNIA EDISON COMPANY, EASEMENT HOLDER BY DOCUMENT RECORDED IN BOOK 1354, PAGE 166; BOOK 1376, PAGE 530; BOOK 2208, PAGE 111; BOOK 3071, PAGE 575; BOOK 3404, PAGE 555; BOOK 3982, PAGE 224; BOOK 4428, PAGE 214; BOOK 4471, PAGE 916; BOOK 4724, PAGE 204; BOOK 5185, PAGE 584, ALL OF OFFICIAL RECORDS.

(4) GENERAL TELEPHONE COMPANY OF CALIFORNIA, A EASEMENT HOLDER BY DOCUMENT RECORDED IN BOOK 1364, PAGE 126 OF OFFICIAL RECORDS.

(5) CITY OF OXNARD, EASEMENT HOLDER BY DOCUMENT RECORDED IN BOOK 4015, PAGE 467 AND BOOK 4402, PAGE 466 BOTH OF OFFICIAL RECORDS.

(6) CITY OF PORT HUENEME, EASEMENT HOLDER BY DOCUMENT RECORDED IN BOOK 4534, PAGE 685 AND BOOK 4534, PAGE 685; BOOK 4534, PAGE 694; BOOK 4691, PAGE 121, ALL OF OFFICIAL RECORDS.

THE SIGNATURES OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF AN INTEREST SET FORTH MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, (a) (3) (C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SUCH SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

(1) B. FRANK BARR, LESSOR AND GENERAL PETROLEUM CORPORATION, LESSEE OF AN OIL, GAS AND MINERAL LEASE RECORDED IN BOOK 1244, PAGE 38 OF OFFICIAL RECORDS.

(2) B. FRANK AND RUTH L. BARR, LESSOR AND THE TEXAS COMPANY, LESSEE OF AN OIL, GAS AND MINERAL LEASE AS PER DOCUMENT RECORDED IN BOOK 1386, PAGE 312 OF OFFICIAL RECORDS.

(3) ALL THE OIL, GAS, HYDROCARBON IN ALL FORMS, AND ALL OTHER MINERALS AND MINERAL RIGHTS WHETHER METALLIC OR NON-METALLIC BELOW A DEPTH OF 500 FEET IN AND UNDER THE LAND HEREIN DESCRIBED, WITHOUT THE RIGHT HOWEVER OF SURFACE ENTRY UPON THE LAND FOR THE PURPOSE OF MINING, DRILLING OR EXPLORING SAID LAND FOR OIL, GAS, HYDROCARBON, OR OTHER MINERALS AND REMOVING THE SAME THEREFROM, AND WITHOUT THE RIGHT TO DAMAGE ANY IMPROVEMENTS PLACED ON OR UNDER SAID LAND AS RESERVED BY B. FRANK BARR AND RUTH LEWIS BARR IN DEED RECORDED IN BOOK 1418, PAGE 369; BOOK 1516, PAGE 133; BOOK 1626, PAGE 402; BOOK 1741, PAGE 88; BOOK 1860, PAGE 58, IN BOOK 1191, PAGE 360; BOOK 1345, PAGE 373; BOOK 1537, PAGE 593; BOOK 2650, PAGE 349, ALL OF OFFICIAL RECORDS.

IN WITNESS WHEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY HAS CAUSED ITS CORPORATION NAME AND SEAL TO BE AFFIXED BY ITS REPRESENTATIVE THEREUNTO DULY AUTHORIZED THIS____DAY OF _____, 1988 AT
FIRST AMERICAN TITLE INSURANCE COMPANY

CITY COUNCIL CERTIFICATE

THIS MAP, ENTITLED PARCEL MAP NO. 88- "REVERSION TO ACREAGE", PARCEL 2, 18 PM 75 AND A PORTION OF LOT 2, SUBDIVISION 84, RANCHO EL RIO DE SANTA CLARA O'LA COLONIA IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD, VENTURA COUNTY, CALIFORNIA, AT THE MEETING OF SAID COUNCIL HELD ON THE_____DAY OF _____, 1988 FOR APPROVAL; SAID COUNCIL HEREBY APPROVES SAID MAP, AND DOES HEREBY ACCEPT, SUBJECT TO IMPROVEMENT, FOR PUBLIC USE, THE RIGHT-OF-WAY FOR ALL STREETS AND HIGHWAYS, AS SHOWN ON THIS MAP. IN WITNESS WHERE OF SAID COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK OF SAID CITY OF OXNARD AND THE CORPORATE SEAL OF SAID CITY OF OXNARD TO BE AFFIXED HERETO THIS_____DAY OF_____ 1988

ATTEST:

_____ _____

CITY CLERK OF THE CITY OF OXNARD MAYOR OF THE CITY OF OXNARD

COUNTY RECORDER'S CERTIFICATE

_____ FILED THIS_____ DAY OF_____, 1988, AT_____ P.M.
IN BOOK_____ OF PARCEL MAPS AT PAGE_____, AT THE REQUEST OF_____

_____

RICHARD D. DEAN BY: _____
COUNTY RECORDER DEPUTY COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, HOWARD W. WATSON, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, THAT THIS MAP CORRECTILY REPRESENTS A REVERSION TO AVREAGE, AND IS BASED UPON A FIELD SURVEY MADE IN JANUARY 1988, AND THAT ALL PROVISIONS OF THE SUBDIVISIONS MAP ACT HAVE COMPLIED WITH. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY COFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Howard W Watson

HOWARD W. WATSON LS 5204

CITY ENGINEER'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

_____ _____

BENJAMEN Y. WONG R.C.E. 19356 EXPIRES 9/30/89 DATE
ASSISTANT CITY ENGINEER
CITY OF OXNARD

90-133B

PARCEL MAP NO. 88-

"REVERSION TO ACREAGE"

PARCEL 2, OF 18 PM 75 AND PORTION OF LOT 2, SUBDIVISION 84, RANCHO EL RIO DE SANTA CLARA O'LA COLONIA (3 MAR 13) IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA.

LEGEND

- ● FD. MONUMENT AS NOTED
- ◕ SET 1½" IRON PIPE W/SPIKE & TAG "CITY OF OXNARD L.S. 5204"
- ▭ 12' PERKINS RD. DEDICATION
- ○ SET 1½" IRON PIPE W/SPIKE & TAG "CITY OF OXNARD L.S. 5204", PERPENDICULAR AND 8.00' WESTERLY OR NORTHWEST FROM THE WESTERLY BOUNDARY OF THIS MAP, UNLESS OTHERWISE NOTED.

CFR CALCULATED FROM RECORD

M MEASURED

OR OFFICIAL RECORD

EASEMENT LEGEND

(1) BOOK 5185, PG. 584 - SO. CALIFORNIA EDISON ESMT., AUG. 15, 1978 (? ABANDONED ?)
(2) BOOK 4724, PG. 204 - SO. CALIFORNIA EDISON ESMT., DEC. 3, 1976
(3) BOOK 4691, PG. 121 - CITY OF PORT HUENEME SEWER ESMT., OCT. 14, 1976
(4) BOOK 4534, PG. 686 - CITY OF PORT HUENEME SEWER ESMT., FEB. 5, 1976
(5) BOOK 4534, PG. 688 - CITY OF PORT HUENEME SEWER ESMT., FEB. 5, 1976
(6) BOOK 4471, PG. 916 - SO. CALIFORNIA EDISON ESMT., OCT. 3, 1975
(7) BOOK 4428, PG. 214 - SO. CALIFORNIA EDISON ESMT., JULY 3, 1975
(8) BOOK 4402, PG. 466 - CITY OF OXNARD ROADWAY R/W, MAY 9, 1975
(9) BOOK 4015, PG. 467 - CITY OF OXNARD ROADWAY R/W, SEPT. 28, 1972
(10) BOOK 3982, PG. 225 - SO. CALIFORNIA EDISON ESMT. JULY 17, 1972
(11) BOOK 3071, PG. 575 - SO. CALIFORNIA EDISON ESMT. NOV. 25, 1966
(12) BOOK 2208, PG. 111 - SO. CALIFORNIA EDISON ESMT. SEPT. 21, 1962 (? ABANDONED ?)
(13) BOOK 1376, PG. 530 - SO. CALIFORNIA EDISON ESMT. FEB. 14, 1956
(14) BOOK 1364, PG. 126 - GENERAL TELEPHONE ESMT. DEC. 23, 1955
(15) BOOK 1354, PG. 166 - SO. CALIFORNIA EDISON ESMT. NOV. 21, 1955
(16) BOOK 3404, PG. 555 - SO. CALIFORNIA EDISON ESMT. NOV. 25, 1968
(17) BOOK 620, PG. 668 - OX. DRAINAGE DIST. NO. 3 ESMT. SEPT. 3, 1940
(18) BOOK 2178, PG. 278 - VENTURA CO. FLOOD CONTROL ESMT.
(19) BOOK 1482, PG. 113 - VENTURA CO. FLOOD CONTROL ESMT.
(20) BOOK 1455, PG. 253 - VENTURA CO. FLOOD CONTROL ESMT.
(21) BOOK 1483, PG. 251 - VENTURA CO. FLOOD CONTROL ESMT.
(22) BOOK 1765, PG. 302 - VENTURA CO. RAILROAD R/W, PARCEL 15.
(28) BOOK 1765, PG. 302 - VENTURA CO. RAILROAD R/W, PARCEL 14.
(29) BOOK 105, PG. 196 - VENTURA CO. RAILROAD R/W (DEEDS).

REFERENCES

R1 V. CO. FIELD BOOK 1853-M PG. 3 & 5
R2 41 PM 87
R3 27 PM 54
R4 20 RS 84
R5 TR #2459-3, 69 MR 51
R6 18 PM 75
R7 13 RS 30
R8 V. CO. FIELD BOOK 1161, PG. 29 & 30

BASIS OF BEARINGS

THE BEARING OF N 00° 04' 00" E FOR PERKINS RD. PER 13 RS 30 WAS USED AS THE BASIS OF BEARINGS.

GRAPHIC SCALE 0' 50' 100' 200'

VICINITY MAP 1" = 1000'

J ST. · HUENEME RD. · SAVIERS RD. · V.C.R.R. · PERKINS RD. · PROPOSED P.M. 88- · Mc WANE BL.

FD. TAG R.C.E. 22849 (R2)
N 00° 04' 08" E CFR6
N 00° 03' 31" E M
70.35'
S 89° 50' 15" E 577.71 M
0.15'
FD. 1" I.P. 0.15' W'LY. OF ACCEPTED POSITION, W/TAG R.C.E. 22,849 (R2)
FD. ½" I.P. (R2)
S 89° 48' 06" E
S 89° 50' 15" E
FD. ¾" I.P. W/TAG R.C.E 22849 (R3)
577.69 CFR6
577.72 M
45.04' M
75.00' (R2), 75.35' M
75.00' (R2), 75.43' M
S 89° 48' 06" E
S 89° 49' 47" E
577.69 CFR6
577.71 M
25.00' (R2) & M
MC GELLAN AVE.
FD. 2" I.P. W/TAG L.S. 2899 (NO RECORD, ACCEPTED AS CORNER)
472.09' (R8)
472.54' M
N 00° 04' 00" E
111.78' (R6) & M
S 89° 56' 00" E
8.00' (R6) & M
DOC NO. 86-050,971 PARCEL A
DOC NO. 86-050,971 PARCEL B
1652.30 CFR 7 & R 2
1652.56 M
FD. ℄ MON. TAG L.S. 3962 (R2)
SET SPIKE & INTERSECTION
DISTRICT
CONTROL
UNMOVEABLE STORAGE CONTAINER OCCUPIES THIS POSITION
NOTHING FD.
1860 OR 58
1741 OR 88
1826 OR 402
1516 OR 133
1418 OR 369
1345 OR 373
1191 OR 362
1822 OR 13
FD. BRASS CAP (R5)
62.50' M
N 54° 58' 40" W
171.58 M
171.31 (R5)
Δ = 35° 00' 14" (R5)
Δ = 34° 55' 58" M
R = 652.82'
T = 205.41'
NOTHING FD.
FD. 1" I.P. W/TAG R.C.E. 6557 (R1 & R4) POSITION IS S 54° 58' 40" E, 0.21' FROM RIGHT OF WAY
758.11 (R1)
758.01 M
757.44 M
586.43' M
N 35° 00' 00" E (R4)
N 35° 01' 20" E
586.70' (R1)
VENTURA COUNTY FLOOD
N 35° 01' 20" E
FD. 1¼" I.P. W/TAG L.S. 3076 (R1)
NOTHING FD.
100' M & R
100' M
NOTHING FD.
70.50' R & M
N 55° 25' 50" W 298.65 M
N 55° 28' 00" W CFR 7
298.53 (R1)
FD. 2" x 4" W/CO. TAG PER (R1)
S 89° 55' 15" E
S 89° 56' E (R7)
1018.57 M
1018.41 CFR 7
S.E. CORNER LOT #2 FD. 4" x 4" POST W/TAG R.E. 418 (R1)
FD. NAIL W/CO. TAG (R1)
N 00° 04' 00" E (R7)
PERKINS ROAD
BASIS OF BEARINGS
DEDICATION
PERKINS RD.
Mc WANE BLVD.

90-133B

SHEET 2 OF 5

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

CITY OF OXNARD
WASTEWATER DIVISION
6001 PERKINS ROAD
OXNARD, CA 93033

ATTN: JULIE JANG

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM EASEMENT

NOTIFICATION 204367365

SERVICE ORDER 801728549

DOCUMENTARY TRANSFER TAX $_____	DISTRICT	FIM	APN	By
_____COMPUTED ON FULL VALUE OF PROPERTY CONVEYED OR COMPUTED ON FULL VALUE LESS LIENS AND _____ ENCUMBRANCES REMAINING AT TIME OF SALE _____ NO CONSIDERATION AND VALUE LESS THAN $100.00	39	22-25	231-0-091-105 231-0-051-200	KB
_____SO. CALIF. EDISON CO SIGNATURE OF DECLARANT OR AGENT DETERMINING TAXFIRM NAME	SCE Document 266354	Approved by Real Properties	Map Size 56-67	DATE 8/29/2025

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, does hereby REMISE, RELEASE and FOREVER QUITCLAIM unto CITY OF OXNARD, a municipal corporation, owner of the real property affected hereby, all rights acquired under and by virtue of that certain Grant of Easement from THE CITY OF OXNARD, a municipal corporation to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, executed September 5, 1962 and recorded SEPTEMBER 21, 1962 as Instrument No. 46348 in Book 2208, Page 111 of Official Records, in the Office of the County Recorder of Ventura County, State of California. Said easement was described as being within:

That portion of Subdivision 84 of the Rancho El Rio de Santa Clara O' La Colonia, as said Subdivision is designated and delineated upon that certain Map filed in the Office of the County Clerk of Ventura County, State of California, in an action entitled " Thomas A. Scott, et al., Plffs., vs Rafael Gonzales, et al., Defts" and of Parcel F as shown on that certain Map entitled, "Re-Plot of a portion of Ormond Beach Tract No. 2" as per Map recorded in Book 16, page 53 et seq. (Maps) in the office of the County Recorder of said County of Ventura.

This instrument shall not operate to remise, release or quitclaim any right, title or interest now held or owned by said Southern California Edison Company, other than the rights hereinbefore specifically referred to.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this 29th day of August, 2025.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By _____
David Guder, CCIM
Manager – Title & Valuation
Real Properties
Transmission & Distribution

Quitclaim Deed (Easement)
S.C.E. Co., a corp., to
CITY OF OXNARD
Notification No. 204367365
Affects SCE Doc. 266354

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On August 29, 2025 before me, Sian Shank, a Notary Public, personally appeared David Guder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SIAN SHANK
COMM. # 2495326
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. AUG. 20, 2028

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Easement Deed dated _____ from Southern California Edison to the City of Oxnard, a municipal corporation and government agency, is hereby accepted, and pursuant to City Council Resolution No. 1939, recorded in book 1591, Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 20____.

CITY OF OXNARD, a municipal corporation

_____ _____
Luis A. Mc Arthur, Mayor Date

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date

APPROVED AS TO FORM:

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

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.13

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Agreement 32600227 with Northern Digital, Inc. for Water System Supervisory Control and Data Acquisition (SCADA) Improvements Project.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with Northern Digital, Inc. (NDI) for an initial term of one year from December 17, 2025, to December 16, 2026, with an option for a one-year extension ending December 16, 2027 for a total amount not to exceed $237,348.00 for the Water System Supervisory Control and Data Acquisition (SCADA) Improvements 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

On July 2, 2024, City Council approved and authorized the Mayor to execute Agreement 32500032 with Innovative Engineering Systems, Inc. (Agilitech) in the not-to-exceed amount of $686,658 for Construction Services related to the Water System SCADA Improvement Project (C2026). The project scope includes procurement and installation or equipment and software for a new SCADA system at the Water Division. Programming and integration were purposely not included in the scope of work due to system security and limiting access to the system from entities outside of the City. As such, there is a need for a system programmer for integration. There is a current on-call agreement (Agreement 32400003) with NDI for Water and Water and Wastewater On-call SCADA Services. However, the on-call agreement will not be used. The purpose of establishing a standalone contract is to establish these services for a specific capital improvement program (CIP) project and align these required services to comply with the newly established purchasing ordinance. This approach improves expenditure tracking and supports the Department's goal of streamlining contract administration for large capital projects.

As the selected system programmer and integrator, and to ensure continuity, maintain efficiency, security, and better align with the specific needs of this project, the Water Division is now requesting to establish a standalone contract with NDI to complete programming, commissioning, and start-up of the new SCADA system, as it relates to the Water System SCADA Improvement Project. The Capital Improvement Program project is currently 25% complete and remains in active construction.

Capital Improvement Program (CIP) Reference:

Project No. **C2026** - Water System SCADA Improvements - CIP 2025-2029 - Adopted June 4, 2024 - Page 167.

DISCUSSION

A negotiated sole source contract is requested as NDI is the most reasonable source for this work due to their extensive involvement with the City's facilities, programming and control logic, ongoing coordination with the construction

contractor, and professional liability as the City's on-call integrator. Their continued involvement is essential for providing timely responses to requests for information, reviewing submittals, issuing design clarifications, and evaluating potential field changes. The standalone NSS contract ensures adherence to the new purchasing Ordinance 3053 passed by City Council on April 15, 2025, specifically Section 4-9, which states:

> **4-9 ON-CALL AGREEMENTS**
> *(G) Task Orders issued for professional services subject to Article III and related to a Capital Improvement Project shall not exceed $220,000.*

Given that NDI requires additional funding through the end of Project C2026, a standalone contract is recommended to be established as task orders may not be issued in excess of $220,000 for capital improvement projects under the new Purchasing Ordinance.

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 with NDI shall not exceed $237,348 through the contract term ending December 16, 2027 and funded from the Water System Supervisory Control and Data Acquisition (SCADA) Improvements Project (C2026). There is currently $591,839 available in the Water Capital Fund (602), funded from the Water Operating Fund (601), to fund this agreement.

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 32600227

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND NORTHERN DIGITAL, INC.

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

For professional engineering services supporting the City's Water System SCADA Improvement Project.

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.

Northern Digital, Inc., a corporation of the State of California, located at 4701 Corporate Ct., Bakersfield, California 93311.

4. TERM OF AGREEMENT: From: December 17, 2025 To: December 16, 2026.

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (1) consecutive (1) one-year term extension, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of two (2) 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:** $237,348.00.

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	Consultant Designated Representative
Name: Tim Beaman Title: Asst. Public Works Director Phone: (805) 385-8141 Email: Timothy.Beaman@oxnard.org Address:6001 Perkins Rd. Oxnard, CA 93033	Name: Joseph Marcus Title: VP, Business Development Phone: (661) 322-6044 Email: joseph.marcus@ndi.us Address:4701 Corporate Ct. Bakersfield, CA 93311

8. **CONTRACTUAL PREREQUSITIES.** 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.

A. Cost Proposal for Phases
B. Allowance for Price Adjustments.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

those Services, and total amount due for the month. Invoices may be emailed to: **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 two (2) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but

which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. **[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

_____ _____

☒Luis A. Mc Arthur, Mayor[1] Date

☐Libertad Macias, Purchasing Manager[2]

NORTHERN DIGITAL, INC.

_____ _____

Joseph Marcus, VP Business Development Date

_____ _____

Monica Hummel, [3] Corporate Secretary 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 Northern Digital, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Tim Beaman
PHONE: (805) 385-8141
EMAIL: timothy.beaman@oxnard.org

Phase 1 – Contractor Completion Focus (BS1, N. Gen, BS4, RO/Desalter, North Generator)

1. North Generator PLC Programming:
   Development of PLC logic and SCADA integration for the North Generator building, integrating with the new PLC and SCADA equipment. This will include:
   - PLC logic review and program development to align with current SCADA architecture
   - SCADA integration with newly developed screens
   - Controls workshop discussion and tag development
   - Simulation testing and documentation
   - Participation in the Phase 1 cutover and Factory Acceptance Testing (FAT)
2. Support of Phase 1 Contractor Cutover completion:
   Support Phase 1 cutover, including testing, commissioning support, and coordination with the Contractor.

Phase 2 – RO/Desalter Migration (Planned Q1 2026)

1. Migration of Existing RO/Desalter Systems to New SCADA:
   - High-level assessment of current Desalter PLC logic
   - Mapping and porting data tags into new SCADA structure
   - Configuration of Ignition SCADA screens using existing IO and HMI tag sets
   - Documentation and reprogramming with existing hardware
   - Coordination with City staff to ensure alignment with future upgrades

2. Dual System Support:
   NDI will implement and manage dual system functionality (old and new SCADA systems running in parallel) between Phase 1 and Phase 2 to ensure continuous operation and transition without data loss or functional degradation.

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Northern Digital, Inc.)

SCHEDULE OF COMPENSATION

WORK BREAKDOWN STRUCTURE (WBS)

The following outlines the engineering services provided by Northern Digital, Inc (NDI).

Task List	Hours	Class	Description
MOBILIZATION AND DATA ANALYSIS			
Project Plan Development (Mobilization) - [5010-510-500]	40.00	C	Review Scope of Work, initial planning, and project mobilization for N. Gen and RO/Desalter
ANALYSIS OF EXISTING PROGRAMS NOT REVIEWED DURING ORIGINAL SCOPE			
Review of Existing Program - [5010-511-500]	80.00	C	High-level review of PLC programs to support N. Gen and RO/Desalter integration
PROGRAMMING – DEFINITION & DOCUMENTATION			
Process Controls Requirements Definition	40.00	C	Development and collaboration with City on requirements for N. Gen and RO/Desalter
Conduct Three (3) Process Control Workshops - [5010-512-500]	40.00	C	Remote workshops (3 x 6 hours) to support detailed control narrative documentation for N. Gen and RO/Desalter
Control Philosophy Development – N. Gen - [5020-522-510]	80.00	C	Develop a Control Narrative document for N. Gen, review with City
Control Philosophy Development – RO/Desalter - [5020-522-520]	80.00	C	Develop a Control Narrative document for RO/Desalter, review with City
Submittal Review Process - [5020-530-500]	24.00	SE	Submittal review and revision process with City
PROGRAMMING – DEVELOPMENT			
PLC Programming & Testing – N. Gen - [5040-540-510]	120.00	SE	Program development and testing for N. Gen PLC
PLC Programming & Testing – RO and Desalter - [5040-540-511]	80.00	SE	Program development and testing for RO/Desalter PLC
Data Collection for Graphic Screens - [5040-541-511]	120.00	SE	2D/3D modeling for graphic screens for N. Gen and RO/Desalter
Ignition SCADA Programming & Testing - [5040-542-511]	168.00	SE	Develop SCADA screens for process, control, data, trend, and alarm for N. Gen and RO/Desalter
PROGRAMMING - TESTING			
Develop Simulation Test Code – N. Gen - [5040-540-520]	40.00	SE	Develop simulation code for N. Gen acceptance testing
Develop Simulation Test Code – RO/Desalter - [5040-540-521]	40.00	SE	Develop simulation code for RO/Desalter acceptance testing
HMI & PLC Test Procedure and Internal Testing - [5040-542-512]	32.00	SE	Develop test procedures and perform internal unwitnessed testing for N. Gen and RO/Desalter

Task List	Hours	Class	Description
Witnessed PLC & HMI System Factory Acceptance Test (N. Gen, RO/Desalter) - [5040-545-500]	40.00	SE	Conduct witnessed Factory Acceptance Test with City, includes test documentation
SOFTWARE CONFIGURATION			
Setup & Configuration of new VM - [5040-543-510]	80.00	SE	Setup and configuration of the new VM. All hardware will be furnished by the Contractor based on the specification requirements.
Setup & Configuration of New Routers, Switches, DMZ - [5040-543-510]	80.00	SE	Setup and configuration of new network equipment (Routers, Switches and DMZ). All hardware will be furnished by the Contractor based on the specification requirements.
Setup & Configuration of New Workstations (7) - [5040-543-520]	40.00	SE	Setup and Configuration of the 7 New Workstations including the View application, virus protection and point-to-point Gateway. All hardware will be furnished by the Contractor based on the specification requirements.
FIELD LOOP CHECKS, COMMISSIONING & STARTUP (Not Applicable – Development Only)			
MEETINGS & PROJECT MANAGEMENT			
Project Coordination and Oversight - [5090-590-500]	96.00	PM	Manage and coordinate project activities to ensure timely and efficient delivery
Meetings & Conference Calls - [5090-591-500]	56.00	PM	Scheduled meetings and conference calls to maintain alignment with project goals
Total Hours	**1,376.00**		

LABOR SUMMARY:

Labor Code	Rate	Hours	Total Cost
PM	$185	152	$28,120.00
C	$205	360	$73,800.00
SE	$185	864	$159,840.00
LABOR TOTAL			**$230,680.00**

TRAVEL SUMMARY:

Travel Budget Total: $6,668.00

COST SUMMARY:

Proposal Not-to-Exceed Budget: $237,348.00

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Northern Digital, Inc.)

Exhibit INS-A

INSURANCE REQUIREMENTS

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.

1/23

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

Exhibit INS-A

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER	**CANCELLATION**
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	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

Rev. 1/23 INS-A.doc

Exhibit INS-A

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

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

Rev. 1/23 INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

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 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

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Northern Digital, Inc.)

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Northern Digital, 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, 2026

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, 2026, 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 Northern Digital, 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 OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.14

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Eighth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Eighth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District (VRSD) in the amount of $150,000 for a new total not-to-exceed amount of $1,300,000 and to extend the term to June 30, 2026, with one optional one-year term extension ending June 30, 2027, for monitoring and reporting of the closed Santa Clara Landfill.

(This item is a continuation of an item previously approved by the City Council on May 17, 2022.)

BACKGROUND

The City of Oxnard owns the closed Santa Clara landfill and the River Ridge Golf Club. The Ventura Regional Sanitation District (VRSD) owns the neighboring closed Coastal Landfill. On November 14, 2000, the City and VRSD entered into the Golf Course Lease and Landfill Postclosure Maintenance Agreement (A-5906) for the lease of two VRSD parcels, which includes the Coastal Landfill parcel, for the purpose of constructing and maintaining the second golf course. The term of this Agreement will remain in effect until December 31, 2099.

On November 17, 2015, the City Council retroactively approved Agreement 7167-15-CM with VRSD, effective July 1, 2015, to provide the regulatory testing and reporting services for groundwater and gas emissions as required by the State of California's Post Closure Maintenance Plan. Since VRSD is the owner of the groundwater and gas emissions equipment that is shared for both closed landfills, it is necessary for this Agreement to remain in place until the State of California deems the testing and reporting is no longer necessary.

On May 17, 2022, the City and VRSD approved the Seventh Amendment for VRSD to continue providing the monitoring and reporting services. This Amendment had an expiration date of June 30, 2025, but still has City Council-approved contract capacity remaining. The legal staff from both VRSD and the City have been negotiating a new agreement, but did not conclude the negotiations prior to the June 30, 2025 expiration. Therefore, both parties agreed that the best course of action was to continue using the existing Agreement, with the remaining contract capacity in the not to exceed amount, on a month-to-month basis.

DISCUSSION

The Public Works Department is requesting an Eighth Amendment to the Agreement to extend the term to June 30, 2026, with an option to extend one additional year to June 30, 2027, if needed, and to increase the Agreement value by $150,000 for a new not-to-exceed amount of $1,300,000. The table below shows the history of the Agreement and Amendments.

AGREEMENT/ AMENDMENT	COUNCIL APPROVAL	VALUE AMOUNT	AMENDMENT AMOUNT	TOTAL AMOUNT	TERM
7167-15-CM	November 17, 2015	$75,050.91	NA	$75,050.91	June 30, 2016
First Amendment	April 11, 2017	$75,050.91	$129,457.00	$204,507.91	June 30, 2017
Second Amendment	January 23, 2018	$204,507.91	$113,721.00	$318,228.91	June 30, 2018
Third Amendment	March 5, 2019	$318,228.91	$99,987.00	$418,215.91	June 30, 2019
Fourth Amendment	June 18, 2019	$418,215.91	$102,568.00	$520,783.91	June 30, 2020
Fifth Amendment	June 30, 2020	$520,783.91	$97,960.00	$618,743.91	June 30, 2021
Sixth Amendment	May 5, 2021	$618,743.91	$99,815.00	$718,558.91	June 30, 2022
Seventh Amendment	May 17, 2022	$718,558.91	$431,441.09	$1,150,000	June 30, 2025
Eighth Amendment	*December 16, 2025**	*$1,150,000.00*	*$150,000.00*	*$1,300,000*	*June 30, 2027*

*Pending Council approval

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is currently $220,000 remaining in contract capacity with VRSD. However, through June 30, 2027, a total of approximately $370,000 is anticipated to be needed, inclusive of allowable annual CPI/rate increases. Therefore, staff recommends increasing the contract capacity by $150,000 for a revised not-to-exceed amount of $1,300,000. Sufficient appropriations are included in the FY 2025-26 Golf Course Operations Adopted Budget to cover the costs of services provided under this Agreement (6513640-53200). Funding for the subsequent fiscal year will be requested during the annual budget process.

There is no impact on the General Fund.

COMMITTEE OUTCOME

This item is a continuation of an item previously approved by the City Council on May 17, 2022.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. 7167-15-CM VRDS Eighth Amendment
2. 7167-15-CM VRSD Original Agreement and Previous Amendments
3. A-5906 VRSD Agreement

EIGHTH AMENDMENT TO CONSULTING SERVICES AGREEMENT

This Eighth Amendment ("Eighth Amendment") to the Consulting Services Agreement (CRSD Contract No. 15-0128; City of Oxnard Agreement No. 7167-15-CM) related to landfill gas monitoring and reporting at the closed Santa Clara Landfill, which is owned by the City of Oxnard, ("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 Ventura Regional Sanitation District, a special district formed pursuant to California Health & Safety Code Section 4700 et seq. ("Consultant"). This Eighth Amendment amends the Agreement entered into on June 8, 2015, by City and Consultant. The Agreement previously has been amended on April 11, 2017, by a First Amendment, on November 2, 2017, by a Second Amendment, on March 5, 2019, by a Third Amendment, on June 18, 2019, by a Fourth Amendment, on June 30, 2020 by a Fifth Amendment, on May 4, 2021 by a Sixth Amendment and on May 17, 2022 by a Seventh Amendment.

City and Consultant agree as follows:

WHEREAS, the City and VRSD have determined there is a need to extend the term of the current agreement in order to allow for continued monitoring and reporting of the closed Santa Clara Landfill until the new agreement is finalized;

WHEREAS, the City and VRSD are in the process of negotiating a new agreement for the monitoring and reporting of the closed Santa Clara Landfill; and

WHERAS, it is necessary and mutually agreed upon to increase the amount of the Original Agreement to continue the services during the extended term.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to amend the Original Agreement as set forth in this Amendment.

1. The agreement ending date in Section 12 of the cover page of the Agreement is hereby amended to "June 30, 2026" with one optional one-year term extension ending June 30, 2027.

2. The total agreement amount in Section 14 of the cover page of the Agreement is hereby amended to "$1,300,000.00.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☐Luis A. Mc Arthur, Mayor[1] Date
☒Libertad Macias, Purchasing Agent [2]

ATTEST:

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

APPROVED AS TO FORM:

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

VENTURA REGIONAL SANITATION DISTRICT

David Newman, Chairperson Date

Mayra Rodriguez, [3] Date
Clerk of the Board

APPROVED AS TO FORM:

Robert N. Kwong, Date
District General Counsel
Arnold LaRochelle Mathews VanConas & Zirbel, LLP

1 The City Council must authorize and the Mayor must execute any agreement over $220,000.

2 The Purchasing Agent may execute any authorized agreement up to $220,000.

3 The City requires the following for any contract:

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

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

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation (**"City"**), and Ventura Regional Sanitation District (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.



5. Coordination of Services

The Services shall be coordinated with the City Manager or designated Department Head (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2016. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Frank Kiesler as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2016.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $75,050.91 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under 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.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. 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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. 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 Indemnified Party 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. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-C**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-C.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-C**.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Michael Henderson, General Services Director

APPROVED AS TO INSURANCE:

Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL LLP

MARK ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL SANITATION DISTRICT

RICK NEAL, Chairman

ATTEST:

JOSIE GUZMAN
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance 7/2

Fiscal Technician _____

Exhibit A
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.

4. Prepare AB32 / CCR 17 Reports.

5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

6. Retain Title V and CCR 17 records.

7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

FY 16 budget

	Landfill Gas Perimeter Probe and Structures Monitoring	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	$ 107.00			$5,136.00
$8,346.00	Calibrate Basement gas monitoring unit	Environmental Resource Analyst	1.0	12	12	$ 107.00			$1,284.00
	Calibrate tent gas monitoring units	Environmental Resource Analyst	0.5	12	6	$ 107.00			$642.00
	Reporting								
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	$ 107.00			$1,284.00
Materials	Calibration Gas (oxygen + methane)						2	$ 207.00	$414.00
$414.00									
Equipment	GEM - Gas Monitor						12	$ 75.83	$909.96
$2,529.92	Mule - Portable Vehicle						4	$ 279.99	$1,119.96
	Misc. Supplies/Hardware						1	$ 500.00	$500.00
Mileage	Mileage						480	$ 1.00	$480.00
$480.00									
Subtotal									$11,769.92

	Landfill Gas Surface Monitoring and Reporting	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
$8,239.00									
	Reporting								
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	$ 107.00			$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	$ 107.00			$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	$ 107.00			$2,568.00
Materials	Calibration Gas (zero air + methane)						2	$ 207.00	$414.00
$414.00									
Outside Contracted Service	RES, Inc. - Landfill Surface Emissiosn Monitoring (cost + 10%) *(Effective for FY 15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)*	Contractor		1			Lump sum	$ 6,860.70	$ 6,860.70
$6,860.70									
Fees	APCD Permit Fee (1/3 fee)						1	$ 879.75	$879.75
$879.75									
Mileage							80	$ 1.00	$80.00
$80.00									
Subtotal									$16,473.45

	Stormwater Monitoring and Reporting	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	6 wet season inspections	Environmental Resource Analyst	2	6	12	$ 107.00			$1,284.00
$4,708.00	Stormwater sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	$ 107.00			$428.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	$ 107.00			$856.00
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Plans and Reporting								
	Conduct Annual Certification and SSMP review	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	$ 107.00			$2,247.00
Outside Contracted Services	Laboratory Fees						4	$ 450.00	$1,800.00

Exhibit "B"

$1,800.00									
Mileage $560.00							560	$ 1.00	$560.00
Subtotal									$9,315.00
	Gas Collection System and Flare Operation & Maintenance	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**
Labor $5,570.00	Landfill Gas Condensate Sump maint.	Senior Solid Waste Woker	8	4	32	$ 99.00			$ 3,168.00
	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00			$ 1,760.00
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		$ 11,000.00
Outside Contracted Service $7,300.54	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum		$ 2,273.34
	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		4			4	$ 138.00	$552.00
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,089.00	$ 1,089.00
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,686.20	$ 2,686.20
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Qrtly	$ 175.00	$ 700.00
Equipment rental $150.00	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00
Utility $2,880.00	Electricity billing	SCE utility		12				$ 240.00	$ 2,880.00
Mileage $320.00							320	$ 1.00	$320.00
Subtotal									$27,220.54
	Gas Collection System Monitoring	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**
Labor $9,792.00	*Well-field balancing (monthly)*	Engineering Technician	8	12	96	$ 102.00			$ 9,792.00
Mileage $480.00							480	$ 1.00	$480.00
Subtotal									$10,272.00
Grand Total									$75,050.91

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (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 $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 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.

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-C. 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. 7167-15-CM
300 West Third Street, Suite 302
Oxnard, California 93030

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-C 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-C.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** 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/ & listed sub-consultant $500,000 Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Manager Reference No. 7167-15-CM 300 W. Third Street, Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: (___) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. 7167-15-CM
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

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
Attn: Risk Manager
Reference No. 7167-15-CM
300 W. Third Street, Suite 302
Oxnard, CA 93030

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 _____

CERTIFICATE OF COVERAGE

14-Jul-2015

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE (MOC) BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED Ventura Regional Sanitation District
Member of CSRMA
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

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MEMORANDUM OF COVERAGE NUMBER	PROGRAM AFFORDING COVERAGE
CSL VRSD 1415 1	California Sanitation Risk Management Authority (C.S.R.M.A.)

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOTHWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT:

PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.

Type Of Coverage: Public Entity Liability Including:	EffectiveDate	ExpirationDate	S.I.R.	Deductible	Liability Limit Per Occurrence
General Liability (Coverage)					
Public Officials E&O Liability General Liability Products/Completed Operations Contractual Liability	31-Dec-2014	31-Dec-2015	-	$25,000	$2,000,000
Automobile Liability (Coverage)					
Owned Automobiles Non-Owned Automobiles Hired and Non-Owned Auto	31-Dec-2014	31-Dec-2015	-	$25,000	$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THE HOLDER IS NAMED AS AN ADDITIONAL COVERED PARTY PER THE MEMORANDUM OF COVERAGE WITH RESPECTS TO AGREEMENT NO. 7167-15-CM; VRSD CONTRACT NO.15-027. COPIES OF THE MEMORANDUM OF COVERAGE ARE AVAILABLE UPON REQUEST.

CERTIFICATE HOLDER

City of Oxnard
300 W. Third Street, Suite 302
Oxnard, CA 93030
Attn: Risk Manager - REFERENCE NO.5421-11-CM

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY

ADDITIONAL COVERED PARTY ENDORSEMENT

This Endorsement forms a part of the Memorandum of Coverage issued by the CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY.

ADDITIONAL COVERED PARTY: City of Oxnard

CSRMA MEMBER ENTITY: Ventura Regional Sanitation District

DESCRIPTION OF ACTIVITY: Agreement No. 7167-15-CM; VRSD Contract No. 15-027

DATE(S) OF ACTIVITY: 07/14/2015 - 12/31/2015

LOCATION OF ACTIVITY: City of Oxnard

MAXIMUM COVERAGE LIMIT: $2,000,000

DEDUCTIBLE: $25,000

The person or organization first named above is added as an ADDITIONAL COVERED PARTY pursuant to Section III(A), "Definitions" and Section VII, "Covered Parties." Coverage is provided through participation in a risk sharing joint powers authority, for general and automobile liability as defined in the Memorandum of Coverage.

The coverage being provided by this Endorsement is limited to "occurrences" arising out of the activity or location described, and the time period indicated herein, and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage. Pursuant to Section III (A), the person or entity named above is only an Additional Covered Party with respect to operations performed by or on behalf of the CSRMA MEMBER ENTITY, or facilities owned or used by the CSRMA MEMBER ENTITY.

Coverage is in effect for the DATE(S) OF ACTIVITY indicated above and will not be cancelled or allowed to expire at a date other than the last date indicated except upon 30 days' written notice to the Additional Covered Party.

Date issued: 07/14/2015

Authorized Representative

442 7.14.2015

CERTIFICATE OF INSURANCE

06-Jul-2015

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED Ventura Regional Sanitation District
Member of CSRMA
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

INSURERS AFFORDING COVERAGE

Please refer to Coverages section below.

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COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CoverageType	Insurer	Policy	EffectiveDate	ExpirationDate	LimitType	Amount
Workers Compensation and Employer Liability						
	Safety National Casualty Corporation	SP 4053102	01-Jul-2015	01-Jul-2016	Statutory	
					E.L. Each Accident	$1,000,000
					Disease - Each Employee	$1,000,000
					S.I.R.	$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THIS CERTIFICATE OF INSURANCE IS ISSUED FOR EVIDENCE ONLY WITH RESPECTS TO AGREEMENT NO. 5421-11-CM; VRSD CONTRACT NO.11-011.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER

City of Oxnard
300 W. Third Street, Suite 302
Oxnard, CA 93030
Attn: Risk Manager - REFERENCE NO.5421-11-CM

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF COVERAGE

06-Jul-2015

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE (MOC) BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED Ventura Regional Sanitation District
Member of CSRMA
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

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MEMORANDUM OF COVERAGE NUMBER	PROGRAM AFFORDING COVERAGE
CSWC VRSD 1516 1	California Sanitation Risk Management Authority (C.S.R.M.A.)

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOTHWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT:

PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.

Type Of Coverage: Public Entity Liability Including:	EffectiveDate	ExpirationDate	S.I.R.	Deductible	Liability Limit Per Occurrence
Worker's Compensation (Coverage)					
Limit	01-Jul-2015	01-Jul-2016	-	-	$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
THIS CERTIFICATE OF INSURANCE IS ISSUED FOR EVIDENCE ONLY WITH RESPECTS TO AGREEMENT NO. 5421-11-CM; VRSD CONTRACT NO.11-011.

CERTIFICATE HOLDER

City of Oxnard
300 W. Third Street, Suite 302
Oxnard, CA 93030
Attn: Risk Manager - REFERENCE NO.5421-11-CM

123 - 281

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

06-Jul-2015

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED Ventura Regional Sanitation District
Member of CSRMA
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

INSURERS AFFORDING COVERAGE

Please refer to Coverages section below.

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COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CoverageType	Insurer	Policy	EffectiveDate	ExpirationDate	LimitType	Amount
Workers Compensation and Employer Liability						
	Safety National Casualty Corporation	SP 4053102	01-Jul-2015	01-Jul-2016	Statutory	
					E.L. Each Accident	$1,000,000
					Disease - Each Employee	$1,000,000
					S.I.R.	$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
THIS CERTIFICATE OF INSURANCE IS ISSUED FOR EVIDENCE ONLY WITH RESPECTS TO AGREEMENT NO. 5421-11-CM; VRSD CONTRACT NO.11-011.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER

City of Oxnard
300 W. Third Street, Suite 302
Oxnard, CA 93030
Attn: Risk Manager - REFERENCE NO.5421-11-CM

123 - 282

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

0456 00 0113 (XWC)

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, July 01, 2015

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

> The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4053102, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY, ET AL, dated July 01, 2015.

SAFETY NATIONAL CASUALTY CORPORATION

Secretary

President

AMENDMENT NO. 1
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS FIRST AMENDMENT ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of December, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027, which is attached as **Exhibit D-1** hereto and incorporated herein by reference; and

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring, as more particularly set forth in Exhibit A of the Agreement (collectively "Services"); and

C. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1 in the Agreement:

"1. Scope of Services
Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A-1** attached hereto and incorporated herein by this reference (the "**Services**")."

2. The following language shall replace the original provisions of Section 8 in the Agreement:

"8. Time for Performance
The Services performed under this Agreement shall be completed by June 30, 2017. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

COUNCIL APPROVED
4/11/2017 K2(D)
DATE

3. The following language shall replace the original provisions of Section 9 in the Agreement:

"9. Principal-in-Charge
Consultant hereby designates Matthew Baumgardner as its principal-in-charge and person responsible for necessary coordination with Manager."

4. The following language shall be added as a second paragraph to Section 10 (Permits, Licenses, Certificates) in the Agreement:

"Consultant's responsibility under this Agreement shall be subject to the terms and conditions of VRSD Contract No. 00-023-02 which is titled Amended and Restated Golf Course Lease and Landfill Postclosure Agreement By and Between Ventura Regional Sanitation District and City of Oxnard Dated May 21, 2002, is incorporated fully herein by this reference as **Exhibit C-1**. Parties agree that if any conflict arises between the terms and conditions of the Agreement, as amended, and the terms and conditions of **Exhibit C-1** shall prevail and take precedence."

5. The following language shall be added as a third sentence to Section 11 (City's Responsibility) in the Agreement:

"City's responsibility under this Agreement shall be subject to the terms and conditions of **Exhibit C-1**."

6. The following language shall replace the original provisions of Section 12 in the Agreement:

"12. Term of Agreement
This Agreement shall begin on July 1, 2015, and expire on June 30, 2017."

7. The following language shall replace the original provisions of Section 14.a. in the Agreement:

"14. Compensation
a. City agrees to pay Consultant in an amount not to exceed $129,457 for the Services at rates provided in **Exhibit B-1** attached hereto and incorporated herein by this reference."

8. The following language shall replace the original provisions of Section 40(b) in the Agreement:

"b. Any notices to the City may be delivered personally or by mail addressed to the City of Oxnard, Public Works Department, 305 W. Third Street, Oxnard, California 93030, Attention: Badaoui Mouderres."

9. As so amended, the Agreement remains in full force and effect.

(signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By _____
BERT PERELLO
Chairman of the Board

ATTEST:

By _____
MICHELLE ASCENCION, CMC
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____
GREG NYHOFF
City Manager

APPROVED AS TO FORM:

By _____
STEPHEN M. FISCHER
City Attorney

APPROVED AS TO CONTENT:

By _____
DANIEL RYDBERG
Public Works Director

APPROVED AS TO INSURANCE:

By _____
MICHAEL MORE
Risk Manager

Exhibit A-1
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.

4. Prepare AB32 / CCR 17 Reports.

5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

6. Retain Title V and CCR 17 records.

7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.

2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.

3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.

4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.

5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

Site	Period	Sampling Month	Report Due to RWQCB
Santa Clara	Summer/Fall	October 2016	December 15, 2016
Santa Clara	Winter/Spring	April 2017	June 15, 2017

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.

2. Conduct up to 6 wet season monthly inspections as required during the rainy season.

3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.

4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.

5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.

6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.

2. Conduct quarterly sump pump maintenance.

3. Conduct LFG flare maintenance.

4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.

5. Coordinate annual gas flare source test.

6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations.

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

EXHIBIT B-1

Project Number	Account			Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular	Account Total---	$40,395			
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring			78	$107	$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting			77	$107	$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting			64	$107	$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &			32	$104	$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &			16	$116	$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &			6	$107	$642
	51010 Senior Engineering Technician Gas Collection System Monitoring			96	$116	$11,136
52079	Environmental Consultants	Account Total---	$38,660			
	52079 (RES) Landfill Surface Emission Monitoring			1	$7,700	$7,700
	52079 (OEM) Semi-Annual Flare Assessment			1	$2,273	$2,273
	52079 Gas Flare Source Test			1	$4,400	$4,400
	52079 Annual Flare Destruction Efficiency Test			1	$2,686	$2,686
	52079 Semi-Annual GW Monitoring Events & Reports			2	$9,900	$19,800
	52079 Contractor Lab Costs for 4 Samples			4	$450	$1,800
52080	Other Professional Services	Account Total---	$4,000			
	52080 Methane Detectors Factory Service, Equip. &			1	$4,000	$4,000
52150	Permits, Licenses and Fees	Account Total---	$920			
	52150 APCD Permit Fee			1	$920	$920
52155	Lab Services and Supplies	Account Total---	$26,015			
	52155 Laboratory Fees			4	$178	$713
	52155 Quarterly Landfill Gas Analytical			4	$138	$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events			2	$12,375	$24,750

52185	Operating Supplies		Account Total---	$11,828			
		52185 Calibration Gas (Oxygen + Methane)			2	$207	$414
		52185 Calibration Gas (Zero Air + Methane)			2	$207	$414
		52185 Flare Maintenance & Repair Supplies			1	$11,000	$11,000
52186	Other Operating Services		Account Total---	$700			
		52186 Maintain City's Air Compressor			4	$175	$700
52197	Utilities		Account Total---	$2,880			
		52197 Electricity Billing			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total---	$150			
		52220 Man-Lift for Gas Flare Source Test			1	$150	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total---	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			1	$500	$500
60598	Fund Transfer Out-FLEET		Account Total---	$1,380			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Stormwater Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500
			Project 411500 Total---	$129,457			
			Total for this report---	$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

EXHIBIT C-1

DATE: 5/21/02 AGENDA # I-X

VRSD CONTRACT NO: 00-023-02

AMENDED AND RESTATED
GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
BY AND BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CITY OF OXNARD

DATED: May 21 **, 2002**

AMENDED AND RESTATED
GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT
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AMENDED AND RESTATED
GOLF COURSE LEASE
AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT ("this Lease Agreement") is made and entered into this 21st day of May, 2002, by and between the VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and the CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City"). The purpose of this Lease Agreement is to lease two parcels of real property, including a closed landfill parcel, to City so that City, at its sole expense, may design, permit, construct, and operate open space recreational uses on the property; to provide that City assume responsibility for maintaining the surface of the property and for expenses incurred by VRSD as a result of City's development and use of the property; to provide that VRSD retain responsibility for monitoring and maintaining specified subsurface maintenance facilities; and to provide consideration to VRSD and City in the form of additional covenants and agreements, with all of the above generally described provisions being more particularly described and established below. This Lease Agreement provides for a conveyance from a governmental agency to a governmental agency and is exempted by Government Code Section 66428(a)(2) from any requirement for a parcel map.

1. **DEFINITION OF TERMS**. As used in this Lease Agreement, the following terms have the meanings set forth below:

a. "Agreement for Waste Disposal" shall mean the Agreement for Waste Disposal at Toland Road Landfill between VRSD and City executed November 14, 2000, as it may be amended.

b. "Bailard Buffer Parcel" shall mean that certain real property owned by VRSD and located west of Victoria Avenue and east of the Bailard Landfill as more particularly described in Exhibit "B" and illustrated on Exhibit "A".

c. "Closure Plan" shall mean the Coastal Sanitary Landfill Final Closure Plan prepared by VRSD in September, 1991, and approved by the California Integrated Waste Management Board.

d. "Coastal Buffer Parcel" shall mean that certain real property owned by VRSD and located east of Victoria Avenue and west of the Coastal Landfill Parcel as more particularly described in Exhibit "C" and illustrated on Exhibit "A".

e. "Coastal Landfill Parcel" shall mean that certain real property owned by VRSD located west of the Santa Clara Landfill Parcel as more particularly described in Exhibit "D" and illustrated on Exhibit "A". "Coastal Landfill" shall mean the landfill located on the Coastal Landfill Parcel.

f. "Landfill Cover System" shall mean the landfill cover system constructed over the top of the closed Coastal Landfill as that system actually exists on the date of this Lease Agreement. The Landfill Cover System design is described and illustrated in the Closure Plan and represented in the as built closure plans prepared by VRSD for the Coastal Landfill. The actual dimensions of this system existing on the date of this Lease Agreement may vary from the design. VRSD makes no representation as to the dimensions or condition of the cover system as of the date of this Lease Agreement, because the cover system has changed due to differential settlement, erosion or other factors.

g. "Northwest Golf Course Community Specific Plan" or "Specific Plan" shall mean that Specific Plan approved by the City July, 1999.

h. "Northwest Golf Course Community Specific Plan EIR" or "Specific Plan EIR" shall mean that Final Environmental Report (State Clearinghouse No. 97031009) certified by City July, 1999.

i. "Postclosure Plan" shall mean the Coastal Sanitary Landfill Postclosure Maintenance Plan prepared by VRSD October, 1991, and approved by the California Integrated Waste Management Board.

j. "Premises" shall mean (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel.

k. "Santa Clara Landfill Parcel" shall mean that certain real property owned by City located east of the Coastal Landfill Parcel as illustrated on Exhibit "A".

l. "Specified Recreational Uses" shall mean open space recreational uses available to the public, with or without charge, as approved in writing by City and VRSD. Subject to the other terms of this Lease Agreement, the following recreational uses are deemed approved as Specified Recreational Uses: golfing, walking, jogging, bicycling, picnicking and/or outdoor athletic fields.

m. "Subsurface" shall mean the land lying below the top of the clay liner portion of the Landfill Cover System constructed on the Coastal Landfill Parcel.

n. "Subsurface Maintenance Facilities" shall mean landfill improvements whether located on top of or below the surface of the Coastal Landfill that directly relate to maintenance or mitigation of subsurface landfill conditions. Such facilities shall include all landfill gas collection and monitoring wells, all water quality monitoring wells, all landfill gas collection system piping, valves, and related equipment, the entire landfill gas flare system, all flare station landscaping growing inside the fence surrounding the flare station, all condensate collection tanks and any other improvement physically connected to subsurface landfill maintenance improvements. "Subsurface Maintenance Facilities" shall not mean any roads or drainage improvements.

o. "Surface" shall mean the land lying on top of the Coastal Landfill Parcel including the soil above the top of the clay liner portion of the Landfill Cover System. "Surface" shall not be interpreted to include "Subsurface" or "Subsurface Maintenance Facilities."

p. "Water and Wastewater Services Agreement" shall mean the Agreement for Water and Wastewater Services between VRSD and City executed November 14, 2000 as it may be amended.

2. **PREMISES**. Pursuant to the terms, conditions and covenants hereof, VRSD hereby leases to City, and City leases from VRSD the Premises. All references to the "Premises" shall be understood to include both (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel unless only one of these parcels is expressly specified in any provision of this Lease Agreement.

3. **TERM**.

This Lease Agreement shall be deemed to have become effective and the term shall be deemed to have commenced on November 14, 2000, provided, however, that where this Lease Agreement makes specific provision for the date of commencement and/or termination of certain rights and/or responsibilities, those specified dates shall control the timing of the referenced rights and/or responsibilities. This Lease Agreement shall continue in effect until December 31, 2099, unless terminated earlier in accordance with the provisions below.

4. **RENT**.

a. **Base Rent**. Commencing on the date first stated above and continuing thereafter during the term of this Lease Agreement, on or before December 1 of each year, City shall pay VRSD One Dollar ($1) per year as the Base Rent.

b. **Other Consideration**. In addition to the Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising under this Lease Agreement, and City shall perform all of City's obligations arising under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement. City expressly acknowledges that VRSD would not have made this Lease Agreement unless City had agreed to the Agreement for Waste Disposal and the Water and Wastewater Services Agreement.

5. **USE OF PROPERTY**. During the term of this Lease Agreement, City shall use and occupy the Premises solely for Specified Recreational Uses subject to the terms and conditions herein. Any other use is prohibited. In conjunction with Specified Recreational Uses, City may construct lined lakes on the Coastal Buffer Parcel to provide for drainage of City's property used for Specified Recreational Uses and for irrigation of City's property used for Specified Recreational Uses. City shall not construct or allow the construction or placement of any buildings or permanent enclosed

structures on the Coastal Landfill Parcel. City shall not construct or allow the construction or placement of any building or permanent enclosed structure on the Coastal Buffer Parcel except for restrooms, snack shops with open air seating, unenclosed shelters, and a maintenance facility serving Specified Recreational Uses solely, provided such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas, and provided that such improvements are approved (including issuance of all required permits) by regulatory agencies which have jurisdiction to regulate construction of such improvements. City shall not disrupt or allow the disruption of the Landfill Cover System or any material lying within four feet of the waste buried in the Coastal Landfill Parcel without the express written approval of VRSD, CIWMB, RWQCB and other regulatory agencies which have jurisdiction to regulate the maintenance and improvements of the Landfill Cover System. Without limiting the foregoing, City agrees City shall not, under any circumstances, dig into, drill through or otherwise impair the compacted clay liner portion of the Landfill Cover System without all such required regulatory approval. City shall not permanently take any dirt or earthen material off either the Coastal Landfill Parcel or the Coastal Buffer Parcel; provided, however, that City may move dirt from the Coastal Buffer Parcel to the Coastal Landfill Parcel. Notwithstanding this Section 5 or any other provision of this Agreement, all rights granted by VRSD to City with respect to City's use and occupancy of the Premises are, and shall remain, fully subject to the rights of the Lessee under the Gas Lease (as such terms are defined in Section 10a of this Lease Agreement).

6. **CONDITION OF PREMISES**.

a. **Acceptance of Premises**. City hereby acknowledges that it has fully inspected the Premises, and all improvements thereon, and accepts the same in its present condition "as is." VRSD makes no guarantees, warranties or representations regarding the fitness of the Premises for development for Specified Recreational Uses or whether any of the activities contemplated hereunder can be undertaken without conflicting with or impairing any rights of the Lessee under the Gas Lease or causing VRSD to violate any of its covenants or obligations under the Gas Lease. City acknowledges that it will be relying solely on its own investigations, studies, and expert review concerning the condition of the Premises, its zoning and land use designation, its potential for development, and any and all environmental, hydrogeologic or geologic conditions.

b. **Landfill Impacts**. City further acknowledges that the Premises is located on or adjacent to a closed solid waste landfill and, as such, the Premises may be subject to certain conditions, including, but not limited to, significant differential settlement of the surface, venting of landfill gas through the surface, subsurface migration of landfill gas, chemicals, liquid substances and other compounds, contamination of groundwater beneath and adjacent to the landfill and all other environmental impacts associated with a closed landfill. Specifically, City acknowledges that the surface of the Coastal Landfill Parcel is settling at a non-uniform rate as the waste buried below the surface decomposes. Settlement of the surface can be expected to occur throughout the term of this Lease Agreement and this condition will require City to fill in cracks and voids and engage in constant maintenance of any and all paths, piping, utility conduits, fencing, landscaping, drainage features, golf course tees, fairways, greens, improvements for Specified Recreational Uses and other

improvements on the Coastal Landfill Parcel. City and VRSD agree that City shall carry out such responsibilities without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. City acknowledges that landfill gas, including methane gas and other hazardous gases, generated by the decomposing waste buried beneath the surface of the Coastal Landfill Parcel migrates laterally subsurface and also vents vertically through cracks in the surface of the ground. The generation of landfill gas and the migration and venting of this gas can be expected to occur throughout the term of this Lease Agreement. City further acknowledges that the Coastal Buffer Parcel may experience all of the impacts associated with the landfill and that the Coastal Buffer Parcel experiences episodes of significant flooding, including, but not limited to, drainage from the existing Victoria Avenue drainage ditch and the Patterson Drain, including occasions when the outlet to the Santa Clara River does not drain due to high water. City assumes and accepts all risks, losses, damages, and costs of these above referenced landfill impacts as they may affect the construction and operation of Specified Recreational Uses on the Premises, except for losses arising from any VRSD negligent act or omission; provided that in no event shall VRSD ever be liable for any consequential damage incurred by City because the Premises is not usable for Specified Recreational Uses.

7. **PERMITTING OF PREMISES**.

a. **CIWMB**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Integrated Waste Management Board ("CIWMB") and its local enforcement agency ("LEA"), the Ventura County Environmental Health Department ("EHD"). The LEA and the CIWMB have approved the Closure Plan and the Postclosure Plan. City acknowledges that the Closure Plan and the Postclosure Plan must be revised before City can commence development of Specified Recreational Uses on the Coastal Landfill Parcel. City acknowledges that the CIWMB and the LEA must approve any revisions to the Closure Plan and Postclosure Plan and that CIWMB and LEA may order further revision to these plans during the term of this Lease Agreement. City further acknowledges that the State of California has enacted and will further enact laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

b. **RWQCB**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") and the California State Water Resources Control Board ("SWRCB"). City acknowledges that the RWQCB has issued Waste Discharge Requirements ("WDR's") and Groundwater Monitoring Requirements ("Water Quality Requirements") for the Coastal Landfill, the Santa Clara Landfill and the Bailard Landfill. City acknowledges that the RWQCB shall review and revise the WDR's and/or Water Quality Requirements before City shall commence development of Specified Recreational Uses. City acknowledges that RWQCB and/or SWRCB may modify the WDR's and/or Water Quality Requirements at any time during the term of this Lease Agreement.

c. **APCD**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Ventura County Air Pollution Control District ("APCD"). City acknowledges that APCD has adopted Rule 74.17 and Rule 74.17.1 and may adopt revisions to this rule or adopt new rules regulating air emissions from the Premises.

d. **EPA**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Environmental Protection Agency and/or other regulatory agencies of the United States ("EPA"). City acknowledges that the United States has enacted the Resource Conservation and Recovery Act and other laws and regulations and will further enact new laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

e. **Regulatory Compliance**. City acknowledges review of each of the above referenced Closure Plan, Postclosure Plan, WDR's, Water Quality Requirements and APCD Rule 74.17, and Rule 74.17.1. City acknowledges that the Coastal Landfill Parcel is subject to other regulatory requirements. City assumes responsibility for becoming fully informed of all the restrictions presented by such regulatory permits, rules, regulations and laws as they exist now or may exist in the future as they relate to City's use of the Premises. City agrees that to the extent its use of the Premises or adjacent City owned property causes a violation of any such permit, rule, regulation or law, City shall bear the full responsibility for correcting any such violation and City shall bear the full expense of any liability associated with any penalty, prosecution or remediation requirement associated with any such violation and that City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any such liability.

8. LANDFILL CLOSURE PLAN, LANDFILL POSTCLOSURE PLAN AND OTHER REGULATORY DOCUMENTS.

a. **City Reimbursement of VRSD**. VRSD and City acknowledge that the Closure Plan, Postclosure Plan and other regulatory documents must be revised and approved by the appropriate regulatory agencies in order to accommodate the development of Specified Recreational Uses on the Coastal Landfill Parcel and that such revisions may be required on subsequent occasions during the term of this Lease Agreement. VRSD and City agree to cooperate in all such revisions and the implementation of the Closure Plan, Postclosure Plan, and other regulatory documents, provided that VRSD shall not be obligated to agree to any revision or requirement relating to Specified Recreational Uses which causes VRSD to incur expenses for subsurface maintenance of the Coastal Landfill beyond the expenses VRSD was obligated to incur under the plans and documents in existence as of the date of this Lease Agreement or which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. VRSD and City agree that City shall bear the entire cost to City and VRSD of revising the Closure Plan, Postclosure Plan, and all other regulatory documents. City shall reimburse VRSD for all commercially reasonable costs and expenses incurred by VRSD under subsections 8a, b, c, d, e, f, and g below, including all VRSD staff and consultant costs. With respect to City's obligation herein to pay or reimburse VRSD, City shall, within thirty (30) days after receipt of billing from

VRSD, pay VRSD for reasonable expenses incurred by VRSD in carrying out the activities described in this Section 8 including staff time and consultant time in consulting with the City, City consultants, VRSD consultants, regulatory agencies and other interested parties involved in the revision and/or implementation of the plans or other regulatory documents and/or any of the activities described in this Section 8. City's obligation to reimburse shall include, but not be limited to payment for all VRSD staff and VRSD consultant time spent on reviewing all drafts, proposed submittals, designs, and other documentation relating to the plans and documents and attendance of VRSD employees and VRSD consultants at any and all meetings relating to the development of Specified Recreational Uses on the Premises. As used in this Lease Agreement, the term "VRSD consultant" shall mean independent engineers, hydrologists, attorneys, architects and other experts retained by VRSD. City shall reimburse VRSD for its staff time at the then current established hourly rates and for its consultants' time at the established hourly rates as then specified in contracts between VRSD and its consultants which shall be made available to City. In addition, if the revised plans or other permits, conditions or documents changed as a result of Specified Recreational Uses result in an increase in the expense of providing subsurface postclosure maintenance City shall, throughout the terms of this Lease Agreement, reimburse VRSD for such additional postclosure maintenance expenses within thirty (30) days after receipt of billing specifying the nature and cost of the additional maintenance work, improvements, monitoring or other activity required by the revised Closure Plan, Postclosure Plan or other regulatory documents.

b. **City's Assumption of Responsibility**. Immediately upon execution of this Lease Agreement, City shall assume responsibility for complying with the surface maintenance components of the Postclosure Maintenance Plan and other regulatory documents, including, but not limited to, the WDR's. Upon the approval of the revised Closure Plan, Postclosure Plan, and other regulatory documents permitting Specified Recreational Uses on the Coastal Landfill Parcel City shall become responsible for and shall commence the physical work of complying with all components of those plans and any successor plans and other documents which regulate or relate to the development and maintenance of the surface of the Coastal Landfill Parcel and VRSD shall bear responsibility only for non Specified Recreational Uses related subsurface maintenance requirements of said plans, including responsibility for any subsurface maintenance facilities which exist on or above the surface of the Coastal Landfill Parcel. In addition to assuming responsibility for all continuing and all new surface maintenance requirements, City shall bear responsibility for any additional subsurface maintenance requirement caused by the development and/or operation of Specified Recreational Uses on the Premises. In the future, during the term of this Lease Agreement, City shall become responsible for compliance with all new provisions, conditions and requirements of further revised plans and other regulatory documents relating to Specified Recreational Uses on the Premises and for all subsequent revised or new provisions, conditions and requirements of said plans and documents or new regulatory enactments relating to the surface maintenance of the Premises which may hereinafter become effective during the term of this Lease Agreement. The parties acknowledge that the various regulatory agencies may continue to name VRSD as the permitee, owner and/or responsible party for the Closure Plan, Postclosure Plan, and other regulatory documents. Nonetheless, City shall take all reasonable action necessary to assure that City's activities do not cause VRSD to be found by the regulatory agencies to be out of compliance with the Closure Plan,

Postclosure Plan, or any other regulatory document. City and VRSD agree that each shall carry out its responsibilities under this Section 8 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **City's Right to Withdraw Initial Applications for Plan Revisions**. City, at its sole discretion, may, at any time, prior to approval of the initial applications to be made to revise the Closure Plans and Postclosure Plans in existence on the date of this Lease Agreement to allow the initial development of Specified Recreational Uses, determine that the applications for revision to the Closure Plan and Postclosure Plan and/or all other regulatory documents shall be withdrawn; and, this Lease Agreement will, upon such withdrawal, automatically terminate. It is further agreed that City, in its sole discretion, may at any time after approval of the above referenced applications, terminate this Lease Agreement pursuant to Section 24 below.

d. **Plan Revision Process**. Revisions of the Closure Plan and Postclosure Plan, current or as revised in the future, as well as the revision of any and all other regulatory documents pertaining to land use on the Premises, including permits, requirements, orders and other regulatory directives, shall be processed by City and VRSD on a cooperative basis consistent with the provisions herein. No application for any revision to the Closure Plan and/or Postclosure Plan shall be submitted to the CIWMB or LEA until both VRSD and City have approved the submission of such application for revision. Neither VRSD nor City shall be obligated to apply for, support or accept any Plan revision proposed as a consequence of planned Specified Recreational Uses which increases the expense of the party responsible for complying with the provision objected to; provided that neither party shall oppose such provisions if the other party agrees to assume all liability for the expense of such provisions, except that notwithstanding anything contained in this Agreement, VRSD shall not be required to apply for, support or accept any Plan revision, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. City agrees that City shall pay and/or bear the full expense of preparing, processing and implementing the revised Closure Plan, Postclosure Plan, and other regulatory documents caused by or related to, directly or indirectly, the development of Specified Recreational Uses on the Premises.

e. **Financial Assurance Mechanism**. City acknowledges the legal requirements relating to the provision of financial assurance mechanisms for closed landfills. VRSD and City acknowledge that the existing financial assurance mechanism which has been established and funded by VRSD and approved by CIWMB may be revised as a result of revisions to the Closure Plan and Postclosure Plan necessitated by City's proposal to develop Specified Recreational Uses on the Coastal Landfill Parcel. VRSD shall continue to be responsible to the CIWMB for providing financial assurance in the amount stated in the Postclosure Plan's estimate of expense of fifteen (15) years of postclosure maintenance of the Coastal Landfill as specified in the cost estimate existing

on the date of this Lease Agreement (even though City, pursuant to this Lease Agreement, shall bear the actual expense, when incurred, of all surface maintenance and any expense of any additional subsurface maintenance required as a result of City's development of Specified Recreational Uses on the Coastal Landfill). On the other hand, City shall be responsible for providing financial assurance for all other new postclosure maintenance expenses as required by CIWMB as a consequence, direct and/or indirect, of Specified Recreational Uses including Specified Recreational Uses related surface maintenance requirements and all new subsurface requirements which are required as a result of Specified Recreational Uses proposed. City acknowledges that as a result of the application for revision to the Closure Plan and Postclosure Maintenance Plan which must be made in order to advance the development of Specified Recreational Uses on the Coastal Landfill Parcel, the CIWMB may implement additional financial assurance requirements. City shall be responsible for and hold VRSD harmless from any such additional Specified Recreational Uses related requirements. City also acknowledges that additional financial assurance requirements may be imposed in the future. City shall bear all costs, expenses and obligations of meeting such additional financial assurance requirements as relate to surface maintenance required because of the development and/or operation of Specified Recreational Uses on the Premises. VRSD shall expeditiously apply in accordance with CIWMB regulations to CIWMB for release of any financial assurance funding or security provided by City and release any funds held by VRSD which are due to City upon CIWMB approval of such release.

f. **Final Design**. After CIWMB and LEA approval of revisions to the Closure Plan and Postclosure Plan and all other necessary regulatory approvals, including, but not limited to the approval of the RWQCB, SWRCB and EPA, City shall develop final designs for Specified Recreational Uses improvements to be constructed upon the Premises. These final designs shall be submitted to VRSD for its review. VRSD may, within thirty (30) days after receipt of any submittal, comment upon any aspect of the designs which could potentially increase VRSD's cost of subsurface maintenance of the Coastal Landfill; provided, however, that, notwithstanding anything contained in this Agreement, VRSD shall not be required to accept any final design, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any of its covenants or obligations under the Gas Lease.

Notwithstanding VRSD's review of and comment on the final design, City shall release, indemnify, defend and hold VRSD harmless from any liability arising from any design defect, error, omission, or damage arising from the final design of all improvements to be constructed on the Premises.

g. **Environmental Documentation**. City shall be the lead agency for all environmental documentation relating to any and all development on the Premises. City shall fully comply with the California Environmental Quality Act ("CEQA"). City shall be responsible for defending or providing a defense to any action alleging non-compliance with CEQA or any other law, regulation, rule or permit arising out of the revision of the Closure Plan, Postclosure Plan or other regulatory document relating to Specified Recreational Uses or the Northwest Golf Community Specific Plan, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall hold

harmless, defend and indemnify VRSD in any such action, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall reimburse VRSD for any expense, including, but not limited to any expense for staff time, consultant time (including attorney time or other related expenses) incurred by VRSD in response to City's request made in connection with VRSD's defense.

h. **Development Liability**. City shall hold harmless, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any action, claim or liability arising out of City's approval of development occurring on the Premises or on the property covered by City's approval of the Northwest Golf Community Specific Plan. City shall reimburse VRSD for any expenses, including, but not limited to, any expense for staff time or consultant time (including attorney time or other related expenses) incurred by VRSD as a result of such action. For example, City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD in any administrative appeal or judicial action brought in any administrative forum or any court relating to the City's approval and/or development approved by City in the Specific Plan area, including, but not limited to, compliance with environmental documentation requirements, low income housing provisions, compliance with general plan or other planning requirements or other actions involving any City approval or City permit relating to development in the Specific Plan area. With respect to development of Specified Recreational Uses on the Premises, City shall bear all permit, annexation, zoning, development agreement and other regulatory costs, fees, charges or requirements. For example, City shall indemnify and hold VRSD harmless from annexation fees and other charges due Calleguas Water District and/or Metropolitan Water District of Southern California upon annexation and development of the Premises.

i. **Construction**. VRSD shall be entitled to inspect the Premises throughout the construction of all improvements on the Premises. Notwithstanding VRSD's inspection of construction activities, City shall release, indemnify, defend and hold VRSD harmless from any and all liability arising from the construction of any and all improvements on the Premises by City or City's contractors. All City contractors working on the Premises shall be obligated to name VRSD as an additional insured as to all insurance requirements imposed by the City on its contractors.

9. **MAINTENANCE**.

a. **Immediate Assumption of Maintenance of Coastal Buffer Parcel and Surface Maintenance of Coastal Landfill Parcel**. Immediately upon execution of this Lease Agreement, City shall take possession of and be responsible for the maintenance of the Coastal Buffer Parcel and the surface maintenance of the Coastal Landfill Parcel as provided in this Lease Agreement. From and after the date of this Lease Agreement, City shall be entitled to a non-exclusive right of reasonable access to the Coastal Landfill Parcel at any time, subject to the present or future subsurface maintenance operations of VRSD on the Premises and to the rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary

flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. The parties should coordinate their respective activities and meet quarterly to discuss upcoming activities on the Premises.

b. **Coastal Landfill Parcel Maintenance Responsibility**. Immediately upon execution of this Lease Agreement, City shall be responsible for complying with all surface maintenance requirements established under the then existing Postclosure Maintenance Plan and other regulatory documents including, but not limited to, the WDR. Upon approval of the revised Closure Plan and/or Postclosure Plan and other regulatory documents permitting Specified Recreational Uses, in accordance with this Lease Agreement, City shall be solely responsible for and obligated to maintain the surface of the Coastal Landfill Parcel in accordance with all requirements of said Plan and documents. VRSD shall retain the right of access to perform all subsurface maintenance of the Coastal Landfill for which VRSD shall remain responsible. City shall be responsible for complying with all surface maintenance activities on the Coastal Landfill including, but not limited to, the surface maintenance activities set forth in the Closure Plan, Postclosure Plan, and other regulatory documents and any revisions thereto. City shall bear all expense associated with Premises surface maintenance activity. City shall release, defend, and hold VRSD harmless from any and all expense relating to the surface maintenance of the Premises, except for expenses incurred by VRSD hereunder in maintaining subsurface maintenance facilities. City and VRSD agree that each shall carry out its responsibilities under this Section 9 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **Indemnification**. In consideration of entering into this Lease Agreement, City agrees that, City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, attorneys, and agents (collectively, "Indemnitees") harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions (including actions arising from personal injury to or death of third persons or property damage), expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively "Liabilities"), arising from or related to City's design, construction, maintenance, repair, operation and/or use of the Premises, except to the extent such liabilities are caused by Indemnitees' acts, omissions, or negligence.

d. **Release**. City hereby fully releases Indemnitees from any and all claims which City may have now or in the future against Indemnitees for any damage or liability arising from the use of the Premises by City. As a material covenant and condition of this Lease Agreement, City agrees that in the event of any adverse event, situation or condition regarding the use of the Premises by City, City shall look solely to parties other than Indemnitees, and Indemnitees shall not be

responsible in any way therefor, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Indemnitees or any of them except to the extent such adverse event, situation or condition is caused by Indemnitees' acts, omissions or negligence.

With respect to the foregoing release, City fully waives any rights or benefits available to City under the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

City acknowledges that its attorney at law has explained to City the meaning and effect of this statute. City understands fully the statutory language of Civil Code Section 1542, and with this understanding, City nevertheless elects to, and does, assume all risk as against Indemnitees regarding such damages or liabilities, whether arising before or after the making of this Lease Agreement and whether now known or unknown, and City specifically waives any rights City may have under California Civil Code Section 1542. City fully understands that if the facts with respect to which this release is executed are later found to be other than or different from the facts now believed by it to be true, City expressly accepts and assumes the risk as against Indemnitees of that possible difference in facts, and agrees that this release shall be and remain effective notwithstanding that difference in facts.

Therefore, the provisions of Civil Code Section 1542 (and any other or similar provisions of common or statutory law of any state of the United States) are hereby waived by City as to all matters released herein and City acknowledges that this waiver is an essential and material term of this Lease Agreement without which this Lease Agreement would not have been executed by VRSD. City acknowledges and recognizes that City may hereafter discover facts different from or in addition to those which City now knows or believes to be true with respect to the claims released herein. However, City intends by this Lease Agreement to fully, finally and forever settle and release the claims set forth herein, whether these claims heretofore have existed, now exist, may now exist, or will exist upon the discovery of additional facts. In furtherance of this intention, this Lease Agreement shall remain in full and complete effect in all respects, notwithstanding the discovery by VRSD or City of the existence of additional or different facts relating to the claims hereby released.

10. GAS AND CONDENSATE COLLECTION AND FLARE SYSTEM

a. **Collection System**. City acknowledges that VRSD owns the landfill gas generated under the Premises. City acknowledges the existence and contents of the April 22, 1983, Landfill Gas Lease and Operating Agreement for Conversion Systems among Cambrian Energy Systems,

Inc., Ventura Coastal Corporation and VRSD, and the April 18, 1991, First Amendment to Landfill Gas Lease and Operating Agreement for Conversion Systems between Oxnard Landfill Associates and VRSD (collectively referred to as the "Gas Lease"). City acknowledges that: (i) "Lessee" under said Gas Lease (originally Cambrian Energy Systems, Inc. and currently Ogden Power Pacific, Inc., a subsidiary of Ogden Energy, Inc.), has comprehensive rights of way over the Premises to extract landfill gas from the Coastal Landfill and collect this gas and transport it to its energy facility as described in said lease; (ii) these rights, include, but are not limited to, the right to construct, repair, replace, relocate, and maintain gas extraction wells, collection piping, collection traps, valves, monitoring equipment, blowers, pumps and other improvements related to the development of the gas rights in the Coastal Landfill; and (iii) the Lessee under said Gas Lease also has the right to place and maintain on the Coastal Landfill Parcel tanks, roads, pipelines, power lines and other improvements necessary to the Lessee's operations subject to limitations set forth in the Gas Lease. City acknowledges and agrees that its right to use and occupy the property under this Lease Agreement are subject to the rights of the Lessee and VRSD under said Gas Lease and that VRSD and/or the Lessee shall reserve ownership and possession of these gas collection improvements. VRSD agrees that it will be primary liaison with the Lessee regarding the coordination of Specified Recreational Uses with the Lessee's operations and the exercise of Lessee's rights under the Gas Lease. VRSD shall use commercially reasonable efforts to obtain the Lessee's reasonable commercial cooperation with Specified Recreational Uses; provided that City releases VRSD from any liability arising from the Lessee's failure to cooperate. City acknowledges, however, that notwithstanding anything contained in this Lease Agreement, VRSD makes no representation that the Lessee under the Gas Lease has agreed to, authorized or consented to, or will agree to, authorize or consent to, any particular action in respect of the activities contemplated hereunder. City further agrees that in the event the Gas Lease is terminated, VRSD shall be deemed to have succeeded to all of the rights, including rights of way over the surface of the Coastal Landfill Parcel created in the Lessee under said Gas Lease. In the event VRSD succeeds to Lessee's right, VRSD shall cooperate with City's operation of Specified Recreational Uses in a commercially reasonable manner.

City agrees to cooperate with the Lessee, and, subsequently, VRSD in Lessee's and VRSD's exercise of said Gas Lease rights of way. City also agrees to cooperate with Lessee and VRSD with regard to the gas and condensate collection system on the Premises, including any improvements, alteration, repair and/or maintenance of said system that may be undertaken by Lessee and/or VRSD. City shall coordinate its activities on the Premises with VRSD with respect to the activities which may affect rights under the Gas Lease. City agrees that to the extent the Closure Plan, Postclosure Plan or other regulatory documents require changes, because of the development of Specified Recreational Uses on the Premises, to the gas extraction and collection system built and owned by Lessee and/or VRSD pursuant to the Gas Lease, and VRSD and/or Lessee implement such changes, all work relating to such changes shall be at City's sole expense and City shall not initiate construction work on the Coastal Landfill Parcel until all work relating to such changes has been completed. Before commencing such gas system revision work, VRSD shall obtain City's approval of the specifications, budget and any construction contracts relating to such changes to the gas system. City shall pay the entire estimated cost of such work to VRSD before such work commences and upon the completion of the work VRSD shall provide City a complete

accounting of the expense of the work and either refund to City any unexpended portion of the City's initial payment of the estimated cost or collect from City any amount reasonably incurred by VRSD in excess of City's initial payment of the estimated cost. All work shall be completed in a commercially reasonable manner consistent with the requirements of all regulatory agencies. If City does not approve the proposed work and pay the estimated cost, VRSD will be under no obligation to implement the work. In the event that any changes to the gas extraction and collection systems are made hereunder, City shall bear the full expense of making such changes and shall hold harmless, defend and indemnify the Lessee and VRSD from any and all costs, liability, or regulatory enforcement activity related to any such change made to the gas extraction and/or collection system. For example, the amended Closure Plan or other regulatory requirement may require that gas extraction systems be fenced, that collection pipelines be buried and/or that other protective measures be taken with respect to any part of the landfill gas extraction, collection and distribution system. The total cost to VRSD of completing all of the work of designing, constructing, burying (including the importation of soil to bury the collection pipes) and maintaining changes to such systems necessitated by Specified Recreational Uses that may be carried out during the term of this Lease Agreement shall be borne by City and City shall promptly pay or reimburse VRSD for all VRSD expenses, including expenses associated with utilization of VRSD staff, VRSD consultants and/or the Lessee relating to such work. Any soil imported as part of this construction work shall meet City's specifications. City may require VRSD to use soil procured by City for this work in order to reduce construction costs.

b. **Flare Station**. City acknowledges the existence of a landfill gas flare station located on the northern portion of the Coastal Landfill Parcel as illustrated on Exhibit A. Notwithstanding any other provision of this Lease, City agrees that all of the area located within the fencing surrounding said flare station shall not be used by City or City's contractors and City shall design and operate any Specified Recreational Uses in the vicinity of the flare so as to discourage any recreational activity within 100 feet of the fence surrounding the flare. VRSD shall be responsible for maintaining all landscaping inside the fencing surrounding the flare station. City shall provide water to VRSD, out of the City's Entitlement, defined at section 14b below, at the cost of pumping the water from the Coastal Water Well (utility extraction cost and UWCD and GMA pump charges), for such landscaping. VRSD shall be responsible for the maintenance of the flare equipment or gas piping system associated with the flare station. VRSD shall, at its sole expense, continue to operate the flare and the associated facilities in compliance with all regulatory requirements including the requirements of CIWMB, LEA, and APCD.

c. **Condensate Collection**. City acknowledges the existence of condensate collection tanks on the Premises which store landfill condensate from the gas and condensate collection system for the Coastal Landfill. VRSD shall have access to repair, maintain and service said tanks.

d. **Gas Royalties**. This Lease Agreement does not modify, in any fashion, the Gas Lease and VRSD shall continue to be entitled to receive all royalties paid by the Lessee under said Gas Lease.

11. **LANDFILL GAS AND GROUNDWATER.**

a. **Groundwater**. City acknowledges that RWQCB has adopted WDR's and groundwater monitoring requirements for the closed Bailard Landfill, Coastal Landfill, and Santa Clara Landfill. City acknowledges that prior to the development of Specified Recreational Uses, revisions are likely to be made to the Bailard Landfill, Coastal Landfill and Santa Clara Landfill WDR's and groundwater monitoring requirements as a result of RWQCB's review of the proposed Specified Recreational Uses on the Coastal Landfill Parcel. To the extent RWQCB requires revisions to the monitoring requirements as a result of the proposed Specified Recreational Uses, and such changes increase the expense which VRSD incurs in its postclosure maintenance of the subsurface of the Bailard Landfill Parcel or the Santa Clara Landfill or the Coastal Landfill Parcel, City shall reimburse VRSD for the full amount of any such increase. For example, if RWQCB, determines, as a result of the proposed golf course development, that VRSD is required to drill additional monitoring wells or test additional constituents or increase the monitoring frequency or standards, City shall reimburse VRSD for the actual expense to VRSD of all VRSD staff time, consultant time, laboratory expense and other costs associated with compliance with such revisions as these expenses are incurred, throughout the term of this Lease Agreement, payable thirty (30) days after VRSD's delivery of invoices to City. VRSD shall also retain the right of access to and possession of all monitoring well sites approved by RWQCB on the Premises, including any located on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel.

City also acknowledges that RWQCB may impose irrigation restrictions, cover system improvements or other conditions upon the development of Specified Recreational Uses in order to protect groundwater in the vicinity of the Premises. City agrees to comply with all restrictions and conditions on the development and operation of Specified Recreational Uses imposed by RWQCB as well as CIWMB, LEA, APCD or any other regulatory agency at City's sole expense and City further agrees to hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violation of any groundwater regulatory requirements by City or City's contractors or arising from the Specified Recreational Uses on the Premises.

City further acknowledges that as a result of the proposed Specified Recreational Uses on the Coastal Landfill Parcel, environmental impacts may occur in the future which may lead to the requirement for remediation of surface or subsurface conditions impacted or caused by the construction, operation and/or maintenance of Specified Recreational Uses on top of a closed landfill. City shall hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any and all expense, liability, regulatory action or remediation costs associated with or caused by the development of Specified Recreational Uses on the Coastal Landfill Parcel.

b. **Subsurface Gas**. City acknowledges that the decomposing waste buried in the Coastal Landfill creates landfill gas, including methane gas. City acknowledges that some

constituents of the landfill gas may be hazardous and toxic. City further acknowledges that methane gas is combustible. City further acknowledges that the landfill gas can travel laterally subsurface. Throughout the term of this lease, VRSD shall remain responsible for and bear the full expense of monitoring subsurface migration of landfill gas from the Coastal Landfill Parcel. VRSD shall continue to maintain and monitor monitoring wells as required by CIWMB and the LEA. VRSD shall control the migration of landfill gas. As gas generation declines, VRSD shall be obligated to and have the right of access to the Premises in order to construct further gas wells and related collection piping and facilities in accordance with regulatory requirements. VRSD and City shall meet and cooperate in developing plans for such construction with the intent to avoid, to the extent consistent with regulatory and gas system operational requirements, unreasonable interference with Specified Recreational Uses.

City acknowledges that a subsurface gas migration barrier slurry wall has been constructed along the southern boundary of the Santa Clara Landfill and the eastern boundary of the Coastal Landfill. City shall not undertake or authorize any construction activity which damages the structural integrity or operational functionality of the slurry wall located on the Coastal Landfill Parcel.

City also agrees that City and City contractors, including the operator of any Specified Recreational Use on the Coastal Landfill Parcel, shall not undertake any activity, including excessive irrigation, as determined in writing by CIWMB, RWQCB, LEA or County of Ventura, which causes an increase in the expense to VRSD of its postclosure subsurface maintenance obligations, and City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any such activity by City or City's contractor.

c. **Surface Emissions**. City acknowledges that landfill gas can escape from the closed landfill through cracks in the surface of the cover lying over the buried waste. City acknowledges that by leasing the Premises, City has assumed responsibility for maintaining the surface of the closed landfill so that all cracks are filled and no leaks of gas are permitted through the surface in excess of the amount of gas allowed pursuant to APCD's Rules 74.17, and 74.17.1 and such other laws, regulations, rules or regulatory orders which exist now or may be adopted in the future. VRSD shall, at VRSD's expense, conduct Coastal Landfill surface emission monitoring and reporting to APCD under APCD Rules 74.17 and 74.17.1 and successor regulations. City acknowledges that these rules may require periodic sweeps on 100 foot or smaller grids laid over the Coastal Landfill Parcel. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violations of any such law, regulation, rule or regulatory order relating to City's maintenance of the surface of the Premises, except to the extent of liability caused by VRSD's negligence. City and VRSD agree that each shall carry out its responsibilities under this Section 11 without impairing any rights of Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas

extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

12. **EASEMENT FOR SETBACK AND IMPACT DISCLOSURE.**

a. **Adjacent Private Property**. Except as provided in subsection 12.a.1 below, City, in regulating the development of the Northwest Golf Community Specific Plan area, shall require the owners of the property lying to the south of the Coastal Landfill Parcel to execute and record an easement or other agreement providing for a 300 foot setback, measured from the property line of the Coastal Landfill Parcel, prohibiting any construction of any enclosed structure within the 300 foot setback. Drainage facilities are not considered to be enclosed structures. The City shall also require the developers of the property to disclose in writing to prospective buyers of the property that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Bailard Landfill Parcel and/or Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne or otherwise transmitted.

1. Historical Building Parcel. Subject to the conditions stated in this subsection, City may allow construction of an enclosed structure on the Historical Building Parcel described in the Specific Plan; provided the City has made a written determination that the use of such structure shall not expose the users thereof to unacceptable risks of injury or property damage caused by landfill gas migrating from the Coastal Landfill Parcel. City, in regulating the development of the Historical Building Parcel, shall not allow the construction of buildings or other enclosed structures or improvements of any kind, except drainage or water detention facilities, within 150 feet of the Coastal Landfill Parcel. City shall not permit the construction of any residential building on the Historical Building Parcel. City shall not permit any structure on any portion of the Historical Building Parcel to be used for residential use. City shall implement and enforce building requirements for all improvements constructed on the Historical Building Parcel in order to protect any occupants or users of such structures from being exposed to any hazard associated with the migration of landfill gas from the Coastal Landfill Parcel. City shall not permit any construction on the Historical Building Parcel until the owners of that Parcel have executed and recorded (1) an Access Easement from Vineyard Avenue to the Coastal Landfill Parcel in a form acceptable to VRSD, (2) a Declaration and Establishment of Covenants, Conditions and Restrictions in a form acceptable to VRSD, and (3) any subordination documents necessary to remove any cloud on the priority of the rights conferred by the easement and the declaration. City shall quitclaim all of its interest in the property covered by this access easement except for a nonexclusive right of way for ingress and egress to the Patterson Drain.

b. **Adjacent City Property**. City, in managing the use of City owned property in the Northwest Golf Course Community Specific Plan area, shall not construct or permit construction of enclosed structures within 300 feet of the Coastal Landfill Parcel, except for Specified Recreational

Uses related restrooms, snack shops with open air seating, and/or unenclosed shelters, and a Specified Recreational Use maintenance facility, and drainage facilities, provided all such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas. City further acknowledges that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the City's property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne, or otherwise transmitted (collectively called "Environmental Impacts to City's Property"). City expressly assumes and accepts all risk of such Environmental Impacts to City's Property. City, for itself and on behalf of its transferees, assigns and successors in interest, hereby agrees to waive, release and forever discharge VRSD from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, cost or expense, including attorneys' fees and consultant fees, of any kind or nature whatsoever, whether for property damage, personal injury, death, or otherwise, past, present, or future arising from the Environmental Impacts to the City's Property, subject only to the limitation, to be narrowly interpreted to avoid diminution of the broad release intended here, that VRSD shall not conduct Landfill postclosure maintenance activities after the date of this Lease Agreement in a grossly negligent manner.

13. **FLOOD CONTROL**.

a. **Patterson Drain**. City holds an easement to the Patterson Drain as illustrated on Exhibit A. City shall be solely responsible for the maintenance of this drain, including the maintenance of any landscaping lying within the drainage easement. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to City's operation and/or maintenance of the Patterson Drain.

b. **Victoria Avenue Drain and Flood Control Flap Gate**. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to or arising out of the City's use, operation or maintenance of any Specific Plan area drainage features existing now or constructed in the future, including the Victoria Avenue drain, the Ventura County Flood Control flap gate, except to the extent caused by VRSD's acts, omissions or negligence.

c. **VRSD Not Liable for Flood**. VRSD shall not be liable for any injury, damage, or loss suffered, sustained or claimed by City or the employees of City or any other persons injured on the Premises, arising from or related to flood, seepage, other waters upon the Premises, drainage or lack of drainage, irrigation or lack of irrigation, or any causes beyond the control of VRSD unless such liability arises from VRSD's acts, omissions or negligence.

14. **WATER**

a. **Water Rights**. VRSD and City agree that any and all water rights or water entitlements appurtenant to the Coastal Buffer, Coastal Landfill, Bailard Buffer and Bailard Landfill Parcels (collectively "VRSD Parcels") shall remain the property of VRSD, and shall be deemed to benefit and run with VRSD's ownership of the VRSD Parcels. VRSD and City agree that any and all water rights or water entitlements appurtenant to the real property addressed by the Specific Plan, excluding the VRSD Parcels, but including the entire GMA allocation attributable to the Swift Well (Swift Allocation; State Well No. 2N/22W-29M1), shall be the property of the City upon transfer to the City of all real property necessary to implement the Specific Plan. Water rights or water entitlements addressed by this section include riparian, overlying or prescriptive water rights, and any and all allocation or entitlement granted under or pursuant to ordinances of the Fox Canyon Groundwater Management Agency ("GMA") or any government agency with authority to regulate groundwater use on the VRSD Parcels and the real property associated with the Specific Plan. VRSD shall allow City, and City shall allow VRSD, the right to use a portion of the water produced in accordance with the water rights and water entitlements under the terms and conditions described in this section; provided, however, that all such rights granted to City by VRSD under this Lease Agreement shall be subject to the rights of Lessee under the Gas Lease, including Section 9 thereof.

b. **VRSD Landfills GMA Allocation**. With respect to the Coastal Landfill and Bailard Landfill Parcels, GMA has authorized and issued to VRSD, through VRSD state well numbers 2N/22W-29D4, 29D5, 30C5, 30C6, 30K1 and 30L2, a total of 260.4 acre feet of baseline allocation ("VRSD Landfills Baseline Allocation"), 39.514 feet of historical allocation ("VRSD Landfills Historical Allocation"), and any credits accruing on the VRSD Landfills Historical Allocation (the VRSD Landfills Baseline Allocation and the VRSD Landfills Historical Allocation are collectively referred to as the "VRSD Landfills Allocation"). Effective upon City's assumption of surface maintenance responsibilities for the Coastal Landfill Parcel under Section 9(b) above, and continuing so long as City continues to be responsible for and provides the required surface maintenance for the Coastal Landfill Parcel City and VRSD agree that, subject to GMA or other regulatory requirements, water produced in accordance with the VRSD Landfills Allocation shall only be used as follows:

(i) City shall have the exclusive right to use, for the sole purpose of constructing and irrigating Specified Recreational Uses developed on the Coastal Landfill Parcel pursuant to the Specific Plan, 93 acre feet per year of VRSD Landfills Baseline Allocation and 17 acre feet per year of VRSD Landfills Historical Allocation ("City's Entitlement").

(ii) VRSD shall have the exclusive right to use 167.4 acre feet per year of VRSD Landfills Baseline Allocation, the acre feet per year of VRSD Landfills Historical Allocation remaining, if any, after City's use of City's Entitlement, and any GMA credits accruing on the VRSD Landfills Historical Allocation, for any use on the Bailard Landfill Parcel, and to meet regulatory offset requirements relating to VRSD's operations at its Toland Road Landfill ("VRSD Entitlement").

(iii) On or before October 1 of each year, VRSD shall provide written notice to the City of the amount (in acre feet), to be determined in VRSD's sole discretion, subject to GMA or other regulatory requirements, of the VRSD Entitlement that VRSD, subject to the mutual agreement of City and VRSD as to the price of water as described below, will provide to the City for the City's exclusive use in the calendar year during which the written notice is provided ("VRSD Designation"). City shall respond with a written notice of how much of the VRSD Designation City agrees to use ("City Notice"). City shall have the exclusive right to use the entire amount stated in the City Notice only for the calendar year for which the VRSD Designation applies, subject to the payment by City to VRSD of VRSD Water Fees as defined below. As used herein, "VRSD Water Fees" shall mean an amount calculated by multiplying the number of acre feet of water used by City times the price of water set annually by the mutual agreement of VRSD and City as to the price of water for each year. If there is no mutual agreement, VRSD shall not be obligated to provide a VRSD Designation. City shall make payment in full to VRSD for the amount of water designated in the City Notice within thirty (30) days of the date City and VRSD agree upon a price for the use of the water.

c. **Other Water Rights Appurtenant to Premises**. For so long as City assumes surface maintenance responsibilities for the Coastal Landfill Parcel, VRSD grants to City the right to exercise any and all riparian rights associated with the Premises.

d. **Water Supply to Premises**. City may provide water to the Premises through any facilities needed and necessary, including VRSD state well number 29D5 (Coastal Water Well), subject to the conditions and limitations in this Lease Agreement. In light of the duration of this Lease Agreement, City shall be responsible for, and bear the full expense of the operation and maintenance of the Coastal Water Well as though City were the owner of the well. City, in its sole discretion, and at its sole expense, may repair or abandon the Coastal Water Well, If City abandons the Coastal Water Well, VRSD and City shall cooperate in selecting the most effective location and arrangement of the replacement to the Coastal Water Well and associated piping. If VRSD and City cannot agree on such location and arrangement, then, subject to GMA regulation, City shall make those decisions in a manner that VRSD incurs no greater cost than would be the case if the location and arrangement proposed by VRSD were selected. Provided however, should this Lease Agreement terminate, City shall, at its sole expense, provide a replacement well equivalent to the Coastal Water Well on the Coastal Landfill Parcel.

e. **Water Supply to Bailard Buffer Parcel**. VRSD has historically relied on the water well located on the land owned by Raymond E. Swift, successor trustee, known as the Swift Well (State Well No. 29M1), to supply water to the Bailard Buffer Parcel and the Coastal Buffer Parcel. The Swift Well will be abandoned during construction of the development provided in the Specific Plan. City agrees that before the Swift Well is abandoned VRSD shall drill a new well on the Bailard Buffer Parcel to serve the Bailard Buffer Parcel, with capacity to serve the Coastal Buffer Parcel if this Lease Agreement is ever terminated. City shall reimburse VRSD for seventy-five percent (75%) of the capital costs of drilling and equipping a new well on the Bailard Buffer Parcel, provided that in no event shall City be obligated to pay VRSD more than seventy-five thousand

dollars ($75,000) for such new well capital costs. City shall pay such costs within thirty (30) days of City's receipt of well cost invoices from VRSD. VRSD shall be solely responsible for compliance with any statutes, ordinances, rules or regulations applicable to the construction and operation of the new Bailard Buffer Parcel Well. VRSD shall be responsible for applying to GMA for permission to use an efficiency extraction to serve the Bailard Buffer Parcel. VRSD shall be solely responsible for the operation, maintenance, repair or replacement costs for the new Bailard Buffer Parcel well constructed pursuant to this paragraph.

Effective upon the GMA's approval of the assignment to the City of the Swift Allocation, and continuing through the term of this Lease Agreement, City shall make available for use by VRSD or its lessee, at the option of VRSD in its sole discretion and subject to approval by GMA if such approval is required, up to but no more than 110 acre feet per year of the Swift Allocation (VRSD Swift Entitlement) for use on the Bailard Buffer Parcel. Use by VRSD of the VRSD Swift Entitlement is contingent upon the GMA's approval of the assignment to the City of the Swift Allocation, and limited to that assigned amount recognized and approved by the GMA as corresponding to the historical irrigation of the Bailard Buffer Parcel using the Swift Allocation. Use by VRSD of the VRSD Swift Entitlement, if any is approved by the GMA, shall terminate, and all rights to the VRSD Swift Entitlement shall revert to the City, when the Bailard Buffer Parcel ceases to be used for commercial agricultural production at approximately the same level of production as exists at the time of execution of this Lease Agreement. Except as provided in this subparagraph 14(e), the City shall have no responsibility to provide water service, or any water rights or entitlement to VRSD for use on the Bailard Buffer Parcel.

f. **Reporting and Payment of GMA and UWCD Pump Charges.** City and VRSD shall coordinate, as frequently as necessary, their groundwater extraction reporting to the GMA and United Water Conservation District (UWCD) associated with the VRSD Landfills Allocation and, if applicable, VRSD Swift Allocation so that appropriate payment to the GMA and UWCD can be made timely for all groundwater extractions made hereunder by City, VRSD and VRSD's lessee. City shall be solely responsible for regional pump charges (i.e. UWCD and GMA pump charges, and any other pump charges that may be imposed by a court or water management agency other than City) associated with City's use of the City Entitlement and that amount of water designated in the City Notice. VRSD shall be solely responsible for regional pump charges associated with its or its lessee's use of the VRSD Entitlement. City and VRSD acknowledge and agree that the GMA imposes a penalty on water use above that made available through its allocations and that each entity is solely responsible for its individual penalties or surcharges associated with its or its lessee's respective overuse of groundwater.

g. **Water Availability**. City and VRSD acknowledge that neither City nor VRSD has made any representations, warranties or guarantees with respect to the availability, quantity or quality of any water supplies or sources which may be required by City for the operation of a golf course on the Premises. City acknowledges and agrees that City shall be solely responsible and liable for the acquisition of all water which may be required by City, as well as any and all water necessary for the conduct of its operations on the Premises, at City's sole costs and expense, including, but not limited to, all expenses related to all state or local water fees, charges,

assessments, annexation fees, connection fees, standby fees, levies, and other costs imposed to provide such water. In the event City purchases water from a water supplier or other party, City agrees to pay such water bills directly and to indemnify, defend and hold VRSD, and the Premises, harmless from any and all obligations for the payment of such bills.

h. New Regulations. If the GMA or any other regulatory agency adopts new requirements which reduce the GMA Allocation or otherwise restricts further the right to pump water for the VRSD Parcels, then the City Entitlement and the VRSD Entitlement shall be reduced proportionately based on the ratio between the two entitlements.

15. **ASSESSMENTS**. Except to the extent of any amount due as a result of VRSD's or the Lessee's use of utilities, City shall pay at its sole cost and expense, and prior to delinquency, all assessments, annexation fees, charges (excluding standard utility charges) and real property taxes levied, imposed or assessed upon the Premises and improvements thereon during the Lease term, including, but not limited to, the amount of all assessments, levies, taxes, imposts and other charges imposed or levied by United Water Conservation District ("UWCD"), Ventura County Groundwater Management Agency ("GMA"), Calleguas Municipal Water District, or any successor, replacement, assignee or substituted entity thereof, for any purpose, including, but not limited to, the provision of water, water facilities or related services and/or any other utility service to the Premises during the term of this Lease. City shall pay, at its sole cost and expense, and prior to any delinquency, all taxes and assessments imposed on any personal property or trade fixtures belonging to City and located on the Premises.

16. **UTILITIES**. City, at its sole cost and expense, shall pay for all utilities including, but not limited to, telephones, gas, electricity, water and sewage and rubbish removal used in or on the Premises, before the same become delinquent, and City shall hold VRSD harmless from any liability, cost or expense for such utility charges, except that VRSD shall bear the expense of utility services used by VRSD. the Lessee shall bear the Lessee's own utility service expenses.

17. **EXTERNAL ACCESS**. VRSD has access to the Premises from Victoria Avenue and Gonzales Road over rights of way over the Northwest Golf Course Community Specific Plan area as illustrated on Exhibit A by the easements recorded in the Official Records of Ventura, California ("Records") document number 94-125434 ("Buffer Access Easement") and records document number 86-043729 ("Coastal Access Easement"). City shall accommodate VRSD's access to the Premises by requiring that any development occurring over the Buffer Access Easement and/or the Coastal Access Easement, preserve or relocate adequate easements and roads for VRSD's right of way to the Premises.

18. **INTERNAL ACCESS**.

a. **Subsurface Maintenance Access**. During the term of this Lease Agreement, VRSD shall retain a non-exclusive right of way over the Premises and shall have the right, but not the obligation, to construct, repair, maintain and replace subsurface maintenance facilities and related landfill impact mitigation and remediation installations reasonably necessary to permit VRSD's

fulfillment of its landfill postclosure subsurface maintenance obligations. VRSD shall notify City of the location of and construction schedule for any new well or other subsurface facility prior to construction of such well or facility on either the Coastal Buffer Parcel or Coastal Landfill Parcel. City shall, at its expense, maintain roads which provide VRSD access to all subsurface maintenance facilities, including maintenance of the access roads which are located on the western, northern and eastern perimeter of the Coastal Landfill Parcel in the same condition as they exist as of the date of this Lease Agreement. City shall, at its expense, maintain or relocate other internal access roads on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel, including the southern perimeter road existing on the Coastal Landfill Parcel as of the date of this Lease Agreement, to provide structurally reinforced all weather access, including cart paths, for VRSD staff and contractors to all subsurface maintenance facilities. All vegetation and golf course landscaping and other improvements shall be kept mowed, trimmed and/or maintained in a fashion that allows VRSD clear, unobstructed access to all such subsurface maintenance facilities and that provides adequate protection against fire hazard. City and VRSD agree that each shall carry out its responsibilities under this Section 18 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

b. **Interference with Recreational Activities**. VRSD shall, to the extent reasonably and commercially practicable, avoid and minimize interference with Specified Recreational Uses. However, it is acknowledged that Specified Recreational Uses related activity may have to be temporarily diverted or stopped to allow VRSD to comply with postclosure regulatory requirements for monitoring and/or maintenance. VRSD shall not, under any circumstances, be responsible for consequential damages related to City's inability to provide recreational uses on the Premises, including any loss of golf course playing time. VRSD shall notify City of VRSD's maintenance schedule and reasonably coordinate its activities with the City's golf course operations. VRSD shall indemnify, defend and hold City harmless for any golf play caused damages or injuries sustained by VRSD employees who are on the Premises while golf is being played.

19. **TITLE.** City acknowledges review, approval and acceptance of the state of the title to the Premises as recorded in the Recorded Official Records of the County of Ventura. City shall not, at any time during the Lease term, encumber City's leasehold interest or VRSD's fee title by deed of trust, mortgage, lien or any other similar security instrument. City hereby agrees to indemnify and hold VRSD and the Premises free and harmless from all liability for any and all liens, mortgages, deeds of trust, claims and demands, including reasonable attorneys' fees, and all costs and expenses in connection therewith.

20. **REPAIRS AND RESTORATION**. City shall assume full responsibility for the maintenance and repair of the Premises except for any facilities owned or operated by the Lessee under the Gas Lease and, further, except for facilities maintained by VRSD in the discharge by VRSD of VRSD's subsurface maintenance of the closed Coastal Landfill, which facilities shall be interpreted to mean all gas migration monitoring and collection wells and piping, all equipment relating to the gas flare

station, all groundwater monitoring wells, all condensate collection tanks, all aerial survey plates (hereinafter "VRSD maintenance facilities"). Except for the VRSD maintenance facilities, City shall keep in good order, condition and repair the Premises and every part thereof, structural and non-structural, (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to City, and whether or not the need for such repairs occurs as a result of City's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation the generalization of the foregoing, all landscaping, driveways, roads, irrigation systems, parking lots, drainage improvements, fences, signs and all other improvements located on the Premises. Except as expressly stated herein to the contrary, it is intended by the parties hereto that VRSD has no obligation, in any manner whatsoever, to repair, maintain, replace, improve or otherwise perform any work whatsoever on the Premises. City expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford City the right to make repairs at VRSD's expense or to terminate this Lease Agreement because of VRSD's failure to keep the Premises in good order, condition and repair.

City, at City's cost and expense shall make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity and arising from development or use of the Premises as a golf course. Further, City shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the improvements or facilities on the Premises by any federal, state, county, local or other governmental agency or entity. City and VRSD agree that City shall carry out its responsibilities under this Section 20 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

21. INDEMNITY AND INSURANCE.

a. **Indemnity**. VRSD shall not be liable for any loss, damage or injury of any kind or character ("liability") to any person or property arising from City's use of the Premises, or any part thereof, or caused by any defect in any improvement constructed by or for City thereon or in any equipment or other facility therein constructed or furnished by or for City, or caused by or arising from any act or omission of City or of any of its agents, employees, licensees, or invitees, or by or from any accident on the Premises, or any fire or other casualty thereon, or occasioned by the failure of City to maintain the premises in safe condition; and City hereby waives on its behalf all claims and demands against VRSD for any such loss, damage or injury to City, and hereby agrees to indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and hold VRSD entirely free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom except to the extent such liability is caused by VRSD's acts, omissions or negligence.

b. **Insurance**. City shall, at its sole cost and expense and at all times during the term of this Lease, maintain in force and effect risk management practices for the benefit of VRSD and City. City's risk management practices include a self-insured retention and excess insurance coverage for general liability. On the date of execution of this Lease Agreement the City is self-insured for comprehensive general liability to a limit of $1,000,000 and has excess insurance coverage of $24,000,000 to a limit of $25,000,000. VRSD finds such practices and City's self-insured retention and excess insurance coverage to be satisfactory. City retains sole discretion to change its risk management practices during the term of this Lease Agreement, provided that such practices provide VRSD with protection from loss which is substantially equivalent to the protection afforded by City's risk management practices in effect on the date of this Lease Agreement. Throughout the term of this Lease Agreement VRSD shall be named as an additional insured under City's excess insurance coverage.

22. **ASSIGNMENT AND SUBLETTING**. As a material component of the consideration for this Lease Agreement, City agrees that City shall not assign or sublease the Premises without VRSD's consent, which can be arbitrarily withheld for any reason whatsoever; and VRSD agrees that VRSD shall not assign its rights or duties under this Lease Agreement without City's consent, which can be arbitrarily withheld for any reason whatsoever. Any net rent paid to City by any assignee or subleasee not consented to by VRSD shall be paid by City to VRSD.

23. **DEFAULT**.

a. **Default by City**. Each of the following events shall be deemed to be an event of default hereunder:

(i) If City shall fail, neglect or refuse to pay any monies due hereunder or under the Agreement for Waste Disposal and/or Water and Wastewater Service Agreement, at the time and in the amount as therein provided, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or

(ii) If City shall fail to commence and thereafter to continuously conduct its operations on the Premises within the times and in the manner herein provided; or fail to use, maintain and operate the Premises as herein required or abandon the property, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or

(iii) If City shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such default, if of a nature which can be cured, continues for more than fifteen (15) days after notice thereof in writing given to City by VRSD (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer

period of time to cure than thirty (30) days, City shall be deemed to have complied with such notice if City has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given; or

(iv) If any voluntary petition in bankruptcy or similar debtor's pleading under any section or sections of any bankruptcy act shall be filed by City, or if any voluntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or to effect upon City a plan of liquidation, composition or reorganization, or if any involuntary proceeding of the aforesaid nature be filed and City consents thereto or agrees therein by pleading or default, or if City makes any assignment of its property for the benefit of creditors, or the Premises are taken under a levy of execution or attachment in an action against City, or if a trustee or receiver is appointed over any substantial portion of City's assets or City's operations on the Premises, then neither this Lease nor any interest of City in or to the Premises shall become an asset in any such proceeding, and if any of the aforesaid occurrences is not dismissed or discharged within fifteen (15) days after VRSD's demand, or thirty (30) days after such occurrence, whichever date first occurs.

b. **Default by VRSD.** If VRSD shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by VRSD, and such default, if of a nature which can be cured, continues for more than thirty (30) days after notice thereof in writing given to VRSD by City (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than thirty (30) days, VRSD shall be deemed to have complied with such notice if VRSD has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given.

c. **VRSD Remedies**. Upon an event of City's default hereunder, VRSD shall have the right at any time thereafter to terminate this Lease forthwith and reenter the Premises and take possession thereof and remove all persons therefrom, whereupon City shall have no further claim thereto but shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and VRSD shall have the further right to exercise any other right now or hereafter afforded by law.

d. **City Remedies**. Upon an event of VRSD's default hereunder, City shall have the right at any time thereafter to terminate this Lease forthwith, but City shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and City shall have the further right to exercise any other right now or hereafter afforded by law.

e. **Alternative Dispute Resolution Remedy.**

(1) The parties agree to cooperate to implement this Lease Agreement. In the event of any dispute hereunder, the parties shall meet within five days of a written notice from either party requesting informal dispute resolution. The complaining party shall send such notice prior to initiating arbitration or other remedies available hereunder.

(2) Agreement to Arbitrate Limited Issues: The parties hereto for themselves and for their successors and assigns agree to submit disputes concerning the interpretation or enforcement of rights and duties under sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement to final and binding arbitration in Ventura County, California. Such arbitration shall comply with and be governed by the provisions of the California Arbitration Act contained in *Code of Civil Procedure §§* 1280, et seq., including any subsequent amendments thereto and shall not include the right of discovery. The following matters are excluded from arbitration hereunder:

(a) Any action not concerning the interpretation or enforcement of rights and duties under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement; or

(b) Any claim seeking more than $25,000 in damages or recovery (increased 2% per year during the term of this Lease); or

(c) Any action seeking equitable relief other than declaratory relief as to the meaning of a provision of Sections 8, 9, 10, 11, 14, 16, 17 or 20, provided that any declaratory relief award shall not serve as a precedent controlling a claim seeking more than $25,000 in damages or recovery (increased 2% per year during the term of this Lease).

The prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such arbitration which fees and costs shall not be added to the computation of the monetary jurisdiction limits specified above. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedy shall not constitute a waiver of the right to arbitrate under this provision. With respect to all other issues excluded from arbitration hereunder, the parties may seek all available remedies in the court of competent jurisdiction in the County of Ventura, California.

3. Appointment of Arbitrators: If the parties are unable to agree on a single person to arbitrate such dispute within 15 days after a written demand for arbitration has been served by the demanding party upon the other party, then the selection of an arbitrator shall be made pursuant to the *California Code of Civil Procedure* §§1280, et seq., including any subsequent amendments thereto. The parties shall advance arbitrator's fees, as incurred, proportioned between them as the arbitrator shall determine, but the cost of arbitration shall ultimately be borne entirely by the losing parties or in such other manner as the arbitrator shall decide.

4. Power of Arbitrators: The provisions of this paragraph are an express limitation upon the jurisdiction of the arbitrator, the violation of which constitutes an act by the

arbitrator in excess of his/her power and a basis for vacating the award pursuant to *California Code of Civil Procedure* §1286.2(d). The arbitrator shall follow substantive California law applicable to the issues which are the subject of the arbitration. The arbitrator shall prepare and serve written findings of fact and conclusions which adequately set forth the basis of his decision. Should any party, after proper notice, fail or refuse to participate in the arbitration, or any part thereof, the arbitrator will have the full power to proceed, to take evidence from those parties appearing and participating, and to perform any other acts necessary to arbitrate the matter. The arbitrator shall have no power to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in the County of Ventura or was not requested by a party. In no event shall the arbitrator have the authority to award punitive or exemplary damages or to issue any award relating to matters excluded from arbitration by subsection e.(2) above. The award of the arbitrator shall be enforceable according to the applicable provisions of the *California Code of Civil Procedure*. Judgment upon the award rendered by the arbitrator may be entered in any court having the requisite jurisdiction.

5. Expedience: If the arbitrator does not render and serve upon both parties a final award with written findings of fact and conclusion within 60 days of completion of the submission of evidence, the arbitration and the obligation to arbitrate the dispute may, at either party's election, be canceled, by written notice to the other party, and the parties shall be free to pursue other remedies legally available, and any pertinent claims requirement or statute of limitations shall be deemed to have been tolled for the period the arbitration procedure was ongoing.

24. TERMINATION

a. **Termination**. In addition to any event of termination arising from a party's exercise of its rights and/or remedies under the provisions of Section 23 (Default) above, this Lease Agreement shall terminate immediately, without further notice, in the event any of the following circumstances occur.

(i) City has not commenced construction of Specified Recreational Uses on the Premises by November 12, 2005; or

(ii) City abandons or vacates the Premises for ninety (90) days; or

(iii) City surrenders possession of the Premises, if City provides VRSD with sixty (60) days written notice of surrender.

b. **Return of Property**. Upon expiration or sooner termination of the Lease Agreement term, City shall quit the Premises together with the improvements, alterations, modifications, additions, fixtures, parts and surfaces thereof, clean and free of debris and in good operating order, condition and state of repair, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good and regular

maintenance, repair and safety practice or by City performing all of its obligations under this Lease Agreement.

c. **Maintenance of Premises After Termination.** Upon termination of this Lease Agreement, VRSD shall be solely responsible for all liability and expense of the maintenance of the Premises, provided that with respect to termination of the lease of the Coastal Landfill Parcel, VRSD shall comply with all Coastal Landfill Postclosure Maintenance obligations, except for any liability arising from City's negligence, and further provided that, except in the case of termination due to VRSD's default, City shall pay VRSD for all costs, expenses and liabilities incurred by VRSD from the date of termination through December 21, 2025, as a result of any new postclosure maintenance requirement imposed because of development or use of the Premises for Specified Recreational Uses prior to termination, including, but not limited to, additional monitoring of groundwater and/or gas, imposed upon VRSD as a result of the revised Postclosure Plans and/or other regulatory documents relating to the Specified Recreational Uses. In the event of termination arising out of City's decision to not proceed with development of Specified Recreational Uses, City and VRSD, shall cooperate to seek revision of any new postclosure maintenance requirements imposed because of the anticipated development and use of the Premises for Specified Recreational Uses.

25. **HAZARDOUS MATERIALS**. City shall not spray, spread, irrigate, inject, deposit, dispose or otherwise apply under, on or upon the Premises any fertilizer, chemicals, waste products, or other substances which are toxic, hazardous or otherwise inappropriate or illegal for application upon agricultural or horticultural real property, except as reasonably necessary for City to conduct golf course activities on the Premises in accordance with applicable laws, rules, regulations, permit conditions and any manufacturer or supplier guidelines. City shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials, whether injurious by themselves or in combination with other materials. If City breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by City results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which City is legally liable to VRSD for damage resulting therefrom, then City shall indemnify, defend and hold VRSD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space of any amenity of the Premises, damages arising from any adverse impact on developing or marketing the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the Lease Agreement as a result of such contamination.

26. **SERVICE AGREEMENTS**.

a. **Agreement for Waste Disposal**. City performance of all City obligations under the Agreement for Waste Disposal is an express, material obligation of its performance under this Lease Agreement.

b. **Water and Wastewater Services Agreement**. City performance of all City obligations under the Water and Wastewater Services Agreement is an express, material obligation of its performance under this Lease Agreement.

c. **Additional Waste Disposal Service Agreement.**

(1) If, at any time during the term of the Agreement for Waste Disposal, City or City's designee for solid waste hauling or processing does not have in effect one or more contracts for solid waste disposal at a landfill for some or all of the tons of solid waste generated in City, other than the Agreement for Waste Disposal, VRSD may offer City a proposal for a contract for solid waste disposal at the Toland Landfill for all or part of such tons that are not subject to another contract.

(2) A contract will be deemed to be in effect if: (i) the contract was in effect on the effective date of this Lease Agreement and has not expired or been terminated, either because the original term of the contract is in effect or because the contract is renewed or extended before expiration or termination; or (ii) City entered into the contract after the effective date of this Lease Agreement after giving VRSD an opportunity to offer a proposal, and VRSD did not offer a proposal or VRSD's proposal was not the lowest total cost alternative; or (iii) City's designee for solid waste hauling or processing entered into a contract before or after the effective date of this Lease Agreement. A contract that is in effect may be amended as the parties thereto agree, including but not limited to amendments that affect the number of tons that are subject to the contract, the compensation paid, or the term of the contract.

(3) If a contract proposal made by VRSD to City provides City with the lowest total cost alternative for solid waste disposal at a landfill, City shall accept the proposal and enter into a contract with VRSD for disposal at the Toland Landfill of the number of tons proposed by VRSD at the price proposed by VRSD. The maximum term of such contract shall be five years with an option given to City to renew for an additional five years. VRSD and City shall negotiate in good faith as to any other provisions of the contract, but nothing in this Lease Agreement requires VRSD or City to agree to any other proposed provision of the contract.

(4) In determining whether VRSD has offered City the lowest total cost alternative for solid waste disposal at the landfill, VRSD and City shall compare the tipping fee offered by VRSD and the total cost to City of transportation and disposal at the Toland Landfill to the tipping fee offered by any other proposed contractor and the total cost to City of transportation and disposal at the proposed contractor's landfill.

(5) If a proposed contractor other than VRSD does not wish to make public the tipping fee or any other monetary incentives offered to City, VRSD and City shall devise a procedure, consistent with any State statutes applicable to VRSD and City, whereby a neutral third party chosen mutually by VRSD and City shall obtain the information from City and the proposed contractor in confidence and determine whether VRSD or the proposed contractor offers City the lowest total cost alternative for solid waste disposal at a landfill.

(6) Nothing in this Lease Agreement requires VRSD to make such a proposal or prohibits City from entering into a contract for solid waste disposal with a contractor other than VRSD if VRSD does not make such a proposal or if VRSD's proposal is not the lowest total cost alternative for solid waste disposal at a landfill.

(7) City's designee for solid waste hauling or processing may enter into contracts without regard to this Lease Agreement.

27. **CONDEMNATION**. If all or part of the Premises and/or any part of the Coastal Buffer Parcel or the Coastal Landfill Parcel shall be taken or condemned for a public or quasi-public use, all compensation awarded upon such condemnation or taking shall go to VRSD, and City shall have no claim thereto, and City hereby irrevocably assigns and transfers to VRSD any right to compensation or damages or bonus value of the Lease Agreement to which City may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, however, that in any condemnation proceeding in which City is not the condemning agency, any portion of said compensation or damages attributable to golf course improvements on the Premises constructed by City shall be paid to City up to the total actual cost of construction incurred by City.

28. **MISCELLANEOUS**

a. **Notices**. All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested (in which event such notice shall be deemed given two (2) days after the date of deposit in the mail), and addressed as follows:

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

VRSD:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attention: General Manager

b. **Incorporation of Exhibits**. All Exhibits referred to herein are deemed incorporated herein, as if fully set forth herein.

c. **Amendment**. Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, change, waiver, discharge or termination is sought. Each party acknowledges and agrees that no agent of any party shall have any actual or apparent authority to rely upon or assert any purported, implied or oral amendment or modification hereof. Each party waives the future right to claim, contend or assert that this Agreement was modified, canceled, superseded or changed by an oral agreement, course of conduct, estoppel or any other occurrence.

d. **Entire Agreement**. This Agreement, together with all instruments, exhibits, schedules and other agreements being executed and delivered simultaneously with or pursuant to this Agreement, or which are incorporated herein by reference, shall constitute the entire agreement among the parties to this Agreement pertaining to the subject matter hereof and supersede all prior understandings and negotiations, whether oral or written. The parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. Each party acknowledges that it has expressly bargained for a prohibition of any implied or oral amendments or modifications of any kind, nature or character. Each party acknowledges and agrees that (1) this Agreement is fully integrated and requires no parol evidence to reflect the intentions of the parties, (2) the literal words of this Agreement shall and do govern the transactions described herein, and (3) prior negotiations, drafts and other extraneous communications shall have no significance or evidentiary effect whatsoever.

e. **Captions and Headings**. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation of any provision of or the scope or intent of this Agreement.

f. **No Course of Conduct**. At no time shall the prior or subsequent course of conduct by any of the parties hereto directly or indirectly limit, impair or otherwise adversely affect any of the rights or remedies of any party in connection with this Agreement, or detract from or otherwise affect the literal interpretation and effect of this Agreement, since the parties hereto agree that this Agreement shall only be amended by written instruments executed by the parties, as provided herein.

g. **Interpretation**. This Agreement shall be construed to liberally effectuate the rights and remedies of the parties as expressed herein, and neither such principle of interpretation nor the express language of this Agreement shall be impaired or adversely affected by any prior discussion, form or draft of this Agreement. The deletion of any provision from a prior draft of this Agreement shall not, and shall not be deemed to, constitute (and shall not be used as) evidence of any fact or interpretation, since the parties may disagree as to the meaning and effect of such a deletion, as well

as to their respective reasons for agreeing to such a deletion, and no prior draft of this Agreement shall be admissible as evidence of the meaning of this Agreement.

h. **Construction**. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

i. **Time Is of The Essence**. Time is of the essence in this Agreement, and all deadlines shall be strictly adhered to, unless otherwise provided herein. Any failure or refusal to timely perform any action or duty, no matter how minor or trivial the delay may be, but subject to any applicable grace period, shall be deemed a material breach of this Agreement.

j. **Governing Law**. This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

k. **No Waiver**. The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded. Any provision of this Agreement may be waived by the party for whose benefit it is made, but no waiver shall be effective unless it is in writing and signed by the waiving party or an authorized representative of the waiving party.

l. **Representation**. The parties hereby acknowledge that each has been represented by independent counsel in negotiation of this Agreement. VRSD has been represented by Mark A. Zirbel, a member of the firm of Arnold, Mathews, Wojkowski & Zirbel, and City has been represented by Gary L. Gillig, City Attorney. The counsel representing each party was of his or her own choosing and this Agreement has been read by the parties and has been explained to them by their respective counsel as to its meaning and legal consequences. The parties have reviewed this Agreement with their respective counsel and have received from their respective counsel satisfactory answers and explanations regarding all matters contained herein as to which they may have had any questions whatsoever. This Agreement or any provision hereof shall be fairly interpreted and shall not be construed strictly against either party on the basis that either party is the drafter of this Agreement or any specific provision hereof.

m. **Attorneys Fees**. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witnesses, travel, etc., and a reasonable attorneys fee to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys fees on appeal, if any. The court shall determine who is the "prevailing party." If either party is reasonably required to incur such out-of-pocket expenses and attorney's fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys fees whether or not action is filed.

n. **No Partnership**. Nothing contained in this Agreement shall be construed as or be deemed to create any association, partnership or other business organization as between the parties to this Agreement.

o. **Further Assurances**. The parties agree to execute all documents and instruments and to take all action as may be specifically provided for herein, and shall use their best efforts to accomplish the provisions hereof. As to each document to be prepared, signed, delivered, filed and/or recorded as described herein, any such document, instrument or deed may be hereafter modified or amended in an insubstantial and immaterial manner as reasonably approved by legal counsel to the parties hereto and executed by the parties or their successors and assigns on or before the date such documents are recorded. VRSD's General Manager and City's City Manager are hereby authorized to execute all such documents and instruments and other related documents, including escrow instructions, or take other action consistent with this Lease Agreement and the other agreements referred herein in order to carry out the intent of this Lease Agreement. Each party shall diligently and in good faith pursue the performance of this Agreement and the satisfaction of all contingencies subject to their approval.

p. **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part thereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

q. **Successors**. Except as otherwise provided herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

r. **No Third Party Benefitted**. Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

s. **Amended and Restated Lease**. This Lease Agreement replaces and completely supercedes the Golf Course Lease and Landfill Postclosure Maintenance Agreement made by VRSD and City November 14, 2000. This Lease Agreement also replaces and completely supercedes the Golf Course Stockpile Site Lease made by VRSD and City July 1, 2001, and said Stockpile Site Lease shall be deemed terminated effective June 30, 2002; provided, that the provisions of Section 24 of said Stockpile Site Lease shall remain in effect. City shall be entitled to maintain the soil stockpile located on the Coastal Buffer Parcel as of June 30, 2002 for use in preparing the Premises for Specified Recreational Uses.

"VRSD"

VENTURA REGIONAL SANITATION DISTRICT

By: _____
David Bury, Chairman
Board of Directors

ATTEST:
Rhonda Catron, Clerk of the Board

APPROVED AS TO FORM:

Mark A. Zirbel,
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

"City"

CITY OF OXNARD

By: _____
Dr. Manuel M. Lopez, Mayor

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney

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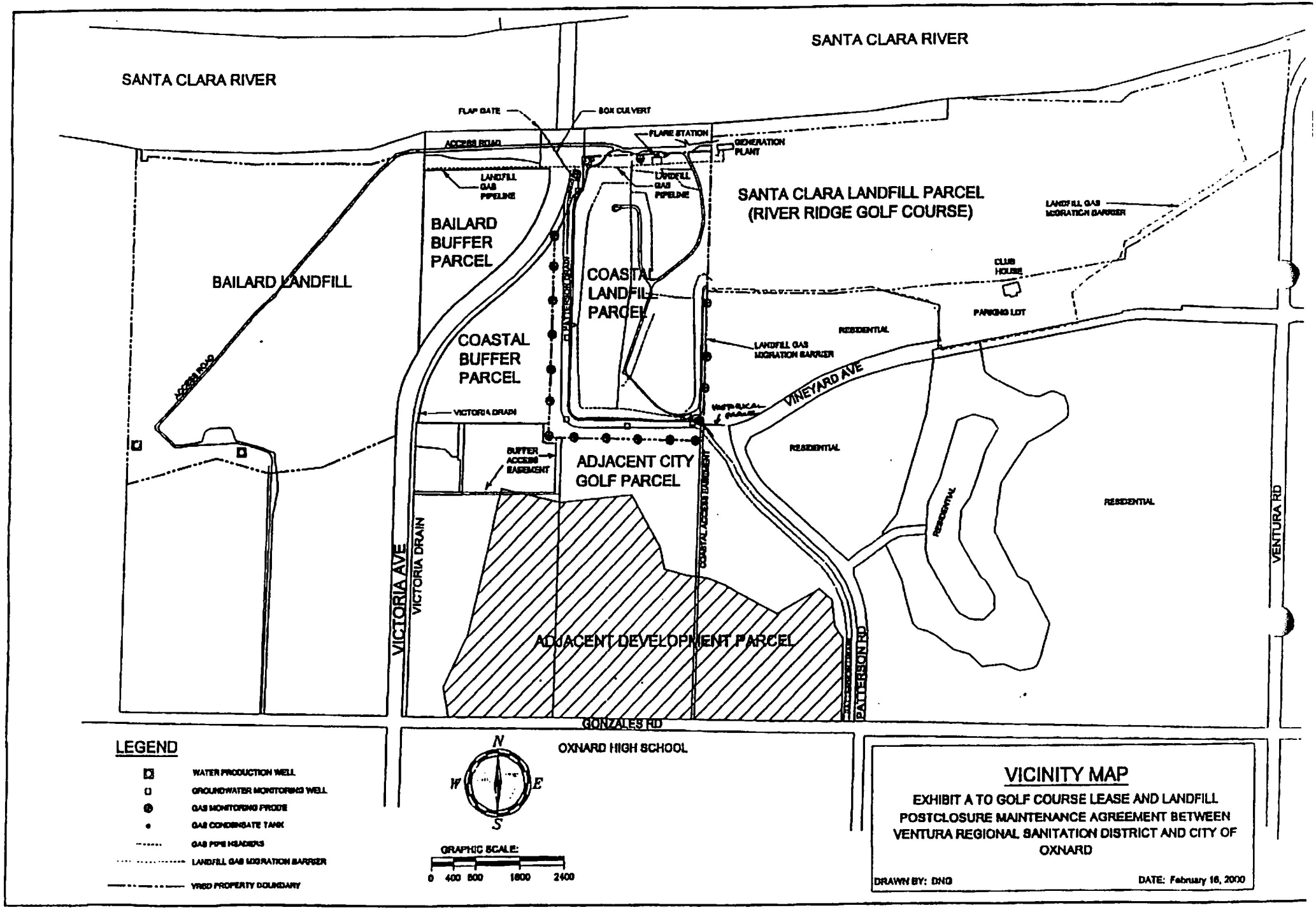
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GENERATION PLANT
LANDFILL GAS PIPELINE
LANDFILL GAS PIPELINE
SANTA CLARA LANDFILL PARCEL
(RIVER RIDGE GOLF COURSE)
LANDFILL GAS MIGRATION BARRIER
BAILARD BUFFER PARCEL
BAILARD LANDFILL
COASTAL LANDFILL PARCEL
CLUB HOUSE
PARKING LOT
RESIDENTIAL
COASTAL BUFFER PARCEL
LANDFILL GAS MIGRATION BARRIER
ACCESS ROAD
VINEYARD AVE
VICTORIA DRAIN
VERTICAL GAS WELL
BUFFER ACCESS EASEMENT
ADJACENT CITY GOLF PARCEL
RESIDENTIAL
RESIDENTIAL
RESIDENTIAL
VENTURA RD
VICTORIA AVE
VICTORIA DRAIN
COASTAL ACCESS EASEMENT
ADJACENT DEVELOPMENT PARCEL
PATTERSON RD
GONZALES RD
OXNARD HIGH SCHOOL
LEGEND
WATER PRODUCTION WELL
GROUNDWATER MONITORING WELL
GAS MONITORING PROBE
GAS CONDENSATE TANK
GAS PIPE HEADERS
LANDFILL GAS MIGRATION BARRIER
VRED PROPERTY BOUNDARY
N
W
E
S
GRAPHIC SCALE:
0 400 800 1600 2400
VICINITY MAP
EXHIBIT A TO GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND CITY OF OXNARD
DRAWN BY: DNG
DATE: February 16, 2000

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT B
(BAILARD BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Westerly terminus of the third course of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county; thence along the boundary of said Deed recorded in Book 4445, Page 904, South 1° 27' 16" West 350.15 feet to the True Point of Beginning; thence continuing along the boundary of Parcel A per said Deed in Book 4445, Page 904 the following 5 courses,

1st: North 89° 45' 45" East 85.54 feet to a point; thence,

2nd: South 1° 27' 16" West 138.48 feet to a point; thence,

3rd: Southerly and Southwesterly along a curve concave Northwesterly, having a radius of 1415.58 feet at a central angle of 37° 14' 52", the radial of which at said point bears North 76° 36' 31" West, an arc distance of 920.26 feet to a point; thence,

4th: South 50° 47' 01" West 399.53 feet to a point; thence,

5th: Southwesterly along a tangent curve concave Southeasterly, having a radius of 1575.00 feet and a central angle of 21° 40' 00", an arc distance of 599.72 feet to a point in the Westerly line of said Parcel B; thence Northerly along the Westerly line of said Parcel B,

6th: North 1° 15' 41" East 1610.81 feet to the Southwesterly corner of that certain Deed recorded in Book 4437, Page 688 of Official Records in the Office of the County Recorder of said county; thence Easterly along the Southerly line of last said Deed,

7th: North 89° 45' 45" East 1053.58 feet to the True Point of Beginning.

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT C (COASTAL BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Northwest corner of Parcel B, as shown on that certain map filed in Book 30, Pages 22 and 23 of Parcel Maps, in the Office of the County Recorder of said county; thence Easterly along the Northerly line of Parcel B of said Parcel Map, south 89° 02' 49" East to the Northeast corner of Parcel B of said Parcel Map, said Northeast corner also being the True Point of Beginning; thence Easterly along a prolongation of the North line of Parcel B of said Parcel Map.

1st: South 89° 02' 49" East 817.92 feet to an intersection with the Westerly line of that certain Deed recorded July 15, 1988 as Document no. 88-099785 of Official Records; thence Northerly along said Westerly line,

3rd: North 01° 15' 31" East 1672.65 feet to an intersection with the Southeasterly line of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county, said intersection also being a point on a curve concave Northwesterly having a radius of 1721.73 feet, a radial line to said curve bears South 58° 29' 32" East; thence Southwesterly along the Southeasterly line of said Deed the following 4 courses,

4th: Southwesterly along said curve through a central angle of 20° 29' 41" an arc distance of 615.86 feet; thence,

5th: South 50° 47' 01" West 408.00 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1380.00 feet; thence,

6th: Southwesterly and Southerly along said curve through a central angle of 41° 11' 11" an arc distance of 992.00 feet; thence,

7th: South 09° 35' 50" West 99.77 feet to an intersection with the Northerly line of Parcel B of said Parcel Map; thence Easterly along said Northerly line,

8th: South 89° 02' 49" East 374.37 feet to the True Point of Beginning.

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT D (COASTAL LANDFILL PARCEL)

Parcel 1 (Landfill)

Fee simple title in and to a portion of Parcel A of Subdivision No. 4 of the Rancho El Rio de Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the Office of the Ventura County Recorder in Book 3, Page 44, of Miscellaneous Records, described as follows:

Beginning at the Southwest corner of the property deeded to the City of Oxnard and described in Book 3290, Page 40 of Official Records of said County, said point being the Westerly terminus of the sixth course of Annexation No. 68-10 to said City as filed with the Secretary of State on July 8, 1968; thence Northerly 115 feet along the seventh course of said annexation to the True Point of Beginning; thence,

1st: South 87° 47' 14" West 1194.27 feet; thence,

2nd: South 1° 27' 42" West 177.54 feet; thence,

3rd: South 51° 41' 00" West 119.00 feet; thence,

4th: Southerly along a curve concaved Westerly having a central angle of 3° 48' 56", radial bearing of South 71° 32' 56" East and radial distance of 1721.73 feet. This same curve has an arc distance of 114.66 feet to a point in the Westerly line of said parcel "A", (3 M.R. 44) thence,

5th: South 1° 15' 50" West 1926' along the Westerly line of Parcel "A"; thence along a line parallel to the Southerly line of said Parcel "A",

6th: East 1321.98 feet more or less to a point in the East line of Parcel "A", (3 M.R. 44) said point also lying in the Southerly prolongation of the Westerly line of Parcel "B" of Annexation to the City of Oxnard 77-4 as filed with the Secretary of State on November 7, 1978; thence along said Southerly prolongation and the Westerly line of said annexation,

7th: North 1° 15' 50" East 2325.22 feet to the True Point of Beginning and containing approximately 69.3 acres.

Parcel 2 (Patterson Drain West of Landfill)

That portion of Parcel B of Subdivision No. 4 of the Rancho El Rio De Santa Clara O'La Colonia, in the County of Ventura, State of California, as shown on the Map recorded in the Office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Easterly line thereof being the Westerly line, and Southerly prolongation thereof, of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura County Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Northwesterly in the Southeasterly line of Victoria Avenue, as described in Parcel A in the Deed to County of Ventura, recorded August 13, 1975, as Document No. 54364, in Book 4445, Page 904 of Official Records, and to terminate in an line parallel with and distant Southerly 120.00 feet from the Westerly prolongation of the Southerly line of said Parcel 1 (Landfill Parcel).

Parcel 3 (Patterson Drain South of Landfill)

That portion of Parcel A of Subdivision No. 4 of the Rancho El Rio De Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Northerly line thereof being the Southerly line of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Easterly and Westerly in the Easterly and Westerly lines of said Parcel A.

EXCEPT all oil, gas, other hydrocarbon substances and minerals in and under said Parcels 1, 2 and 3.

EXHIBIT D-1

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation (**"City"**), and Ventura Regional Sanitation District (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

COUNCIL APPROVAL
11/17/15 I-1 (A)
DATE

5. Coordination of Services

The Services shall be coordinated with the City Manager or designated Department Head (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2016. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Frank Kiesler as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2016.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $75,050.91 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under 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.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. 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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. 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 Indemnified Party 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. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-C**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-C**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-C**.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Michael Henderson, General Services Director

APPROVED AS TO INSURANCE:

Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL LLP

MARK ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL SANITATION DISTRICT

RICK NEAL, Chairman

ATTEST:

JOSIE GUZMAN
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance _____

Fiscal Technician _____

Exhibit A
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.

4. Prepare AB32 / CCR 17 Reports.

5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

6. Retain Title V and CCR 17 records.

7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

FY 16 budget

	Landfill Gas Perimeter Probe and Structures Monitoring	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $8,346.00	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	$ 107.00			$5,136.00
	Calibrate Basement gas monitoring unit	Environmental Resource Analyst	1.0	12	12	$ 107.00			$1,284.00
	Calibrate tent gas monitoring units	Environmental Resource Analyst	0.5	12	6	$ 107.00			$642.00
	Reporting								
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	$ 107.00			$1,284.00
Materials $414.00	Calibration Gas (oxygen + methane)						2	$ 207.00	$414.00
Equipment $2,529.92	GEM - Gas Monitor						12	$ 75.83	$909.96
	Mule - Portable Vehicle						4	$ 279.99	$1,119.96
	Misc. Supplies/Hardware						1	$ 500.00	$500.00
Mileage $480.00	Mileage						480	$ 1.00	$480.00
Subtotal									$11,769.92

	Landfill Gas Surface Monitoring and Reporting	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $8,239.00	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Reporting								
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	$ 107.00			$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	$ 107.00			$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	$ 107.00			$2,568.00
Materials $414.00	Calibration Gas (zero air + methane)						2	$ 207.00	$414.00
Outside Contracted Service $6,860.70	RES, Inc. - Landfill Surface Emissions Monitoring (cost + 10%) *(Effective for FY 15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)*	Contractor		1			Lump sum	$ 6,860.70	$ 6,860.70
Fees $879.75	APCD Permit Fee (1/3 fee)						1	$ 879.75	$879.75
Mileage $80.00							80	$ 1.00	$80.00
Subtotal									$16,473.45

	Stormwater Monitoring and Reporting	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $4,708.00	6 wet season inspections	Environmental Resource Analyst	2	6	12	$ 107.00			$1,284.00
	Stormwater sampling - 4 sampling events (2016 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	$ 107.00			$428.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	$ 107.00			$856.00
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Plans and Reporting								
	Conduct Annual Certification and SSMP review	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	$ 107.00			$2,247.00
Outside Contracted Services	Laboratory Fees						4	$ 450.00	$1,800.00

Exhibit "B"

$1,800.00									
Mileage $560.00							560	$ 1.00	$560.00
Subtotal									$9,315.00
	Gas Collection System and Flare Operation & Maintenance	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**
Labor $5,570.00	Landfill Gas Condensate Sump maint.	Senior Solid Waste Woker	8	4	32	$ 99.00			$ 3,168.00
	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00			$ 1,760.00
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		$ 11,000.00
Outside Contracted Service $7,300.54	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum		$ 2,273.34
	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		4			4	$ 138.00	$552.00
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,089.00	$ 1,089.00
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,686.20	$ 2,686.20
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Qrtly	$ 175.00	$ 700.00
Equipment rental $150.00	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00
Utility $2,880.00	Electricity billing	SCE utility		12				$ 240.00	$ 2,880.00
Mileage $320.00							320	$ 1.00	$320.00
Subtotal									$27,220.54
	Gas Collection System Monitoring	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**
Labor $9,792.00	Well-field balancing (monthly)	Engineering Technician	8	12	96	$ 102.00			$ 9,792.00
Mileage $480.00							480	$ 1.00	$480.00
Subtotal									$10,272.00
Grand Total									$75,050.91

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY): 12/13/2016

PRODUCER
Alliant Insurance Services, Inc.-SFO
100 PINE STREET, 11TH FLOOR
SAN FRANCISCO CA 94111

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 PROGRAMS BELOW.

PROGRAM AFFORDING COVERAGE

COVERED PARTY
Ventura Regional Sanitation District
1001 Partridge Dr Ste 150
Ventura CA 93003-0704

A: CSRMA - California Sanitation Risk Manag
B:
C:
D:
E:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

PRO LTR	COVERAGE	MEMORANDUM OF COVERAGE	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	CSL VRSD 1617 1	12/31/2016	12/31/2017	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occur.)	$ 1,000,000
	[ ] CLAIMS MADE [X] OCCUR				MED. EXP (Any one person)	$ 1,000,000
	[X] Ded: $25,000				PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ N/A
	[X] POLICY [ ] PROJECT [ ] LOC					
A	AUTOMOBILE LIABILITY	CSL VRSD 1617 1	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO				BODILY INJURY (Per person)	$
	[X] ALL OWNED VEHICLES					
	[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS					
	[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
	[X] Ded: $25,000					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	
	IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW				E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
THE HOLDER IS NAMED AS AN ADDITIONAL COVERED PARTY PER THE MEMORANDUM OF COVERAGE WITH RESPECTS TO AGREEMENT NO. 5421-11-CM; VRSD CONTRACT NO.11-011. COPIES OF THE MEMORANDUM OF COVERAGE ARE AVAILABLE UPON REQUEST.

CERTIFICATE HOLDER

City of Oxnard
Risk Manager - REFERENCE NO.5421-11-CM
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING PROGRAM AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY): 12/13/2016

PRODUCER
Alliant Insurance Services, Inc.-SFO
100 PINE STREET, 11TH FLOOR
SAN FRANCISCO CA 94111

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PROGRAM AFFORDING COVERAGE

COVERED PARTY
Ventura Regional Sanitation District
1001 Partridge Dr Ste 150
Ventura CA 93003-0704

A: CSRMA - California Sanitation Risk Manag
B:
C:
D:
E:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

PRO LTR	COVERAGE	MEMORANDUM OF COVERAGE	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	CSL VRSD 1617 1	12/31/2016	12/31/2017	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occur.)	$ 1,000,000
	[ ] CLAIMS MADE [X] OCCUR				MED. EXP (Any one person)	$ 1,000,000
	[X] Ded: $25,000				PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ N/A
	[X] POLICY [ ] PROJECT [ ] LOC					
A	AUTOMOBILE LIABILITY	CSL VRSD 1617 1	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO					
	[X] ALL OWNED VEHICLES				BODILY INJURY (Per person)	$
	[ ] SCHEDULED AUTOS					
	[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
	[X] NON-OWNED AUTOS					
	[X] Ded: $25,000				PROPERTY DAMAGE (Per accident)	$
	[ ]					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
	[ ]				AGG	$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	
	IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW				E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
THE HOLDER IS NAMED AS AN ADDITIONAL COVERED PARTY PER THE MEMORANDUM OF COVERAGE WITH RESPECTS TO AGREEMENT NO. 7167-15-CM; VRSD CONTRACT NO.15-027. COPIES OF THE MEMORANDUM OF COVERAGE ARE AVAILABLE UPON REQUEST.

CERTIFICATE HOLDER

City of Oxnard
Risk Manager - REFERENCE NO.5421-11-CM
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING PROGRAM AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY

ADDITIONAL COVERED PARTY ENDORSEMENT

This Endorsement forms a part of the Memorandum of Coverage issued by the CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY.

ADDITIONAL COVERED PARTY: City of Oxnard

CSRMA MEMBER ENTITY: Ventura Regional Sanitation District

DESCRIPTION OF ACTIVITY: Agreement No. 7167-15-CM; VRSD Contract No. 15-027

DATE(S) OF ACTIVITY: 12/31/2016 - 12/31/2017

LOCATION OF ACTIVITY: City of Oxnard

MAXIMUM COVERAGE LIMIT: $1,000,000

DEDUCTIBLE: $25,000

The person or organization first named above is added as an ADDITIONAL COVERED PARTY pursuant to Section III(A), "Definitions" and Section VII, "Covered Parties." Coverage is provided through participation in a risk sharing joint powers authority, for general and automobile liability as defined in the Memorandum of Coverage.

The coverage being provided by this Endorsement is limited to "occurrences" arising out of the activity or location described, and the time period indicated herein, and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage. Pursuant to Section III (A), the person or entity named above is only an Additional Covered Party with respect to operations performed by or on behalf of the CSRMA MEMBER ENTITY, or facilities owned or used by the CSRMA MEMBER ENTITY.

Coverage is in effect for the DATE(S) OF ACTIVITY indicated above and will not be cancelled or allowed to expire at a date other than the last date indicated except upon 30 days' written notice to the Additional Covered Party.

Date issued: 12/31/2016

Authorized Representative

AMENDMENT NO. 2
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDMENT ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was titled both City of Oxnard Agreement No. 7167-15-CM and VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services to the City for the closed Santa Clara Landfill which included landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain of its provisions, and the full Agreement, as amended, is attached as **Exhibit D-2** hereto and incorporated herein by reference; and

D. The Parties acknowledge and agree that the Agreement should be renewed and extended for one additional year, and that additional compensation to Consultant should be added, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 1in the Agreement, as previously modified Paragraph 1 of the First Amendment:

> "1. Scope of Services
>
> Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A-2** attached hereto and incorporated herein by this reference (the "**Services**")."

COUNCIL APPROVED
1/23/2018 J5
DATE

2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018."

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $318,228.91 for the Services at rates provided in **Exhibit B-2** attached hereto and incorporated herein by this reference."

5. As so amended, the Agreement remains in full force and effect.

Second

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By _____
WILLIAM WEIRICK
Chairman of the Board

ATTEST;

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____
TIM FLYNN
Mayor

ATTEST:

By _____
MICHELLE ASCENCION
City Clerk

APPROVED AS TO FORM:

By _____
STEPHEN FISCHER
City Attorney

APPROVED AS TO CONTENT:

By _____
THIEN NG
Interim Public Works Director

By _____
MIKE MORE
Risk Manager

Exhibit A-2
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.

4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

Groundwater Monitoring and Reporting

1. As part of the groundwater monitoring programs, groundwater levels will be measured in all designated wells prior to sampling activities using equipment that is decontaminated before use. The depth to water will be recorded to the nearest 0.01 foot in the field log.

2. Each well will be purged and sampled using dedicated pumps following the standard low-flow purging and sampling method. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.

3. Groundwater samples will be collected in appropriate sample containers provided by the analytical laboratory. For dissolved metal analysis, samples will be filtered in the field. Samples will be preserved as required, placed on blue plastic ice in a cooler, and delivered to the laboratory courier. Chain-of-custody documentation will be generated and accompany each sample.

4. Groundwater monitoring and sampling results will be compiled and field and laboratory data will be imported into Excel tables and Sanitas statistical software. These data will be used to evaluate the groundwater conditions. Groundwater contour maps, summary tables, and time-series plots will be generated, and statistical analysis will be performed as required.

5. Groundwater monitoring activities will be conducted in compliance with the requirements in the various Monitoring and Reporting Program (MRPs) contained in the latest Waste Discharge Requirements (WDRs) issued by the California Regional Water Quality Control Board (RWQCB). Field activities will be conducted twice a year per the following schedule:

Site	Period	Sampling Month	Report Due to RWQCB
Santa Clara	Summer/Fall	October 2017	December 15, 2017
Santa Clara	Winter/Spring	April 2018	June 15, 2018

Storm Water Monitoring and Reporting

1. Effective July 1, 2017, the Santa Clara Landfill will no longer be subject to stormwater monitoring and reporting requirements under the Industrial General Permit. A Notice of Termination with State Water Resources Control Board was submitted and accepted in May of 2017.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.

2. Conduct quarterly sump pump maintenance.

3. Conduct LFG flare maintenance.

4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.

5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.

EXHIBIT B-2

AMENDMENT NO. 2 TO

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

AND

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
	$318,228.91

(See detail on the following pages.)

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

Project Number		Account		Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular	Account Total—	$34,058			
		51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring		66	$109	$7,194
		51010 Engineering Technician LFG Surface Monitoring & Reporting		4	$109	$436
		51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &		32	$106	$3,392
		51010 Engineer Gas Collection System and Flare Operation &		16	$118	$1,888
		51010 Engineering Technician Gas Collection System and Flare Operation &		6	$109	$654
		51010 Engineering Technician Gas Collection System Monitoring		96	$109	$10,464
		51010 Engineer LFG Perimeter Probe & Structure Monitoring		12	$118	$1,416
		51010 Engineer LFG Surface Monitoring & Reporting		73	$118	$8,614
52079	Environmental Consultants	Account Total—	$34,173			
		52079 Landfill Surface Gas Emissions Monitoring		1	$7,700	$7,700
		52079 Semi Annual GW Monitoring Events & Reports		2	$9,900	$19,800
		52079 Semi Annual Flare Assessment		1	$2,273	$2,273
		52079 Gas Flare Source Test		1	$4,400	$4,400
52150	Permits, Licenses and Fees	Account Total—	$920			
		52150 Permits, Licenses, and Fees		1	$920	$920
52155	Lab Services and Supplies	Account Total—	$25,302			
		52155 Semi Annual GW Monitoring Analytical Lab Svcs		2	$12,375	$24,750
		52155 Quarterly LFG Sampling		4	$138	$552
52185	Operating Supplies	Account Total—	$12,528			
		52185 Calibration Gas (Oxygen & Methane)		2	$207	$414
		52185 Calibration Gas (Zero Air & Methane)		2	$207	$414
		52185 Flare Maintenance & Repair Supplies		1	$11,000	$11,000
		52185 Maintain City's Air Compressor		4	$175	$700

52197	Utilities		Account Total—	$2,880			
		52197 Electricity			1	$2,880	$2,880
52220	Equipment Rental/Lease		Account Total—	$150			
		52220 Man Lift for Gas Flare Source Test			1	$150	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total—	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			1	$500	$500
60598	Fund Transfer Out-FLEET		Account Total—	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500
			Project 411500 Total—	$113,721			
			Total for this report—	$113,721			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

Project Number	Account			Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular	Account Total---	$40,395			
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring			78	$107	$8,346
	51010 Engineering Technician LFG Surface Monitoring & Reporting			77	$107	$8,239
	51010 Engineering Technician Stormwater Monitoring & Reporting			64	$107	$6,848
	51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &			32	$104	$3,328
	51010 Senior Engineering Technician Gas Collection System and Flare Operation &			16	$116	$1,856
	51010 Engineering Technician Gas Collection System and Flare Operation &			6	$107	$642
	51010 Senior Engineering Technician Gas Collection System Monitoring			96	$116	$11,136
52079	Environmental Consultants	Account Total---	$38,660			
	52079 (RES) Landfill Surface Emission Monitoring			1	$7,700	$7,700
	52079 (OEM) Semi-Annual Flare Assessment			1	$2,273	$2,273
	52079 Gas Flare Source Test			1	$4,400	$4,400
	52079 Annual Flare Destruction Efficiency Test			1	$2,686	$2,686
	52079 Semi-Annual GW Monitoring Events & Reports			2	$9,900	$19,800
	52079 Contractor Lab Costs for 4 Samples			4	$450	$1,800
52080	Other Professional Services	Account Total---	$4,000			
	52080 Methane Detectors Factory Service, Equip, &			1	$4,000	$4,000
52150	Permits, Licenses and Fees	Account Total---	$920			
	52150 APCD Permit Fee			1	$920	$920
52155	Lab Services and Supplies	Account Total---	$26,015			
	52155 Laboratory Fees			4	$178	$713
	52155 Quarterly Landfill Gas Analytical			4	$138	$552
	52155 GW Monitoring Analytical Lab Svcs for 2 Events			2	$12,375	$24,750

52185	Operating Supplies		Account Total---	$11,828			
		52185 Calibration Gas (Oxygen + Methane)			2	$207	$414
		52185 Calibration Gas (Zero Air + Methane)			2	$207	$414
		52185 Flare Maintenance & Repair Supplies			1	$11,000	$11,000
52186	Other Operating Services		Account Total---	$700			
		52186 Maintain City's Air Compressor			4	$175	$700
52197	Utilities		Account Total---	$2,880			
		52197 Electricity Billing			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total---	$150			
		52220 Man-Lift for Gas Flare Source Test			1	$150	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total---	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			1	$500	$500
60598	Fund Transfer Out-FLEET		Account Total---	$1,380			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Stormwater Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500
			Project 411500 Total---	$129,457			
			Total for this report---	$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

FY 18 budget

Landfill Gas Perimeter Probe and Structures Monitoring

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	$ 107.00			$5,136.00
$8,348.00	Calibrate Basement gas monitoring unit	Environmental Resource Analyst	1.0	12	12	$ 107.00			$1,284.00
	Calibrate tent gas monitoring units	Environmental Resource Analyst	0.5	12	6	$ 107.00			$642.00
	Reporting								
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	$ 107.00			$1,284.00
Materials	Calibration Gas (oxygen + methane)						2	$ 207.00	$414.00
$414.00									
Equipment	GEM - Gas Monitor						12	$ 75.83	$909.96
$2,628.92	Mule - Portable Vehicle						4	$ 279.99	$1,119.96
	Misc. Supplies/Hardware						1	$ 500.00	$500.00
Mileage	Mileage						480	$ 1.00	$480.00
$480.00									
Subtotal									$11,769.92

Landfill Gas Surface Monitoring and Reporting

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
$8,238.00									
	Reporting								
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	$ 107.00			$2,140.00
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	$ 107.00			$749.00
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$641.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	$ 107.00			$2,568.00
Materials	Calibration Gas (zero air + methane)						2	$ 207.00	$414.00
$414.00									
Outside Contracted Service	SES, Inc. - Landfill Surface Emission Monitoring (cost + 10%)	Contractor		1			Lump sum	$ 6,980.70	$ 6,980.70
$6,980.70	*(Effective for FY 15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)*								
Fees	APCD Permit Fee (1/3 fee)						1	$ 879.75	$879.75
$879.75									
Mileage							80	$ 1.00	$80.00
$80.00									
Subtotal									$16,478.45

Stormwater Monitoring and Reporting

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	6 wet season inspections	Environmental Resource Analyst	2	6	12	$ 107.00			$1,284.00
$4,708.00	Stormwater sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	$ 107.00			$428.00
	4 dry season inspections	Environmental Resource Analyst	2	4	8	$ 107.00			$856.00
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Plans and Reporting								
	Conduct Annual Certification and SSMP review	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	$ 107.00			$2,247.00
Outside Contracted Services	Laboratory Fees						4	$ 450.00	$1,800.00

$1,800.00							560	$ 1.00	$560.00	
Mileage $560.00										$9,315.00
Subtotal										
	Gas Collection System and Flare Operation & Maintenance	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**	
		Senior Solid Waste Worker	8	4	32	$ 99.00			$ 8,168.00	
Labor	Landfill Gas Condensate Sump maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00			$ 1,760.00	
$6,570.00	Supervise GCS operation & maint.	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00	
	Assist with gas flare engineering test & source test									
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		$ 11,000.00	
	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum		$ 2,273.54	
Outside Contracted Service $7,300.54	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		4			4	$ 138.80	$552.00	
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,009.00	$ 1,039.00	
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,666.20	$ 2,666.20	
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Only	$ 175.00	$ 700.00	
Equipment rental $150.00	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00	
Utility $2,860.00	Electricity billing	SCE utility		12				$ 240.00	$ 2,880.00	
Mileage $320.00							320	$ 1.00	$320.00	
Subtotal										$27,220.54
	Gas Collection System Monitoring	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**	
Labor $9,792.00	Well-field balancing (monthly)	Engineering Technician	8	12	96	$ 102.00			$ 9,792.00	
Mileage $480.00							480	$ 1.00	$480.00	
Subtotal										$10,272.00
Grand Total										$75,050.91

AMENDMENT NO. 3
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS THIRD AMENDMENT ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq*. ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as **Exhibit D-3**.

E. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months to allow City the time and opportunity to solicit and consider outside bids for consulting services covered by this Agreement, and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2019.

City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2019."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $418,215.91 for the Services at rates provided in **Exhibit B-3** attached hereto and incorporated herein by this reference."

4. As so amended, the Agreement remains in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By_____
KEVIN KILDEE
Chairman of the Board

ATTEST:

By_____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By_____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By_____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By_____
TIM FLYNN
Mayor

ATTEST:

By_____
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By_____
STEPHEN FISCHER
City Attorney

AMENDMENT NO. 4
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, landfill gas collection system and flare operations and maintenance, and landfill gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-4.

F. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:

COUNCIL APPROVED
6-18-2019 H-b
DATE

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2020. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2020."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $520,783.91 for the Services at rates provided in **Exhibit B-4** attached hereto and incorporated herein by this reference."

4. As so amended, the Agreement remains in full force and effect.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By _____
KEVIN KILDEE
Chairman of the Board

ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____ 4/8/19
TIM FLYNN
Mayor

ATTEST:

By _____
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By _____
STEPHEN FISCHER
City Attorney

EXHIBIT B-4

AMENDMENT NO. 4 TO

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

AND

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
FY19 Proposed Customer Budget	$99,987.00
FY20 Proposed Customer Budget	$102,568.00
	$520,783.91

(See FY20 detail on the following pages.)

52186	Other Operating Services		Account Total---	$700			
		52186 Maintain City's Air Compressor (Quarterly)			4	$175	$700
52197	Utilities		Account Total---	$2,880			
		52197 Electricity			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total---	$150			
		52220 Manlift			2	$75	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total---	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			2	$250	$500
60598	Fund Transfer Out-FLEET		Account Total---	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500
			Project 411500 Total---	$102,568			
			Total for this report---	$102,568			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2019."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $418,215.91 for the Services at rates provided in **Exhibit B-3** attached hereto and incorporated herein by this reference."

4. As so amended, the Agreement remains in full force and effect.

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EXHIBIT B-3

AMENDMENT NO. 3 TO

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

AND

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
FY19 Proposed Customer Budget (12 mos.)	$99,987.00
	$418,215.91

(See detail on the following pages.)

52186	Other Operating Services		Account Total---	$700			
		52186 Maintain City's Air Compressor (Quarterly)			4	$175	$700
52197	Utilities		Account Total---	$2,880			
		52197 Electricity			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total---	$150			
		52220 Manlift			2	$75	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total---	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			2	$250	$500
60598	Fund Transfer Out-FLEET		Account Total---	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500
			Project 411500 Total---	$99,987			
			Total for this report---	$99.987			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

52197	Utilities		Account Total—	$2,880			
		52197 Electricity			1	$2,880	$2,880
52220	Equipment Rental/Lease		Account Total—	$150			
		52220 Man Lift for Gas Flare Source Test			1	$150	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total—	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			1	$500	$500
60598	Fund Transfer Out-FLEET		Account Total—	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500
			Project 411500 Total—	$113,721			
			Total for this report—	$113,721			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

52185	Operating Supplies	Account Total—	$11,828			
		52185 Calibration Gas (Oxygen + Methane)		2	$207	$414
		52185 Calibration Gas (Zero Air + Methane)		2	$207	$414
		52185 Flare Maintenance & Repair Supplies		1	$11,000	$11,000
52186	Other Operating Services	Account Total—	$700			
		52186 Maintain City's Air Compressor		4	$175	$700
52197	Utilities	Account Total—	$2,880			
		52197 Electricity Billing		12	$240	$2,880
52220	Equipment Rental/Lease	Account Total—	$150			
		52220 Man-Lift for Gas Flare Source Test		1	$150	$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	$2,530			
		60594 GEM Gas Monitor		12	$76	$910
		60594 Mule - Portable Vehicle		4	$280	$1,120
		60594 Misc Supplies/Hardware		1	$500	$500
60598	Fund Transfer Out-FLEET	Account Total—	$1,380			
		60598 Mileage - LFG Perimeter Probe & Structure		480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting		200	$1	$200
		60598 Mileage - Stormwater Monitoring & Reporting		200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring		500	$1	$500
		Project 411500 Total—	$129,457			
		Total for this repon—	$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

$1,800.00									
Mileage							540	$ 1.00	$540.00
$540.00									
Subtotal									$9,915.00
	Gas Collection System and Flare Operation & Maintenance	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**
Labor	Landfill Gas Condensate Sump maint.	Senior Solid Waste Worker	8	4	32	$ 99.00			$ 3,168.00
$8,670.00	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00			$ 1,760.00
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		$ 11,000.00
Outside Contracted Service	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum		$ 2,273.34
$7,300.54	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		4			4	$ 138.00	$552.00
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,099.00	$ 1,099.00
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,656.20	$ 2,656.20
	Malcolm City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			City	$ 175.00	$ 700.00
Equipment rental	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00
$150.00									
Utility	Electricity billing	SCE utility		12				$ 240.00	$ 2,880.00
$2,880.00									
Mileage							320	$ 1.00	$320.00
$320.00									
Subtotal									$27,220.54
	Gas Collection System Monitoring	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**
Labor	Well-field balancing (monthly)	Engineering Technician	8	12	96	$ 102.00			$ 9,792.00
$9,792.00									
Mileage							480	$ 1.00	$480.00
$480.00									
Subtotal									$10,272.00
Grand Total									$75,050.91

2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018."

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $318,228.91 for the Services at rates provided in **Exhibit B-2** attached hereto and incorporated herein by this reference."

5. As so amended, the Agreement remains in full force and effect.

Exhibit A-2
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.

4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

3. Conduct LFG flare maintenance.

4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.

5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

Project Number		Account		Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular	Account Total—	$34,058			
		51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring		66	$109	$7,194
		51010 Engineering Technician LFG Surface Monitoring & Reporting		4	$109	$436
		51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &		32	$106	$3,392
		51010 Engineer Gas Collection System and Flare Operation &		16	$118	$1,888
		51010 Engineering Technician Gas Collection System and Flare Operation &		6	$109	$654
		51010 Engineering Technician Gas Collection System Monitoring		96	$109	$10,464
		51010 Engineer LFG Perimeter Probe & Structure Monitoring		12	$118	$1,416
		51010 Engineer LFG Surface Monitoring & Reporting		73	$118	$8,614
52079	Environmental Consultants	Account Total—	$34,173			
		52079 Landfill Surface Gas Emissions Monitoring		1	$7,700	$7,700
		52079 Semi Annual GW Monitoring Events & Reports		2	$9,900	$19,800
		52079 Semi Annual Flare Assessment		1	$2,273	$2,273
		52079 Gas Flare Source Test		1	$4,400	$4,400
52150	Permits, Licenses and Fees	Account Total—	$920			
		52150 Permits, Licenses, and Fees		1	$920	$920
52155	Lab Services and Supplies	Account Total—	$25,302			
		52155 Semi Annual GW Monitoring Analytical Lab Svcs		2	$12,375	$24,750
		52155 Quarterly LFG Sampling		4	$138	$552
52185	Operating Supplies	Account Total—	$12,528			
		52185 Calibration Gas (Oxygen & Methane)		2	$207	$414
		52185 Calibration Gas (Zero Air & Methane)		2	$207	$414
		52185 Flare Maintenance & Repair Supplies		1	$11,000	$11,000
		52185 Maintain City's Air Compressor		4	$175	$700

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

Project Number	Account		Quantity	Cost/Price	Extension
11500 *City of Oxnard [River Ridge]- EPG*					
51010	Wages - Regular	Account Total— $40,395			
	51010	Engineering Technician LFG Perimeter Probe & Structure Monitoring	78	$107	$8,346
	51010	Engineering Technician LFG Surface Monitoring & Reporting	77	$107	$8,239
	51010	Engineering Technician Stormwater Monitoring & Reporting	64	$107	$6,848
	51010	Senior Solid Waste Equipment Gas Collection System and Flare Operation &	32	$104	$3,328
	51010	Senior Engineering Technician Gas Collection System and Flare Operation &	16	$116	$1,856
	51010	Engineering Technician Gas Collection System and Flare Operation &	6	$107	$642
	51010	Senior Engineering Technician Gas Collection System Monitoring	96	$116	$11,136
52079	Environmental Consultants	Account Total— $38,660			
	52079	(RES) Landfill Surface Emission Monitoring	1	$7,700	$7,700
	52079	(OEM) Semi-Annual Flare Assessment	1	$2,273	$2,273
	52079	Gas Flare Source Test	1	$4,400	$4,400
	52079	Annual Flare Destruction Efficiency Test	1	$2,686	$2,686
	52079	Semi-Annual GW Monitoring Events & Reports	2	$9,900	$19,800
	52079	Contractor Lab Costs for 4 Samples	4	$450	$1,800
52080	Other Professional Services	Account Total— $4,000			
	52080	Methane Detectors Factory Service, Equip, &	1	$4,000	$4,000
52150	Permits, Licenses and Fees	Account Total— $920			
	52150	APCD Permit Fee	1	$920	$920
52155	Lab Services and Supplies	Account Total— $26,015			
	52155	Laboratory Fees	4	$178	$713
	52155	Quarterly Landfill Gas Analytical	4	$138	$552
	52155	GW Monitoring Analytical Lab Svcs for 2 Events	2	$12,375	$24,750

FY 18 Budget

Landfill Gas Perimeter Probe and Structures Monitoring

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	$ 107.00			$5,136.00
$8,343.00	California basement gas monitoring unit	Environmental Resource Analyst	1.0	12	12	$ 107.00			$1,284.00
	California tent gas monitoring units	Environmental Resource Analyst	0.5	12	6	$ 107.00			$642.00
	Reporting								
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	$ 107.00			$1,284.00
Materials $414.00	Calibration Gas (oxygen + methane)						2	$ 207.00	$414.00
Equipment $2,[illegible]	GEM - Gas Monitor						12	$ 75.00	$900.00
	Mule - Portable Vehicle						4	$ 279.00	$1,116.00
	Misc. Supplies/Hardware						1	$ 300.00	$300.00
Mileage $[illegible]	Mileage						480	$ 1.00	$480.00
Subtotal									$[illegible]

Landfill Gas Surface Monitoring and Reporting

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor $[illegible]	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	$ 107.00			$[illegible]
	Reporting								
	Good Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	$ 107.00			$[illegible]
	Annual Start-up, Shutdown and Malfunction Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Emissions Inventory Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	$ 107.00			$[illegible]
	AB-32 / Title 17 Reporting	Environmental Resource Analyst	4	1	4	$ 107.00			$[illegible]
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$[illegible]
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$[illegible]
	Monthly Data Gathering for Reports	Environmental Resource Analyst	2	12	24	$ 107.00			$[illegible]
Materials $414.00	Calibration Gas (zero air + methane)						2	$ 207.00	$414.00
Outside Contracted Service $[illegible]	[illegible], Inc. - Landfill Surface Emissions Monitoring (cost + [illegible]) *(Effective for FY 18/19 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.)*	Contractor		1			Lump sum	$ [illegible]	$ [illegible]
Fees $[illegible]	APCD Permit Fee (1/3 fee)						1	$ [illegible]	$[illegible]
Mileage $[illegible]							80	$ 1.00	$[illegible]
Subtotal									$[illegible]

Stormwater Monitoring and Reporting

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Monitoring								
Labor	8 wet season inspections	Environmental Resource Analyst	2	6	12	$ 107.00			$1,284.00
$4,708.00	Stormwater sampling - 4 sampling events (2015 SW regulations increase sampling to 4 events from 2)	Environmental Resource Analyst	1	4	4	$ 107.00			$[illegible]
	4 dry season inspections	Environmental Resource Analyst	2	4	8	$ 107.00			$[illegible]
	Conduct Annual Site Inspection	Environmental Resource Analyst	4	1	4	$ 107.00			$[illegible]
	Plans and Reporting								
	Conduct Annual Certification and SSMP review	Environmental Resource Analyst	6	1	6	$ 107.00			$[illegible]
	Complete Annual Report	Environmental Resource Analyst	8	1	8	$ 107.00			$[illegible]
	Storm Water Pollution Prevention Plan update	Environmental Resource Analyst	21	1	21	$ 107.00			$2,247.00
Outside Contracted Services	Laboratory Fees						4	$ 430.00	$1,[illegible]

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** January 23, 2018

Project/Program Manager: Thien Ng **Phone:** 271-2220

Reason for Appropriation:

Appropriates additional funds to cover FY18 landfill monitoring charges (PO#5677) per 2nd Amendment with Ventura Regional Sanitation District.

Accounts and Descriptions		AMOUNT
Fund: 101- General Fund		
Expenditures/Transfers Out		
101-1002-808.87-21	TRANSFERS - OUT / TSFR TO GOLF COURSE FD	52,000
	Sub-total Expenditures	52,000
	Net Change to Fund Balance	**(52,000)**
Fund: 651- Golf Course Operating		
Revenues/ Transfers In		
651-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FU	52,000
	Sub-total Revenues	52,000
Expenditures/Transfers Out		
651-6402-842.82-09	CONTRACTUAL SERVICES / SERVICES-OTHER PROF/CONTI	52,000
	Sub-total Expenditures	52,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**52,000**

Approvals

Department Director Thien Ng

Chief Financial Officer JW for BV

City Manager

COUNCIL APPROVED 1/23/2018 15(a) DATE

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

3. The following language shall replace the original provisions of Section 9 in the Agreement:

"9. Principal-in-Charge
Consultant hereby designates Matthew Baumgardner as its principal-in-charge and person responsible for necessary coordination with Manager."

4. The following language shall be added as a second paragraph to Section 10 (Permits, Licenses, Certificates) in the Agreement:

"Consultant's responsibility under this Agreement shall be subject to the terms and conditions of VRSD Contract No. 00-023-02 which is titled Amended and Restated Golf Course Lease and Landfill Postclosure Agreement By and Between Ventura Regional Sanitation District and City of Oxnard Dated May 21, 2002, is incorporated fully herein by this reference as **Exhibit C-1**. Parties agree that if any conflict arises between the terms and conditions of the Agreement, as amended, and the terms and conditions of **Exhibit C-1** shall prevail and take precedence."

5. The following language shall be added as a third sentence to Section 11 (City's Responsibility) in the Agreement:

"City's responsibility under this Agreement shall be subject to the terms and conditions of **Exhibit C-1**."

6. The following language shall replace the original provisions of Section 12 in the Agreement:

"12. Term of Agreement
This Agreement shall begin on July 1, 2015, and expire on June 30, 2017."

7. The following language shall replace the original provisions of Section 14.a. in the Agreement:

"14. Compensation
a. City agrees to pay Consultant in an amount not to exceed $129,457 for the Services at rates provided in **Exhibit B-1** attached hereto and incorporated herein by this reference."

8. The following language shall replace the original provisions of Section 40(b) in the Agreement:

"b. Any notices to the City may be delivered personally or by mail addressed to the City of Oxnard, Public Works Department, 305 W. Third Street, Oxnard, California 93030, Attention: Badaoui Mouderres."

9. As so amended, the Agreement remains in full force and effect.

(signatures on following page)

Exhibit A-1
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.

4. Prepare AB32 / CCR 17 Reports.

5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

6. Retain Title V and CCR 17 records.

7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.

5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.

6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.

2. Conduct quarterly sump pump maintenance.

3. Conduct LFG flare maintenance.

4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.

5. Coordinate annual gas flare source test.

6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations.

52185	Operating Supplies		Account Total---	$11,828			
		52185	Calibration Gas (Oxygen + Methane)		2	$207	$414
		52185	Calibration Gas (Zero Air + Methane)		2	$207	$414
		52185	Flare Maintenance & Repair Supplies		1	$11,000	$11,000
52186	Other Operating Services		Account Total---	$700			
		52186	Maintain City's Air Compressor		4	$175	$700
52197	Utilities		Account Total---	$2,880			
		52197	Electricity Billing		12	$240	$2,880
52220	Equipment Rental/Lease		Account Total---	$150			
		52220	Man-Lift for Gas Flare Source Test		1	$150	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total---	$2,530			
		60594	GEM Gas Monitor		12	$76	$910
		60594	Mule - Portable Vehicle		4	$280	$1,120
		60594	Misc Supplies/Hardware		1	$500	$500
60598	Fund Transfer Out-FLEET		Account Total---	$1,380			
		60598	Mileage - LFG Perimeter Probe & Structure		480	$1	$480
		60598	Mileage - LFG Surface Monitoring & Reporting		200	$1	$200
		60598	Mileage - Stormwater Monitoring & Reporting		200	$1	$200
		60598	Mileage - Gas Coll Sys Monitoring		500	$1	$500
			Project 411500 Total---	$129,457			
			Total for this report---	$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

AMENDED AND RESTATED
GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT
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AMENDED AND RESTATED
GOLF COURSE LEASE
AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT ("this Lease Agreement") is made and entered into this 21st day of May, 2002, by and between the VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and the CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City"). The purpose of this Lease Agreement is to lease two parcels of real property, including a closed landfill parcel, to City so that City, at its sole expense, may design, permit, construct, and operate open space recreational uses on the property; to provide that City assume responsibility for maintaining the surface of the property and for expenses incurred by VRSD as a result of City's development and use of the property; to provide that VRSD retain responsibility for monitoring and maintaining specified subsurface maintenance facilities; and to provide consideration to VRSD and City in the form of additional covenants and agreements, with all of the above generally described provisions being more particularly described and established below. This Lease Agreement provides for a conveyance from a governmental agency to a governmental agency and is exempted by Government Code Section 66428(a)(2) from any requirement for a parcel map.

1. **DEFINITION OF TERMS**. As used in this Lease Agreement, the following terms have the meanings set forth below:

a. "Agreement for Waste Disposal" shall mean the Agreement for Waste Disposal at Toland Road Landfill between VRSD and City executed November 14, 2000, as it may be amended.

b. "Bailard Buffer Parcel" shall mean that certain real property owned by VRSD and located west of Victoria Avenue and east of the Bailard Landfill as more particularly described in Exhibit "B" and illustrated on Exhibit "A".

c. "Closure Plan" shall mean the Coastal Sanitary Landfill Final Closure Plan prepared by VRSD in September, 1991, and approved by the California Integrated Waste Management Board.

d. "Coastal Buffer Parcel" shall mean that certain real property owned by VRSD and located east of Victoria Avenue and west of the Coastal Landfill Parcel as more particularly described in Exhibit "C" and illustrated on Exhibit "A".

e. "Coastal Landfill Parcel" shall mean that certain real property owned by VRSD located west of the Santa Clara Landfill Parcel as more particularly described in Exhibit "D" and illustrated on Exhibit "A". "Coastal Landfill" shall mean the landfill located on the Coastal Landfill Parcel.

o. "Surface" shall mean the land lying on top of the Coastal Landfill Parcel including the soil above the top of the clay liner portion of the Landfill Cover System. "Surface" shall not be interpreted to include "Subsurface" or "Subsurface Maintenance Facilities."

p. "Water and Wastewater Services Agreement" shall mean the Agreement for Water and Wastewater Services between VRSD and City executed November 14, 2000 as it may be amended.

2. **PREMISES**. Pursuant to the terms, conditions and covenants hereof, VRSD hereby leases to City, and City leases from VRSD the Premises. All references to the "Premises" shall be understood to include both (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel unless only one of these parcels is expressly specified in any provision of this Lease Agreement.

3. **TERM**.

This Lease Agreement shall be deemed to have become effective and the term shall be deemed to have commenced on November 14, 2000, provided, however, that where this Lease Agreement makes specific provision for the date of commencement and/or termination of certain rights and/or responsibilities, those specified dates shall control the timing of the referenced rights and/or responsibilities. This Lease Agreement shall continue in effect until December 31, 2099, unless terminated earlier in accordance with the provisions below.

4. **RENT**.

a. **Base Rent**. Commencing on the date first stated above and continuing thereafter during the term of this Lease Agreement, on or before December 1 of each year, City shall pay VRSD One Dollar ($1) per year as the Base Rent.

b. **Other Consideration**. In addition to the Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising under this Lease Agreement, and City shall perform all of City's obligations arising under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement. City expressly acknowledges that VRSD would not have made this Lease Agreement unless City had agreed to the Agreement for Waste Disposal and the Water and Wastewater Services Agreement.

5. **USE OF PROPERTY**. During the term of this Lease Agreement, City shall use and occupy the Premises solely for Specified Recreational Uses subject to the terms and conditions herein. Any other use is prohibited. In conjunction with Specified Recreational Uses, City may construct lined lakes on the Coastal Buffer Parcel to provide for drainage of City's property used for Specified Recreational Uses and for irrigation of City's property used for Specified Recreational Uses. City shall not construct or allow the construction or placement of any buildings or permanent enclosed

improvements on the Coastal Landfill Parcel. City and VRSD agree that City shall carry out such responsibilities without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. City acknowledges that landfill gas, including methane gas and other hazardous gases, generated by the decomposing waste buried beneath the surface of the Coastal Landfill Parcel migrates laterally subsurface and also vents vertically through cracks in the surface of the ground. The generation of landfill gas and the migration and venting of this gas can be expected to occur throughout the term of this Lease Agreement. City further acknowledges that the Coastal Buffer Parcel may experience all of the impacts associated with the landfill and that the Coastal Buffer Parcel experiences episodes of significant flooding, including, but not limited to, drainage from the existing Victoria Avenue drainage ditch and the Patterson Drain, including occasions when the outlet to the Santa Clara River does not drain due to high water. City assumes and accepts all risks, losses, damages, and costs of these above referenced landfill impacts as they may affect the construction and operation of Specified Recreational Uses on the Premises, except for losses arising from any VRSD negligent act or omission; provided that in no event shall VRSD ever be liable for any consequential damage incurred by City because the Premises is not usable for Specified Recreational Uses.

7. **PERMITTING OF PREMISES.**

a. **CIWMB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Integrated Waste Management Board ("CIWMB") and its local enforcement agency ("LEA"), the Ventura County Environmental Health Department ("EHD"). The LEA and the CIWMB have approved the Closure Plan and the Postclosure Plan. City acknowledges that the Closure Plan and the Postclosure Plan must be revised before City can commence development of Specified Recreational Uses on the Coastal Landfill Parcel. City acknowledges that the CIWMB and the LEA must approve any revisions to the Closure Plan and Postclosure Plan and that CIWMB and LEA may order further revision to these plans during the term of this Lease Agreement. City further acknowledges that the State of California has enacted and will further enact laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

b. **RWQCB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") and the California State Water Resources Control Board ("SWRCB"). City acknowledges that the RWQCB has issued Waste Discharge Requirements ("WDR's") and Groundwater Monitoring Requirements ("Water Quality Requirements") for the Coastal Landfill, the Santa Clara Landfill and the Bailard Landfill. City acknowledges that the RWQCB shall review and revise the WDR's and/or Water Quality Requirements before City shall commence development of Specified Recreational Uses. City acknowledges that RWQCB and/or SWRCB may modify the WDR's and/or Water Quality Requirements at any time during the term of this Lease Agreement.

VRSD, pay VRSD for reasonable expenses incurred by VRSD in carrying out the activities described in this Section 8 including staff time and consultant time in consulting with the City, City consultants, VRSD consultants, regulatory agencies and other interested parties involved in the revision and/or implementation of the plans or other regulatory documents and/or any of the activities described in this Section 8. City's obligation to reimburse shall include, but not be limited to payment for all VRSD staff and VRSD consultant time spent on reviewing all drafts, proposed submittals, designs, and other documentation relating to the plans and documents and attendance of VRSD employees and VRSD consultants at any and all meetings relating to the development of Specified Recreational Uses on the Premises. As used in this Lease Agreement, the term "VRSD consultant" shall mean independent engineers, hydrologists, attorneys, architects and other experts retained by VRSD. City shall reimburse VRSD for its staff time at the then current established hourly rates and for its consultants' time at the established hourly rates as then specified in contracts between VRSD and its consultants which shall be made available to City. In addition, if the revised plans or other permits, conditions or documents changed as a result of Specified Recreational Uses result in an increase in the expense of providing subsurface postclosure maintenance City shall, throughout the terms of this Lease Agreement, reimburse VRSD for such additional postclosure maintenance expenses within thirty (30) days after receipt of billing specifying the nature and cost of the additional maintenance work, improvements, monitoring or other activity required by the revised Closure Plan, Postclosure Plan or other regulatory documents.

b. **City's Assumption of Responsibility**. Immediately upon execution of this Lease Agreement, City shall assume responsibility for complying with the surface maintenance components of the Postclosure Maintenance Plan and other regulatory documents, including, but not limited to, the WDR's. Upon the approval of the revised Closure Plan, Postclosure Plan, and other regulatory documents permitting Specified Recreational Uses on the Coastal Landfill Parcel City shall become responsible for and shall commence the physical work of complying with all components of those plans and any successor plans and other documents which regulate or relate to the development and maintenance of the surface of the Coastal Landfill Parcel and VRSD shall bear responsibility only for non Specified Recreational Uses related subsurface maintenance requirements of said plans, including responsibility for any subsurface maintenance facilities which exist on or above the surface of the Coastal Landfill Parcel. In addition to assuming responsibility for all continuing and all new surface maintenance requirements, City shall bear responsibility for any additional subsurface maintenance requirement caused by the development and/or operation of Specified Recreational Uses on the Premises. In the future, during the term of this Lease Agreement, City shall become responsible for compliance with all new provisions, conditions and requirements of further revised plans and other regulatory documents relating to Specified Recreational Uses on the Premises and for all subsequent revised or new provisions, conditions and requirements of said plans and documents or new regulatory enactments relating to the surface maintenance of the Premises which may hereinafter become effective during the term of this Lease Agreement. The parties acknowledge that the various regulatory agencies may continue to name VRSD as the permitee, owner and/or responsible party for the Closure Plan, Postclosure Plan, and other regulatory documents. Nonetheless, City shall take all reasonable action necessary to assure that City's activities do not cause VRSD to be found by the regulatory agencies to be out of compliance with the Closure Plan,

on the date of this Lease Agreement (even though City, pursuant to this Lease Agreement, shall bear the actual expense, when incurred, of all surface maintenance and any expense of any additional subsurface maintenance required as a result of City's development of Specified Recreational Uses on the Coastal Landfill). On the other hand, City shall be responsible for providing financial assurance for all other new postclosure maintenance expenses as required by CIWMB as a consequence, direct and/or indirect, of Specified Recreational Uses including Specified Recreational Uses related surface maintenance requirements and all new subsurface requirements which are required as a result of Specified Recreational Uses proposed. City acknowledges that as a result of the application for revision to the Closure Plan and Postclosure Maintenance Plan which must be made in order to advance the development of Specified Recreational Uses on the Coastal Landfill Parcel, the CIWMB may implement additional financial assurance requirements. City shall be responsible for and hold VRSD harmless from any such additional Specified Recreational Uses related requirements. City also acknowledges that additional financial assurance requirements may be imposed in the future. City shall bear all costs, expenses and obligations of meeting such additional financial assurance requirements as relate to surface maintenance required because of the development and/or operation of Specified Recreational Uses on the Premises. VRSD shall expeditiously apply in accordance with CIWMB regulations to CIWMB for release of any financial assurance funding or security provided by City and release any funds held by VRSD which are due to City upon CIWMB approval of such release.

f. **Final Design**. After CIWMB and LEA approval of revisions to the Closure Plan and Postclosure Plan and all other necessary regulatory approvals, including, but not limited to the approval of the RWQCB, SWRCB and EPA, City shall develop final designs for Specified Recreational Uses improvements to be constructed upon the Premises. These final designs shall be submitted to VRSD for its review. VRSD may, within thirty (30) days after receipt of any submittal, comment upon any aspect of the designs which could potentially increase VRSD's cost of subsurface maintenance of the Coastal Landfill; provided, however, that, notwithstanding anything contained in this Agreement, VRSD shall not be required to accept any final design, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any of its covenants or obligations under the Gas Lease.

Notwithstanding VRSD's review of and comment on the final design, City shall release, indemnify, defend and hold VRSD harmless from any liability arising from any design defect, error, omission, or damage arising from the final design of all improvements to be constructed on the Premises.

g. **Environmental Documentation**. City shall be the lead agency for all environmental documentation relating to any and all development on the Premises. City shall fully comply with the California Environmental Quality Act ("CEQA"). City shall be responsible for defending or providing a defense to any action alleging non-compliance with CEQA or any other law, regulation, rule or permit arising out of the revision of the Closure Plan, Postclosure Plan or other regulatory document relating to Specified Recreational Uses or the Northwest Golf Community Specific Plan, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall hold

flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. The parties should coordinate their respective activities and meet quarterly to discuss upcoming activities on the Premises.

b. **Coastal Landfill Parcel Maintenance Responsibility**. Immediately upon execution of this Lease Agreement, City shall be responsible for complying with all surface maintenance requirements established under the then existing Postclosure Maintenance Plan and other regulatory documents including, but not limited to, the WDR. Upon approval of the revised Closure Plan and/or Postclosure Plan and other regulatory documents permitting Specified Recreational Uses, in accordance with this Lease Agreement, City shall be solely responsible for and obligated to maintain the surface of the Coastal Landfill Parcel in accordance with all requirements of said Plan and documents. VRSD shall retain the right of access to perform all subsurface maintenance of the Coastal Landfill for which VRSD shall remain responsible. City shall be responsible for complying with all surface maintenance activities on the Coastal Landfill including, but not limited to, the surface maintenance activities set forth in the Closure Plan, Postclosure Plan, and other regulatory documents and any revisions thereto. City shall bear all expense associated with Premises surface maintenance activity. City shall release, defend, and hold VRSD harmless from any and all expense relating to the surface maintenance of the Premises, except for expenses incurred by VRSD hereunder in maintaining subsurface maintenance facilities. City and VRSD agree that each shall carry out its responsibilities under this Section 9 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **Indemnification**. In consideration of entering into this Lease Agreement, City agrees that, City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, attorneys, and agents (collectively, "Indemnitees") harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions (including actions arising from personal injury to or death of third persons or property damage), expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively "Liabilities"), arising from or related to City's design, construction, maintenance, repair, operation and/or use of the Premises, except to the extent such liabilities are caused by Indemnitees' acts, omissions, or negligence.

d. **Release**. City hereby fully releases Indemnitees from any and all claims which City may have now or in the future against Indemnitees for any damage or liability arising from the use of the Premises by City. As a material covenant and condition of this Lease Agreement, City agrees that in the event of any adverse event, situation or condition regarding the use of the Premises by City, City shall look solely to parties other than Indemnitees, and Indemnitees shall not be

Inc., Ventura Coastal Corporation and VRSD, and the April 18, 1991, First Amendment to Landfill Gas Lease and Operating Agreement for Conversion Systems between Oxnard Landfill Associates and VRSD (collectively referred to as the "Gas Lease"). City acknowledges that: (i) "Lessee" under said Gas Lease (originally Cambrian Energy Systems, Inc. and currently Ogden Power Pacific, Inc., a subsidiary of Ogden Energy, Inc.), has comprehensive rights of way over the Premises to extract landfill gas from the Coastal Landfill and collect this gas and transport it to its energy facility as described in said lease; (ii) these rights, include, but are not limited to, the right to construct, repair, replace, relocate, and maintain gas extraction wells, collection piping, collection traps, valves, monitoring equipment, blowers, pumps and other improvements related to the development of the gas rights in the Coastal Landfill; and (iii) the Lessee under said Gas Lease also has the right to place and maintain on the Coastal Landfill Parcel tanks, roads, pipelines, power lines and other improvements necessary to the Lessee's operations subject to limitations set forth in the Gas Lease. City acknowledges and agrees that its right to use and occupy the property under this Lease Agreement are subject to the rights of the Lessee and VRSD under said Gas Lease and that VRSD and/or the Lessee shall reserve ownership and possession of these gas collection improvements. VRSD agrees that it will be primary liaison with the Lessee regarding the coordination of Specified Recreational Uses with the Lessee's operations and the exercise of Lessee's rights under the Gas Lease. VRSD shall use commercially reasonable efforts to obtain the Lessee's reasonable commercial cooperation with Specified Recreational Uses; provided that City releases VRSD from any liability arising from the Lessee's failure to cooperate. City acknowledges, however, that notwithstanding anything contained in this Lease Agreement, VRSD makes no representation that the Lessee under the Gas Lease has agreed to, authorized or consented to, or will agree to, authorize or consent to, any particular action in respect of the activities contemplated hereunder. City further agrees that in the event the Gas Lease is terminated, VRSD shall be deemed to have succeeded to all of the rights, including rights of way over the surface of the Coastal Landfill Parcel created in the Lessee under said Gas Lease. In the event VRSD succeeds to Lessee's right, VRSD shall cooperate with City's operation of Specified Recreational Uses in a commercially reasonable manner.

City agrees to cooperate with the Lessee, and, subsequently, VRSD in Lessee's and VRSD's exercise of said Gas Lease rights of way. City also agrees to cooperate with Lessee and VRSD with regard to the gas and condensate collection system on the Premises, including any improvements, alteration, repair and/or maintenance of said system that may be undertaken by Lessee and/or VRSD. City shall coordinate its activities on the Premises with VRSD with respect to the activities which may affect rights under the Gas Lease. City agrees that to the extent the Closure Plan, Postclosure Plan or other regulatory documents require changes, because of the development of Specified Recreational Uses on the Premises, to the gas extraction and collection system built and owned by Lessee and/or VRSD pursuant to the Gas Lease, and VRSD and/or Lessee implement such changes, all work relating to such changes shall be at City's sole expense and City shall not initiate construction work on the Coastal Landfill Parcel until all work relating to such changes has been completed. Before commencing such gas system revision work, VRSD shall obtain City's approval of the specifications, budget and any construction contracts relating to such changes to the gas system. City shall pay the entire estimated cost of such work to VRSD before such work commences and upon the completion of the work VRSD shall provide City a complete

11. **LANDFILL GAS AND GROUNDWATER.**

a. **Groundwater.** City acknowledges that RWQCB has adopted WDR's and groundwater monitoring requirements for the closed Bailard Landfill, Coastal Landfill, and Santa Clara Landfill. City acknowledges that prior to the development of Specified Recreational Uses, revisions are likely to be made to the Bailard Landfill, Coastal Landfill and Santa Clara Landfill WDR's and groundwater monitoring requirements as a result of RWQCB's review of the proposed Specified Recreational Uses on the Coastal Landfill Parcel. To the extent RWQCB requires revisions to the monitoring requirements as a result of the proposed Specified Recreational Uses, and such changes increase the expense which VRSD incurs in its postclosure maintenance of the subsurface of the Bailard Landfill Parcel or the Santa Clara Landfill or the Coastal Landfill Parcel, City shall reimburse VRSD for the full amount of any such increase. For example, if RWQCB, determines, as a result of the proposed golf course development, that VRSD is required to drill additional monitoring wells or test additional constituents or increase the monitoring frequency or standards, City shall reimburse VRSD for the actual expense to VRSD of all VRSD staff time, consultant time, laboratory expense and other costs associated with compliance with such revisions as these expenses are incurred, throughout the term of this Lease Agreement, payable thirty (30) days after VRSD's delivery of invoices to City. VRSD shall also retain the right of access to and possession of all monitoring well sites approved by RWQCB on the Premises, including any located on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel.

City also acknowledges that RWQCB may impose irrigation restrictions, cover system improvements or other conditions upon the development of Specified Recreational Uses in order to protect groundwater in the vicinity of the Premises. City agrees to comply with all restrictions and conditions on the development and operation of Specified Recreational Uses imposed by RWQCB as well as CIWMB, LEA, APCD or any other regulatory agency at City's sole expense and City further agrees to hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violation of any groundwater regulatory requirements by City or City's contractors or arising from the Specified Recreational Uses on the Premises.

City further acknowledges that as a result of the proposed Specified Recreational Uses on the Coastal Landfill Parcel, environmental impacts may occur in the future which may lead to the requirement for remediation of surface or subsurface conditions impacted or caused by the construction, operation and/or maintenance of Specified Recreational Uses on top of a closed landfill. City shall hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any and all expense, liability, regulatory action or remediation costs associated with or caused by the development of Specified Recreational Uses on the Coastal Landfill Parcel.

b. **Subsurface Gas.** City acknowledges that the decomposing waste buried in the Coastal Landfill creates landfill gas, including methane gas. City acknowledges that some

extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

12. **EASEMENT FOR SETBACK AND IMPACT DISCLOSURE.**

a. **Adjacent Private Property.** Except as provided in subsection 12.a.1 below, City, in regulating the development of the Northwest Golf Community Specific Plan area, shall require the owners of the property lying to the south of the Coastal Landfill Parcel to execute and record an easement or other agreement providing for a 300 foot setback, measured from the property line of the Coastal Landfill Parcel, prohibiting any construction of any enclosed structure within the 300 foot setback. Drainage facilities are not considered to be enclosed structures. The City shall also require the developers of the property to disclose in writing to prospective buyers of the property that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Bailard Landfill Parcel and/or Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne or otherwise transmitted.

1. Historical Building Parcel. Subject to the conditions stated in this subsection, City may allow construction of an enclosed structure on the Historical Building Parcel described in the Specific Plan; provided the City has made a written determination that the use of such structure shall not expose the users thereof to unacceptable risks of injury or property damage caused by landfill gas migrating from the Coastal Landfill Parcel. City, in regulating the development of the Historical Building Parcel, shall not allow the construction of buildings or other enclosed structures or improvements of any kind, except drainage or water detention facilities, within 150 feet of the Coastal Landfill Parcel. City shall not permit the construction of any residential building on the Historical Building Parcel. City shall not permit any structure on any portion of the Historical Building Parcel to be used for residential use. City shall implement and enforce building requirements for all improvements constructed on the Historical Building Parcel in order to protect any occupants or users of such structures from being exposed to any hazard associated with the migration of landfill gas from the Coastal Landfill Parcel. City shall not permit any construction on the Historical Building Parcel until the owners of that Parcel have executed and recorded (1) an Access Easement from Vineyard Avenue to the Coastal Landfill Parcel in a form acceptable to VRSD, (2) a Declaration and Establishment of Covenants, Conditions and Restrictions in a form acceptable to VRSD, and (3) any subordination documents necessary to remove any cloud on the priority of the rights conferred by the easement and the declaration. City shall quitclaim all of its interest in the property covered by this access easement except for a nonexclusive right of way for ingress and egress to the Patterson Drain.

b. **Adjacent City Property.** City, in managing the use of City owned property in the Northwest Golf Course Community Specific Plan area, shall not construct or permit construction of enclosed structures within 300 feet of the Coastal Landfill Parcel, except for Specified Recreational

14. **WATER**

a. **Water Rights**. VRSD and City agree that any and all water rights or water entitlements appurtenant to the Coastal Buffer, Coastal Landfill, Bailard Buffer and Bailard Landfill Parcels (collectively "VRSD Parcels") shall remain the property of VRSD, and shall be deemed to benefit and run with VRSD's ownership of the VRSD Parcels. VRSD and City agree that any and all water rights or water entitlements appurtenant to the real property addressed by the Specific Plan, excluding the VRSD Parcels, but including the entire GMA allocation attributable to the Swift Well (Swift Allocation; State Well No. 2N/22W-29M1), shall be the property of the City upon transfer to the City of all real property necessary to implement the Specific Plan. Water rights or water entitlements addressed by this section include riparian, overlying or prescriptive water rights, and any and all allocation or entitlement granted under or pursuant to ordinances of the Fox Canyon Groundwater Management Agency ("GMA") or any government agency with authority to regulate groundwater use on the VRSD Parcels and the real property associated with the Specific Plan. VRSD shall allow City, and City shall allow VRSD, the right to use a portion of the water produced in accordance with the water rights and water entitlements under the terms and conditions described in this section; provided, however, that all such rights granted to City by VRSD under this Lease Agreement shall be subject to the rights of Lessee under the Gas Lease, including Section 9 thereof.

b. **VRSD Landfills GMA Allocation**. With respect to the Coastal Landfill and Bailard Landfill Parcels, GMA has authorized and issued to VRSD, through VRSD state well numbers 2N/22W-29D4, 29D5, 30C5, 30C6, 30K1 and 30L2, a total of 260.4 acre feet of baseline allocation ("VRSD Landfills Baseline Allocation"), 39.514 feet of historical allocation ("VRSD Landfills Historical Allocation"), and any credits accruing on the VRSD Landfills Historical Allocation (the VRSD Landfills Baseline Allocation and the VRSD Landfills Historical Allocation are collectively referred to as the "VRSD Landfills Allocation"). Effective upon City's assumption of surface maintenance responsibilities for the Coastal Landfill Parcel under Section 9(b) above, and continuing so long as City continues to be responsible for and provides the required surface maintenance for the Coastal Landfill Parcel City and VRSD agree that, subject to GMA or other regulatory requirements, water produced in accordance with the VRSD Landfills Allocation shall only be used as follows:

(i) City shall have the exclusive right to use, for the sole purpose of constructing and irrigating Specified Recreational Uses developed on the Coastal Landfill Parcel pursuant to the Specific Plan, 93 acre feet per year of VRSD Landfills Baseline Allocation and 17 acre feet per year of VRSD Landfills Historical Allocation ("City's Entitlement").

(ii) VRSD shall have the exclusive right to use 167.4 acre feet per year of VRSD Landfills Baseline Allocation, the acre feet per year of VRSD Landfills Historical Allocation remaining, if any, after City's use of City's Entitlement, and any GMA credits accruing on the VRSD Landfills Historical Allocation, for any use on the Bailard Landfill Parcel, and to meet regulatory offset requirements relating to VRSD's operations at its Toland Road Landfill ("VRSD Entitlement").

dollars ($75,000) for such new well capital costs. City shall pay such costs within thirty (30) days of City's receipt of well cost invoices from VRSD. VRSD shall be solely responsible for compliance with any statutes, ordinances, rules or regulations applicable to the construction and operation of the new Bailard Buffer Parcel Well. VRSD shall be responsible for applying to GMA for permission to use an efficiency extraction to serve the Bailard Buffer Parcel. VRSD shall be solely responsible for the operation, maintenance, repair or replacement costs for the new Bailard Buffer Parcel well constructed pursuant to this paragraph.

Effective upon the GMA's approval of the assignment to the City of the Swift Allocation, and continuing through the term of this Lease Agreement, City shall make available for use by VRSD or its lessee, at the option of VRSD in its sole discretion and subject to approval by GMA if such approval is required, up to but no more than 110 acre feet per year of the Swift Allocation (VRSD Swift Entitlement) for use on the Bailard Buffer Parcel. Use by VRSD of the VRSD Swift Entitlement is contingent upon the GMA's approval of the assignment to the City of the Swift Allocation, and limited to that assigned amount recognized and approved by the GMA as corresponding to the historical irrigation of the Bailard Buffer Parcel using the Swift Allocation. Use by VRSD of the VRSD Swift Entitlement, if any is approved by the GMA, shall terminate, and all rights to the VRSD Swift Entitlement shall revert to the City, when the Bailard Buffer Parcel ceases to be used for commercial agricultural production at approximately the same level of production as exists at the time of execution of this Lease Agreement. Except as provided in this subparagraph 14(e), the City shall have no responsibility to provide water service, or any water rights or entitlement to VRSD for use on the Bailard Buffer Parcel.

f. **Reporting and Payment of GMA and UWCD Pump Charges.** City and VRSD shall coordinate, as frequently as necessary, their groundwater extraction reporting to the GMA and United Water Conservation District (UWCD) associated with the VRSD Landfills Allocation and, if applicable, VRSD Swift Allocation so that appropriate payment to the GMA and UWCD can be made timely for all groundwater extractions made hereunder by City, VRSD and VRSD's lessee. City shall be solely responsible for regional pump charges (i.e. UWCD and GMA pump charges, and any other pump charges that may be imposed by a court or water management agency other than City) associated with City's use of the City Entitlement and that amount of water designated in the City Notice. VRSD shall be solely responsible for regional pump charges associated with its or its lessee's use of the VRSD Entitlement. City and VRSD acknowledge and agree that the GMA imposes a penalty on water use above that made available through its allocations and that each entity is solely responsible for its individual penalties or surcharges associated with its or its lessee's respective overuse of groundwater.

g. **Water Availability**. City and VRSD acknowledge that neither City nor VRSD has made any representations, warranties or guarantees with respect to the availability, quantity or quality of any water supplies or sources which may be required by City for the operation of a golf course on the Premises. City acknowledges and agrees that City shall be solely responsible and liable for the acquisition of all water which may be required by City, as well as any and all water necessary for the conduct of its operations on the Premises, at City's sole costs and expense, including, but not limited to, all expenses related to all state or local water fees, charges,

fulfillment of its landfill postclosure subsurface maintenance obligations. VRSD shall notify City of the location of and construction schedule for any new well or other subsurface facility prior to construction of such well or facility on either the Coastal Buffer Parcel or Coastal Landfill Parcel. City shall, at its expense, maintain roads which provide VRSD access to all subsurface maintenance facilities, including maintenance of the access roads which are located on the western, northern and eastern perimeter of the Coastal Landfill Parcel in the same condition as they exist as of the date of this Lease Agreement. City shall, at its expense, maintain or relocate other internal access roads on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel, including the southern perimeter road existing on the Coastal Landfill Parcel as of the date of this Lease Agreement, to provide structurally reinforced all weather access, including cart paths, for VRSD staff and contractors to all subsurface maintenance facilities. All vegetation and golf course landscaping and other improvements shall be kept mowed, trimmed and/or maintained in a fashion that allows VRSD clear, unobstructed access to all such subsurface maintenance facilities and that provides adequate protection against fire hazard. City and VRSD agree that each shall carry out its responsibilities under this Section 18 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

b. **Interference with Recreational Activities**. VRSD shall, to the extent reasonably and commercially practicable, avoid and minimize interference with Specified Recreational Uses. However, it is acknowledged that Specified Recreational Uses related activity may have to be temporarily diverted or stopped to allow VRSD to comply with postclosure regulatory requirements for monitoring and/or maintenance. VRSD shall not, under any circumstances, be responsible for consequential damages related to City's inability to provide recreational uses on the Premises, including any loss of golf course playing time. VRSD shall notify City of VRSD's maintenance schedule and reasonably coordinate its activities with the City's golf course operations. VRSD shall indemnify, defend and hold City harmless for any golf play caused damages or injuries sustained by VRSD employees who are on the Premises while golf is being played.

19. **TITLE**. City acknowledges review, approval and acceptance of the state of the title to the Premises as recorded in the Recorded Official Records of the County of Ventura. City shall not, at any time during the Lease term, encumber City's leasehold interest or VRSD's fee title by deed of trust, mortgage, lien or any other similar security instrument. City hereby agrees to indemnify and hold VRSD and the Premises free and harmless from all liability for any and all liens, mortgages, deeds of trust, claims and demands, including reasonable attorneys' fees, and all costs and expenses in connection therewith.

20. **REPAIRS AND RESTORATION**. City shall assume full responsibility for the maintenance and repair of the Premises except for any facilities owned or operated by the Lessee under the Gas Lease and, further, except for facilities maintained by VRSD in the discharge by VRSD of VRSD's subsurface maintenance of the closed Coastal Landfill, which facilities shall be interpreted to mean all gas migration monitoring and collection wells and piping, all equipment relating to the gas flare

b. **Insurance**. City shall, at its sole cost and expense and at all times during the term of this Lease, maintain in force and effect risk management practices for the benefit of VRSD and City. City's risk management practices include a self-insured retention and excess insurance coverage for general liability. On the date of execution of this Lease Agreement the City is self-insured for comprehensive general liability to a limit of $1,000,000 and has excess insurance coverage of $24,000,000 to a limit of $25,000,000. VRSD finds such practices and City's self-insured retention and excess insurance coverage to be satisfactory. City retains sole discretion to change its risk management practices during the term of this Lease Agreement, provided that such practices provide VRSD with protection from loss which is substantially equivalent to the protection afforded by City's risk management practices in effect on the date of this Lease Agreement. Throughout the term of this Lease Agreement VRSD shall be named as an additional insured under City's excess insurance coverage.

22. **ASSIGNMENT AND SUBLETTING**. As a material component of the consideration for this Lease Agreement, City agrees that City shall not assign or sublease the Premises without VRSD's consent, which can be arbitrarily withheld for any reason whatsoever; and VRSD agrees that VRSD shall not assign its rights or duties under this Lease Agreement without City's consent, which can be arbitrarily withheld for any reason whatsoever. Any net rent paid to City by any assignee or subleasee not consented to by VRSD shall be paid by City to VRSD.

23. **DEFAULT**.

a. **Default by City**. Each of the following events shall be deemed to be an event of default hereunder:

(i) If City shall fail, neglect or refuse to pay any monies due hereunder or under the Agreement for Waste Disposal and/or Water and Wastewater Service Agreement, at the time and in the amount as therein provided, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or

(ii) If City shall fail to commence and thereafter to continuously conduct its operations on the Premises within the times and in the manner herein provided; or fail to use, maintain and operate the Premises as herein required or abandon the property, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or

(iii) If City shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such default, if of a nature which can be cured, continues for more than fifteen (15) days after notice thereof in writing given to City by VRSD (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer

e. **Alternative Dispute Resolution Remedy.**

(1) The parties agree to cooperate to implement this Lease Agreement. In the event of any dispute hereunder, the parties shall meet within five days of a written notice from either party requesting informal dispute resolution. The complaining party shall send such notice prior to initiating arbitration or other remedies available hereunder.

(2) Agreement to Arbitrate Limited Issues: The parties hereto for themselves and for their successors and assigns agree to submit disputes concerning the interpretation or enforcement of rights and duties under sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement to final and binding arbitration in Ventura County, California. Such arbitration shall comply with and be governed by the provisions of the California Arbitration Act contained in *Code of Civil Procedure §§* 1280, et seq., including any subsequent amendments thereto and shall not include the right of discovery. The following matters are excluded from arbitration hereunder:

(a) Any action not concerning the interpretation or enforcement of rights and duties under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement; or

(b) Any claim seeking more than $25,000 in damages or recovery (increased 2% per year during the term of this Lease); or

(c) Any action seeking equitable relief other than declaratory relief as to the meaning of a provision of Sections 8, 9, 10, 11, 14, 16, 17 or 20, provided that any declaratory relief award shall not serve as a precedent controlling a claim seeking more than $25,000 in damages or recovery (increased 2% per year during the term of this Lease).

The prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such arbitration which fees and costs shall not be added to the computation of the monetary jurisdiction limits specified above. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedy shall not constitute a waiver of the right to arbitrate under this provision. With respect to all other issues excluded from arbitration hereunder, the parties may seek all available remedies in the court of competent jurisdiction in the County of Ventura, California.

3. Appointment of Arbitrators: If the parties are unable to agree on a single person to arbitrate such dispute within 15 days after a written demand for arbitration has been served by the demanding party upon the other party, then the selection of an arbitrator shall be made pursuant to the *California Code of Civil Procedure* §§1280, et seq., including any subsequent amendments thereto. The parties shall advance arbitrator's fees, as incurred, proportioned between them as the arbitrator shall determine, but the cost of arbitration shall ultimately be borne entirely by the losing parties or in such other manner as the arbitrator shall decide.

4. Power of Arbitrators: The provisions of this paragraph are an express limitation upon the jurisdiction of the arbitrator, the violation of which constitutes an act by the

maintenance, repair and safety practice or by City performing all of its obligations under this Lease Agreement.

c. **Maintenance of Premises After Termination.** Upon termination of this Lease Agreement, VRSD shall be solely responsible for all liability and expense of the maintenance of the Premises, provided that with respect to termination of the lease of the Coastal Landfill Parcel, VRSD shall comply with all Coastal Landfill Postclosure Maintenance obligations, except for any liability arising from City's negligence, and further provided that, except in the case of termination due to VRSD's default, City shall pay VRSD for all costs, expenses and liabilities incurred by VRSD from the date of termination through December 21, 2025, as a result of any new postclosure maintenance requirement imposed because of development or use of the Premises for Specified Recreational Uses prior to termination, including, but not limited to, additional monitoring of groundwater and/or gas, imposed upon VRSD as a result of the revised Postclosure Plans and/or other regulatory documents relating to the Specified Recreational Uses. In the event of termination arising out of City's decision to not proceed with development of Specified Recreational Uses, City and VRSD, shall cooperate to seek revision of any new postclosure maintenance requirements imposed because of the anticipated development and use of the Premises for Specified Recreational Uses.

25. **HAZARDOUS MATERIALS.** City shall not spray, spread, irrigate, inject, deposit, dispose or otherwise apply under, on or upon the Premises any fertilizer, chemicals, waste products, or other substances which are toxic, hazardous or otherwise inappropriate or illegal for application upon agricultural or horticultural real property, except as reasonably necessary for City to conduct golf course activities on the Premises in accordance with applicable laws, rules, regulations, permit conditions and any manufacturer or supplier guidelines. City shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials, whether injurious by themselves or in combination with other materials. If City breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by City results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which City is legally liable to VRSD for damage resulting therefrom, then City shall indemnify, defend and hold VRSD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space of any amenity of the Premises, damages arising from any adverse impact on developing or marketing the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the Lease Agreement as a result of such contamination.

26. **SERVICE AGREEMENTS.**

a. **Agreement for Waste Disposal.** City performance of all City obligations under the Agreement for Waste Disposal is an express, material obligation of its performance under this Lease Agreement.

(6) Nothing in this Lease Agreement requires VRSD to make such a proposal or prohibits City from entering into a contract for solid waste disposal with a contractor other than VRSD if VRSD does not make such a proposal or if VRSD's proposal is not the lowest total cost alternative for solid waste disposal at a landfill.

(7) City's designee for solid waste hauling or processing may enter into contracts without regard to this Lease Agreement.

27. **CONDEMNATION**. If all or part of the Premises and/or any part of the Coastal Buffer Parcel or the Coastal Landfill Parcel shall be taken or condemned for a public or quasi-public use, all compensation awarded upon such condemnation or taking shall go to VRSD, and City shall have no claim thereto, and City hereby irrevocably assigns and transfers to VRSD any right to compensation or damages or bonus value of the Lease Agreement to which City may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, however, that in any condemnation proceeding in which City is not the condemning agency, any portion of said compensation or damages attributable to golf course improvements on the Premises constructed by City shall be paid to City up to the total actual cost of construction incurred by City.

28. **MISCELLANEOUS**

a. **Notices**. All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested (in which event such notice shall be deemed given two (2) days after the date of deposit in the mail), and addressed as follows:

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

VRSD:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attention: General Manager

as to their respective reasons for agreeing to such a deletion, and no prior draft of this Agreement shall be admissible as evidence of the meaning of this Agreement.

h. **Construction**. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

i. **Time Is of The Essence**. Time is of the essence in this Agreement, and all deadlines shall be strictly adhered to, unless otherwise provided herein. Any failure or refusal to timely perform any action or duty, no matter how minor or trivial the delay may be, but subject to any applicable grace period, shall be deemed a material breach of this Agreement.

j. **Governing Law**. This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

k. **No Waiver**. The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded. Any provision of this Agreement may be waived by the party for whose benefit it is made, but no waiver shall be effective unless it is in writing and signed by the waiving party or an authorized representative of the waiving party.

l. **Representation**. The parties hereby acknowledge that each has been represented by independent counsel in negotiation of this Agreement. VRSD has been represented by Mark A. Zirbel, a member of the firm of Arnold, Mathews, Wojkowski & Zirbel, and City has been represented by Gary L. Gillig, City Attorney. The counsel representing each party was of his or her own choosing and this Agreement has been read by the parties and has been explained to them by their respective counsel as to its meaning and legal consequences. The parties have reviewed this Agreement with their respective counsel and have received from their respective counsel satisfactory answers and explanations regarding all matters contained herein as to which they may have had any questions whatsoever. This Agreement or any provision hereof shall be fairly interpreted and shall not be construed strictly against either party on the basis that either party is the drafter of this Agreement or any specific provision hereof.

r. **No Third Party Benefitted**. Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

s. **Amended and Restated Lease**. This Lease Agreement replaces and completely supercedes the Golf Course Lease and Landfill Postclosure Maintenance Agreement made by VRSD and City November 14, 2000. This Lease Agreement also replaces and completely supercedes the Golf Course Stockpile Site Lease made by VRSD and City July 1, 2001, and said Stockpile Site Lease shall be deemed terminated effective June 30, 2002; provided, that the provisions of Section 24 of said Stockpile Site Lease shall remain in effect. City shall be entitled to maintain the soil stockpile located on the Coastal Buffer Parcel as of June 30, 2002 for use in preparing the Premises for Specified Recreational Uses.

"VRSD"

VENTURA REGIONAL SANITATION DISTRICT

By: _____
David Bury, Chairman
Board of Directors

ATTEST:
Rhonda Catron, Clerk of the Board

"City"

CITY OF OXNARD

By: _____
Dr. Manuel M. Lopez, Mayor

APPROVED AS TO FORM:
Mark A. Zirbel,
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

APPROVED AS TO FORM:
Gary L. Gillig, City Attorney

VRSD\General\Documents\ Oxnard Lease3

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT B (BAILARD BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Westerly terminus of the third course of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county; thence along the boundary of said Deed recorded in Book 4445, Page 904, South 1° 27' 16" West 350.15 feet to the True Point of Beginning; thence continuing along the boundary of Parcel A per said Deed in Book 4445, Page 904 the following 5 courses,

1st: North 89° 45' 45" East 85.54 feet to a point; thence,

2nd: South 1° 27' 16" West 138.48 feet to a point; thence,

3rd: Southerly and Southwesterly along a curve concave Northwesterly, having a radius of 1415.58 feet at a central angle of 37° 14' 52", the radial of which at said point bears North 76° 36' 31" West, an arc distance of 920.26 feet to a point; thence,

4th: South 50° 47' 01" West 399.53 feet to a point; thence,

5th: Southwesterly along a tangent curve concave Southeasterly, having a radius of 1575.00 feet and a central angle of 21° 40' 00", an arc distance of 599.72 feet to a point in the Westerly line of said Parcel B; thence Northerly along the Westerly line of said Parcel B,

6th: North 1° 15' 41" East 1610.81 feet to the Southwesterly corner of that certain Deed recorded in Book 4437, Page 688 of Official Records in the Office of the County Recorder of said county; thence Easterly along the Southerly line of last said Deed,

7th: North 89° 45' 45" East 1053.58 feet to the True Point of Beginning.

GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT D
(COASTAL LANDFILL PARCEL)

Parcel 1 (Landfill)

Fee simple title in and to a portion of Parcel A of Subdivision No. 4 of the Rancho El Rio de Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the Office of the Ventura County Recorder in Book 3, Page 44, of Miscellaneous Records, described as follows:

Beginning at the Southwest corner of the property deeded to the City of Oxnard and described in Book 3290, Page 40 of Official Records of said County, said point being the Westerly terminus of the sixth course of Annexation No. 68-10 to said City as filed with the Secretary of State on July 8, 1968; thence Northerly 115 feet along the seventh course of said annexation to the True Point of Beginning; thence,

1st: South 87° 47' 14" West 1194.27 feet; thence,

2nd: South 1° 27' 42" West 177.54 feet; thence,

3rd: South 51° 41' 00" West 119.00 feet; thence,

4th: Southerly along a curve concaved Westerly having a central angle of 3° 48' 56", radial bearing of South 71° 32' 56" East and radial distance of 1721.73 feet. This same curve has an arc distance of 114.66 feet to a point in the Westerly line of said parcel "A", (3 M.R. 44) thence,

5th: South 1° 15' 50" West 1926' along the Westerly line of Parcel "A"; thence along a line parallel to the Southerly line of said Parcel "A",

6th: East 1321.98 feet more or less to a point in the East line of Parcel "A", (3 M.R. 44) said point also lying in the Southerly prolongation of the Westerly line of Parcel "B" of Annexation to the City of Oxnard 77-4 as filed with the Secretary of State on November 7, 1978; thence along said Southerly prolongation and the Westerly line of said annexation,

7th: North 1° 15' 50" East 2325.22 feet to the True Point of Beginning and containing approximately 69.3 acres.

EXHIBIT D-1

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

2015 DEC -3 PM 1:12

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("**City**"), and Ventura Regional Sanitation District ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the "**Services**").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

COUNCIL APPROVED
11/17/15 I-1 (A)
DATE

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $75,050.91 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under 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.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. 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 the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. 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 Indemnified Party 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. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL LLP

MARK ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

JOSIE GUZMAN
Clerk of the Board

VENTURA REGIONAL SANITATION DISTRICT

RICK NEAL, Chairman

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance TS

Fiscal Technician _____

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

$1,800.00									
Mileage $560.00							$60	$ 1.00	$560.00
Subtotal									$9,915.00
	Gas Collection System and Flare Operation & Maintenance	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**
Labor $5,570.00	Landfill Gas Condensate Sump maint.	Senior Solid Waste Worker	8	4	32	$ 99.00			$ 3,168.00
	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00			$ 1,760.00
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		$ 11,000.00
Outside Contracted Service $7,309.54	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum		$ 2,379.34
	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		4			4	$ 138.00	$552.00
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,089.00	$ 1,089.00
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,886.20	$ 2,886.20
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Only	$ 175.00	$ 700.00
Equipment rental $150.00	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00
Utility $2,880.00	Electricity billing	SCE utility		12				$ 240.00	$ 2,880.00
Mileage $320.00							320	$ 1.00	$320.00
Subtotal									$27,220.54
	Gas Collection System Monitoring	**Position**	**Time (Hours)**	**Frequency**	**Total Hours**	**Hourly Rate**	**Unit(s)**	**Unit Cost**	**Total Cost**
Labor $9,792.00	Well-field balancing (monthly)	Engineering Technician	8	12	96	$ 102.00			$ 9,792.00
Mileage $480.00							480	$ 1.00	$480.00
Subtotal									$30,272.00
Grand Total									$75,050.81

AMENDMENT NO. 5
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS FIFTH AMENDMENT ("Fifth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30 day of June, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq*. ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment); and

F. On May 16, 2019, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Fourth Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-5.

G. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as

COUNCIL APPROVED
6/30/2020 K9
DATE

previously modified Paragraph 2 of the Second Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2021. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

2. The following language shall be added at the end of Section 10 (Permits, Licenses, Certificates) in the Agreement:

"The Parties agree that Consultant shall be responsible for no more than twenty-five percent (25%) of the annual permit fee charged by the State Water Resources Control Board to the City. City may request the Consultant, by invoice, to pay its 25% share of the State Water Resources Control Board annual permit fee for the closed Santa Clara and Coastal Landfills. The Consultant shall have thirty (30) business days from the receipt of such invoice to remit payment to the City."

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015 and expire on June 30, 2021."

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $618,743.91 for the Services at rates provided in **Exhibit B-5** attached hereto and incorporated herein by this reference."

5. As so amended, the Agreement remains in full force and effect.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By Bert E Perello
BERT PERELLO
Chairman of the Board

ATTEST:

By Juliet Rodriguez
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By Chris Theisen
Chris Theisen (May 7, 2020)
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By Tim Flynn 6/30/20
TIM FLYNN
Mayor

ATTEST:

By Michelle Ascencion 6/30/2020
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By
STEPHEN FISCHER
City Attorney

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY21 PROPOSED CUSTOMER BUDGET

Project Number	Account			Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular	Account Total---	$26,352			
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring			66	$107	$7,062
	51010 Engineer LFG Perimeter Probe & Structure Monitoring			12	$131	$1,572
	51010 Engineering Technician LFG Surface Monitoring & Reporting			4	$107	$428
	51010 Engineering Technician LFG Surface Monitoring & Reporting			40	$107	$4,280
	51010 Engineer Gas Collection System and Flare Operation &			16	$131	$2,096
	51010 Engineering Technician Gas Collection System and Flare Operation &			6	$107	$642
	51010 Engineering Technician Gas Collection System Monitoring			96	$107	$10,272
52079	Environmental Consultants	Account Total---	$32,175			
	52079 Landfill Surface Emission Monitoring			2	$3,850	$7,700
	52079 Semiannual GW Monitoring Events & Reports			2	$8,625	$17,250
	52079 Gas Flare Source Test			2	$2,200	$4,400
	52079 Semiannual Flare Assessment			2	$1,137	$2,273
	52079 Quarterly LFG Sampling			4	$138	$552
52150	Permits, Licenses and Fees	Account Total---	$2,415			
	52150 VCAPCD			1	$1,725	$1,725
	52150 SWRCB			1	$690	$690
52155	Lab Services and Supplies	Account Total---	$20,700			
	52155 Semiannual GW Analytical Lab Services			2	$10,350	$20,700
52185	Operating Supplies	Account Total---	$8,878			
	52185 Flare Maintenance & Repair Supplies			2	$4,025	$8,050
	52185 Calibration Gas (Oxygen & Methane)			2	$207	$414
	52185 Calibration Gas (Zero Air & Methane)			2	$207	$414

52186	Other Operating Services		Account Total---	$700			
		52186 Maintain City's Air Compressor (Quarterly)			4	$175	$700
52197	Utilities		Account Total---	$2,880			
		52197 Electricity			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total---	$150			
		52220 Manlift			2	$75	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total---	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			2	$250	$500
60598	Fund Transfer Out-FLEET		Account Total---	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500

Project 411500 Total--- $97,960

Total for this report--- $97,960

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: Brad E Persell Date: 5-7-20
Approval to Start Project

VRSD Contract No. 15-0127
City of Oxnard Agreement No. 7167-15-CM

SIXTH AMENDMENT TO CONSULTING SERVICES AGREEMENT

This Sixth Amendment ("Sixth Amendment") to the Consulting Services Agreement related to landfill gas monitoring and reporting at the closed Santa Clara Landfill, which is owned by the City of Oxnard, ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of May, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). This Sixth Amendment amends the Agreement entered into on June 8, 2015, by City and Consultant. The Agreement previously has been amended on April 11, 2017, by a First Amendment, on November 2, 2018, by a Second Amendment, on March 5, 2019, by a Third Amendment, on May 16, 2019 by a Fourth Amendment, and on June 30, 2020 by a Fifth Amendment

City and Consultant agree to this Sixth Agreement as follows:

1. The following language shall replace the original provisions in the Agreement as previously modified by Paragraph 2 of the Second Amendment:

"8. Time for Performance

The Services to be performed under this Agreement shall be completed by June 30, 2022. City agrees to amend the time for performance or termination date whenever the Consultant is delayed by action or inaction of the City or other reasonable cause and Consultant promptly notifies Manager of such delay or need for additional time to complete performance under the terms and conditions of the Agreement, as amended."

2. The following language shall replace the original provision of Section 12 in the Agreement, as previously modified by the Second Agreement:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015 and expire on June 30, 2022."

3. The following language shall replace the original provision of Section 14.a in the Agreement, as previously modified by the Second Agreement

"14. Compensation

a. City agrees to pay Consultant a total compensation amount not to exceed $718,558.91 for the Services rates provided in **Exhibit B-5** attached hereto and incorporated herein by this reference"

COUNCIL APPROVED
05-04-2021 K3
DATE

4. As so amended, all other terms and conditions of the Agreement remain 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

John C. Zaragoza 5-4-21

■ John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

VENTURA REGIONAL SANITATION DISTRICT

_____ _____
Jim Friedman, Date
Chairperson of the Board

_____
Juliet Rodriguez Date
Clerk of the Board

ATTEST:

R. Chaparro 5/4/21

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

APPROVED AS TO FORM:

for 4/13/21

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

APPROVED AS TO FORM:

_____ _____
Robert N. Kwong Date
District General Counsel
Arnold LaRochelle Mathews VanConas & Zirbel, LLP

1

DocuSign Envelope ID: 3192EE2D-2398-4C02-ABBF-926E17DF98E6

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

CITY OF OXNARD

John C. Zaragoza 5-4-21

John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

VENTURA REGIONAL SANITATION DISTRICT

DocuSigned by:
Jim Friedman 6/21/2021
4DGE6B69D80D420...

Jim Friedman, Date
Chairperson of the Board

DocuSigned by:
Juliet Rodriguez 6/21/2021
C0D7EB09C8C5431...

Juliet Rodriguez Date
Clerk of the Board

ATTEST:

R. Chaparro 5/4/21

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

APPROVED AS TO FORM:

for 4/13/21

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

APPROVED AS TO FORM:

DocuSigned by:
Robert N Kwong 6/22/2021
015B645A5FCA402...

Robert N. Kwong Date
District General Counsel
Arnold LaRochelle Mathews VanConas & Zirbel, LLP

1

DocuSign Envelope ID: 3192EE2D-2398-4C02-ABBF-926E17DF98E6

EXHIBIT B-5

AMENDMENT NO. 6 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
FY19 Proposed Customer Budget	$99,987.00
FY20 Proposed Customer Budget	$102,568.00
FY21 Proposed Customer Budget	$97,960.00
FY22 Proposed Customer Budget	$105,124.00
	$723,867.91

(See FY22 detail on the following pages.)

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY22 PROPOSED CUSTOMER BUDGET

DocuSign Envelope ID: 3192EE2D-2398-4C02-ABBF-926E17DF98E6

Project Number	Account			Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular	Account Total---	$31,028			
	51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring			66	$128	$8,448
	51010 Engineer LFG Perimeter Probe & Structure Monitoring			12	$139	$1,668
	51010 Engineering Technician LFG Surface Monitoring & Reporting			4	$128	$512
	51010 Engineering Technician LFG Surface Monitoring & Reporting			40	$128	$5,120
	51010 Engineer Gas Collection System and Flare Operation &			16	$139	$2,224
	51010 Engineering Technician Gas Collection System and Flare Operation &			6	$128	$768
	51010 Engineering Technician Gas Collection System Monitoring			96	$128	$12,288
52079	Environmental Consultants	Account Total---	$32,175			
	52079 Landfill Surface Emission Monitoring			2	$3,850	$7,700
	52079 Semiannual GW Monitoring Events & Reports			2	$8,625	$17,250
	52079 Gas Flare Source Test			2	$2,200	$4,400
	52079 Semiannual Flare Assessment			2	$1,137	$2,273
	52079 Quarterly LFG Sampling			4	$138	$552
52150	Permits, Licenses and Fees	Account Total---	$3,048			
	52150 VCAPCD			1	$1,725	$1,725
	52150 Misc Permits			1	$690	$690
	52150 SWRQCB Permit			1	$633	$633
52155	Lab Services and Supplies	Account Total---	$20,700			
	52155 Semiannual GW Analytical Lab Services			2	$10,350	$20,700
52185	Operating Supplies	Account Total---	$8,878			
	52185 Flare Maintenance & Repair Supplies			2	$4,025	$8,050
	52185 Calibration Gas (Oxygen & Methane)			2	$207	$414
	52185 Calibration Gas (Zero Air & Methane)			2	$207	$414

52186	Other Operating Services		Account Total---	$700			
		52186 Maintain City's Air Compressor (Quarterly)			4	$175	$700
52197	Utilities		Account Total---	$2,880			
		52197 Electricity			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total---	$150			
		52220 Manlift			2	$75	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total---	$3,798			
		60594 GEM Gas Monitor			4	$342	$1,368
		60594 Mule - Portable Vehicle			4	$420	$1,680
		60594 Misc Supplies/Hardware			2	$375	$750
60598	Fund Transfer Out-FLEET		Account Total---	$1,770			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$2	$720
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$2	$300
		60598 Mileage - Gas Coll Sys Monitoring			500	$2	$750
			Project 411500 Total---	$105,127			
			Total for this report---	$105,127			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

DocuSign Envelope ID: 3192EE2D-2398-4C02-ABBF-926E17DF98E6

VRSD Contract No. 15-0127
City of Oxnard Agreement No. 7167-15-CM

SEVENTH AMENDMENT TO CONSULTING SERVICES AGREEMENT

This Seventh Amendment ("Seventh Amendment") to the Consulting Services Agreement (VRSD Contract No. 15-0127; City of Oxnard Agreement No. 7167-15-CM) related to landfill gas monitoring and reporting at the closed Santa Clara Landfill, which is owned by the City of Oxnard, ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of May, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a special district formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant").

This Seventh Amendment amends the Agreement entered into on June 8, 2015, by City and Consultant. The Agreement previously has been amended on April 11, 2017, by a First Amendment, on November 2, 2018, by a Second Amendment, on March 5, 2019, by a Third Amendment, on May 16, 2019, by a Fourth Amendment, on June 30, 2020, by a Fifth Amendment, and on June 21, 2020, by a Sixth Amendment.

City and Consultant agree to the following terms and conditions set forth in this Seventh Agreement to the Consulting Services Agreement:

1. The following language shall replace the original provisions in the Agreement, Section 8. Time for Performance as previously modified by Paragraph 2 of the Second Amendment:

> "8. Time for Performance
>
> The Services to be performed under this Agreement shall be completed by June 30, 2025, if extended. City agrees to amend the time for performance or termination date whenever the Consultant is delayed by action or inaction of the City or other reasonable cause and Consultant promptly notifies Manager of such delay or need for additional time to complete performance under the terms and conditions of the Agreement, as amended."

2. The following language shall replace the original provision of Section 12 in the Agreement, as previously modified by the Second Agreement:

> "12. Term of Agreement
>
> This Agreement shall begin on July 1, 2015 and expire on June 30, 2023 unless terminated sooner by either party, with the option of two additional one year extensions upon the written agreement of both parties."

COUNCIL APPROVED
05/17/2022
DATE

3. The following language shall replace the original provision of Section 14.a in the Agreement, as previously modified by the Second Agreement

"14. Compensation

a. City agrees to pay Consultant a total compensation amount not to exceed $1,150,000 for the Services rates provided in **Exhibit B-5** attached hereto and incorporated herein by this reference. Annual increases for subsequent years of Labor and Equipment Rates shall be equal to the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Services and supplies will be charged at cost plus 15%.

4. As so amended, all other terms and conditions of the Agreement, as modified, remain 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

5-17-2022

☑ John C. Zaragoza, Mayor [1] Date

☐ Alexander Nguyen, City Manager

☐ Jennifer Yates, Purchasing Manager

☐ _____, Buyer

VENTURA REGIONAL SANITATION DISTRICT

Laura D. Hernandez 04/22/22

Laura D. Hernandez (Apr 22, 2022 10:31 PDT)

Laura Hernandez, Chairperson Date

Juliet Rodriguez 04/25/22

Juliet Rodriguez (Apr 25, 2022 06:22 PDT)

Juliet Rodriguez Date

Clerk of the Board

ATTEST:

5/17/22

Rose Chaparro, City Clerk Date

(only if Mayor signs)

APPROVED AS TO FORM:

4-26-22

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

APPROVED AS TO FORM:

04/25/22

Robert Kwong (Apr 25, 2022 12:02 PDT)

Robert N. Kwong Date

District General Counsel

Arnold LaRochelle Mathews VanConas & Zirbel, LLP

1

EXHIBIT B-5

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$85	$128	$58	$87
CA	601	Fiscal Assistant	$82	$123	$56	$84
CA	605	Senior Fiscal Assistant	$82	$123	$56	$84
CA	208	Executive Assistant/Clerk of the Board	$107	$161	$74	$111
CA	112	Safety Officer	$135	NA	$96	NA
CA	607	Accountant	$130	NA	$79	NA
CA	608	Senior Accountant	$130	NA	$117	NA
CA	111	Human Resources Manager	$146	NA	$102	NA
CA	502	Director of Finance	$209	NA	$153	NA
CA	501	General Manager	$234	NA	$172	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$128	$192
WWW	207	Administrative Assistant	$84	$126	$128	$192
WWW	909	W/WW Helper	$82	$123	NA	NA
WWW	908	W/WW Worker	$101	$152	$142	$213
WWW	911	Electrical/Mechanical Worker	$110	$165	$154	$231
WWW	916	W/WW Operator in Training	$110	$165	$154	$231
WWW	905	W/WW Treatment Operator I	$110	$165	$154	$231
WWW	906	W/WW Treatment Operator II	$110	$165	$154	$231
WWW	910	W/WW Treatment Operator III	$110	$165	$154	$231
WWW	913	W/WW Treatment Operator IV	$110	$165	$154	$231
WWW	914	W/WW Treatment Operator V	$110	$165	$154	$231
WWW	450	Environmental Resource Analyst	$127	$191	$191	$287
WWW	901	Instrumentation Technician	$128	$192	$164	$246
WWW	915	Electrical & Instrumentation Control Supervisor	$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	$139	NA	$161	NA
WWW	723	W/WW Operations Superintendent	$156	NA	NA	NA
WWW	950	Operations Manager	$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	$110	$165	$154	$231
SW	314	Engineering Technician	$128	$192	$164	$246
SW	320	Engineer	$139	NA	$161	NA
SW	315	Senior Engineer	$139	NA	$161	NA
SW	319	Senior Engineering Technician	$139	$209	$164	$246
SW	506	Director of Operations	$166	NA	$138	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services, Materials and Supplies 15%

EXHIBIT B-5

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES-PROPOSED
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Air Compressor				$154.50		
Airless Sprayer Epic 660E				$54		
Bulldog Nozzle		$39				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$77.25		
Compressor, Air				$154.50		
Computer, Laptop				$77.25		
Concrete Mixer				$77.25		
Confined Space Tripod/Harness System w/air blower				$77.25		
Debris Catcher				$39		
Digital Manometer		$1.55				
Epoxy Injection Machine				$479		
Fleet Vehicle Use (mileage)	$1.55					
Fuel Filtering System				$85		
Gas Analyzer (GEM)						$352
Gas Scope (meter)		$31				
Generator - 2kw				$39		
Generator - 5kw				$39		
Generator - 70kw				$154.50		
Grunfos Control Box		$23				
Laptop computer				$77.25		
Laser Alignment Equipment				$116		
Lateral Camera (use = each lateral)		$154.50				
Load Bank				$70		
Locator (or metal detector)				$39		
Manhole Rehab Equipment = $100.40/vertical foot		$100.40/vft				
Metal Detector (Locator)				$39		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$31				
Mule (ATV)						$433
Oil System				$62		
Peristolic Pump		$31				
pH, Field Tests		$8				
Polymixer						$201
Portable Hydrorodder				$579		
Portable Welder				$31		
Pressure Washer			$8	$62		
Pressure Washer - High Pressure/Hot Water				$85		

EXHIBIT B-5

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Pulse Air System				$85		
Pump - 3" Pump				$62		
Pump - 4" Godwin				$154.50	$865	$3,476
Pump - 4" Trailer-Mounted Pump				$93	$519	$2,086
Pump - Dewatering Pump (Potable)				$77.25	$232	$618
Pump - Diaphragm Pump				$154.50	$865	$3,476
Pump - King Pump				$154.50	$865	$3,476
Pump - Trash Pump, 6"				$154.50	$865	$3,476
Pumper Trailer				$77.25		
Push Camera				$116		
Root Saw or Chain Scraper				$39		
Sampler - Automatic (ISCO)		$46				
Sandblaster				$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$46-$201		
Sprayer, Airless and Manhole				$155		
Sprayer, Extreme Airless				$386		
Test Bench, Water (Ford)						$386
Traffic Control Items (cones/signs)				$46		
Vactor with Chase Truck (for traffic control) *			$116	$892		
Vactor without Chase Truck *			$96	$850		
Vacuum Truck *				$487		
Vehicle - MULE (all terrain vehicle)						$433
Vehicle - Standby Truck w/crane, pump, & tank		$39				
Vehicle or Forklift				$39		
Vehicle #2148 (Assigned to TWSD)						$839
Vehicle #2149 (Assigned to TWSD)						$1,597
Vehicle #2131 (Assigned to TWSD)						$639
Video Inspection Vehicle (TV Van) *				$487		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$93		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Bailers & Disposable supplies (filters)		$23				
Consumables				$5		
Float Switch		$82				
Float Weight		$15				

AGREEMENT/AMENDMENT REVIEW FORM

Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: Ventura Regional Sanitation District **Agreement No:** 7167-15-CM

Address: 1001 Partridge Dr. Ventura, CA 93003

Contact Name: Richard Jones Email: richardjones@vrsd.com Phone: 805-658-4642 INS- ___

Committee Date: April 26, 2022 Council Date: May 17, 2022

Committee Agenda #: 2022-1909 Council Agenda #: 2022-1909

Department: Golf

Project Manager: Steve Howlett

Phone: 805-385-7900

Email: steve.howlett@oxnard.org

Type of Agreement: TSA

Business Tax Cert No. N/A

Secretary of State ID: N/A

Agreement Term: 8 years

Termination Date: June 30, 2025, if extended

Bid No.: ___

Contingency Requested: $ 0

EISPM Funds [1] Requested: $ 0

Value of Agreement : $ 718,558.91

Amendment No: 7

Value of Amendment: $ 431,441.09

Current Agr. Val. (w/amendments) $ 1,150,000

P.O. No. (if existing agreement): 5677

Req. No. (if new agreement): N/A

Funding Source: Golf

Account No.[2]: 651-6402-842-8209

NSS Control #: N/A

Purpose of Agreement/Amendment: Annual extension and funding of VRSD for gas and water of closed Santa Clara Landfill that is located beneath River Ridge Golf Course Funding FY 22-23

Review Sequence (please write in N/A for any steps not required)

		Initials	Date
1.	Project Manager	N/A	
2.	Division Manager	N/A	
3.	Assistant Department Director	SH (May 3, 2022 10:43 PDT)	May 3, 2022
4.	Department Director	MJW	May 3, 2022
5.	General Accounting (for Leases only)	N/A	
6.	Budget Management		May 5, 2022
7.	Risk Management[3]	N/A	
8.	City Attorney	signed amendment	
9.	Contractor/Vendor/Consultant (signs contract; no need to initial this form)		
10.	Buyer[5]	N/A	
11.	Purchasing Manager[6]	Jerry (May 5, 2022 17:32 PDT)	May 5, 2022
12.	City Manager/ACM[7]	N/A	
13.	Mayor[8]		
14.	City Clerk[9]		

v2 Rev. 04/26/21

VRSD CONTRACT NO: 00-023

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT BY AND BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND CITY OF OXNARD

DATED: November 14, 2000

GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT
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GOLF COURSE LEASE
AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT

THIS GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT ("this Lease Agreement") is made and entered into this 14th day of November, 2000, by and between the VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and the CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City"). The purpose of this Lease Agreement is to lease the property described below, including a closed landfill parcel, to City so that City, at its sole expense, may design, permit, construct, and operate a public golf course on the property; to provide that City assume responsibility for maintaining the surface of the property and for expenses incurred by VRSD as a result of City's development and use of the property as a golf course; to provide that VRSD retain responsibility for monitoring and maintaining the subsurface portion of the property; and to provide consideration to VRSD and City in the form of additional covenants and agreements, with all of the above generally described provisions being more particularly described and established below. This Lease Agreement provides for a conveyance from a governmental agency to a governmental agency and is exempted by Government Code Section 66428(a)(2) from any requirement for a parcel map.

1. DEFINITION OF TERMS. As used in this Lease Agreement, the following terms have the meanings set forth below:

a. "Agreement for Waste Disposal" shall mean the Agreement for Waste Disposal at Toland Road Landfill between VRSD and City in the form attached hereto as Exhibit "E", which shall be executed concurrently with this Lease Agreement.

b. "Bailard Buffer Parcel" shall mean that certain real property owned by VRSD and located west of Victoria Avenue and east of the Bailard Landfill as more particularly described in Exhibit "B" and illustrated on Exhibit "A".

c. "Closure Plan" shall mean the Coastal Sanitary Landfill Final Closure Plan prepared by VRSD in September, 1991, and approved by the California Integrated Waste Management Board.

d. "Coastal Buffer Parcel" shall mean that certain real property owned by VRSD and located east of Victoria Avenue and west of the Coastal Landfill Parcel as more particularly described in Exhibit "C" and illustrated on Exhibit "A".

e. "Coastal Landfill Parcel" shall mean that certain real property owned by VRSD located west of the Santa Clara Landfill Parcel as more particularly described in Exhibit "D" and

illustrated on Exhibit "A". "Coastal Landfill" shall mean the landfill located on the Coastal Landfill Parcel.

f. "Construction work on Premises relating to the development of the golf course" shall mean the movement of equipment and personnel onto the Premises to begin altering the surface or building improvements or installing facilities or landscaping relating to the development of the golf course described in the Specific Plan. This term shall not mean any work undertaken to cover the landfill gas collection system, as described in Section 10a, with soil prior to initiation of such "Construction work on Premises relating to the development of the golf course".

g. "Landfill Cover System" shall mean the landfill cover system constructed over the top of the closed Coastal Landfill as that system actually exists on the date of this Lease Agreement. The Landfill Cover System design is described and illustrated in the Closure Plan and represented in the as built closure plans prepared by VRSD for the Coastal Landfill. A typical cross section of the Landfill Cover System design is illustrated on Exhibit G. The actual dimensions of this system existing on the date of this Lease Agreement may vary from the illustrated design. For example, VRSD makes no representation as to the depth of the topsoil layer of the cover system as of the date of this Lease Agreement, acknowledging that the cover system may have changed due to differential settlement, erosion or other factors.

h. "Northwest Golf Course Community Specific Plan" or "Specific Plan" shall mean that Specific Plan approved by the City July, 1999.

i. "Northwest Golf Course Community Specific Plan EIR" or "Specific Plan EIR" shall mean that Final Environmental Report (State Clearinghouse No. 97031009) certified by City July, 1999.

j. "Postclosure Plan" shall mean the Coastal Sanitary Landfill Postclosure Maintenance Plan prepared by VRSD October, 1991, and approved by the California Integrated Waste Management Board.

k. "Premises" shall mean (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel.

l. "Santa Clara Landfill Parcel" shall mean that certain real property owned by City east of the Coastal Landfill Parcel which is illustrated on Exhibit "A".

m. "Subsurface" shall mean the land lying below the top of the clay liner portion of the Landfill Cover System constructed on the Coastal Landfill Parcel.

n. "Subsurface Maintenance Facilities" shall mean landfill improvements whether located on top of or below the surface of the Coastal Landfill that directly relate to maintenance or mitigation of subsurface landfill conditions. Such facilities shall include all landfill gas

collection and monitoring wells, all water quality monitoring wells, all landfill gas collection system piping, valves, and related equipment, the entire landfill gas flare system, all flare station landscaping growing inside the fence surrounding the flare station, all condensate collection tanks and any other improvement physically connected to subsurface landfill maintenance improvements. "Subsurface Maintenance Facilities" shall not mean any roads or drainage improvements.

o. "Surface" shall mean the land lying on top of the Coastal Landfill Parcel including the soil above the top of the clay liner portion of the Landfill Cover System. "Surface" shall not be interpreted to include "Subsurface" or "Subsurface Maintenance Facilities."

p. "Water and Wastewater Services Agreement" shall mean the Agreement for Water and Wastewater Services between VRSD and City in the form attached hereto as Exhibit "F", which shall be executed concurrently with this Lease Agreement.

2. **PREMISES**. Pursuant to the terms, conditions and covenants hereof, VRSD hereby leases to City, and City leases from VRSD the Premises. All references to the "Premises" shall be understood to include both the surface of the Coastal Landfill Parcel and the Coastal Buffer Parcel unless only one of these parcels is expressly specified in any provision of this Lease Agreement.

3. **TERM**.

a. **Term**. This Lease Agreement shall become effective on the date first stated above and the term shall commence thereon; provided, however, that where this Lease Agreement makes specific provision for the date of commencement and/or termination of certain rights and/or responsibilities, those specified dates shall control the timing of the referenced rights and/or responsibilities. This Lease Agreement shall continue in effect until December 31, 2099, unless terminated earlier in accordance with the provisions below.

b. **Condition Precedent**. Notwithstanding any other provision hereof, this Lease Agreement shall not become effective until the plaintiffs in the action in the United States District Court entitled *Gutierrez et al. v. City of Oxnard* (Case No. CV 99 10961 JSL) have dismissed VRSD with prejudice from the litigation.

c. **Survival of Certain Provisions**. Any right and/or obligation of either or both parties expressly stated to survive the termination of this Lease Agreement shall survive such termination.

4. **RENT**.

a. **Base Rent**. Commencing on the date first stated above and continuing thereafter during the term of this Lease Agreement, on or before December 1 of each year, City shall pay VRSD One Dollar ($1) per year as the Base Rent.

b. **Other Consideration**. In addition to the Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising under this Lease Agreement, and City shall fully execute, concurrently herewith, and perform all of City's obligations arising under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement. City expressly acknowledges that VRSD would not have made this Lease Agreement unless City had agreed to the Agreement for Waste Disposal and the Water and Wastewater Services Agreement.

5. **USE OF PROPERTY**. During the term of this Lease Agreement, City shall use and occupy the Premises solely to construct and use certain golf course related structures as set forth below and to construct and operate the playing area of a public golf course as an extension of the City owned River Ridge Golf Course as described in the Northwest Community Specific Plan, subject to the terms and conditions herein. Any other use is prohibited. City shall not construct or allow the construction or placement of any buildings or permanent enclosed structures on the Coastal Landfill Parcel except for golf course restrooms, golf course snack shops with open air seating, unenclosed shelters for golfers, and a golf course maintenance facility, provided such improvements are designed and constructed to withstand differential settlement of their foundations and to prevent the trapping or accumulation of landfill gas, and provided that such improvements are approved (including issuance of all required permits) by the CIWMB and all other responsible regulatory agencies. City shall not disrupt or allow the disruption of the Landfill Cover System or any material lying within four feet of the waste buried in the Coastal Landfill Parcel. Without limiting the foregoing, City agrees City shall not, under any circumstances, dig into, drill through or otherwise impair the compacted clay liner portion of the Landfill Cover System. City shall not permanently take any dirt or earthen material off either the Coastal Landfill Parcel or the Coastal Buffer Parcel; provided, however, that City may move dirt from the Coastal Buffer Parcel to the Coastal Landfill Parcel. Notwithstanding this Section 5 or any other provision of this Agreement, all rights granted by VRSD to City with respect to City's use and occupancy of the Premises are, and shall remain, fully subject to the rights of the Lessee under the Gas Lease (as such terms are defined in Section 10a of this Lease Agreement).

6. **CONDITION OF PREMISES**.

a. **Acceptance of Premises**. City hereby acknowledges that it has fully inspected the Premises, and all improvements thereon, and accepts the same in its present condition "as is." VRSD makes no guarantees, warranties or representations regarding the fitness of the Premises for development as a golf course or whether any of the activities contemplated hereunder can be undertaken without conflicting with or impairing any rights of the Lessee under the Gas Lease or causing VRSD to violate any of its covenants or obligations under the Gas Lease. City acknowledges that it will be relying solely on its own investigations, studies, and expert review concerning the condition of the Premises, its zoning and land use designation, its potential for development, and any and all environmental, hydrogeologic or geologic conditions.

b. **Landfill Impacts**. City further acknowledges that the Premises is located on or adjacent to a closed solid waste landfill and, as such, the Premises may be subject to certain

conditions, including, but not limited to, significant differential settlement of the surface, venting of landfill gas through the surface, subsurface migration of landfill gas, chemicals, liquid substances and other compounds, contamination of groundwater beneath and adjacent to the landfill and all other environmental impacts associated with a closed landfill. Specifically, City acknowledges that the surface of the Coastal Landfill Parcel is settling at a non-uniform rate as the waste buried below the surface decomposes. Settlement of the surface can be expected to occur throughout the term of this Lease Agreement and this condition will require City to fill in cracks and voids and engage in constant maintenance of any and all paths, piping, utility conduits, fencing, landscaping, drainage features, golf course tees, fairways, greens, and other improvements on the Premises. City and VRSD agree that City shall carry out such responsibilities without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. City acknowledges that landfill gas, including methane gas and other hazardous gases, generated by the decomposing waste buried beneath the surface of the Coastal Landfill Parcel migrates laterally subsurface and also vents vertically through cracks in the surface of the ground. The generation of landfill gas and the migration and venting of this gas can be expected to occur throughout the term of this Lease Agreement. City further acknowledges that the Coastal Buffer Parcel may experience all of the impacts associated with the landfill and that the Coastal Buffer Parcel experiences episodes of significant flooding, including, but not limited to, drainage from the existing Victoria Avenue drainage ditch and the Patterson Drain, including occasions when the outlet to the Santa Clara River does not drain due to high water. City assumes and accepts all risks, losses, damages, and costs of these above referenced landfill impacts as they may affect the construction and operation of a golf course on the Premises, except for losses arising from any VRSD negligent act or omission; provided that in no event shall VRSD ever be liable for any consequential damage incurred by City because the Premises is not usable for golf.

7. **PERMITTING OF PREMISES**.

a. **CIWMB**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Integrated Waste Management Board ("CIWMB") and its local enforcement agency ("LEA"), the Ventura County Environmental Health Department ("EHD"). The LEA and the CIWMB have approved the Closure Plan and the Postclosure Plan. City acknowledges that the Closure Plan and the Postclosure Plan must be revised before City can commence development of the golf course on the Coastal Landfill Parcel. City acknowledges that the CIWMB and the LEA must approve any revisions to the Closure Plan and Postclosure Plan and that CIWMB and LEA may order further revision to these plans during the term of this Lease Agreement. City further acknowledges that the State of California has enacted and will further enact laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

b. **RWQCB**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") and the

California State Water Resources Control Board ("SWRCB"). City acknowledges that the RWQCB has issued Waste Discharge Requirements ("WDR's") and Groundwater Monitoring Requirements ("Water Quality Requirements") for the Coastal Landfill, the Santa Clara Landfill and the Bailard Landfill. City acknowledges that the RWQCB shall review and revise the WDR's and/or Water Quality Requirements before City shall commence development of the golf course. City acknowledges that RWQCB and/or SWRCB may modify the WDR's and/or Water Quality Requirements at any time during the term of this Lease Agreement.

c. **APCD**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Ventura County Air Pollution Control District ("APCD"). City acknowledges that APCD has adopted Rule 74.17 and Rule 74.17.1 and may adopt revisions to this rule or adopt new rules regulating air emissions from the Premises.

d. **EPA**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Environmental Protection Agency and/or other regulatory agencies of the United States ("EPA"). City acknowledges that the United States has enacted the Resource Conservation and Recovery Act and other laws and regulations and will further enact new laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

e. **Regulatory Compliance**. City acknowledges review of each of the above referenced Closure Plan, Postclosure Plan, WDR's, Water Quality Requirements and APCD Rule 74.17, and Rule 74.17.1. City acknowledges that the Coastal Landfill Parcel is subject to other regulatory requirements. City assumes responsibility for becoming fully informed of all the restrictions presented by such regulatory permits, rules, regulations and laws as they exist now or may exist in the future as they relate to City's use of the Premises. City agrees that to the extent its use of the Premises or adjacent City owned property causes a violation of any such permit, rule, regulation or law, City shall bear the full responsibility for correcting any such violation and City shall bear the full expense of any liability associated with any penalty, prosecution or remediation requirement associated with any such violation and that City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any such liability.

8. LANDFILL CLOSURE PLAN, LANDFILL POSTCLOSURE PLAN AND OTHER REGULATORY DOCUMENTS.

a. **City Reimbursement of VRSD**. VRSD and City acknowledge that the Closure Plan, Postclosure Plan and other regulatory documents must be revised and approved by the appropriate regulatory agencies in order to accommodate the development of a golf course on the Coastal Landfill Parcel. VRSD and City agree to cooperate in the revision and implementation of the Closure Plan, Postclosure Plan, and other regulatory documents, provided that VRSD shall not be obligated to agree to any revision or requirement relating to the golf course development which causes VRSD to incur expenses for subsurface maintenance of the Coastal Landfill beyond the expenses VRSD was obligated to incur under the plans and documents in existence as of the date

of this Lease Agreement or which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. VRSD and City agree that City shall bear the entire cost to City and VRSD of revising the Closure Plan, Postclosure Plan, and all other regulatory documents. City shall reimburse VRSD for all commercially reasonable costs and expenses incurred by VRSD under subsections 8a, b, c, d, e, f, and g below, including all VRSD staff and consultant costs. With respect to City's obligation herein to pay or reimburse VRSD, City shall, within thirty (30) days after receipt of billing from VRSD, pay VRSD for reasonable expenses incurred by VRSD in carrying out the activities described in this Section 8 including staff time and consultant time in consulting with the City, City consultants, VRSD consultants, regulatory agencies and other interested parties involved in the revision of the plans, work or other regulatory documents and/or any of the activities described in this Section 8. City's obligation to reimburse shall include, but not be limited to payment for all VRSD staff and VRSD consultant time spent on reviewing all drafts, proposed submittals, designs, and other documentation relating to the plans and documents and attendance of VRSD employees and VRSD consultants at any and all meetings relating to the development of the golf course on the Premises. As used in this Lease Agreement, the term "VRSD consultant" shall mean independent engineers, hydrologists, attorneys, architects and other experts retained by VRSD. City shall reimburse VRSD for its staff time at the then current established hourly rates and for its consultant's time at the established hourly rates as then specified in contracts between VRSD and its consultants which shall be made available to City. In addition, if the revised plans or other permits, conditions or documents changed as a result of the golf course development result in an increase in the expense of providing subsurface postclosure maintenance because of the golf course development, City shall, throughout the terms of this Lease Agreement, reimburse VRSD for such additional postclosure maintenance expenses within thirty (30) days after receipt of billing specifying the nature and cost of the additional maintenance work, improvements, monitoring or other activity required by the revised Closure Plan, Postclosure Plan or other regulatory documents.

b. **City's Assumption of Responsibility**. Upon the approval of the revised Closure Plan, Postclosure Plan, and other regulatory documents and the commencement of any construction work on the Premises relating to the development of the golf course, City shall become responsible for complying with all components of those plans and any successor plans and other documents which regulate or relate to the development and maintenance of the surface of the Coastal Landfill Parcel and VRSD shall bear responsibility only for the non-golf course related subsurface maintenance requirements of said plans, including responsibility for any subsurface maintenance facilities which exist on or above the surface of the Coastal Landfill Parcel. In addition to assuming responsibility for all continuing and all new surface maintenance requirements City shall bear responsibility for any additional subsurface maintenance requirement caused by the development and/or operation of a golf course on the Premises. In the future, during the term of this Lease Agreement, City shall become responsible for compliance with all new provisions, conditions and requirements of further revised plans and other regulatory documents relating to the operation of the golf course on the Premises and for all subsequent revised or new provisions, conditions and requirements of said plans and documents or new regulatory enactments relating to the surface maintenance of the Premises which may hereinafter become effective during the term of this Lease

Agreement. The parties acknowledge that the various regulatory agencies may continue to name VRSD as the permitee, owner and/or responsible party for the Closure Plan, Postclosure Plan, and other regulatory documents. Nonetheless, City shall take all reasonable action necessary to assure that City's activities do not cause VRSD to be found by the regulatory agencies to be out of compliance with the Closure Plan, Postclosure Plan, or any other regulatory document. City and VRSD agree that each shall carry out its responsibilities under this Section 8 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **City's Right to Withdraw Initial Applications for Plan Revisions**. City, at its sole discretion, may, at any time, prior to approval of the initial applications to be made to revise the Closure Plans and Postclosure Plans in existence on the date of this Lease Agreement to allow the initial development of Northwest Golf Course Community Specific Plan, determine that the applications for revision to the Closure Plan and Postclosure Plan and/or all other regulatory documents shall be withdrawn; and, this Lease Agreement will, upon such withdrawal, automatically terminate. It is further agreed that City, in its sole discretion, may at any time after approval of the above referenced applications, terminate this Lease Agreement pursuant to Section 24 below.

d. **Plan Revision Process**. Revisions of the Closure Plan and Postclosure Plan, current or as revised in the future, as well as the revision of any and all other regulatory documents pertaining to land use on the Premises, including permits, requirements, orders and other regulatory directives, shall be processed by City and VRSD on a cooperative basis consistent with the provisions herein. No application for any revision to the Closure Plan and/or Postclosure Plan shall be submitted to the CIWMB or LEA until both VRSD and City have approved the submission of such application for revision. Neither VRSD nor City shall be obligated to apply for, support or accept any Plan revision proposed as a consequence of the golf course development which increases the expense of the party responsible for complying with the provision objected to provided that neither party shall oppose such provisions if the other party agrees to assume all liability for the expense of such provisions, except that notwithstanding anything contained in this Agreement, VRSD shall not be required to apply for, support or accept any Plan revision, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. City agrees that City shall pay and/or bear the full expense of preparing, processing and implementing the revised Closure Plan, Postclosure Plan, and other regulatory documents caused by or related to, directly or indirectly, the development of a golf course on the Premises.

e. **Financial Assurance Mechanism**. City acknowledges the legal requirements relating to the provision of financial assurance mechanisms for closed landfills. VRSD and City acknowledge that the existing financial assurance mechanism which has been established and funded by VRSD and approved by CIWMB may be revised as a result of revisions to the Closure Plan and

Postclosure Plan necessitated by City's proposal to develop a golf course on the Coastal Landfill Parcel. VRSD shall continue to be responsible for providing financial assurance in the amount stated in the Postclosure Plan's estimate of expense of fifteen (15) years of postclosure maintenance of the Coastal Landfill as specified in the cost estimate existing on the date of this Lease Agreement (even though City, pursuant to this Lease Agreement, shall bear the actual expense, when incurred, of all surface maintenance and any expense of any additional subsurface maintenance required as a result of City's development of a golf course on the Coastal Landfill). On the other hand, City shall be responsible for providing financial assurance for all other new postclosure maintenance expenses as required by CIWMB as a consequence, direct and/or indirect, of the golf course development including all new golf course related surface maintenance requirements and all new subsurface requirements which are required as a result of the golf course development proposed. City acknowledges that as a result of the application for revision to the Closure Plan and Postclosure Maintenance Plan which must be made in order to advance the development of the golf course on the Coastal Landfill Parcel, the CIWMB may implement additional financial assurance requirements. City shall be responsible for and hold VRSD harmless from any such additional golf course related requirements. City also acknowledges that additional financial assurance requirements may be imposed in the future. City shall bear all costs, expenses and obligations of meeting such additional financial assurance requirements as relate to surface maintenance required because of the development and/or operation of the golf course on the Premises. VRSD shall expeditiously apply in accordance with CIWMB regulations to CIWMB for release of any financial assurance funding or security provided by City and release any funds held by VRSD which are due to City upon CIWMB approval of such release.

f. **Final Design**. After CIWMB and LEA approval of revisions to the Closure Plan and Postclosure Plan and all other necessary regulatory approvals, including, but not limited to the approval of the RWQCB, SWRCB and EPA, City shall develop final designs for all golf course improvements to be constructed upon the Premises. These final designs shall be submitted to VRSD for its review. VRSD may, within thirty (30) days after receipt of any submittal, comment upon any aspect of the designs which could potentially increase VRSD's cost of subsurface maintenance of the Coastal Landfill; provided, however, that, notwithstanding anything contained in this Agreement, VRSD shall not be required to accept any final design, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any of its covenants or obligations under the Gas Lease.

Notwithstanding VRSD's review of and comment on the final design, City shall release, indemnify, defend and hold VRSD harmless from any liability arising from any design defect, error, omission, or damage arising from the final design of all improvements to be constructed on the Premises.

g. **Environmental Documentation**. City shall be the lead agency for all environmental documentation relating to any and all development on the Premises. City shall fully comply with the California Environmental Quality Act ("CEQA"). City shall be responsible for defending or providing a defense to any action alleging non-compliance with CEQA or any other law, regulation,

rule or permit arising out of the revision of the Closure Plan, Postclosure Plan or other regulatory document relating to the golf course development or the Northwest Golf Community Specific Plan, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall hold harmless, defend and indemnify VRSD in any such action, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall reimburse VRSD for any expense, including, but not limited to any expense for staff time, consultant time (including attorney time or other related expenses) incurred by VRSD in response to City's request made in connection with VRSD's defense.

h. **Development Liability**. City shall hold harmless, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any action, claim or liability arising out of City's approval of development occurring on the Premises or on the property covered by City's approval of the Northwest Golf Community Specific Plan. City shall reimburse VRSD for any expenses, including, but not limited to, any expense for staff time or consultant time (including attorney time or other related expenses) incurred by VRSD as a result of such action. For example, City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD in any administrative appeal or judicial action brought in any administrative forum or any court relating to the City's approval and/or development approved by City in the Specific Plan area, including, but not limited to, compliance with environmental documentation requirements, low income housing provisions, compliance with general plan or other planning requirements or other actions involving any City approval or City permit relating to development in the Specific Plan area. With respect to development of the golf course on the Premises, City shall bear all permit, annexation, zoning, development agreement and other regulatory costs, fees, charges or requirements. For example, City shall indemnify and hold VRSD harmless from annexation fees and other charges due Calleguas Water District and/or Metropolitan Water District of Southern California upon annexation and development of the Premises.

i. **Construction**. VRSD shall be entitled to inspect the Premises throughout the construction of all improvements on the Premises. Notwithstanding VRSD's inspection of construction activities, City shall release, indemnify, defend and hold VRSD harmless from any and all liability arising from the construction of any and all improvements on the Premises by City or City's contractors. All City contractors working on the Premises shall be obligated to name VRSD as an additional insured as to all insurance requirements imposed by the City on its contractors.

9. **SURFACE ACTIVITIES AND MAINTENANCE**.

a. **Immediate Access**. Pending commencement of any construction activity on the Premises relating to the development of a golf course in accordance with this Lease Agreement, VRSD shall continue to maintain the Premises as VRSD has done prior to the date of this Lease Agreement, and VRSD shall continue to act as Lessor and receive all rent due under agricultural leases of the Coastal Buffer Parcel, such as the Agricultural Lease between VRSD and Santa Clara Resources dated August 5, 1998. City shall not interfere with these maintenance activities. From

and after the date of this Lease Agreement, City shall be entitled to a non-exclusive right of reasonable access to the Premises at any time, subject to the present or future maintenance operations of VRSD on the Premises and to the rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system, for the purpose of making such engineering, surveying, soils, geology, environmental and other tests or studies as City may reasonably deem necessary and appropriate, all of which shall be completed at no expense to VRSD and in accordance with all applicable laws, orders, regulations and governmental agency requirements. The parties should coordinate their respective activities and meet quarterly to discuss upcoming activities on the Premises.

City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, representatives, attorneys and agents and the Premises harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions, expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type, and other costs (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively, "Liabilities"), caused by City's activities or any other activity, entry or other conduct undertaken by or on behalf of City on, about or in connection with the Premises or this Lease Agreement.

Each party shall provide to the other party, without any notice or demand, at no cost, promptly upon receipt by the party undertaking or contracting for the preparation of such material, copies of any and all test results and laboratory analyses, studies or reports as to the physical condition and characteristics of the Premises, including but not limited to water quality, hazardous waste assessments, soils, hydrological, geological, archeological reports, surveys, aerial photographs or topographical maps, remediation plans, as well as environmental studies or investigations, site plans, approved Closure and Postclosure Plan revisions or any engineering or architectural or other written reports or materials prepared in connection with the development and/or maintenance of the Premises.

b. **Ongoing Maintenance Responsibility**. Upon commencement of any construction activity on the Premises relating to the development of a golf course, as defined at Section 1f, in accordance with this Lease Agreement, City shall become solely responsible for and obligated to maintain the Premises. VRSD shall stop all Premises maintenance activities, although VRSD will still have access to perform all subsurface maintenance of the Coastal Landfill for which VRSD shall remain responsible. Before City's commencement of construction, VRSD shall terminate all agricultural leases of the Premises referred to in subsection a of this section 9. After commencement of construction, City shall be responsible for complying with all surface maintenance activities including, but not limited to, the surface maintenance activities set forth in the Closure Plan, Postclosure Plan, and other regulatory documents and any revisions thereto. City shall bear all expense associated with Premises surface maintenance activity. City shall release, defend, and hold

VRSD harmless from any and all expense relating to the surface maintenance of the Premises, except for expenses incurred by VRSD hereunder in maintaining subsurface maintenance facilities. City and VRSD agree that each shall carry out its responsibilities under this Section 9 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **Indemnification**. In consideration of entering into this Lease Agreement, City agrees that, upon the commencement of any construction activity on the Premises relating to the development of a golf course in accordance with this Lease Agreement, City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, attorneys, and agents (collectively, "Indemnitees") harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions (including actions arising from personal injury to or death of third persons or property damage), expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively "Liabilities"), arising from or related to City's design, construction, maintenance, repair, operation and/or use of the Premises, except to the extent such liabilities are caused by Indemnitees' acts, omissions, or negligence.

d. **Release**. City hereby fully releases Indemnitees from any and all claims which City may have now or in the future against Indemnitees for any damage or liability arising from the use of the Premises as a golf course. As a material covenant and condition of this Lease Agreement, City agrees that in the event of any adverse event, situation or condition regarding the use of the Premises as a golf course or activities conducted thereon in connection with the golf course, City shall look solely to parties other than Indemnitees, and Indemnitees shall not be responsible in any way therefor, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Indemnitees or any of them except to the extent such adverse event, situation or condition is caused by Indemnitees' acts, omissions or negligence.

With respect to the foregoing release, City fully waives any rights or benefits available to City under the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

City acknowledges that its attorney at law has explained to City the meaning and effect of this statute. City understands fully the statutory language of Civil Code Section 1542, and with this understanding, City nevertheless elects to, and does, assume all risk as against Indemnitees regarding such damages or liabilities, whether arising before or after the making of this Lease Agreement and whether now known or unknown, and City specifically waives any rights City may have under California Civil Code Section 1542. City fully understands that if the facts with respect to which this release is executed are later found to be other than or different from the facts now believed by it to be true, City expressly accepts and assumes the risk as against Indemnitees of that possible difference in facts, and agrees that this release shall be and remain effective notwithstanding that difference in facts.

Therefore, the provisions of Civil Code Section 1542 (and any other or similar provisions of common or statutory law of any state of the United States) are hereby waived by City as to all matters released herein and City acknowledges that this waiver is an essential and material term of this Lease Agreement without which this Lease Agreement would not have been executed by VRSD. City acknowledges and recognizes that City may hereafter discover facts different from or in addition to those which City now knows or believes to be true with respect to the claims released herein. However, City intends by this Lease Agreement to fully, finally and forever settle and release the claims set forth herein, whether these claims heretofore have existed, now exist, may now exist, or will exist upon the discovery of additional facts. In furtherance of this intention, this Lease Agreement shall remain in full and complete effect in all respects, notwithstanding the discovery by VRSD or City of the existence of additional or different facts relating to the claims hereby released.

10. GAS AND CONDENSATE COLLECTION AND FLARE SYSTEM

a. **Collection System**. City acknowledges that VRSD owns the landfill gas generated under the Premises. City acknowledges the existence and contents of the April 22, 1983, Landfill Gas Lease and Operating Agreement for Conversion Systems among Cambrian Energy Systems, Inc., Ventura Coastal Corporation and VRSD, and the April 18, 1991, First Amendment to Landfill Gas Lease and Operating Agreement for Conversion Systems between Oxnard Landfill Associates and VRSD (collectively referred to as the "Gas Lease"). City acknowledges that: (i) "Lessee" under said Gas Lease (originally Cambrian Energy Systems, Inc. and currently Ogden Power Pacific, Inc., a subsidiary of Ogden Energy, Inc.), has comprehensive rights of way over the Premises to extract landfill gas from the Coastal Landfill and collect this gas and transport it to its energy facility as described in said lease; (ii) these rights, include, but are not limited to, the right to construct, repair, replace, relocate, and maintain gas extraction wells, collection piping, collection traps, valves, monitoring equipment, blowers, pumps and other improvements related to the development of the gas rights in the Coastal Landfill; and (iii) the Lessee under said Gas Lease also has the right to place and maintain on the Coastal Landfill Parcel tanks, roads, pipelines, power lines and other improvements necessary to the Lessee's operations subject to limitations set forth in the Gas Lease. City acknowledges and agrees that its right to use and occupy the property under this Lease Agreement are subject to the rights of the Lessee and VRSD under said Gas Lease and that VRSD

and/or the Lessee shall reserve ownership and possession of these gas collection improvements. VRSD agrees that it will be primary liaison with the Lessee regarding the coordination of the golf course development with the Lessee's operations and the exercise of Lessee's rights under the Gas Lease. VRSD shall use commercially reasonable efforts to obtain the Lessee's reasonable commercial cooperation with the golf course development; provided that City releases VRSD from any liability arising from the Lessee's failure to cooperate. City acknowledges, however, that notwithstanding anything contained in this Lease Agreement, VRSD makes no representation that the Lessee under the Gas Lease has agreed to, authorized or consented to, or will agree to, authorize or consent to, any particular action in respect of the activities contemplated hereunder. City further agrees that in the event the Gas Lease is terminated, VRSD shall be deemed to have succeeded to all of the rights, including rights of way over the surface of the Coastal Landfill Parcel created in the Lessee under said Gas Lease. In the event VRSD succeeds to Lessee's right, VRSD shall cooperate with City's operation of the golf course in a commercially reasonable manner.

City agrees to cooperate with the Lessee, and, subsequently, VRSD in Lessee's and VRSD's exercise of said Gas Lease rights of way. City also agrees to cooperate with Lessee and VRSD with regard to the gas and condensate collection system on the Premises, including any improvements, alteration, repair and/or maintenance of said system that may be undertaken by Lessee and/or VRSD. City shall coordinate its activities on the Premises with VRSD with respect to the activities which may affect rights under the Gas Lease. City agrees that to the extent the Closure Plan, Postclosure Plan or other regulatory documents require changes, because of the development of a golf course on the Premises, to the gas extraction and collection system built and owned by Lessee and/or VRSD pursuant to the Gas Lease, and VRSD and/or Lessee implement such changes all work relating to such changes shall be at City's sole expense and City shall not initiate construction work on the Premises associated with the development of a golf course pursuant to this Lease Agreement until all work relating to such changes has been completed. Before commencing such gas system revision work, VRSD shall obtain City's approval of the specifications, budget and any construction contracts relating to such changes to the gas system. City shall pay the entire estimated cost of such work to VRSD before such work commences and upon the completion of the work VRSD shall provide City a complete accounting of the expense of the work and either refund to City any unexpended portion of the City's initial payment of the estimated cost or collect from City any amount reasonably incurred by VRSD in excess of City's initial payment of the estimated cost. All work shall be completed in a commercially reasonable manner consistent with the requirements of all regulatory agencies. If City does not approve the proposed work and pay the estimated cost, VRSD will be under no obligation to implement the work. In the event that any changes to the gas extraction and collection systems are made hereunder, City shall bear the full expense of making such changes and shall hold harmless, defend and indemnify the Lessee and VRSD from any and all costs, liability, or regulatory enforcement activity related to any such change made to the gas extraction and/or collection system. For example, the amended Closure Plan or other regulatory requirement may require that gas extraction systems be fenced, that collection pipelines be buried and/or that other protective measures be taken with respect to any part of the landfill gas extraction, collection and distribution system. The total cost to VRSD of completing all of the work of designing, constructing, burying (including the importation of soil to bury the

collection pipes) and maintaining changes to such systems necessitated by the golf course development that may be carried out during the term of this Lease Agreement shall be borne by City and City shall promptly pay or reimburse VRSD for all VRSD expenses, including expenses associated with utilization of VRSD staff, VRSD consultants and/or the Lessee relating to such work. Any soil imported as part of this construction work shall meet City's specifications. City may require VRSD to use soil procured by City for this work in order to reduce construction costs.

b. **Flare Station**. City acknowledges the existence of a landfill gas flare station located on the northern portion of the Coastal Landfill Parcel as illustrated on Exhibit A. Notwithstanding any other provision of this Lease, City agrees that all of the area located within the fencing surrounding said flare station shall not be used by City or City's contractors and City shall design and operate any golf course in the vicinity of the flare so as to discourage any golf play within 100 feet of the fence surrounding the flare. VRSD shall be responsible for maintaining all landscaping inside the fencing surrounding the flare station. City shall provide water to VRSD, out of the City's Entitlement, defined at section 14b below, at the cost of pumping the water from the Coastal Water Well (utility extraction cost and UWCD and GMA pump charges), for such landscaping. VRSD shall be responsible for the maintenance of the flare equipment or gas piping system associated with the flare station. VRSD shall, at its sole expense, continue to operate the flare and the associated facilities in compliance with all regulatory requirements including the requirements of CIWMB, LEA, and APCD.

c. **Condensate Collection**. City acknowledges the existence of condensate collection tanks on the Premises which store landfill condensate from the gas and condensate collection system for the Coastal Landfill. VRSD shall have access to repair, maintain and service said tanks.

d. **Gas Royalties**. This Lease Agreement does not modify, in any fashion, the Gas Lease and VRSD shall continue to be entitled to receive all royalties paid by the Lessee under said Gas Lease.

11. LANDFILL GAS AND GROUNDWATER.

a. **Groundwater**. City acknowledges that RWQCB has adopted WDR's and groundwater monitoring requirements for the closed Bailard Landfill, Coastal Landfill, and Santa Clara Landfill. City acknowledges that prior to the development of a golf course, revisions are likely to be made to the Bailard Landfill, Coastal Landfill and Santa Clara Landfill WDR's and groundwater monitoring requirements as a result of RWQCB's review of the development of the golf course on the Coastal Landfill Parcel. To the extent RWQCB requires revisions to the monitoring requirements as a result of the proposed golf course development, and such changes increase the expense which VRSD incurs in its postclosure maintenance of the subsurface of the Bailard Landfill Parcel or the Santa Clara Landfill or the Coastal Landfill Parcel, City shall reimburse VRSD for the full amount of any such increase. For example, if RWQCB, determines, as a result of the proposed golf course development, that VRSD is required to drill additional monitoring wells or test additional constituents or increase the monitoring frequency or standards, City shall reimburse VRSD for the

actual expense to VRSD of all VRSD staff time, consultant time, laboratory expense and other costs associated with compliance with such revisions as these expenses are incurred, throughout the term of this Lease Agreement, payable thirty (30) days after VRSD's delivery of invoices to City.

City also acknowledges that RWQCB may impose irrigation restrictions or other conditions upon the development of a golf course in order to protect groundwater in the vicinity of the project. City agrees to comply with all restrictions on the development and operation of the golf course imposed by RWQCB as well as CIWMB, LEA, APCD or any other regulatory agency and to hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violation of any groundwater regulatory requirements by City or City's contractors or arising from the operation of a golf course on the Coastal Landfill Parcel.

City further acknowledges that as a result of the development of a golf course on the Coastal Landfill Parcel, environmental impacts may occur in the future which may lead to the requirement for remediation of surface or subsurface conditions impacted or caused by the construction, operation and/or maintenance of a golf course on top of a closed landfill. City shall hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability, regulatory action or remediation costs associated with or caused by the development of a golf course on the Coastal Landfill Parcel.

b. **Subsurface Gas**. City acknowledges that the decomposing waste buried in the Coastal Landfill creates landfill gas, including methane gas. City acknowledges that some constituents of the landfill gas may be hazardous and toxic. City further acknowledges that methane gas is combustible. City further acknowledges that the landfill gas can travel laterally subsurface. Throughout the term of this lease, VRSD shall remain responsible for and bear the full expense of monitoring subsurface migration of landfill gas from the Coastal Landfill Parcel. VRSD shall continue to maintain and monitor monitoring wells as required by CIWMB and the LEA. VRSD shall control the migration of landfill gas. As gas generation declines, VRSD shall be obligated to construct further gas wells and related collection piping and facilities in accordance with regulatory requirements. VRSD and City shall meet and cooperate in developing plans for such construction with the intent to avoid, to the extent consistent with regulatory and gas system operational requirements, the construction of such wells and facilities in areas of golf play.

City acknowledges that a subsurface gas migration barrier slurry wall has been constructed along the southern boundary of the Santa Clara Landfill and the eastern boundary of the Coastal Landfill. City shall not undertake or authorize any construction activity which damages the structural integrity or operational functionality of the slurry wall located on the Coastal Landfill Parcel.

City also agrees that City and City contractors, including the operator of the golf course on the Coastal Landfill Parcel, shall not undertake any activity, including excessive irrigation, as determined in writing by CIWMB, RWQCB, LEA or County of Ventura, which causes an increase in the expense to VRSD of its postclosure subsurface maintenance obligations, and City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any such activity by City.

c. **Surface Emissions**. City acknowledges that landfill gas can escape from the closed landfill through cracks in the surface of the cover lying over the buried waste. City acknowledges that by leasing the Premises, City has assumed responsibility for maintaining the surface of the closed landfill so that all cracks are filled and no leaks of gas are permitted through the surface in excess of the amount of gas allowed pursuant to APCD's Rules 74.17, and 74.17.1 and such other laws, regulations, rules or regulatory orders which exist now or may be adopted in the future. VRSD shall, at VRSD's expense, conduct Coastal Landfill surface emission monitoring and reporting to APCD under APCD Rules 74.17 and 74.17.1 and successor regulations. City acknowledges that these rules may require periodic sweeps on 100 foot or smaller grids laid over areas of golf play. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violations of any such law, regulation, rule or regulatory order relating to City's maintenance of the surface of the Premises, except to the extent of liability caused by VRSD's negligence. City and VRSD agree that each shall carry out its responsibilities under this Section 11 without impairing any rights of Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

12. **EASEMENT FOR SETBACK AND IMPACT DISCLOSURE**.

a. **Adjacent Private Property**. City, in regulating the development of the Northwest Golf Community Specific Plan area, shall require the owners of the property lying to the south of the Premises to execute and record an easement or other agreement providing for a 300 foot setback, measured from the property line of the Coastal Landfill Parcel, prohibiting any construction of any enclosed structure within the 300 foot setback. The City shall also require the developers of the property to disclose in writing to prospective buyers of the property that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Bailard Landfill Parcel and/or Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne or otherwise transmitted.

b. **Adjacent City Property**. City in managing the use of City owned property in the Northwest Golf Course Community Specific Plan area, shall not construct or permit construction of enclosed structures within 300 feet of the Coastal Landfill Parcel, except for golf course restrooms, snack shops with open air seating, unenclosed shelters for golfers, and a golf course maintenance facility, provided such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas. City further acknowledges that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the City's property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne, or otherwise transmitted (collectively called "Environmental Impacts to City's Property"). City expressly assumes and accepts all risk of such Environmental Impacts to City's Property. City, for itself and on behalf of its transferees, assigns and successors in interest, hereby agrees to waive, release and forever discharge VRSD from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, cost or expense, including attorneys' fees and consultant fees, of any kind or nature whatsoever, whether for property damage, personal injury, death, or otherwise, past, present, or future arising from the Environmental Impacts to the City's Property, subject only to the limitation, to be narrowly interpreted to avoid diminution of the broad release intended here, that VRSD shall not conduct Landfill postclosure maintenance activities after the date of this Lease Agreement in a grossly negligent manner.

13. **FLOOD CONTROL**.

a. **Patterson Drain**. City holds an easement to the Patterson Drain as illustrated on Exhibit A. City shall be solely responsible for the maintenance of this drain, including the maintenance of any landscaping lying within the drainage easement. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to City's operation and/or maintenance of the Patterson Drain.

b. **Victoria Avenue Drain and Flood Control Flap Gate**. During the term of this Lease Agreement, City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to or arising out of the City's use, operation or maintenance of any Specific Plan area drainage features existing now or constructed in the future, including the Victoria Avenue drain, the Ventura County Flood Control flap gate, except to the extent caused by VRSD's acts, omissions or negligence.

c. **VRSD Not Liable for Flood**. VRSD shall not be liable for any injury, damage, or loss suffered, sustained or claimed by City or the employees of City or any other persons injured on the Premises, arising from or related to flood, seepage, other waters upon the Premises, drainage or lack of drainage, irrigation or lack of irrigation, or any causes beyond the control of VRSD unless such liability arises from VRSD's acts, omissions or negligence.

14. WATER

a. **Water Rights**. VRSD and City agree that any and all water rights or water entitlements appurtenant to the Coastal Buffer, Coastal Landfill, Bailard Buffer and Bailard Landfill Parcels (collectively "VRSD Parcels") shall remain the property of VRSD, and shall be deemed to benefit and run with VRSD's ownership of the VRSD Parcels. VRSD and City agree that any and all water rights or water entitlements appurtenant to the real property addressed by the Specific Plan, excluding the VRSD Parcels, but including the entire GMA allocation attributable to the Swift Well (Swift Allocation; State Well No. 2N/22W-29M1), shall be the property of the City upon transfer to the City of all real property necessary to implement the Specific Plan. Water rights or water entitlements addressed by this section include riparian, overlying or prescriptive water rights, and any and all allocation or entitlement granted under or pursuant to ordinances of the Fox Canyon Groundwater Management Agency ("GMA") or any government agency with authority to regulate groundwater use on the VRSD Parcels and the real property associated with the Specific Plan. VRSD shall allow City, and City shall allow VRSD, the right to use a portion of the water produced in accordance with the water rights and water entitlements under the terms and conditions described in this section; provided, however, that all such rights granted to City by VRSD under this Lease Agreement shall be subject to the rights of Lessee under the Gas Lease, including Section 9 thereof.

b. **VRSD Landfills GMA Allocation**. With respect to the Coastal Landfill and Bailard Landfill Parcels, GMA has authorized and issued to VRSD, through VRSD state well numbers 2N/22W-29D4, 29D5, 30C5, 30C6, 30K1 and 30L2, a total of 260.4 acre feet of baseline allocation ("VRSD Landfills Baseline Allocation"), 39.514 feet of historical allocation ("VRSD Landfills Historical Allocation"), and any credits accruing on the VRSD Landfills Historical Allocation (the VRSD Landfills Baseline Allocation and the VRSD Landfills Historical Allocation are collectively referred to as the "VRSD Landfills Allocation"). Effective upon City's assumption of surface maintenance responsibilities under Section 9(b) above, and continuing through the term of this Lease Agreement, City and VRSD agree that, subject to GMA or other regulatory requirements, water produced in accordance with the VRSD Landfills Allocation shall only be used as follows:

(i) City shall have the exclusive right to use, for the sole purpose of constructing and irrigating the golf course developed on the Coastal Landfill Parcel pursuant to the Specific Plan, 93 acre feet per year of VRSD Landfills Baseline Allocation and 17 acre feet per year of VRSD Landfills Historical Allocation ("City's Entitlement").

(ii) VRSD shall have the exclusive right to use 167.4 acre feet per year of VRSD Landfills Baseline Allocation, the acre feet per year of VRSD Landfills Historical Allocation remaining, if any, after City's use of City's Entitlement, and any GMA credits accruing on the VRSD Landfills Historical Allocation, for any use on the Bailard Landfill Parcel, and to meet regulatory offset requirements relating to VRSD's operations at its Toland Road Landfill ("VRSD Entitlement").

(iii) On or before October 1 of each year, VRSD shall provide written notice to the City of the amount (in acre feet), to be determined in VRSD's sole discretion, subject to GMA or other regulatory requirements, of the VRSD Entitlement that VRSD, subject to the mutual agreement of City and VRSD as to the price of water as described below, will provide to the City for the City's exclusive use in the calendar year during which the written notice is provided ("VRSD Designation"). City shall respond with a written notice of how much of the VRSD Designation City agrees to use ("City Notice"). City shall have the exclusive right to use the entire amount stated in the City Notice only for the calendar year for which the VRSD Designation applies, subject to the payment by City to VRSD of VRSD Water Fees as defined below. As used herein, "VRSD Water Fees" shall mean an amount calculated by multiplying the number of acre feet of water used by City times the price of water set annually by the mutual agreement of VRSD and City as to the price of water for each year. If there is no mutual agreement, VRSD shall not be obligated to provide a VRSD Designation. City shall make payment in full to VRSD for the amount of water designated in the City Notice within thirty (30) days of the date City and VRSD agree upon a price for the use of the water.

c. **Other Water Rights Appurtenant to Premises**. VRSD grants to City the right to exercise any and all riparian rights associated with the Premises during the term of this Lease Agreement.

d. **Water Supply to Premises**. City may provide water to the Premises through any facilities needed and necessary, including VRSD state well number 29D5 (Coastal Water Well), subject to the conditions and limitations in this Lease Agreement. In light of the duration of this Lease Agreement, City shall be responsible for, and bear the full expense of the operation and maintenance of the Coastal Water Well as though City were the owner of the well. City, in its sole discretion, and at its sole expense, may repair or abandon the Coastal Water Well, If City abandons the Coastal Water Well, VRSD and City shall cooperate in selecting the most effective location and arrangement of the replacement to the Coastal Water Well and associated piping. If VRSD and City cannot agree on such location and arrangement, then, subject to GMA regulation, City shall make those decisions in a manner that VRSD incurs no greater cost than would be the case if the location and arrangement proposed by VRSD were selected. Provided however, should this Lease Agreement terminate, City shall, at its sole expense, provide a replacement well equivalent to the Coastal Water Well on the Coastal Landfill Parcel.

e. **Water Supply to Bailard Buffer Parcel**. VRSD has historically relied on the water well located on the land owned by Raymond E. Swift, successor trustee, known as the Swift Well (State Well No. 29M1), to supply water to the Bailard Buffer Parcel and the Coastal Buffer Parcel. The Swift Well may be abandoned during construction of the development provided in the Specific Plan. City agrees that before the Swift Well is abandoned City shall give VRSD six (6) months notice in order to allow VRSD adequate time to drill a new well on the Bailard Buffer Parcel to serve the Bailard Buffer Parcel, with capacity to serve the Coastal Buffer Parcel if this Lease Agreement is ever terminated. City shall reimburse VRSD for seventy-five percent (75%) of the capital costs of drilling and equipping a new well on the Bailard Buffer Parcel, provided that in no event shall

City be obligated to pay VRSD more than seventy-five thousand dollars ($75,000) for such new well capital costs. City shall pay such costs within thirty (30) days of City's receipt of well cost invoices from VRSD. VRSD shall be solely responsible for compliance with any statutes, ordinances, rules or regulations applicable to the construction and operation of the new Bailard Buffer Parcel Well. VRSD shall be responsible for applying to GMA for permission to use an efficiency extraction to serve the Bailard Buffer Parcel. VRSD shall be solely responsible for the operation, maintenance, repair or replacement costs for the new Bailard Buffer Parcel well constructed pursuant to this paragraph.

Effective upon the GMA's approval of the assignment to the City of the Swift Allocation, and continuing through the term of this Lease Agreement, City shall make available for use by VRSD or its lessee, at the option of VRSD in its sole discretion and subject to approval by GMA if such approval is required, up to but no more than 110 acre feet per year of the Swift Allocation (VRSD Swift Entitlement) for use on the Bailard Buffer Parcel. Use by VRSD of the VRSD Swift Entitlement is contingent upon the GMA's approval of the assignment to the City of the Swift Allocation, and limited to that assigned amount recognized and approved by the GMA as corresponding to the historical irrigation of the Bailard Buffer Parcel using the Swift Allocation. Use by VRSD of the VRSD Swift Entitlement, if any is approved by the GMA, shall terminate, and all rights to the VRSD Swift Entitlement shall revert to the City, when the Bailard Buffer Parcel ceases to be used for commercial agricultural production at approximately the same level of production as exists at the time of execution of this Lease Agreement. Except as provided in this subparagraph 14(e), the City shall have no responsibility to provide water service, or any water rights or entitlement to VRSD for use on the Bailard Buffer Parcel.

f. **Reporting and Payment of GMA and UWCD Pump Charges.** City and VRSD shall coordinate, as frequently as necessary, their groundwater extraction reporting to the GMA and United Water Conservation District (UWCD) associated with the VRSD Landfills Allocation and, if applicable, VRSD Swift Allocation so that appropriate payment to the GMA and UWCD can be made timely for all groundwater extractions made hereunder by City, VRSD and VRSD's lessee. City shall be solely responsible for regional pump charges (i.e. UWCD and GMA pump charges, and any other pump charges that may be imposed by a court or water management agency other than City) associated with City's use of the City Entitlement and that amount of water designated in the City Notice. VRSD shall be solely responsible for regional pump charges associated with its or its lessee's use of the VRSD Entitlement. City and VRSD acknowledge and agree that the GMA imposes a penalty on water use above that made available through its allocations and that each entity is solely responsible for its individual penalties or surcharges associated with its or its lessee's respective overuse of groundwater.

g. **Water Availability**. City and VRSD acknowledge that neither City nor VRSD has made any representations, warranties or guarantees with respect to the availability, quantity or quality of any water supplies or sources which may be required by City for the operation of a golf course on the Premises. City acknowledges and agrees that City shall be solely responsible and liable for the acquisition of all water which may be required by City, as well as any and all water

necessary for the conduct of its operations on the Premises, at City's sole costs and expense, including, but not limited to, all expenses related to all state or local water fees, charges, assessments, annexation fees, connection fees, standby fees, levies, and other costs imposed to provide such water. In the event City purchases water from a water supplier or other party, City agrees to pay such water bills directly and to indemnify, defend and hold VRSD, and the Premises, harmless from any and all obligations for the payment of such bills.

h. New Regulations. If the GMA or any other regulatory agency adopts new requirements which reduce the GMA Allocation or otherwise restricts further the right to pump water for the VRSD Parcels, then the City Entitlement and the VRSD Entitlement shall be reduced proportionately based on the ratio between the two entitlements.

15. ASSESSMENTS. Upon City's assumption of surface maintenance responsibilities under Section 9b above, except to the extent of any amount due as a result of VRSD's or the Lessee's use of utilities, City shall pay at its sole cost and expense, and prior to delinquency, all assessments, annexation fees, charges (excluding standard utility charges) and real property taxes levied, imposed or assessed upon the Premises and improvements thereon during the Lease term, including, but not limited to, the amount of all assessments, levies, taxes, imposts and other charges imposed or levied by United Water Conservation District ("UWCD"), Ventura County Groundwater Management Agency ("GMA"), Calleguas Municipal Water District, or any successor, replacement, assignee or substituted entity thereof, for any purpose, including, but not limited to, the provision of water, water facilities or related services and/or any other utility service to the Premises during the term of this Lease. City shall pay, at its sole cost and expense, and prior to any delinquency, all taxes and assessments imposed on any personal property or trade fixtures belonging to City and located on the Premises.

16. UTILITIES. Upon City's assumption of surface maintenance responsibilities under Section 9b above, City, at its sole cost and expense, shall pay for all utilities including, but not limited to, telephones, gas, electricity, water and sewage and rubbish removal used in or on the Premises, before the same become delinquent, and City shall hold VRSD harmless from any liability, cost or expense for such utility charges, except that VRSD shall bear the expense of utility services used by VRSD. the Lessee shall bear the Lessee's own utility service expenses.

17. EXTERNAL ACCESS. VRSD has access to the Premises from Victoria Avenue and Gonzales Road over rights of way over the Northwest Golf Course Community Specific Plan area as illustrated on Exhibit A by the easements recorded in the Official Records of Ventura, California ("Records") document number 94-125434 ("Buffer Access Easement") and records document number 86-043729 ("Coastal Access Easement"). City shall accommodate VRSD's access to the Premises by requiring that any development occurring over the Buffer Access Easement and/or the Coastal Access Easement, preserve or relocate adequate easements and roads for VRSD's right of way to the Premises.

18. INTERNAL ACCESS.

a. Subsurface Maintenance Access. During the term of this Lease Agreement, VRSD shall retain a non-exclusive right of way over the Premises and shall have the right, but not the obligation, to construct, repair, maintain and replace subsurface maintenance facilities and related landfill impact mitigation and remediation installations reasonably necessary to permit VRSD's fulfillment of its landfill postclosure subsurface maintenance obligations. City shall, at its expense, maintain roads which provide VRSD access to all subsurface maintenance facilities, including maintenance of the access roads which are located on the western, northern and eastern perimeter of the Coastal Landfill Parcel in the same condition as they exist as of the date of this Lease Agreement. City shall, at its expense, maintain or relocate other internal access roads on the Coastal Landfill Parcel, including the southern perimeter road existing on the Coastal Landfill Parcel as of the date of this Lease Agreement, to provide structurally reinforced all weather access, including cart paths, for VRSD staff and contractors to all subsurface maintenance facilities. All vegetation and golf course landscaping and other improvements shall be kept mowed, trimmed and/or maintained in a fashion that allows VRSD clear, unobstructed access to all such subsurface maintenance facilities and that provides adequate protection against fire hazard. City and VRSD agree that each shall carry out its responsibilities under this Section 18 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

b. Golf Play. VRSD shall, to the extent reasonably and commercially practicable, avoid and minimize interference with golf course activities. However, it is acknowledged that golf play may have to be temporarily diverted or stopped to allow VRSD to comply with postclosure regulatory requirements for monitoring and/or maintenance. VRSD shall not, under any circumstances, be responsible for consequential damages related to loss of golf course playing time. VRSD shall notify City of VRSD's maintenance schedule and reasonably coordinate its activities with the City's golf course operations. VRSD shall indemnify, defend and hold City harmless for any damages or injuries sustained by VRSD employees who are on the Premises while golf is being played.

19. TITLE. City acknowledges review, approval and acceptance of the state of the title to the Premises as recorded in the Recorded Official Records of the County of Ventura. City shall not, at any time during the Lease term, encumber City's leasehold interest or VRSD's fee title by deed of trust, mortgage, lien or any other similar security instrument. City hereby agrees to indemnify and hold VRSD and the Premises free and harmless from all liability for any and all liens, mortgages, deeds of trust, claims and demands, including reasonable attorneys' fees, and all costs and expenses in connection therewith.

20. **REPAIRS AND RESTORATION**. Upon City's assumption of surface maintenance responsibilities under Section 9b above, City shall assume full responsibility for the maintenance and repair of the Premises except for any facilities owned or operated by the Lessee under the Gas Lease and, further, except for facilities maintained by VRSD in the discharge by VRSD of VRSD's subsurface maintenance of the closed Coastal Landfill, which facilities shall be interpreted to mean all gas migration monitoring and collection wells and piping, all equipment relating to the gas flare station, all groundwater monitoring wells, all condensate collection tanks, all aerial survey plates (hereinafter "VRSD maintenance facilities"). Except for the VRSD maintenance facilities, City shall keep in good order, condition and repair the Premises and every part thereof, structural and non-structural, (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to City, and whether or not the need for such repairs occurs as a result of City's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation the generalization of the foregoing, all landscaping, driveways, roads, irrigation systems, parking lots, drainage improvements, fences, signs and all other improvements located on the Premises. Except as expressly stated herein to the contrary, it is intended by the parties hereto that VRSD has no obligation, in any manner whatsoever, to repair, maintain, replace, improve or otherwise perform any work whatsoever on the Premises. City expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford City the right to make repairs at VRSD's expense or to terminate this Lease Agreement because of VRSD's failure to keep the Premises in good order, condition and repair.

Upon assumption of City's surface maintenance responsibilities under Section 9b, City, at City's cost and expense shall make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity and arising from development or use of the Premises as a golf course. Further, City shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the improvements or facilities on the Premises by any federal, state, county, local or other governmental agency or entity. City and VRSD agree that City shall carry out its responsibilities under this Section 20 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

21. **INDEMNITY AND INSURANCE**.

a. **Indemnity**. VRSD shall not be liable for any loss, damage or injury of any kind or character ("liability") to any person or property arising from City's use of the Premises, or any part thereof, or caused by any defect in any improvement constructed by or for City thereon or in any equipment or other facility therein constructed or furnished by or for City, or caused by or arising from any act or omission of City or of any of its agents, employees, licensees, or invitees,

or by or from any accident on the Premises, or any fire or other casualty thereon, or occasioned by the failure of City to maintain the premises in safe condition; and City hereby waives on its behalf all claims and demands against VRSD for any such loss, damage or injury to City, and hereby agrees to indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and hold VRSD entirely free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom except to the extent such liability is caused by VRSD's acts, omissions or negligence.

b. **Insurance**. City shall, at its sole cost and expense and at all times during the term of this Lease, maintain in force and effect risk management practices for the benefit of VRSD and City. City's risk management practices include a self-insured retention and excess insurance coverage for general liability. On the date of execution of this Lease Agreement the City is self-insured for comprehensive general liability to a limit of $1,000,000 and has excess insurance coverage of $24,000,000 to a limit of $25,000,000. VRSD finds such practices and City's self-insured retention and excess insurance coverage to be satisfactory. City retains sole discretion to change its risk management practices during the term of this Lease Agreement, provided that such practices provide VRSD with protection from loss which is substantially equivalent to the protection afforded by City's risk management practices in effect on the date of this Lease Agreement. Throughout the term of this Lease Agreement VRSD shall be named as an additional insured under City's excess insurance coverage.

22. **ASSIGNMENT AND SUBLETTING**. As a material component of the consideration for this Lease Agreement, City agrees that City shall not assign or sublease the Premises without VRSD's consent, which can be arbitrarily withheld for any reason whatsoever; and VRSD agrees that VRSD shall not assign its rights or duties under this Lease Agreement without City's consent, which can be arbitrarily withheld for any reason whatsoever.

23. **DEFAULT**.

a. **Default by City**. Each of the following events shall be deemed to be an event of default hereunder:

(i) If City shall fail, neglect or refuse to pay any monies due hereunder or under the Agreement for Waste Disposal and/or Water and Wastewater Service Agreement, at the time and in the amount as therein provided, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or

(ii) If City shall fail to commence and thereafter to continuously conduct its operations on the Premises within the times and in the manner herein provided; or fail to use, maintain and operate the Premises as herein required or abandon the property, and if any such default should continue

for more than thirty (30) days after notice thereof in writing given to City; or

(iii) If City shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such default, if of a nature which can be cured, continues for more than fifteen (15) days after notice thereof in writing given to City by VRSD (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than thirty (30) days, City shall be deemed to have complied with such notice if City has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given; or

(iv) If any voluntary petition in bankruptcy or similar debtor's pleading under any section or sections of any bankruptcy act shall be filed by City, or if any voluntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or to effect upon City a plan of liquidation, composition or reorganization, or if any involuntary proceeding of the aforesaid nature be filed and City consents thereto or agrees therein by pleading or default, or if City makes any assignment of its property for the benefit of creditors, or the Premises are taken under a levy of execution or attachment in an action against City, or if a trustee or receiver is appointed over any substantial portion of City's assets or City's operations on the Premises, then neither this Lease nor any interest of City in or to the Premises shall become an asset in any such proceeding, and if any of the aforesaid occurrences is not dismissed or discharged within fifteen (15) days after VRSD's demand, or thirty (30) days after such occurrence, whichever date first occurs.

b. Default by VRSD. If VRSD shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by VRSD, and such default, if of a nature which can be cured, continues for more than thirty (30) days after notice thereof in writing given to VRSD by City (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than thirty (30) days, VRSD shall be deemed to have complied with such notice if VRSD has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given.

c. **VRSD Remedies**. Upon an event of City's default hereunder, VRSD shall have the right at any time thereafter to terminate this Lease forthwith and reenter the Premises and take possession thereof and remove all persons therefrom, whereupon City shall have no further claim thereto but shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and VRSD shall have the further right to exercise any other right now or hereafter afforded by law.

d. **City Remedies**. Upon an event of VRSD's default hereunder, City shall have the right at any time thereafter to terminate this Lease forthwith, but City shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and City shall have the further right to exercise any other right now or hereafter afforded by law.

e. **Alternative Dispute Resolution Remedy**.

(1) The parties agree to cooperate to implement this Lease Agreement. In the event of any dispute hereunder, the parties shall meet within five days of a written notice from either party requesting informal dispute resolution. The complaining party shall send such notice prior to initiating arbitration or other remedies available hereunder.

(2) Agreement to Arbitrate Limited Issues: The parties hereto for themselves and for their successors and assigns agree to submit disputes concerning the interpretation or enforcement of rights and duties under sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement to final and binding arbitration in Ventura County, California. Such arbitration shall comply with and be governed by the provisions of the California Arbitration Act contained in *Code of Civil Procedure* §§ 1280, et seq., including any subsequent amendments thereto and shall not include the right of discovery. The following matters are excluded from arbitration hereunder:

(a) Any action not concerning the interpretation or enforcement of rights and duties under Sections 8, 9, 10, 11, 14, 16, 17 or 20 of this Lease Agreement; or

(b) Any claim seeking more than $25,000 in damages or recovery (increased 2% per year during the term of this Lease); or

(c) Any action seeking equitable relief other than declaratory relief as to the meaning of a provision of Sections 8, 9, 10, 11, 14, 16, 17 or 20, provided that any declaratory relief award shall not serve as a precedent controlling a claim seeking more than $25,000 in damages or recovery (increased 2% per year during the term of this Lease).

The prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such arbitration which fees and costs shall not be added to the computation of the monetary jurisdiction limits specified above. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional

remedy shall not constitute a waiver of the right to arbitrate under this provision. With respect to all other issues excluded from arbitration hereunder, the parties may seek all available remedies in the court of competent jurisdiction in the County of Ventura, California.

3. Appointment of Arbitrators: If the parties are unable to agree on a single person to arbitrate such dispute within 15 days after a written demand for arbitration has been served by the demanding party upon the other party, then the selection of an arbitrator shall be made pursuant to the *California Code of Civil Procedure* §§1280, et seq., including any subsequent amendments thereto. The parties shall advance arbitrator's fees, as incurred, proportioned between them as the arbitrator shall determine, but the cost of arbitration shall ultimately be borne entirely by the losing parties or in such other manner as the arbitrator shall decide.

4. Power of Arbitrators: The provisions of this paragraph are an express limitation upon the jurisdiction of the arbitrator, the violation of which constitutes an act by the arbitrator in excess of his/her power and a basis for vacating the award pursuant to *California Code of Civil Procedure* §1286.2(d). The arbitrator shall follow substantive California law applicable to the issues which are the subject of the arbitration. The arbitrator shall prepare and serve written findings of fact and conclusions which adequately set forth the basis of his decision. Should any party, after proper notice, fail or refuse to participate in the arbitration, or any part thereof, the arbitrator will have the full power to proceed, to take evidence from those parties appearing and participating, and to perform any other acts necessary to arbitrate the matter. The arbitrator shall have no power to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in the County of Ventura or was not requested by a party. In no event shall the arbitrator have the authority to award punitive or exemplary damages or to issue any award relating to matters excluded from arbitration by subsection e.(2) above. The award of the arbitrator shall be enforceable according to the applicable provisions of the *California Code of Civil Procedure*. Judgment upon the award rendered by the arbitrator may be entered in any court having the requisite jurisdiction.

5. Expedience: If the arbitrator does not render and serve upon both parties a final award with written findings of fact and conclusion within 60 days of completion of the submission of evidence, the arbitration and the obligation to arbitrate the dispute may, at either party's election, be canceled, by written notice to the other party, and the parties shall be free to pursue other remedies legally available, and any pertinent claims requirement or statute of limitations shall be deemed to have been tolled for the period the arbitration procedure was ongoing.

24. TERMINATION

a. **Termination**. In addition to any event of termination arising from a party's exercise of its rights and/or remedies under the provisions of Section 23 (Default) above, this

Lease Agreement shall terminate immediately, without further notice, in the event any of the following circumstances occur:

(i) If City has not commenced construction of a golf course playing area on the Premises within five (5) years of the date of this Lease Agreement; or

(ii) If City abandons or vacates the Premises for ninety (90) days; or

(iii) Upon surrender, if City provides VRSD with sixty (60) days written notice of surrender.

b. **Return of Property**. Upon expiration or sooner termination of the Lease Agreement term, City shall quit the Premises together with the improvements, alterations, modifications, additions, fixtures, parts and surfaces thereof, clean and free of debris and in good operating order, condition and state of repair, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good and regular maintenance, repair and safety practice or by City performing all of its obligations under this Lease Agreement.

c. **Maintenance of Premises After Termination.** Upon termination of this Lease Agreement, VRSD shall be solely responsible for all liability and expense of the maintenance of the Premises and compliance with all Coastal Landfill Postclosure Maintenance obligations, except for any liability arising from City's negligence and further provided that, except in the case of termination due to VRSD's default, City shall pay VRSD for all costs, expenses and liabilities incurred by VRSD from the date of termination through December 21, 2025, as a result of any new postclosure maintenance requirement imposed because of development or use of the Premises as a golf course prior to termination, including, but not limited to, additional monitoring of groundwater and/or gas, imposed upon VRSD as a result of the revised Postclosure Plans and/or other regulatory documents relating to the golf course development. In the event of termination arising out of City's decision to not proceed with development of the golf course, City and VRSD, shall cooperate to seek revision of any new postclosure maintenance requirements imposed because of the anticipated development and use of the Premises as a golf course.

25. **HAZARDOUS MATERIALS**. City shall not spray, spread, irrigate, inject, deposit, dispose or otherwise apply under, on or upon the Premises any fertilizer, chemicals, waste products, or other substances which are toxic, hazardous or otherwise inappropriate or illegal for application upon agricultural or horticultural real property, except as reasonably necessary for City to conduct golf course activities on the Premises in accordance with applicable laws, rules, regulations, permit conditions and any manufacturer or supplier guidelines. City shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials, whether injurious by themselves or in combination with other materials. If City

breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by City results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which City is legally liable to VRSD for damage resulting therefrom, then City shall indemnify, defend and hold VRSD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space of any amenity of the Premises, damages arising from any adverse impact on developing or marketing the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the Lease Agreement as a result of such contamination.

26. **SERVICE AGREEMENTS**.

a. **Agreement for Waste Disposal**. City performance of all City obligations under the Agreement for Waste Disposal is an express, material obligation of its performance under this Lease Agreement.

b. **Water and Wastewater Services Agreement**. City performance of all City obligations under the Water and Wastewater Services Agreement is an express, material obligation of its performance under this Lease Agreement.

c. **Additional Waste Disposal Service Agreement**.

(1) If, at any time during the term of the Agreement for Waste Disposal, City or City's designee for solid waste hauling or processing does not have in effect one or more contracts for solid waste disposal at a landfill for some or all of the tons of solid waste generated in City, other than the Agreement for Waste Disposal, VRSD may offer City a proposal for a contract for solid waste disposal at the Toland Landfill for all or part of such tons that are not subject to another contract.

(2) A contract will be deemed to be in effect if: (i) the contract was in effect on the effective date of this Lease Agreement and has not expired or been terminated, either because the original term of the contract is in effect or because the contract is renewed or extended before expiration or termination; or (ii) City entered into the contract after the effective date of this Lease Agreement after giving VRSD an opportunity to offer a proposal, and VRSD did not offer a proposal or VRSD's proposal was not the lowest total cost alternative; or (iii) City's designee for solid waste hauling or processing entered into a contract before or after the effective date of this Lease Agreement. A contract that is in effect may be amended as the parties thereto agree, including but not limited to amendments that affect the number of tons that are subject to the contract, the compensation paid, or the term of the contract.

(3) If a contract proposal made by VRSD to City provides City with the lowest total cost alternative for solid waste disposal at a landfill, City shall accept the proposal and enter

into a contract with VRSD for disposal at the Toland Landfill of the number of tons proposed by VRSD at the price proposed by VRSD. The maximum term of such contract shall be five years with an option given to City to renew for an additional five years. VRSD and City shall negotiate in good faith as to any other provisions of the contract, but nothing in this Lease Agreement requires VRSD or City to agree to any other proposed provision of the contract.

(4) In determining whether VRSD has offered City the lowest total cost alternative for solid waste disposal at the landfill, VRSD and City shall compare the tipping fee offered by VRSD and the total cost to City of transportation and disposal at the Toland Landfill to the tipping fee offered by any other proposed contractor and the total cost to City of transportation and disposal at the proposed contractor's landfill.

(5) If a proposed contractor other than VRSD does not wish to make public the tipping fee or any other monetary incentives offered to City, VRSD and City shall devise a procedure, consistent with any State statutes applicable to VRSD and City, whereby a neutral third party chosen mutually by VRSD and City shall obtain the information from City and the proposed contractor in confidence and determine whether VRSD or the proposed contractor offers City the lowest total cost alternative for solid waste disposal at a landfill.

(6) Nothing in this Lease Agreement requires VRSD to make such a proposal or prohibits City from entering into a contract for solid waste disposal with a contractor other than VRSD if VRSD does not make such a proposal or if VRSD's proposal is not the lowest total cost alternative for solid waste disposal at a landfill.

(7) City's designee for solid waste hauling or processing may enter into contracts without regard to this Lease Agreement.

27. **CONDEMNATION**. If all or part of the Premises and/or any part of the Coastal Buffer Parcel or the Coastal Landfill Parcel shall be taken or condemned for a public or quasi-public use, all compensation awarded upon such condemnation or taking shall go to VRSD, and City shall have no claim thereto, and City hereby irrevocably assigns and transfers to VRSD any right to compensation or damages or bonus value of the Lease Agreement to which City may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, however, that in any condemnation proceeding in which City is not the condemning agency, any portion of said compensation or damages attributable to golf course improvements on the Premises constructed by City shall be paid to City up to the total actual cost of construction incurred by City.

28. **MISCELLANEOUS**

a. **Notices**. All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of

delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested (in which event such notice shall be deemed given two (2) days after the date of deposit in the mail), and addressed as follows:

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

VRSD:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attention: General Manager

b. **Incorporation of Exhibits**. All Exhibits referred to herein are deemed incorporated herein, as if fully set forth herein.

c. **Amendment**. Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, change, waiver, discharge or termination is sought. Each party acknowledges and agrees that no agent of any party shall have any actual or apparent authority to rely upon or assert any purported, implied or oral amendment or modification hereof. Each party waives the future right to claim, contend or assert that this Agreement was modified, canceled, superseded or changed by an oral agreement, course of conduct, estoppel or any other occurrence.

d. **Entire Agreement**. This Agreement, together with all instruments, exhibits, schedules and other agreements being executed and delivered simultaneously with or pursuant to this Agreement, or which are incorporated herein by reference, shall constitute the entire agreement among the parties to this Agreement pertaining to the subject matter hereof and supersede all prior understandings and negotiations, whether oral or written. The parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. Each party acknowledges that it has expressly bargained for a prohibition of any implied or oral amendments or modifications of any kind, nature or character. Each party acknowledges and agrees that (1) this Agreement is fully integrated and requires no parol evidence to reflect the intentions of the parties, (2) the literal words of this Agreement shall and do govern the transactions described herein, and (3) prior negotiations, drafts and other extraneous communications shall have no significance or evidentiary effect whatsoever.

e. **Captions and Headings**. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation of any provision of or the scope or intent of this Agreement.

f. **No Course of Conduct**. At no time shall the prior or subsequent course of conduct by any of the parties hereto directly or indirectly limit, impair or otherwise adversely affect any of the rights or remedies of any party in connection with this Agreement, or detract from or otherwise affect the literal interpretation and effect of this Agreement, since the parties hereto agree that this Agreement shall only be amended by written instruments executed by the parties, as provided herein.

g. **Interpretation**. This Agreement shall be construed to liberally effectuate the rights and remedies of the parties as expressed herein, and neither such principle of interpretation nor the express language of this Agreement shall be impaired or adversely affected by any prior discussion, form or draft of this Agreement. The deletion of any provision from a prior draft of this Agreement shall not, and shall not be deemed to, constitute (and shall not be used as) evidence of any fact or interpretation, since the parties may disagree as to the meaning and effect of such a deletion, as well as to their respective reasons for agreeing to such a deletion, and no prior draft of this Agreement shall be admissible as evidence of the meaning of this Agreement.

h. **Construction**. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

i. **Time Is of The Essence**. Time is of the essence in this Agreement, and all deadlines shall be strictly adhered to, unless otherwise provided herein. Any failure or refusal to timely perform any action or duty, no matter how minor or trivial the delay may be, but subject to any applicable grace period, shall be deemed a material breach of this Agreement.

j. **Governing Law**. This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

k. **No Waiver**. The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act

required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded. Any provision of this Agreement may be waived by the party for whose benefit it is made, but no waiver shall be effective unless it is in writing and signed by the waiving party or an authorized representative of the waiving party.

l. **Representation**. The parties hereby acknowledge that each has been represented by independent counsel in negotiation of this Agreement. VRSD has been represented by Mark A. Zirbel, a member of the firm of Arnold, Mathews, Wojkowski & Zirbel, and City has been represented by Gary L. Gillig, City Attorney. The counsel representing each party was of his or her own choosing and this Agreement has been read by the parties and has been explained to them by their respective counsel as to its meaning and legal consequences. The parties have reviewed this Agreement with their respective counsel and have received from their respective counsel satisfactory answers and explanations regarding all matters contained herein as to which they may have had any questions whatsoever. This Agreement or any provision hereof shall be fairly interpreted and shall not be construed strictly against either party on the basis that either party is the drafter of this Agreement or any specific provision hereof.

m. **Attorneys Fees**. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witnesses, travel, etc., and a reasonable attorneys fee to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys fees on appeal, if any. The court shall determine who is the "prevailing party." If either party is reasonably required to incur such out-of-pocket expenses and attorney's fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys fees whether or not action is filed.

n. **No Partnership**. Nothing contained in this Agreement shall be construed as or be deemed to create any association, partnership or other business organization as between the parties to this Agreement.

o. **Further Assurances**. The parties agree to execute all documents and instruments and to take all action as may be specifically provided for herein, and shall use their best efforts to accomplish the provisions hereof. As to each document to be prepared, signed, delivered, filed and/or recorded as described herein, any such document, instrument or deed may be hereafter modified or amended in an insubstantial and immaterial manner as reasonably approved by legal counsel to the parties hereto and executed by the parties or their successors and assigns on or

before the date such documents are recorded. VRSD's General Manager and City's City Manager are hereby authorized to accept other documents or take other action consistent with this Lease Agreement and the other agreements referred herein in order to carry out the intent of this Lease Agreement. Each party shall diligently and in good faith pursue the performance of this Agreement and the satisfaction of all contingencies subject to their approval.

p. **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part thereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

q. **Successors**. Except as otherwise provided herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

r. **No Third Party Benefitted**. Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

"VRSD"

VENTURA REGIONAL SANITATION DISTRICT

By: _____
John Zaragoza, Chairman
Board of Directors

"City"

CITY OF OXNARD

By: _____
Dr. Manuel M. Lopez, Mayor

[signatures continue on page 36]

ATTEST:

Rhonda Catron, Clerk of the Board

APPROVED AS TO FORM:

Mark A. Zirbel,
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

APPROVED AS TO FORM:

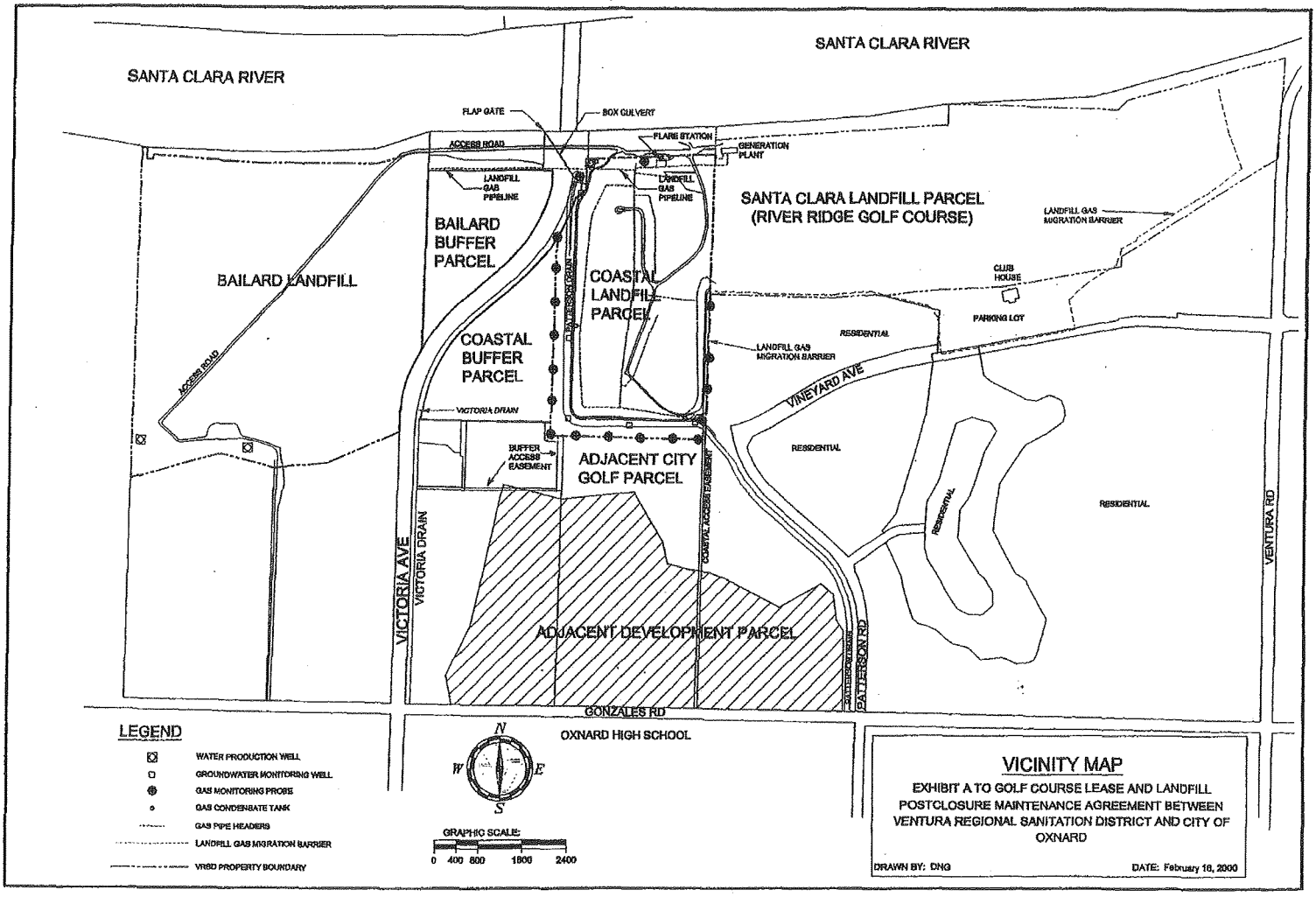
11-14-00

Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE

Stan Kleinman, Risk Manager

VRSD\General\Documents\ Oxnard Lease


SANTA CLARA RIVER
SANTA CLARA RIVER
FLAP GATE
BOX CULVERT
ACCESS ROAD
FLARE STATION
GENERATION PLANT
LANDFILL GAS PIPELINE
LANDFILL GAS PIPELINE
SANTA CLARA LANDFILL PARCEL (RIVER RIDGE GOLF COURSE)
LANDFILL GAS MIGRATION BARRIER
BAILARD BUFFER PARCEL
BAILARD LANDFILL
COASTAL LANDFILL PARCEL
CLUB HOUSE
PARKING LOT
RESIDENTIAL
LANDFILL GAS MIGRATION BARRIER
ACCESS ROAD
COASTAL BUFFER PARCEL
VINEYARD AVE
VICTORIA DRAIN
BUFFER ACCESS EASEMENT
ADJACENT CITY GOLF PARCEL
RESIDENTIAL
RESIDENTIAL
RESIDENTIAL
VICTORIA AVE
VICTORIA DRAIN
COASTAL ACCESS EASEMENT
ADJACENT DEVELOPMENT PARCEL
PATTERSON RD
VENTURA RD
GONZALES RD
OXNARD HIGH SCHOOL
LEGEND
WATER PRODUCTION WELL
GROUNDWATER MONITORING WELL
GAS MONITORING PROBE
GAS CONDENSATE TANK
GAS PIPE HEADERS
LANDFILL GAS MIGRATION BARRIER
VRSD PROPERTY BOUNDARY
N
W
E
S
GRAPHIC SCALE:
0 400 800 1600 2400
VICINITY MAP
EXHIBIT A TO GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND CITY OF OXNARD
DRAWN BY: DNG
DATE: February 16, 2000

GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT B
(BAILARD BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Westerly terminus of the third course of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county; thence along the boundary of said Deed recorded in Book 4445, Page 904, South 1° 27' 16" West 350.15 feet to the True Point of Beginning; thence continuing along the boundary of Parcel A per said Deed in Book 4445, Page 904 the following 5 courses,

1st: North 89° 45' 45" East 85.54 feet to a point; thence,

2nd: South 1° 27' 16" West 138.48 feet to a point; thence,

3rd: Southerly and Southwesterly along a curve concave Northwesterly, having a radius of 1415.58 feet at a central angle of 37° 14' 52", the radial of which at said point bears North 76° 36' 31" West, an arc distance of 920.26 feet to a point; thence,

4th: South 50° 47' 01" West 399.53 feet to a point; thence,

5th: Southwesterly along a tangent curve concave Southeasterly, having a radius of 1575.00 feet and a central angle of 21° 40' 00", an arc distance of 599.72 feet to a point in the Westerly line of said Parcel B; thence Northerly along the Westerly line of said Parcel B,

6th: North 1° 15' 41" East 1610.81 feet to the Southwesterly corner of that certain Deed recorded in Book 4437, Page 688 of Official Records in the Office of the County Recorder of said county; thence Easterly along the Southerly line of last said Deed,

7th: North 89° 45' 45" East 1053.58 feet to the True Point of Beginning.

GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT C
(COASTAL BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Northwest corner of Parcel B, as shown on that certain map filed in Book 30, Pages 22 and 23 of Parcel Maps, in the Office of the County Recorder of said county; thence Easterly along the Northerly line of Parcel B of said Parcel Map, south 89° 02' 49" East to the Northeast corner of Parcel B of said Parcel Map, said Northeast corner also being the True Point of Beginning; thence Easterly along a prolongation of the North line of Parcel B of said Parcel Map.

1st: South 89° 02' 49" East 817.92 feet to an intersection with the Westerly line of that certain Deed recorded July 15, 1988 as Document no. 88-099785 of Official Records; thence Northerly along said Westerly line,

3rd: North 01° 15' 31" East 1672.65 feet to an intersection with the Southeasterly line of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county, said intersection also being a point on a curve concave Northwesterly having a radius of 1721.73 feet, a radial line to said curve bears South 58° 29' 32" East; thence Southwesterly along the Southeasterly line of said Deed the following 4 courses,

4th: Southwesterly along said curve through a central angle of 20° 29' 41" an arc distance of 615.86 feet; thence,

5th: South 50° 47' 01" West 408.00 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1380.00 feet; thence,

6th: Southwesterly and Southerly along said curve through a central angle of 41° 11' 11" an arc distance of 992.00 feet; thence,

7th: South 09° 35' 50" West 99.77 feet to an intersection with the Northerly line of Parcel B of said Parcel Map; thence Easterly along said Northerly line,

8th: South 89° 02' 49" East 374.37 feet to the True Point of Beginning.

GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT D
(COASTAL LANDFILL PARCEL)

Parcel 1 (Landfill)

Fee simple title in and to a portion of Parcel A of Subdivision No. 4 of the Rancho El Rio de Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the Office of the Ventura County Recorder in Book 3, Page 44, of Miscellaneous Records, described as follows:

Beginning at the Southwest corner of the property deeded to the City of Oxnard and described in Book 3290, Page 40 of Official Records of said County, said point being the Westerly terminus of the sixth course of Annexation No. 68-10 to said City as filed with the Secretary of State on July 8, 1968; thence Northerly 115 feet along the seventh course of said annexation to the True Point of Beginning; thence,

1st: South 87° 47' 14" West 1194.27 feet; thence,

2nd: South 1° 27' 42" West 177.54 feet; thence,

3rd: South 51° 41' 00" West 119.00 feet; thence,

4th: Southerly along a curve concaved Westerly having a central angle of 3° 48' 56", radial bearing of South 71° 32' 56" East and radial distance of 1721.73 feet. This same curve has an arc distance of 114.66 feet to a point in the Westerly line of said parcel "A", (3 M.R. 44) thence,

5th: South 1° 15' 50" West 1926' along the Westerly line of Parcel "A"; thence along a line parallel to the Southerly line of said Parcel "A",

6th: East 1321.98 feet more or less to a point in the East line of Parcel "A", (3 M.R. 44) said point also lying in the Southerly prolongation of the Westerly line of Parcel "B" of Annexation to the City of Oxnard 77-4 as filed with the Secretary of State on November 7, 1978; thence along said Southerly prolongation and the Westerly line of said annexation,

7th: North 1° 15' 50" East 2325.22 feet to the True Point of Beginning and containing approximately 69.3 acres.

Parcel 2 (Patterson Drain West of Landfill)

That portion of Parcel B of Subdivision No. 4 of the Rancho El Rio De Santa Clara O'La Colonia, in the County of Ventura, State of California, as shown on the Map recorded in the Office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Easterly line thereof being the Westerly line, and Southerly prolongation thereof, of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura County Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Northwesterly in the Southeasterly line of Victoria Avenue, as described in Parcel A in the Deed to County of Ventura, recorded August 13, 1975, as Document No. 54364, in Book 4445, Page 904 of Official Records, and to terminate in an line parallel with and distant Southerly 120.00 feet from the Westerly prolongation of the Southerly line of said Parcel 1 (Landfill Parcel).

Parcel 3 (Patterson Drain South of Landfill)

That portion of Parcel A of Subdivision No. 4 of the Rancho El Rio De Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Northerly line thereof being the Southerly line of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Easterly and Westerly in the Easterly and Westerly lines of said Parcel A.

EXCEPT all oil, gas, other hydrocarbon substances and minerals in and under said Parcels 1, 2 and 3.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: December 16, 2025

TO: City Council

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

SUBJECT: TEFRA Hearing - Casa de Carmen Apartments.

RECOMMENDATION

That the City Council:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing regarding the issuance of tax-exempt bond financing not to exceed $32,000,000 by the California Statewide Communities Development Authority (CSCDA) for the benefit of Community Development Partners, to provide financing for the acquisition and development of a multi-family rental housing project located at 241 West Second Street, known as Casa de Carmen Apartments (Bonds); and
2. Adopt a resolution approving the issuance of Bonds by the CSCDA.

(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/z8mi9n8KNRY

BACKGROUND

A Tax Equity Financial Responsibility Act (TEFRA) hearing was held and a resolution was approved for the 2nd & B Apartments on April 5, 2022. The 2nd & B Apartments are now known as Casa de Carmen Apartments and are located at 241 West Second Street ("Project").The mixed-use Project will include 55 permanent supportive housing units, which are to be occupied by low and extremely-low income individuals, plus one unrestricted manager's unit, a navigation center with 110 shelter beds, and office space for leasing and supportive services. The Project is estimated to receive its certificates of occupancy for the residential units and navigation center by the end of the calendar year and has already received a Temporary Certificate of Occupancy for the residential portion of the Project on October 30, 2025. The Project will then be preparing to convert from construction financing to permanent financing. Since it has been more than three years since the original TEFRA hearing, a new TEFRA hearing is required for this technical re-issuance.

Community Development Partners is the developer of the Project and has an ownership interest in 2nd & B LP. as its sole Administrative General Partner. 2nd & B LP. ("Borrower") is the entity that presented an application to the California Statewide Communities Development Authority (CSCDA) for a bond issuance to finance the acquisition and development of the Project. The Borrower requested that the CSCDA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $32,000,000 of Exempt Facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986.

DISCUSSION

Prior to issuance, Section 147(f) of the Internal Revenue Code of 1986, requires bonds to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a

governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing ("TEFRA hearing") is held, following reasonable public notice. The Internal Revenue Code does not specify which governmental entity must hold the TEFRA hearing, however; they are commonly hosted by the city council of the city where projects are located. Therefore, the City of Oxnard is conducting a TEFRA hearing providing members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance. Adoption of the resolution is solely for the purposes of satisfying the requirements of the TEFRA hearing, the Internal Revenue Code and the California Government Code Section 6500 (and following). Prior to the TEFRA hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The California Statewide Communities Development Authority (CSCDA) was created in 1988 pursuant to California's Joint Exercise of Powers Act to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects. Currently, more than 500 cities, counties and special districts have become Program Participants to CSCDA, which serves as their conduit issuer and provides access to an efficient mechanism to finance locally-approved projects.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no fiscal impact to the City of Oxnard. The Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrower with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

COMMITTEE OUTCOME

This is a Public Hearing, therefore this item did not originate in Committee.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1- Resolution
2. Attachment 2- Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR 2ND & B APARTMENTS AKA CASA DE CARMEN

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Oxnard (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, 2nd & B LP., a California limited partnership or a partnership of which Community Development Partners (the "Developer") or a related person to the Developer is the general partner, has requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $32,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction and development of a multifamily rental housing project located at 241 West 2nd Street, Oxnard, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any fund whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 6. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Oxnard at a regular meeting of said Council held on the 16th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

TEFRA HEARING FOR STATE BOND ISSUANCE FOR CASA DE CARMEN APARTMENTS

Brenda Lopez, Director
Housing Department
City Council
December 16, 2025

CITY OF OXNARD CALIFORNIA

TEFRA HEARING

1. The developer of the 2nd & B Apartments, now known as Casa de Carmen Apartments ("Project"), has applied for issuance of $32,00,000 of tax-exempt residential rental project facility bonds from the California Statewide Communities Development Authority (CSCDA).

2. The purpose is to finance the acquisition and development of the Project which is a mixed-use multifamily rental project located at 241 West Second Street.

3. The Tax Equity Fiscal Responsibility Act (TEFRA) requires a public hearing (TEFRA hearing) in order for Bonds to qualify as tax-exempt.

4. The TEFRA hearing is intended to allow for community input on the use of tax-exempt bonds for financing projects.

5. There is no City financial obligation or liability arising from state bond issuance.

6. A TEFRA hearing was previously held and a resolution was approved for this project on April 5, 2022. Since it has been more than three years, a new TEFRA hearing is required for this technical re-issuance.

CASA DE CARMEN APARTMENTS

1. Community Development Partners is the developer of the Project and has ownership interest in 2nd & B LP. as its sole Administrative General Partner. 2nd & B LP. is the entity that applied for the tax-exempt bonds.

2. The Project will provide 55 units of Permanent Supportive Housing, one unrestricted manager's unit, and a navigation center with 110 shelter beds for low-income and extremely low-income persons.

3. The project is estimated to receive its certificates of occupancy for the residential units and navigation center by the end of the calendar year and received a Temporary Certificate of Occupancy for the residential portion of the Project on October 30, 2025.



RECOMMENDATION

That the City Council:

1. Conduct a Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing regarding the issuance of tax-exempt bond financing not to exceed $32,000,000 by the California Statewide Communities Development Authority (CSCDA) for the benefit of Community Development Partners, to provide financing for the acquisition and development of a multi-family rental housing project located at 241 West Second Street, known as Casa de Carmen Apartments (Bonds); and

2. Adopt a resolution approving the issuance of Bonds by the CSCDA.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.2

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Request to designate a property as a Historical Landmark and enter a Mills Act Contract with the City, located at 119-127 South D Street, Planning and Zoning Permit Nos. 25-680-01 (Mills Act Agreement) and 25-681-02 (Landmark Designation) (APN: 202-0-044-020).

RECOMMENDATION

That the City Council:

1. Conduct a Public Hearing; and
2. Find the project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15331 (Historical Resource Restoration/Rehabilitation); and
3. Adopt a resolution upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as Schuster Court, located at 119-127 South D Street, as Ventura County Historical Landmark No. 184; and
4. Approve and authorize the Mayor to execute a Mills Act contract (Agreement No. A-8605) with Southern California 2022 Properties LLC (Property Owner) to maintain and preserve a historic property located at 119-127 South D Street (Landmark No. 184) for the benefit of reduction in property taxes.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Al_4IeMhbVg

BACKGROUND

Executive Summary

The applicant is seeking a Mills Act contract that would provide property tax savings for the purpose of rehabilitating and maintaining a local historic development. A property applying for a Mills Act contract must be designated as a Landmark or within an area designated as a Landmark. The County of Ventura Cultural Heritage Board (CHB) reviewed the request and recommended the application for approval as the property is an exemplary example of post-war courtyard style multi-family developments that were primarily built between the 1920s and 1950s. The proposed contract includes a 10-year rehabilitation plan that defines specific rehabilitation items that would be carried out to preserve and enhance the historical integrity of the property.

Property Background

The subject site consists of two lots of a 1901 subdivision map, which have since been combined into a single parcel. The two lots originally had a single family residence. The lots were purchased by general contractor Albert E. Schuster in 1941, who completed the further development of multi-family on the property in 1942, historically named Schuster Court. Today the property consists of 7 detached buildings organized around a courtyard. There are 3 units on both the north and south sides of the courtyard and the larger building on the west side of the courtyard (rear of the property) has 3 attached units.

Cultural Heritage Board, LandMark Designation, and the Mills Act

Oxnard City Council Resolution 10,135 establishes procedures and standards for declaring landmarks and historical points of interest within the City, and Resolution 13,215 establishes requirements for Mills Act Contracts in Oxnard (Attachment 6). Resolution 10,135 established the County of Ventura Cultural Heritage Board as the CHB for the City of Oxnard. Since that time, the City of Oxnard has contracted with the County of Ventura Resource Management Agency to review and make recommendations on historical applications, including Mills Act applications.

A Landmark Designation for the property would designate the property as a Ventura County Historical Landmark. Due to the adoption of the County's Cultural Heritage Ordinance (Attachment 7) through City Council Resolution 10,135, a Landmark must meet the criteria in the ordinance. This is within section 1367 (Attachment 7), which lays out 4 criteria, one or more which must be met to qualify as a potential Landmark, in addition to the development also maintaining a high level of historic integrity. There are 3 additional findings in subsection 1367-1 that must be met as well.

The Mills Act is part of the state government code, section 50280, which allows a City to adopt an ordinance and engage in contracts with property owners to preserve historic resources. Government Code 50280 mandates much of what is within the contract, such as the 10-year initial time frame, the process for non-renewal or cancellation, the cancellation fee, and the requirement to have a 10-year rehabilitation plan, which lays out yearly work items for the development to maintain and enhance its historical integrity.

The goal of the Mills Act is to incentivize maintaining historic resources and revitalize elements that have lost their historic integrity. As stated in Oxnard City Council Resolution 13,215, "preservation of cultural and historic resources of the City contributes to the quality of life in the City and to the welfare of City residents and visitors." (Attachment 6).

The subject application required a hearing for the CHB to provide input and recommendations, as well as find the proposal in compliance with the Secretary of the Interior's Standards. This site's CHB hearing was held on October 13, 2025, where both the proposed Landmark Designation and the requested Mills Act contract were reviewed and recommended for approval by the Oxnard City Council.

DISCUSSION

The project is eligible to be a Landmark since the development meets the required criteria (Attachment 7) as supported by the historical survey performed on the property (within Attachment 2). It is in proximity to the historic district and is clearly of architectural significance due to the style of housing that was popular in Southern California during the post-war housing boom. As noted in the historic survey, only 15 of these courtyard style multi-family developments were constructed in Oxnard with 7 remaining. Two of these remaining courtyard style developments are already designated individually as landmarks and have Mills Act contracts.

The Landmark Designation is a critical piece of this application as it is necessary for a Mills Act contract. All current Mills Act properties are either designated as a Landmark directly, such as the architecturally similar McColm Apartments at 534-545 South F Street, or they are part of a Landmark District such as the Henry T. Oxnard District. The subject property, located at 119-127 South D Street, is slightly outside the Historic District boundary, therefore necessitating its own Landmark Designation to be approved for a Mills Act contract.

The ten-year rehabilitation list within Attachment 4 was created by the property owner with recommendations by the Cultural Heritage Board staff, with input from City staff. One of the primary items on the ten-year rehabilitation list, is repairing of window frames in year one and the replacement of non-original windows in years 2 and 3 with historically accurate windows in look and material (Attachment 3). Some other key items include refurbishing the iconic address plates and their lighting, installing a landmark plaque at the property, and refinishing the original tubs and sinks, among the restoration of other interior elements.

The Mills Act contract will afford a reduced property tax on the subject property, as calculated by the County Assessor based on the Mills Act and the Revenue & Taxation Code. Either the property owner or the City of Oxnard may end the contract by filing a 'notice of non-renewal', which would allow the contract to stop its annual renewal and 'wind down' the tax savings over the following years. If the terms of the contract are violated by the property owner and the City

cancels the contract, the owner must pay a cancellation fee of 12.5% of the current fair market value of the property at the time of cancellation.

The subject property is eligible for both the Landmark Designation and a Mills Act contract, and based on evidence that supports its history and current historical integrity, staff recommends City Council approval of the Landmark Designation as well as the Mills Act contract.

Environmental Determination

In accordance with Section 15331 (Class 31, Historical Resource Restoration/Rehabilitation) of the California Environmental Quality Act (CEQA) Guidelines, projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings may be found to be exempt from the requirements of the CEQA. No exceptions to the exemptions (section 15300.2) apply. The property has no sensitive habitat or environmental features and would also not result in a substantial adverse change in a historical resource.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

When the City engages in a contract with a property owner under the Mills Act, property taxes are reduced through the County Assessor's office in exchange for the continued preservation of the property. The property taxes are recalculated using a formula in the Mills Act and Revenue and Taxation Code. This results in a range of potential tax savings, due to the different variables that are a part of the formula which the County Assessor's office will use for calculating the savings. If the property taxes were reduced by 50% due to the Mills Act contract, a reasonable but approximate estimate, then the property taxes collected would be reduced by approximately $19,000 per year (based on the current tax assessment) which would result in a reduction in property tax revenue to the City of Oxnard of $3,344 per year (assuming 17.6% of the property tax is allocated to the City of Oxnard, based on 2021 Oxnard Budget data).

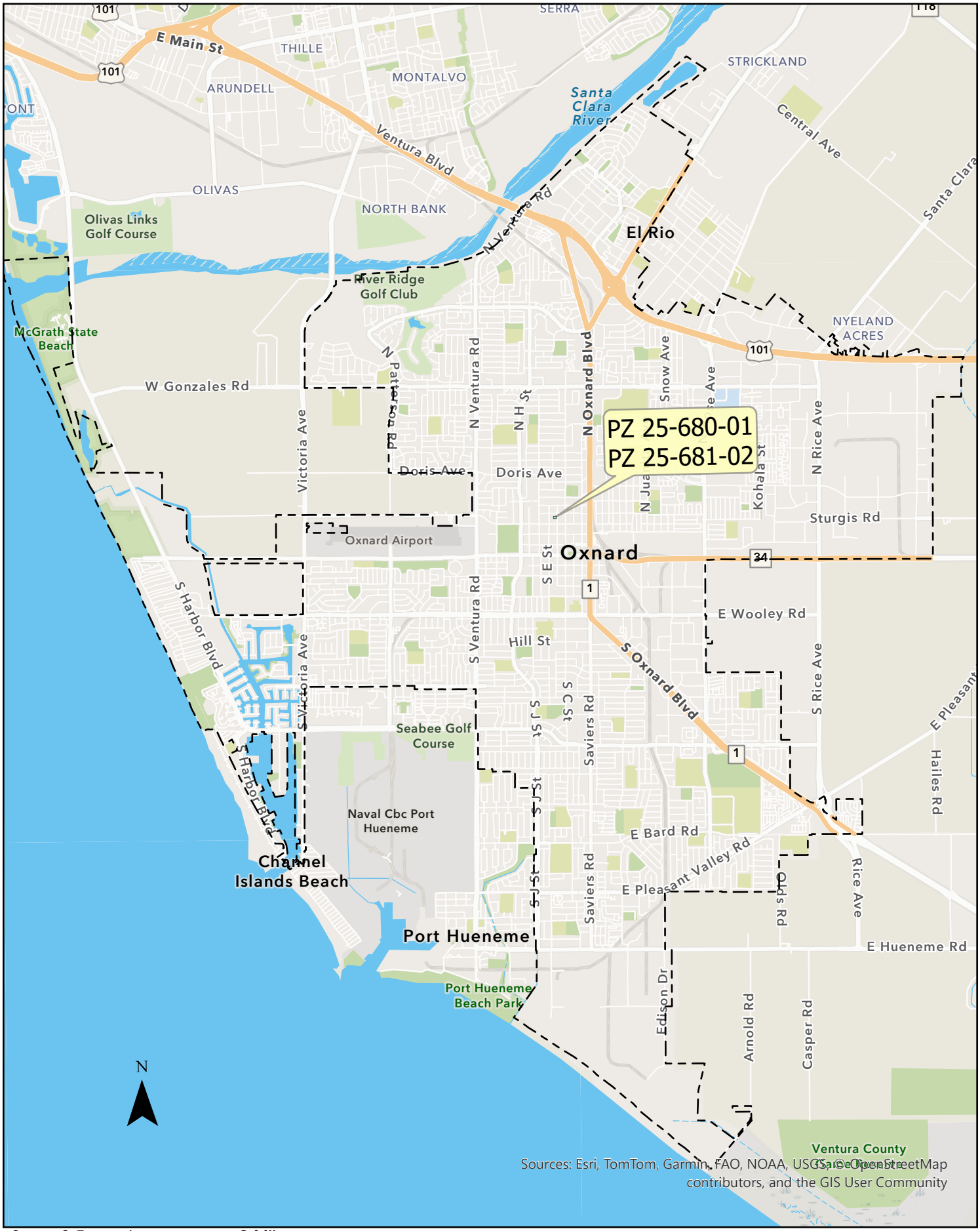
COMMITTEE OUTCOME

This is a Public Hearing, therefore this item did not originate in Committee. In addition, the recommended actions were reviewed by the County of Ventura Cultural Heritage Board (CHB). County staff and Cultural Heritage Board members were in consensus that the property met criteria 1 and 3, giving the property eligibility as a Landmark (Attachment 2). There was limited discussion prior to the approval of the item. Questions were asked of staff about the 10-year rehabilitation plan to seek understanding on the work items and the order, whether the garage is part of the contract, as well as if the contract can be amended. The applications were recommended for approval by the Oxnard City Council as voted by the CHB 5-0.

Prepared by: Daniel Houck, Associate Planner

ATTACHMENTS

1. Maps (Aerial, Vicinity, General Plan, Zoning)
2. Cultural Heritage Hearing Staff Report 10.13.25
3. List of Significant Character Defining Features
4. Mills Act Contract
5. Draft Landmark Designation Resolution
6. Resolution Nos. 10,135 and 13,215
7. Ordinance 4604 (County Cultural Heritage Ordinance)
8. Staff Presentation



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Vicinity Map

PZ 25-680-01
PZ 25-681-02



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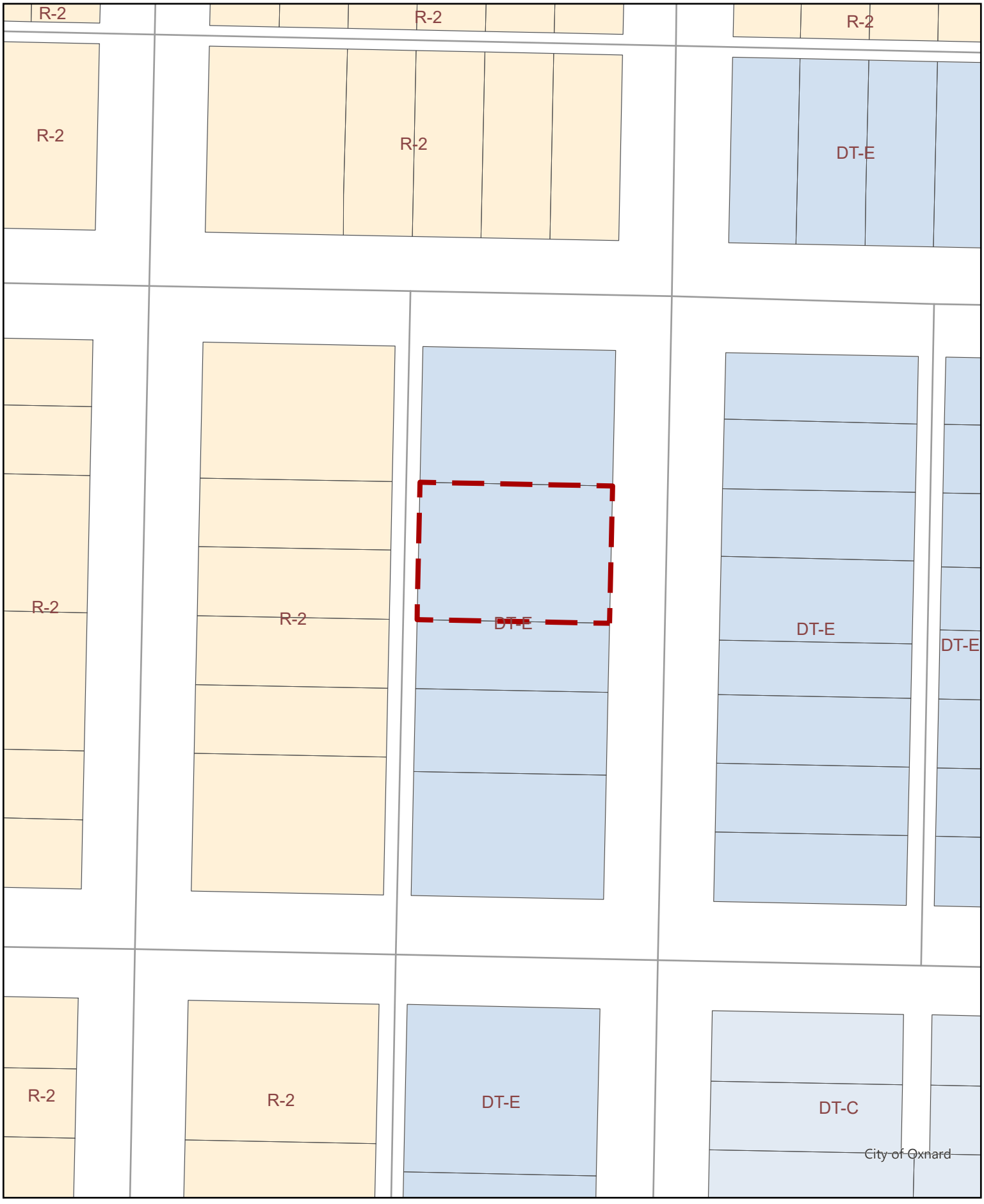
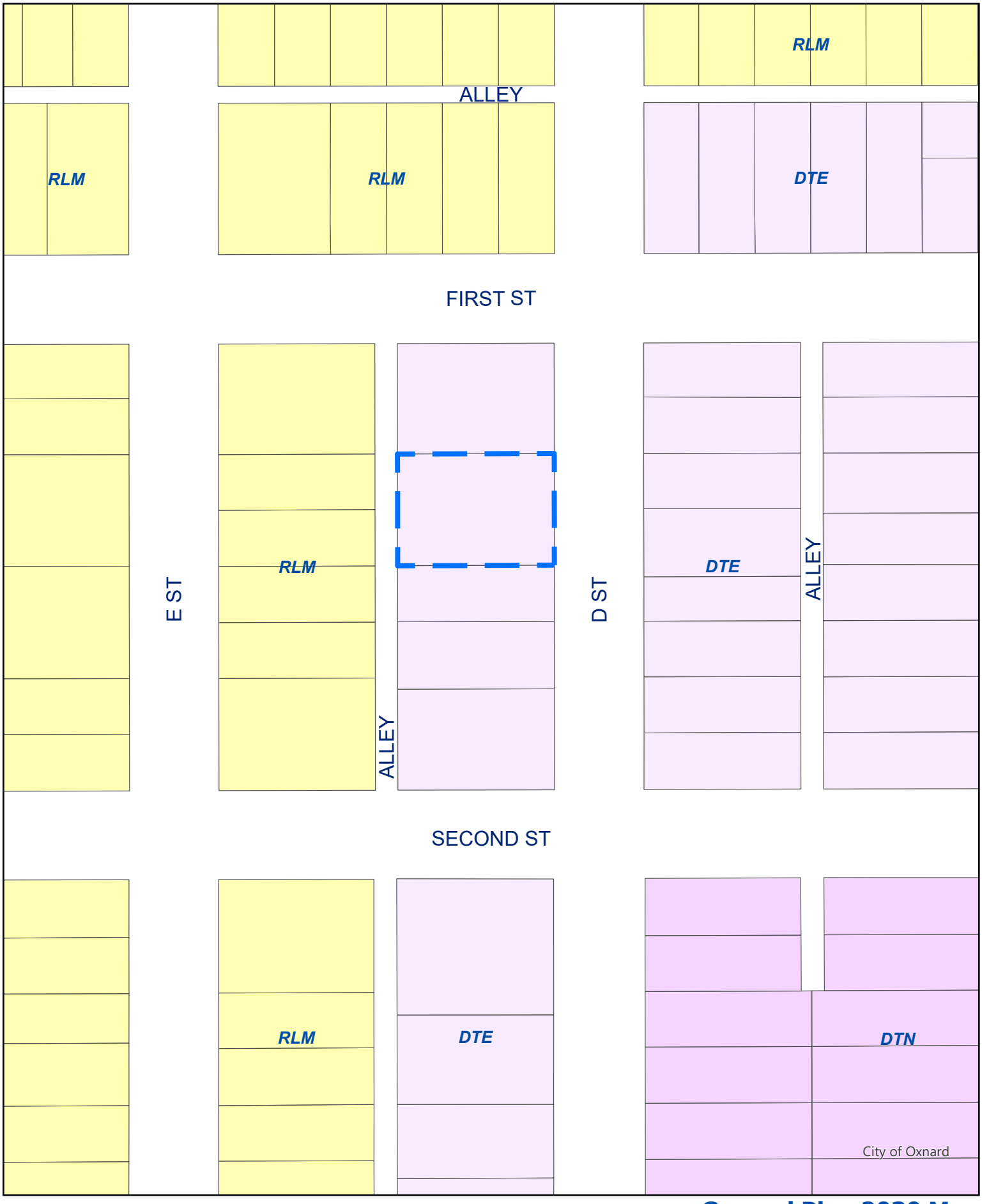
Aerial Map

PZ 25-500-01



Zoning Map

PZ 25-680-01
PZ 25-681-02



0 45 90 180 Feet

N

General Plan 2030 Map

PZ 25-680-01
PZ 25-681-02

I. APPLICANT/PROPERTY OWNER:

Applicant/Property Owner: Southern California 2022 Properties, LLC
4130 Arrowhead Circle
Westlake Village, CA 91362

II. REQUEST:

A request for a recommendation regarding landmark designation and adoption of a Mills Act contract for a property located at 119-127 S D Street, Oxnard, CA 93030. (Case No. CH24-0026).

III. LOCATION AND PROPERTY INFORMATION:

119-127 S D Street, Oxnard, CA 93030
Assessor's Parcel Number (APN): 202-0-044-020
Historic Designation: undesignated, determined eligible for landmark listing
Common/Historic Name: Schuster Court

The subject property is a 0.32-acre parcel containing a 9-unit courtyard apartment complex originally built in 1942. The complex was built as part of a postwar population boom that created an urgent need for housing throughout Southern California. The property is an example of the "u-parti" form of courtyard apartment complex, which is defined by building masses enclosing a courtyard on three sides with an opening facing the street.

IV. PROJECT SCOPE:

On August 18, 2025, City of Oxnard staff forwarded to CHB staff a request for a recommendation regarding landmark designation (Exhibit 2) and adoption of a Mills Act contract for a property located at 119-127 S D Street, Oxnard, CA 93030. The property owner requested to enter into a Mills Act contract with the City of Oxnard for the potential benefit of property tax savings in exchange for continued preservation of the subject property. On September 5, 2025, CHB staff visited the subject property and provided recommendations regarding potential work items to include in the contract's Ten-Year Rehabilitation Plan. Landmark designation is a required prerequisite in order for the property owner to be eligible to enter into a Mills Act contract. In accordance with Section 1365-1 et seq. of Ventura County Ordinance No. 4604 and Resolution 10,135 of the City of Oxnard, the Oxnard City Council is the final authority for landmark designation and adoption of a Mills Act contract. Refer to Figure 1 for a historical view of the subject property and Figure 2 for a contemporary view.

Figure 1 – Historical View of Subject Property, c. 1955



Credit: San Buenaventura Research Associates

Figure 2 – Contemporary View of Subject Property, 2024



Credit: San Buenaventura Research Associates

V. PROPERTY DESCRIPTION:

The subject property was evaluated in a Historic Resources Report ("Historic Report") prepared by San Buenaventura Research Associates on August 26, 2024 (Exhibit 1).[1] According to the Historic Report, the original 7-unit courtyard apartment complex was completed on the property in 1942 by and for general contractor Albert E. Schuster and his wife, Amanda Egbert Schuster. Schuster advertised the production of his designs to his clients, and consequently very likely designed this project for himself.[2] The westernmost one- and two-story building in the complex was originally constructed as a single unit residence, which the owners occupied until selling the property to Albert J. and Elise Jourdan of Santa Paula in 1944. The new owners apparently also lived in the single unit residence. The property was sold again in 1953 to Harry J. and Louise Savage, who split the rear building into two units in 1955. The rear unit was later modified into three units, bringing the total number of units to nine.[3]

Historical Background

The Town of Oxnard was laid out in 1898 on the lands of John G. and Aranetta Hill. It was primarily a neighborhood of single-family homes during the early years. With the 1920s housing boom, multifamily housing units began to make an appearance, primarily in the form of courtyard housing.[4] Between 1920 and 1950, approximately fifteen such properties were developed throughout the city. Today, only about seven remain, including the subject property. Two of these courtyard complexes are designated as landmarks. The courtyard at 521 S. F Street was designated in 2010 and 534-42 S. F. Street in 2014 on the basis of their significance as a type of residential construction (courtyard housing).[5]

VI. SIGNIFICANCE:

According to the Historic Report, the subject property is significant for its reflection of the postwar multifamily housing boom in Southern California (Criterion 1) and as an example of courtyard housing built in the Minimal Traditional architectural style, a commonly employed style during the immediate prewar and postwar period (Criterion 3).[6] The Minimal Traditional style incorporates familiar design elements derived from historical architectural styles into otherwise Modern buildings; characteristic features

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1 *Historic Landmark Nomination, 119-127 S. D Street, Oxnard, Ventura County, CA*, San Buenaventura Research Associates, August 26, 2024

2 Ibid.

3 Ibid.

4 Ibid.

5 Ibid.

6 Ibid.

of this style observed at the subject property include its hipped roof with intersecting gables, shallow eaves, and wood drapery patterns.[7]

According to the Historic Report, the apartment complex has retained sufficient integrity to convey its significance as an example of courtyard housing in Oxnard. Some changes have been made over the years, including the removal of original windows and the addition of walkway railings. An appropriate period of significance for the property extends from when it was completed in 1942 through the alterations made in 1955 to divide the rear building into a duplex.[8]

VII. MILLS ACT PROGRAM REQUIREMENTS:

The requested Mills Act Contract is a formal agreement between the City of Oxnard and the property owner for a minimum term of ten years. The contract automatically renews each year on its anniversary date and another year is added to the effective term of the contract. The contract runs in perpetuity with the land unless non-renewed by the property owner. The contract is transferred to new owners when the property is sold and is binding on all successive owners.

Minimum Preservation Standards

The property owner agrees to restore, repair, maintain, and protect the property for the life of the contract in accordance with the specific historic preservation standards and conditions identified in the proper maintenance of the property (Exhibit 4, Contract Exhibit C). The proposed ten-year rehabilitation list (Exhibit 4, Contract Exhibit D) for the subject property describes the property owner's intent to restore, rehabilitate, and maintain the interior and exterior character-defining elements of the property in accordance with the *Secretary of Interior's Standards for the Treatment of Historic Properties*. A sample Mills Act contract is provided for reference in Exhibit 4. The City of Oxnard will prepare a final version, formatted according to city standards, for presentation at the City Council hearing on this request.

Inspections and Monitoring Requirements

On behalf of the City of Oxnard, County staff inspects Mills Act properties every five years to ensure proper maintenance and rehabilitation work is completed pursuant to the terms of the contract. The initial ten-year term is the period of time in which the rehabilitation projects should be completed. In addition, property owners are required to complete an annual self-certification process in order to update the County on their progress of rehabilitating and maintaining the property.

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7 Ibid.

8 Ibid.

The authority of the Cultural Heritage Board (CHB) as it relates to Mills Act contracts is set forth in Ventura County Cultural Heritage Ordinance, adopted by reference by the City of Oxnard. Specifically, Ordinance Section 1365-8 allows the CHB to make recommendations regarding applications for and administration of historical property contracts (i.e. Mills Act contracts) for properties located in the City of Oxnard to the Oxnard City Council. The Oxnard City Council is the final decision-making body for the adoption of the contract. The CHB may recommend modifications to the Mills Act contract to incorporate different or additional preservation or rehabilitation projects in the Ten-Year Rehabilitation Plan as deemed necessary, or may vote to recommend denial of the Mills Act contract if the CHB finds that the property is not eligible. The CHB does not have the authority to revise the Mills Act contract language and incorporate new conditions, though it would be feasible to include such recommendations in their resolution to the Oxnard City Council, should the majority of CHB members agree.

It's worth noting that all future alterations to the structure, including to interior character-defining features, will require issuance of a Certificate of Appropriateness from the CHB or CHB staff.

VIII. STAFF CONCLUSION:

The evidence provided in Exhibit 1 and this staff report supports making the findings under Ordinance Section 1367(a) that the Schuster Court property is eligible for designation as a Ventura County landmark. In addition, the evidence provided in Exhibit 1 and this staff report supports making the additional designation findings in Ordinance Section 1367-1 as the site has historic character, value, and interest to the general public, there are no foreseeable costs to the County in designating the subject property as a Ventura County landmark, and the designation shall not infringe upon the rights of the property owner as the designation does not affect allowable land uses and the property owner has requested this designation. Therefore, CHB staff recommends the CHB recommend the Oxnard City Council approve the request for Ventura County landmark designation.

IX. HEARING NOTICE AND PUBLIC COMMENTS:

A public notice was sent by U.S. mail to the property owner of the subject property not less than fifteen days prior to the date of this hearing in accordance with Ordinance Section 1366-2, which requires such notice prior to landmark designation (Exhibit 3 – 15-Day Public Hearing Notice).

No public comment regarding this item has been received to date.

X. RECOMMENDED ACTIONS:

Staff is recommending the CHB take the following actions regarding the request:

1. **CONDUCT** public hearing, **RECEIVE** oral and written testimony, and **CONSIDER** the Planning Division staff report and all exhibits and attachments hereto;

2. **CERTIFY** that the Cultural Heritage Board has reviewed and considered this staff report and all exhibits hereto, and has considered all comments received during the public comment process;

3. **FIND** that the property owner was given a 15-day notice (Exhibit 3) in accordance with Ordinance Section 1366-2, and that the property owner consents to landmark designation and placement in County lists;

4. **FIND** that the Schuster Court property meets Landmark Criterion 1 and 3 as required by Ordinance Section 1367(a), and the additional standards required by Ordinance Section 1367-1 based on the substantial evidence in the staff report and all exhibits and attachments hereto;

5. Based on the preceding evidence and analysis, **FIND**, through adoption of a Resolution (Exhibit 5), that the CHB recommends to the Oxnard City Council the designation of the Schuster Court property as Ventura County Landmark No. 184;

6. **APPROVE** findings one through four as follows:

    1. Southern California 2022 Properties, LLC possesses and owns real property located at 119-127 S D Street, Oxnard, CA 93030;

    2. The property is a qualified historical property that is privately owned, not exempt from property taxation and is being considered for designation as Ventura County Historical Landmark No. 184;

    3. The owner desires to carry out the relevant purposes of the California Government Code for the entire site, the buildings' interior and exterior, and all structures thereon; and

    4. The owner desires to limit the use of the historical property to retain its characteristics as a property of historical significance; and

7. **ADOPT** a Resolution (Exhibit 5) recommending that the Oxnard City Council approve a Mills Act Historical Property Contract for the subject property.

The Cultural Heritage Board's recommendation will be acted upon by the Oxnard City Council within 90 days from the time when the Cultural Heritage Board adopts a recommendation (Ordinance Section 1369-4). Until such time, the property owner is

prohibited from defacing, demolishing, adding to, altering, or removing any feature of the subject property.

Prepared by:

Dillan Murray, Senior Planner
Ventura County Planning Division
(805) 654-5042

Reviewed by:

Tricia Maier, Manager
Planning Programs Section
(805) 654-2464

Exhibits:

Exhibit 1 – Historic Resources Report, dated August 26, 2024

Exhibit 2 – Property Owner Request for Landmark Designation

Exhibit 3 – 15-day Public Hearing Notice

Exhibit 4 – Sample Mills Act Contract

- Contract Exhibit A – Legal Description
- Contract Exhibit B – List of Significant Character Defining and Historic Features
- Contract Exhibit C – Mills Act Minimum Standards for Maintenance, Use, and Preservation
- Contract Exhibit D – Mills Act Ten-Year Rehabilitation Plan

Exhibit 5 – CHB Resolution No. 2025-13 to the Oxnard City Council

Historic Landmark Nomination
119-127 S. D Street,
Oxnard, Ventura County, CA

26 August 2024

Prepared for:

Teresa Spear
4120 Arrowhead Circle
Thousand Oaks CA 91362

Prepared by:

SAN BUENAVENTURA RESEARCH ASSOCIATES
HISTORIC · RESOURCES · CONSULTING
1328 WOODLAND DRIVE ■ SANTA PAULA CA 93060

County of Ventura
October 13, 2025
Cultural Heritage Board Meeting
Item 7b
Exhibit 1 – Historic Resources Report,
dated August 26, 2024

Executive Summary

This report was prepared for the purpose of assisting the County of Ventura Cultural Heritage Board, acting as the City of Oxnard Cultural Heritage Board, in determining the eligibility of the property located at 119-127 S. D Street (APN 202-0-044-020) for designation as a City of Oxnard Landmark. The property owner, Teresa Spear, intends to apply for a Mills Act Contract. The 0.32 acre parcel consists of a 8-unit, one and two-story courtyard apartment building with attached garages. [Figure 1]

This report assesses the historical and architectural significance of the property in accordance with the City of Oxnard landmark criteria. This report was prepared by San Buenaventura Research Associates of Santa Paula, California, Judy Triem, Historian; and Mitch Stone, Preservation Planner, for the property owners. The evaluation is based on a field investigation and research conducted in May and June 2024.

San Buenaventura Research Associates provides qualified Historian and Architectural Historian services, in accordance with *Secretary of the Interior's Professional Qualifications* (36 CFR 61). The conclusions contained herein represent the professional opinions of San Buenaventura Research Associates, and are based on the factual data available at the time of its preparation, the application of the appropriate local, state and federal regulations, and best professional practices.

Summary of Findings

This property appears to be individually eligible as a Oxnard City Landmark under Criteria 1 and 3. It also appears to be eligible as part of a discontiguous district comprised of the remaining seven U-plan courtyard apartment complexes in Oxnard built between 1920 and 1950.

Report Contents

1. Administrative Setting 1
2. Historical Setting 1
3. Historic Resources 2
4. Eligibility of Historic Resources 3
   City of Oxnard Landmark Eligibility 3

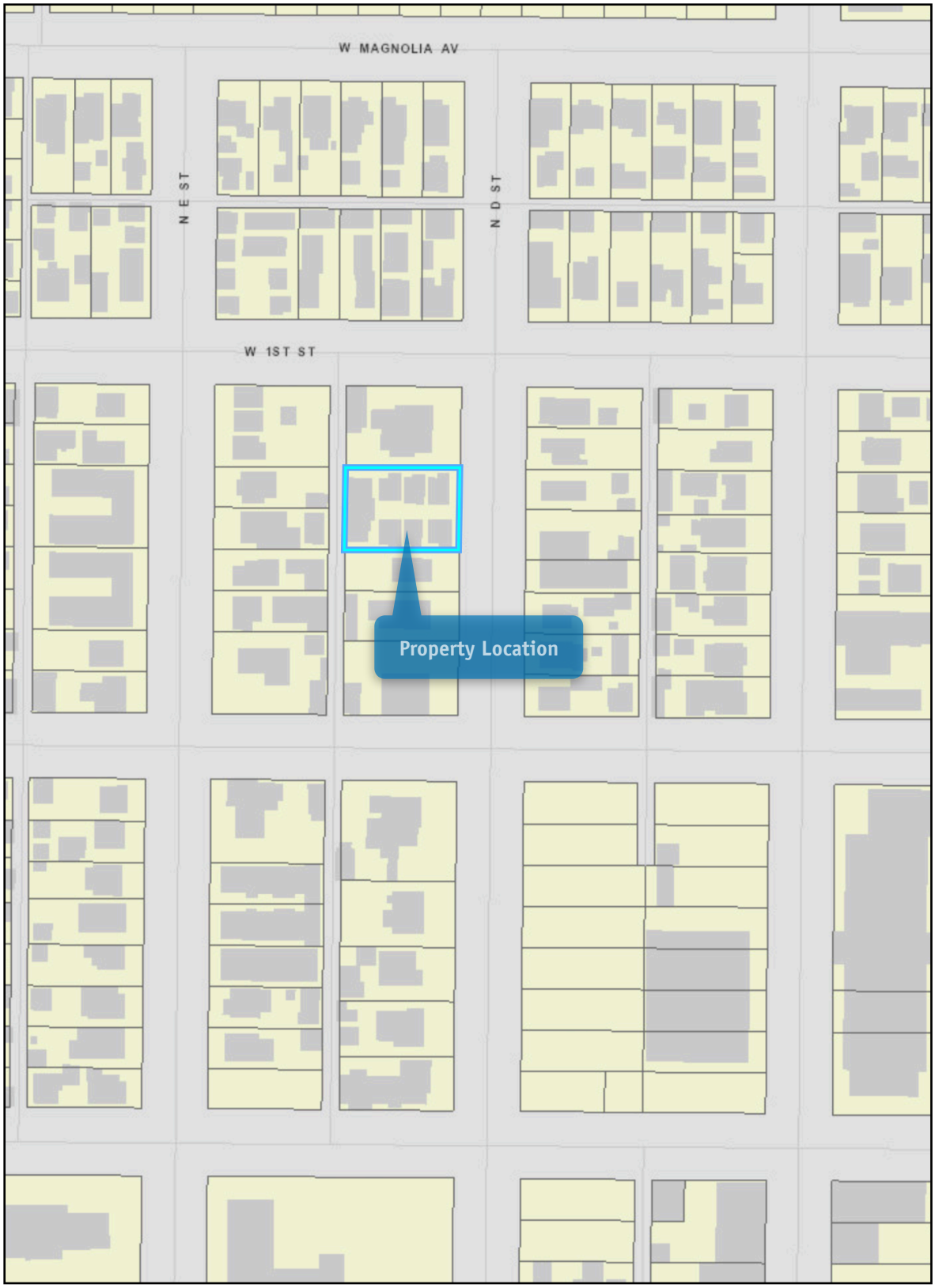

Figure 1. Property Location [Source: County of Ventura]

1. Administrative Setting

In April 1991, the City of Oxnard adopted the Ventura County Cultural Heritage ordinance (§§1360-1374, as amended) by resolution (City of Oxnard Resolution No. 10135), including eligibility criteria and procedures, substituting references in the ordinance to the County of Ventura with the City of Oxnard. Since that time, the Ventura County Cultural Heritage Board has acted as the city's cultural heritage board. The criteria for designating properties for listing are:

a. Landmarks - Satisfy one or more of the below criteria of significance, in addition to retaining sufficient *integrity*. In evaluating *integrity*, the authenticity of the resource's physical identity shall be established by evidence of lack of deterioration and significant survival of the characteristics that existed during its *period of significance*. This shall be evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association, consistent with applicable National Register of Historic Places Bulletins for evaluating historic properties.

(1) It is associated with events that have made a significant contribution to the broad patterns of Ventura County history;

(2) It is associated with the lives of significant persons in Ventura County's past;

(3) It embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;

(4) It has yielded, or may be likely to yield, information important in history or prehistory.

2. Historical Setting

General Historical Context. This property consists of two lots of the North Addition to the Town of Oxnard combined into a single assessor parcel. This subdivision recorded in 1901 by the Colonia Improvement Company was the first significant expansion of the original Oxnard townsite after its recordation in 1898. In the first two decades of the century the subdivision filled in with single family residences. Many became the homes of employees of the Oxnard Sugar Beet Company and merchants serving the booming new community.

With the next major period expansion in the 1920s, multifamily housing units began to appear in significant numbers in downtown Oxnard, with courtyard apartments becoming a favored form of construction, as it was throughout Southern California. Some of the courtyards and other types of multifamily residences built in Oxnard displaced older single family residences, particularly after World War II with the suburban push of single family subdivision towards the city's ever-expanding periphery. The popularity of courtyards derived from their ability to replicate some of the amenities enjoyed by homeowners, including green spaces with lawns and gardens, and in some cases, detached units with individual entries. Between 1920 and 1950 approximately

fifteen courtyard apartments were constructed throughout the downtown area of the city of Oxnard. Today, seven of these are known to remain.

Property Specific Context. The subject property is a 0.32 acre parcel located on the west side of S. D Street. A 7-unit courtyard apartment complex was completed on this parcel in 1942 by and for general contractor Albert E. Schuster and his wife Amanda Egbert Shuster. They purchased these two lots of the North Addition in late 1941, with a small single family residence located on it. The western-most one-and-two-story building in the complex (123 S. D Street) was originally constructed as a single unit residence, which the owners occupied until selling the property to Albert J. and Elise Jourdan of Santa Paula in 1944. They apparently also lived in the unit at 123 S. D Street. The property was sold again in 1953 to Harry J. and Louise Savage, who split the rear building into two units in 1955, bringing the total number of units to eight. It appears to have been maintained entirely as a rental property since that time and through numerous subsequent changes of ownership.

3. Historic Resources

The property consists of seven detached, stucco-clad buildings organized in a u-plan, opening towards the street on the east, with a courtyard garden area running through the east-west center axis. The courtyard is set back and raised slightly above street level by a low concrete curb. The six buildings facing directly onto the garden area are identical in plan and elevation. The three on the northern and southern sides are mirrored on the opposite side in plan. [Photos 8-11]

Each of the six, one-story buildings facing each other in symmetrical rows are roughly square in plan with a medium-pitched hipped roof with intersecting medium-pitched gables. Eaves are shallow with exposed rafter tails. The entries facing the central courtyard garden area are slightly offset on this elevation and inset above a two-step concrete stoop. A pop-out around a double sash window is located to the left of the entry (southern units) or to the right for the northern units. Flat canopies featuring a drapery-pattern wood appliqué occur under the shallow eaves. The intersecting gable wing features a centered pair of casement windows and a tongue-in-groove wood drapery pattern appliqué under the gable end. The main entry doors features six recessed panels. [Photos 12-17, 20]

The windows originally featured one-over-one sashes with a single horizontal muntin dividing the lights. Most of these windows have been replaced with single-light sashes or casements within unaltered wood framed openings. The original window sash configuration can still be seen at unit 127B [Photo 16], and in historic photos taken by the Ventura County Assessor, probably in the mid-1950s. [Photos 1-7] The rear secondary elevations of the units feature low stoops and smaller sash windows. [Photo 19]

The larger one and two story duplex building forming the bottom (western) side of the u-site plan is irregular in plan. It features a projecting wing centered on the eastern elevation and an angled bay window consisting of a single fixed window flanked by sash windows. These windows were originally multi-pane [Photo 4]. Entries to the two units are located above three-step concrete stoops covered by small overhang supported by a square post. A pair of sash windows are found adjacent to the entries. A centered two-story portion of this building is set back from the eastern elevation adjacent to the alley at the rear of the property. Doors in this

building feature vertical panels and a center light, differing from the individual unit doors, probably as a result of the 1955 alterations converting this building from a single residence to a duplex. The building is covered with a combination of medium-pitched hipped and shed roofs. A row of two-car garage doors faces the alley. [Photos 18, 19, 22]

4. Eligibility of Historic Resources

City of Oxnard Landmark Eligibility

This property reflects special elements of the county's architectural history under **Criterion 1** as a scarce example of a housing type built primarily during the 1920s through the 1950s as a response to the demand for multifamily housing. The postwar boom and the lack of construction during the Great Depression and wartime created an urgent need for housing throughout Southern California, of both single family and multifamily types. Literally thousands of these housing types were built throughout Southern California, and Oxnard was no exception. A cursory review of Sanborn maps for this period suggests that roughly fifteen of these "u-parti" apartment courtyards complexes were built in Oxnard by 1950, with fewer than half of them remaining today.

The seven remaining courtyard apartment complexes in Oxnard include the subject property (1942), McColm Manor at 534-42 S. F. Street (1950), Olive Court at 401 W. Fourth Street (1923), Palm Court at 330 W. Palm Drive (ca. 1930), 308 W. Palm Drive (ca. 1950), 529 W. First Street (1950), and 531 S. F Street (1926). Two of these courtyard complexes are designated as Oxnard City Landmarks. The courtyard at 521 S. F Street was designated in 2010 and 534-42 S. F. Street in 2013 on the basis of their significance as a type of residential construction (courtyard housing).

Under **Criterion 2**, the property is not associated with the lives of persons or events who have made a significant contribution to the city of Oxnard. Little information was found on the first owner, builder-contractor Albert E. Schuster. He moved to Oxnard from Santa Barbara in 1938, and after selling this property moved to Camarillo where he remained until his death in 1961. He made no, known significant contributions to the city's development.[1]

Under **Criterion 3**, this property embodies the architectural design, details and materials characteristic of the courtyard housing, a popular housing type from the 1920s through the 1950s, and is one of four surviving prewar examples of this type of courtyard housing in Oxnard. The architectural style is Minimal Traditional, a commonly employed style during the immediate prewar and postwar period. The Minimal Traditional style is a popularized form of the Modern style incorporating familiar design elements derived from historical architectural styles (e.g., Colonial, Cape Cod) into otherwise Modern buildings. The hipped roof with intersecting gables, shallow eaves and wood drapery patterns seen on this property are representative of this approach. The property does not represent the work of a master builder or designer. No architect is known to have been involved with its design. It was built by a contractor who advertised the production of his designs to his clients, and consequently very likely designed this project for himself.

[1] *Camarillo News,* 5-18-1961.

The property is an example of the "u-parti" form of courtyard apartment complex, as defined in the typology created by Polyzoides, et. al., 1992. One of the most common and characteristic of the courtyard types built in Southern California, the u-parti is defined by building masses enclosing a courtyard on three sides with an opening facing the street.[2]

As the courtyard apartment form evolved into the 1950s, elements of the basic form began to change. The central landscaped courtyard was often replaced with a swimming pool, and in two-story examples, individual unit entries tended to be replaced with common exterior balconies above the ground floor. As one of the last properties to be developed before the pause in construction created by World War II, this property preceded these transitional forms, as each building is accessed by an individual entry and the landscape courtyard remains the central focus.

Criterion 4 pertains to archaeological resources and is not relevant to this evaluation.

Integrity. The property has retained sufficient integrity to convey its significance as an example of courtyard housing in Oxnard. The property remains in its original location, and its design in the Minimal Traditional style has remained essentially intact, and its site plan, which is of particular importance to the character of courtyard housing. The changes to the window sash configurations are readily reversible. An appropriate period of significance for the property extends from when it was completed 1942 through the alterations made in 1955 to divide the rear building into a duplex.

Summary Conclusion. The property at 119-127 S. D Street appears to be individually eligible as a Oxnard City Landmark under Criteria 1 and 3. It is also appears to be eligible as part of a discontiguous district comprised of the remaining seven u-plan courtyard apartment complexes built in Oxnard between 1920 and 1950. Further research and documentation would be required to establish the eligibility of this potential district.

Character Defining Features. The features defining the character of the property include:

- Plan and organization of units and open spaces between.
- Roof shapes and eaves.
- Concrete walkways, curbs, stoops and steps.
- Garden grass area between sidewalks and foundation planting areas.
- Window and door configurations and designs.
- Drapery patterns under eaves.
- Octagonal porch lights.
- Mail slots.
- Address number panels.

[2] Polyzoides, Stefanos, Roger Sherwood, and James Tice. *Courtyard Housing in Los Angeles*. New York: Princeton Architectural Press, 1992 (second edition), pp. 41-42.

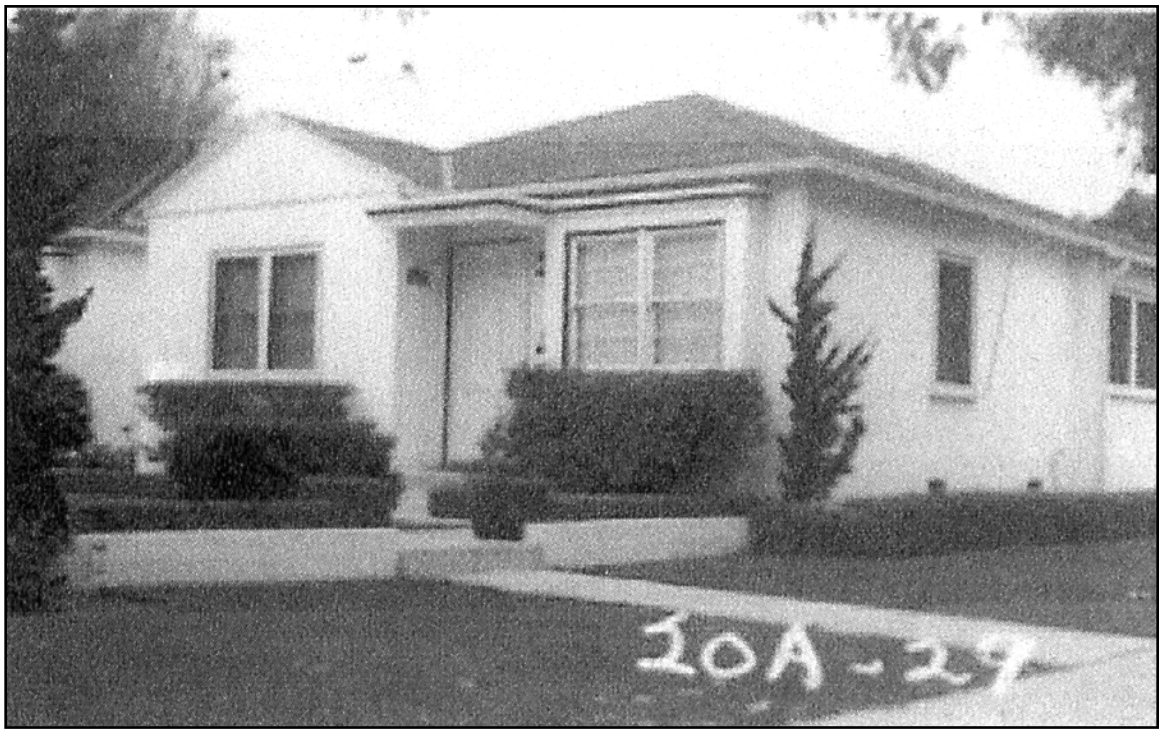

Photo 1. Unit 119, from southeast. Ventura County Assessor, c. 1955.



Photo 2. Unit 119, 119A, 119B from southeast. Ventura County Assessor, c. 1955.

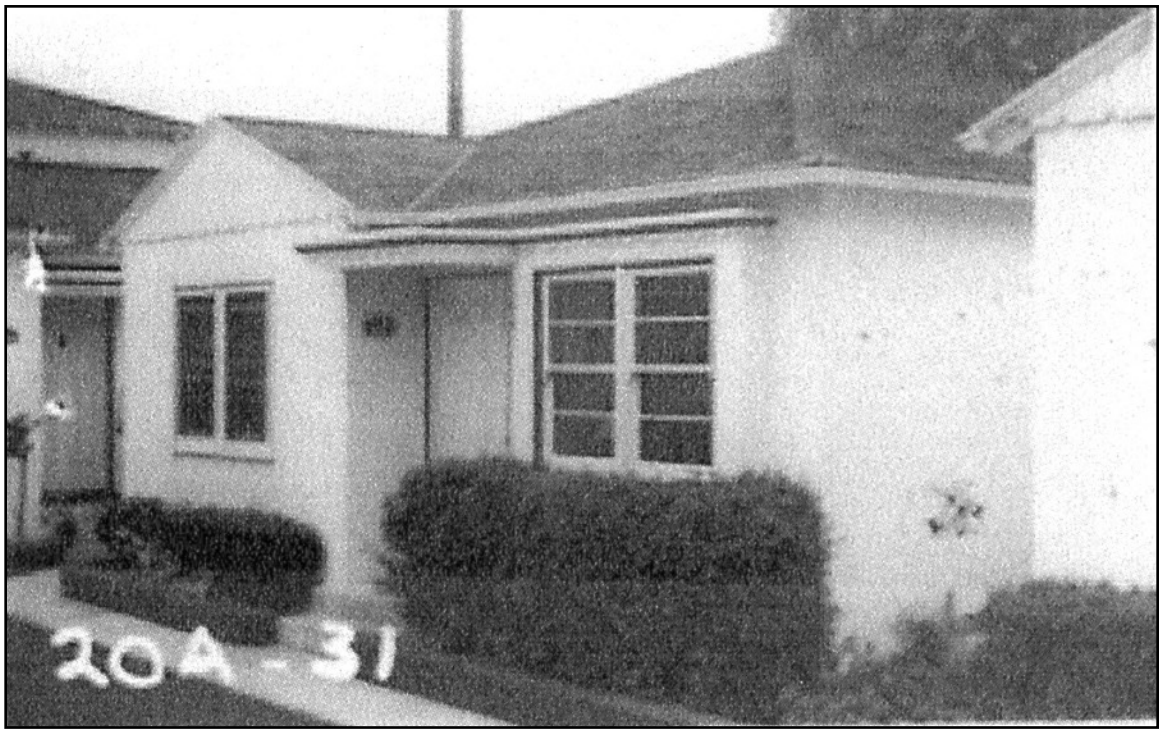

Photo 3. Unit 119A, from southeast. Ventura County Assessor, c. 1955.

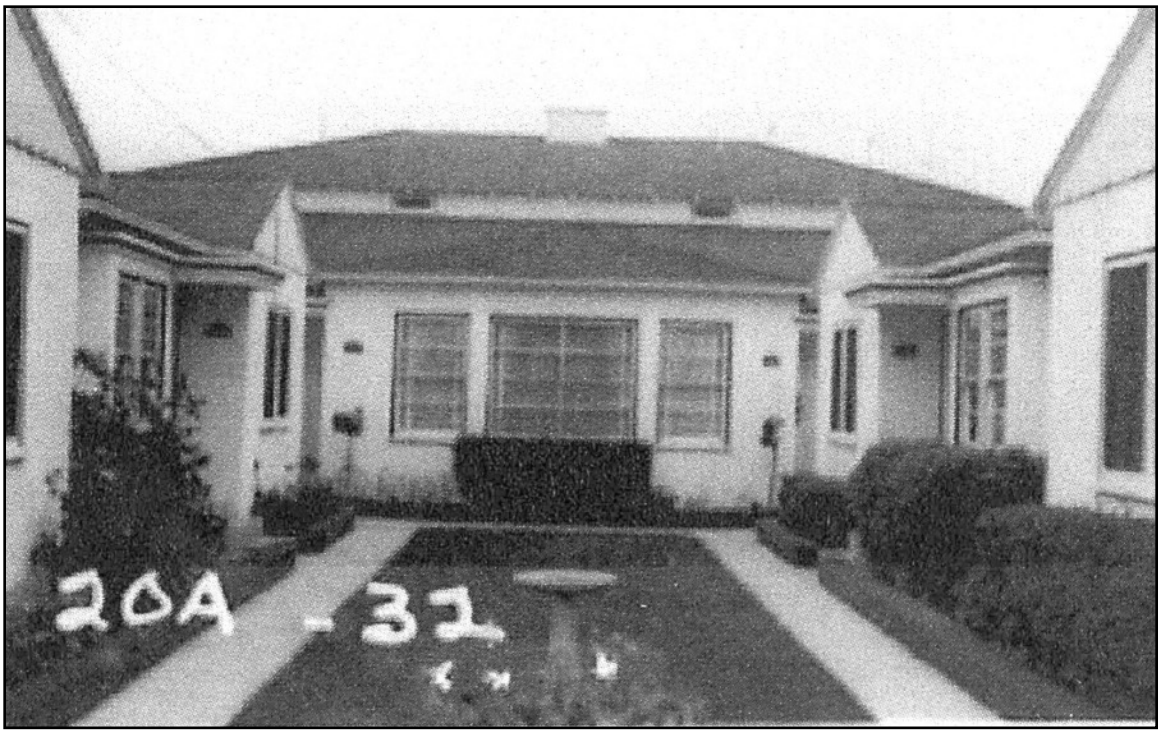

Photo 4. Central courtyard and units 123 and 123A from east. Ventura County Assessor, c. 1955.

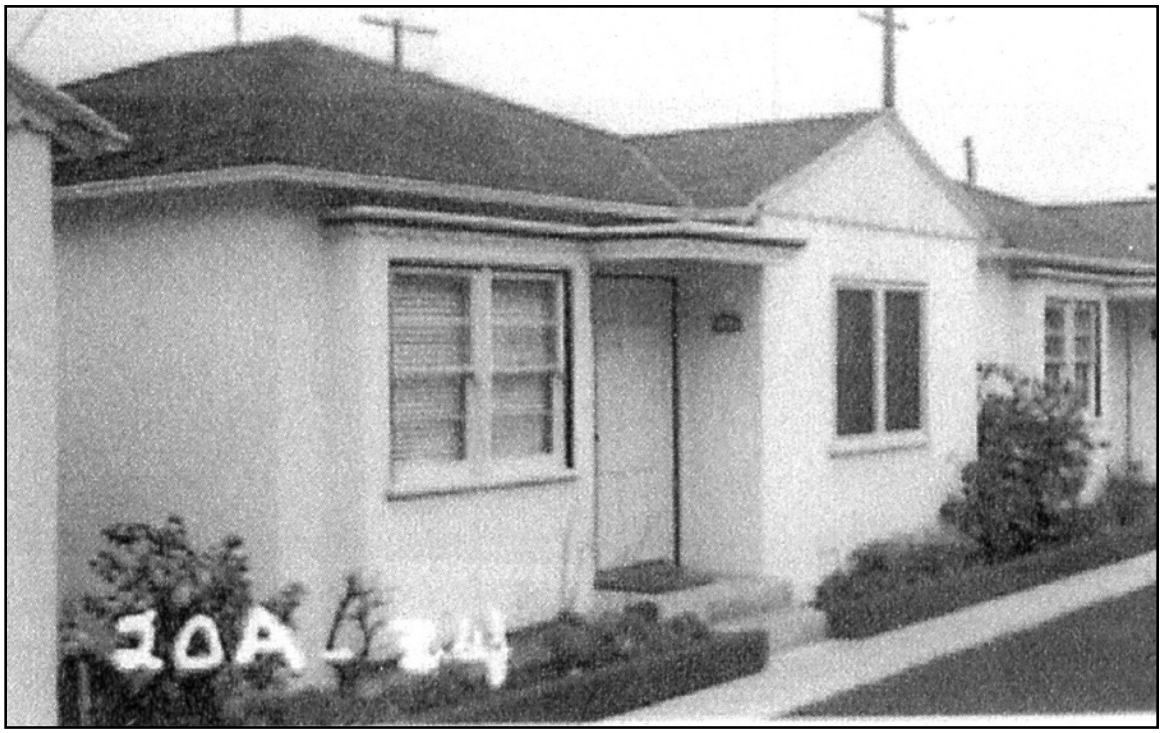

Photo 5. Unit 127A, from northeast. Ventura County Assessor, c. 1955.

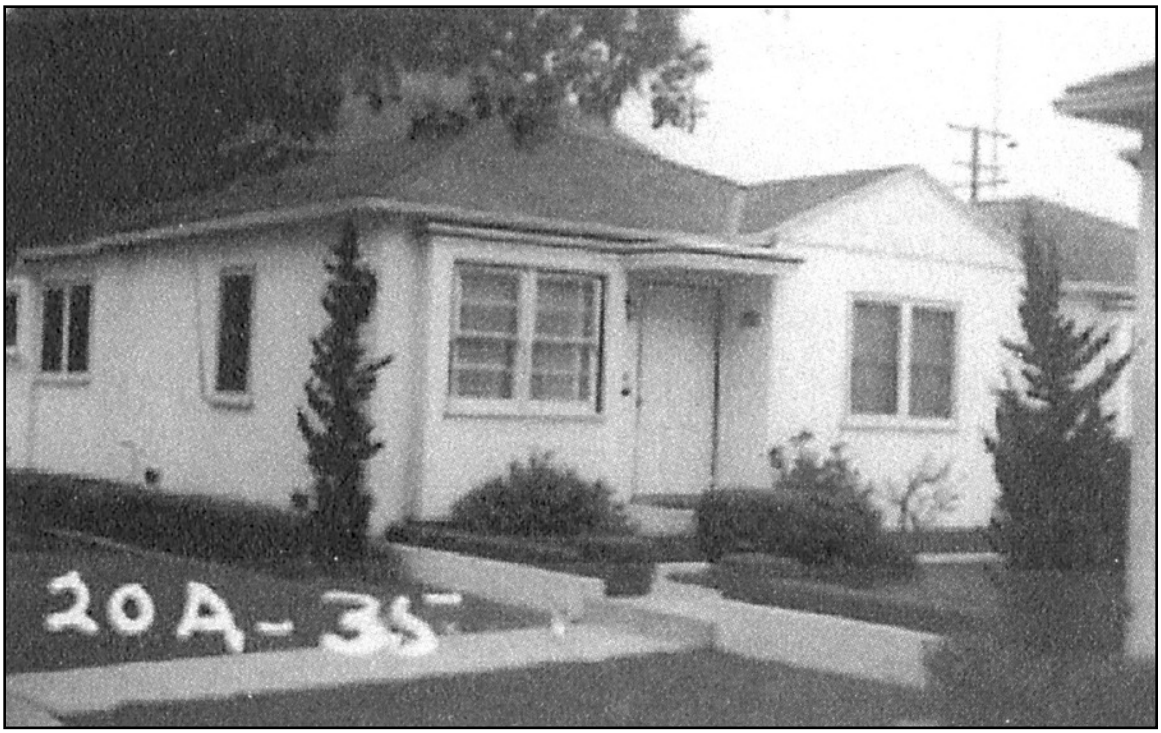

Photo 6. Unit 127, from northeast. Ventura County Assessor, c. 1955.

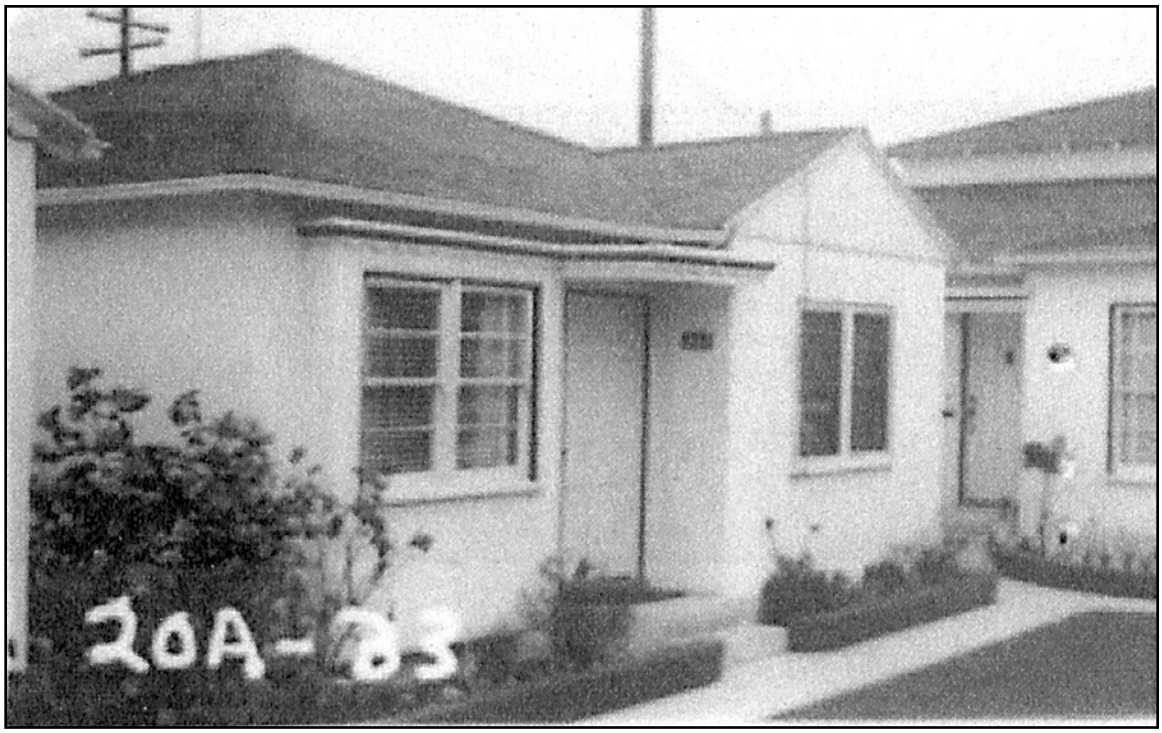

Photo 7. Unit at 127B, from northeast. Ventura County Assessor, c. 1955.



Photo 8. Streetscape setting, viewed from southeast. [5-15-2024]



Photo 9. Overall site, viewed from east. [5-15-2024]



Photo 10. Street elevation, viewed from southeast. [5-15-2024]



Photo 11. Courtyard, viewed from east. [5-15-2024]



Photo 12. Unit 119, viewed from southeast. [5-15-2024]



Photo 13. Unit 127, viewed from northeast. [5-15-2024]



Photo 14. Unit 127A, viewed from northeast. [5-15-2024]



Photo 15. Unit 119A, viewed from southeast. [5-15-2024]



Photo 16. Unit 127B, viewed from northwest. [5-15-2024]



Photo 17. Unit 127B, viewed from southwest. [5-15-2024]



Photo 18. Units 123 and 123A, viewed from east. [5-15-2024]



Photo 19. Rear of units 123 and 123A and garages, viewed from northwest on alley. [5-15-2024]



Photo 20. Entry door treatment for individual units, typical. [5-15-2024]



Photo 21. Rear stoop and door treatment for individual units, typical. [5-15-2024]



Photo 22. Entry door treatment for duplex units, typical. [5-15-2024]



Photo 23. 119-23 S. D Street, view from east, c. 1981. [Ventura County Cultural Heritage Survey Phase I — Oxnard]

03/01/2025

Ventura County Cultural Heritage Board

Attn: Dillan Murray

800 S. Victoria Avenue, L#1740

Ventura, CA 93009

Subject: Request to Designate Property Located at 123 S D Street, Oxnard Ca 93030 and APN 202-0-044-020

Dear Cultural Heritage Board:

Please accept this letter as a formal request for the Oxnard City Council to formally and officially designate the above referenced property as a Ventura County Landmark pursuant to the Ventura County Cultural Heritage Ordinance Section 1366 et seq. I understand that future modifications of the subject property may require approval by the Ventura County Cultural Heritage Board (CHB) or staff and will be done in accordance with the County's Cultural Heritage Ordinance and the Secretary of Interior's Standards for Rehabilitating Historic Buildings.

Furthermore, this letter constitutes my written permission as the property as the property's current owner of record for such designation. I have enclosed additional information about the property as requested by the CHB staff.

I can be reached at (805) 487-3838 X807 or also by email at Kimberly@Cova-Realty.com

Sincerely,

Kimberly Vazquez, On behalf of the Owner

Attachment: Photos and Documentation

County of Ventura
October 13, 2025
Cultural Heritage Board Meeting
Item 7b
Exhibit 2 – Property Owner Request for Landmark Designation

COUNTY of VENTURA
Resource Management Agency

Ventura County Cultural Heritage Board

County of Ventura • Resource Management Agency

800 S. Victoria Avenue, Ventura, CA 93009-1740 • (805) 654-2478 • rma.venturacounty.gov/divisions/planning/

15 Day Public Hearing Notice

Application for Landmark Designation for Historic Property

The Ventura County Cultural Heritage Board (CHB), acting as the Oxnard Cultural Heritage Board, will consider a request to recommend the designation of a property as Ventura County Landmark No. 184 to the Oxnard City Council, in accordance with Section 1365.1 et seq. of Ventura County Ordinance No. 4604 and Resolution 10,135 of the City of Oxnard. The property is the site of Schuster Court, historically significant for its reflection of the postwar multifamily housing boom in Southern California and as an example of courtyard housing built in the Minimal Traditional architectural style. The property is located at the following address:

119-127 S D STREET, OXNARD, CA 93030 (APN 202-0-044-020)

You are hereby notified of a public hearing to be held before the CHB to review this consideration. At this hearing, there may be presentations by the applicant, the property owner, and staff with an opportunity for any interested person or authorized agent to comment on the item.

Applicant/Property Owner: Southern California 2022 Properties, LLC, 4130 Arrowhead Circle, Westlake Village, CA 91362

Environmental Review: This application is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15308 which is consistent with a Class 8 exemption (Actions by Regulatory Agencies for Protection of the Environment).

Notice is hereby given that the City Ordinance Code authorizes the Oxnard Cultural Heritage Board to review applications to designate certain areas, buildings, structures, natural features, and significant landscaping as Cultural Heritage Sites if they possess significance as part of the historic, cultural, architectural, archaeological, community or aesthetic heritage of the County. The Oxnard City Council is responsible for the final decision regarding the application for landmark designation.

Cultural Heritage Board Hearing Date: Monday, October 13, 2025

Location: The CHB will convene for an in-person public hearing at the City of Oxnard Service Center, 214 S C Street, Oxnard, CA 93030, West Conference Room. Members of the public are welcome to attend. More information can be found here: https://rma.venturacounty.gov/divisions/planning/cultural-heritage-board-meetings-and-agendas/.

Time: 1:15 p.m.

Note: From time to time, hearings are cancelled or rescheduled. It is recommended that you contact CHB staff to confirm the public hearing date at least one business day prior.

Public Information: Any interested persons or their representatives may attend the meeting and comment on the proposed action. Written comments may also be mailed to the CHB at 800 S. Victoria Ave., L #1740, Ventura, CA 93009. If you challenge the matter in court, you may be limited to raising only those issues that you or someone else raised at the public hearing described in this notice.

County of Ventura
October 13, 2025
Cultural Heritage Board Meeting
Item 7b
Exhibit 3 – 15-Day Public Hearing Notice

15 Day Public Hearing Notice

Application for Landmark Designation for Historic Property

For additional information please contact:
CHB staff: Dillan Murray
Phone: (805) 654-5042
Email: Dillan.Murray@venturacounty.gov

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact staff. Reasonable advance notification of the need for accommodation prior to the meeting (48 hours advance notice is preferable) will enable us to make reasonable arrangements to ensure accessibility to this meeting.

SAMPLE HISTORICAL PROPERTY CONTRACT

THIS AGREEMENT is made and entered into by and between

COUNTY OF VENTURA, State of California, hereinafter called "**COUNTY**" and

[property owner name(s)], hereinafter called "**OWNER**".

R E C I T A L S

OWNER possesses and owns real property located within COUNTY, located at [address] and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

The real property is qualified historical property pursuant to Section 50280.1 of the California Government Code, as it is privately owned, not exempt from property taxation, and meets either of the following: (a) is listed in the National Register of Historic Places or located in a registered historic district; or (b) is listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places, or landmarks. The real property is hereinafter defined and referred to as the "Historical Property".

Both COUNTY and OWNER desire to carry out the purposes of ARTICLE 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code, and ARTICLE 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Both COUNTY and OWNER desire to limit the use of the Historical Property to retain its characteristics as property of historical significance.

A G R E E M E N T

NOW, THEREFORE, both OWNER and COUNTY, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT SUBJECT TO CALIFORNIA GOVERNMENT CODE SECTIONS 50280-50290. This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and ARTICLE 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and is subject to all of the provisions of those statutes.

2. FURNISHING OF INFORMATION. OWNER shall furnish COUNTY with any information which COUNTY shall require in order to enable COUNTY to determine the eligibility of the Historical Property to be classified as qualified historical property.

3. PRESERVATION OF PROPERTY. OWNER agrees to preserve, restore, and rehabilitate the Historical Property in conformance with the following conditions, requirements, and restrictions.

   A. OWNER shall preserve and maintain the characteristics of historical significance of the Historical Property described as Exhibit B. Attached hereto, marked as Exhibit C, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use, and preservation of the Historical Property, which shall apply to such Historical Property throughout the term of this Agreement.

   B. OWNER shall, where necessary, restore and rehabilitate the Historical Property according to the rules and regulations of the Office of Historic Preservation and the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and in accordance with the schedule of improvements attached hereto as Exhibit D and incorporated herein by this reference.

4. INSPECTIONS. OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by the COUNTY, State Board of Equalization, or State Department of Parks and Recreation as may be necessary to determine the OWNER's compliance with this Agreement.

5. PAYMENT OF FEE. As a condition of the Agreement, on the anniversary date of this Agreement OWNER shall pay COUNTY an annual fee as adopted in the Ventura County Planning Division Fee Schedule by the Ventura County Board of Supervisors to the Cultural Heritage Board staff for the cost of administering the Agreement by the COUNTY's Planning Director (or designated representative).

6. TERM. The term of this Agreement shall be for a minimum period of ten (10) years, from January 1, 2023 (the "Effective Date"), to and including January 1, 2033.

7. AUTOMATIC RENEWAL. On the anniversary date of the Effective Date of this Agreement, one year shall be added automatically to the initial Term of the Agreement, unless Notice of Nonrenewal is given as provided in this Agreement.

8. NOTICE OF NONRENEWAL. If in any year either OWNER or COUNTY desires not to renew this Agreement, that party shall serve written Notice of Nonrenewal on the other party in advance of the annual renewal date. Unless the Notice is served by the OWNER at least 90 days or by the COUNTY at least 60 days prior to the renewal date, one year shall automatically be added to the Term of this Agreement. OWNER in receipt of a Notice of Nonrenewal from COUNTY may make a written protest to the COUNTY's Planning Director within ten calendar days of the date of service of the Notice of Nonrenewal (or the following work day

if the tenth day falls on a weekend or holiday). Should COUNTY Planning Director uphold Notice of Nonrenewal, OWNER may appeal to the COUNTY's Board of Supervisors by filing an appeal application with the COUNTY's Planning Director within ten calendar days of such decision, along with a fee deposit in accordance with the most recently adopted RMA/Planning Division Fee Schedule and a completed fee reimbursement agreement. At any time prior to the renewal date, COUNTY may withdraw its Notice of Nonrenewal.

9. EFFECT OF NOTICE OF NONRENEWAL. If in any year either party serves Notice of Nonrenewal, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Agreement, as the case may be.

10. CANCELLATION. COUNTY may cancel this Agreement if COUNTY determines OWNER has breached any of the conditions or covenants of this Agreement or has allowed the Historical Property to deteriorate to the point that it no longer meets the standards for a qualified historical property. COUNTY may also cancel this Agreement if it determines OWNER has failed to restore or rehabilitate the Historical Property in the manner specified in this Agreement.

11. NOTICE OF CANCELLATION. This Agreement cannot be canceled until after the COUNTY has given notice and has held a public hearing before the COUNTY's Planning Director regarding the grounds of cancellation set forth in paragraph 11. Notice of the hearing shall be mailed to the last known address of OWNER of the Historical Property, and shall be published in accordance with Government Code Section 6060. An aggrieved party may appeal to the COUNTY's Board of Supervisors a decision of the COUNTY's Planning Director by filing an appeal application with the COUNTY's Planning Director within ten calendar days (or the following work day if the tenth day falls on a weekend or holiday) of such decision, along with a fee deposit in accordance with the most recently adopted RMA/Planning Division Fee Schedule and a completed fee reimbursement agreement. Cancellation would be effective on the date as stated in final COUNTY decision, as applicable.

12. CANCELLATION FEE. If COUNTY cancels this Agreement in accordance with paragraphs 11 and 12, above, OWNER shall pay a cancellation fee of twelve and one-half percent (12½%) of the current fair market value of the Historical Property at the time of cancellation. The current fair market value shall be determined by COUNTY Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to COUNTY Auditor-Controller at such time and in such manner as COUNTY Auditor-Controller shall prescribe, and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the property is located in the same manner as the Auditor allocates the annual tax increment in that tax rate area in that fiscal year.

13. ALTERNATIVE ENFORCEMENT. As an alternative to cancellation of this Agreement for breach of any condition or covenant, the COUNTY or any landowner may bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance or injunction.

14. NOTICES. All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, the address of OWNER shall be at the address shown on the last equalized County assessment role, and COUNTY's address shall be: Planning Director L#1740, County of Ventura, County Government Center, 800 South Victoria Avenue, Ventura, California 93009. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

15. NO COMPENSATION. OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to OWNER as a result of the effect upon the assessed value of the Historical Property on account of the restrictions on the use and preservation of the Historical Property.

16. REMEDY IF AGREEMENT HELD NOT AN ENFORCEABLE RESTRICTION. In the event it is finally determined that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the Term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historical Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to the Agreement.

17. EMINENT DOMAIN PROCEEDINGS. In the event that the Historical Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the COUNTY to frustrate the purpose of this Agreement, the Agreement shall be canceled and no fee shall be imposed under Government Code Section 50286. This Agreement shall be deemed null and void for all purposes of determining the value of the property so acquired.

18. RECORDATION. No later than twenty (20) days after the COUNTY enters into this Agreement, the COUNTY shall record a copy of the Agreement (with properly notarized signatures of the Agreement signatories) with the County Recorder. This Agreement must be recorded on or before the lien date for the

fiscal year in which the valuation, pursuant to Revenue and Taxation Code Section 439 et seq., would apply.

19. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

20. AMENDMENTS. This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto, except that the COUNTY's Planning Director is authorized to amend the list of required rehabilitation projects in Exhibit D, if applicable.

21. ADMINISTRATION. This Agreement shall be administered by the COUNTY's Planning Director (or designated representative) following approval of this Agreement by the Ventura County Board of Supervisors. The COUNTY shall maintain authority of this Agreement through the COUNTY's Planning Director (or designated representative). The COUNTY's Planning Director shall have the authority to issue interpretations, waive provisions, and enter into amendments of Exhibit D of this Agreement on behalf of the COUNTY so long as such actions do not change the uses permitted on the Historic Property or the purpose of this Agreement, and such amendments may include extensions of time specified in Exhibit D. All other waivers or amendments shall require the written approval and consent of the Ventura County Board of Supervisors.

IN WITNESS WHEREOF, the parties to this contract have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this _____ day of _____, 2022.

COUNTY OF VENTURA

By: _____
Chair, Board of Supervisors
County of Ventura

ATTEST:

DR. SEVET JOHNSON
Clerk of the Board of Supervisors
County of Ventura, State of California.

By: _____
Deputy Clerk of the Board

_____ _____
[property owner name(s)] Date

_____ _____
[property owner name(s)] Date

Attachments:

Exhibit A: Legal Description of Property
Exhibit B: List of Significant Character Defining and Historic Features
Exhibit C: Mills Act Minimum Standards for Maintenance, Use, and Preservation
Exhibit D: Mills Act 10 Year Rehabilitation Plan

Legal Description of Property

Schuster Court
119-127 S D Street, Oxnard, CA 93030
APN 202-0-044-020

Real Property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lot 3 and 4, Block 15, NORTH ADDITION to the town of Oxnard, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 5, Page 7 of Maps in the Office of the County Recorder of said County.

APN: 202-0-044-020

EXHIBIT A

List of Significant Character-Defining and Significant Historic Features

Schuster Court
119-127 South D Street, Oxnard, CA 93030

Exterior:

- The property consists of a 9-unit courtyard layout, with six identical units arranged around a central garden walkway featuring open spaces. A larger triplex building—comprising one- and two-story sections—is located at the western edge of the property.
- Roof shapes and eaves. Each of the six units has a medium-pitched hipped roof with intersecting medium-pitched gables. The larger one- and two-story triplex building is covered with a combination of medium-pitched hipped and shed roofs.
- Concrete walkways, curbs, stoops and steps.
- Garden grass area between sidewalks and foundation planting areas.
- Window and door configurations and designs. The windows originally featured one-over-one sashes with a single horizontal muntin dividing the lights. The original window sash configuration can be seen at unit 127B. The main entry doors of the six units feature six recessed panels while those on the triplex building feature vertical panels and a center light.
- Drapery patterns under eaves.
- Octagonal-shaped porch lights.
- Mail slots at each unit's entry.
- Address number panels at each unit's porch.

Interior:

- All nine units retain original built-in cabinetry.
- All units contain built-in glass door cabinets at the end of the kitchen cabinetry, facing the dining room.
- All units except #123-A feature hallway telephone niches.
- All units include an original mud/laundry room, integrated into the layout.
- Unit #123-A contains a decorative fireplace and a large bay window, believed to serve as the living room of the original relocated home.
- Unit #123 includes original hardwood flooring.
- Unit #123 features a single bowl drainboard farmhouse sink, original to the home's construction.
- Unit #123-B showcases dining room built-ins with scalloped trim and mirrored backs.

Mills Act Minimum Standards for Maintenance, Use, and Preservation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the

property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Source: Morton, W. B., Grimmer, A. E., Weeks, K. D., & United States. (1992). *The Secretary of the Interior's standards for rehabilitation & illustrated guidelines for rehabilitating historic buildings*. Washington, D.C: U.S. Department of the Interior, National Park Service, Cultural Resources, Preservation Assistance Division.

Proposed Mills Act Ten-Year Rehabilitation Plan
Shuster Court, 123 S D Street, Oxnard, CA 93030

Year	Proposed Project*	Estimated Cost
Year 1	Rehabilitation of all existing original wood-framed windows and window frames, including entry doors and thresholds, with restoration techniques preserving historical integrity (all units).	$5,400
Year 2	Installation of new historically accurate windows on 7 out of 9 apartments, matching the original in all dimensions, materials, and details.	$60,000-$100,000
Year 3	Installation of new historically accurate windows on remaining units to match original design characteristics.	$60,000-$100,000
Year 4	Replacement of wooden fence along the left side of the property with high-quality, historically appropriate materials.	$5,400
Year 5	Refurbishment of all address plates and replacement of electrical components to ensure proper functionality while maintaining historic appearance.	$14,650
Year 6	Removal of all non-original black railings and installation of historically appropriate railings at each set of stairs and entries.	$8,000-$15,000
Year 7	Installation of a landmark plaque at the property, designed and fabricated in accordance with historical preservation standards.	$1,130
Year 8	Repair of all original closet sliding doors to restore functionality (all units); replacement of missing cabinet glass panel at unit #123-B with historically accurate glass.	$3,204 Price Varies
Year 9	Refinishing of 18 original cast iron tub and farmhouse cast iron sinks using preservation-grade techniques to restore original condition.	$9,790 Price Varies
Year 10	Replacement of non-original tiles around fireplace with historically appropriate tile, replicating original patterns and materials (unit #123-A). Rehab original kitchen cabinets as needed.	$1,300 - $4,100

*Please note that projects that affect the residence (exterior or interior) are subject to the Cultural Heritage Board (CHB) or CHB staff review and approval prior to work commencing. Work must meet all Building Code and Zoning Ordinance requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Properties.*

EXHIBIT D

OXNARD CULTURAL HERITAGE BOARD
RESOLUTION NO. 2025-13

A RESOLUTION RECOMMENDING THE DESIGNATION OF SCHUSTER COURT LOCATED AT 119-127 S D STREET, OXNARD, CA 93030 AS VENTURA COUNTY LANDMARK NO. 184 AND THE ADOPTION OF A MILLS ACT CONTRACT FOR THE PROPERTY

WHEREAS, the Ventura County Cultural Heritage Board serves as the Cultural Heritage Board for the City of Oxnard;

WHEREAS, the Oxnard Cultural Heritage Board, on October 13, 2025, held a public hearing to consider a request to designate property commonly known as Schuster Court, located at 119-127 S D Street, Oxnard, CA 93030, as Ventura County Historical Landmark No. 184 and a request for a "Mills Act" historical property contract ("Contract") with the property owner of the subject property, pursuant to City of Oxnard procedures and Section 50280 of the California Government Code, for all structures on-site and the site;

WHEREAS, the Oxnard Cultural Heritage Board, on October 13, 2025, found Schuster Court, as a qualified historical property that is privately owned and not exempt from property taxation, eligible as a Ventura County Historical Landmark;

WHEREAS, the property owner of Schuster Court, if designated by the Oxnard City Council as a County Landmark, is eligible to take advantage of the Contract benefits of potential property tax savings in exchange for rehabilitation, restoration, preservation, and maintenance of Schuster Court;

WHEREAS, the Contract requires that the owner agrees to complete specified rehabilitation measures over a minimum ten-year period and that the Contract is automatically renewed each year and is transferred to new owners when the property is sold.

NOW, THEREFORE, BE IT RESOLVED that the Oxnard Cultural Heritage Board recommends to the Oxnard City Council that they approve the designation of Schuster Court located at 119-127 S D Street, Oxnard, CA 93030 as Ventura County Historical Landmark No. 184 and authorizes the Mayor to execute a Mills Act Contract for the property. A recorded copy of such Contract is to be filed with the Ventura County Recorder's Office.

Date: _____ By: _____
Mike Winters, Chair
Ventura County Cultural Heritage Board

County of Ventura
October 13, 2025
Cultural Heritage Board Meeting
Item 7b
Exhibit 5 – CHB Resolution No. 2025-13 to the Oxnard City Council

OXNARD CULTURAL HERITAGE BOARD
RESOLUTION NO. 2025-13

A RESOLUTION RECOMMENDING THE DESIGNATION OF SCHUSTER COURT LOCATED AT 119-127 S D STREET, OXNARD, CA 93030 AS VENTURA COUNTY LANDMARK NO. 184 AND THE ADOPTION OF A MILLS ACT CONTRACT FOR THE PROPERTY

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WHEREAS, the property owner of Schuster Court, if designated by the Oxnard City Council as a County Landmark, is eligible to take advantage of the Contract benefits of potential property tax savings in exchange for rehabilitation, restoration, preservation, and maintenance of Schuster Court;

WHEREAS, the Contract requires that the owner agrees to complete specified rehabilitation measures over a minimum ten-year period and that the Contract is automatically renewed each year and is transferred to new owners when the property is sold.

NOW, THEREFORE, BE IT RESOLVED that the Oxnard Cultural Heritage Board recommends to the Oxnard City Council that they approve the designation of Schuster Court located at 119-127 S D Street, Oxnard, CA 93030 as Ventura County Historical Landmark No. 184 and authorizes the Mayor to execute a Mills Act Contract for the property. A recorded copy of such Contract is to be filed with the Ventura County Recorder's Office.

Date: Oct. 13, 2025 By: FOR;

Mike Winters, Chair
Ventura County Cultural Heritage Board

List of Significant Character-Defining and Significant Historic Features

Schuster Court
119-127 South D Street, Oxnard, CA 93030

Exterior:

- The property consists of a 9-unit courtyard layout, with six identical units arranged around a central garden walkway featuring open spaces. A larger triplex building—comprising one- and two-story sections—is located at the western edge of the property.
- Roof shapes and eaves. Each of the six units has a medium-pitched hipped roof with intersecting medium-pitched gables. The larger one- and two-story triplex building is covered with a combination of medium-pitched hipped and shed roofs.
- Concrete walkways, curbs, stoops and steps.
- Garden grass area between sidewalks and foundation planting areas.
- Window and door configurations and designs. The windows originally featured one-over-one sashes with a single horizontal muntin dividing the lights. The original window sash configuration can be seen at unit 127B. The main entry doors of the six units feature six recessed panels while those on the triplex building feature vertical panels and a center light.
- Drapery patterns under eaves.
- Octagonal-shaped porch lights.
- Mail slots at each unit's entry.
- Address number panels at each unit's porch.

Interior:

- All nine units retain original built-in cabinetry.
- All units contain built-in glass door cabinets at the end of the kitchen cabinetry, facing the dining room.
- All units except #123-A feature hallway telephone niches.
- All units include an original mud/laundry room, integrated into the layout.
- Unit #123-A contains a decorative fireplace and a large bay window, believed to serve as the living room of the original relocated home.
- Unit #123 includes original hardwood flooring.
- Unit #123 features a single bowl drainboard farmhouse sink, original to the home's construction.
- Unit #123-B showcases dining room built-ins with scalloped trim and mirrored backs.

RECORDING REQUESTED BY:
CITY OF OXNARD
Request recording without fee. Recorded for
Benefit of the City of Oxnard pursuant to
Section 6103 of Government Code.

WHEN RECORDED MAIL TO:
City of Oxnard
300 West Third Street
Oxnard, CA 93030

AGREEMENT A - 8605

AGREEMENT AFFECTING REAL PROPERTY

THIS AGREEMENT is made and entered into, by, and between

CITY OF OXNARD, a California Municipal Corporation, hereinafter called **("CITY")** and

Southern California 2022 Properties LLC, A California Limited Liability Company, hereinafter called **("OWNER")**

R E C I T A L S

OWNER possesses and owns real property located within the City of Oxnard, as described in Exhibit A, attached hereto and incorporated herein by this reference.

The real property is qualified historical property that is privately owned, is not exempt from property taxation, and is either: (a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations; or (b) listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places or landmarks. The real property is hereinafter referred to as the **"Historical Property."**

Both CITY and OWNER desire to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code, and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Both CITY and OWNER desire to preserve the Historical Property and, when necessary, to restore and rehabilitate the Historical Property to retain its characteristics as property of historical significance.

A G R E E M E N T

NOW, THEREFORE, OWNER and CITY, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, agree as follows:

1. Agreement Subject to California Government Code Sections 50280-50290

This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and is subject to all of the provisions of those statutes, except as modified by this Agreement.

2. Furnishing Information

Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to enable City to determine compliance with the terms and provisions of this Agreement.

3. Preservation, Restoration and Rehabilitation of Property

OWNER agrees to preserve, restore, and rehabilitate the Historical Property in conformance with the following conditions, requirements, and restrictions:

a. OWNER shall preserve and maintain the characteristics of historical significance of the Historical Property as described in Exhibit A and incorporated herein by this reference. A list of the minimum standards and conditions for maintenance, use, and preservation of the Historical Property, which shall apply to such Historical Property throughout the term of this Agreement, is attached hereto as Exhibit B and incorporated herein by this reference.

b. OWNER shall, where necessary, restore and rehabilitate the Historical Property according to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and in accordance with schedule of rehabilitations attached hereto as Exhibit C and incorporated herein by this reference.

4. Inspections

OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by CITY's Cultural Heritage Board representative(s), the Assessor of Ventura

County, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine OWNER'S compliance with this Agreement.

5. Annual Inspection Fee

Each year on the anniversary date of this Agreement, OWNER shall pay an annual fee listed in the City of Oxnard Planning Department's current fee schedule for Mills Act Contract Inspections for the inspection of the Historical Property by Cultural Heritage Board representative(s).

6. Term of Agreement

The term of this Agreement shall be for a minimum period of ten years, from January 1, 2026 to and including December 31, 2036.

7. Notification by Owner

OWNER shall provide written notice of this Agreement to the Office of Historic Preservation of the State Department of Parks and Recreation within six months of the execution of this Agreement, as required by California Government Code Section 50282.

8. Automatic Renewal

On the anniversary date of this Agreement, one year shall be added automatically to the initial ten year term of the Agreement, unless Notice of Nonrenewal is given as provided in this Agreement.

9. Update of Improvement Schedule.

At least ninety (90) days prior to the tenth anniversary of the Effective Date of this Agreement, and ninety (90) days prior to every tenth (10th) anniversary thereafter, OWNER shall provide the CITY with an updated schedule of improvements and maintenance items for the Cultural Heritage Board's review and approval, which shall not be unreasonably withheld. Such updated schedule shall contain a list of proposed improvements and/or revisions to be accomplished during the next succeeding ten (10) years of the Agreement and a schedule for the construction of such improvements. Within thirty (30) days after the CITY's receipt of said updated schedule, the Cultural Heritage Board shall either approve or disapprove such proposed schedule of proposed improvements, or shall respond in writing by stating what further information, if any, the Cultural Heritage Board reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the OWNER shall promptly furnish to the CITY such further information as may be reasonably requested.

10. Notice of Nonrenewal

If in any year either OWNER or CITY desires not to renew this Agreement, that party shall serve written Notice of Nonrenewal on the other party in advance of the annual renewal date. Unless the Notice is served by OWNER at least ninety (90) days or by CITY at least sixty (60) days prior to the renewal date, one year shall automatically be added to the term of this Agreement. Upon receipt by OWNER of a Notice of Nonrenewal from CITY, OWNER may make a written protest. At any time prior to the renewal date, CITY may withdraw its Notice of Nonrenewal.

11. Effect of Notice of Nonrenewal

If in any year either party serves Notice of Nonrenewal, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Agreement, as the case may be.

12. Cancellation

CITY may cancel this Agreement if CITY determines OWNER has breached any of the conditions or covenants of this Agreement or has allowed the Historical Property to deteriorate to the point that it no longer meets the standards for qualified historical property. CITY may also cancel this Agreement if it determines OWNER has failed to restore or rehabilitate the Historical Property in the manner specified in this Agreement.

13. Notice of Cancellation

This Agreement cannot be cancelled until after CITY has given notice and has held a public hearing regarding the grounds of cancellation set forth in paragraph 12. Notice of the hearing shall be mailed to the last known address of OWNER of the Historical Property and to each owner of property within the historic zone where the Historical Property is located, and shall be published in accordance with Government Code Section 6061.

14. Cancellation Fee

If CITY cancels this Agreement in accordance with paragraph 12 above, OWNER shall pay a cancellation fee of 12-1/2% of the current fair market value of the Historical Property at the time of cancellation, which shall be determined by the Ventura County Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the Ventura County Auditor-Controller at such time and in such manner as he or she shall prescribe. The Ventura County auditor shall allocate the cancellation fee to each jurisdiction in the tax rate area in which the Historical Property is located in the same manner as he or she allocates the annual tax increment in that tax rate area in that fiscal year.

15. Alternative Enforcement

As an alternative to cancellation of this Agreement for breach of any condition, CITY or any landowner may bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance or injunction.

16. Notices

All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, the address of OWNER shall be that last known address on CITY records, and CITY's address shall be: Planning Division, 214 South C Street, Oxnard, California 93030. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

17. No Compensation

OWNER shall not receive any payment from CITY in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to OWNER as a result of the effect upon the assessed value of the Historical Property on account of the restrictions on the use and preservation of the Historical Property.

18. Remedy if Agreement Held Not an Enforceable Restriction

If a court determines, and that determination is not appealed or is upheld on appeal, that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the Term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historical Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to the Agreement.

19. Eminent Domain Proceedings

In the event that the Historical Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by CITY to frustrate the purpose of this Agreement, the Agreement shall be cancelled and no fee shall be imposed under Government Code Section 50286. This Agreement shall be deemed null and void for all purposes of determining the value of the property so acquired.

20. Recordation

No later than 20 days after CITY enters into this Agreement, the City Clerk of the City of Oxnard shall record a copy of the Agreement (with properly notarized signatures of the Agreement signatories). This Agreement shall be recorded on or before the lien date for the fiscal year in which the valuation, pursuant to Revenue and Taxation Code Section 439 et seq., will apply. From and after the time of recordation, this Agreement shall impart notice thereof to all persons, as is afforded by the recording laws of the State.

21. Successors and Assigns

This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

22. Amendments.

This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto, except that the CITY's Planning and Environmental Services Manager and OWNER are authorized to amend the list of required rehabilitation projects described in Exhibit C.

23. Administration.

This Agreement shall be administered by the CITY's Planning Manager (or his/her designated representative) following approval of this Agreement by the Oxnard City Council. The CITY shall maintain authority of this Agreement through the CITY's Planning Manager (or his/her authorized representative). The CITY's Planning Manager, upon mutual agreement with the OWNER, shall have the authority to issue interpretations, waive provisions and enter into amendments of Exhibit C of this Agreement on behalf of the CITY so long as such actions do not change the uses permitted on the Historic Property or the purpose of this Agreement, and such amendments may include extensions of time specified in Exhibit C. All other waivers or amendments shall require the written approval and consent of the Oxnard City Council.

IN WITNESS WHEREOF, CITY and OWNER have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this _____ day of December, 2025.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

Luis A. Mc Arthur, Mayor

OWNER/S

Southern California 2022 Properties LLC

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Jeff Pengilley, Community Development Director

Legal Description of Property

Schuster Court
119-127 S D Street, Oxnard, CA 93030
APN 202-0-044-020

Real Property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lot 3 and 4, Block 15, NORTH ADDITION to the town of Oxnard, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 5, Page 7 of Maps in the Office of the County Recorder of said County.

APN: 202-0-044-020

EXHIBIT A

Mills Act Minimum Standards for Maintenance, Use, and Preservation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the

property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Source: Morton, W. B., Grimmer, A. E., Weeks, K. D., & United States. (1992). *The Secretary of the Interior's standards for rehabilitation & illustrated guidelines for rehabilitating historic buildings*. Washington, D.C: U.S. Department of the Interior, National Park Service, Cultural Resources, Preservation Assistance Division.

Proposed Mills Act Ten-Year Rehabilitation Plan
Shuster Court, 123 S D Street, Oxnard, CA 93030

Year	Proposed Project*	Estimated Cost
Year 1	Rehabilitation of all existing original wood-framed windows and window frames, including entry doors and thresholds, with restoration techniques preserving historical integrity (all units).	$5,400
Year 2	Installation of new historically accurate windows on 7 out of 9 apartments, matching the original in all dimensions, materials, and details.	$60,000-$100,000
Year 3	Installation of new historically accurate windows on remaining units to match original design characteristics.	$60,000-$100,000
Year 4	Replacement of wooden fence along the left side of the property with high-quality, historically appropriate materials.	$5,400
Year 5	Refurbishment of all address plates and replacement of electrical components to ensure proper functionality while maintaining historic appearance.	$14,650
Year 6	Removal of all non-original black railings and installation of historically appropriate railings at each set of stairs and entries.	$8,000-$15,000
Year 7	Installation of a landmark plaque at the property, designed and fabricated in accordance with historical preservation standards.	$1,130
Year 8	Repair of all original closet sliding doors to restore functionality (all units); replacement of missing cabinet glass panel at unit #123-B with historically accurate glass.	$3,204 Price Varies
Year 9	Refinishing of 18 original cast iron tub and farmhouse cast iron sinks using preservation-grade techniques to restore original condition.	$9,790 Price Varies
Year 10	Replacement of non-original tiles around fireplace with historically appropriate tile, replicating original patterns and materials (unit #123-A). Rehab original kitchen cabinets as needed.	$1,300 - $4,100

*Please note that projects that affect the residence (exterior or interior) are subject to the Cultural Heritage Board (CHB) or CHB staff review and approval prior to work commencing. Work must meet all Building Code and Zoning Ordinance requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Properties.*

EXHIBIT C

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO APPROVE PLANNING AND ZONING PERMIT NO. 15-6812-02 (HISTORICAL LANDMARK DESIGNATION NO. 184) TO DESIGNATE A PROPERTY (SCHUSTER COURT) LOCATED AT 119-127 SOUTH D STREET, AS VENTURA COUNTY HISTORICAL LANDMARK NO. 184. FILED BY SOUTHERN CALIFORNIA 2022 PROPERTIES LLC, 4130 ARROWHEAD CIRCLE, WESTLAKE VILLAGE, CA 91362

WHEREAS, in accordance with City Council Resolution No. 10,135, the Ventura County Cultural Heritage Board, serving as the City of Oxnard Cultural Heritage Board, adopted a resolution recommending that the City Council designate Schuster Court as Ventura COunty Historical Landmark No. 184, filed by Southern California 2022 Properties LLC; and

WHEREAS, the application is subject to County Ordinance 4604, Ventura County's Cultural Heritage Ordinance, which through City Council Resolution 10,135, acts as the City's Cultural Heritage Ordinance; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the application for historical landmark designation of the property Schuster Court; and

WHEREAS, the City Council has carefully reviewed the recommendation of the City of Oxnard Cultural Heritage Board, and based upon the information presented at the hearing, and for the reasons cited by the Oxnard Cultural Heritage board has concluded that the Schuster Court property is of historical significance to the City of Oxnard and meets criteria set forth by Resolution No. 10,135 regarding historical landmarks; and

WHEREAS, the City Council finds that approval of Ventura County Historical Landmark Designation No. 184 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15331 (Historical Resource Restoration/Rehabilitation) since approval will only result in limited maintenance repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of a historical resource in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historical Properties, which is consistent with a Class 31 exemption, and as a result further finds that there is no substantial evidence that the Ventura County Historical Landmark Designation No. 184 may have a significant effect on the environment; and

WHEREAS, the City Council finds that the Applicant agrees as a condition of this Resolution that at its own expense, to indemnify and defend (with counsel selected by the City in its discretion) 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 Resolution or any actions or proceedings, acts or determinations taken, done or made before the approval of this resolution that were part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

The application satisfies one or more of the below criteria of significance from Section 1367 of the Cultural Heritage Ordinance (County Ordinance 4604), in addition to retaining sufficient integrity.

(1) It is associated with events that have made a significant contribution to the broad patterns of Ventura County history;

(2) It is associated with the lives of significant persons in Ventura County's past;

(3) It embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;

(4) It has yielded, or may be likely to yield, information important in history or prehistory.

And meets the following additional findings from Section 1367-1 of Ordinance 4604:

(1) It shall have historic, aesthetic, or special character or interest for the general public, and not be limited in interest to a special group of persons.

(2) Its designation shall not require the expenditure by the County of Ventura of any amount of money not commensurate with the value of the object to be preserved; and

(3) Its designation shall not infringe upon the rights of a private owner thereof to make any and all reasonable uses thereof which are not in conflict with the purposes of this Article.

The project meets criteria 1 and 3 as well as the additional three findings based on the supporting documents and decision of the Cultural Heritage Board. The historic survey in Attachment 2 of the City Council Staff Report establishes the broad history and significance, with the same attachment's staff report further noting the meeting of finds. The development still has high integrity considering the overall condition of the residential buildings and the significant amount of original features that remain. No expenditures out of proportion to the value of the preserved object were found by the County in their review and recommendation of approval. The project will not change or alter any private property owner's rights, including on adjacent properties, as this merely provides a labeled status to the subject property. Overall, the Landmark findings as noted in the staff report were found to be met by the Cultural Heritage Board as they recommended the application's approval by City Council (Attachment

2 of the City Council Staff Report.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to CEQA Guidelines §15331 (Class 31) of the State CEQA Guidelines. Under this categorical exemption class projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings may be found to be exempt from the requirements of the CEQA. The Project involves a request to be designated a Landmark and Mills Act agreement and would help preserve the historical development. The City Council has determined that there is no substantial evidence that the project will have a significant effect on the environment and no Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning & Environmental Services Manager is hereby authorized to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein and the Staff Report and all attachments thereto, the City Council hereby approves Planning and Zoning Permit No. 25-681-02 (Landmark Designation).

SECTION 4. The decision of the City Council is final.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

(Signatures on the following page)

PASSED AND ADOPTED this 16th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

Resolution No. 10,135

RESOLUTION CONCERNING THE DECLARATION OF COUNTY LANDMARKS, MONUMENTS AND POINTS OF HISTORICAL INTEREST LOCATED WITHIN THE CITY OF OXNARD.

WHEREAS, the City Council wishes to provide a procedure and standards for declaring certain real property and plant life within the City to be Ventura County landmarks, monuments or points of historical interest; and

WHEREAS, the County of Ventura has established a Cultural Heritage Board for the purpose of evaluating whether particular real property or plant life within the County should be declared to be County landmarks, monuments or points of historical interest and making recommendations thereon to the Ventura County Board of Supervisors; and

WHEREAS, the Ventura County Ordinance Code permits the Cultural Heritage Board to serve at the request of a city as the city's Cultural Heritage Board for the purpose of recommending to the City Council the declaration of County landmarks, monuments or points of historical interest located within a city.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

1. Pursuant to Section 1367 of the Cultural Heritage Ordinance of the County of Ventura (Article 5, Sections 1360 through 1373 of the Ventura County Ordinance Code), the Ventura County Cultural Heritage Board is requested to serve as the City of Oxnard Cultural Heritage Board ("Board"). The composition, duties and powers of the Board shall be as provided in the Cultural Heritage Ordinance of the County of Ventura, except that references in the Ordinance to the County of Ventura shall be to the City of Oxnard.

2. The authority to declare Ventura County landmarks, monuments or points of historical interest located within the City of Oxnard shall be vested solely in the City Council of the City of Oxnard. Upon recommendation of the Board, and at least 30 days after such recommendation is made, the City Council may declare a County landmark, monument or point of historical interest.

3. If the owner of the real property or plant life has filed an objection to the designation of the subject property as a landmark, monument or point of historical interest, the City Council shall schedule a public hearing to consider the objection, after which the City Council shall determine

whether or not to so declare the subject property. If the conclusion of the City Council is to designate the subject property as a landmark, monument or point of historical interest, the property owner shall be prohibited from defacing, demolishing, adding to, altering or moving it without having given 180 days' advance written notice to the Board that such action is planned.

4. If the Board finds that the property owner has not defaced, demolished, added to, altered or moved the landmark, monument or point of historical interest within one year and 180 days from the date of notice to the Board of intent to do so, then the Board may notify the property owner that the earlier notice shall be considered void and the landmark, monument or point of historical interest will be protected in accordance with this resolution.

5. If the landmark, monument or point of historical interest is defaced, demolished, added to, altered or moved and the Board determines that the landmark, monument or point of historical interest no longer exists, the Board may recommend to the City Council that the subject property lose its designation as a landmark, monument or point of historical interest.

6. If the property owner of the landmark, monument or point of historical interest objects to the removal of the designation, the property owner may file an objection with the City Council no later than 15 days following the date of mailing to the property owner of the Board's recommendation to the City Council.

7. A landmark, monument or point of historical interest is any real property or plant life that:

(a) Is the site of a building, structure or object that no longer exists but was associated with an important event or person or embodied a distinctive character or style;

(b) Has historical significance, but has been altered to the extent that the integrity of the original workmanship, materials or style has been substantially compromised; or

(c) Is the site of an historic event.

8. A landmark, monument or point of historical interest may be any real property or plant life, including, but not limited to:

(a) A building, structure, ruin or foundation;

(b) A route or trail;

(c) A site or place, such as a cave, oak grove, cemetery, burial ground, camp or village area, significant tree or other vegetation;

(d) A natural configuration, traditional landscape horizon, geographic or geological formation or feature.

9. To be eligible to be designated as a landmark, monument or point of historical interest, the real property or plant life must be:

(a) Of historical, cultural, scenic or aesthetic significant to the City of Oxnard;

(b) Identified with an important person or event in national, state or local history;

(c) Valuable to a study of an architectural period, style or method of construction; or

(d) The work of a master builder, designer, artist or architect.

10. City Council Resolution Nos. 7317 and 8300 are repealed.

Passed and adopted this 2nd day of April, 1991, by the following vote:

AYES: Council Members: Furr, Lopez, Maron and Plisky

NOES: Council Members: None

ABSENT: Council Members: Takasugi

Geraldine W. Furr
Geraldine W. Furr, Mayor Pro Tem

ATTEST: Mabi Plisky
Mabi Plisky, City Clerk

APPROVED AS TO FORM:

Paula Kimball for
Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,215

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING MILLS ACT AGREEMENTS FOR HISTORICAL PROPERTY

WHEREAS, preservation of cultural and historical resources of the City contributes to the quality of life in the City and to the welfare of City residents and visitors; and

WHEREAS, the City Council has designated historical property within the City as landmarks, including individual parcels of property and entire neighborhoods; and

WHEREAS, Government Code section 50280 et seq. ("the Mills Act") authorizes the City Council to enter into agreements with the owners of qualified historical property to restrict the use of the property and to preserve and rehabilitate the property; and

WHEREAS, property subject to Mills Act agreements is eligible for property tax reduction by the Ventura County Assessor, pursuant to Revenue and Taxation Code section 439 et seq., which provides an incentive for the owners of historical property to enter into Mills Act agreements; and

WHEREAS, entering into Mills Act agreements with the owners of qualified historical property increases the likelihood that such property will be property maintained and rehabilitated; and

WHEREAS, the City Council finds that the adoption of this resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to sections 15331, 15061(b)(3) and 15308 of Title 14 of the California Code of Regulations (the State Guidelines implementing CEQA); and

WHEREAS, the City Council further finds that the fees adopted in this resolution are exempt from CEQA pursuant to section 15273(a) of Title 14 of the California Code of Regulations because such fees are for the purpose of meeting operating expenses, including employee wage rates and fringe benefits, as set out in the agenda report concerning this resolution.

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

1. Applicants for Mills Act agreements shall pay a fee of $600 on filing an application and an annual fee of $100 each year that the agreement is in effect to pay the administrative costs of processing the application and inspecting the historical property thereafter. Such fees shall be automatically increased on January 1 of each year, beginning on January 1, 2008, by the percentage change from September 1 two calendar years previously to September 1 of the previous calendar year, in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles-Anaheim-Riverside area relating to all urban consumers.

2. The attached application and agreement forms for Mills Act agreements, marked Exhibit A and Exhibit B, respectively, are approved. Such forms may be modified as necessary if approved as to form by the City Attorney.

3. Proposed agreements shall be presented to the City Council at a regularly scheduled meeting, together with the recommendation of the City's Cultural Heritage Board.

PASSED AND ADOPTED this 10th day of April, 2007, by the following vote:

AYES: Councilmembers Holden, Maulhardt, Zaragoza, Flynn and Herrera.

NOES: None.

ABSENT: None.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

04-02-07

Gary L. Gillig, City Attorney

CITY OF OXNARD
APPLICATION FOR HISTORICAL PROPERTY CONTRACT
(MILLS ACT CONTRACT)

OWNER / APPLICANT

Please print or type

Name _____

Mailing Address _____

City _____ *State* _____ *ZIP* _____

Telephone Daytime _____ *Evening* _____

HISTORIC PROPERTY

Historic Name _____

Common Name _____

Street Address _____

ZIP _____ *Assessor's Parcel Number* _____

Legal Description _____

_____

LANDMARK STATUS

Potential Landmark (✓) _____ *City Landmark#* _____ *Date of Designation* _____

State Landmark# _____ *National Register Date* _____

PROPOSED REHABILITATIONS

List the rehabilitations you propose to make over the next ten years in the order in which you propose to make them.

Year ***Rehabilitations***

_____

_____

_____

_____

_____

_____

_____

_____

_____

Owner Signature _____ **Date** _____

Application fee: $600 (non-refundable) payable to City of Oxnard

Attach a title report dated no more than 15 days before the date this application is filed.

Application and title report received on _____ **by** _____

EXHIBIT A

HISTORICAL PROPERTY CONTRACT

THIS AGREEMENT is made and entered into by and between

CITY OF OXNARD, State of California,

hereinafter called **("CITY")** and

hereinafter called **("OWNER")**

R E C I T A L S

OWNER possesses and owns real property located within CITY, as described in Exhibit A, attached hereto and incorporated herein by this reference.

The real property is qualified historical property that is privately owned, is not exempt from property taxation, and is either: (a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations; or (b) listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places or landmarks. The real property is hereinafter referred to as the "Historical Property."

Both CITY and OWNER desire to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code, and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Both CITY and OWNER desire to preserve the Historical Property and, when necessary, to restore and rehabilitate the Historical Property to retain its characteristics as property of historical significance.

EXHIBIT B

AGREEMENT

NOW, THEREFORE, OWNER and CITY, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, agree as follows:

1. Agreement Subject to California Government Code Sections 50280-50290

This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and is subject to all of the provisions of those statutes.

2. Furnishing Information

OWNER shall furnish CITY with any information requested by CITY to enable CITY to determine the eligibility of the Historical Property to be classified as qualified historical property.

3. Preservation, Restoration and Rehabilitation of Property

OWNER agrees to preserve, restore, and rehabilitate the Historical Property in conformance with the following conditions, requirements, and restrictions:

a. OWNER shall preserve and maintain the characteristics of historical significance of the Historical Property. A list of the minimum standards and conditions for maintenance, use, and preservation of the Historical Property, which shall apply to such Historical Property throughout the term of this Agreement, is attached hereto as Exhibit B and incorporated herein by this reference.

b. OWNER shall, where necessary, restore and rehabilitate the Historical Property according to the rules and regulations of the Office of Historic Preservation and the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and in accordance with schedule of rehabilitations attached hereto as Exhibit C and incorporated herein by this reference.

4. Inspections

OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by CITY's Cultural Heritage Board representative(s), the Assessor of Ventura County, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine OWNER'S compliance with this Agreement.

5. Annual Fee

Each year on the anniverary date of this Agreement, OWNER shall pay an annual fee of $100 to CITY's Cultural Heritage Board for inspection of the Historical Property by Cultural Heritage Board representative(s).

6. Term of Agreement

The term of this Agreement shall be for a minimum period of ten years, from _____ to and including _____.

7. Notification by Owner

OWNER or an agent of OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of the execution of this Agreement.

8. Automatic Renewal

On the anniversary date of this Agreement, one year shall be added automatically to the initial ten year term of the Agreement, unless Notice of Nonrenewal is given as provided in this Agreement.

9. Notice of Nonrenewal

If in any year either OWNER or CITY desires not to renew this Agreement, that party shall serve written Notice of Nonrenewal on the other party in advance of the annual renewal date. Unless the Notice is served by OWNER at least 90 days or by CITY at least 60 days prior to the renewal date, one year shall automatically be added to the term of this Agreement. Upon receipt by OWNER of a Notice of Nonrenewal from CITY, OWNER may make a written protest. At any time prior to the renewal date, CITY may withdraw its Notice of Nonrenewal.

10. Effect of Notice of Nonrenewal

If in any year either party serves Notice of Nonrenewal, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Agreement, as the case may be.

11. Cancellation

CITY may cancel this Agreement if CITY determines OWNER has breached any of the conditions or covenant of this Agreement or has allowed the Historical Property to deteriorate to the point that it no longer meets the standards for qualified historical property. CITY may also cancel this Agreement if it determines OWNER has failed to restore or rehabilitate the Historical Property in the manner specified in this Agreement.

EXHIBIT B

12. Notice of Cancellation

This Agreement cannot be cancelled until after CITY has given notice and has held a public hearing regarding the grounds of cancellation set forth in paragraph 11. Notice of the hearing shall be mailed to the last known address of OWNER of the Historical Property and to each owner of property within the historic zone where the Historical Property is located, and shall be published in accordance with Government Code Section 6061.

13. Cancellation Fee

If CITY cancels this Agreement in accordance with paragraph 12 above, OWNER shall pay a cancellation fee of 12-1/2% of the current fair market value of the Historical Property at the time of cancellation, which shall be determined by the Ventura County Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the Ventura County Auditor-Controller at such time and in such manner as he or she shall prescribe. The Ventura County auditor shall allocate the cancellation fee to each jurisdiction in the tax rate area in which the Historical Property is located in the same manner as he or she allocates the annual tax increment in that tax rate area in that fiscal year.

14. Alternative Enforcement

As an alternative to cancellation of this Agreement for breach of any condition, CITY or any landowner may bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance or injunction.

15. Notices

All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, the address of OWNER shall be that last known address on CITY records, and CITY's address shall be: Planning and Environmental Services Division, Attn: Cultural Heritage Board, 305 West Third Street, Second Floor, Oxnard, California 93030. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

16. No Compensation

OWNER shall not receive any payment from CITY in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to OWNER as a result of the effect upon the assessed value of the Historical Property on account of the restrictions on the use and preservation of the Historical Property.

17. Remedy if Agreement Held Not an Enforceable Restriction

If a court determines, and that determination is not appealed or is upheld on appeal, that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the Term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historical Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to the Agreement.

18. Eminent Domain Proceedings

In the event that the Historical Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by CITY to frustrate the purpose of this Agreement, the Agreement shall be cancelled and no fee shall be imposed under Government Code Section 50286. This Agreement shall be deemed null and void for all purposes of determining the value of the property so acquired.

19. Recordation

No later than 20 days after CITY enters into this Agreement, the City Clerk of the City of Oxnard shall record a copy of the Agreement (with properly notarized signatures of the Agreement signatories). This Agreement shall be recorded on or before the lien date for the fiscal year in which the valuation, pursuant to Revenue and Taxation Code Section 439 et seq., will apply. From and after the time of recordation, this Agreement shall impart notice thereof to all persons, as is afforded by the recording laws of the State.

20. Successors and Assigns

This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

IN WITNESS WHEREOF, CITY and OWNER have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this _____ day of _____ _____, 20 _____.

EXHIBIT B

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

OWNER

(Name(s))

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary L. Gillig, City Attorney

APPROVED AS TO CONTENT:

Edmund F. Sotelo, City Manager

EXHIBIT B

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ORDINANCE NO. 4604

AN ORDINANCE OF THE VENTURA COUNTY BOARD OF SUPERVISORS REPEALING AND REENACTING ARTICLE 5 OF CHAPTER 3 OF DIVISION 1 OF THE VENTURA COUNTY ORDINANCE CODE, BEGINNING AT SECTION 1360, ADDRESSING CULTURAL HERITAGE

The Board of Supervisors of the County of Ventura ordains as follows:

Section 1. Article 5 of Chapter 3 of Division 1 of the Ventura County Ordinance Code, beginning at Section 1360, is hereby repealed and the subject matter therein is reenacted to read as follows:

Article 5 – Cultural Heritage

Sec. 1360. TITLE. This Article shall be known as and may be cited as the "Ventura County Cultural Heritage Ordinance".

Sec. 1361. PURPOSE AND FINDINGS. The purpose of this Article is to promote the economic and general welfare of the County of Ventura by preserving and protecting public and private historic, cultural and natural resources which are of special historical, archaeological, or aesthetic character or interest, or relocating or recreating such resources where necessary for their preservation and for their use, education, and view by the general public. This Article is intended to allow for the identification, inventory, *preservation*, and *protection* of cultural, historical, paleontological, and archaeological resources in Ventura County, including Native American resources, for their scientific, educational, and cultural value, consistent with the Ventura County General Plan. All such efforts are taken to make the citizens of this county, visitors, and tourists mindful of the rich historical, cultural, and natural heritage of the county.

The Board of Supervisors finds that Ventura County's *cultural heritage* is constantly being impacted by removal, *demolition*, earthquakes, and other *alterations* of sites and structures as documented in the 2000 Ventura County Historic Preservation Plan. To offset this adverse impact on our cultural environment, the Board of Supervisors finds that strengthening efforts to preserve and protect this heritage, combined with incentives for those willing to participate in this effort, are necessary. This strengthening will also benefit the economic and general welfare of Ventura County and, therefore, the Board of Supervisors finds that the changes as developed and recommended in the Ventura County Historic Preservation Plan are necessary.

Sec. 1362. APPLICABILITY OF ORDINANCE. The Cultural Heritage Ordinance shall have force and effect only in the unincorporated areas of Ventura County. However, any designated *Districts*, *Landmarks*, *Sites of Merit*, or *Points of Interest* (hereafter referred to as designated *Cultural Heritage Sites*) existing as of the effective date of this Article, regardless of their location in the county, shall retain their declared status. At any time in the future, if the territory upon which a designated *Cultural*

Heritage Site is annexed to any city, the site shall also retain its designated status.

Sec. 1363. DEFINITIONS. Application of Definitions: Unless the provision or context otherwise requires, the definitions of words and terms as follows shall govern the construction of this Chapter.

"Alteration": Any change affecting the exterior *character-defining features* of a potential or designated *Cultural Heritage Site*, including actions that affect the *integrity* of the resource. For a *Cultural Heritage Site* subject to a Mills Act contract, *alteration* shall include any change affecting the interior *character-defining features* thereof.

"Board of Supervisors": The County of Ventura *Board of Supervisors*.

"California Historical Building Code": The *California Historical Building Code* is a set of regulations contained in Part 8 of Title 24 (State Building Standards Code) of the California Code of Regulations (and authorized by statute under Health and Safety Code sections 18950 et seq.) that applies to all qualified historical structures, *Districts*, and sites designated under federal, state, or local authority. It provides alternatives to the Uniform Building Code for the *rehabilitation*, *preservation*, *restoration*, or *relocation* of qualified historic structures, *Districts*, and sites.

"Certificate of Appropriateness": An authorization issued by the *Cultural Heritage Board* or its designee which generally indicates that the proposed subdivision, rezoning, maintenance, acquisition, *stabilization*, *preservation*, *reconstruction*, *protection*, *alteration*, *restoration*, *rehabilitation*, remodeling, addition, change of use, *demolition*, *relocation*, change, remodeling or other project affecting a potential or designated *Cultural Heritage Site* will not reduce its *cultural heritage* values, or prevent the eligibility of a *Potential Cultural Heritage Site* to become a designated *Cultural Heritage Site*.

"Certificate of Review": An action by the *Cultural Heritage Board* or its designee documenting its consideration of, and recommendations, regarding the effects, including environmental effects to historic resources, of permit actions on a potential or designated *Cultural Heritage Site*, where a *Certificate of Appropriateness* is not required.

“Certified Local Government”: The program authorized by the National Historic Preservation Act of 1966 (16 U.S.C. section 470 et seq.) and the subsequent participatory agreement between the County and the State of California Office of Historic Preservation.

"Character-Defining Features": The physical aspects of a site’s design and form which identify it as belonging to a specific time and place. Design, materials, workmanship, form, and style of decorative and structural features and spaces, and spacial relationships both interior, exterior, and environmental. A building, for example, may have *character-defining features* that include, but are not limited to, the overall shape, massing and form of the building, its roof and roof structures, openings, projections, trim, materials, craftsmanship, decorative details, as well as the various aspects of its site, landscape, and environment.

"Cultural Heritage": Pertaining to the sum total of traditions and body of knowledge that are inherited as possessions, characteristics, or conditions expressing a traditional way of life subject to gradual but continuous modifications by succeeding generations.

"Cultural Heritage Board": The County of Ventura *Cultural Heritage Board* established by this Article.

"Cultural Heritage Site": An improvement, natural feature, site, or *District* that has completed the legally required procedures stipulated in this Article to have it designated by the *Cultural Heritage Board* or the *Board of Supervisors* as a *District*, *Landmark*, *Site of Merit*, or *Point of Interest*.

"Demolition": The complete destruction or removal of a structure, tree, landscaping, or natural feature identified as a *character-defining feature*; the cumulative removal of more than 50 percent of the perimeter walls, roof, or floor area of a structure; or the removal of a substantial portion of a street-facing façade visible from the public right-of-way.

"District": A geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, landscapes, structures, or objects, united by past events or aesthetically by plan or physical developments. A district may also be composed of individual elements separated geographically but linked by association or history.

"District Contributor": A building, structure, site, feature, or object within a *District* that embodies the significant physical characteristics and features thereof, or adds to the historical associations, historic architectural qualities, or archaeological values identified for the *District*, and was present during the *period of significance*, relates to the documented significance of the property, and possesses historic *integrity* or is capable of yielding important information about the period.

"District Non-Contributor": A building, structure, site, feature, or object within a defined *District* that is not associated with the significance of the *District* or was not present during the *period of significance*, or has been altered to the extent that it no longer retains *integrity*. A *District Non-Contributor* shall not be precluded from being individually eligible as a *Site of Merit* or *Landmark* under different significance criteria.

"Downgrade": A reduction in the status of a designated *Cultural Heritage Site*, such as a re-designation of a *Landmark* to a *Site of Merit* or *Point of Interest*.

"Historic Context": A broad pattern of historical development in a community or its region, which may be represented by historic or prehistoric resources.

“Integrity”: Ability of a property to convey its historical significance, or the authenticity of a property’s historic identity, evidenced by the survival of physical

characteristics and materials that existed during the property's historic or pre-historic *period of significance*. A property would typically possess several (although not necessarily all) of the following seven aspects of *integrity*, as defined in National Register Bulletin 15, to convey its significance: Location, Design, Setting, Materials, Workmanship, Feeling, and Association.

"Landmark": An improvement, natural feature, or site of historical, prehistorical, architectural, community, or aesthetic merit which meets the criteria specified in this Article and has been so designated by the *Cultural Heritage Board* or the *Board of Supervisors* according to the provisions of this Article.

"Owner": Those individuals, partnerships, corporations, or public agencies holding fee simple title to a resource. The term does not include individuals, partnerships, corporations, or public agencies holding easements or less than fee simple interests, including leaseholds, in a resource property.

"Period of Significance": The span of time in which a property attained the significance for which it meets the designation criteria.

"Point of Interest": The location of, or site of, a former improvement or natural feature, or event possessing historical or cultural characteristics which satisfy the provisions of this Article.

"Potential Cultural Heritage Site": An improvement, natural feature, or site of historical, architectural, community, or aesthetic merit which may meet the criteria specified in this Article and has not yet been officially designated by the *Cultural Heritage Board* or the *Board of Supervisors* as a *District*, *Landmark*, *Site of Merit*, or *Point of Interest*. A *Potential Cultural Heritage Site* may consist of a property listed in the National Register of Historic Places or California Register of Historical Resources that has not completed the legally required procedures for designation as a *Cultural Heritage Site* stipulated in this Article.

"Preservation" (treatment): The act or process of applying measures necessary to sustain the existing form, *integrity*, and materials of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a *preservation* project.

"Protection" (treatment): The act or process of applying measures to affect the physical condition of a historical resource by guarding it from deterioration, loss, or attack by natural causes, or to cover or shield it from threat of danger or harm. In the case of buildings or structures, these measures are usually temporary; however, with regard to archaeological resources, protective measures may be temporary or permanent.

"Reconstruction" (treatment): The act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

"Rehabilitation" (treatment): The act or process of making possible a compatible use for a property through repair, *alterations*, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

"Relocation": The removal of a potential or designated *Cultural Heritage Site* from its original location and placement at a new location.

"Restoration" (treatment): The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and *reconstruction* of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a *restoration* project.

"Secretary of the Interior's Professional Qualification Standards": The minimum education and experience required to perform identification, evaluation, registration, and treatment activities (36 Code of Federal Regulations Part 61, as may be amended).

"Secretary of the Interior's Standards": The United States *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (U.S. Dept. of Interior, National Park Service Technical Preservation Series, 2017 ed., as may be amended).

"Site of Merit": A site of historical, cultural, architectural, or aesthetic merit which has not been officially otherwise designated and has been surveyed according to Federal standards as required by the County of Ventura's *Certified Local Government* agreement. Said sites are listed in a *Board of Supervisors* approved survey with a National Register status code of 1 through 5 and have been designated by the *Cultural Heritage Board* or the *Board of Supervisors* according to the provisions of this Article.

"Stabilization" (treatment): The act or process of applying measures designed to establish a weather resistant enclosure and the structural stability of an unsafe or deteriorated property, or one which has the potential to deteriorate or to become unsafe, while maintaining the essential form as it exists at present.

Sec. 1364. CULTURAL HERITAGE BOARD. The *Cultural Heritage Board* is hereby established, the membership and term of appointment of which shall be as follows:

Sec. 1364-1. Supervisorial Appointees. One person who has demonstrated interest in and knowledge of historic preservation and the cultural resources of the County shall be selected by each of the five members of the *Board of*

Supervisors, and confirmed by a majority of the *Board of Supervisors* thus providing representation from each Supervisorial District.

Where feasible, Board members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology, or other historic preservation-related disciplines, such as urban planning, American studies, American civilization, cultural geography, or cultural anthropology, to the extent that such professionals are available in the community; or persons who have demonstrated special interest, competence, experience, or knowledge in historic preservation, American studies, cultural anthropology, cultural geography, or other historic preservation-related disciplines.

Sec. 1364-2. Cultural Heritage Board Appointment of Members At Large. Two additional Ventura County residents who have demonstrated special interest, competence, experience, or knowledge in historic preservation, American studies, cultural anthropology, cultural geography, or other historic preservation-related disciplines shall be selected and confirmed by a majority of the *Board of Supervisors*.

Sec. 1364-3. Term of Appointment. The term of appointment of the Supervisorial appointees shall be for four years corresponding to the established dates of regular Supervisorial terms of office.

If for any reason an incumbent Supervisor's term of office ends prematurely, the appointed *Cultural Heritage Board* member from that District shall remain in service on the *Cultural Heritage Board* until the new Supervisor from that Supervisorial District appoints a replacement member.

The term of appointment of *Cultural Heritage Board* at-large appointees shall be four years, commencing from the date of appointment.

Sec. 1365. FUNCTIONS AND POWERS. The functions and powers of the *Cultural Heritage Board* shall be:

Sec. 1365-1. Designation and Removal of Designation of Cultural Heritage Sites. Upon providing notice to the property *owner* and conducting a public hearing, the *Cultural Heritage Board* shall: (a) identify and designate *Cultural Heritage Sites*, and (b) when justified, remove such designations.

Sec. 1365-2. Forward Recommendations. The *Cultural Heritage Board* shall make recommendations to policy makers and related staff members on issues related to the preservation and enhancement of cultural, historic, and natural features in unincorporated Ventura County as well as its cities, pursuant to any adopted contract for cultural heritage services with the County.

Sec. 1365-3. Recommend Placement in the National Register of Historic Places or California Register of Historical Resources. The *Cultural Heritage Board* shall recommend to the *Board of Supervisors* that the County nominate to the

appropriate agency County designated *Cultural Heritage Sites* to be listed in the National Register of Historic Places or California Register of Historical Resources which have historical significance, which meet National or State Register criteria, and where the registration would assist in preservation.

Sec. 1365-4. Establish Markers. The *Cultural Heritage Board* shall determine which designated *Cultural Heritage Sites* shall be marked with uniform and distinctive markers, the text and design of which shall be approved by the *Cultural Heritage Board*.

Sec. 1365-5. Recommend Zoning. The *Cultural Heritage Board* shall recommend to the *Board of Supervisors* that a specific property or area be designated a historic or scenic zone, as set forth in the County's zoning ordinances.

Sec. 1365-6. Establish Bylaws. The *Cultural Heritage Board* shall adopt such Bylaws as are necessary to carry out the purpose and intent of this Article.

Sec. 1365-7. Recommend Amendments. The *Cultural Heritage Board* may recommend to the *Board of Supervisors* amendments to this Article as needed.

Sec. 1365-8. Preservation of Cultural Heritage Sites. The *Cultural Heritage Board* may take steps necessary to preserve *Cultural Heritage Sites* when not in conflict with the public health, safety, and general welfare. Such steps may include the designation of *Cultural Heritage Sites*; the creation of civic and citizens' committees; the establishment of a private fund for the acquisition or *restoration* of such sites; recommendations that such sites be acquired by a governmental agency where private acquisition is not feasible; and recommendations regarding applications for, and administration of, historical property contracts (Mills Act contracts) pursuant to Government Code section 50280 et seq.

Sec. 1365-9. Conduct Surveys. The *Cultural Heritage Board* or its designee may establish criteria for and conduct or cause to be conducted comprehensive surveys in conformance with Federal and State survey standards and guidelines for cultural heritage resources within the boundaries of the County which the *Cultural Heritage Board*, on the basis of information available or presented to it, has reason to believe may be eligible for designation. Said surveys shall include notification to all affected property *owners* prior to acceptance of the surveys by the *Cultural Heritage Board*. The *Cultural Heritage Board* may publicize and periodically update the surveys' results. Said surveys will include all Federal and State designated cultural heritage sites.

Sec. 1365-10. Issue Certificates of Appropriateness. The *Cultural Heritage Board* or its designee shall issue *Certificates of Appropriateness* for proposals to construct, change, alter, modify, remodel, remove, or significantly affect any potential or designated *Cultural Heritage Site* which require a *Certificate of Appropriateness* as provided in this Article.

Sec. 1365-11. Conduct Reviews. The *Cultural Heritage Board* or its designee shall, by *Certificate of Review,* review applications for permits to construct, change, alter, modify, remodel, remove, or significantly affect any potential or designated *Cultural Heritage Site*. This section applies only to sites not requiring a *Certificate of Appropriateness* and shall not apply in the case of *demolition*.

Sec. 1365-12. Conduct Environmental Reviews. The *Cultural Heritage Board* or its designee shall review all applications for discretionary permits pursuant to the County's adopted Initial Study Assessment Guidelines.

Sec. 1366. DESIGNATION OF CULTURAL HERITAGE SITES.

Sec. 1366-1. The *Cultural Heritage Board* shall have the authority to designate *Cultural Heritage Sites* where the property *owner* has no objection to a site's designation.

Where the property *owner* objects to said designation prior to final action by the *Cultural Heritage Board*, the action of the *Cultural Heritage Board* shall become a recommendation to the *Board of Supervisors* which has the final authority for the designation.

A nomination for the designation of a *Cultural Heritage Site* may be filed by the property *owner* of the site or the County Resource Management Agency. A nomination for consideration of the designation of a *Cultural Heritage Site*, upon a presentation by staff at a future hearing, may also be initiated directly by a member of the *Cultural Heritage Board* if approved by a properly carried motion.

Sec. 1366-2. After a public hearing, preceded by a 15 day notice to the property *owner(s)*, the *Cultural Heritage Board* may designate a site as the following: *District*, *Landmark*, *Site of Merit*, or *Point of Interest*, if the applicable criteria of Sections 1367 and 1367-1 are met.

Sec. 1366-3. The *Cultural Heritage Board* may designate a site on an interim basis for no more than 60 days after said decision while it conducts and assesses evaluations/surveys of the site to determine if it should receive a formal designation as a *Cultural Heritage Site*. Such designation shall be preceded by a 15 day notice to property *owner(s)*.

Sec. 1367. CRITERIA FOR DESIGNATION OF CULTURAL HERITAGE SITES.

For purposes of this Article, a site may be designated a *Cultural Heritage Site* by the *Cultural Heritage Board* or *Board of Supervisors*, as provided in this Article, if it meets the applicable criteria below.

a. Landmarks - Satisfy one or more of the below criteria of significance, in addition to retaining sufficient *integrity*. In evaluating *integrity*, the authenticity of the resource's physical identity shall be established by evidence of lack of deterioration and significant survival of the

characteristics that existed during its *period of significance*. This shall be evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association, consistent with applicable National Register of Historic Places Bulletins for evaluating historic properties.

(1) It is associated with events that have made a significant contribution to the broad patterns of Ventura County history;

(2) It is associated with the lives of significant persons in Ventura County's past;

(3) It embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;

(4) It has yielded, or may be likely to yield, information important in history or prehistory.

b. Sites of Merit - Satisfy all of the following criteria:

(1) Sites of historical, architectural, community, or aesthetic merit which have not been designated as *Landmarks* or *Points of Interest*, but which are deserving of special recognition;

(2) *Board of Supervisors* approved surveyed sites with a National Register status code of 1 through 5; and

(3) Retain sufficient *integrity* as described in Sec. 1367(a).

c. Points of Interest - Satisfy one of the following criteria:

(1) The site of a building, structure or object that no longer exists, but was associated with historic events, important persons, or embodied a distinctive character or architectural style; or

(2) A site that has historical significance, but has been altered to the extent that the *integrity* of the original workmanship, materials, or style has been substantially compromised; or

(3) The site of a historic event which has no distinguishable characteristics other than that a historic event occurred at that site, and the site is not of sufficient historical significance to justify the establishment of a *Landmark*.

d. Districts - Satisfy all of the following criteria:

(1) Possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically

by plan or physical development;

(2) Has precisely mapped and defined boundaries based upon a shared relationship among the properties constituting the *District*;

(3) Has at least one of the criteria for significance of Sec. 1367(a); and

(4) Retains sufficient *integrity* as described in Sec. 1367(a).

Sec. 1367-1. Additional Designation Standards. In addition to meeting the criteria in Sec. 1367, all the standards below must be met before a site becomes a designated *Cultural Heritage Site*. This section shall not apply in the determination of whether a site is eligible for *Cultural Heritage Site* designation.

a. It shall have historic, aesthetic or special character or interest for the general public, and not be limited in interest to a special group of persons;

b. Its designation shall not require the expenditure by the County of Ventura of any amount of money not commensurate with the value of the object to be preserved; and

c. Its designation shall not infringe upon the rights of a private *owner* thereof to make reasonable uses thereof which are not in conflict with the purposes of this Article.

Sec. 1368. REMOVAL OR DOWNGRADE OF DESIGNATIONS. An application for the removal or downgrade of the designation of a *Cultural Heritage Site* may be filed by its property *owner*, by the County Resource Management Agency, or directly by the *Cultural Heritage Board* or a member of the *Cultural Heritage Board* if approved by a properly carried motion. If a designated *Cultural Heritage Site* is defaced, demolished, added to, altered, or moved, or damaged by natural disaster, including but not limited to, earthquake, fire, or flood, and the *Cultural Heritage Board* determines that the site's *integrity* has been impacted, through no fault or neglect of the property *owner*, to the extent that it no longer meets the criteria for a *Cultural Heritage Site*, the *Cultural Heritage Board* shall remove or downgrade its designation. Removal or downgrade actions shall take place following a public hearing preceded by a 15-day notice to the property *owner*. Private property applicant requests for removal or downgrade of designations shall, as determined necessary by the Planning Director, provide a historic resource report prepared by a professional architectural historian meeting the *Secretary of the Interior's Professional Qualification Standards* demonstrating the loss of *integrity* to the *Cultural Heritage Site*, or, in the instance of a natural disaster, a report demonstrating the loss of *integrity* due to natural disaster.

Sec. 1369. CULTURAL HERITAGE PROGRAM REQUIREMENTS AND PROHIBITIONS.

Sec. 1369-1. List of Properties Potentially Eligible for Cultural Heritage Site Designation. The County Resource Management Agency shall maintain record of known *Potential Cultural Heritage Sites* within its applicable land use permitting system. Said list shall also include Ventura County sites listed in the National Register of Historic Places and California Register of Historical Resources.

Sec. 1369-2. Survey Results. Any list of *Cultural Heritage* resources which may be eligible for designation as *Cultural Heritage Sites* resulting from a historic survey shall contain a statement indicating, where appropriate, that sites are private and not open to the public.

Sec. 1369-3. Local Register of Historic Places. The County Resource Management Agency shall maintain a register of designated *Cultural Heritage Sites*.

Sec. 1369-4. Pending Designations. For *Cultural Heritage Sites* pending designation by the *Board of Supervisors*, from the time the *Cultural Heritage Board* adopts its recommendation until the time the *Board of Supervisors* either declares or determines not to declare the *Cultural Heritage Site*, the property *owner* is prohibited from defacing, demolishing, adding to, altering, or removing any feature of the *Cultural Heritage Site*. This time period is not to exceed 90 days. This section shall not apply to designation of *Points of Interest*.

Sec. 1369-5. Potential and Designated Cultural Heritage Sites. For those properties that are potentially eligible for *Cultural Heritage Site* designation and for those properties that have previously been designated *Cultural Heritage Sites*, the property *owner* is prohibited from defacing, demolishing, adding to, altering, or removing the potential or designated *Cultural Heritage Site* until a *Certificate of Review* or *Certificate of Appropriateness*, as required, has been processed pursuant to Sections 1371 or 1372, respectively.

Sec. 1369-6. Recordation of Cultural Heritage Site Designation. All designations of *Cultural Heritage Sites* by the *Cultural Heritage Board* or *Board of Supervisors* shall be submitted to the County Clerk and Recorder by means of a certified resolution establishing the designation, which shall be recorded by the County Clerk and Recorder. When the designation of a *Cultural Heritage Site* is modified, downgraded, or removed, a certified resolution establishing the modification, downgrade, or removal of the designation, shall be submitted to the County Clerk and Recorder, which shall be recorded by the County Clerk and Recorder.

Sec. 1369-7. Maintenance. The *owner*, lessee, or other person with actual possession, care, or control of a designated *Landmark* or *District Contributor* shall perform maintenance and repairs as needed to prevent the deterioration, decay, or degradation of the property in accordance with the International Property Maintenance Code, as adopted by the *Board of Supervisors* on November 5, 2019 and as may be amended. Additionally, it is the intent of this section to preserve from deliberate or inadvertent neglect the exterior features of a designated

Landmark or *District Contributor* and the interior portions thereof when such maintenance is necessary to prevent deterioration, decay, or degradation of the exterior.

Sec. 1370. INCENTIVES FOR PRESERVING HISTORIC RESOURCES. The following incentives are available where specified to encourage the *preservation*, maintenance, and appropriate *rehabilitation* of historic resources, to encourage investment in historic properties, and to aid property *owners* with potential financial burdens.

Sec. 1370-1. Historical Property Contracts (Mills Act Contracts). The purpose of this section is to implement State of California law (Government Code sections 50280 et seq., or any successor statutes), allowing the approval of Historical Property Contracts by establishing a uniform procedure for the *owners* of qualified historic properties within unincorporated Ventura County to enter into contracts with the County for purposes of reducing property taxes. For the purposes of Sec. 1370-1, a qualified property shall be a *Landmark* or *District Contributor* designated pursuant to the legally required procedures stipulated in this Article. The required provisions of a Historical Property Contract shall be those required by State of California law, including the following specifications:

a. The contract term shall be 10 years minimum, with automatic renewal yearly on the anniversary of the contract date;

b. The contract agreement is to assist the *preservation* of the historic resource; therefore, *restoration*, and *rehabilitation* of the property shall conform to the rules and regulations of the State of California Office of Historic Preservation, the *Secretary of the Interior's Standards*, and the *California Historical Building Code*;

c. The *owner* agrees to permit periodic examination of the interior and exterior of the premises by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization, and the County, as may be necessary to verify the *owner's* compliance with the contract agreement, and to provide any information requested to ensure compliance with the contract agreement;

d. The contract shall be binding on all successors-in-interest of the *owner* to the benefits and burdens of the contract; and

e. The procedure for notice of non-renewal by the *owner* or the County, shall be as identified in State law (Government Code sections 50280 et seq., or any successor statutes).

In addition, the contract shall state that the County may cancel the contract if it determines that the *owner* has breached any of the conditions of the contract or has allowed the property to deteriorate to the point that it no longer meets the significance criteria under which it was designated. In addition, the contract shall

state that if the County cancels the contract for any of these reasons the *owner* shall pay a cancellation fee of twelve and one-half percent of the full value of the property at the time of cancellation, as determined by the County Assessor without regard to any restriction on the property imposed by the Historical Property Contract. The Planning Director, or designee, shall issue administrative guidelines for implementation of the Historical Property Contract process.

Sec. 1370-2. California Historical Building Code. The *California Historical Building Code* provides alternative building regulations for permitting repairs, *alterations*, and additions necessary for the *preservation*, *rehabilitation*, *relocation*, related construction, change of use, or continued use of a qualified historical building or structure, as defined by the Ventura County Building Code. Any qualified historical building or structure may, upon request of the applicant for a permit, be subject to the provisions of the *California Historical Building Code* if the work is required to comply with the *Secretary of the Interior's Standards*.

Sec. 1370-3. Cultural Heritage Sites Deviations. Section 8107-37 of the Ventura County Non-Coastal Zoning Ordinance establishes a mechanism whereby appropriate deviations from the regulations of that Chapter can be granted to promote the enhancement, *preservation*, *rehabilitation*, *restoration*, *reconstruction*, and maintenance of sites and structures of historical or *cultural heritage* value through the imposition of design and development standards specific to the site.

Sec. 1370-4. Boarding Houses and Bed-And-Breakfast Inns. A Boarding House and Bed-And-Breakfast Inn land use may be allowed in the Open Space and Agricultural Exclusive zoning districts if the proposed use will occur in an existing structure designated a *Cultural Heritage Site* and all other required findings can be met, as provided in Section 8107-40 of the Ventura County Non-Coastal Zoning Ordinance.

Sec. 1370-5. Interpretive Centers. An Interpretive Center land use may be allowed at designated *Cultural Heritage Sites* in certain zoning districts in compliance with Section 8107-38 of the Ventura County Non-Coastal Zoning Ordinance. The Interpretive Center land use allows for the display of materials with a direct connection to the site and is intended to give the public an opportunity to experience and understand Ventura County’s past by exploring sites, structures, and improvements that have played an important role in the cultural and social history and prehistory of Ventura County.

Sec. 1370-6. Historic Repositories. A Historic Repository land use may be allowed at designated *Cultural Heritage Sites* in certain zoning districts in compliance with Section 8107-39 of the Ventura County Non-Coastal Zoning Ordinance. The Historic Repositories land use allows for the collection and display of structures, facilities, equipment, and the like which are associated with the historic or cultural development of Ventura County.

Sec. 1370-7. Conservation Subdivisions. Section 8211-0 of the Ventura County Subdivision Ordinance authorizes the creation of parcels for conservation purposes, including for the preservation of a historically important land area or a certified historic structure, as defined in Section 8202-0 of the Ventura County Subdivision Ordinance.

Sec. 1370-8. Federal Historic Preservation Tax Certification. The National Park Service (NPS) administers the Federal Historic Preservation Tax Incentives program with the Internal Revenue Service (IRS) and in partnership with State Historic Preservation Offices. The tax incentives promote the *rehabilitation* of income-producing historic structures of every period, size, style, and type.

Sec. 1370-9. State Historic Rehabilitation Tax Credit. The State of California Office of Historic Preservation and the California Tax Credit Allocation Committee administer the State Historic Rehabilitation Tax Credit. The tax credit provides an incentive for investment in local economies and the *rehabilitation* of historic buildings that reflect the character of communities.

Sec. 1371. PROCESS FOR CERTIFICATE OF APPROPRIATENESS.

Sec. 1371-1. *Certificates of Appropriateness* shall be required for the following categories of sites only: 1. *Landmarks*; 2. *Districts*; 3. *Demolition* of *Sites of Merit*; 4. *Demolition* of *Potential Cultural Heritage Sites*; and 5. Designated *Cultural Heritage Sites* where a Planned Development Permit is being sought for the property pursuant to Section 8107-37 (Cultural Heritage Sites Deviations) of the Ventura County Zoning Ordinance. A *Certificate of Appropriateness* is an authorization issued by the *Cultural Heritage Board* or its designee in accordance with criteria in Sec. 1371-4. A *Certificate of Appropriateness* may be approved for a project as proposed, or approved with applicant modifications, or denied by the *Cultural Heritage Board.* A *Certificate of Appropriateness* shall only be required for projects affecting the exterior of a structure, site, or object, except in the case of a *Cultural Heritage Site* subject to a Mills Act contract, in which case it shall be required for any change affecting the interior *character-defining features* thereof.

Sec. 1371-2. Prior to commencement or receipt of necessary permits for maintenance, *alteration*, *restoration*, *rehabilitation*, remodeling, addition, change of use, *demolition*, subdivision, or *relocation* of potential or designated *Cultural Heritage Sites*, as set forth in Sec. 1371-1, the property *owner* shall have:

a. obtained a *Certificate of Appropriateness* from the *Cultural Heritage Board* or its designee, as the *Cultural Heritage Board* may delegate such authority, or

b. filed for a *Certificate of Appropriateness* and waited the time specified in Sec. 1371-6 without any action being taken on the request for a *Certificate*

of Appropriateness; or

c. filed for a *Certificate of Appropriateness* and the relevant time specified in Sec. 1371-8 has expired.

Sec. 1371-3. The County Resource Management Agency and other applicable County agencies shall report any application for a permit to work on a potential or designated *Cultural Heritage Site* to the *Cultural Heritage Board* and its staff as soon as the application has been received.

Sec. 1371-4. In evaluating a request for a *Certificate of Appropriateness*, the *Cultural Heritage Board* or its designee shall consider the existing architectural style, design, arrangement, texture, materials, and any other factors with regard to the site's *character-defining features*. The *Cultural Heritage Board* or its designee may consider modifications to the proposed scope of work as may be offered by the applicant during the evaluation. Using the *Secretary of the Interior's Standards* as a guide, the *Cultural Heritage Board* or its designee shall approve a *Certificate of Appropriateness* for any proposed work on the site if one of the following standards can be met:

a. The proposed work will neither reduce the significant architectural features nor reduce the character of historical, architectural, or aesthetic interest or value of the site.

b. In the case of construction of a new improvement, addition, building, or structure, or object upon the site, the use and exterior of such construction will not reduce the *integrity* of the site.

c. If the request for a *Certificate of Appropriateness* involves a non-designated site and the proposed work would not prevent the potential future designation of the site.

d. If the applicant presents facts and clear evidence, as described below, demonstrating that failure to approve the request for a *Certificate of Appropriateness* will cause a hardship because of conditions peculiar to the structure or other feature involved, or damage to the property *owner* is unreasonable in comparison to the benefit conferred to the community, the *Cultural Heritage Board* may approve the *Certificate of Appropriateness*. The *Cultural Heritage Board* is authorized to request that the applicant furnish additional information, documentation, and expert testimony, the cost of which shall be paid by the applicant, to be considered by the *Cultural Heritage Board* as it may require for its related findings. In determining whether a hardship exists, the *Cultural Heritage Board* shall consider evidence that demonstrates any of the following:

    1. Denial of the application will deprive the *owner* of the property of all reasonable use of or economic return on the property;
    2. Denial of the application will diminish the value of the subject

property so as to leave substantially no value;

3. Sale or rental of the property is impractical, when compared to the cost of holding such property for uses permitted in this zone;
4. An adaptive reuse study has been conducted and found that utilization of the property for lawful purposes is prohibited or impractical;
5. Denial of the application would damage the *owner* of the property unreasonably in comparison to the benefit conferred on the community; or
6. All means involving County-sponsored incentives have been explored to relieve possible economic disincentives.

e. In the event that issuance of a *Certificate of Appropriateness* is required by State or federal law.

Sec. 1371-5. A request for a *Certificate of Appropriateness* shall be signed by the property *owner* or their designated agent and filed with the County's Resource Management Agency for processing. The request shall include plans and specifications, and the relationship of the proposed work to the surrounding environment. The request shall be accompanied by all necessary information the *Cultural Heritage Board* needs to make an informed judgment of the proposed work according to the standards set forth in Sec. 1371-4.

Sec. 1371-6. If the *Cultural Heritage Board* or its designee, as applicable, fails to act on a request for a *Certificate of Appropriateness* within 90 days of submission of a complete *Certificate of Appropriateness* application, a *Certificate of Appropriateness* shall not be required. Upon such a failure to act, a proposed project on a potential or designated *Cultural Heritage Site* may proceed without an approved *Certificate of Appropriateness*, provided an action is not pending on the designation of the site, and all other necessary County permits have been obtained.

Sec. 1371-7. If no building, zoning, land use, or other permit is required to pursue work on a designated Ventura County *Landmark*, then whoever is responsible for the work, whether it is the tenant, resident, or property *owner*, shall apply to the *Cultural Heritage Board* staff directly for the appropriate authorization pursuant to Sec. 1371.

Sec. 1371-8. If the request for a *Certificate of Appropriateness* for a specific project proposal is denied by the *Cultural Heritage Board* or its designee, the property *owner* of a designated *Cultural Heritage Site* shall be prohibited from taking action for 180 days from the date of the disapproval. Notwithstanding the provisions of Sec. 1371-4 or any other provision of this Article, following the denial of a complete *Certificate of Appropriateness* application by the *Cultural Heritage Board* or its designee, or the *Board of Supervisors* on appeal, a *Certificate of Appropriateness* shall no longer be necessary for a permit application to proceed according to the following: (a) in the case of a designated *Cultural Heritage Site* or designated interim basis

Cultural Heritage Site, one hundred eighty (180) days beyond; and (b) in the case of an undesignated site, immediately following such denial.

Sec. 1371-9. Non-Action After Certificate of Appropriateness. If the property *owner* has not acted on the *Certificate of Appropriateness* within one year and 180 days from the date the *Cultural Heritage Board* or its designee approved such action, the *Certificate of Appropriateness* shall be void.

Sec. 1372. PROCESS FOR CERTIFICATE OF REVIEW. This section applies only to *Sites of Merit* or *Potential Cultural Heritage Sites* for which a permit application is received to construct, change, alter, modify, or remodel in a manner that affects the exterior *character-defining features* or *integrity* of the site. This section applies only to sites not requiring a *Certificate of Appropriateness* and shall not apply to permit applications for *demolition*.

Sec. 1372-1. A request for a *Certificate of Review* shall be signed by the property *owner* or their designated agent and filed with the County's Resource Management Agency for processing. The request shall include plans and specifications and shall be accompanied by all necessary information the *Cultural Heritage Board* needs to provide an evaluation of the proposed work according to Sec. 1372-2.

Sec. 1372-2. Prior to issuance of a permit, the County Resource Management Agency shall forward the application materials described in Sec. 1372-1 to the *Cultural Heritage Board* for action at its next scheduled meeting, or its designee for such minor proposals as designated by resolution of the *Cultural Heritage Board* for review and comment. For such sites and applications, the *Cultural Heritage Board*, or its designee, shall:

a. Using the *Secretary of the Interior's Standards* as a guide, review and comment upon the permit application as it relates to potential or designated *Cultural Heritage Sites*; and
b. Review the permit application, and advise the applicant and/or all public agencies concerning the effects of the proposed action(s) on potential and/or designated *Cultural Heritage Sites*.

Sec. 1373. APPEALS. An aggrieved party may appeal to the *Board of Supervisors* any of the following decisions of the *Cultural Heritage Board* (or in the case of a decision of a designee of the *Cultural Heritage Board*, such appeal shall first be heard by the *Cultural Heritage Board)* by filing an appeal application with the Planning Director within ten calendar days (or the following work day if the tenth day falls on a weekend or holiday) of such decision:

a. Designations of *Cultural Heritage Sites*;
b. Removals, modifications, or downgrades of designation of *Cultural Heritage Sites*; and
c. *Certificates of Appropriateness*.

Sec. 1373-1. The application for the appeal shall state the grounds for the appeal and any alleged decision-making error by the *Cultural Heritage Board*, or its designee. Appeals constitute a de novo hearing of the decision appealed and the *Board of Supervisors* may, following notice to the property *owner* and a public hearing, make its own determination on the matter.

Sec. 1374. ACQUISITION OF DESIGNATED CULTURAL HERITAGE SITES. If the decision is made that the historical significance of any designated *Cultural Heritage Site* justifies the expenditure of public funds, acquisition proceedings may be initiated. If the *Board of Supervisors* finds a site to be of historical significance and public funds are not available, private funds may be used for acquisition or other arrangements may be made that are satisfactory to the property *owner*.

Sec. 1375. MUNICIPAL CULTURAL HERITAGE. The *Cultural Heritage Board*, at the request of a city, may serve as the city's Cultural Heritage Board. However, the provisions of this Article, unless adopted by the City Council, shall have force and effect only in the unincorporated area of the County.

Sec. 1376. FUNDS. The *Cultural Heritage Board*, or other interested persons, may petition the *Board of Supervisors* for funds necessary to carry out the purposes of this Article. The *Board of Supervisors* may expend all reasonable amounts of money needed to carry out the purposes of this Article or to acquire fee title or such lessor ownership rights or rights of possession or negative easements as it deems necessary or expedient to carry out the purposes of this Article.

Sec. 1377. COOPERATION. The *Cultural Heritage Board* shall cooperate with all County departments and officers when requested, and shall recommend for their consideration matters covered by this Article. All Boards, Commissions, Departments, and Officers of the County shall cooperate with the *Cultural Heritage Board* in carrying out the spirit and intent of this Article and shall:

Sec. 1377-1. Notify the *Cultural Heritage Board* of the discovery of items of historical significance, such as burial grounds, prehistoric artifacts, or historical foundations;

Sec. 1377-2. Inform the *Cultural Heritage Board* of the proposed *alteration*, *demolition*, or *relocation* of potential or designated *Cultural Heritage Sites*;

Sec. 1377-3. Inform the *Cultural Heritage Board* of proposed changes of all road and geographical names; and

Sec. 1377-4. Inform the *Cultural Heritage Board* of all County records of historical significance which are to be disposed of or destroyed.

Sec. 1378. EXPENSES. The necessary and reasonable expenses to the operation of the *Cultural Heritage Board*, as set forth in Sec. 1365, shall be the responsibility of the County.

Sec. 1379. VIOLATIONS AND ENFORCEMENT. Violations of the provisions of this Article 5 are misdemeanor/ infractions under Sections 13 and 13.1 of the Ventura County Ordinance Code. Violations of the provisions of this Article 5 are also hereby enforceable and subject to civil penalties under the procedures set forth in Article 14 of Chapter 1 of Division 8 of the Ventura County Ordinance Code commencing at Section 8114 et seq. Violations are enforceable by the Planning Director or Code Compliance Director of the Ventura County Resource Management Agency.

Section 2. Severability. This Article's provisions are severable. If any portion of this Article or its application to any person or circumstance is held invalid or unconstitutional, that decision does not affect the validity of the Article's remaining portions and the Article's application to other persons and circumstances. The Board of Supervisors declares that it would have passed the remainder of this Article without the invalid or unconstitutional provision.

Section 3. This Ordinance shall be effective and operative 30 days following its final passage.

Passed and adopted this 26 day of July 2022, by the following vote:

AYES: Supervisors LaVere, Parks, Long, Huber + Ramirez

NOES: none

ABSENT: none

ATTEST:

Carmen Ramirez
CHAIR, BOARD OF SUPERVISORS

SEVET JOHNSON
Interim Clerk of the Board of Supervisors
County of Ventura, State of California

By: Lore Key
Deputy Clerk of the Board

Schuster Court Landmark Designation and Mills Act Request
PZ# 25-680-01 & 25-681-02

Daniel Houck, Associate Planner
Community Development Department

City Council
December 16, 2025

CITY OF OXNARD CALIFORNIA

Project Request

- The project consists of two applications:
  - Landmark Designation
  - Mills Act Contract

Project Request - Landmark Designation

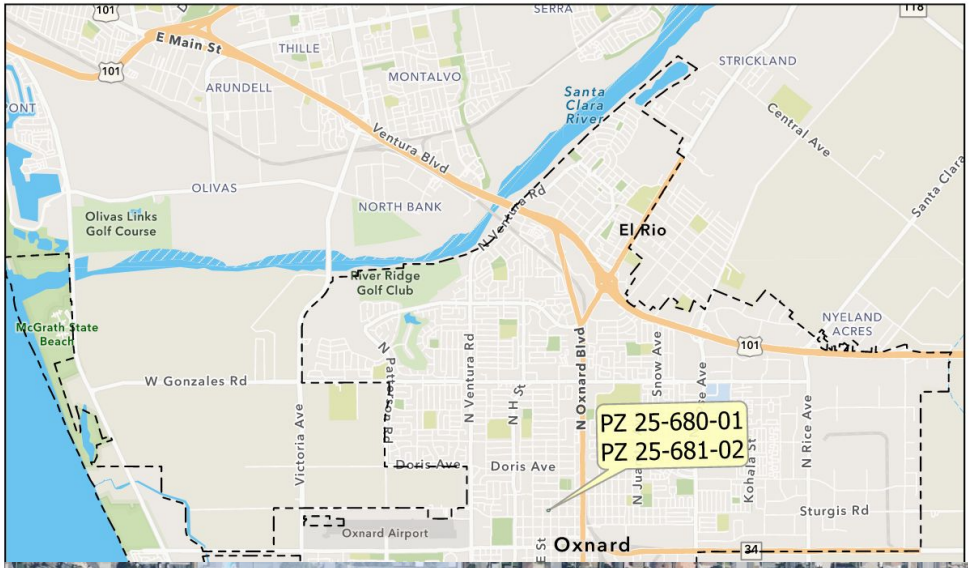
- Landmark Designation
  - Gives the property designation as a Ventura County Historical Landmark.
  - Eligibility criteria, procedures, and findings result from City Council Resolution 10,135, which also establishes the CHB as County of Ventura Cultural Heritage Board and adopts their ordinance as our CUltural Heritage Ordinance.
  - Must meet one or more of 4 criteria and development must maintain sufficient historical integrity.

Project Request - Mills Act Contract

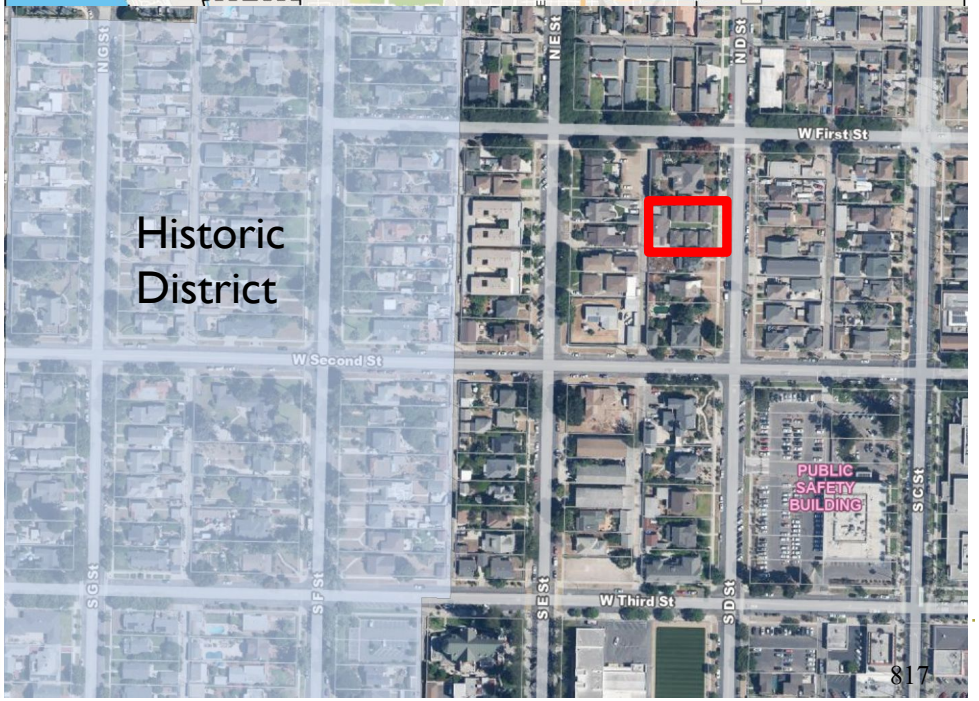
- Mills Act Contract
  - From State Government Code 50280 - allows a City to adopt an ordinance and engage in contracts with property owners.
  - Contract provides property tax savings to property owner to maintain/revitalize historic buildings.
    - Includes a list of rehabilitation work items to be completed yearly for 10 years.
  - City authorized Mills Act Contracts through Resolution 13,215.

Project Location

- 119-127 South D Street
- Not in Historic District, therefore the Mills Act requires the Landmark Designation.







Background

- Albert E. Schuster purchased the lot with a single family home and developed the site further into a multi-family development in 1941.
- Today there are 7 detached buildings organized around a courtyard, consisting of 6 detached units and on the west end of the courtyard 3 attached units and all garages.
- Historically significant architecture
  - Post-war WWII, multi-family, courtyard style.
- Development still maintains much of the original construction both interior and exterior, as well as has a number of defining characteristics.

Character-Defining Features

Exterior:

- The property consists of a 9-unit courtyard layout, with six identical units arranged around a central garden walkway featuring open spaces. A larger triplex building—comprising one- and two-story sections—is located at the western edge of the property.
- Roof shapes and eaves. Each of the six units has a medium-pitched hipped roof with intersecting medium-pitched gables. The larger one- and two-story triplex building is covered with a combination of medium-pitched hipped and shed roofs.
- Concrete walkways, curbs, stoops and steps.
- Garden grass area between sidewalks and foundation planting areas.
- Window and door configurations and designs. The windows originally featured one-over-one sashes with a single horizontal muntin dividing the lights. The original window sash configuration can be seen at unit 127B. The main entry doors of the six units feature six recessed panels while those on the triplex building feature vertical panels and a center light.
- Drapery patterns under eaves.
- Octagonal-shaped porch lights.
- Mail slots at each unit's entry.
- Address number panels at each unit's porch.

Interior:

- All nine units retain original built-in cabinetry.
- All units contain built-in glass door cabinets at the end of the kitchen cabinetry, facing the dining room.
- All units except #123-A feature hallway telephone niches.
- All units include an original mud/laundry room, integrated into the layout.
- Unit #123-A contains a decorative fireplace and a large bay window, believed to serve as the living room of the original relocated home.
- Unit #123 includes original hardwood flooring.
- Unit #123 features a single bowl drainboard farmhouse sink, original to the home's construction.
- Unit #123-B showcases dining room built-ins with scalloped trim and mirrored backs.

Site Photos



Street elevation, viewed from southeast. [5-15-2024]



Rear of units 123 and 123A and garages, viewed from northwest on alley. [5-15-2024]



Unit 127A, viewed from northeast. [5-15-2024]

Landmark Consideration

- Property meets multiple eligibility criteria from County Cultural Heritage Ordinance.
  - The property is over 50 years old
  - Historic architectural design
    - Post-war multi-family, courtyard style
- Property is therefore, eligible and qualifies as a potential local Landmark, as it is a historic development with historic integrity.
- 2 similar courtyard developments in proximity to the Henry T. Oxnard Historic District are already designated as local landmarks.

Mills Act Consideration

- Mills Act would reduce property taxes in exchange for revitalizing/maintaining historic developments.
- The property is not currently eligible for a Mills Act as it must be designated as a landmark, hence the concurrent application must be approved to allow the Mills Act Contract to proceed.
- If allowed to proceed, the property would qualify as it is historically significant due to its architecture. The development also has historic integrity.
- The 2 landmark courtyard developments both have Mills Act Contracts with the City.
- The contract is for 10 years and auto renews every year after unless non-renewed is filed by owner or City, or City cancels.
- The contract includes a 10-year rehabilitation list of work items to be completed yearly.

10 Year Plan

Year	Proposed Project*	Estimated Cost
Year 1	Rehabilitation of all existing original wood-framed windows and window frames, including entry doors and thresholds, with restoration techniques preserving historical integrity (all units).	$5,400
Year 2	Installation of new historically accurate windows on 7 out of 9 apartments, matching the original in all dimensions, materials, and details.	$60,000-$100,000
Year 3	Installation of new historically accurate windows on remaining units to match original design characteristics.	$60,000-$100,000
Year 4	Replacement of wooden fence along the left side of the property with high-quality, historically appropriate materials.	$5,400
Year 5	Refurbishment of all address plates and replacement of electrical components to ensure proper functionality while maintaining historic appearance.	$14,650
Year 6	Removal of all non-original black railings and installation of historically appropriate railings at each set of stairs and entries.	$8,000-$15,000
Year 7	Installation of a landmark plaque at the property, designed and fabricated in accordance with historical preservation standards.	$1,130
Year 8	Repair of all original closet sliding doors to restore functionality (all units); replacement of missing cabinet glass panel at unit #123-B with historically accurate glass.	$3,204 Price Varies
Year 9	Refinishing of 18 original cast iron tub and farmhouse cast iron sinks using preservation-grade techniques to restore original condition.	$9,790 Price Varies
Year 10	Replacement of non-original tiles around fireplace with historically appropriate tile, replicating original patterns and materials (unit #123-A). Rehab original kitchen cabinets as needed.	$1,300 - $4,100

Staff Recommendations

That the City Council:

1. Conduct a Public Hearing; and

2. Find the project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15331 (Historical Resource Restoration/Rehabilitation); and

3. Adopt a resolution upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as Schuster Court, located at 119-127 South D Street, as Ventura County Historical Landmark No. 184; and

4. Approve and authorize the Mayor to execute a Mills Act contract (Agreement No. A-8605) with Southern California 2022 Properties LLC (Property Owner) to maintain and preserve a historic property located at 119-127 South D Street (Landmark No. 184) for the benefit of reduction in property taxes.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.3

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Accessory Dwelling Unit Ordinance and Zone Text Amendment.

RECOMMENDATION

That the City Council:

1. Conduct a Public Hearing;
2. Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (General Rule);
3. Approve the first reading by title only and waive further reading of the proposed ordinance titled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-465 ACCESSORY DWELLING UNITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030; and
4. Approve the first reading by title only and waive further reading of the proposed ordinance titled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-20 THROUGH 16-24 AND DEVELOPMENT DESIGN REVIEW PERMIT §16-525 TO STREAMLINE DEVELOPMENT OF SINGLE-FAMILY DWELLING UNITS AND CONSOLIDATE PERMIT PROCEDURES FOR RESIDENTIAL ZONES TO OXNARD CITY CODE ARTICLE VII. PERMIT PROCEDURES. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030; and
5. Approve the first reading by title only and waive further reading of the proposed ordinance titled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-10 DEFINITIONS, § 16-622 SCHEDULE OF OFF-STREET PARKING REQUIREMENTS, AND §16-560 THROUGH 16-561.1 MODIFICATIONS TO SPECIAL USE PERMITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

Please click on the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/e3UXk4o9qaY

BACKGROUND

Since January 2017, Oxnard has been subject to state laws establishing the Accessory Dwelling Unit (ADU) as an allowed "by right" use, which generally applies to residentially-zoned parcels with at least one existing "primary" dwelling unit. Since 2017, the State Legislature has adopted numerous additional bills providing further clarification or expanding upon ADU laws in California. The City of Oxnard has processed a series of Zone Text Amendments ("Amendments") in 2016, 2019, 2020, and 2023 to facilitate construction of ADU's consistent with state law. As a result of these changes, permitting activity for ADUs has significantly increased due to a streamlined process, reduced fees and parking requirements, allowing Junior ADU's (JADU) and ADUs on a residential parcel/lot and converting existing permitted space (e.g., in a garage or detached accessory structure) into an ADU (Attachment 1 - Planning Commission

Staff Report, ADU statistics from the last three years are included in Table 1).

Earlier this year, on May 12, 2025, the City was contacted by the California Department of Housing and Community Development (HCD), who requested that the City either update its current ordinance to comply with state law or repeal its ordinances, which by default would make the City subject to the base requirements of state law. As a result, City staff has been working to update the City's ordinance per the request of HCD.

The proposed Zone Text Amendment (ZTA) updates the Oxnard City Code (OCC) to comply with current Accessory Dwelling Unit (ADU) state laws, including those signed into law this year. In addition to the ADU language updates, the proposed ordinances include other minor revisions to other zoning code sections for internal consistency, clarification, and clean-up. These generally include modifying the Residential Zones by consolidating repetitive permit requirements section and referencing the Permit Procedures Section, changing the Development Design Review (DDR) Permit requirement for a new single-family residence and manufactured single-family in the land use matrix to a permitted use, and clarification of the permit modification procedures.

The subject ordinances were reviewed and recommended by the Planning Commission at their November 6, 2025 meeting for Council approval, with 5-0 vote (with one commissioner absent). Staff introduced two changes to the ADU Ordinance at their meeting, and the Planning Commission added one additional modification, all which were recommended to City Council for approval.

ANALYSIS

The proposed ordinances will be incorporated into the OCC, Chapter 16 (Zoning Code) to bring the OCC into compliance with state law, the City's adopted 2021-2029 Housing Element, update other sections to streamline, and to reevaluate evolving zoning interpretations. This section discusses changes made to the existing OCC. The proposed ordinances indicate legislative revisions to the existing code with strike through and underline.

The draft ordinances for each proposed ZTA are appended and are summarized below.

Accessory Dwelling Units (Attachment 2)

ADUs are infill housing options that provide dwelling units on lots developed with a single-family or multifamily structure(s). The State of California over the last decade has passed significant legislative actions to allow ADUs with generally less restrictions than the local regulations with the intent to increase housing production and housing types. To bring the ADU ordinance up to date, the following bills will be incorporated and are discussed in Attachment 1: SB 477, AB 2533, SB 1211, AB 130, SB 543, and AB 1154. Among the more recent changes, the state prohibited local agencies from imposing any objective standards on ADUs and JADUs that are created pursuant to Government Code section 66323 (OCC Section 16-465.5). This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.) not specifically listed in Government Code section 66323. Outside of these ADUs and JADUs the City may impose objective standards relating to design and development standards (e.g., parking, height, setback, landscape, maximum size of a unit).

The definitions, numbering, language, and format of the ordinance will be updated in the OCC accordingly. Lastly, there are three changes that were recommended by the Planning Commission at the November 6, 2025, hearing, all of which are supported by staff and have been incorporated into the draft ordinance.

Planning Commission Recommendations

The following is a review of the three changes, two which were introduced by staff and one that the Planning Commission requested. In the Planning Commission's action, all three changes were recommended to the City Council for approval by the Planning Commission at their hearing on November 6, 2025. Each of the recommended changes discussed below have been incorporated into the draft ordinances.

1. Removal of Size Limit for ADUs, on Multifamily Parcels

   As originally drafted Code Section 16-465.5(D)(3) imposed a size limit of 800 square feet on detached ADUs on multifamily parcels according to Government Code Section 66323. A public comment letter from Housing Defense Fund, submitted November 6, 2025 (Attachment 3) provided comments, which staff considered and ultimately agreed with. At the meeting on November 6, 2025, staff recommended the removal of this requirement from the proposed ordinance.

2. Removal of Requirement for Permanent Foundation

As originally drafted Code Section 16-465.6(D)(1)(b) required manufactured homes being used as ADUs to have a permanent foundation. Similarly, at the meeting on November 6, 2025, staff recommended the removal of this requirement from the proposed ordinance. All new ADUs would remain subject to applicable California Building Code regulations.

3. Modification of Historical Preservation Design Standards

As proposed the draft ordinance includes objective standards for ADUs proposed on state historic register-designated parcels that do not meet the requirements of California Government Code Section 66323. In response to a public comment letter, the Planning Commission recommended that staff review the standard and revise them to be more clearly objective. In response to the Planning Commission recommendation staff has revised the design standards to remove language such as consistent and compatible. The underline and strikethrough items are the proposed changes from the version presented to the Planning Commission.

Proposed OCC Section 16-465.7(G)

Historic Resources. Detached ADUs on any real property listed in the California Register of Historic Resources must meet design standards meant to prevent adverse impacts on any real property listed in the California Register of Historical Resources. Where this section uses the term "consistent", that shall mean to be compatible and similar to that of the resource but not precisely the same for the purpose of complying with the Secretary of Interior's Standards for the Treatment of Historic Properties. Standards shall include, without limitation, the following provisions:

(1) Architecture. ~~The ADU shall be consistent with the primary residence by including features of the architectural style of the primary residence. Architectural details shall be simplified rather than ornate to differentiate the ADU.~~ The ADU shall match the primary residence architectural style. Two or more architectural details such as, but not limited to, materials, window style, trimming, and/or decorative pendants/brackets shall be incorporated into the ADU with a simplified version. An example of a simplified version would be composite windows as an acceptable alternative to wood if they simulate the texture, appearance, and finish of a wood window.

~~(2) Materials. Materials shall have minor variations to differentiate them from the primary residence. Any materials that are not consistent with the primary residence must be consistent in look.~~

(3) Color. The ADU shall match the color(s) of the existing primary residence.

(4) Roof. Roof style and pitch shall match the primary residence.

~~(5) Demolition. Demolition of any structures, partial or whole, shall require review by the Cultural Heritage Board for compliance with the Secretary of the Interior's standards.~~

(6) Location. Newly constructed attached or detached ADUs shall be located behind the primary residence as viewed from the primary front lot line; however shall not preclude an ADU of 800 square feet or less with 4-foot side and rear setbacks in compliance with Section 16-465.5 (Government Code Section 66323).

~~(a) If 50% or more of the primary dwelling is located at the rear 1/3 of a property and there is no other location on the property in which an 800 sf ADU could be added, a detached ADU is allowed in front of the dwelling. In such cases, the ADU shall not be attached to the front/primary facade of the primary dwelling.~~

~~(b) ADUs in front of the primary dwelling must not be in front of the main entrance or block visibility of more than 50% of the primary façade from the public right-of-way.~~

~~(c) Attached ADUs will require review by the Cultural Heritage Board for compliance with the Secretary of the Interior's standards.~~

~~(d) JADUs will require review by the Cultural Heritage Board for compliance with the Secretary of the Interior's standards, if the exterior of the primary residence is being altered.~~

As currently proposed, staff believes the standards are objective, and therefore in compliance with state law.

Streamline Single-Family Dwelling Unit Permit Requirements (Attachment 3)

Currently, new single-family dwellings first have to receive a Development Design Review (DDR) entitlement through a process in the Planning Division. As part of the ongoing effort to update the zoning code (Chapter 16) and streamline

housing opportunities, staff proposes to allow residential development "by-right", allowing applicants to bypass the Planning Division review of a DDR and instead submit directly to the Building and Engineering Division for permits. To effectuate this proposed amendment, the Residential Land Use Matrix in Section 16-22 would amend the designation from "DDR" to "Permitted (P)" for single-family dwellings, including for manufactured housing, in all residential zones (Attachment 1 - Table 2). New homes still remain subject to all applicable development standards.This aligns with the state and city's goal of streamlining the development process to increase housing productivity.

Definitions, Parking, and Permit Modifications (Attachments 3 and 4)
The other proposed OCC Chapter 16 amendments update procedures and reduce confusion and conflicts. The proposed changes below are minor in nature and stay consistent with the 2030 General Plan.

Definitions (Attachment 4)
The definitions in OCC Section 16-10 are amended to assist in zoning determinations and for clarification purposes. Some definitions have been updated along with a few new definitions and figures, mostly around lot configuration and yards.

Residential Zones
The OCC Section 16-20 through 16-24 - Residential Zones contains outdated and repetitive language. The proposed amendments consolidate this language. These sections can be viewed in Attachment 3. Further discussion of the amendments can be viewed in Attachment 1 - Planning Commission Staff Report and proposed changes are in Attachment 3.

Parking Table Modification
The parking requirements for ADUs will be relocated from Section 16-622 - Off Street Parking and relocated to Section 16-465.9 in the ADU division. This modification to the table in Section 16-622 only applies to the residential ADU off-street parking requirement. The other parking requirements, standards, uses, and ratios remain as is, which are shown in the attached ordinance.

Modifications to Planning Permits
Currently the code indicates that projects which have received a Special Use Permit (SUP) are eligible for minor and major modifications to that SUP pursuant to OCC Chapter 16 Article VII Division 4 Sections 16-560-16-561.1. This is inconsistent with the long standing internal procedure to allow for modifications to other permit types beyond SUPs like Development Design Review Permits, Site Plan Review Permits, and Planned Development Permits. The proposed amendment demonstrates consistency with planning staff procedures that allow minor and major modifications to all planning permits. The proposed amendment modifies the in OCC Chapter 16 Article VII Division 4 to read as *Modifications to Planning Permits.*

For more details on each of the proposed ordinance changes please see Attachment 1 - Planning Commission Staff Report.

GENERAL PLAN CONSISTENCY
The proposed ZTA calls for updates to address state law and internal inconsistencies. These proposed changes support several goals and policies included in the 2030 General Plan. Specifically, it will implement the code amendments identified in the City's Land Use Element and 2021-2029 Housing Element, working to streamline development and encourage the development of ADUs. Analysis of the project's compliance with some of the directly applicable policies can be found in Attachment 1.

ENVIRONMENTAL REVIEW
Pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, also known as the "general rule" or "common sense exemption," activities that will not result in direct or reasonably foreseeable indirect physical change in the environment and 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 proposed ZTA are regulatory actions that are necessary to bring the OCC into compliance with state housing laws and the City's 2021-2029 Housing Element that was adopted in 2022. The proposed amendments to the OCC do not include or approve any physical development, add new residential sites or units, or increase density for housing.

Therefore, staff has determined that there is no possibility that the project will have a significant effect on the environment. A Notice of Exemption will be filed upon City Council approval of the ZTA.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There are no financial impacts associated with the proposed Zone Text Amendments.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Planning Commission, therefore this item did not originate in Committee.

At the Planning Commission public hearing on November 6, 2025, the Commission asked a series of questions as a result of the staff report and presentation which were answered by staff at the hearing. One public comment letter from the California Housing Defense Fund (CalHDF) was submitted on November 6, 2025 and there were no public speakers at the hearing. The comments in the letter provided interpretation of ADU state law with proposed modification to the language of the ADU ordinance. At the hearing, staff recommended the Planning Commission incorporate two of those changes proposed in the comment letter. Further, the Commission discussed the public comment letter section on objective standards for ADUs and designated historic structures and included a recommendation to staff to revise the proposed standards to be more objective design standards for ADUs on properties containing historic structures. Based on the 5-0 vote (with one commissioner absent) with added recommendations, the ADU Ordinance in Attachment 2 has been updated to incorporate those recommendations. The November 6, 2025 meeting can be viewed online at https://www.youtube.com/watch?v=h0HuL8-GP8o. The Measure M Presentation for the Planning Commission meeting may be viewed at the following link: https://youtu.be/5OP_Em3DvZU.

Prepared by: Jamie Peltier, Planning Supervisor

ATTACHMENTS

1. Planning Commission Staff Report- November 6, 2025 (no attachments)
2. City Council Ordinance- Accessory Dwelling Units
3. City Council Ordinance- Residential Zones and Development Design Review Permit
4. City Council Ordinance- Definitions, Modifications to Special Use Permits and Parking Requirements
5. Current Accessory Dwelling Unit Ordinance
6. Planning Commission Public Comment Letter
7. CEQA Notice of Exemption
8. Staff Presentation

CITY OF OXNARD CALIFORNIA

PLANNING COMMISSION

STAFF REPORT

TO: Planning Commission

FROM: Jamie Peltier, Planning Supervisor

DATE: November 6, 2025

SUBJECT: **Planning & Zoning Permit No. 25-580-02 (Zone Text Amendment) Relating to Accessory Dwelling Units and Other Minor Zoning Text Amendments**

1) **Recommendation:** That the Planning Commission ("Commission"):

   a) Review and provide comments on the proposed amendments to Chapter 16 of the Oxnard City Code (OCC); and

   b) Recommend the City Council find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (General Rule); and

   c) Adopt Resolution 2025-XX recommending that the City Council adopt the zone text amendment (ZTA) ordinances (PZ No. 25-580-02), subject to certain findings.

2) **Project Description and Applicant:** The project includes amendments to the City's zoning code (Chapter 16) related to accessory dwelling units (ADU) that reflect compliance with changes to California State ADU law, along with other minor zoning code updates to the definitions and process procedures to streamline single-family residential development. Filed by the City of Oxnard Community Development Department, Planning and Environmental Services Division - 214 South C Street, Oxnard, CA 93030.

3) **Background Information:**

   The proposed ZTA updates the OCC to comply with current state laws, and also includes minor revisions for internal consistency, clarification on requirements, and other amendments related to current zoning practices and interpretations. Because the ZTA are required to comply with state law or involve inconsequential revisions, they are considered minor in nature. The following is a list of the proposed code revisions:

   a) Zoning Code Amendments:
      i) Update OCC Chapter 16, Article V, Division 13 – Accessory Dwelling Units with

new section numbering, consolidation of standards, and to reflect new State laws;

ii) Update OCC Chapter 16, Article II - Definitions with definitions related to ADU law and other minor definition modifications along with new figures and images,

iii) Update OCC Chapter 16, Article X, Division 2 - Parking Space and Loading Requirements table of uses and off-street parking ratios to relocate the parking standards for ADUs to Division 13 - ADUs.

iv) Streamline provisions of the residential permit procedures in OCC Chapter 16, Article III, Division 2 – Residential Zones by removing repetitive permit requirements sections and changing the Development Design Review (DDR) Permit for a new single-family residence and new manufactured single-family home in the land use matrix to a permitted use;

v) Update OCC Chapter 16, Article VII, Division 2 – Development Design Review Permit to reflect proposed changes to exempt single-family residential development from a DDR Permit.

vi) Update OCC Chapter 16, Article VII, Division 4 –Modifications to Special Use Permits to be consistent with staff's procedural application, which allows for the modification of any existing planning entitlement, not only to a Special Use Permit (SUP).

4) **Environmental Determination:** Pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, also known as the "general rule" or "common sense exemption," activities that will not result in direct or reasonably foreseeable indirect physical change in the environment and 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 is limited to updating the existing sections of the Oxnard City Code and will not directly result in any physical development or authorize new uses.

5) **Analysis:** The proposed ordinances will be incorporated into the OCC, Chapter 16 (Zoning Code) to bring the OCC into compliance with state law, the City's adopted 2021-2022 Housing Element, update other sections to streamline, and to reevaluate evolving zoning interpretations. This section discusses changes made to the existing OCC. The proposed ordinances indicate legislative revisions to the existing code with strikethrough and underline.

Proposed Zoning Code Amendments

The draft ordinances for each proposed ZTA are appended and are summarized below.

a) **Accessory Dwelling Units (Attachment 1a)**
ADUs are infill housing options that provide dwelling units on lots developed with a single-family or multi-family structure. The State of California over the last decade has passed significant legislative actions to allow ADUs with generally less restrictions than the local regulations with the intent to increase housing production. The state continues to amend ADU laws to adjust to different needs of the state, refine regulations, and close the loopholes. The consistent reforms reduce barriers to build ADUs and create additional housing opportunities within residential zones.

The City established an ADU Ordinance in 2016 and has since been modified in 2017, 2019, 2020, and 2023. This proposed update will bring the City's ADU ordinance up to date by addressing the changes to state law in 2024 and 2025, and the newest legislation for 2026. The City fully revised the ADU ordinance in 2020 to comply with ADU state laws to allow ADUs ministerially and establish the different types of ADUs. Subsequently, in 2023, a minor ADU ordinance amendment was adopted which updated the regulations related to parking and impact fees. After several years of state law updates, and the City modifying its existing ADU ordinance with those changes, this proposed ADU ordinance is a complete overhaul to better mimic the format and language of the ADU Government Code (Sections 66310-66342). This proposed ordinance repeals the previous ADU ordinance and replaces it in its entirety. Updating the zoning code to comply with state law achieves an ongoing task within Program 6 of the 2021-2029 Housing Element (Zoning Code Amendments for recently adopted state laws).

With each update, development standards imposed by the state have reduced local purview to further streamline the review process and timelines. For the City of Oxnard, ADU development has significantly increased in every legislative update since 2016 providing a range of housing opportunities and addressing the housing shortage. ADUs are processed ministerially (i.e. without a separate planning permit or process) only requiring a building permit application through the Building and Engineering Division. In Table 1 below are ADU statistics from the last three years displaying an influx of applications and construction.

Table 1: Oxnard ADU Development

YEAR	BUILDING PERMIT APPLICATIONS RECEIVED	BUILDING PERMITS ISSUED	FINAL INSPECTIONS/CofO
2023	167	191	73
2024	347	251	134
2025*	271	188	138

**Data through September 2025*

To bring the ADU ordinance up to date, the following bills will be incorporated and are discussed further below: SB 477, AB 2533, SB 1211, SB 543, and AB 1154. All ADU Government Code Sections (66310-66342) and recent amendments can be found in Attachment 3. The definitions, numbering, language, and format of the ordinance will be updated in the OCC accordingly.

SB 477

On March 25, 2024, SB 477 went into effect and made changes to the numbering format of the Government Code Sections for ADUs and JADUs. Any existing regulations in the OCC will be updated to reflect the new Government Code sections shown as Cal. Gov't. Code Sections 66310-663342.

AB 2533

AB 2533 was introduced in 2024 and went into effect January 1, 2025 to address ADUs constructed without permits. This bill prohibits a local agency from denying an ADU or JADU permit because it was constructed and unpermitted before January 1, 2020 unless the City can make the finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure. These new regulations would prohibit the City from penalizing a property owner or applicant for having an unpermitted ADU and require an approval of the permits to correct any noncompliance with health and safety standards.

SB 1211

Effective January 1, 2025, SB 1211 made changes to the parking requirements and number of ADUs allowed on lots with existing or proposed multi-family structures. Existing ADU regulations prohibit the City from requiring off-street parking spaces to be replaced when a garage, carport or covered parking structure is demolished in conjunction with the construction of, or conversion to, an ADU. SB 1211 amends this prohibition to now also prohibit a city from requiring replacement parking when an uncovered parking space is demolished for or replaced with an ADU.

In addition to the parking, ADU standards on multi-family properties have been updated. The law required the City to ministerially approve ADU permit applications for ADUs within portions of existing multi-family structures not used as livable space; however, livable space was not defined. In this update, a definition of livable space was established, as follows: "Livable space means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation." SB 1211 increased the number of detached ADUs up to eight (8) on lots with existing multi-family structures. The previous law allowed on lots with existing or proposed multi-family structures up to two (2) detached ADUs. The change differentiated between eight (8) new detached units on a lot with an *existing* multi-family structure and a lot with a *proposed* multi-family structure remaining at two (2) detached ADUs.

AB 1154

In October 2025, AB 1154 was signed into legislation impacting Junior Accessory Dwelling Units. JADUs are separate living units under 500 square feet and constructed entirely within the existing single-family dwelling structure to create a new dwelling unit on the single-family property. Previously state law required the property owner to occupy

either the main dwelling unit or the JADU. With AB 1154, that owner occupancy would be removed if the JADU does not share a sanitation (bathroom) facility with the main dwelling unit. Additionally, adding language that the rental of JADU be more than 30 days.

This legislation effective January 1, 2026 amends Government Code Section 66333 relating to JADUs and owner occupancy requirements and rental terms. This bill revises the existing language as follows:

> Section 66333(b) - ~~Require~~ *If the junior accessory dwelling unit has shared sanitation facilities with the existing structure, require* owner-occupancy in the single family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the *junior accessory dwelling unit has separate sanitation facilities, or if the* owner is another governmental agency, land trust, or housing organization."
>
> *Section 66333(g) - (g) Require that a rental of a junior accessory dwelling unit be for a term longer than 30 days.*

SB 543

In addition to AB 1154, SB 543 was signed into law and effective January 1, 2026. The ongoing intent of ADU law is to provide more housing options at an easier and faster rate. The new law sets a 15 business day period for the city to review the permit application for an ADU or JADU, clarifies size, safety, and density standards, and provides parameters for a local agency to submit an adopted ordinance to the Department of Housing and Community Development within 60 days after adoption.

Currently, state law specifies that the city is required to either approve or deny a complete application within 60 days of receiving a completed application. SB 543 includes further timelines that each of the reviews to reach a complete application within the 60 days must be no later than 15 days after the application was submitted. Every subsequent building permit revision is subject to the 15 day review period by all reviewers including but not limited to the Planning Division, Fire Department, and Building and Engineering Division.

The clarification item in SB 543 relating to size modifies the state law to specify that the ADUs and JADUs should be calculated using interior livable space square footage only. This is applied to the maximum size identified and when determining impact fees.

SB 543 also renumbered several sections of the Government Code, which will be reflected in the proposed ordinance. The existing California Government Codes relating to ADUs and the amendments from SB 543 and AB 1154 are found in Attachment 3.

ADU Ordinance Format

As proposed, the text format of the ADU ordinance has significantly changed from the existing structure in Chapter 16. The previous ordinance (Attachment 2) established the different ADUs as Types (e.g. Type 1 is a detached ADU, Type 2A is a conversion, etc.) This classification has been removed and simplified to reflect the ADU types as defined in state law. The section numbering and naming conventions of each section will be modified for consistency with the language used in state law and for ease of use. This format will replace in its entirety the existing OCC ADU Division.

ADU Definitions

Updates are proposed to definitions relating to ADU State law and the off-street parking standards in the parking matrix. Below are definitions that currently exist but have been modified by state law, and new definitions.

Definitions related to ADU State Law:

- Updated definitions: ADU, JADU, habitable, space, and tandem parking.
- New definitions: Covenants, Conditions, and Restrictions (CC&Rs), high quality transit corridor, livable space, living area, major transit stop, manufactured home, passageway, and public transit.

The proposed ordinance reflects these changes in OCC Section 16-10 - Definitions, Article V, Division 13, and Sections 16-465 - 16-465.13 - Accessory Dwelling Units..

b) **Streamline Single-Family Dwelling Unit Permit Requirements (Attachment 1b)**

As part of the ongoing effort to update the zoning code (Chapter 16) and streamline housing opportunities, this proposed amendment includes simplification of code sections related to the single-family residential use permit requirements by eliminating the discretionary review of single-family dwelling units. This amendment proposes to consolidate the residential land use matrix and permit procedures sections of the OCC for consistency, ease of use, and streamlining.

Currently, the zoning code stipulates that all new development must obtain a Development Design Review Permit (DDR) unless a Special Use Permit or other planning permit is required. The proposed amendment updates the Residential Land Use Matrix in Section 16-22 to change this designation from “DDR” to “Permitted (P),” removing the DDR requirement for single-family dwellings, including for manufactured housing, in all residential zones (Table 2). Table 2 shown is only showing the Single-Family land use and the entirety of the Land Use Matrix can be found in the draft ordinance (Attachment 1b).

Table 2: Proposed Land Use Matrix (portion of matrix)

Residential Land Use Matrix						
Key: Blank: Not Allowed X: Prohibited Use P: Permitted Use SPR: Site Plan Review SUP: Special Use Permit DDR: Development Design Review Permit						
Land Use	***Zone District***					
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***	***Notes***
Single-family dwelling conventionally built and of a permanent character. (Separate servants' quarters may be established in connection with single-family dwellings of 9 rooms or larger, exclusive of bathrooms, when such dwellings are located on lots of not less than 10,000 sq. ft.). Development Design Review Permit not required.	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P		
Manufactured housing consisting of single-family dwellings constructed by modular manufactured methods or mobile homes certified under the National Mobile Homes Construction and Safety Standards Act of 1974, provided such homes are of a permanent character secured to a permanent foundation	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P	SUP	

Under the existing process, constructing a new single-family dwelling requires submission of a planning application for a DDR. This involves a review period by the Planning Division and other city departments, a Community Workshop for public input, and a public hearing conducted by the Community Development Director as the review authority, followed by an appeal period. Once approved and after the appeal period ends, the project moves to the Building and Engineering Division for building permit plan check.

By removing the DDR requirement, new single-family dwellings, including manufactured single-family homes, would be submitted directly to the Building and Engineering Division for permits streamlining the process. This change would align the review process for new single-family dwellings with that of additions to single-family dwellings and ADUs/JADUs, which are reviewed ministerially through the building permit process. Changing the process for allowing a single-family dwelling by-right without an

entitlement does not impact the review of the development because single-family dwellings must still comply with zoning code development standards, including setbacks, yard space, and height requirements regardless of the discretionary or ministerial process. Single-family dwellings should be reviewed with objective standards the same way as other housing developments that the state has required under certain laws, such as ADUs. These objective standards already exist in the Residential Development Standards Section 16-23 and 16-24 of the OCC and would already limit the subjective discretion.

Streamlining housing such as single-family dwellings regardless of construction type, and streamlining ADUs/JADUs offers a more predictable review process saving the property owner and applicant time and costs. There would be greater certainty that the project will be reviewed in a timely manner because a separate planning permit and public hearing process would not be required. Like ADUs, increasing housing supply for single-family dwelling units is a goal of the state and the City, therefore, removing the barrier of a separate planning process and public hearing for single-family dwelling units aligns with meeting that goal.

The language in the residential land use matrix removes references to requiring a DDR for all new construction and directs the reader to the permit procedures section of the OCC. Section 16-525 proposes language exempting single-family dwelling units both conventionally built or a manufactured home from a DDR.

c) Definitions, Parking, and Permit Modifications (Attachment 1c)

The Zoning Code in OCC Chapter 16 contains zoning requirements, development standards, and procedures from 1964 with other updates over the years to reflect changes based on state law, specific amendments for development projects, and general plan updates. The zoning code amendments are intended to reflect procedural changes that align with streamlining the development process, reduce confusion, fix ongoing issues, and increase ease of use. The proposed changes below are minor in nature and stay consistent with the 2030 General Plan and general procedures by City staff.

<u>Definitions</u>

The definitions in OCC Section 16-10 apply to any section within the zoning code. This section includes entirely new definitions, modifications to existing definitions, renaming, changes to assist in zoning determinations, and for clarification purposes. In addition to the definitions, new figures with images related to lot types and lot lines are proposed to supplement the written definitions, as follows:

Definitions related to lot configuration:

- Updated definitions: corner lot, frontage, front lot line, front yard, interior lot, interior yard space, key lot, lot, lot depth, rear lot line, rear yard, required yard, reverse corner lot, side yard, through lot, and yard.
- New definitions and figures: lot area (gross, net), lot (flag), and Figure 1: rear lot lines and Figure 2: lot types.

Miscellaneous Definitions:

- Updated definitions: accessory building, accessory structure, accessory use, detached, family, garage, patio, patio cover, and main building
- New definitions: carport, floor area (gross and net), planning manager, and structure.
- Deleted definitions: babysitting and frontage

Residential Zones (Attachment 1b)

The OCC Section 16-20 Residential Zones contains outdated and repetitive language proposed for consolidation and consistency. The following sections have been amended:

- Section 16-20 - Remove references to second dwelling units for consistency.
- Section 16-21 - Remove repetitive language of individual permit types and refer to Permit Procedures in Article VII.
- Section 16-22 - Land use matrix amendments: Remove babysitting use, remove high-density apartments (refer to multiple family residential), correct typo from traditional to transitional, change manufactured single-family dwelling from DDR to permitted, and changes to single-family home DDR requirement (see section above).
- Section 16-24 - Remove an architectural standard related to colors matching adjacent single family structures to reduce subjectivity on residential development and replace with objective standards. In addition, remove discretionary permit references in the R-1 zone.

ADU Parking Changes

The parking requirements for ADUs are currently located in the parking table in OCC Sec. 16-622. Those parking standards will be struck out in Sec. 16-622 and relocated to the ADU division in OCC Sec. 16-465.9. The parking standards will reflect the precise requirements of ADU State law and the table will direct the user to the ADU section of the OCC. This modification to the table in Sec. 16-622 only applies to the residential ADU off-street parking requirement and the other parking requirements, standards, uses, and ratios remain as is.

Modifications to Planning Permits

Projects that received a discretionary permit are eligible for minor and major modifications to those entitlements pursuant to OCC Chapter 16 Article VII Division 4 Sections 16-560-16-561.1 - Modifications to Special Use Permits. This division indicates

modifications are only processed for special use permits, however, that is inconsistent with the long standing internal policy procedure to allow for modifications to other permit types beyond special use permits. The amendment opens the minor and major modification process to other permits like Development Design Review Permits, Site Plan Review Permits, and Planned Development Permits. This change demonstrates consistency with how planning staff processes modification permits. The proposed change modifies the language from Special Use Permits to *Planning Permit*s in the zoning code. OCC Chapter 16 Article VII Division 4 would be amended to read as *Modifications to Planning Permits*.

This proposed zone text amendment does not change the process for a modification to a permit, rather establishes certainty for city staff and the development community that there is a process in place to modify any planning permit, not just special use permits.

6) **General Plan Consistency:** The proposed ZTA calls for updates to address state law and internal inconsistencies demonstrating the project meets several goals and policies included in the 2030 General Plan, and it will implement the code amendments identified in the City's 2021-2029 Housing Element. The project is determined to be consistent with the General Plan 2030 because all aspects of the project will further the objectives and policies of the General Plan.

The following three consistency classification levels are required for consistency evaluation under the 2030 General Plan Goals and Policies, Chapter 9, Section 9.2 "Consistency Procedure":

I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).

II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).

III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	GENERAL PLAN POLICY OR TITLE	EXPLANATION
	I	Housing Variety. Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.	The ZTA promotes development of ADUs, a housing type, and affordability levels throughout the City.
	I	Compact Development. Promote the use of development patterns that are more compactly built and use space	The ZTA promotes development of ADUs, which encourage more compact building patterns.

POLICY	LEVEL	GENERAL PLAN POLICY OR TITLE	EXPLANATION
		in an efficient aesthetic manner as part of the community vision.	
	I	Zoning and General Plan Consistency. Amend the zoning code, zoning map, Coastal Land Use Program, and other land use regulations to make them consistent with the adopted and/or subsequently amended 2030 General Plan.	The ZTA amends zoning regulations to ensure consistency with the Adopted Amended 2021-2029 Housing Element and to comply with State laws.
	I	Design Review Process. In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans and guidelines.	Pursuant to Housing Element Program 6, the ZTA updates the OCC to codify the existing process and noticing procedures for Minor Modifications.
	I	Flexibility in Regulation Implementation. Continue to research and amend the zoning code and related regulations in order to allow development to adequately respond to market conditions.	The ZTA amends the zoning code to streamline ordinance provisions, clarify permitting requirements and simplify code requirements.
	I	Encourage Accessory Dwelling Units. Allow and encourage development of accessory dwelling units while protecting the character of the surrounding neighborhoods.	Pursuant to Housing Element Programs 6 and 27, the ZTA updates the OCC for consistency with State law.
	I	Processing. Provide for streamlined, timely, and coordinated processing of affordable residential development projects to minimize land acquisition, holding costs, and/or upfront project development costs.	The ZTA codifies streamlining the process for single-family dwelling unit development without a DDR, and Minor Modifications to all planning permits to provide greater certainty and transparency for the development community, thereby reducing a barrier to development.

7) **Community Outreach:** A notice for the Planning Commission's public hearing considering changes to the OCC was posted in the Ventura County Vida newspaper.

8) **Next Steps:** The Planning Commission's action on this matter is advisory to the City Council. The Planning Commission's recommendation will be forwarded to the City Council for consideration.

Attachments:

1. Planning Commission Resolution for Zoning Code Text Amendments (PZ 23-580-03)
    a. Draft City Council Ordinance - OCC Section 16-465: Accessory Dwelling Units
    b. Draft City Council Ordinance - OCC Sections 16-20 through 16-24: Residential Zones and OCC Sections 16-525: Development Design Review Permit
    c. Draft City Council Ordinance - OCC Section 16-10: Definitions, OCC Sections 16-560 through 16-561.1: Modifications to Special Use Permits and OCC Section 16-622: Schedule Of Vehicle Off-Street Parking Requirements
2. Current ADU OCC Sections 16-465 through 16-469.6
3. ADU Government Code Sections and Amendments
4. Notice of Exemption
5. Staff Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-465 ACCESSORY DWELLING UNITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 25-580-02, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC). The amendment is to update the Accessory Dwelling Unit (ADU) OCC Sections 16-465-16-465.13 to comply with current State law (Government Code Sections 66310-66342) that repeals and replaces in its entirety the current ADU Ordinance in the zoning code, which changes the format and content of the ADU Ordinance, specifically, demonstrating consistency with state laws Senate (SB) 477, Assembly (AB) 2533, SB 1211, SB 543, and AB 1154; and

WHEREAS, on October 25, 2022 the State of California Department of Housing and Community Development (HCD) certified the City of Oxnard 2021-2029 Housing Element. Programs 6, 9, 22, 27 and 32 of the 2021-2029 Housing Element require the City update Chapter 16 of the Oxnard City Code (OCC) by 2023 to comply with state laws on ADUs; and other ordinance modifications to streamline, clarify and simplify permitting requirements to comply with State regulatory requirements and laws; and

WHEREAS, the California State Legislature approved, and the Governor signed into law, amendments to the state ADU law including SB 477 effective March 25, 2024, AB 2533 effective January 1, 2025, SB 1211 effective January 1, 2025, SB 130 effective July 1, 2025, and SB 543 and AB 1154 effective January 1, 2026, and for the City of Oxnard ADU Ordinance to remain valid, it shall be amended to reflect state law; and

WHEREAS, on November 6, 2025 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement Zoning Text Amendments (ZTA) and adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 25-580-02 (Zone Text Amendment); and

WHEREAS, on December 16, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 25-580-02 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and general welfare by complying with State law and encouraging the orderly development of small accessory structures and/or buildings on residential lots and providing

residents with accurate standards to accommodate ADUs. 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 would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this 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.

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 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 Zone Text Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and is in the best interests and welfare of the City and its residents.

SECTION 4. Oxnard City Code Chapter 16, Article V, Division 13 entitled "Accessory Dwelling Units" is hereby repealed and readopted to read as provided in Exhibit A.

SECTION 5. In accordance with Government Code Section 66326 and Section 66333.5, the Community Development Department is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

SECTION 6. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the

fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

SECTION 7. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

SECTION 8. Accessory Dwelling Unit applications that are submitted on or before the effective date of this ordinance shall remain valid.

SECTION 9. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the 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. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA because the project is limited to updating the existing sections of the Oxnard City Code and will not directly result in any physical development or authorize new uses. Therefore, CEQA does not apply to this action.

SECTION 10. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy 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 11. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including 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 December 16, 2025, and finally adopted on _____, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this 16th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Exhibit A

CHAPTER 16: ZONING CODE
ARTICLE V. SPECIFIC USE REQUIREMENTS
DIVISION 13 ACCESSORY DWELLING UNITS

Sec. 16-465. Purpose.
Sec. 16-465.1. Types Of Accessory Dwelling Units.
Sec. 16-465.2. Permitting Process.
Sec. 16-465.3.Permitted Zones.
Sec. 16-465.4. Number Of Accessory Dwelling Units.
Sec. 16-465.5. Standards For Accessory Dwelling Units Permitted Pursuant To California Government Code Section 66323.
Sec. 16-465.6. General Accessory Dwelling Units And Junior Accessory Dwelling Units Requirements.
Sec. 16-465.7. Accessory Dwelling Unit Development Standards.
Sec. 16-465.8. Accessory Dwelling Unit Design Standards.
Sec. 16-465.9. Accessory Dwelling Unit Parking Standards.
Sec. 16-465.10. Junior Accessory Dwelling Unit Development Standards.
Sec. 16-465.11. Utility Standards.
Sec. 16-465.12. Occupancy, Sale, And Rental Of Property.
Sec. 16-465.13. Conflicting Provisions.

DIVISION 13. ACCESSORY DWELLING UNITS

SEC. 16-465. PURPOSE.

(A) This Division 13 establishes reasonable regulations for the development of accessory dwelling units (ADU) and junior accessory dwelling units (JADU) as a type of affordable infill housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.

(B) The purpose of this Division 13 is to meet the requirements set forth in Cal. Govt Code, Section 66310 et seq. (known as the California ADU Law). If any provision of this Division 13 conflicts with State law, the minimum requirements of State law shall control.

SEC. 16-465.1. TYPES OF ACCESSORY DWELLING UNITS.

For the purposes of this Division 13, the following types of ADU shall have the meanings respectively ascribed to them by this section:

(A) “Accessory dwelling unit” (ADU; also known as "second unit," "granny flat," "in-law suite," "tiny home" and/or "cottage") are small residential units on a permanent foundation located within, attached to, or detached and adjacent to the primary single-family unit or multifamily structure, and can provide an important source of affordable housing. An ADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU also includes the following:

(1) An efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code.

(2) A manufactured home, as defined in Section 18007 of the California Health and Safety Code.

(B) “ADU permitted pursuant to California Government Code Section 66323” (also known as “66323 Units,” “state mandated ADUs” or “state exempt ADUs”) are one of the four delineated types of ADUs (and JADUs) that must be permitted ministerially and are subject to reduced standards outlined under California Government Code Section 66323. See Section 16-465.5

(C) “Attached ADU” is an ADU attached by at least one common wall or ceiling/floor to a primary dwelling unit, and is not fully contained with the primary dwelling unit. The attached ADU includes new construction and conversion of an existing attached accessory building or structure. “Detached ADU” is an ADU that does not share a common wall with the primary dwelling unit. The detached ADU includes new construction and conversion of an existing detached accessory building or structure and can be attached to a detached accessory structure.

(D) “Junior accessory dwelling unit; JADU” means a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

SEC. 16-465.2. PERMITTING PROCESS.

A building permit shall be required prior to construction or creation of an ADU or JADU.

(A) Consistency With Development Standards.

(1) For ADUs or JADUs meeting the requirements of California Government Code Section 66323, Section 16-465.5 of this division will apply. For ADUs not meeting the requirements of California Government Code Section 66323, all other standards of this division are applicable. Any application for an ADU or JADU that complies with this division will be approved ministerially without discretionary review or a public hearing is required.

(2) A permit application shall receive written notice of determination to be complete or incomplete no later than 15 business days after the application is received. If the application is determined to be incomplete, the applicant shall be provided a list of incomplete items and a description to address. In the review of the incomplete application, no additional incomplete items shall be included that were not provided in the initial list. Each review of an application shall be 15 business days, otherwise the application or resubmitted application shall be deemed to be complete.

(3) If a single-family or multifamily dwelling exists on the parcel upon which an ADU or JADU is proposed, the city will approve or deny an application to create an ADU or JADU within 60 days from the date the city receives a completed application. Notwithstanding the above, the director shall ministerially approve or deny within 30 days the application for a detached ADU that utilizes an ADU plan that has been preapproved by the City Building Official. If the applicant requests a delay in writing, the 30-day or 60-day time period will be tolled for the period of the delay.

(a) The city has approved or denied the application within time period if it:

i. Approves the permit for the ADU or JADU; or

ii. Provides the applicant a full set of comments in writing with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(b) An application deemed incomplete or denied shall be provided a process to appeal that decision in writing pursuant to Government Code Sections 66317 and 66335.

(4) A Homeowner's Association (HOA) may not influence the City's ministerial approval of an ADU or JADU (California Government Code Section 66317(c)). Additionally, covenants, conditions, and restrictions (CC&Rs) shall not prohibit or unreasonably restrict the construction or use of an ADU or JADU on lots zoned to permit single-family residential uses.

(5) If the ADU application is submitted with a permit application to create a new single-family or multifamily dwelling on the parcel, the city may delay approving or denying the ADU application until the city approves or denies the permit application for the new single-family or multifamily dwelling.

(B) When Dependent on Separate Construction. When a proposed ADU is dependent on the construction of a new single-family or multifamily dwelling on the same lot which is not a part of the ADU ("separate construction"), the city will either:

(1) Review and approve or deny the ADU application only after approving or denying an application for the proposed separate construction; or

(2) Review and approve or deny the ADU application concurrently with the separate construction application, upon written request from the applicant. In this case, the ADU is subject to ministerial review, but both the approval and occupancy of the ADU shall be contingent upon the approval and occupancy for the separate construction. In the case of a denial, the city will inform the applicant in writing and articulate the changes to the proposed ADU application that are necessary to comply with this chapter.

(C) Variance from Standards. Should a variance from any requirement of this chapter be requested, review of the application by the planning commission will be required pursuant to Sections 16-565 to 16-569 of this code.

(D) Unpermitted ADU or Unpermitted JADU. Applications to permit a previously unpermitted ADU or JADU constructed before January 1, 2020 will be processed pursuant to California Government Code Section 66311.7.

(E) Historic district or historic landmark designation. For an ADU or JADU on or within the California State designated historic district or parcel is subject to the standards set forth in Section 16-465.6.

(F) Concurrent Application. An ADU or JADU may be proposed and constructed concurrently with construction of an addition to the primary dwelling unit that, by and of itself, meets applicable zoning district development standards for the primary dwelling unit and its addition.

(G) A nonrefundable fee in the amount set by city council resolution shall be paid upon the filing of an application for an ADU or JADU. Applications may incur additional fees imposed pursuant to this code or other applicable regulations.

(H) ADU applications submitted on or before the adoption date of this ordinance shall remain permitted.

SEC 16-465.3. PERMITTED ZONES.

ADUs are permitted:

(A) In any district where single-family or multifamily dwellings are listed as a permitted use and includes a proposed or existing dwelling.

(B) ADUs are permitted in any other specific plan use designation zones on legal lots that are developed in a manner equivalent to a zone designation where single-family or multifamily dwellings are permitted.

SEC. 16-465.4. NUMBER OF ADU.

The following number of ADUs may be developed on a legal lot zoned to allow for residential uses. The categories of ADUs listed below for each type of parcel may be combined based on site and lot conditions.

(A) Single-Family Lot.

(1) One internal or attached ADU and one JADU, is permitted per parcel within a proposed or existing single-family dwelling or an existing attached accessory structure; and

(2) One detached, new construction or conversion of an existing detached structure, ADU is permitted for a parcel with a proposed or existing single-family dwelling. The detached ADU may be combined with a JADU as provided in subsection (A)(1) above.

(B) Multifamily Lot.

1. At least one internal ADU is permitted within an existing multifamily dwelling structure up to a maximum of twenty-five percent of the existing number of multifamily units within the portions of an existing multifamily dwelling structure that are not used as livable space, such as a storage room, boiler room or garage; and
2. On a lot with an existing multifamily dwelling, not more than eight detached ADUs. However, the number of detached ADUs shall not exceed the number of existing units on the lot.
3. Not more than two detached ADUs may be located on a parcel that has a proposed multifamily dwelling.

SEC. 16-465.5 STANDARDS FOR ADU PERMITTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66323.

Notwithstanding all other provisions of this chapter, the city shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any combination of the following ADU units pursuant to California Government Code section 66323:

(A) One ADU and one JADU per lot with a proposed or existing single-family dwelling if all of the following apply:

1. The ADU or JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. If an expansion of an accessory structure beyond one hundred fifty (150) square feet is proposed, the ADU shall be subject to and comply with all development standards applicable to a new ADU in Sec. 16-465.7.
2. The space has exterior access from the proposed or existing single-family dwelling.
3. The side and rear setbacks are sufficient for fire and safety.
4. The JADU complies with the requirements of Article 3 (commencing with Section 66333) of Chapter 13 of Division 1 of Title 7 of the California Government Code, which are provided below in Section 16-465.10.

(B) One detached, new construction, ADU that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The following conditions apply to an ADU proposed pursuant to this paragraph (B):

1. A total gross floor area of not more than 800 square feet of livable space.

2. A maximum height as provided in subparagraph (A), (B), or (C) of paragraph (4) of subdivision (b) of California Government Code section 66321, as follows:
    a. A detached ADU may not exceed 16 feet in height, as measured from finished grade, on a lot with an existing or proposed single family or multi-family dwelling unit.
    b. A detached ADU may not exceed 18 feet in height as measured from finished grade on a lot with an existing or proposed single family or multi-family dwelling unit that is within a half-mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the California Public Resources Code. Additionally, within a half-mile walking distance of a major transit stop or a high-quality transit corridor an additional two feet in height shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
    c. A detached ADU may not exceed 18 feet in height as measured from finished grade for a detached ADU on a lot with an existing or proposed multi-family, multi-story dwelling.

(C) Multiple ADUs within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. The city shall allow at least one ADU within an existing multifamily dwelling and shall allow up to twenty-five percent of the existing multifamily dwelling units.

(D) Multiple ADUs, not to exceed the number specified below, as applicable, that are located on a lot that has an existing or proposed multifamily dwelling, but are detached from that multifamily dwelling.

(1) Height limited to subparagraph (A), (B), or (C) of paragraph (4) of subdivision (b) of California Government Code Section 66321, also identified above in Sec.16-465.5(B)(2), as applicable.

(2) Rear yard and side setbacks of no more than four feet.

(3) On a lot with an existing multifamily dwelling, not more than eight detached ADUs. However, the number of ADUs allowable pursuant to this clause shall not exceed the number of existing units on the lot.

(4) On a lot with a proposed multifamily dwelling, not more than two detached ADUs.

(5) If the existing multifamily dwelling has a rear or side setback of less than four feet, the city shall not require any modification of the existing multifamily dwelling as a condition of approving the application to construct an ADU that satisfies the requirements of this section.

(E) The city shall not impose any objective development or design standard that is not authorized by this section upon any ADU or JADU that meets the requirements of this section.

(F) The installation of fire sprinklers shall not be required in an ADU of JADU if sprinklers are not required for the primary residence. The construction of an ADU or JADU shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.

(G) The rental of any ADU or JADU created pursuant to this section must be for a term longer than thirty days.

(H) ADU and JADU construction shall comply with building code and health and safety requirements for dwellings.

SEC. 16-465.6 GENERAL ADU AND JADU REQUIREMENTS.

The following requirements apply to all ADUs and JADUs:

(A) Building and Other Related Codes. Any unit must comply with all applicable building, health and fire codes, except that an ADU or JADU is not required to provide fire sprinklers if sprinklers are not required for the primary dwelling. Additionally, the construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in an existing multifamily dwelling.

(B) Entrances. An attached or internal ADU must have a separate entrance to the ADU, which may also be served by a common entrance with the primary dwelling unit.

(C) Passageways and Patio Covers. No ADU will be required to provide a new passageway from the ADU to the street. No covered passageway, breezeway, or other type of covered structure that is not fully enclosed and/or conditioned space shall be allowed to connect the primary dwelling unit to a detached ADU. A patio cover attached to an ADU or JADU may be approved that complies with the applicable zone development standards and the square footage shall not be included in the total area for the ADU or JADU.

(D) Manufactured Homes and Prefabricated Homes.

(1) A manufactured home is allowed as an ADU provided that it meets the following requirements:
  (a) Meets the definition of ADU in Sec. 16-465.1;
  (b) Is designed for use as a single-family dwelling with or without a foundation when connected to the required utilities; and
  (c) Includes plumbing, heating, air conditioning, and electrical systems within the home.

(2) A prefabricated or modular home is allowed as an ADU.

(E) Other Buildings and Structures. Any other building or structure constructed on the lot concurrent with or subsequent to the construction of an ADU under this chapter must comply with all applicable development standards of the zoning code.

(F) Replacing or Converting Existing Structures.

(1) If an existing living area or a detached structure is demolished and replaced with an ADU, an ADU may be constructed in the same location and to the same dimensions as the demolished structure. JADUs shall be limited to conversion of existing or proposed single-family residence including attached garages.
(2) If any portion of an existing structure crosses a property line, the structure may not be converted to or replaced with an ADU.

(H) The local agency shall not deny an application for a permit to create an ADU due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

SEC. 16-465.7 ADU DEVELOPMENT STANDARDS.

The following development standards apply to ADUs not meeting the requirements of California Government Code Section 66323:

(A) Maximum Size.

(1) The maximum size of a new attached ADU may not exceed 1,200 square feet or 50% of the total floor area, including attached accessory buildings or structure, of the primary single-family unit, whichever is less, determined by gross floor area of living space; however, shall not preclude an ADU of 800 square feet or less of interior livable space with 4-foot side and rear setbacks.

(2) The maximum size of a detached ADU determined by gross floor area of living space is as follows:

a. 850 square feet of interior livable space, if one bedroom or less;

b. 1,200 square feet of interior livable space, if more than one bedroom.

(B) Minimum Size.

(1) The minimum size of an ADU must be no less than the minimum size necessary for the creation of an efficiency unit consistent with the meaning of Cal. Health & Safety Code Section 17958.1.

(C) Maximum Height.

(1) The maximum height for attached and detached shall not exceed two stories and 25 feet.
(2) Existing legal structures converted into an ADU may maintain the height.

(D) Setbacks.

(1) The front yard setback is the same as the underlying zone.
(2) The minimum of 4 feet for rear and side yard setbacks.

(E) Interior Yard Space.

(1) Same as the underlying zone. Standards shall not prohibit an ADU of 800 square feet or less of interior livable floor area and has 4-foot side and rear yard setbacks, provided the ADU complies with all other applicable standards of this chapter.

(F) Additions to Historic Structures. A building addition to a designated historic resource or potential historic resource, as defined in Chapter 16.42 (Historic Preservation), for an attached ADU shall be inset or separated by a connector that is offset eighteen inches or more from the parallel side or rear building wall to distinguish it from the historic structure.

(G) Historic Resources. Detached ADUs on any real property listed in the California Register of Historic Resources must meet design standards meant to prevent adverse impacts on any real property listed in the California Register of Historical Resources. Where this section uses the term "consistent", that shall mean to be compatible and similar to that of the resource but not precisely the same for the purpose of complying with the Secretary of Interior's Standards for the Treatment of Historic Properties. Standards shall include, without limitation, the following provisions:

(1) Architecture. The ADU shall match the primary residence architectural style. Two or more architectural details such as, but not limited to, materials, window style, trimming, and/or decorative pendants/brackets shall be incorporated into the ADU with a simplified version. An example of a simplified version would be composite windows as an acceptable alternative to wood if they simulate the texture, appearance, and finish of a wood window.
(2) Color. The ADU shall match the color(s) of the existing primary residence.
(3) Roof. Roof style and pitch shall match the primary residence.
(4) Location. Newly constructed attached or detached ADUs shall be located behind the primary residence as viewed from the primary front lot line; however shall not preclude an ADU of 800 square feet or less with 4-foot side and rear setbacks in compliance with Section 16-465.5 (Government Code Section 66323).

SEC. 16-465.8 ADU DESIGN STANDARDS.

Design of an attached or detached ADU will be ministerially reviewed under the following objective standards not meeting the requirements of California Government Code Section 66323:

(A) The roof shall be sloped if the primary structure contains a sloped roof.
(B) The roof shall consist of one of the following: wood shingle, wood shake, synthetic, composite shingle, ceramic tile, concrete tile, standing seam metal or copper roofing, except reflective surfaces shall not be permitted

(C) Exterior siding shall be made of nonreflective and nonmetallic materials such as wood, stucco, ceramic tile, brick, stone, or other masonry materials, or any combination of these materials.

SEC. 16-465.9 ADU PARKING STANDARDS.

The following parking standards apply to ADUs not meeting the requirements of California Government Code Section 66323:

(A) Number. The parking requirement for an attached or detached ADU is one open or enclosed parking space per unit. No additional parking, or reconfiguration of existing parking on the lot, is required for an internal ADU.

(B) Location. Required parking spaces may be provided as tandem parking on a driveway. Off-street parking is permitted in setback areas in locations determined by the city or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(C) Exemptions. No parking is required for an ADU in any of the following instances:

1. The ADU is located within one-half mile walking distance of public transit.
2. The ADU is located within an architecturally and historically significant historic district.
3. The ADU is part of the proposed or existing primary residence.
4. The ADU is a conversion of an existing permitted accessory structure.
5. When there is a car share vehicle located within one block of the ADU.
6. When on-street parking permits are required but not offered to the occupant of the ADU.
7. When a permit application for an ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other exemption criteria listed in this section.

(D) Replacement of Existing Parking. When a garage, carport, covered parking structure, or uncovered off-street parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, replacement parking stalls are not required.

SEC. 16-465.10 JADU DEVELOPMENT STANDARDS.

(A) Number. One JADU is permitted per residential lot zoned for single-family dwelling units with an existing or proposed single-family dwelling.

(B) Size. A JADU may have a maximum size of 500 square feet of living area and must be contained entirely within an existing or proposed single-family dwelling. For purposes of this section, enclosed uses within the residence, such as attached garages, are considered a part of the proposed or existing single-family residence.

(C) Entrance. A JADU must include a separate entrance from the main entrance to the primary residence.

(D) Kitchen. A JADU must include an efficiency kitchen that includes the following:

(1) A cooking facility with appliances (which must include, at minimum, a sink and a refrigerator); and,

(2) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

(E) Parking. No additional parking is required for a JADU.

(F) Sanitation. A JADU may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the JADU must share sanitation facilities with the single-family dwelling unit and must have direct access to the residence from the interior of the JADU.

(G) State Law. The JADU must comply with the requirements of Article 3 (commencing with Section 66333) of Chapter 13 of Division 1 of Title 7 of the California Government Code.

SEC. 16-465.11 UTILITY STANDARDS.

(A) All ADUs and JADUs must be connected to public utilities, including water, electric, and sewer services and all such connections are subject to state law and the requirements of the serving utility provider.

(B) The city may require the installation of a new or separate water utility connection between the ADU and the utility, in accordance with Oxnard City Code, except as described in B(1) below. The connection fee or capacity charge must be proportionate to the burden of the proposed ADU based on either its square feet or the number of drainage fixture unit values as defined in the Uniform Plumbing Code.

(1) Notwithstanding, Government Code Section 6611.5, subdivision (d) states that for a unit created subject to Section 66323, subdivision (a)(1) a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the ADU or JADU and the utility or impose a related connection fee or capacity charge, unless the ADU or JADU was constructed with a new single-family dwelling, or upon separate conveyance of the ADU pursuant to Section 66342.

(C) Existing water and wastewater service laterals and/or lines and/or meters may be required to upgrade to a capacity that includes the ADU.

(D) ADUs shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

(E) New utility connection or payment of impact fees shall not be required for an ADU of less than 750 square feet of interior livable space or a JADU that has 500 square feet of interior livable space or less. For ADUs that include a 150 square-foot exterior expansion, the 150 square feet count towards the 750 square-foot interior livable space limit. For example, a 700 square-foot interior conversion ADU with a 150 square-foot exterior expansion for ingress and egress would count as an 850 square-foot ADU for the purpose of calculating fees.

(F) Any impact fees charged for an ADU that has more than 750 square feet of interior livable space shall be charged proportionately in relation to the square footage of the primary dwelling unit. “Proportionately” means an amount in relation to a total amount of the impact fee for the primary dwelling. For example, a 2,000 square-foot primary dwelling with a proposed 1,000 square-foot ADU may result in 50 percent of the impact fee that is charged for a new primary dwelling on the same site. Impact fees for an ADU that has more than 750 square feet of interior livable space on a lot with a multifamily dwelling shall be charged at the adopted multi-family rate appropriate for the construction type.

(G) For purposes of this division, City of Oxnard water or sewer connection fees or capacity charges are not included as impact fees.

SEC. 16-465.12 OCCUPANCY, SALE, AND RENTAL OF PROPERTY.

(A) Occupancy.

(1) ADU - the primary residence or the ADU is not required to be occupied by the property owner.
(2) JADU - owner-occupancy is required for a single family residence with a JADU if the JADU has shared sanitation facilities with the existing structure. The owner may reside in either the remaining portion of the structure or the newly created JADU. Owner-occupancy is not required if the JADU has separate sanitation facilities, or if the owner is a governmental agency, land trust, or housing organization.

(B) Sale of ADU.

(1) ADU - The ADU may be sold or offered for sale or conveyance separately from the primary dwelling unit, pursuant to requirements under California Government Code Section 66341, or as the separate conveyance of the primary dwelling unit and ADU or units as condominiums pursuant to the requirements under California Government Code Section 66342.
(2) JADU - The JADU shall not be sold or offered for sale or conveyance separately from the primary dwelling.

(C) Rental of ADUs.

(1) The ADU and/or the primary dwelling unit may be rented.

(2) For residences with a JADU subject to the owner occupancy requirement of Section 16-465.12(A)(2), the JADU or the primary dwelling unit may be rented, with the owner residing in either the primary unit or the JADU.
(3) Rental terms for ADUs and JADUs shall be longer than 30 days.

(D) JADU Recorded agreement - Unless otherwise changed by State law or exempted in Sec. 16-465.12(A)(2), before building permit issuance for a JADU, an agreement affecting real property shall be recorded against the property that imposes specific restrictions on the property including the following:

(1) Prohibition on the sale of the JADU separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future owners;
(2) Occupancy of the property by the owner of the property;
(3) Restriction on the size and attributes of the JADU that conforms to California Government Code Section 66333.
(4) The language of the agreement affecting real property shall be approved by the City of Oxnard prior to its recordation.
(5) This section and the owner-occupancy requirement does not apply for units with separate independent sanitation facilities or if the owner is a governmental agency, land trust, or housing organization.

SEC. 16-465.13 CONFLICTING PROVISIONS.

Except as expressly provided in this division, to the extent that any provisions of this code conflict with any provisions of this division, the provisions of this division will control. To the extent any provisions of this division conflict with state law, the mandatory requirements of state law will control, but only to the extent legally required.

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-20 THROUGH 16-24 AND DEVELOPMENT DESIGN REVIEW PERMIT §16-525 TO STREAMLINE DEVELOPMENT OF SINGLE-FAMILY DWELLING UNITS AND CONSOLIDATE PERMIT PROCEDURES FOR RESIDENTIAL ZONES TO OXNARD CITY CODE ARTICLE VII. PERMIT PROCEDURES. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 25-580-02, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC); and

WHEREAS, the proposed amendment will update the Residential ZoneDevelopment Design Review (DDR) permit procedures in OCC Section 16-525 to amend the zoning code to remove the DDR requirement for single-family dwelling units only requiring a building permit to provide a streamlined process for the development community, thereby reducing a barrier to development. The changes to the existing procedures are proposed in the residential land use matrix in OCC Section 16-22 and 16-525; and

WHEREAS, on November 6, 2025 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement the adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 25-580-02 (Zone Text Amendment); and

WHEREAS, on December 16, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 25-580-02 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed ZTA is in the public interest and general welfare by streamlining single-family dwelling unit development to remove barriers. 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 would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this 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.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Section 1. Oxnard City Code Chapter 16, Article III, Division 2, Residential Zones Section 16-20 through 16-24 are amended to read as follows **(Only underlined portions are to be added and strikethrough portions deleted)**:

"**SEC. 16-20. PURPOSE.**

The following are descriptions of the purpose and intent of each one of the residential zoning districts in the city. All permitted and conditionally permitted uses shall be consistent with the purpose and intent of the respective zone.

(A) R-1 (Single Family Zone). The purpose of the R-1 zone is to provide a district for low density, single-family dwellings~~,~~ and selected related uses by ~~special use~~ planning permit~~s, and second dwelling units subject to certain conditions~~. This zone district also allows for manufactured homes on permanent foundations, and farm worker housing serving six or fewer persons pursuant to statutory requirements.

(B) R-2 (Multi-Family Zone). The purpose of the R-2 zone is to provide a district of low-density, multi-family dwellings, as well as emergency shelters for families, and supportive housing pursuant to statutory requirements that maintain a residential character suitable for locations abutting single-family dwellings.

(C) R-3 (Garden Apartment Zone). The purpose of the R-3 zone is to provide a district of moderate-density, multiple-family dwellings, as well as emergency shelters for families, transitional housing, and supportive housing pursuant to statutory requirements, suitable for locations abutting commercial centers and in other locations where moderate density is warranted.

(D) R-4 (High Rise Zone). The purpose of the R-4 zone is to provide a district for high-density, multi-family dwellings, emergency shelters for families, transitional housing, and supportive housing pursuant to statutory requirements, and other uses suitable for location within the city core and in other selected areas.

(E) MH-PD (Mobile Home Planned Development Zone). The purpose of the ~~R-4~~ MH-PD zone is to provide a district for the development of mobile home parks and to permit mobile

home use for single-family, farm worker housing, small, licensed residential care facilities, as well as supportive housing pursuant to statutory requirements.

(`64 Code, Sec. 34-36) (Ord. No. 893, 1019, 2026, 3037)

SEC. 16-21. PERMIT REQUIREMENTS FOR RESIDENTIAL USES.

The required permit for a respective residential land use is indicated in Section 16-22, residential land use matrix. The permit requirements are as provided ~~for in this chapter and as further provided for below~~ in Chapter 16 Article VII - Permit Procedures.

~~(A) Zoning clearance. Permitted uses are subject to the requirement for approval of a zone clearance in accordance with this chapter. The permit application requirements and process for a zoning clearance are set forth in Article VII, Division 1 of this chapter.~~

~~(B) Site plan review (SPR) permit. A SPR permit may be used for developments where the State has mandated that the city's approval must be ministerial. The permit application requirements and process for SPR permit are set forth in Article VII, Division 1A of this chapter.~~

~~(C) Development design review (DDR) permit. The permit application requirements and process for DDR permit are set forth in Article VII, Division 2 of this chapter.~~

~~(1) A DDR permit is required for all new construction unless a special use permit, site plan review or other zoning permit is required under this chapter. A DDR permit is also required for the review and approval of a use which requires administrative review to ensure compliance with the provisions of this chapter and other regulatory requirements.~~

~~(2) For the review of uses proposed to be located in existing structures, the Director may determine the level of information and plans required.~~

~~(D) Special use permit (SUP). The permit application requirements and process for a special use permit are set forth in Article VII, Division 3 of this chapter.~~

~~(E) Minor modifications. Where a planning permit such as a special use permit, planned development permit, development design review permit or site plan review has been previously approved, the Director may elect to modify that existing permit in lieu of requiring the application and approval of a new special use or development design review permit for a proposed physical modification or use clearance, provided such physical modification is within the parameters for minor modifications provided for in this chapter or by administrative policy. The requirements and process for modifications to a special use permit are set forth in Article VII, Division 4 of this chapter. Modifications to a site plan review permit are set forth in Article VII, Division 1A of this chapter. Modifications to a development design review permit are processed in the same manner as the original development design review permit as set forth in Article VII, Division 2.~~

(~~F~~A) Specific plan permit requirements. For development in areas within a designated specific plan, the specific plan will identify the processing requirements for uses. Where the specific plan is silent on a use or process, or where State law allows for a use (e.g., accessory dwelling units), the following table identifies the permit processing requirements.

(Ord. No. 3037)

SEC. 16-22. RESIDENTIAL LAND USES BY ZONE: RESIDENTIAL LAND USE MATRIX.

The allowable land uses in the residential zoning districts are identified in the following table.

Residential Land Use Matrix						
Key: Blank: Not Allowed X: Prohibited Use P: Permitted Use SPR: Site Plan Review SUP: Special Use Permit DDR: Development Design Review Permit						
Land Use	***Zone District***					
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***	***Notes***
Accessory buildings, including other uses customarily incidental to the permitted residential use	P	P	P	P		See Sections 16-300 and 16-301
Accessory dwelling units	P	P	P	P	P	Refer to Article V, Division 13
Accessory uses normally incidental to mobile home parks					P	
Adult day care facilities serving no more than 6 adults	P	P	P	P	P	
Adult day care facilities serving 7 to 15 adults		SUP	SUP	SUP		

Adult day care facilities serving more than 15 adults			SUP	SUP		
Assisted living residential facility, State-licensed, serving 7 or more persons		SUP	SUP	SUP		
~~Babysitting, accessory~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	
Bed and breakfast inn			SUP	SUP		Refer to Article V, Division 3
Childcare centers serving no more than 6 children	P	P	P	P	P	
Childcare centers serving no more than 15 children		SUP	SUP	SUP		
Childcare centers serving more than 15 children			SUP	SUP		
Churches	SUP	SUP	SUP	SUP		
Common recreation facilities and structures					P	
Condominiums	SUP	SUP	SUP	SUP		See Section 16-395
Congregate living health facilities no more than 6 beds	P	P	P	P	P	
Congregate living health facilities of 7 to 15 beds	SUP	SUP	SUP	SUP	SUP	

Congregate living health facilities more than 15 beds		SUP	SUP	SUP		
Convents serving no more than 15 person		SUP	SUP	SUP		
Emergency shelters for families		SUP	SUP	SUP		Refer to Section 16-504
Farmworker employee housing serving 6 or fewer persons	DDR	DDR	DDR	DDR	DDR	
Grounds, landscaping, flower and vegetable gardens and fruit trees, not grown expressly for profit	P	P	P	P		
Grounds, private greenhouses and horticultural collections, flower and vegetable gardens and fruit trees, not grown expressly for profit	P	P	P	P		
~~High-density apartments~~				~~DDR~~		
Home occupations with a home occupation permit	P	P	P	P	P	Refer to Article V, Division 6
Hospitals and convalescent hospitals			SUP	SUP		
Large family day care homes that the Planning Manager finds to comply with the standards	P	P	P	P	P	See Section 16-440

Manufactured housing consisting of single-family dwellings constructed by modular manufactured methods or mobile homes certified under the National Mobile Homes Construction and Safety Standards Act of 1974, provided such homes are of a permanent character secured to a permanent foundation	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P	SUP	
Mobile home and mobile home accessory equipment sales					SUP	See Section 16-25
Mobile home parks					SUP	See Section 16-25
Multiple-family residential development		DDR	DDR	DDR		
Multifamily residential uses up to 30 dwelling units per acre on parcels in the AHP additive zone		SPR	SPR	SPR		
Multifamily residential uses up to 30 dwelling units per acre on parcels in the AHD additive zone		SUP	SUP	SUP		
Off-street parking	P	P	P	P	P	Refer to Article X
Office for mobile home space rental in a mobile home or in a recreation building only					SUP	

Private clubs, fraternities, sororities, and lodges, excepting those the chief activity of which is a service customarily carried on as a business			SUP	SUP		
Private or parochial schools, except those of a correctional nature or those intended for the mentally handicapped		SUP	SUP	SUP		
Public or private parks and playgrounds	SUP	SUP	SUP	SUP	SUP	
Public parking on R-3 lots adjacent to or across from the alley from C-2 lots			P			
Public schools, elementary, junior high, high school, colleges	SUP	SUP	SUP	SUP	SUP	
Public utility structure	SUP	SUP	SUP	SUP	SUP	
Residential care facilities serving no more than 6 persons	P	P	P	P	P	
Residential care facilities serving 7 or more persons		DDR	DDR	DDR		
Residential stock cooperatives and community apartments		SUP	SUP	SUP		See Section 16-395
Short-term rentals with short term rental permit	P	P	P	P		Refer to Article XI

Single room occupancy (SRO)				SUP		See section 16-441
Signs	P	P	P	P		Refer to Article IX
Single-family dwelling conventionally built and of a permanent character. (Separate servants' quarters may be established in connection with single-family dwellings of 9 rooms or larger, exclusive of bathrooms, when such dwellings are located on lots of not less than 10,000 sq. ft.). Development Design Review Permit not required.	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P		
Small residential health or care facilities, State-licensed, serving no more than 6 persons, or small family daycare home, State-certified or licensed, serving no more than 8 children.	P	P	P	P	P	
Storage, incidental to permitted uses, contained within an accessory building	P	P	P	P		
Supportive housing	DDR	SPR	SPR	SPR		
Swim clubs, tennis clubs, golf courses, and similar uses incidental to	SUP	SUP	SUP	SUP		

a residential tract or development						
Temporary uses with temporary use permit, including temporary sales or rental office, caretaker unit on construction site, model home, and similar uses determined by the Director to be compatible with the zone and surround land uses	P	P	P	P	P	Refer to Article V, Division 15
Timeshares		X	SUP	X		
Townhouse condominiums or other community ownership unit, including condominium conversion	SUP	SUP	SUP	SUP		Refer to Article V, Divisions 5 and 6
Traditional bed and breakfast (homestay), only in the Wilson Neighborhood	DDR	DDR	DDR	DDR		Refer Article V, Division 3
Traditional bed and breakfast (homestay)	SUP	SUP	SUP	SUP		Refer to Article V, Division 3
~~Traditional~~ Transitional housing			DDR	DDR		
Wireless communications facilities, stealth	SUP	SUP	SUP	SUP	SUP	Refer to Article V, Division 16
~~* A development design review permit is required for all new construction unless a special use permit, site plan review or other zoning permit is required under this chapter.~~						

(Ord. No. 3037)

SEC. 16-23. DEVELOPMENT STANDARDS.

The following table sets forth development standards for all of the residential zone districts in the city. All permitted and conditionally permitted uses shall be consistent with the purpose and intent of the respective zone.

Development Standards					
Standard	***Zone District***				
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***
Minimum dwelling size	1,000 sq. ft., exclusive of garages, carports, or any accessory building	1 bdrm unit: 450 sq. ft. 2+ bdrm unit: 800 sq. ft.	1 bdrm unit: 450 sq. ft. 2+ bdrm unit: 800 sq. ft.	1 bdrm unit: 450 sq. ft. 2+ bdrm unit: 800 sq. ft.	NA
Height permitted	Two stories up to 25 ft.	Two stories up to 25 ft.	Three stories up to 35 ft.	Four stories up to 45 ft.* See Section 16-24 for additional requirements	
Minimum lot area/density	6,000 sq. ft.	3,500 sq. ft. of lot area for each dwelling unit. See Section 16-24 for additional requirements	2,400 sq. ft. of lot area for each dwelling unit. See Section 16-24 for additional requirements	1,500 sq. ft. of lot area for each dwelling unit. See Section 16-24 for additional requirements	3,000 sq. ft. minimum lot area; 6.5 mobile home lots per gross acre. See Section 16-25 for additional requirements

Front yard setback	20 ft.; or the average for 60% of block, but not less than 15 ft. min. See Section 16-24 for additional requirements	25% of the depth of the lot, not less than 25 ft. or more than 60 ft. See Section 16-24 for additional requirements	20 ft.; 15 ft. if access to all parking is from an alley	20 ft.; 15 ft. if access to all parking is from an alley	10 ft. 20 ft. from public way or other residential or commercial zone or use. See Section 16-25 for additional requirements
Interior yard side yard setback	10% of the width of the lot, but not less than 3 ft., and need not exceed 5 ft.	10% of the width of the lot, but not less than 3 ft., and need not exceed 5 ft.	5 ft. for 1-2 story buildings, 7.5 ft. for 2.5 story buildings	5 ft. for 1-2 story buildings, increased by 2.5 ft. for each additional story	10 ft.
Corner lot side yard setback	50% of front yard setback for lot See Section 16-24 for additional requirements	Same as interior lots, except for reverse corner lot. Reverse corner lot side yard setback on the street side shall be 50% of the front yard in the rear of the corner lot. See Section 16-24 for additional requirements	One-half the required front yard	10 ft.	10 ft. 20 ft. from the public way or other residential or commercial zone or use. See Section 16-25 for additional requirements

Rear yard setback	25% of depth of lot and need not exceed 25 ft.; Additions and detached structures to maintain a 15 ft. setback See Section 16-24 for additional requirements	25% of depth of lot not to exceed 25 ft.	25 ft.	5 ft. for 1-2 story buildings, increased by 2.5 ft. for each additional story	10 ft. 20 ft. from public way or other residential or commercial zone or use. See Section 16-25 for additional requirements
Interior yard space	15% minimum or 900 sq. ft., whichever is less and be completely open from ground to sky** See Section 16-24 for additional requirements	30% of lot area, minimum 15 ft. by 15 ft. area, and completely open from ground to sky** See Section 16-24 for additional requirements	30% of lot area, minimum 15 ft. by 15 ft. area, and completely open from ground to sky** See Section 16-24 for additional requirements	30% of lot area, minimum 15 ft. by 15 ft. area, and completely open from ground to sky** See Section 16-24 for additional requirements	450 sq. ft., minimum 15 ft. by 15 ft., completely open from ground to sky See Section 16-25 for additional requirements
Space for accessory buildings	If 1 story in height with same required front, rear, and side yard setbacks as main building	May occupy rear yard setback if 1 story and located 6 ft. from nearest part of main building	May occupy rear yard setback if 1 story and located 6 ft. from nearest part of main building	May occupy rear yard setback if 1 story and located 6 ft. from nearest part of main building	Covered patios and covered parking spaces may project into the required 10 ft. setback a maximum of 5 ft. See Section 16-25 for additional requirements
*Additional height may be allowed with approval of a SUP. **Except for a patio, pergola, or a roof or balcony overhang not exceeding 30 in.					

(Ord. No. 3037)

SEC. 16-24. SPECIAL REQUIREMENTS SPECIFIC TO R-1, R-2, R-3 AND R-4.

The purpose of this section is to provide regulations specific to the respective residential zoning categories as follows.

(A) R-1 zone.

(1) ~~(a)~~ Architectural standards. The following exterior architectural standards shall apply to all single-family dwellings including mobile homes located in an R-1 zone:

~~1.~~ a. Exterior siding shall be made of nonreflective and nonmetallic materials. Acceptable siding material includes wood, stucco, ceramic tile, brick, stone, or other masonry materials, or any combination of these materials.

~~2.~~ b. Color/texture of exterior materials shall include one main color and maximum of three accent colors, including the roof material, prohibiting neon or fluorescent colors as the main building color. ~~be compatible with the surrounding neighborhood adjacent single-family structures.~~

~~3.~~ c. Roof structures, except for authorized deck areas, shall be sloped and provide an eave projection of no less than six inches and no greater than 30 inches.

~~4.~~ d. Roofing material shall consist of one of the following: wood shingle, wood shake, synthetic, composite shingle, ceramic tile, concrete tile, standing seam metal or copper roofing, except reflective surfaces shall not be permitted on the residential structure or on any garage or carport.

~~(b) A finding that a proposed residential structure complies with the foregoing architectural standards shall be made as part of the required special use permit or planned development permit.~~

~~(c) If the proposed structure does not entail a special use permit or planned development permit, the director shall make a finding of compliance.~~

('64 Code, Sec. 34-36.3) (Ord. No. 1373)

(2) R-1 lot requirements.

(a) Minimum lot area. Every newly created lot shall have a lot area of not less than 6,000 square feet.

(b) Minimum lot frontage. The frontage measured at the front lot line shall be at least 50 feet. Frontage for this purpose shall be defined as the linear measurement between the two side property lines at their point of tangency with the curb.

(c) Minimum lot dimensions.

1. Interior lots shall be no less than 60 feet in width.

2. Corner lots shall be no less than 75 feet in width.

3. The depth of a lot shall be at least 100 feet.

(3) R-1 front yard.

(a) There shall be a front yard setback of not less than 20 feet; except that houses constructed with garages having a swing driveway, with the entrance facing the side property line, may have a minimum 15-foot setback. Where standard dwellings within any block vary from the required setback, the average setback of such standard dwellings shall determine the required setback within that block if the standard dwellings comprise at least 60% of the block.

(b) In calculating the average setback, houses on reverse corner lots and houses wholly on the rear half of the lot shall not be counted. In no case shall setbacks of less than 15 feet be allowed, or setbacks of more than 60 feet be required.

(c) There shall be a distance of not less than 20 feet, measured at the center line of the driveway, between the garage door and the front property line.

('64 Code, Sec. 34-40) (Ord. No. 893, 946, 1019, 1409, 1611)

(4) R-1 side yard.

(a) On interior lots there shall be a side yard on each side of a building of not less than 10% of the width of the lot; provided that such side yard shall not be less than three feet and need not exceed five feet in width.

(b) On corner lots the side yard regulation shall be the same as for the interior lots except in the case of a reversed corner lot. In the case of a reversed corner lot, there shall be a side yard on the street side of the corner lot of not less than 50% of the front yard required on the lots in the rear of such corner lot, and no accessory building on the corner lot shall project beyond the front yard line on the lots in the rear; provided further that this regulation shall not be so interpreted as to reduce the buildable width (after providing the required interior side yard) of a reversed corner lot of record on March 29, 1945, to less than 28 feet, nor to prohibit the erection of an accessory building where this regulation cannot reasonably be complied with.

('64 Code, Sec. 34-41) (Ord. No. 893, 1019)

(5) R-1 rear yard.

(a) There shall be a rear yard of not less than 25% of the depth of the lot; provided, such rear yard need not exceed 25 feet.

(b) Single-story and two-story additions projecting into the required rear yard may be made if attached to existing single-family dwellings provided such additions maintain a minimum 15-foot setback from the rear property line for those lots not abutting an alley; and for those lots having rear property lines that abut a street, alley or parking space maintained by the public and more than 20 feet wide, the addition shall maintain a 15-foot setback from the center line of the street, alley or open space and in no case less than five feet from the rear property line.

('64 Code, Sec. 34-42) (Ord. No. 893, 1409, 1611)

(6) R-1 interior yard space. Interior yard space shall be provided on each lot equal to at least 15% of the lot area, or 900 square feet, whichever is less, and shall be completely open from ground to sky except for a patio, pergola, or a roof or balcony overhang not exceeding 30 inches. Interior yard space may include all of that open area from the required front yard setback line to the rear property line which has a minimum dimension of 10 feet by 15 feet.

('64 Code, Sec. 34-42.1) (Ord. No. 893, 1019, 1777, 1611)

(7) R-1 space accessory buildings may occupy. An accessory building is permitted if the accessory building is not more than one story in height and maintains the same required front, rear and side yard setback as the main building.

('64 Code, Sec. 34-42.2) (Ord. No. 1409, 1611)

(B) R-2 zone.

(1) R-2 density. There shall be at least 3,500 square feet of lot area for each dwelling unit. No more than one dwelling unit may be constructed on any lot with an average width of less than 50 feet or with an area less than 7,000 square feet. Any lot of record on May 21, 1981, which is 6,000 or more square feet may contain two dwelling units, provided the lot meets the minimum width required by this section.

('64 Code, Sec. 34-53) (Ord. No. 904, 1019, 1333, 1862, 1866)

(2) R-2 front yard.

(a) There shall be a front yard of not less than 25% of the depth of the lot, provided such front yard need not exceed 25 feet. Where standard dwellings within any block vary from the

required setback, the average of such standard dwellings shall determine the required setback for that block if such standard dwellings comprise at least 60% of the block. In calculating such average setback, houses on reversed corner lots and houses wholly on the rear half of a lot shall not be counted.

(b) In no case shall setbacks of less than 25 feet be allowed, or more than 60 feet be required. Where six or more dwellings are to be built concurrently within a given block, front yards of that block may average a minimum of 20 feet, provided houses within each block are staggered between 15 to 25 feet, and provided further that there shall be a distance of not less than 20 feet measured at the center line of the driveway between the garage door and the front property line.

(‘64 Code, Sec. 34-54) (Ord. No. 904, 1611)

(3) R-2 side yard.

(a) On interior lots there shall be a side yard on each side of a building of not less than 10% of the width of the lot, provided that such side yard shall not be less than three feet and need not exceed five feet in width.

(b) On corner lots the side yard regulation shall be the same as for interior lots except in the case of a reversed corner lot. In this case, there shall be a side yard on the street side of the corner lot of not less than 50% of the front yard required on the lots in the rear of such corner lot, and no accessory building on the corner lot shall project beyond the front yard line on the lots in the rear. This regulation shall not be interpreted to reduce the buildable width (after providing the required interior side yard) of a reversed corner lot of record on March 29, 1945, to less than 25 feet, nor to prohibit the erection of an accessory building where this regulation cannot reasonably be complied with.

('64 Code, Sec. 34-55) (Ord. No. 904, 1611)

(4) R-2 interior yard space.

(a) Each lot shall provide for interior yard space in an area equal to at least 30% of the lot area. This interior yard space shall be completely open from ground to sky except for a patio or pergola or the projections of those items referred to in Sections 16-304, 16-305, 16-306, and 16-307.

(b) Each interior yard space area shall have a minimum dimension of 15 by 15 feet.

(c) The interior yard space shall be completely separate from any area required for automobile circulation.

('64 Code, Sec. 34-57) (Ord. No. 904, 1237, 1409, 1862, 1866, 2152)

(C) R-3 zone.

(1) R-3 density.

(a) Except as provided in this section, there shall be at least 2,400 square feet of lot area for each dwelling unit. No more than two dwelling units shall be constructed on any lot with an average width between 50 and 60 feet.

(b) No more than one dwelling unit shall be constructed on any lot with an average width less than 40 feet.

(c) Any lot of record on May 21, 1981, which has more than 4,800 square feet may contain three dwelling units, provided the lot meets the minimum width requirement herein.

('64 Code, Sec. 34-60) (Ord. No. 970, 1019, 1862, 1866)

(2) R-3 interior yard. Each lot shall provide for interior yard space in an area equal to at least 30% of the lot area. This interior yard space shall be completely open from ground to sky except for a patio or pergola or the projections of those items referred to in Sections 16-304 through 16-307. The interior yard space shall be located in an area between the required front yard setback and the rear property line. Each interior yard space area shall have a minimum dimension of 15 by 15 feet. The interior yard space shall be completely separate from any area required for automobile circulation. Twenty-five percent of the required interior yard space may be on decks if such decks have a minimum dimension of ten feet and a minimum of 200 square feet, and are directly accessible from the units served. All decks shall be open to the sky except for allowed roof projections and shall be provided with flooring and railings suitable for outdoor activity.

('64 Code, Sec. 34-63.1) (Ord. No. 970, 1019, 1237, 1409, 1862, 1866, 2152)

(D) R-4 zone.

(1) R-4 building height. Four stories shall be permitted but shall not exceed 45 feet except as otherwise provided in this chapter. However, buildings not exceeding 11 stories or 100 feet maximum may be approved by special use permit as provided in Sections 16-530 to 16-553.

('64 Code, Sec. 34-66) (Ord. No. 1037, 1409, 1574)

(2) R-4 density. There shall be at least 1,500 square feet of lot area for each dwelling unit. No more than two dwelling units shall be constructed on any lot with an average width between 40 and 50 feet or with an area between 4,000 and 5,000 square feet. No more than one single-family dwelling unit shall be constructed on any lot with an average width less than 40 feet or an area less than 4,000 square feet. Any lot with an average width between 65 and 50 feet shall comply with the R-3 zone standards.

('64 Code, Sec. 34-67) (Ord. No. 1037, 1862, 1866)

(3) R-4 interior yard. Each lot shall provide for interior yard space in an area equal to at least 30% of the lot area. This interior yard space shall be completely open from ground to sky except for a patio or pergola or the projections of those items referred to in Sections 16-304 through 16-307. The interior yard space shall be located in an area between the required front yard setback and the rear property line. Each interior yard space area shall have a minimum dimension of 15 by 15 feet. The interior yard space shall be completely separate from any area required for automobile circulation. Twenty-five percent of the required interior yard space may be on decks if such decks have a minimum dimension of ten feet and a minimum of 200 square feet, and are directly accessible from the units served. All decks shall be open to the sky except for allowed roof projections and shall be provided with flooring and railings suitable for outdoor activity.

('64 Code, Sec. 34-63.1) (Ord. No. 970, 1019, 1237, 1409, 1862, 1866, 2152)

(Ord. No. 3037)

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SECTION 2. Oxnard City Code Chapter 16, Article VII, Division 2, Section 16-525 is amended to read as follows **(Only underlined portions are to be added, strikethrough portions deleted, and the remaining Article and Division to remain unchanged)**:

DIVISION 2. DEVELOPMENT DESIGN REVIEW PERMIT

SEC. 16-525. PURPOSE AND APPLICABILITY.

(A) This division establishes the procedures for conducting an administrative-level discretionary review of certain development applications, as identified in this chapter. This process requires the Director to verify that certain new or expanded uses, activities, structures, or development of land complies with all applicable policies, ordinances, and/or regulations of the city.

(B) Prior to the issuance of building permits for buildings or structures for uses for which this chapter does not require a special use permit or other zoning permit, an application for a~~n administrative~~ a development design review permit shall be filed with the Director, except for new single-family dwellings permitted in Section 16-22, which can be submitted directly for building permit review.

(Ord. No. 3039)”

SECTION 3. The City Council finds that the Zone Text Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 4. The City Council finds that the Zone Text Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and is in the best interests and welfare of the City and its residents.

SECTION 5. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

SECTION 6. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

SECTION 7. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the 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. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA because the project is limited to updating the existing sections of the OCC and will not directly result in any physical development or authorize new uses. Therefore, CEQA does not apply to this action.

SECTION 8. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy 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 summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including 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 December 16, 2025, and finally adopted on _____, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this 16th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-10 DEFINITIONS, § 16-622 SCHEDULE OF OFF-STREET PARKING REQUIREMENTS, AND §16-560 THROUGH 16-561.1 MODIFICATIONS TO SPECIAL USE PERMITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 25-580-02, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC); and

WHEREAS, the amendment will update the Definitions, Off-Street Parking Requirements, and Modifications to Permit procedures in OCC Sections 16-10, Section 16-622, and 16-560 through 16-561.1 to provide clarification, consistency, and organization of the zoning code for ease of use and provide greater certainty of interpretations for future development, thereby reducing confusion; and

WHEREAS, on November 6, 2025 the Planning Commission held a public hearing on the amendments to Chapter 16 of the OCC to implement Zoning Text Amendments (ZTA) adopted a Resolution recommending that the City Council approve Planning & Zoning Permit No. 25-580-02 (Zone Text Amendment); and

WHEREAS, on December 16, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 25-580-02 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and general welfare by providing clarification and organization of the OCC Definitions, Parking, and Modification Permit process to align with City interpretations, policies, and procedures. 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 would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this 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.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

SECTION 1. Oxnard City Code Chapter 16, Article II, Section 16-10 Definitions is amended to read as follows **(Only underlined portions are to be added and strikethrough portions deleted)**:

"ARTICLE II. DEFINITIONS

SEC. 16-10. DEFINITIONS.

(A) For the purposes of this chapter, the following words shall have the following meanings:

ACCESSORY BUILDING - Any structure built for the support, shelter, or enclosure of property ~~that is separate from but related,~~ subordinate and secondary to the main use of the property, such as but not limited to: storage sheds, greenhouses, and garages.

ACCESSORY DWELLING UNIT (ADU) - An attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence or multifamily structure. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes ~~an efficiency unit as defined by Cal. Health and Safety Code, Section 17958.1 or a manufactured home as defined by Cal. Health and Safety Code, Section 18007. See JUNIOR ACCESSORY DWELLING UNIT.~~

(a) EFFICIENCY UNIT - as defined in Section 17958.1 of the California Health and Safety Code.

(b) MANUFACTURED HOME - as defined in Section 18007 of the California Health and Safety Code.

ACCESSORY SIGN - Any sign which advertises goods manufactured or produced, goods for sale, or services rendered on the property upon which such sign is located, also known as an on-premise sign.

ACCESSORY STRUCTURE - A man-made object other than ornamental statuary, having a permanent location on the ground and more than six inches above the finished grade ~~that is separate from but related,~~ subordinate and secondary to the main dwelling, structure, or use of the property, such as but not limited to: patio covers, gazebos, and children's play structures.

ACCESSORY USE - A use of property or structure ~~separate from, but related,~~ subordinate and secondary to, the main use of the property or structure.

ADULT DAY CARE FACILITY - A state-licensed facility that provides less than 24-hour per day care to persons 18 years of age or older in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of these individuals.

ADULT HEALTH CARE CENTER - Any family day home, day care center, or social rehabilitation center, as defined in Cal. Health and Safety Code, Section 1570.7, and licensed by the State Department of Health, which provides, on less than a twenty-four hour basis, nonmedical care to adults in need of personal services, protection, supervision, assistance, guidance or training essential for sustaining the activities of daily living or for the protection of the individual.

ALLEY - Any public thoroughfare for the use of pedestrians or vehicles, not less than ten feet nor more than thirty feet wide, which has been deeded or dedicated to the city as a secondary means of access to abutting property.

AMMUNITION - Any cartridge or encasement containing a bullet or projectile, propellant, or explosive charge and a primer that is used in the operation of a firearm.

ANTIQUE SHOP - A retail business that sells works of art, furniture, decorative objects and the like, all of which are at least thirty years old.

APARTMENT - A room or suite of rooms in a multi-family dwelling designated as a residence for one household and containing permanent provisions for living, sleeping, eating, cooking, and sanitation. Efficiency, studio, and single are terms used for apartments with combined living, sleeping, and/or kitchen areas.

APARTMENT HOTEL - A building containing six or more apartments, designated for use as second or temporary dwellings for transient guests.

APARTMENT HOUSE - Any building which is designed to be or is in fact occupied as the residence of two or more families living independently of each other in such building, in separate apartments, and where such apartments are rented or leased for a period of not less than one month.

AUTOMOBILE REPAIR GARAGE - A building used for the overhaul and repair of vehicles, including body repairs, engine overhaul, upholstery work, parts rebuilding and like activities.

AUTOMOBILE SERVICE STATION - Any business which dispenses gasoline and which may also sell other automotive-related and nonrelated goods and services, but which excludes auto body work, complete engine and transmission overhaul and rebuilding and similar intensive vehicle-related services.

AUTOMOBILE WRECKING - The dismantling or destruction of one or more motorcycles or motor vehicles.

~~BABYSITTING - The care of one or more children by an individual in a home on a temporary basis, and without the benefit of formal advertising or established hours of business.~~

BASEMENT - A story partly underground with less than one-half its height above the average finished grade.

BED AND BREAKFAST INN - An establishment, originally built as a single-family residence, operated by a resident owner and containing three to five guest bedrooms, each of which is available for rent to the general public for up to twenty-nine consecutive days.

BEDROOM - Any room that is or can be used for sleeping purposes, including any room other than a kitchen, bathroom, or utility service room, such as a study, den and loft.

BUILDING - Any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

BUILDING HEIGHT - Total vertical height of a building measured from the average finished grade within five feet of the building to the highest point of the building, and as further defined in Section 16-303.

BUILDING SITE - The area, including all required yards, open space and parking, which a main building and its accessory buildings and uses occupy.

BUSINESS - Any use of property for profit requiring a business license.

CANNABIS - Shall have the same meaning as set forth in Cal. Bus. and Prof. Code Section 26001(f), as that section now appears or may hereinafter be amended or renumbered.

<u>CARPORT – A roofed parking space for vehicles that may be open on one to four sides and may be attached to a main building, where the size of the parking space(s) complies with Article X.</u>

CAR WASH (MECHANICAL) - Any operation which provides for the washing of motor vehicles primarily through the use of mechanical equipment which may include conveyor chains, blowers, steam guns, roller brushes, high pressure vacuum units and similar equipment.

CAR WASH (NONMECHANICAL, SELF-SERVICE) - Any operation which provides for the washing of motor vehicles by the customer, which employs persons only to check, maintain and supervise the use of the facility and equipment, and which has equipment limited to water

softeners, water heaters, soap mixing tanks, low pressure vacuum units and similar equipment that produces only a low volume of sound.

CHILD CARE CENTER - A state-licensed child care facility other than a family day care home, in which less than twenty-four hours per day nonmedical care and supervision is provided in a group setting for children.

CHURCH - A building operated primarily for worship or for promotion of religious activities excluding other buildings or activities maintained by religious organizations such as educational institutions, hospitals, homeless shelters and day care centers or operations that are commercial in nature.

CLUB - An association of persons for some common, nonprofit purpose excluding groups organized primarily to render a service which is customarily carried on as a business.

COMMERCIAL DISTRICT - Stores and businesses located in a shopping center of more than ten acres but less than thirty acres and designed to serve several neighborhoods.

COMMERCIAL SCHOOL - A nonaccredited school providing training or personal improvement, such as a beauty college, dance school, business school, or gymnasium.

COMMISSION - The planning commission of the city.

COMMON AREA - Any area or space designed for joint use by tenants occupying mobile home parks, condominiums, planned residential groups and similar residential developments.

COMMUNITY APARTMENT PROJECT - A project in which an undivided interest in the property is coupled with the right of exclusive occupancy of any apartment located thereon.

COMMUNITY CARE FACILITY - A State-licensed facility maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children and/or adults, including, but not limited to, the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children, as further defined in Cal. Health and Safety Code, Section 1502.

CONDOMINIUM - An estate in real property consisting of an undivided interest in common in a portion of a parcel of real property, together with a separate interest in space in a building on real property such as a residence.

CONGREGATE LIVING HEALTH FACILITY - A State-licensed residential home with a non-institutional home-like environment that provides twenty-four hour medical supervision and skilled nursing with services for persons who are physically disabled, have a diagnosis of terminal illness, or are catastrophically and severely disabled, as further defined in Cal. Health and Safety Code, Section 1250.

COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs) - A set of rules governing the use of a certain piece of real estate in each community. “Governing documents” includes

declarations, bylaws, operating rules, articles of incorporation, or articles of association, which govern the operation of the common interest development or association. Source: Civil Code section 4150.

~~CORNER LOT - A lot having frontage on two intersecting streets.~~(MOVED)

DENSITY, RESIDENTIAL (NET) - The number of dwelling units in an acre of land, excluding land for public dedication such as public right-of-way. Residential density is usually indicated as dwelling units per acre (du/ac).

DETACHED ~~BUILDING~~ - Any freestanding building or structure that is separated and not physically joined ~~to another~~ the primary building by a common wall.

DIRECTOR - The city's community development director or designee.

DRIVE-IN THEATER - A motion picture theater containing a vehicle parking area where patrons remain in their vehicles to view the entertainment presented on one or more screens.

DRIVE-THRU FACILITY - A facility which, by its design, allows people to receive goods and/or services while remaining in their motor vehicles.

DUPLEX - A building containing two dwelling units.

DWELLING UNIT - A room or suite of rooms designed as a residence for one household and containing one kitchen.

EDUCATIONAL INSTITUTION - An institution offering academic instruction or training leading to a degree, or accredited by the state, including private colleges or trade schools but not including dance schools, business schools, and similar commercial establishments.

EFFICIENCY DWELLING UNIT - A housing unit, typically a combined living room and bedroom area, a separate bathroom, and a kitchenette, with a typical minimum gross floor area of 220 square feet. Occupancy standards and square footage shall be governed by Cal. Residential Code Section R304.5. In no instance shall the minimum square footage be less than 220 square feet.

EMERGENCY SHELTER FOR FAMILIES - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless families with children under the age of 18, or 21 if they are full-time students or disabled, pursuant to standards set forth in article V, division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No family shall be denied emergency shelter because of an inability to pay. For purposes of this definition, "disabled" means persons with special needs, including mental disabilities, developmental disabilities, AIDS, substance abuse or chronic health conditions.

EMERGENCY SHELTER, PERMANENT - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six

months or less to homeless persons pursuant to standards set forth in article V, division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing and laundry facilities. No individual or household shall be denied emergency shelter because of an inability to pay.

EMERGENCY SHELTER, TEMPORARY - A temporary facility consisting of a building or group of buildings with overnight sleeping accommodations providing housing to homeless persons for winter warming or similar short-term, temporary operation not to exceed four months within a twelve-month period. No individual or household shall be denied emergency shelter because of an inability to pay.

ENTERTAINMENT - Any performance or activity defined herein; provided, however, that the term does not include vocal music or music from a single, unamplified, stringed instrument, including piano.

FAMILY - A group of residents whose members jointly occupy a dwelling unit as a single housekeeping unit and have joint use of and responsibility for common areas,~~; share household activities such as meals, chores, maintenance and expenses;~~ but not including residents of commercial group living such as hotels, dormitories and fraternities.

FARMWORKER - An employee, also known as an agricultural worker, engaged in agricultural work/farming and any practices performed on a farm in conjunction with farming including cultivating and tillage of soil, the raising of animals and the preparation of agricultural products for market and or to carriers for transportation to market.

FARMWORKER EMPLOYEE HOUSING - A residential use of one or more single or multi family dwelling units and accessory dwellings of the same type and in the same zone, and/or group quarters structures with common dining area. A farmworker housing complex does not need to be located on the site of a qualifying agricultural operation where the farmworkers are employed.

FAST FOOD RESTAURANT - An establishment whose principal business is sale of pre-prepared or rapidly prepared food served in disposable packaging directly to the customer, for consumption either within the restaurant building or off premises.

FIREARM - Any device designed to be used as a weapon or modified to be used as a weapon, that expels a projectile by the force of an explosion or some other form of combustion, including any projectile which carries or contains its own fuel and is propelled by reaction. This definition does not include model rockets, airsoft guns, nerf-type guns, or paintball guns.

FIREARM AND AMMUNITION SALES - A retail business that engages in the sale of firearms and/or ammunition.

FIREARM RANGE - Any public or private establishment that operates an area designated for the discharge or other use of firearms within a controlled shooting environment. Also referred to as firing or shooting range.

FLOOR AREA, GROSS - The total area of all floors of a building as measured to the outside surfaces of exterior walls and exclusive of vents, elevator shafts, and courts, without deduction for corridors, stairways, ramps, closets, the thickness of interior walls, columns, or other features, and includes roof decks, balconies, and patios when fully enclosed by a wall, surrounded by a solid railing higher than 42 inches, or covered.

FLOOR AREA, NET - the area included in surrounding walls of a building, or portion thereof, exclusive of vents, shafts, stairs, halls, attics, basements, mechanical rooms, garages, etc.

~~FRONTAGE - The portion of a lot, parcel or site that abuts a dedicated public street, not an alley.~~

FRONTAGE OF BLOCK - The length of a block measured between two cross streets whereon more than four lots have frontage.

~~FRONT LOT LINE - The line dividing a lot or parcel from an officially designated street; provided, however, that if the street is without frontage, the Community Development Director shall designate the front lot line.~~(MOVED)

~~FRONT YARD - The yard measured the full width of the lot, lying between the front lot line and the closest portion of the main building.~~(MOVED)

GARAGE - An accessory building or portion of the main building having a minimum of four walls and a roof, and designed and used principally for the parking ~~housing~~ of ~~motor~~ vehicles.

GENERAL COMMERCIAL - Individual stores and businesses where each establishment is located on a separate lot, with separate parking and loading facilities and not in a shopping center.

GUEST HOUSE - An accessory building for the housing of temporary guests, not containing a kitchen and not being rented or leased.

HABITABLE ~~ROOM~~ SPACE- Any ~~room~~ space used, or intended or designed to be used for sleeping, living, cooking or dining purposes, excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

HIGH QUALITY TRANSIT CORRIDOR - A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours. Source: Public Resources Code section 21155, subdivision (b).

HOME FINDING AGENCY - Any individual or organization engaged in finding homes or other facilities as defined in the Cal. Code of Regulations, for placement of persons of any age for temporary or permanent care, or adoption, including providing continuing social services to such persons.

HOME OCCUPATION - Gainful employment engaged in by the occupants of a dwelling, which is incidental and subordinate to and compatible with the residential use of the property and surrounding residential uses.

HOSPITAL - A health facility having a duly constituted governing body with overall administrative and professional responsibility and having an organized medical staff which provides 24-hour inpatient care including one or more of the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, dietary services, or psychiatric care and treatment.

HOTEL - A building providing separate bedrooms or baths for the accommodation of travelers, semipermanent residents and the like, where no kitchen facility is provided, whether known as a hotel, motel, or rooming house.

HOUSEHOLD - See FAMILY.

INLAND WATERWAY - A body of water confined to a channel which permits navigation by vessels and ships and is connected directly to the ocean.

INSTITUTION - An organization having a social, educational, or religious purpose such as a school, church, hospital, club or lodge.

~~INTERIOR LOT - A lot having lots adjoining on two sides.~~(MOVED)

~~INTERIOR YARD SPACE - The area on the lot behind the front setback line which is open from ground to sky and used as private open space except as otherwise permitted in this chapter.~~(MOVED)

JUNIOR ACCESSORY DWELLING UNIT (JADU) - A unit that is no more than 500 square feet in size and contained entirely within an existing or proposed single-family residence and/or attached garage or other attached non-habitable space. ~~A dwelling unit that is no more than 500 square feet in size and is contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. See related definition of ACCESSORY DWELLING UNIT.~~

JUNK - Scraps of copper, wood, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled or wrecked motor vehicles or parts thereof, iron, steel and other scrap ferrous or nonferrous material.

~~KEY LOT - A lot whose side lot forms the rear lot line of a reversed corner lot.~~(MOVED)

KITCHEN - Any room or portion of a room used, or intended or designed to be used for cooking and preparing food.

LANDSCAPING - The treatment and maintenance of a yard area with predominantly vegetative materials, such as lawn or ground cover, shrubs or trees, and ornamental flagstone, brick or

rock work and the like, organized in a manner designed to create or enhance a specific appearance.

LARGE FAMILY DAY CARE HOME - A State-licensed facility that provides care, protection and supervision for seven to fourteen children in the provider's own home for periods less than twenty-four hours per day, as further defined in Cal. Health and Safety Code, Section 1596.78.

LIVABLE SPACE - A space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

LIVING AREA - The interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

LOT - A parcel of real property owned by the same person or entity officially subdivided and recorded prior to or according to Chapter 15 of this code.

LOT AREA, GROSS - The total area enclosed by the lot lines of a property measured on a horizontal plane.

LOT AREA, NET - The ~~number of square feet~~ area enclosed by the lot lines of a lot, excluding land for public dedication such as public right-of-way or easements.

LOT, CORNER - A lot abutting two or more intersecting streets, excluding alleys.

LOT DEPTH - The average lineal distance between the front and rear lot lines, measured perpendicular to the front lot line.

LOT, FLAG - A lot so shaped and designed that the main building site area is set back from the street on which it fronts and includes an access strip to the frontage street. The access strip of each lot shall not be considered in calculating the minimum lot area and dimension requirements of the subject lot.

LOT, KEY - A lot whose side lot line forms the read lot line of a reversed corner lot.

LOT LINES - The established division lines between parcels of property, public or private.

LOT LINE, FRONT - The line dividing a lot or parcel from an officially designated public street, the line separating the narrowest street frontage of the lot from the street in the case of a corner lot; provided, however, that if the street is without frontage, the Community Development Director shall designate the front lot line.

LOT LINE, REAR - The lot line most nearly distant and parallel to the front lot line and dividing the lot from an alley or adjoining lot. For triangular or irregularly shaped lots, the rear lot line shall be a line ten feet long within the lot opposite and most distant from the front lot line, which is parallel to the front lot line or parallel to the chord of a curved front lot line, where such chord is drawn perpendicular to the mean direction of lot dept, not withstanding, the Community Development Director makes the final determination of the designated rear lot line.

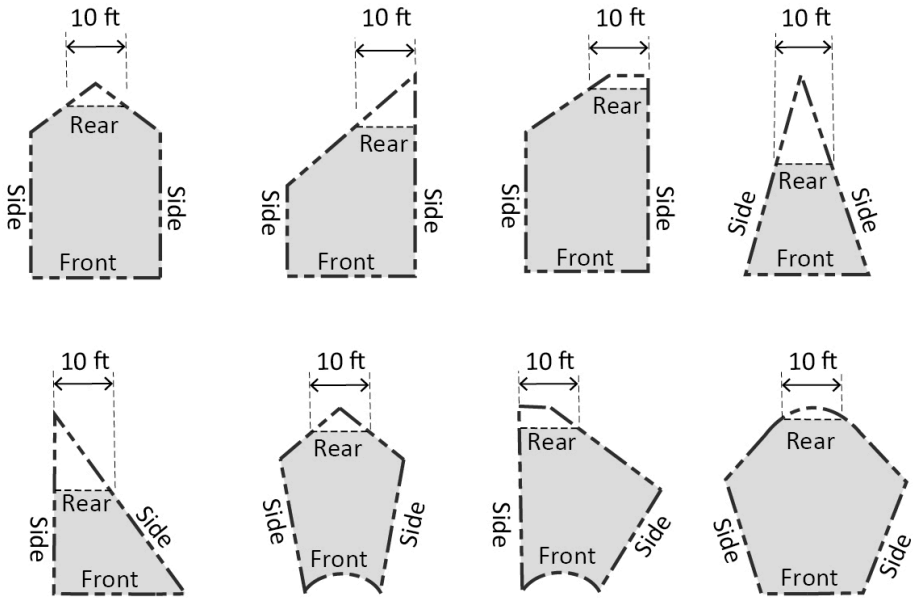


Figure 1: Rear Lot Line

LOT LINE, SIDE - All other lot lines that are not front or rear lot lines.

LOT LINE, STREET SIDE - The lot line which separates the lot from the street, but is not the front lot line.

LOT, REVERSE CORNER - A corner lot whose rear lot line abuts the side lot line of an adjoining lot

LOT WIDTH - The lineal width of a lot measured at the midpoint between the front lot line and rear lot line.

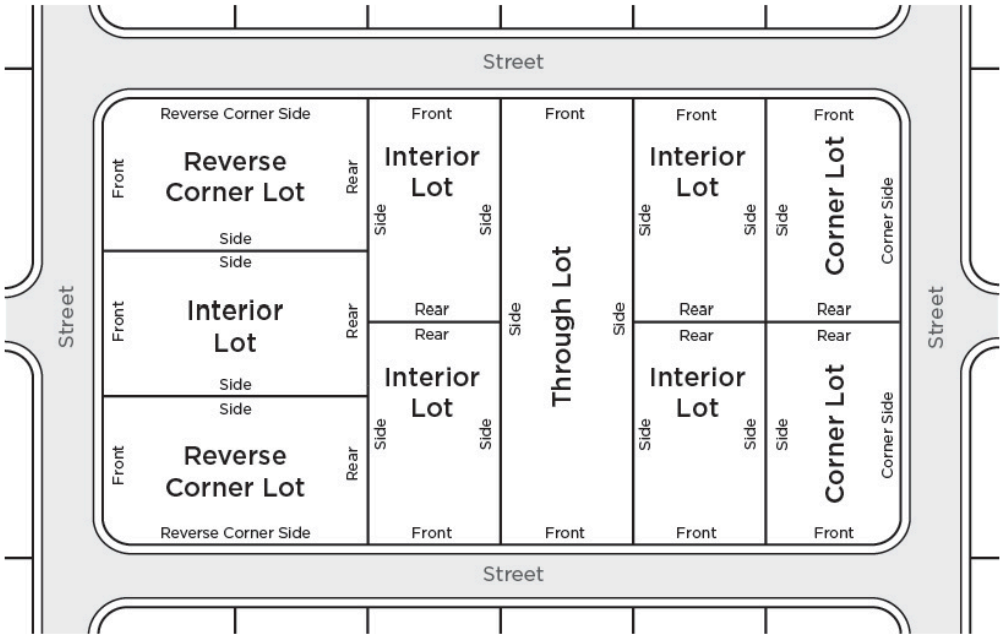


Figure 2: Lot Types

LOW-BARRIER NAVIGATION CENTER - A housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. “Low barrier” means best practices to reduce barriers to entry, and may include, without limitation, the following:

(c) The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth;

(d) Pets;

(e) The storage of possessions; and

(f) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds or private rooms. (Cal. Gov’t Code Section 65660)

MAIN BUILDING - The building wherein the principal use of a lot or parcel is conducted, including attached structures where there is ~~more than e~~ight lineal feet or more of common wall and also includes structures attached by ceiling or floor. ~~a wall is commonly used.~~

MAJOR RECREATIONAL EQUIPMENT - Items designed to be used as temporary dwellings for recreational outings, or designed to be used for other recreational purposes, such as travel

trailers, trailer coaches, pickup campers, motorized dwellings, tent trailers, boats and boat trailers.

MAJOR TRANSIT STOP - A site containing any of the following: (a) An existing rail or bus rapid transit station. 9 (b) A ferry terminal served by either a bus or rail transit service. (c) The intersection of two or more major bus routes with a frequency of service interval of 20 minutes or less during the morning and afternoon peak commute periods, as defined in Public Resources Code section 21064.3.

MANUFACTURED HOME - A structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, per Health and Safety Code Section 18007, subdivision (a).

MARIJUANA - Shall have the same meaning as cannabis.

MEDICAL CLINIC - An organized outpatient health facility that provides direct medical, surgical, dental, optometric, or podiatric advice, services, or treatment to patients who remain less than 24 hours, and that may also provide diagnostic or therapeutic services to patients.

MINI-WAREHOUSE - Any structure designed, built or used as individual compartments for five or more occupants on a lease or rental basis for the purpose of storage of any item for a period of more than forty-eight hours.

MOBILE HOME - A manufactured relocatable vehicle, other than a motor vehicle, designed or equipped for human residential habitation and for being drawn by a motor vehicle.

MOBILE HOME LOT - A parcel of land in a mobile home park rented and used exclusively by the occupants of the mobile home located on that lot.

MOBILE HOME PARK - A contiguous area or tract of land of at least sixteen acres under single ownership which has been planned and improved for the placement of mobile homes for nontransient residential use.

MOBILE HOME STAND - The part of a mobile home lot reserved for the placement of a mobile home.

MOBILE OFFICE - A vehicle other than a motor vehicle designed or used as an office for industrial, professional or commercial purposes, and designed to be drawn by a motor vehicle.

MOTEL - A building or group of buildings or units attached, semi-attached or detached, designed to serve as temporary sleeping quarters for transient persons, whether known as a

motel, auto court, tourist court or bungalow court, excluding an adult motel, as defined in section 16-336(A)(5).

MOTION PICTURE THEATER - An establishment containing two or fewer screens where films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown for any form of consideration.

MOTOR VEHICLE - A device by which any person or property may be propelled, moved, or drawn upon a public street, excepting a device moved by human power.

MULTI-FAMILY DWELLING - A building containing two or more dwelling units.

MULTIPLEX MOTION PICTURE THEATER - An establishment containing three or more screens where films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown for any form of consideration.

NEIGHBORHOOD COMMERCIAL - Stores and businesses located in a shopping center of less than ten acres and designed to serve a local neighborhood rather than several neighborhoods.

NONACCESSORY SIGN - A sign which advertises products, services or other uses not associated with any use established on the premises on which such sign is located, also known as an off-premise sign and including, but not restricted to, billboards and outdoor advertising structures.

NONCONFORMING - Buildings or uses which become not permitted or not in compliance with zoning regulations by reason of changes in the zoning regulations or land use zone classification of the property on which such building or uses are located.

OCCUPIED AREA - That area of an individual mobile home lot which has been covered by a mobile home and its accessory structures.

PARKING SPACE - A rectangular space, clearly delineated on the ground or pavement, of dimensions required elsewhere in this chapter, to be used for the parking or stopping of motor vehicles.

PARKING STRUCTURE - A structure used for the parking of vehicles where parking is accommodated on two or more levels.

PASSAGEWAY - A pathway that is unobstructed, clear to the sky and extends from a street to one entrance of the accessory dwelling unit. No passageways are required in conjunction with the construction of an ADU.

PATIO - A deck or paved area not extending above the first floor level of a building ~~and open to the sky~~.

PATIO COVER ~~SHELTER~~ - A covered shelter for ~~semi-~~outdoor use ~~recreational activities~~, which is enclosed on no more than two sides, whether or not the remaining two sides are partially

enclosed by a low wall, supporting structural members, lattice work, louvers, screens, solid roofs, and the like, and not used as a carport.

PAWNSHOP - An establishment that engages in the business of loaning money on the security of pledges of personal property, and purchasing and selling personal property.

PERGOLA - An open-work structure or lattice having at least fifty percent of its roof open to the sky.

PERMANENT STORAGE - The storage of any item of personal property for a period of more than forty-eight hours.

PERMANENT STRUCTURE - Any object having a solid foundation or fixed location on the ground.

PLANNING MANAGER - The planning division manager of the city.

PRIMARY DWELLING UNIT - The main residential structure containing one dwelling unit located on one legal lot.

PRIVATE SCHOOL - An accredited private school or college providing academic or trade education.

PRIVATE STREET - A privately owned vehicular right-of-way used as access by two or more lots which do not have frontage on a public street.

PRODUCT ASSEMBLY PLANT - Production facilities primarily engaged in final or partial assembling or packaging of premanufactured, treated, or fabricated components, materials or products.

PUBLIC CAMPGROUND - A public area wherein major recreational equipment may be placed as temporary dwellings.

PUBLIC PARKING LOT - A parking lot for motor vehicles created to serve the public either as a separate business or as an accessory use to a business, whether owned by a governmental agency or by a private person or business.

PUBLIC TRANSIT - Includes, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

QUARRY - Any premises or site from which rock, sand, gravel, stone, earth, soil or any other mineral is removed or excavated for the purpose of sale, excluding the necessary grading or excavating of a building site under a valid building permit.

~~REAR LOT LINE - The lot line most nearly distant and parallel to the front lot line and dividing the lot from an alley or adjoining lot; provided, however, that the Community Development~~

~~Director shall designate the rear lot line for through lots, triangular-shaped lots and other irregular lots.~~(MOVED)

~~REAR YARD - The yard measured the full width of the lot, lying between the rear lot line and the nearest portion of the main building.~~(MOVED)

RECREATION COMMERCIAL - Indoor or outdoor sport, game, or recreational activity which may occur within a building or as outdoor activities, including but not limited to arenas, stadiums, rinks, golf courses, ranges, or auditoriums.

~~REQUIRED YARD - The yard area required by this chapter.~~(MOVED)

RESEARCH AND DEVELOPMENT - Facilities or establishments primarily performing research or development of industrial or scientific products.

RESIDENTIAL CARE FACILITY FOR THE ELDERLY - A housing arrangement of residents at least sixty years of age, where personal care and supervision are provided, as defined in Cal. Health and Safety Code, Section 1569.2.

~~REVERSED CORNER LOT - A corner lot whose rear lot line abuts the side lot line of an adjoining lot.~~(MOVED)

SCRAP METAL PROCESSING FACILITY - Any property which is maintained, used, or operated for storing, keeping, buying or selling wrecked, scrapped, ruined, abandoned or dismantled motor vehicles or motor vehicle parts.

SENIOR AND/OR SENIOR ASSISTED LIVING RESIDENTIAL FACILITY - A State-licensed residential facility with seven or more residents that provides a range of community dining and/or recreation areas integrated with individual apartment units that may have individual cooking facilities; that provides at least one non-medical and/or medical support service to residents such as housekeeping, laundry, media room facility, library, hair care, recreation, and transportation services; that is restricted to qualifying residents or senior citizens as those terms are defined in Cal. Civil Code, Section 51.11; that may include a secure area(s) for residents with limited memory or cognitive abilities and/or limited physical mobility; and that is subject to the regulations for Planned Residential Groups set forth in sections 16-445 and 16-446 of this code.

~~SIDE LOT LINE - All other lot lines that are not front or rear lot lines.~~(MOVED)

SIDE STREET - A street providing secondary frontage to a lot, and having an angle between forty-five to one hundred and forty degrees at its intersection with the street providing principal frontage for the lot in question.

~~SIDE YARD - The yard lying between the side lot line and the closest portion of the main building and between the front and rear yards.~~(MOVED)

SINGLE-FAMILY DWELLING - A building containing one dwelling unit whether built as a detached building or as an attached townhouse type of unit that does not involve common ownership or adjacent parcels of real property. The definition of single family dwelling does not include farmworker employee housing, but shall include farmworker employee housing projects with six or fewer residents as allowed by State law.

SINGLE-ROOM OCCUPANCY (SRO) - A residential facility containing six or more housing units where each housing unit is made up exclusively of a single room. The housing units are often furnished and may have individual or shared kitchen and/or bathroom facilities. Each housing unit is offered on a monthly rental basis or longer. Regulations for single-room occupancy set forth in Sections 16-441 to 16-441.3 of this code.

SMALL RESIDENTIAL HEALTH OR CARE FACILITY - A facility licensed, authorized or certified by the State that provides nonmedical health or care services to six or fewer persons (except as otherwise provided herein), which State statutes identify as a residential use of property subject only to standards and restrictions applicable to other dwellings of the same type in the same zone, including but not limited to: a congregate living facility, as defined in Cal. Health and Safety Code, Section 1250, having no more than six beds; an intermediate care facility/developmentally disabled habilitative, as defined in Cal. Health and Safety Code, Section 1250, serving no more than six persons; an intermediate care facility/developmentally disabled-nursing, as defined in Cal. Health and Safety Code, Section 1250, having no more than six beds; a State-licensed residential care facility, as defined in Cal. Health and Safety Code, Section 1568.01, serving no more than six persons; a small family day care home serving no more than eight children, as defined in Cal. Health and Safety Code, Section 1596.78; a pediatric day health and respite care facility, as defined in Cal. Health and Safety Code, Section 1760.2, having no more than six beds; an alcoholism or drug abuse recovery or treatment facility, as defined in Cal. Health and Safety Code, Section 11834.02, serving no more than six persons; and a State authorized, certified or licensed family care home, foster home or group home providing care on a twenty-four hour a day basis to six or fewer mentally disordered or otherwise handicapped persons or dependent and neglected children, as referred to in Cal. Welfare and Institutions Code, Section 5116.

STORY - That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above; also, if the finished floor level directly above a basement, cellar or unused underfloor space is more than six feet above grade as defined herein for more than fifty percent of the total perimeter or is more than twelve feet above grade as defined herein at any point, such basement, cellar or unused underfloor space shall be considered as a story.

STREET - Land dedicated to or owned by a city, county, or State and designated as a public right-of-way, but not including an alley as defined herein.

STRUCTURAL ALTERATIONS - Any change to a bearing wall, column, beam, joist, roof, rafter or other supporting member of a building or structure.

STRUCTURE - Anything constructed or erected, the use of which requires attachment to the ground or attachment to something located on the ground. ~~A man-made object other than ornamental statuary, having a permanent location on the ground, and more than six inches above the finished grade.~~

SUBTERRANEAN GARAGE - Any enclosed motor vehicle storage area of which any portion extends below the average grade of the project site.

SUPPORTIVE HOUSING - Housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and. when possible, work in the community. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same zone.

SWAP MEET - Any indoor or outdoor facility containing multiple tenant spaces, stalls or booths from which new or used merchandise, crafts, or food are sold, exchanged or bought by separate vendors. An admission fee may or may not be charged. Any facility bearing the name of, or otherwise being promoted as a swap meet or flea market, shall constitute a swap meet for purposes of this chapter.

TANDEM PARKING ~~SPACE~~ - ~~A parking space located immediately behind or in front of a second parking space, such that vehicular access to that second space can be made only through the abutting space. Tandem parking accommodates two or more vehicles.~~ Two or more automobiles that are parked on a driveway or in any other location on a lot, lined up behind one another.

THEATER - A motion picture theater or an establishment regularly featuring live performance of dramatic productions for any form of consideration.

THRIFT STORE or SECONDHAND STORE - A retail business that engages or specializes in the sale of previously owned, secondhand or used merchandise, in which the area devoted to such merchandise is larger than twenty-five percent of the total floor area devoted to retail sales; provided, however, that this definition does not include antique shops or specialty retail stores that sell only one type of used merchandise, including but not limited to used record stores, used bookstores, used furniture stores, and sports trading card stores.

~~THROUGH LOT - An interior lot whose front and rear lot lines both abut public streets.~~(MOVED)

TIMESHARE - Dwelling units or commercial transient quarters (such as hotel or motel rooms) divided for purposes of marketing and sale into at least twelve annual time segments of not less

than one week or more than thirty days during which the units or quarters may be occupied, with the annual right of occupancy extended over a specified period of time.

TOWNHOUSE - A single-family dwelling unit attached to one or more other single-family dwelling units with each dwelling unit occupying a separate lot.

TOWNHOUSE CONDOMINIUM - A townhouse, having associated with it an undivided interest in common in a parcel of real property that is contiguous with the townhouse lots.

TRADITIONAL BED AND BREAKFAST - An establishment which contains no more than two guest bedrooms each of which is available for rent to the general public for up to twenty-nine consecutive days.

TRAILER - A vehicle designed to be towed behind an automobile or truck.

TRAILER PARK - Any area where one or more mobile homes are located.

TRANSIENT - A tourist or other person abiding in the city for a short period of time.

TRANSITIONAL HOUSING - Five or more dwelling unit(s) used as rental housing but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient. Supportive services arc provided to facilitate the movement of homeless individuals and their families to permanent housing. An eligible person(s) may live in the dwelling for up to two years, pursuant to Cal. Health and Safety Code, Sections 50675.2(h) and 50801(i). Some units may be designated for transition in place, where person(s) may stay in the unit for more than two years. Such housing shall be considered a residential use of the property and shall be subject only to those restrictions that apply to other residential dwellings of the same type and in the same /one.

USE - Utilization of property or buildings for a specific purpose.

USE AREA - An open or yard area, uncovered by building or structures, used as the main use or accessory use of a lot or parcel.

USED CAR JUNK AREAS - Any property which is maintained, used, or operated for storing, keeping, buying, or selling wrecked, scrapped, ruined, abandoned or dismantled motor vehicles or motor vehicle parts.

VEHICLE - Automobile or two-axled truck, customarily used for private transportation, including self-propelled motor homes, recreational and off-road vehicles, utility and travel trailers, and boats and boat trailers.

WORK/LIVE - A business establishment, part of which may be used as an accessory dwelling unit by the business operator or employee.

YARD - An open area on a private lot or parcel, unobstructed by buildings or structures from the ground to the sky, except by encroachments or other exceptions permitted in this chapter.

YARD, FRONT - The yard measured the full width of the lot, lying between the front lot line and the closest portion of the main building.

YARD, INTERIOR SPACE - The area on the lot behind the front setback line which is open from ground to sky and used as private open space except as otherwise permitted in this chapter.

YARD, REAR - The yard measured the full width of the lot, lying between the rear lot line and the nearest portion of the main building.

YARD, SIDE - The yard lying between the side lot line and the closest portion of the main building and between the required front and rear yards.

YARD AREA - The area of yard on a given lot expressed in numbers of square feet.

(B) These definitions are to be used throughout this chapter unless expressly otherwise provided.

(`64 Code, Sec. 34-3) (Ord. No. 617, 725, 893, 958, 1039, 1049, 1099, 1115, 1116, 1131, 1150, 1217, 1233, 1294, 1409, 1424, 1477, 1504, 1555, 1564, 1629, 1632, 1705, 1827, 1829, 1894, 1959, 1967, 2021, 2026, 2130, 2132, 2165, 2313, 2335, 2347, 2466, 2561, 2626, 2671, 2713, 2727, 2847, 2864, 2890, 2896; 2914, 2925, 2928, 2929, 2959, 2961, 2984, 2998, 3031, 3037)"

SECTION 2. Oxnard City Code Chapter 16, Article VII, Division 4, Sections 16-560 through 16-561.1 are amended to read as follows **(Only underlined portions are to be added and strikethrough portions deleted)**:

"DIVISION 4. MODIFICATIONS TO ~~SPECIAL USE~~ PLANNING PERMITS

SEC. 16-560. MINOR MODIFICATIONS.

(A) Where a planning permit such as a special use permit, planned development permit, development design review permit, or site plan review has been previously approved, the Director may elect to modify that existing permit in lieu of requiring the application and approval of a new special use or development design review permit for a proposed physical modification or use clearance, provided such physical modification is within the parameters for minor modifications provided for in this chapter or by administrative policy.

~~A.~~ (B) Modifications to ~~special use~~ planning permits that do not intensify the use of the parcel or have any additional adverse effect on abutting parcels or the general health, safety, or welfare are eligible for review as minor modifications. A minor modification may allow for an increase or decrease of the following elements of the approved development, by no more than 10%.

(1) Approved building height;

(2) Approved setback distances;

(3) Landscape coverage;

(4) Building floor area;

(5) Site building coverage;

(6) Dimensional standards for parking, loading and circulation that do not result in a reduction in the required parking and loading spaces;

(7) Outdoor open space requirements;

(8) Other approved numerical development standards.

(9) Exclusions: minor modifications ~~to special use~~ planning permits shall not be granted for the following standards:

(a) Minimum number of required parking spaces;

(b) Floor area ratio or residential density.

(10) In no case may the increase or decrease be below the minimum or exceed maximum standards established by the city code. In no case shall a minor modification be granted pursuant to this chapter to permit a use or activity that is not otherwise permitted in the zone where the property is located.

~~(B)~~ (C) Modifications to building elevations may be considered under a minor modification, provided that modified elevations comply with applicable objective design standards and applicable zoning regulations contained in this chapter and other adopted standards.

~~(C)~~ (D) An application for a minor modification shall be filed with the Director~~. Three Copies of the site plan, elevation and landscape plan, if~~ pursuant to the city's submittal checklist, as applicable, shall be submitted with a letter outlining the requested modification. The application shall state in writing the nature of the modification requested and explain why the findings necessary to grant the modifications identified in Section 16-560.1 can be satisfied.

~~(D)~~ (E) Fees for filing an application for a minor modification t~~o a special use permit~~ shall be set by resolution of the City Council.

~~(E)~~ (F) Upon review of the application, the Director shall issue a written decision approving, conditionally approving or denying the application within the time period prescribed by State law.

~~(F)~~ (G) The Director's decision to approve, conditionally approve a minor modification ~~to a special use permit~~ may be appealed to the Planning Commission within ten days of the date of issuance, in accordance with the procedures for a public hearing pursuant to state law ~~an application for a special use permit as provided in this chapter~~. The decision of the Planning Commission shall be final. Appeals of a denial by the Director may be made by filing a major modification application for consideration by the Planning Commission.

~~(G)~~ (H) If a minor modification application is processed concurrently with a required discretionary permit the review authority with jurisdiction over the discretionary permit shall also have review authority over the minor modification.

(Ord. No. 3039)

SEC. 16-560.1. REQUIRED FINDINGS FOR MINOR MODIFICATIONS.

In order to grant a minor modification to a ~~special use~~ planning permit, the review authority must make the following findings:

(A) All provisions of this article are met;

(B) The proposed minor modification is consistent with the applicable general plan policies and is in conformance with applicable zoning regulations contained in this chapter and other adopted standards;

(C) The approval or conditional approval of the minor modification will not be detrimental to public health, safety, or general welfare.

(Ord. No. 3039)

SEC. 16-561. MAJOR MODIFICATIONS.

(A) Changes to an approved ~~special use~~ planning permit that do not qualify as minor modifications under Section 16-560 shall be handled in a manner similar to the initial application ~~for the special use permit~~. Major modifications are those that involve substantial increases in coverage, major additions to the buildings or structures, creation of extra parking needs, traffic or other site problems, and shall be heard by the Planning Commission.

(B) Applications shall include the same submittal material required for ~~a special use permit~~ the initial application ~~under Section 16-533 of~~ identified in this chapter and shall be submitted to the Planning Division. The application shall state in writing the nature of the modification(s) requested.

(C) Fees for filing an application for a major modification ~~to a special use permit~~ shall be set by resolution of the City Council.

(D) An application for a major modification ~~to a special use permit~~ shall be heard and notice shall be provided in the manner required under ~~Division 3 of this article for a special use~~ the initial planning permit~~s~~.

(`64 Code, Sec. 34-110.2) (Ord. No. 916, 1409, 3039)

SEC. 16-561.1. REQUIRED FINDINGS FOR MAJOR MODIFICATIONS.

In order to grant a major modification, ~~to a special use permit~~ the review authority must make the findings of the modified permit. ~~for granting a special use permit in Section 16-531 of this chapter~~.

(Ord. No. 3039)"

SECTION 3. Oxnard City Code Chapter 16, Article X, Division 2, Section 16-622 is amended to read as follows for the portions described below. **(Only underlined portions are to be added, strikethrough portions deleted, and the remaining Article and Division to remain unchanged).**:

"DIVISION 2. PARKING SPACE AND LOADING REQUIREMENTS

SEC. 16-622. SCHEDULE OF VEHICLE OFF-STREET PARKING REQUIREMENTS.

(A) The table on the following pages contains the minimum vehicle off-street parking requirements. Special requirements for each use are provided under the "Notes" columns where appropriate.

(B) The parking requirement for uses not specifically listed in the table shall be determined by the approval body for the proposed use on the basis of requirements for similar uses, and on any traffic engineering and planning data that is appropriate to the establishment of a minimum requirement.

(C) Several uses listed in the table require that the parking be determined by the approval body for the proposed use. An applicant proposing to develop or expand one of these uses must submit four copies of a parking study to the development services department which provides justification for the parking requirement proposed. The approval body for the proposed use will review this study along with any traffic engineering and planning data that is appropriate to the establishment of a parking requirement for the use proposed.

(D) In situations where a combination of uses are developed on a site, parking shall be provided for each of the uses on the site according to this article unless a reduction is granted pursuant to sections 16-650 and 16-651.

(E) (1) An applicant may propose to provide tandem parking spaces for a proposed use, but tandem parking spaces, whether or not in garages, and whether for residents, visitors or

customers of the proposed use, shall not be counted toward satisfaction of the parking requirement for the proposed use.

(2) The amount, configuration, design and location of proposed tandem parking shall be subject to the approval of the director.

(F) The following table lists the minimum off-street parking requirements for the city.

Uses	***Minimum Off-Street Parking Requirements***	***Notes***
Residential:		
Detached single-family units:		
~~Detached single-family dwelling with either (1) detached accessory dwelling unit or (2) the construction of additional square footage to accommodate an attached accessory dwelling unit~~ Accessory Dwelling Units	~~Same as above for the single family dwelling.~~ ~~For accessory dwelling units: In addition to the required parking for the single family dwelling, there shall also be a number of vehicle parking spaces equal to: (a) one; or (b) the number of bedrooms in the accessory dwelling unit, whichever is less. The vehicular access to the parking area for the accessory dwelling unit shall be at least ten feet wide and paved. The required parking space(s) for an accessory dwelling unit are not required to be covered.~~ See Section 16-465.9	~~Parking for accessory units may be provided either as (1) tandem parking on an existing driveway or in an existing garage; or (2) in a setback area.~~ ~~The parking shall be located on the same lot as the primary residential dwelling unit.~~ ~~The director may, however, disapprove such tandem/setback parking if the director finds that the tandem/setback parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.~~
~~*Note:* To the extend required by Cal. Govt Code, Section 65852.2, as it may be amended from time to time, none of the following accessory dwelling units require additional parking for the accessory dwelling unit:~~ ~~(1) The accessory dwelling unit is located within one-half mile of public transit;~~ ~~(2) The accessory dwelling unit is located within a city-recognized historic district;~~ ~~(3) The accessory dwelling unit is constructed entirely within legally existing primary residence or a legally existing accessory structure;~~ ~~(4) When on street parking permits are required by not offered to the occupant of the accessory dwelling unit;~~		

~~(5) When there is a car share vehicle located within one block of the accessory dwelling unit.~~"

SECTION 4. The City Council finds that the Zone Text Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 5. The City Council finds that the Zone Text Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and is in the best interests and welfare of the City and its residents.

SECTION 6. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

SECTION 7. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

SECTION 8. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the 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. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA because the project is limited to updating the existing sections of the OCC and will not directly result in any physical development or authorize new uses. Therefore, CEQA does not apply to this action.

SECTION 9. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy 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 10. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including 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 December 16, 2025, and finally adopted on _____, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this 16th day of December 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

DIVISION 13. ACCESSORY DWELLING UNITS

SEC. 16-465. PURPOSE AND FINDINGS.

(A) Accessory dwelling units (also known as "second units," "granny flats," "in-law suites," "tiny homes" and/or "cottages") are small residential units on a permanent foundation located within, attached to, or detached and adjacent to the primary single-family unit or multifamily structure, and can provide an important source of affordable housing.

(B) Accessory dwelling units, when appropriately sized and located, have little impact on neighborhood quality of life.

(C) Establishing reasonable regulations of accessory dwelling units is an appropriate mechanism to properly balance the need for additional affordable housing with the need to maintain existing community character and neighborhood quality of life.

(D) Accessory dwelling units may be referred to as efficiency, studio, or single, and be of any room count and configuration allowed by applicable development standards and building codes. A junior accessory dwelling unit is established by Cal. Gov't Code Section 65852.22 and is considered a separate use under the provisions of section 16-467.2.

(E) For purposes of these regulations, references to "director" shall mean the community development director.

(Ord. No. 2914, 2925, 2959, 2984)

SEC. 16-465.1. TYPES OF ACCESSORY DWELLING UNITS.

An accessory dwelling unit is classified as one of the following nine types:

(A) Type 1: New detached accessory dwelling unit-only structure with or without garage. Purpose and intent: Development of an accessory dwelling unit in a new structure fully separate from the existing or proposed primary dwelling unit involving no conversion of existing structures or attachments to the existing structures. All construction is to occur on the same legal parcel as the existing or proposed primary dwelling unit.

(B) Type 2A: Conversion of an existing detached legal accessory structure to an accessory dwelling unit. Purpose and intent: Conversion of an existing detached garage or accessory structure to an accessory dwelling unit with no changes to or attachment to the primary dwelling unit. All construction is to occur on the same legal parcel as the existing primary dwelling unit.

(C) Type 2B: Conversion of a primary dwelling unit's attached garage to an accessory dwelling unit. Purpose and intent: Conversion of only the primary dwelling unit's attached garage to an accessory dwelling unit with no conversion of the primary dwelling unit area or attachment to the primary dwelling unit. All construction is to occur on the same legal parcel as the existing primary dwelling unit.

(D) Type 2C: Conversion of existing non-residential structure to a primary dwelling unit with an accessory dwelling unit. Purpose and intent: Conversion of an existing non-residential structure to a primary dwelling unit with an internal or detached accessory dwelling unit. The project could include an addition. All construction is to occur on the same legal parcel as the existing structure.

(E) Type 3: Accessory dwelling unit attached to an existing primary dwelling unit. Purpose and intent: New construction of an accessory dwelling unit attached to the existing primary dwelling unit with no conversion of the primary dwelling unit interior living area. All construction is to occur on the same legal parcel as the existing primary dwelling unit.

(F) Type 4: Accessory dwelling unit fully within an existing primary dwelling unit. Purpose and intent: Conversion of only the existing primary dwelling unit habitable areas to create an accessory dwelling unit involving no attachment or conversion of attached or detached garage(s). All construction is to occur on the same legal parcel as the existing primary dwelling unit.

(G) Type 5: Junior accessory dwelling unit. Purpose and intent: Conversion of existing primary dwelling unit habitable area (i.e. bedroom) to a small junior accessory dwelling unit. All construction is to occur on the same legal parcel as the existing primary dwelling unit.

(H) Type 6: Conversion of multifamily non-habitable areas. Purpose and intent: Conversion only of existing multi-family structure non-habitable areas (i.e. passageways, attics, and/or garages) to one or more accessory dwelling units, and allows not more than two detached accessory dwelling units, with the total accessory dwelling units not to exceed 25% of the existing number of multi-family units in the structure within the same project area. Junior accessory dwelling units are not allowed in multi-family structures.

(I) Type 7: Mixed accessory dwelling unit types 1 to 4. Purpose and intent: Development of an accessory dwelling unit that is a mix of types 1, 2A, 2B, 2C, 3, and/or 4 with an existing or proposed primary dwelling unit on one legal parcel. A junior accessory dwelling unit is allowed as a separate type 5 application.

(Ord. No. 2984)

SEC. 16-466. MINISTERIAL CONSIDERATIONS.

(A) Types 1, 2A, 2B, 3, 4, 5, 6 and 7 - If the director receives an application to construct an accessory dwelling unit or junior accessory dwelling unit and the proposal meets all of the requirements of the city code, then within 60 days of the

director receiving an application for the accessory dwelling unit or junior accessory dwelling unit, the director shall ministerially approve the application without a hearing.

(B) Type 2C and 7 - If the director receives an application to convert an existing non- residential structure to a residential use that includes a type 2C accessory dwelling unit, the application shall follow applicable permitting for the conversion of an existing non-residential structure to a residential use, and the application can include an accessory dwelling unit as an allowed use, but the 60-day permit approval period does not commence until the date on which the converted structure has received permit approval by the community development department.

(C) The 60-day statutory permit approval period commences when the accessory dwelling unit or junior accessory dwelling unit application and plans are in the city's possession and deemed complete.

(D) An accessory dwelling unit or junior accessory dwelling unit permit application may be denied ministerially under any one of the following situations:

(1) Plan check corrections remain unaddressed at day 60 and/or plans and/or responses to corrections remain in non-compliance with applicable codes.

(2) Development of the accessory dwelling unit or junior accessory dwelling unit would create a life-safety hazard.

(3) The location of the proposed accessory dwelling unit is within a district designated by the city council as an area where development of accessory dwelling units are not allowed based on adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(E) Historic district or historic landmark designation - Applications for an accessory dwelling unit or junior accessory dwelling unit within a designated historic district or on a parcel with a historic landmark designation by the City of Oxnard, County of Ventura, State of California, and/or U.S. Department of the Interior, or on a property that is within the 2005 Downtown Oxnard Historic Resources Survey area, the application will default to applicable cultural heritage permitting procedures for development in that location, except that the accessory dwelling unit or junior accessory dwelling unit application and use is allowed pursuant to Cal. Gov't Code Section 65852.2. If a junior accessory dwelling unit application indicates no changes to the exterior of a dwelling unit, the cultural heritage permitting procedures may be waived by the director.

(F) An accessory dwelling unit may be proposed and constructed concurrently with construction of an addition to the primary dwelling unit that, by and of itself, meets applicable zoning district development standards for the primary dwelling unit. The minimum and maximum allowed accessory dwelling unit floor areas shall be based on the total size of the primary dwelling unit plus any additions integrated within only the primary dwelling unit habitable area.

(G) An application for an accessory dwelling unit that does not comply with applicable standards (section16-467) applicable type standards (section 16-467.1,16-467.2, or 16-467.3), and the proposed project does not otherwise meet criteria for a standards variance per chapter 16, article VII, division 5, sections 16-565 to 16-569, inclusive, may request that an accessory dwelling unit application be removed from the statutory-by-right 60-day building permit process and submit an application for a development design review planning permit pursuant to section 16-525 under which the accessory dwelling unit application is not considered ministerial and the 60-day statutory permitting period does not apply.

(H) A nonrefundable fee in the amount set by city council resolution shall be paid upon the filing of an application for an accessory dwelling unit or a junior accessory dwelling unit. Applications may incur additional fees imposed pursuant to this code or other applicable regulations.

(Ord. No. 2914, 2925, 2959, 2984)

SEC. 16-467. GENERAL STANDARDS FOR ALL ACCESSORY DWELLING UNITS.

Except as provided in section 16-469, ("Fire Safety Exception to Setback Requirements for Accessory Dwelling Units") or as stipulated in section 16-467.1, 16-467.2, or 16-467.3, accessory dwelling units shall meet or exceed all of the following standards.

(A) Functional areas - The accessory dwelling unit shall comply with all applicable habitability standards. The accessory dwelling unit shall contain an independent kitchen facility that shall include the following features: (i) sink; (ii) refrigerator of more than five-cubic feet capacity; and (iii) range or cooktop. The accessory dwelling unit shall include a separate bathroom with sink, toilet, and bathing facility; and separate or combined living and sleeping areas.

(B) Foundation - The accessory dwelling unit shall be constructed on a permanent foundation, complying to the California Building Standards Code.

(C) Architecture - An attached or detached accessory dwelling unit shall comply with the architectural standards of section 16-23 and shall be of materials, colors and in a style which are each compatible with the primary residence, or as reasonable as determined by the director.

(D) Public utility connection fees, meters, and capacity upgrades - The accessory dwelling unit shall be served by adequate public utility facilities including, but not limited to, electric, sewer, water and streets, as certified by the public works director.

(1) Accessory dwelling units shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer

service.

(2) New utility connection or payment of impact fees shall not be required for an accessory dwelling unit of less than 750 gross square feet.

(3) Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Impact fees for an ADU of 750 square feet or more on a lot with a multifamily dwelling shall be charged at the adopted multi-family rate appropriate for the construction type. For purposes of this division, impact fee does not include City of Oxnard water or sewer connection fees or capacity charges.

(4) A new utility service meter shall only be required for a type 1 accessory dwelling unit, type 2A if the detached garage is not already connected to the primary residence utility service, or type 2C if a structure is not already connected.

(5) Existing water and wastewater service laterals and/or lines and/or meters may be required to upgrade to a capacity that includes the accessory dwelling unit.

(E) Separate entrances - The accessory dwelling unit shall have one entrance separate from the entrance to the primary dwelling unit. Only one of the entrances may be visible from the front yard of the primary dwelling unit unless the primary dwelling unit and accessory dwelling unit entrances are designed in a manner that maintains the appearance of a single-family dwelling. An entrance leading to a foyer with entrances leading from the foyer to the primary dwelling unit and the accessory dwelling unit is allowed. An accessory dwelling unit shall have one primary entrance similar in design to that of the primary dwelling unit. Secondary exterior access including sliding doors, french doors, and the like, may be provided in accordance with applicable development standards.

(F) Occupancy by owner - For accessory dwelling units permitted between January 1, 2020 and December 31, 2024, the primary residence or the accessory dwelling unit is not required to be occupied by the property owner.

(G) Recorded agreement - Beginning on January 1, 2025, unless otherwise changed by State law, before a certificate of occupancy is issued for the accessory dwelling unit, an agreement affecting real property shall be recorded against the property that imposes specific restrictions on the property including occupancy by owner of the property. The language of the agreement affecting real property shall be approved by the City of Oxnard prior to its recordation.

(H) Not for sale - The accessory dwelling unit shall not be sold or offered for sale separately from the primary dwelling unit, unless specifically allowed by State law.

(I) Rentals - The accessory dwelling unit and/or the primary dwelling unit may be rented. Rental terms shall be 30 days or longer.

(J) Only one accessory dwelling unit - Not more than one accessory dwelling unit may be constructed on any legally existing lot or combinations of lots that are developed as one residential use. A junior accessory dwelling unit may also be allowed pursuant to section 16-467.2.

(K) Sprinklers - Fire sprinklers are required for any accessory dwelling unit if they are required for the primary dwelling unit.

(L) Building code - All building standards code requirements that apply to detached dwellings apply to accessory dwelling units.

(M) Maximum height - Maximum height of the accessory dwelling unit is the greater of the underlying zone designation, the existing height of an existing accessory structure being converted to an accessory dwelling unit, or the height allowed by a permit approving the conversion of a non-residential structure to a residential use and an accessory dwelling unit.

(N) Minimum size - The minimum size of an accessory dwelling unit shall be the same as an efficiency unit consistent with the meaning of Cal. Health & Safety Code Section 17958.1.

(O) Side, rear, and front yard setbacks - All otherwise applicable setback requirements shall apply except:

(1) The minimum required side and rear yard setback for an existing legal structure that encroaches into a required side or rear setback that is to be converted into an accessory dwelling unit shall be equivalent to the existing legal structure's exterior walls that come nearest the property line and coterminous with the length of the encroachment.

(2) The minimum required side and rear yard setback for new development is four feet for an accessory dwelling unit unless a larger setback is required for safety access purposes per section 16-467.

(3) The front yard setback remains that of the underlying zoning on the applicant property.

(P) Development standards that do not apply - The following development standards do not apply to accessory dwelling units and are not to be considered in the application review:

(1) Minimum lot size;

(2) Minimum open space requirement;

(3) Minimum patio/balcony dimensions;

(4) Density and/or floor area ratio; and

(5) Interior yard space standards.

(Ord. No. 2914, 2925, 2959, 2984, 3034)

SEC. 16-467.1. TYPES 1, 2A, 2B, 2C, 3 and 4 STANDARDS.

Except as provided in section 16-469, ("Fire Safety Exception to Setback Requirements for Accessory Dwelling Units"), types 1, 2A, 2B, 2C, 3 and 4 accessory dwelling units shall meet or exceed all of the following standards:

(A) Zoning compliance - Except as otherwise provided herein, the primary dwelling units and the accessory dwelling unit shall meet current applicable requirements for the zone in which the primary dwelling unit and the accessory dwelling unit are located. The accessory dwelling unit shall not be considered when calculating the maximum number of dwelling units permitted by the underlying zone designation.

(B) Residentially zoned - Accessory dwelling units are allowed in the following zones: R-1, R-1-PD, R-1-7-PD, R-10-PD, R-1-8-PD ("Single-Family"); R-2, R-2-PD ("Multiple-Family"); R-3, R-3-PD ("Medium Density Residential"); and R-4 ("Medium-High Residential Density").

(C) Commercial and mixed-use zoned - Accessory dwelling units are allowed in the following zones if the lot is developed with only one legal primary dwelling unit: C-1 ("Neighborhood Shopping Center"); C-2 ("General Commercial"); and DT-E ("Downtown Edge").

(D) Single-family dwelling - There must be an existing legal or proposed single-family dwelling on the lot.

(E) Passageways and patio covers - No passageway, breezeway, or other type of covered passageway that is not fully enclosed and/or conditioned space shall be allowed to connect the primary dwelling unit to a detached accessory dwelling unit. A patio cover attached to an accessory dwelling unit may be approved that complies with the applicable accessory dwelling unit setbacks and required separation from other structures. The patio cover area shall not be counted as part of the accessory dwelling unit floor area.

(F) An ingress/egress addition not to exceed 150 square feet may be attached to a type 2A, 2B, or 4 accessory dwelling unit. The ingress/egress addition must comply with a minimum four-foot side and rear yard setback.

(G) Maximum gross floor area.

(1) Type 1: New detached accessory dwelling unit - only structure with or without garage - the permissible floor area shall not be more than 1,200 gross square feet.

(2) Type 2A: Conversion of an existing detached legal accessory structure to an accessory dwelling unit - maximum permissible floor area shall not be more than 1,200 gross square feet.

(3) Type 2B: Conversion of a primary dwelling unit's attached garage to an accessory dwelling unit - maximum permissible floor area shall not be more than the size of the existing garage.

(4) Type 2C: Conversion of an existing non-residential structure to a primary dwelling unit with an accessory dwelling unit - for a detached accessory dwelling unit the maximum size shall not be more than 1,200 gross square feet. An accessory dwelling unit that is attached to the primary dwelling unit shall not exceed 50% of the size of the primary dwelling unit; except that the maximum size shall not be less than 850 square feet for a one-bedroom or 1,000 square feet for two or more bedroom accessory dwelling unit.

(5) Type 3: Accessory dwelling unit attached to an existing primary dwelling unit - maximum permissible size shall not exceed 50% of the size of the primary unit; except that the maximum size shall not be less than 850 square feet for a one-bedroom or 1,000 square feet for two or more bedroom accessory dwelling unit.

(6) Type 4: Accessory dwelling unit fully within an existing primary dwelling unit - no maximum size except that the accessory dwelling unit shall be the smaller of the two dwelling units and the minimum floor area of both the primary and accessory dwelling units shall be no less than that of an efficiency unit consistent with the meaning of Cal. Health & Safety Code (HSC) 17958.1.

(Ord. No. 2984)

SEC. 16-467.2. TYPE 5 JUNIOR ACCESSORY DWELLING UNIT STANDARDS.

Except as provided in section 16-469, ("Fire Safety Exception to Setback Requirements for Accessory Dwelling Units"), a type 5 junior accessory dwelling units shall meet or exceed all of the following standards:

(A) Zoning compliance - Except as otherwise provided herein, the primary dwelling unit and the junior accessory dwelling unit shall meet current applicable requirements for the zone in which the primary dwelling unit and the junior accessory dwelling unit are located. The junior accessory dwelling unit shall not be considered when calculating the maximum number of dwelling units permitted by the underlying zone designation.

(B) Residentially zoned - Junior accessory dwelling units are allowed in the following zones: R-1, R-1-PD, R-1-7-PD, R-10-PD, R-1-8-PD ("Single-Family"), R-2, R-2-PD ("multiple- family"); R-3, R-3-PD ("Medium Density Residential"); and R-4 ("Medium-High Residential Density").

(C) Commercial and mixed use zoned - Accessory dwelling units are allowed in the following zones if the lot is developed

with only one legal primary dwelling unit C-1 ("Neighborhood Shopping Center"), C-2 ("General Commercial"); or DT-E ("Downtown Edge").

(D) Single-family dwelling - There must be an existing legal or proposed primary single- family dwelling on the lot.

(E) Minimum gross floor area - 70 square feet for one person, 220 square feet for two persons consistent with Cal. Health & Safety Code Section 17958.1.

(F) Maximum gross floor area - Permissible floor area shall not be more than 500 gross square feet.

(G) Conversion of habitable space and/or converted attached garage - The junior accessory dwelling unit shall consist only of primary dwelling unit habitable area, such as a bedroom, and/or conversion of all or a portion of an attached garage so that the junior accessory dwelling unit is fully within the existing footprint of the primary dwelling unit and its attached garage, except that an ingress/egress addition not to exceed 150 square feet may be attached to the type 5 junior accessory dwelling unit. The ingress/egress addition must comply with a minimum four-foot side and rear yard setback.

(H) Kitchenette - Minimum requirements are a hot and cold water sink, 4.5-cubic-foot refrigerator, two ground fault circuit interrupter outlets, 8 square feet of counter space, and 5 linear feet of cabinet space.

(I) Bathroom or bathroom access - Full bathroom or continuous access to a full bathroom via a common door to the primary unit that includes sink, toilet, and bathing facility. Bathroom access that requires crossing through an outdoor area is not allowed. A bathroom with a shower-only facility instead of a bathtub complies. Before a certificate of occupancy is issued for the junior accessory dwelling unit, an agreement affecting real property shall be recorded against the property that imposes specific restrictions on the property including bathroom access for the benefit of the junior accessory dwelling unit. The language of the agreement affecting real property shall be approved by the City of Oxnard prior to its recordation.

(J) Outside entrance - The junior accessory dwelling unit shall have one entrance separate from the entrance to the primary dwelling unit. The outside entrance to the junior accessory dwelling unit shall not be visible from the front yard of the primary dwelling unit unless the primary dwelling unit and junior accessory dwelling unit entrances are designed in a manner that maintains the appearance of a single-family dwelling. An entrance leading to a foyer with entrances leading from the foyer to the primary dwelling unit and the junior accessory dwelling unit is allowed. A junior accessory dwelling unit shall have one primary entrance similar in design to that of the primary dwelling unit. Secondary exterior access including sliding doors, french doors, and the like, may be provided in accordance with applicable development standards.

(Ord. No. 2984)

SEC. 16-467.3. TYPE 6 MULTIFAMILY STRUCTURE STANDARDS.

Except as provided in section 16-469, ("Fire Safety Exception to Setback Requirements for Accessory Dwelling Units"), type 6 multi-family accessory dwelling units shall meet or exceed all of the following standards:

(A) Conversion of multi-family non-habitable areas - Existing non-habitable spaces within a multifamily residential structure such as storage, passageway, attics, or garages may be converted to one or more accessory dwelling units.

(B) Detached - No more than two detached accessory dwelling units are allowed in a legal multi-family structure within the same project area and lot that are either converted existing non- habitable space and/or new construction.

(C) Maximum allowed - The sum of accessory dwelling units that are conversions of non- habitable area (A) and/or detached structures (B) shall not exceed 25% of the pre-existing total legal multifamily dwelling units within the same project area and on the lot.

(D) Junior accessory dwelling units are not allowed in multi-family structures.

(E) Residentially zoned - Accessory dwelling units are allowed in legal multifamily structures in the following zones: R-1, R-1-PD, R-1-7-PD, R-10-PD, R-1-8-PD ("Single-Family"); R-2, R-2-PD ("Multiple-Family"); R-3, R-3-PD ("Medium Density Residential"); and R-4 ("Medium-High Residential Density").

(F) Commercial and mixed use zoned - Accessory dwelling units are allowed in the following zones if the lot is developed with one legal multi-family structure: C-1 ("Neighborhood Shopping Center"), C-2 ("General Commercial"); DT-E ("Downtown Edge"), DT-C ("Downtown Core"), and DT-G ("Downtown General").

(G) Minimum gross floor area - 220 square feet for two persons consistent with Cal. Health & Safety Code Section 17958.1.

(H) Maximum gross floor area - Permissible floor area shall not exceed 1,200 gross square feet.

(I) Entrance location and lighting - An accessory dwelling unit entrance shall not open into a drive aisle or parking space or otherwise place the resident in a vehicular path of travel, and shall have outdoor lighting and a safe and clear pedestrian path to the primary unit's public street frontage to the satisfaction of the director.

(Ord. No. 2984)

SEC. 16-467.4. TYPE 7 APPLICATIONS THAT ARE A MIX OF ADU TYPES.

When a proposed accessory dwelling unit is a combination of two or more accessory dwelling unit types 1, 2A, 2B, 2C, 3, or 4 and 5, the following procedure shall apply to identify the applicable development standards and permitting process:

(A) The applicant shall identify the two or more accessory dwelling unit types being utilized consistent with section16-465.1.

(B) The applicant shall include calculations of the floor area for each type as components of the project.

(C) The director shall utilize the development standards of the accessory dwelling unit type component that has the largest floor area.

(D) A type 5 junior accessory dwelling unit application is a separate application that may be submitted concurrently with a type 7 application.

(Ord. No. 2984)

SEC. 16-468. OFF-STREET PARKING.

(A) Parking requirements - The requirements of city code section16-622(F) (entitled "Schedule of Vehicle-Off-Street Parking Requirements") apply, where not specified in this section.

(B) Off-street parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom, whichever is less. These spaces may be provided as tandem parking.

(C) Off-street parking is not required in any of the following instances when the applicant demonstrates that:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit, including transit stations and bus stations;

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district;

(3) The accessory dwelling unit is a type 2A, 2B, or type 4, constructed entirely within the proposed or existing primary dwelling unit or an attached or detached accessory structure and/or garage;

(4) When on-street parking permits are required by the city but not offered to the occupant of the accessory dwelling unit; or

(5) When there is a car share vehicle use located within one block of the accessory dwelling unit.

(D) Demolished or converted required parking spaces - When a required garage, carport, or covered parking structure for the primary dwelling unit is demolished or converted in conjunction with the construction of an accessory dwelling unit, no replacement parking spaces are required.

(Ord. No. 2914, 2925, 2959, 2984, 3034)

SEC. 16-469. FIRE SAFETY EXCEPTION TO SETBACK REQUIREMENTS FOR ACCESSORY DWELLING UNITS.

Notwithstanding any other provision of this code to the contrary, the director shall not ministerially approve an application for a permit to create an accessory dwelling unit if the accessory dwelling unit side and/or rear setbacks are insufficient for fire safety as determined by the fire marshal.

(Ord. No. 2914, 2925, 2959, 2984)

SEC. 16-469.5. ACCESSORY DWELLING UNIT IN SPECIFIC PLAN ZONES.

Accessory dwelling units are allowed in specific plan use designation zones on legal lots that are developed in a manner equivalent to a zone designation listed within sections 16-467.1, 16-467.2, and 16-467.3 as determined by the director.

(Ord. No. 2914, 2925, 2959, 2984)

SEC. 16-469.6. EXCEPTIONS FOR LARGE LOTS WITH A PROPOSAL FOR NEW PRIMARY DWELLING UNIT.

Notwithstanding any other provision of this code to the contrary, the director shall consider a request for a development design review (DDR) permit to develop a new primary dwelling unit and designate an existing housing unit as the accessory dwelling unit if all of the following apply:

(A) The qualifying legal lot is at least 9,000 square feet;

(B) Contiguous lots must be under the same ownership and shall be required to complete a lot merger;

(C) The existing legal single-family housing unit is not greater than 1,200 square feet in size, not counting an attached or detached garage, or as determined by the director;

(D) The lot complies with zoning designations listed in section16-467(B);

(E) The proposed new housing unit is situated on the lot in compliance with applicable zoning setbacks and uniformly applied development and parking standards;

(F) The proposed new housing unit shall be at minimum of 150% the size of the existing dwelling unit now designated as the accessory dwelling unit, not counting an attached or detached garage; and

(G) That approved plans, certificate of occupancy, and related documents shall reflect that the existing housing unit is classified as the accessory dwelling unit and subject to sections 16-467(F), (I), (J), (L), (M), (O), and (P), and the newly constructed housing unit is classified as the primary unit and subject to sections 16-467(K), (M), and (P).

(H) Nothing in this section shall prevent approval of an application consistent with sections16-465.1 to 16-467.2 herein.

(Ord. No. 2959, 2984)

Nov 5, 2025

City of Oxnard
300 West 3rd St.
Oxnard, CA 93030

By email: Planning@oxnard.org

Cc: city.attorney@oxnard.org; cityclerk@oxnard.org; alexander.nguyen@oxnard.org; jeff.pengilley@oxnard.org; jamie.peltier@oxnard.org; Joe.Pearson@Oxnard.org

Re: Proposed Amendments to the City's ADU Ordinance

Dear Oxnard Planning Commission,

The California Housing Defense Fund ("CalHDF") submits this letter as a public comment regarding item F1 for the Planning Commission meeting of November 6, 2025, an amendment to the City code sections governing the construction of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs").

CalHDF supports the proposed code amendments, as the City's current ADU ordinance does not comply with state law.

However, there are a few remaining legal issues in the proposed ADU ordinance, which the City should correct before it adopts the ordinance.

Background

The law gives local governments authority to enact zoning ordinances that implement a variety of development standards on ADUs. (Gov. Code, § 66314.) The standards in these local ordinances are limited by state law so as not to overly restrict ADU development. (See *id.)* Separately from local ADU ordinances, Government Code section 66323 establishes a narrower set of ADU types that local governments have a ministerial duty to approve. "Notwithstanding Sections 66314 to 66322 ... a local agency shall ministerially approve" these types of ADUs. (*Id.* at subd. (a).) This means that ADUs that satisfy the minimal requirements of section 66323 must be approved regardless of any contrary provisions of the local ADU

ordinance. (*Ibid.*) Local governments may not impose their own standards on such ADUs. (Gov. Code, § 66323, subd. (b) ["A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."].) In addition, ADUs that qualify for the protections of Government Code section 66323, like other ADUs, must be processed by local governments within 60 days of a complete permit application submittal. (Gov. Code, § 66317, subd. (a).)

State law also prohibits creating regulations on ADU development not explicitly allowed by state law. Government Code Section 66315 states, "No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer."

Impermissible Historic Regulations

Code sections 16-465.2(E) and 16-465.6(G) apply historic preservation standards to all ADUs and JADUs on state historic register-designated parcels, including section 66323 ADUs.

However, as discussed *supra*, the City may not impose any design or development standards on ADUs that qualify for the protections of Government Code section 66323, subdivision (a), as such standards are explicitly forbidden by Government Code section 66323, subdivision (b). See pages 18-20 of the HCD's January 2025 ADU Handbook for further information on section 66323 ADUs. For instance, from page 20 of the Handbook, (emphasis added):

> **A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units** that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.)

Historic preservation requirements are exactly the type of local standard that Government Code section 66323, subdivision (b) forbids the City from imposing. The City therefore cannot impose such standards on section 66323 ADUs.

Additionally, many of the standards in 16-465.6(G) are not objective standards. As discussed *supra*, cities may impose only "objective standards" on ADUs. (Gov. Code, § 66314, subd. (b)(1); see also Gov. Code, § 66315 [stating local jurisdictions may only impose standards authorized by section 66314].) "Objective standards" are "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." (Gov. Code, § 66313, subd. (i).)

The following code provisions are not objective and therefore may not be imposed on any ADU:

- Code sections 16-465.6(G)(1) and (4) - regulation of architectural "style"
- Code section 16-465.6(G)(2) - requiring materials to be "consistent in look" with primary residence
- Code section 16-465.6(G)(5) regulation of roof "style"
- Code section 16-465.6(G)(7) - requirement that ADUs be located to "limit the view from public right-of-way to the furthest extent possible"

An applicant cannot know ex ante and with certainty under what circumstances the City will judge a design to be of the appropriate architectural "style" or a "consistent look." Nor can an applicant know ex ante when the City will judge an ADU to be adequately shielded from view.

The City must amend the proposed code to exempt section 66323 ADUs from historic preservation requirements entirely. The City must also amend the proposed code to make its provisions objective.

Impermissible Size Limit for ADUs on Multifamily Parcels

Code section 16-465.5(D)(3) imposes a size limit of 800 square feet on detached section 66323 ADUs on multifamily parcels.

However, Government Code section 66323, subdivision (b) explicitly prohibits the City from applying any local design or development standards to section 66323 ADUs unless those standards are explicitly allowed by section 66323. Because section 66323, subdivision (a) does not include size limits on section 66323 ADUs on multifamily parcels, the City may not impose any size limits such ADUs.

The City must amend its proposed ADU ordinance to remove this impermissible size limitation on detached section 66323 ADUs on multifamily parcels.

Impermissible Permanent Foundation Requirement

Code section 16-465.6(D)(1)(b) requires manufactured homes being used as ADUs to have a permanent foundation.

Government Code section 66313, subdivision (a)(2) allows a manufactured home, as defined by section 18007 of the Health and Safety Code, to serve as an ADU. Section 18007 of the Health and Safety Code states that a manufactured home is "designed to be used as a single-family dwelling **with or without a foundation** when connected to the required utilities ..."

As discussed *supra*, the City may not impose any development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not impose this foundation requirement on section 66323 ADUs.

Government Code section 66323, subdivision (b): "A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units? **A local agency may not impose development or design standards,** including both local standards and standards found in State ADU Law, **on 66323 Units** that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

Given this prohibition on local standards for section 66323 ADUs, the City cannot impose a permanent foundation requirement on manufactured homes when they are used as section 66323 ADUs.

The City should amend its proposed ADU ordinance to specify that the foundation requirement does not apply to section 66323 ADUs.

♦ ♦ ♦

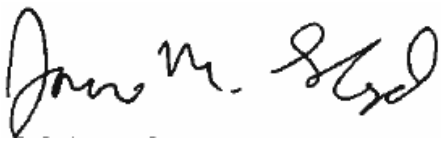
It is laudable that the City is updating its ADU regulations as state law changes. However, the City should make sure that its zoning code for ADUs complies with state law.

CalHDF is a 501(c)(3) non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,



Dylan Casey
CalHDF Executive Director



James M. Lloyd
CalHDF Director of Planning and Investigations

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: Zone Text Amendment and Accessory Dwelling Unit Ordinance

Project Applicant: City of Oxnard

Project Location - Specific: Citywide

Description of Nature, Purpose and Beneficiaries of Project: The project includes amendments to the City's zoning code (Chapter 16) related to accessory dwelling units (ADU) that reflect compliance with changes to California State ADU law, along with other minor zoning code updates to the definitions and process procedures to streamline single-family residential development. Filed by the City of Oxnard Community Development Department, Planning and Environmental Services Division - 214 South C Street, Oxnard, CA 93030.

Name of Public Agency Approving Project (Lead Agency): City of Oxnard, Community Development Department

Name of Person or Agency Carrying Out Project (Applicant): Jamie Peltier, Planning Supervisor, Community Development Department, City of Oxnard

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. State type and section number
- ☐ Statutory Exemptions. State code number
- ☑ Other: CEQA Guidelines 15060(c)(2) and (3) and 15061(b)(3)

Reason(s) why project is exempt: Pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, also known as the "general rule" or "common sense exemption," activities that will not result in direct or reasonably foreseeable indirect physical change in the environment and 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 is limited to updating the existing sections of the Oxnard City Code and will not directly result in any physical development or authorize new uses.

Lead Agency Contact Person: Jamie Peltier, Planning Supervisor, 805-385-7952

_____ _____

Joe Pearson II, AICP Date
Planning and Environmental Services Manager
City of Oxnard

Note: Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Accessory Dwelling Unit Ordinance and Zone Text Amendments

Zone Text Amendment (PZ 25-580-02)

Applicant: City of Oxnard
Jamie Peltier, Planning Supervisor

City Council Hearing
December 16, 2025

CITY OF OXNARD CALIFORNIA

Project Description

Oxnard City Code (OCC) Chapter 16 Zone Text Amendments (ZTA)

- ACCESSORY DWELLING UNITS (ADU)
  - Initiated due to State Law updates
- OTHER MINOR AMENDMENTS
  - Streamline single-family residential development
  - Update some definitions for clarification
  - Remove repetitive language
  - Clarify requirements
  - Change Modification to permits process for consistency

Background

Accessory Dwelling Units

- City of Oxnard ADU History
  - Adopted ordinance in 2016
  - Amended 2017, 2019, 2020, 2023
  - And current proposed amendment (2025)

Oxnard ADU Development

YEAR	BUILDING PERMIT APPLICATIONS RECEIVED	BUILDING PERMITS ISSUED	FINAL INSPECTIONS/ CofO
2023	167	191	73
2024	347	251	134
2025*	271	188	138

*Data through Sept 2025

Zone Text Amendments

Accessory Dwelling Units Cont.

- State laws since 2023 changing ADU requirements requiring amendments to City ordinance
  - **SB 477** - Numbering and formatting
  - **AB 2533** - ADUs/JADUs constructed without permits cannot be denied unless health and safety violation
  - **AB 130 -** Removes financial roadblocks imposed by CC&R or similar documents and removes the authorization for a local agency to impose objective standards on state mandated ADUs
  - **SB 1211** - Parking not required to be replaced when ADU built in place of existing parking (uncovered, garage, carport, etc.) and allows up to 8 ADUs on multifamily properties
  - **AB 1154** - Removes owner occupancy requirement for JADUs
  - **SB 543** - Sets review period to 15 days, 60 day limitation to submit adopted ordinance to the state, clarifies square footage is calculated using interior livable space, and also renumbers certain sections

Zone Text Amendments

Accessory Dwelling Units Cont.

- Repeal existing ordinance
- Reformat OCC section numbering and naming
- Include new and update definitions relating to ADU state law
- Updated language and formatting more aligned with state law
- No new development standards outside of state law and the existing OCC
- Ongoing goal Program 6 of the 2021-2029 Housing Element

Zone Text Amendments

Streamline Single-Family Dwelling Unit Development

- Residential Zone Land Use Matrix - remove Development Design Review Permit requirement (DDR)
  - DDR requires separate Planning review and public hearing
- Permitted and ministerially reviewed with a building permit
- Consistent with ADU process and remains subject to all applicable development standards
- Modify process in OCC Sec. 16-525 - DDR exempting single-family development

Residential Land Use Matrix						
Key: Blank: Not Allowed X: Prohibited Use P: Permitted Use SPR: Site Plan Review SUP: Special Use Permit DDR: Development Design Review Permit						
Land Use	***Zone District***					
	R-1	***R-2***	***R-3***	***R-4***	***MH-PD***	***Notes***
Single-family dwelling conventionally built and of a permanent character. (Separate servants' quarters may be established in connection with single-family dwellings of 9 rooms or larger, exclusive of bathrooms, when such dwellings are located on lots of not less than 10,000 sq. ft.). Development Design Review Permit not required for single-family dwellings.	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P		
Manufactured housing consisting of single-family dwellings constructed by modular manufactured methods or mobile homes certified under the National Mobile Homes Construction and Safety Standards Act of 1974, provided such homes are of a permanent character secured to a permanent foundation.	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P	~~DDR~~ P	SUP	

Zone Text Amendments

Definitions

- Lot configuration:
  - Updated definitions: corner lot, front lot line, front yard, interior lot, interior yard space, key lot, lot, lot depth, rear lot line, rear yard, required yard, reverse corner lot, side yard, through lot, and yard
  - New definitions and figures: lot area (gross, net), lot (flag), and Figure 1: rear lot lines and Figure 2: lot types
- Miscellaneous:
  - Updated definitions: accessory building, accessory structure, accessory use, detached, family, garage, patio, patio cover, and main building
  - New definitions: carport, deck, floor area (gross and net), planning manager, and structure.
  - Deleted definitions: babysitting and frontage

Residential Zones

- Section 16-20 - Remove references to second dwelling units for consistency
- Section 16-21 - Remove repetitive language permit types and refer to Permit Procedures
- Section 16-22 - Remove babysitting use and high-density apartments (refer to multiple family residential), correct typo from traditional to transitional
- Section 16-24 - Remove an architectural standard related to colors matching adjacent single family structures and replace with objective standards. Remove discretionary permit references

Zone Text Amendments

Parking

- Update OCC section for Off-Street Parking Requirements to reference the ADU section

Modifications to Planning Permits

- Change wording from *Special Use Permits* to **Planning Permits**
- Development Design Review Permits, Site Plan Review Permits, and Planned Development Permits can also receive major or minor modifications to the entitlements

Planning Commission

November 6, 2025

- One public comment letter received from California Housing Defense Fund
- No public speakers
- Staff recommended two changes to the ADU ordinance at the meeting
- Commission discussed the public comment letter suggestions
- Planning Commission recommended one additional modification

Planning Commission Recommendations

In response to staff recommendations and public comments received on the item, the Planning Commission recommended three changes to the proposed ADU ordinance, as follows:

1. Removal of the 800 Square Foot Size Limit for ADUs on Multifamily Parcels
2. Removal of Requirement for Permanent Foundation for Manufactured Homes
3. Modification of Historic Preservation Design Standards to make them objective.

Based on the 5-0 vote with added recommendations, the ADU Ordinance has been modified to incorporate those recommendations. No changes have been made to the other ordinances.

General Plan Consistency

Zone Text Amendment will be consistent with the following General Plan goals and policies:

CD-1.5 Housing Variety. Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.

CD-1.7 Compact Development. Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.

CD-2.1 Zoning and General Plan Consistency. Amend the zoning code, zoning map, Coastal Land Use Program, and other land use regulations to make them consistent with the adopted and/or subsequently amended 2030 General Plan.

CD-14.1 Design Review Process. In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans and guidelines.

CD-16.7 Flexibility in Regulation Implementation. Continue to research and amend the zoning code and related regulations in order to allow development to adequately respond to market conditions.

H-2.7 Encourage Accessory Dwelling Units. Allow and encourage development of accessory dwelling units while protecting the character of the surrounding neighborhoods.

H-4.3 Processing. Provide for streamlined, timely, and coordinated processing of affordable residential development projects to minimize land acquisition, holding costs, and/or upfront project development costs.

Environmental Review

- In accordance with Section 15061(b)(3), known as the "general rule" or "common sense exemption" of the California Environmental Quality Act (CEQA) Guidelines as the activities will not result in significant impacts to the environment and the zone text amendment is found to be exempt from the requirements of CEQA because the project includes zone text amendments that do not result in physical development or change in land uses.

- No Exceptions to the Exemptions (§15300.2) apply to defeat the Exemption.

- A Notice of Exemption will be filed.

Recommendation

Recommendations:
That the City Council:

a) Conduct a Public Hearing; and

b) Find the Project to be Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (General Rule); and

c) Approve the first reading by title only and waive further reading of the proposed ordinance titled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-465 ACCESSORY DWELLING UNITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030; and

Recommendation (Cont.)

Recommendations: That the City Council:

d) Approve the first reading by title only and waive further reading of the proposed ordinance titled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-20 THROUGH 16-24 AND DEVELOPMENT DESIGN REVIEW PERMIT §16-525 TO STREAMLINE DEVELOPMENT OF SINGLE-FAMILY DWELLING UNITS AND CONSOLIDATE PERMIT PROCEDURES FOR RESIDENTIAL ZONES TO OXNARD CITY CODE ARTICLE VII. PERMIT PROCEDURES. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030; and

e) Approve the first reading by title only and waive further reading of the proposed ordinance titled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING CHAPTER 16 (ZONING) OF THE OXNARD CITY CODE §16-10 DEFINITIONS, § 16-622 SCHEDULE OF OFF-STREET PARKING REQUIREMENTS, AND §16-560 THROUGH 16-561.1 MODIFICATIONS TO SPECIAL USE PERMITS. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030

End of Staff Presentation

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.1

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Agreement with Axon International, Inc.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a five-year contract (#32600172) with Axon International, Inc. (Axon), not to exceed $3,741,716.47 over five (5) years for body-worn cameras, less-lethal force equipment, and related services and subscriptions.

Please click on the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/mgexRy-us0w

BACKGROUND

In March of 2016, the City Council approved the original agreement with Axon, in the amount of $375,608.65. The agreement was for the acquisition of fifty (50) body-worn cameras (BWC's), with an Officer Safety Plan (OSP). The OSP included BWC's and Taser Conducted Energy Devices (Taser CED's). The equipment and software indicated within the agreement is described later in this report.

In September of 2016, the City Council approved the First Amendment to the Agreement, in the amount of $729,808.27, for the acquisition of one hundred (100) additional BWC's, including the above-mentioned OSP.

In March of 2018, the City Council approved the Second Amendment to the Agreement, in the amount of $268,973.55 for the acquisition of fifty (50) additional BWC's. This purchase did not include an OSP, thus Taser CED's were not included.

On March 17, 2020, the City Council approved a Third Amendment to the Agreement, which made the following changes to the existing contract: 1) Added sixty-six (66) licensed users to Evidence.com, 2) Added Redaction Assistant software, 3) Added eighty (80) units of Signal Vehicle for patrol vehicles, 4) Added a video recording system for six (6) interview rooms at the Police Department's headquarters, and 5) Added the acquisition of fifty (50) Taser CED's.

In April of 2021, the Fourth Amendment consolidated all contracts with Axon into the existing Agreement (A-7858), and included the following changes: 1) Updated all licenses within the Evidence.com evidentiary management system (Auto-Tagging and Redaction Assistant included), 2) All Taser CEDs upgraded to the latest Taser 7 CED model, and 3) Added Axon Air software for the Police Department's Uncrewed Aerial Systems (UAS). All licenses and features within Evidence.com and the upgrade to Taser 7 CED were part of the upgraded Officer Safety Plan 7 (OSP7).

The Fifth Amendment addressed a minor error in the language of the Fourth Amendment, which was written to increase

the contract “to” $2,451,318.01. The Fifth Amendment corrected the language to increase the agreement “by” $2,451,318.01, increasing the total amount of the agreement to $4,102,311.26. These additional funds were already budgeted using the State Supplemental Law Enforcement Fund (SLESF) at the time the Fourth Amendment was executed. The five-year contract with Axon, which expires at the end of FY 25-26.

DISCUSSION

The current contract includes 218 body-worn cameras (BWC’s) and 218 Taser 7 CED's. All sworn personnel from the rank of sergeant and below are issued BWC's and Taser CED's. Some booking officers are also issued BWC's. The Police Department’ has 242 funded and authorized sworn officer positions. Progress has been made to reduce vacancies, which means that at the time of this report the current allotted number of BWC's and Taser CED's will not cover the eleven (11) academy recruits upon their entry into field training in April 2026. As such, the Police Department needs to increase the number of BWC's and Taser CED's from 218 to 230 in order to cover the number of officers who require a BWC and Taser CED, which is based on their assignment.

The proposed new five-year contract includes all items from the previous contracts and amendments approved by the City Council, in addition to the following: 1) An increase in the number of BWC’s, 2) The addition of vehicle-mounted dashboard cameras, and unlimited transcription and translation features. Additionally, the Taser CED model will be updated from the Taser CED 7 to the Taser CED 10.

<u>Body Worn Cameras and Conducted Energy Devices: Critical Public Safety Equipment</u>

Body worn cameras (BWC's) are portable audio-video recording devices, typically affixed to a uniform or clothing to capture events and interactions from their point of view. These devices are widely used by law enforcement personnel and other professionals in public-facing roles to provide an objective record of incidents, interactions, and evidence.

BWC’s have been shown to have a positive impact on the public’s perception and confidence in law enforcement. BWC’s lend to improving police-community interactions, as well as promoting transparency. They are regarded as equipment that is essential, even critical, in contemporary policing. BWC's provide a number of benefits to both law enforcement officers and community members, such as:

- Increasing accountability and transparency: BWC's provide an objective record of interactions, helping to hold both officers and members of the public accountable for their actions. This can lead to reductions in complaints and use-of-force incidents.
- Enhancing evidence collection: The video captured by BWC's serves as strong, objective evidence for criminal investigations and prosecutions, corroborating witness and officer testimony and potentially leading to quicker resolutions.
- Improving officer and community behavior: The knowledge that an interaction is being recorded can deter confrontational or aggressive behavior, promoting civility and improving overall safety.
- Improving training: BWC video can be used to review and debrief specific incidents, identify areas for improvement in officer conduct and decision-making, and reinforce best practices.
- Improving transparency: BWC's can help build public confidence in law enforcement agencies and improve community relations, as video may be released to the public by an agency. Video may also be obtainable through public record requests.
- Improving efficiency and reducing costs: By decreasing complaints and use-of-force incidents, and leading to quicker case resolutions, BWC's can reduce the costs associated with litigation and internal investigations.

Conducted energy devices (CED's) are a "less lethal" force alternative, allowing officers to manage violent or hostile situations without resorting to deadly force. When used, a CED temporarily incapacitates a subject by using an electrical current. The primary benefits of CED's are that their use can significantly reduce the odds of injury to both suspects and officers compared to other methods like physical force, chemical irritant sprays, or baton strikes. In many cases, the use of a CED has prevented officer-involved shootings from occurring. Like BWC's, CED's are equipment that serves an essential, or even critical, purpose, and provides a number of benefits:

- De-escalation: The mere presence of a drawn CED, or a verbal warning of its use, often leads to suspect compliance, preventing the need for any physical application of force.
- Effective incapacitation: CED's can quickly and effectively stop an actively resistant individual, allowing officers to safely control and arrest them.
- Lower risk of fatalities: Compared to conventional firearms, CED's offer a means to control a violent suspect while minimizing the risk of death or serious, permanent injury to the suspect, officers, or bystanders.
- Force option spectrum: CED's provide law enforcement with a broader range of choices for responding to a situation proportionally to the threat encountered.

Axon offers a number of additional features that further enhance safety or increase efficiencies. The following features are those which the Police Department either seeks to continue with, or add in the proposed agreement.

Evidence.com

Evidence.com is a cloud-based system that consolidates digital files, making them easy to manage, access, and share while maintaining security and chain of custody. Attached to each BWC are the Auto-tagging and Redaction Assistant license features within Evidence.com. Auto-tagging of BWC footage automatically connects an officer's BWC footage with its respective call for service in the Police Department's Computer-Aided Dispatch (CAD) system. Because officers can have in excess of twenty recorded contacts per shift, this feature saves time and reduces errors. Prior to releasing BWC video to requestors, such as materials requested through Public Records Act requests, it is necessary to redact the videos to ensure that privacy and confidentiality matters are respected. Axon's Redaction Assistant software automatically identifies and tracks faces, screens, and license plates in a video. Redaction Assistant reduces the time required to redact a BWC video by approximately 90% compared to conventional manual video redaction methods. This saves a tremendous amount of staff time, and is an efficiency multiplier.

Axon Unlimited Transcription

This feature includes two modules: Review Assistant and Transcription Assistant. Users can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence's audio. This allows a user to click on a word spoken in the evidence file and be taken immediately to that point in the video. Transcription Assistant generates a transcript of an entire video. A user can use this feature to speed up the process of creating a transcript by correcting any errors in the generated transcript, rather than typing a transcript manually from scratch. This feature is an efficiency multiplier, as it saves users significant time. This feature is being offered in the proposed agreement at no additional cost.

Axon Assistant

This feature provides live translation via the Axon Body 4 camera. This service has over fifty (50) languages currently supported, including Spanish. Officers can quickly and effectively communicate directly with non-English-speaking community members. The system provides two-way translation between the officer and non-English-speaking citizens. This feature is being offered in the proposed agreement at no additional cost.

Axon Interview Room

The Police Department has six (6) interview rooms in its headquarters building, all of which currently use Axon Interview Room. Axon Interview Room uses cameras and microphones to record interviews and interrogations conducted within the equipped rooms. The recordings can be streamed live and shared with other detectives and District Attorney Investigators to support more effective interviews and interrogations. These sometimes lengthy recordings can then be uploaded directly into Evidence.com.

Axon Fleet 3

This is a purpose-built, in-car video system that captures audio and video within and outside the vehicle. Axon Fleet 3 offers comprehensive evidence capture features that support incident documentation. The system also leverages Automatic License Plate Recognition (ALPR) technology to quickly gather information from license plate reads. Axon

Fleet 3 comes equipped with Axon Signal technology that remotely starts a recording when a specific action is taken or a device is engaged. The total price for Axon Fleet 3 is $785,233.60 over the five-year period.

Axon Air

Uncrewed Aerial Systems (UAS), more commonly known as drones, are rapidly changing modern policing strategies. The Police Department's UAS program has been operational since November of 2019, and has proven to be a great public safety asset. During these past six years, drones have been used to address dangerous tactical situations, significantly increasing the safety for the officers involved, and members of the public, as they allow for more de-escalation options. Axon Air provides real-time situational awareness by allowing personnel to view live drone video feeds. This is essential to promoting better and safer tactical decision-making. The ten (10) Axon Air licenses being added for the pilots will also provide unlimited storage of drone footage in Evidence.com, which was previously a growing cost concern. The cost for Axon Air is $74,656.50 over the five-year period.

Taser Conducted Energy Devices

CED's have been a primary less-lethal option for Oxnard PD officers for nearly 20 years. Axon is currently a predominant leader in CED technology. Their CED system has continuously evolved, and as technology improved, the Department has periodically upgraded Taser CED's, progressing from the 1999 M26 model to the 2003 X26 model, the X26P model introduced in 2013, and, currently, to the Taser 7. The Taser 10 was implemented in 2023, and offers officers greater technological advancements over the Taser 7. Some patented proprietary features include:

- The ability to activate all Axon BWCs with a radius of approximately 20 feet when a Taser is activated.
- Increased maximum range from 21 feet with the Taser 7, to 45 feet with the Taser 10.
- The Taser 7 offers two (2) cartridges in the device, while the Taser 10 is equipped with ten (10) individually targeted probes, providing better effectiveness. This also provides considerably more opportunities to stop a threat with the Taser CED.
- The individually targeted probes offer greater accuracy, increasing officer safety and public safety.
- The Taser probes have been improved to fly straighter and faster to increase the odds of connecting through heavy clothing.
- The Taser 10 can connect to the Axon network, to enable easier inventory management, firmware updates, uploading of device logs, and evidence collection.

The Taser CED (current and previous models) have a proven track record of effectiveness. Considering recent legislative changes that have further restricted force options for officers, it is imperative that officers are equipped with a less lethal tool that increases safety, and may assist with de-escalating high-stress and potentially violent encounters.

Product	Year 1	Year 2	Year 3	Year 4	Year 5
Taser 10	$238,110.26	$238,110.26	$238,110.26	$238,110.26	$238,110.31
Body Cameras + Evidence Storage	$343,698.57	$343,698.57	$343,698.57	$343,698.57	$343,698.55
Interview Rooms	$22,445.82	$22,445.82	$22,445.82	$22,445.82	$22,445.76
Drone Evidence Storage + Flight Management Software (Axon Air)	$14,931.36	$14,931.36	$14,931.36	$14,931.36	$14,931.36
In-Car Cameras (Fleet 3)	$157,046.71	$157,046.71	$157,046.71	$157,046.71	$157,046.76
Transfer Credits	($159,447.15)				
Translation	$0.00	$0.00	$0.00	$0.00	$0.00

Transcription	$0.00	$0.00	$0.00	$0.00	$0.00
Totals	$616,785.57	$776,232.72	$776,232.72	$776,232.72	$776,232.74

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

The total cost of this contract is estimated to be $3,721,716.47. The overall first-year cost for the new five-year contract is $616,785.57; years 2–4 will be $776,232.72, and year 5 will be $776,232.74. The request is not to exceed $3,741,716.47 to account for any unforeseen expenses related to per-aircraft (drone) licensing costs. The subscription price is based on aircraft type and may fluctuate with changes to the current drone aircraft inventory over the duration of the contract.

Subject to the approval of the Federal Asset Forfeiture funds appropriation, this Agreement will be funded by the federal Asset Seizure fund and existing General Fund Police operating budget. Future years' funding will be incorporated into the annual budget process.

For Finance Use only: General Fund (Org. 1012111 Obj. 53200), Federal Asset Seizure Fund (Org. 1912131 Obj. 52400, 53200, and 56040) Project M2005.

COMMITTEE OUTCOME

This item did not originate in Committee, as it had external deadlines imposed on the City (Resolution 15,851). By entering into a new five-year contract prior to January 2026, Axon will guarantee 2025 pricing, reducing the cost by approximately $504,000 over the new five-year contract. Axon indicated that there will be a price increase of approximately 4%-12 % if a new contract is executed in 2026. Axon can also provide Taser 10 CED pricing at the same rate as current Taser 7 CED pricing. Additionally, Axon has included the above-described Unlimited Transcription and Translation features at no additional cost. The combined value of both Unlimited Transcription and Translation is $311,000.

Prepared by: Cody Collet, Police Commander

ATTACHMENTS

1. Oxnard Police 5 Year Quote - 10.30
2. Axon Agreement_
3. Presentation

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-762640-45960LG

Issued: 10/30/2025

Quote Expiration: 12/01/2025

Estimated Contract Start Date: 03/01/2026

Account Number: 106280

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Oxnard Police Dept. - CA 251 S C St Oxnard, CA 93030-5711 USA	Oxnard Police Dept. - CA 251 S C St Oxnard CA 93030-5711 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lauren Gauer Phone: 480-580-3639 Email: lgauer@axon.com Fax:	Jason Benites Phone: (805) 385-7626 Email: Fax: 1(805) 3857790

Quote Summary

Program Length	60 Months
TOTAL COST	$3,611,131.45
ESTIMATED TOTAL W/ TAX	$3,721,716.47

Discount Summary

Average Savings Per Year	$286,303.91
TOTAL SAVINGS	$1,431,519.53

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	$594,668.57	$22,117.00	$616,785.57
Feb 2027	$754,115.72	$22,117.00	$776,232.72
Feb 2028	$754,115.72	$22,117.00	$776,232.72
Feb 2029	$754,115.72	$22,117.00	$776,232.72
Feb 2030	$754,115.72	$22,117.02	$776,232.74
Total	**$3,611,131.45**	**$110,585.02**	**$3,721,716.47**

Quote Unbundled Price:	**$5,042,689.00**
Quote List Price:	**$4,869,608.20**
Quote Subtotal:	**$3,611,131.45**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			$1.00	($159,447.15)	($159,447.15)	$0.00	($159,447.15)
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	29	60	$42.89	$62.52	$37.51	$65,267.40	$2,716.80	$67,984.20
BWCamTAP	Body Worn Camera TAP Bundle	230	60	$25.97	$33.80	$20.28	$279,864.00	$10,478.53	$290,342.53
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	230	60	$105.46	$86.66	$80.16	$1,106,208.00	$70,343.40	$1,176,551.40
Fleet3B	Fleet 3 Basic	55	60	$183.18	$166.82	$166.82	$550,506.00	$23,494.60	$574,000.60
IR1CB	Interview Room 1 Camera Essential	5	60	$313.64	$307.43	$307.43	$92,229.00	$1,800.12	$94,029.12
A la Carte Hardware									
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1			$64.00	$64.00	$64.00	$5.92	$69.92
74116	AXON INTERVIEW - COVERT ENCLOSURE	1			$110.00	$110.00	$110.00	$10.18	$120.18
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1			$209.00	$209.00	$209.00	$19.33	$228.33
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1			$356.00	$356.00	$356.00	$32.93	$388.93
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1			$700.00	$700.00	$700.00	$64.75	$764.75
50322	AXON INTERVIEW - TOUCH PANEL PRO	1			$2,532.00	$2,532.00	$2,532.00	$234.21	$2,766.21
H00001	AB4 Camera Bundle	13			$899.00	$899.00	$11,687.00	$1,081.05	$12,768.05
H00002	AB4 Multi Bay Dock Bundle	2			$1,638.90	$1,638.90	$3,277.80	$303.20	$3,581.00
A la Carte Software									
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	230	60		$22.57	$0.00	$0.00	$0.00	$0.00
102011	AXON AI ASSISTANT	230	60		$32.55	$0.00	$0.00	$0.00	$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	60		$28.21	$28.21	$1,692.60	$0.00	$1,692.60
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	60		$111.75	$111.75	$6,705.00	$0.00	$6,705.00
100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	60		$75.00	$75.00	$9,000.00	$0.00	$9,000.00
100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	60		$141.67	$141.67	$17,000.40	$0.00	$17,000.40
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	60		$32.76	$32.76	$19,656.00	$0.00	$19,656.00
100580	AXON AIR - DRONESENSE UAS (CLASS 2)	2	60		$241.67	$241.67	$29,000.40	$0.00	$29,000.40
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	230	60		$5.42	$5.42	$74,796.00	$0.00	$74,796.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	230	60		$10.85	$10.85	$149,730.00	$0.00	$149,730.00
73618	AXON COMMUNITY REQUEST	230	60		$10.85	$10.85	$149,730.00	$0.00	$149,730.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	230	60		$10.85	$10.85	$149,730.00	$0.00	$149,730.00
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	55	60		$64.01	$64.01	$211,233.00	$0.00	$211,233.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	230	60		$27.12	$27.12	$374,256.00	$0.00	$374,256.00
BasicLicense	Basic License Bundle	230	60		$16.27	$16.25	$224,250.00	$0.00	$224,250.00
ProLicense	Pro License Bundle	68	60		$48.82	$48.75	$198,900.00	$0.00	$198,900.00
BasicLicense	Basic License Bundle	23	60		$16.27	$16.25	$22,425.00	$0.00	$22,425.00
A la Carte Services									
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			$6,000.00	$0.00	$0.00	$0.00	$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	10			$899.00	$0.00	$0.00	$0.00	$0.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$0.00	$0.00	$0.00	$0.00

85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	$5,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00
85147	AXON TASER - PSO - STARTER	1	$14,000.00	$14,000.00	$14,000.00	$0.00	$14,000.00
A la Carte Warranties							
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1	$464.00	$464.00	$464.00	$0.00	$464.00
Total					**$3,611,131.45**	**$110,585.02**	**$3,721,716.47**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	13	1	02/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	15	1	02/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	15	1	02/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	15	1	02/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	02/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	02/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	5	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	7	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	230	2	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	9	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	3450	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1610	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	230	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	5	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	2	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	5	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	230	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	7	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	12	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	230	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	46	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	3	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	4	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	4	1	02/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	55	1	02/01/2026
Fleet 3 Basic	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	55	1	02/01/2026
Fleet 3 Basic	70112	AXON SIGNAL - VEHICLE	55	1	02/01/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	55	1	02/01/2026
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	02/01/2026
Interview Room 1 Camera Essential	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	5	1	02/01/2026
Interview Room 1 Camera Essential	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5	1	02/01/2026
Interview Room 1 Camera Essential	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	5	1	02/01/2026
Interview Room 1 Camera Essential	50322	AXON INTERVIEW - TOUCH PANEL PRO	5	1	02/01/2026
Interview Room 1 Camera Essential	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	02/01/2026
Interview Room 1 Camera Essential	74116	AXON INTERVIEW - COVERT ENCLOSURE	5	1	02/01/2026
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	1	02/01/2026
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	02/01/2026
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	1	02/01/2026
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1	02/01/2026
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1	02/01/2026
A la Carte	74116	AXON INTERVIEW - COVERT ENCLOSURE	1	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1150	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1150	1	02/01/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	29	1	08/01/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	237	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	5	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	08/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1150	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1150	1	02/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	23	03/01/2026	02/28/2031
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	230	03/01/2026	02/28/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	23	03/01/2026	02/28/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	230	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	230	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	230	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	2	03/01/2026	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	230	03/01/2026	02/28/2031
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	55	03/01/2026	02/28/2031
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	110	03/01/2026	02/28/2031
Interview Room 1 Camera Essential	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	03/01/2026	02/28/2031
Interview Room 1 Camera Essential	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	03/01/2026	02/28/2031
Interview Room 1 Camera Essential	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	03/01/2026	02/28/2031
Interview Room 1 Camera Essential	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	03/01/2026	02/28/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	204	03/01/2026	02/28/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	68	03/01/2026	02/28/2031
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	03/01/2026	02/28/2031
A la Carte	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	03/01/2026	02/28/2031
A la Carte	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	2	03/01/2026	02/28/2031
A la Carte	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK	2	03/01/2026	02/28/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		LICENSE			
A la Carte	102011	AXON AI ASSISTANT	230	03/01/2026	02/28/2031
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	03/01/2026	02/28/2031
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	03/01/2026	02/28/2031
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	230	03/01/2026	02/28/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	230	03/01/2026	02/28/2031
A la Carte	73618	AXON COMMUNITY REQUEST	230	03/01/2026	02/28/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	230	03/01/2026	02/28/2031
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	230	03/01/2026	02/28/2031
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	55	03/01/2026	02/28/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	230	03/01/2026	02/28/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	230
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	230
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	55
Interview Room 1 Camera Essential	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	5
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1
A la Carte	85147	AXON TASER - PSO - STARTER	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Essential	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	5		
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1		
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	29	02/01/2027	02/28/2031
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	230	02/01/2027	02/28/2031
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	7	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	5	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	230	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	7	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	5	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	46	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	230	02/01/2027	02/28/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	02/01/2027	02/28/2031
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	55	02/01/2027	02/28/2031
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	02/01/2027	02/28/2031
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	55	02/01/2027	02/28/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	251 S C St	Oxnard	CA	93030-5711	USA
2	251 S C St	Oxnard	CA	93030-5711	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	($159,447.15)	$0.00	($159,447.15)
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$3,931.20	$0.00	$3,931.20
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$0.00	$0.00	$0.00
Year 1	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	$3,400.08	$0.00	$3,400.08
Year 1	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	2	$5,800.08	$0.00	$5,800.08
Year 1	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	$1,800.00	$0.00	$1,800.00
Year 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1	$92.80	$0.00	$92.80
Year 1	102011	AXON AI ASSISTANT	230	$0.00	$0.00	$0.00
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	$1,341.00	$0.00	$1,341.00
Year 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	$71.20	$6.59	$77.79
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$41.80	$3.87	$45.67
Year 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	$140.00	$12.95	$152.95
Year 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	$506.40	$46.84	$553.24
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	230	$14,959.20	$0.00	$14,959.20
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	230	$29,946.00	$0.00	$29,946.00
Year 1	73618	AXON COMMUNITY REQUEST	230	$29,946.00	$0.00	$29,946.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	230	$29,946.00	$0.00	$29,946.00
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	230	$74,851.22	$0.00	$74,851.22
Year 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	$12.80	$1.18	$13.98
Year 1	74116	AXON INTERVIEW - COVERT ENCLOSURE	1	$22.00	$2.04	$24.04
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	55	$42,246.60	$0.00	$42,246.60
Year 1	85147	AXON TASER - PSO - STARTER	1	$2,800.00	$0.00	$2,800.00
Year 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	$1,000.00	$0.00	$1,000.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	230	$0.00	$0.00	$0.00
Year 1	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 1	BasicLicense	Basic License Bundle	23	$4,485.00	$0.00	$4,485.00
Year 1	BasicLicense	Basic License Bundle	230	$44,850.00	$0.00	$44,850.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	29	$13,053.47	$543.36	$13,596.83
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	230	$55,972.80	$2,095.71	$58,068.51
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	230	$221,241.59	$14,068.67	$235,310.26
Year 1	Fleet3B	Fleet 3 Basic	55	$110,101.20	$4,698.91	$114,800.11
Year 1	H00001	AB4 Camera Bundle	13	$2,337.40	$216.21	$2,553.61
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	$655.56	$60.64	$716.20
Year 1	IR1CB	Interview Room 1 Camera Essential	5	$18,445.80	$360.03	$18,805.83
Year 1	ProLicense	Pro License Bundle	68	$39,780.00	$0.00	$39,780.00
Total				**$594,668.57**	**$22,117.00**	**$616,785.57**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$3,931.20	$0.00	$3,931.20
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$0.00	$0.00	$0.00
Year 2	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	$3,400.08	$0.00	$3,400.08
Year 2	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	2	$5,800.08	$0.00	$5,800.08
Year 2	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	$1,800.00	$0.00	$1,800.00
Year 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1	$92.80	$0.00	$92.80
Year 2	102011	AXON AI ASSISTANT	230	$0.00	$0.00	$0.00
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	$1,341.00	$0.00	$1,341.00
Year 2	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	$71.20	$6.59	$77.79
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$41.80	$3.87	$45.67
Year 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	$140.00	$12.95	$152.95
Year 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	$506.40	$46.84	$553.24
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	230	$14,959.20	$0.00	$14,959.20
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	230	$29,946.00	$0.00	$29,946.00
Year 2	73618	AXON COMMUNITY REQUEST	230	$29,946.00	$0.00	$29,946.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	230	$29,946.00	$0.00	$29,946.00
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	230	$74,851.22	$0.00	$74,851.22
Year 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	$12.80	$1.18	$13.98
Year 2	74116	AXON INTERVIEW - COVERT ENCLOSURE	1	$22.00	$2.04	$24.04
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	55	$42,246.60	$0.00	$42,246.60
Year 2	85147	AXON TASER - PSO - STARTER	1	$2,800.00	$0.00	$2,800.00
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	$1,000.00	$0.00	$1,000.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	230	$0.00	$0.00	$0.00
Year 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 2	BasicLicense	Basic License Bundle	23	$4,485.00	$0.00	$4,485.00
Year 2	BasicLicense	Basic License Bundle	230	$44,850.00	$0.00	$44,850.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	29	$13,053.47	$543.36	$13,596.83
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	230	$55,972.80	$2,095.71	$58,068.51
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	230	$221,241.59	$14,068.67	$235,310.26
Year 2	Fleet3B	Fleet 3 Basic	55	$110,101.20	$4,698.91	$114,800.11
Year 2	H00001	AB4 Camera Bundle	13	$2,337.40	$216.21	$2,553.61
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	$655.56	$60.64	$716.20
Year 2	IR1CB	Interview Room 1 Camera Essential	5	$18,445.80	$360.03	$18,805.83
Year 2	ProLicense	Pro License Bundle	68	$39,780.00	$0.00	$39,780.00
Total				**$754,115.72**	**$22,117.00**	**$776,232.72**

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$3,931.20	$0.00	$3,931.20
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$0.00	$0.00	$0.00
Year 3	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	$3,400.08	$0.00	$3,400.08
Year 3	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	2	$5,800.08	$0.00	$5,800.08
Year 3	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	$1,800.00	$0.00	$1,800.00
Year 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1	$92.80	$0.00	$92.80
Year 3	102011	AXON AI ASSISTANT	230	$0.00	$0.00	$0.00
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	$1,341.00	$0.00	$1,341.00
Year 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	$71.20	$6.59	$77.79
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$41.80	$3.87	$45.67

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	$140.00	$12.95	$152.95
Year 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	$506.40	$46.84	$553.24
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	230	$14,959.20	$0.00	$14,959.20
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	230	$29,946.00	$0.00	$29,946.00
Year 3	73618	AXON COMMUNITY REQUEST	230	$29,946.00	$0.00	$29,946.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	230	$29,946.00	$0.00	$29,946.00
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	230	$74,851.22	$0.00	$74,851.22
Year 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	$12.80	$1.18	$13.98
Year 3	74116	AXON INTERVIEW - COVERT ENCLOSURE	1	$22.00	$2.04	$24.04
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	55	$42,246.60	$0.00	$42,246.60
Year 3	85147	AXON TASER - PSO - STARTER	1	$2,800.00	$0.00	$2,800.00
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	$1,000.00	$0.00	$1,000.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	230	$0.00	$0.00	$0.00
Year 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 3	BasicLicense	Basic License Bundle	23	$4,485.00	$0.00	$4,485.00
Year 3	BasicLicense	Basic License Bundle	230	$44,850.00	$0.00	$44,850.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	29	$13,053.47	$543.36	$13,596.83
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	230	$55,972.80	$2,095.71	$58,068.51
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	230	$221,241.59	$14,068.67	$235,310.26
Year 3	Fleet3B	Fleet 3 Basic	55	$110,101.20	$4,698.91	$114,800.11
Year 3	H00001	AB4 Camera Bundle	13	$2,337.40	$216.21	$2,553.61
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	$655.56	$60.64	$716.20
Year 3	IR1CB	Interview Room 1 Camera Essential	5	$18,445.80	$360.03	$18,805.83
Year 3	ProLicense	Pro License Bundle	68	$39,780.00	$0.00	$39,780.00
Total				**$754,115.72**	**$22,117.00**	**$776,232.72**

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$3,931.20	$0.00	$3,931.20
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$0.00	$0.00	$0.00
Year 4	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	$3,400.08	$0.00	$3,400.08
Year 4	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	2	$5,800.08	$0.00	$5,800.08
Year 4	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	$1,800.00	$0.00	$1,800.00
Year 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1	$92.80	$0.00	$92.80
Year 4	102011	AXON AI ASSISTANT	230	$0.00	$0.00	$0.00
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	$1,341.00	$0.00	$1,341.00
Year 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	$71.20	$6.59	$77.79
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$41.80	$3.87	$45.67
Year 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	$140.00	$12.95	$152.95
Year 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	$506.40	$46.84	$553.24
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	230	$14,959.20	$0.00	$14,959.20
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	230	$29,946.00	$0.00	$29,946.00
Year 4	73618	AXON COMMUNITY REQUEST	230	$29,946.00	$0.00	$29,946.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	230	$29,946.00	$0.00	$29,946.00
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	230	$74,851.22	$0.00	$74,851.22
Year 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	$12.80	$1.18	$13.98
Year 4	74116	AXON INTERVIEW - COVERT ENCLOSURE	1	$22.00	$2.04	$24.04
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	55	$42,246.60	$0.00	$42,246.60
Year 4	85147	AXON TASER - PSO - STARTER	1	$2,800.00	$0.00	$2,800.00
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	$1,000.00	$0.00	$1,000.00

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	230	$0.00	$0.00	$0.00
Year 4	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
Year 4	BasicLicense	Basic License Bundle	230	$44,850.00	$0.00	$44,850.00
Year 4	BasicLicense	Basic License Bundle	23	$4,485.00	$0.00	$4,485.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	29	$13,053.47	$543.36	$13,596.83
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	230	$55,972.80	$2,095.71	$58,068.51
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	230	$221,241.59	$14,068.67	$235,310.26
Year 4	Fleet3B	Fleet 3 Basic	55	$110,101.20	$4,698.91	$114,800.11
Year 4	H00001	AB4 Camera Bundle	13	$2,337.40	$216.21	$2,553.61
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	$655.56	$60.64	$716.20
Year 4	IR1CB	Interview Room 1 Camera Essential	5	$18,445.80	$360.03	$18,805.83
Year 4	ProLicense	Pro License Bundle	68	$39,780.00	$0.00	$39,780.00
Total				**$754,115.72**	**$22,117.00**	**$776,232.72**

Feb 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$3,931.20	$0.00	$3,931.20
Year 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$0.00	$0.00	$0.00
Year 5	100579	AXON AIR - DRONESENSE UAS (CLASS 1)	2	$3,400.08	$0.00	$3,400.08
Year 5	100580	AXON AIR - DRONESENSE UAS (CLASS 2)	2	$5,800.08	$0.00	$5,800.08
Year 5	100583	AXON AIR - DRONESENSE SCREENSHARE / MAVLINK LICENSE	2	$1,800.00	$0.00	$1,800.00
Year 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1	$92.80	$0.00	$92.80
Year 5	102011	AXON AI ASSISTANT	230	$0.00	$0.00	$0.00
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	$338.52	$0.00	$338.52
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	$1,341.00	$0.00	$1,341.00
Year 5	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	$71.20	$6.57	$77.77
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Year 5	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	$140.00	$12.95	$152.95
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Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	230	$14,959.20	$0.00	$14,959.20
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	230	$29,946.00	$0.00	$29,946.00
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Year 5	74116	AXON INTERVIEW - COVERT ENCLOSURE	1	$22.00	$2.02	$24.02
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	55	$42,246.60	$0.00	$42,246.60
Year 5	85147	AXON TASER - PSO - STARTER	1	$2,800.00	$0.00	$2,800.00
Year 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	$1,000.00	$0.00	$1,000.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	230	$0.00	$0.00	$0.00
Year 5	99901	AXON ACCELERATE CONFERENCE REGISTRATION	10	$0.00	$0.00	$0.00
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Year 5	Fleet3B	Fleet 3 Basic	55	$110,101.20	$4,698.96	$114,800.16
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Year 5	ProLicense	Pro License Bundle	68	$39,780.00	$0.00	$39,780.00

Feb 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Total				**$754,115.72**	**$22,117.02**	**$776,232.74**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-321547, Q-537583, Q-295125

Agency is terminating those contracts effective 3/1/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -$159,447.15

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-321547 - 6/1/2025 - $450,000.04

All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

10/30/2025



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until January 31, 2031 ("Term").

   2.1. All subscriptions, including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans, shall commence on the date stated in the Quote and expire at the end of the Term unless extended by mutual written agreement.

3. At the end of the Term, renewal requires mutual written agreement at least 90 days prior. For TASER 7 or TASER 10 purchased as standalone, any pricing adjustment requires mutual written agreement prior to the end of the Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

4. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 45-60 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable except as disputed in good faith; disputes allow a 30-day grace period during which no interest shall accrue. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one percent (1%) per month or the highest rate allowed by California law. Customer will pay invoices without setoff, deduction, or withholding only after a 30-day notice and cure period, and Customer's liability for collection and attorneys' fees shall be limited to reasonable costs as determined by a court of competent jurisdiction.

5. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

6. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

7. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

8. **Warranty.**

   8.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Axon will cover the shipping/return costs for warranty claims. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

8.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.**

8.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

8.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

8.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

8.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

8.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

8.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the lesser of two times the amount paid for Axon Devices or Services over the twelve (12) months preceding the claim or five million dollars . Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory, except in cases of gross negligence or willful misconduct, where liability shall be uncapped.**

8.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

8.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

8.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

9. **Free Trial.**

9.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

9.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

10. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

11. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

12. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

13. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

14. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

15. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

16. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

17. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

18. **Termination.**

    18.1. **For Breach.** A Party may terminate this Agreement for cause if it provides sixty (60) days written notice of the breach to the other Party, and the breach remains uncured sixty (60) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    18.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    Subject to Effect of Termination below Customer may terminate for convenience with 30 days' notice, without additional liability.

    18.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

19. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Customer may publicly announce information related to this Agreement.

20. **General.**

    20.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control, excluding pandemics or labor disputes impacting Axon disproportionately.

    20.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    20.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    20.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    20.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

20.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

20.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

20.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

20.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

20.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. Venue shall be Ventura County Superior Court; jury trial waiver is mutual. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

20.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix

   3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy

Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within

Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

   5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

   5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

   6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

   6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

   6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

   7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is

considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Agreement with Axon Enterprises, Inc. for Body-Worn Camera and Other Services

City Council
December 16, 2025

Police Department
Cody Collet, Commander

CITY OF OXNARD CALIFORNIA

That the City Council approve and authorize the Mayor to execute a five-year contract (#32600172) with Axon Enterprises, Inc. (Axon), not to exceed $3,741,716.47 over five years for body-worn cameras, less-lethal force equipment, and related services and subscriptions.

- In March 2016, City Council approved the original agreement with Axon Enterprises, Inc., in the amount of $375,608.65. The agreement was for the purchase of fifty (50) (BWC's) and Taser brands conducted energy devices (CED's).

- In September 2016, City Council approved the First Amendment to the Agreement, in the amount of $729,808.27 for the purchase of an additional one hundred (100) BWC's and CED's.

- In March 2018, City Council approved the Second Amendment to the Agreement, in the amount of $268,973.55, for the purchase of an additional fifty (50) BWC's, increasing the police departments inventory of BWC's assigned to sworn personnel to two hundred (200).

- In March 2020, City Council approved the Third Amendment to the Agreement, which added additional software and services to the existing contract.
- On June 29, 2021, City Council approved a Fourth Amendment which consolidated all contracts with Axon Enterprises into the existing Agreement (A-7858)

- The Fifth Amendment addressed a minor error in the language of the Fourth Amendment, which was written to increase the contract "to" $2,451,318.01. The Fifth Amendment corrected the language to increase the Agreement "by" $2,451,318.01, increasing the total amount of the agreement to $4,102,311.26. These additional funds were already budgeted by the Police Department using the State Supplemental Law Enforcement Services Fund (SLESF) at the time the Fourth Amendment was executed.

Axon Body Worn Camera 4:

- Shown to have a positive impact on the public's perception and confidence.
- Promotes transparency
- Improves police-community interactions
- Evidence collection
- $343,698.57 per year. $1,559,045.83 total over five years





Unlimited Transcription:

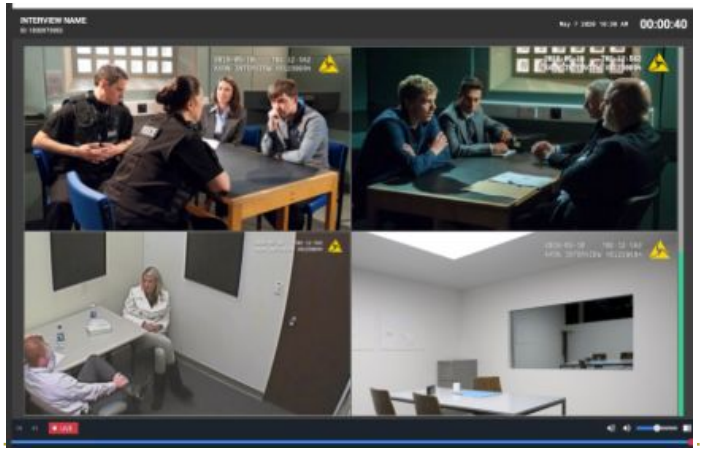
- Two modules: Review Assistant and Transcription Assistant
- Searchable, time-synced transcript created from audio and BWC video
- Improves investigations
- Saves time in creating transcripts
- *This service is included at no cost.*

Axon Assistant (Translation):

- Live translation via the Axon Body 4 camera
- Over fifty (50) languages supported, including Spanish
- Two way translation (Spanish to English, and English to Spanish)
- Officers can quickly and effectively communicate directly with non-English speakers
- *This service is included at no cost.*

Axon Interview Room:

- Six (6) interview rooms located throughout the police station
- Covert cameras and microphones
- Used for interviews and interrogations
- Live streaming
- Directly uploaded to evidence
- Easily shared with District Attorney's Office
- $22,445.82 per year. $112,229.04 total over five years.



Taser 10 Conducted Energy Device (CED):

- Primary less lethal option for Oxnard PD officers
- Improved technology making it more effective
- 10 individual targeted probes
- Straighter probe flight
- More accurate
- Ability to automatically activate the officer(s) BWCs upon activation of the CED
- $238,110.26 per year. $1,190,551.40 total over five years.





Axon Air:

- Supports the Oxnard PDs Uncrewed Aerial Systems (UAS) aircrafts
- Used in tactical situations to increase safety and allows for more de-escalation options
- 10 Axon Air licenses providing unlimited storage from UAS footage
- License cost per UAS type
- $14,931.36 per year. $74,656.50 total over five years.



Axon Fleet 3:

- 55 outfitted police vehicles
- Video and audio capabilities
- Increases accountability and transparency
- Includes Automatic License Plate Recognition (ALPR) technology
- Remotely starts a recording when a specific action is taken or Axon device is engaged
- Directly uploads into evidence
- $157,046.71 per year. $785.233.60 total over five years.





Year	Total
1	$616,785.57
2	$776,232.72
3	$776,232.72
4	$776,232.72
5	$776,232.74

The total cost of this contract is estimated to be $3,721,716.47. The request is for an amount not to exceed $3,741,716.47 to account for any unforeseen expenses related to per-aircraft (drone) licensing costs. The subscription cost is based on aircraft type and may fluctuate with changes to the current drone aircraft inventory over the duration of the contract.

The total cost of the five-year agreement shall not exceed $3,741,716.47. The amount for the first year of the agreement is $616,785.57. Subject to the approval of the federal Asset Forfeiture funds appropriation, this agreement will be funded by the federal Asset Seizure fund and existing General Fund Police operating budget. Future years' funding will be incorporated in the annual budget process.

That the City Council approve and authorize the Mayor to execute a five-year contract (#32600172) with Axon Enterprises, Inc. (Axon), not to exceed $3,741,716.47 over five years for body-worn cameras, less-lethal force equipment, and related services and subscriptions.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.2

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Ratify an Emergency Order and Approve the Public Project Agreement with Toro Enterprises, Inc. for Emergency Repairs on a Water Main on Oxnard Blvd and Date Street in an amount not to exceed $130,000.

RECOMMENDATION

That the City Council review and ratify the following:

1. The Director of Public Works' emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system;
2. Authorize the City Manager to execute an emergency Public Project Agreement with Toro Enterprises, Inc. for a total amount not to exceed $130,000.00 for Emergency Repairs on a Water Main on Oxnard Blvd and Date Street; and
3. The Director of Public Works' declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system.

(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/Wkt-uwljBJE

BACKGROUND

Oxnard City Code Section 4-30(B)(5) authorizes the Director of Public Works to order or take any directly related and immediate action required in an emergency without giving notice for bids to let contracts for a public project, in conformity with Public Contract Code section 22050. On September 18, 2025, a major water main break occurred at the intersection of Oxnard Boulevard and Date Street, causing a sinkhole, localized flooding, and asphalt damage. The intersection was closed, traffic was redirected, and the water was shut off to residents and businesses in the immediate area. The area impacted by the water shutdown was expanded to isolate the leak using available operable water valves. The water main is a cast-iron pipe and over time, from normal wear and tear, is susceptible to breaks. During the repairs, it was determined that three water valves required immediate replacement because they were inoperable and did not allow for proper isolation of the distribution system. This water main break created an emergency that required immediate action, which was ordered and directed by the Director of Public Works in conjunction with the City's Water Division staff.

Water staff worked throughout the night on temporary repairs, reopened the intersection, and ensured that residents and nearby businesses had water for their next day activities. Water staff placed temporary plates to allow traffic to drive through the intersection. After acquiring all the parts and materials, permanent repairs were initiated by Water Division staff on October 17, 2025. During the repairs, water staff located conflicting underground utilities, requiring additional excavation and pipework. The expanded work area required equipment and plating beyond what was available to the Water Distribution crew and the temporary repairs did not fully abate the emergency circumstances created by the water

main break.

To ensure immediate completion of the work initiated by Water Division staff, Toro Enterprises, Inc. was contacted on an urgent basis to assist. The repairs included the installation of three new water valves and a new eight-inch tee, along with a new alignment under the existing sewer lateral and storm drain box culvert. Toro's services were completed with sand & slurry, paving, and striping of the intersection.

On October 29, 2025, Toro submitted a corrected first estimate with a sub-total of $105,261.37 to the City, which identified that the underground work performed to date was going to exceed $100,000. After receiving the document from Toro, City staff explored options within the current Purchasing policy to determine alternatives, however, no variable option was identified. On November 13, 2025, Toro submitted an updated estimate with a sub-total of $125,113.23 (to include the above-ground pavement work) and completed the final above-ground work on November 26, 2025. As such, the first available City Council meeting after receiving the final estimated cost from Toro is December 16, 2025.

DISCUSSION

As stated in the background section above, after authorizing the emergency work to commence and once further excavation was done, additional unanticipated emergency work was required to make the City's water distribution system complete and safe to operate on a go-forward basis.

The provisions of the Purchasing Ordinance allow emergency work to proceed without competitive bidding, subject to certain requirements. Pursuant to Oxnard City Code Section 4-30 and Public Contract Code §22050, the Director of Public Works may order any emergency action required to repair or replace any public facility without adopting plans, specifications, working details or giving notice for bids to let contracts. Such work may be performed by City Staff or a Contractor or a combination of the two. In this case, the emergency repair work was performed by both City Staff and a third-party contractor, Toro.

A Public Project Agreement with Toro Enterprises, Inc. for a total amount not to exceed $130,000.00 for Emergency Repairs on a Water Main on Oxnard Blvd and Date St is required to comply with the City's Purchasing Ordinance 3053. The request is for $130,000, slightly above the current estimated amount from Toro, in case any final adjustments to work quantities are needed once all time and material tickets and/or material delivery tickets are available and reviewed by staff for completeness.

As of the date of this report the water main break that caused the emergency circumstances has ceased and no further emergency action is required at this time.

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 the Public Project Agreement with Toro Enterprises, Inc., for a total amount not to exceed $130,000.00 for Emergency Repairs on a Water Main on Oxnard Blvd and Date Street. Funds are available in the Water Operating Fund 601 (6013600-53200) for this agreement.

COMMITTEE OUTCOME

This item did not originate in Committee per the City Council Committee Bylaws Resolution 15,851, Article II, Section D.3.c as this is an urgency item.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Toro 10/29/25 Estimate
2. Toro 11/13/25 Updated Estimate
3. Presentation

NON-SCHEDULED - URGENT

REPAIR WORK ESTIMATE

TO BE COMPLETED BY CONTRACTOR & SUBMITTED TO CITY

Date: 10/29/2025 **PROJECT DIR #:** 437858

FROM: BRETT FRANKLIN *Name of Estimator* **OF:** TORO ENTERPRISES, INC. *On-Call Contractor*

To: CHRIS PEYTON *Name of Project Manager, City of Oxnard* WATER *Division*

INSTALL 8" TEE & 8" U-SECTION OXNARD BLVD & DATE ST *Project Name*

A-8495 (PW 22-125) *On-Call Agreement No.*

BRIEFLY DESCRIBE THE LOCATION & WORK PERFORMED: TORO WAS CALLED OUT AT 10:00 AM ON FRIDAY 10/17/25

WATER DEPT REQUESTED A NEW 8" TEE WITH VALVES BE INSTALLED ALONG WITH A NEW U-SECTION UNDER EXSITING

STORMDRAIN BOX CULVERT. WORK WAS COMPLETED WITH SAND & SLURRY OVER NEWEY INSTALLED FITTINGS.

PAVING IS SET FOR 10/22/25

RATES BELOW ARE AS STATED IN THE CONTRACT, AND ARE NOT SUBJECT TO ESCALATION OR NEGOTIATION

LABOR STRAIGHT TIME	NUMBER OF WORKERS		HOURS		HOURLY RATE MON-FRI 8AM-5PM		WORKERS x HOURS x HOURLY RATE
FOREMAN	2	X	13	X	$ 153.04	=	$ 3,979.04
OPERATOR	4	X	13	X	$ 132.12	=	$ 6,870.24
LABORER	5	X	13	X	$ 98.20	=	$ 6,383.00
SUPERINTENDENT	1	X	4	X	$ 163.61	=	$ 654.44

LABOR OVER TIME	NUMBER OF WORKERS		HOURS		MON-FRI 5:01PM - 7:59 AM		WORKERS x HOURS x HOURLY RATE
FOREMAN	1	X	6	X	$ 229.56	=	$ 1,377.36
OPERATOR	1	X	8	X	$ 198.16	=	$ 1,585.28
LABORER	5	X	10	X	$ 147.30	=	$ 7,365.00
SUPERINTENDENT		X		X	$ 245.41	=	$ -

LABOR DOUBLE TIME	NUMBER OF WORKERS		HOURS		SAT, SUN, HOLIDAYS		WORKERS x HOURS x HOURLY RATE
FOREMAN	2	X	14.5	X	$ 306.07	=	$ 8,876.03
OPERATOR	2	X	14.5	X	$ 264.22	=	$ 7,662.38
LABORER	5	X	21	X	$ 196.40	=	$ 20,622.00
SUPERINTENDENT		X		X	$ 327.21	=	$ -
					LABOR TOTAL:		**$ 65,374.77**

EQUIPMENT	QUANTITY		HOURS		HOURLY RATE		QUANTITY x HOURS x HOURLY RATE
Air Compressor		X		X	$ 24.40	=	$ -
Service Truck	2	X	40	X	$ 48.80	=	$ 3,904.00
Backhoe Caterpillar 420 or	2	X	40	X	$ 63.44	=	$ 5,075.20
Bobtail Dump Truck	2	X	20	X	$ 51.24	=	$ 2,049.60
150 GPM Pump w/20-ft hose	2	X	20	X	$ 9.76	=	$ 390.40

Traffic Control- No Flaggers, 8 Hour Day	2	X	40	X	$ 39.04		$ 3,123.20
Traffic Control, Number of Flaggers, Regular 8 Hour Day		X		X	$ 217.29	=	$ -
Traffic Control, Number of Flaggers, Over Time 8 Hour Day		X		X	$ 325.93	=	$ -
Traffic Control, Number of Flaggers, Double Time 8 Hour Day		X		X	$ 434.58	=	$ -
Stihl TS 500 of Equal Saw	2	X	16	X	$ 8.70	=	$ 278.40
Multiquip MTX70 or Equal		X		X	$ 11.03	=	$ -
Pumper Truck 120 Barrel Reg Time	1	X	20	X	$ 253.29	=	$ 5,065.80
Pumper Truck 120 Barrel Over Time		X		X	$ 330.90	=	$ -
Pumper Truck 120 Barrel DoubleTime		X		X	$ 399.68	=	$ -
						EQUIPMENT TOTAL:	**$ 19,886.60**

MISC. WORK	QUANTITY		TOTAL DAYS		PER DAY RATE		QUANTITY x DAYS x PER DAY RATE
4" Discharge Pump		X		X	$ 506.32	=	$ -
6" Discharge Pump		X		X	$ 652.72	=	$ -
8" Discharge Pump		X		X	$ 774.72	=	$ -
12" Discharge Pump		X		X	$ 1,073.63	=	$ -
16" Discharge Pump		X		X	$ 1,073.63	=	$ -
24" Discharge Pump		X		X	$ 1,073.63	=	$ -
						MISC. WORK TOTAL:	**$ -**
						MATERIALS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized materials list will be required with the invoice.	**$ 20,000.00**
						SUBCONTRACTORS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized Subcontractor quote will be required with the invoice.	
						ESTIMATE TOTAL:	**$ 105,261.37**

NON-SCHEDULED - URGENT

REPAIR WORK ESTIMATE

TO BE COMPLETED BY CONTRACTOR & SUBMITTED TO CITY

Date: 11/13/2025 **PROJECT DIR #:** 437858

FROM: BRETT FRANKLIN *Name of Estimator* **OF:** TORO ENTERPRISES, INC. *On-Call Contractor*

To: CHRIS PEYTON *Name of Project Manager, City of Oxnard* WATER *Division*

INSTALL 8" TEE & 8" U-SECTION OXNARD BLVD & DATE ST *Project Name*

A-8495 (PW 22-125) *On-Call Agreement No.*

BRIEFLY DESCRIBE THE LOCATION & WORK PERFORMED: TORO WAS CALLED OUT AT 10:00 AM ON FRIDAY 10/17/25

TO MAKE 8" REPAIR ON EXSITING CAST IRON MAIN. WATER DEPT REQUESTED THE A NEW 8" TEE WITH VALVES BE

INSTALLED ALONG WITH A NEW U-SECTION UNDER EXSITING STORMDRAIN BOX CULVERT. WORK WAS COMPLETED WITH

SAND & SLURRY OVER REPAIR, PAVING IS SET FOR 10/22/25 ALSO PAVE (2) PATCHES ACROSS STREET WITH T.C. & STRIPPING

RATES BELOW ARE AS STATED IN THE CONTRACT, AND ARE NOT SUBJECT TO ESCALATION OR NEGOTIATION

LABOR STRAIGHT TIME	NUMBER OF WORKERS		HOURS		HOURLY RATE MON-FRI 8AM-5PM		WORKERS x HOURS x HOURLY RATE
FOREMAN	2	X	21	X	$ 153.04	=	$ 6,427.68
OPERATOR	4	X	21	X	$ 132.12	=	$ 11,098.08
LABORER	5	X	21	X	$ 98.20	=	$ 10,311.00
SUPERINTENDENT	1	X	6	X	$ 163.61	=	$ 981.66
LABOR OVER TIME	**NUMBER OF WORKERS**		**HOURS**		**MON-FRI 5:01PM - 7:59 AM**		**WORKERS x HOURS x HOURLY RATE**
FOREMAN	1	X	6	X	$ 229.56	=	$ 1,377.36
OPERATOR	1	X	8	X	$ 198.16	=	$ 1,585.28
LABORER	5	X	10	X	$ 147.30	=	$ 7,365.00
SUPERINTENDENT		X		X	$ 245.41	=	$ -
LABOR DOUBLE TIME	**NUMBER OF WORKERS**		**HOURS**		**SAT, SUN, HOLIDAYS**		**WORKERS x HOURS x HOURLY RATE**
FOREMAN	2	X	14.5	X	$ 306.07	=	$ 8,876.03
OPERATOR	2	X	14.5	X	$ 264.22	=	$ 7,662.38
LABORER	5	X	21	X	$ 196.40	=	$ 20,622.00
SUPERINTENDENT		X		X	$ 327.21	=	$ -
					LABOR TOTAL:		**$ 76,306.47**
EQUIPMENT	**QUANTITY**		**HOURS**		**HOURLY RATE**		**QUANTITY x HOURS x HOURLY RATE**
Air Compressor		X		X	$ 24.40	=	$ -
Service Truck	2	X	44	X	$ 48.80	=	$ 4,294.40
Backhoe Caterpillar 420 or	2	X	44	X	$ 63.44	=	$ 5,582.72
Bobtail Dump Truck	2	X	24	X	$ 51.24	=	$ 2,459.52
150 GPM Pump w/20-ft hose	2	X	20	X	$ 9.76	=	$ 390.40

Traffic Control- No Flaggers, 8 Hour Day	2	X	44	X	$ 39.04		$ 3,435.52
Traffic Control, Number of Flaggers, Regular 8 Hour Day		X		X	$ 217.29	=	$ -
Traffic Control, Number of Flaggers, Over Time 8 Hour Day		X		X	$ 325.93	=	$ -
Traffic Control, Number of Flaggers, Double Time 8 Hour Day		X		X	$ 434.58	=	$ -
Stihl TS 500 of Equal Saw	2	X	16	X	$ 8.70	=	$ 278.40
Multiquip MTX70 or Equal		X		X	$ 11.03	=	$ -
Pumper Truck 120 Barrel Reg Time	1	X	20	X	$ 253.29	=	$ 5,065.80
Pumper Truck 120 Barrel Over Time		X		X	$ 330.90	=	$ -
Pumper Truck 120 Barrel DoubleTime		X		X	$ 399.68	=	$ -
						EQUIPMENT TOTAL:	**$ 21,506.76**

MISC. WORK	QUANTITY		TOTAL DAYS		PER DAY RATE		QUANTITY x DAYS x PER DAY RATE
4" Discharge Pump		X		X	$ 506.32	=	$ -
6" Discharge Pump		X		X	$ 652.72	=	$ -
8" Discharge Pump		X		X	$ 774.72	=	$ -
12" Discharge Pump		X		X	$ 1,073.63	=	$ -
16" Discharge Pump		X		X	$ 1,073.63	=	$ -
24" Discharge Pump		X		X	$ 1,073.63	=	$ -
						MISC. WORK TOTAL:	**$ -**
						MATERIALS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized materials list will be required with the invoice.	**$ 27,300.00**
						SUBCONTRACTORS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized Subcontractor quote will be required with the invoice.	
						ESTIMATE TOTAL:	**$ 125,113.23**

Ratify an Emergency Order and Approve the Public Project Agreement with Toro Enterprises, Inc. for Emergency Repairs on a Water Main on Oxnard Blvd and Date Street

City Council
December 16, 2025

Tim Beaman, P.E., Assistant Director of Public Works

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council review and ratify the following:

1. The Director of Public Works' emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system;
2. Authorize the City Manager to execute an emergency Public Project Agreement with Toro Enterprises, Inc. for a total amount not to exceed $130,000.00 for Emergency Repairs on a Water Main on Oxnard Blvd and Date Street; and
3. The Director of Public Works' declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system.

BACKGROUND

- Oxnard City Code Section 4-30(B)(5) authorizes the Director of Public Works to order or take any directly related and immediate action required in an emergency without giving notice for bids to let contracts for a public project, in conformity with Public Contract Code section 22050.

- On September 18, 2025, a major water main break occurred at the intersection of Oxnard Boulevard and Date Street, causing a sinkhole, flooding, and asphalt damage.

- The break occurred on cast-iron pipe.

- Valves in the intersection were inoperable, requiring a larger shutdown area. Oxnard Blvd was shutdown to traffic in both directions.



BACKGROUND

- Water Division staff worked throughout the night to make temporary repairs, restore water service, and reopen Oxnard Blvd.
- Permanent repairs were scheduled for October 17, 2025
- Water staff located a 10-inch sewer lateral and a 36-inch storm drain. The expanded work area required equipment and plating beyond what was available to the Water Distribution crew



BACKGROUND

- To ensure immediate completion of the work initiated by Water Division staff, Toro Enterprises, Inc. was contacted on an urgent basis.
- The estimated cost for repairs exceeded $100k.
- December 16, 2025 is the first available City Council meeting after receiving the estimated cost from Toro.



DISCUSSION

- After authorizing the emergency work additional unanticipated emergency work was required to make the City's water distribution system complete and safe to operate on a go-forward basis.

- Staff is proceeding with a stand-alone emergency public project agreement with a not to exceed of $130,000 under Section 4-30 of the City's purchasing policy and Public Contract Code §22050.

- These provisions allow emergency work to proceed without competitive bidding, subject to specific requirements.

- As of the date of this report the water main break that caused the emergency circumstances has ceased and no further emergency action is required at this time.

FINANCIAL IMPACT

- The total cost for the Public Project Agreement with Toro Enterprises, Inc., for a total amount not to exceed $130,000.00 for Emergency Repairs on a Water Main on Oxnard Blvd and Date St.
- The request is for $130,000, slightly above the current estimated amount from Toro, in case any final adjustments to work quantities are needed once all time and material tickets and/or material delivery tickets are available and reviewed by staff for completeness.
- Funds are available in the Water Operating Fund 601 (6013600-53200) for this agreement.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.3

DATE: December 16, 2025

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 3071 Amending the Solid Waste Rates/Fees Ordinance to Change Single Family Residential Rates.

RECOMMENDATION

That the City Council adopt Ordinance No. 3071 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 19-203(A)(1) OF CHAPTER 19, ARTICLE II, DIVISION 7 OF THE OXNARD CITY CODE PERTAINING TO THE SINGLE FAMILY RESIDENTIAL SOLID WASTE RATES."

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on November 18, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/tgKSe6R_1HY

BACKGROUND

On November 18, 2025, the City Council approved the first reading by title only of Ordinance No. 3071. The Ordinance will be effective January 15, 2026, if adopted by Council.

The following staff report is the same as written for the November 18, 2025, agenda item:

In 2024, the City Council approved new solid waste rates for the Environmental Resources (ER) Division, which included an infrastructure use fee (IUF) component for single family residential rates (SFR) per the Cost of Service (COS) report. The 2024 staff reports detailing the ER Division rate changes are included as attachments to this report for reference.

As background, in 2017, the City faced a lawsuit alleging the imposition of an earlier IUF in the City's utility rates was improper. The judge in the case held in part, in his 2021 ruling, that a Vehicle Code section, 9400.8, does not bar IUF transfers to the Street Maintenance Fund, and the City's IUFs are not prohibited fees or charges for hauling legal loads on streets. The judge further held there is a reasonable possibility the City could impose such an indirect cost-based use fee without offending Proposition 218, and any such constitutional use fee would not violate Vehicle Code section 9400.8.

Based on the 2021 ruling, an IUF was included in the ER Division's SRF rate in 2024. The IUF component to the SFR rate was separately identified in the COS, and specifically identified in the March 17, 2024 staff report for the new solid waste rates and fees.

On March 4, 2025, staff brought an IUF report to the City Council (staff report attached for reference) informing the City Council of the City's efforts to comply with the 2021 ruling in regard to including an IUF in the ER Division's SFR rate. The report informed the City Council that the IUF amount would be approximately $2M per year and began in January 2025 per the COS. Staff's position at that time and now is that the IUF in the solid waste rates is consistent with the

judge's 2021 ruling.

In June of 2025, the California Courts of Appeal for the Fourth District held that the City of Redlands' IUF, embedded in its solid waste rates, violates Vehicle Code section 9400.8. The City of Redlands appealed the ruling to the California Supreme Court, which denied review on August 20, 2025. The appellate ruling is in direct contravention to the 2021 ruling for the City of Oxnard.

DISCUSSION

Since the Redlands case is final, staff has determined the City should abide by the Redlands case holding and remove the IUF from the ER Division's SFR rate. Accordingly, staff has administratively adjusted the monthly SFR solid waste rates to remove the IUF component as follows:

64-gallon 3-cart service: from $43.23 to $39.63
96-gallon 3-cart service: from $52.11 to $47.76
Extra 96-gallon cart service: from $26.88 to $24.63

This adjustment was made on October 9, 2025 in the utility billing software system, effectuated on October 14th on account invoices, and will be carried forward in future fiscal years since the COS rate changes approved by City Council are in place through fiscal year 28/29. The relevant COS report pages are attached for reference.

The amount of money collected to date for the IUF component of the SFR rate (from January 1, 2025 to October 2025) is roughly $1.7M and remains with the Environmental Resources (ER) Fund, not in the Street Maintenance Fund.

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

A decrease to the Single Family Residential solid waste rate is estimated to decrease ER revenues by approximately $2 million annually. The proposed IUF transfer from ER to the Street Maintenance Fund (105) was to be used for pavement maintenance to address the damage the ER trucks do on City streets. As such, the reduction in Street Maintenance Fund revenue will likely have an impact on expenditures for street paving Capital Improvement Program projects.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on November 18, 2025.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Ordinance For Solid Waste Rates and Fees
2. Staff Report March 19, 2024
3. Staff Report April 16, 2024
4. Ordinance 3043
5. Staff Report March 4, 2025
6. Page 12 and 55 of the Oxnard ER Cost of Service Study Report
7. Presentation

ORDINANCE NO. 3071

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 19-203(A)(1) OF CHAPTER 19, ARTICLE II, DIVISION 7 OF THE OXNARD CITY CODE PERTAINING TO THE SINGLE FAMILY RESIDENTIAL SOLID WASTE RATES.

WHEREAS, in a 2021 court judgment, Ventura County Superior Court Judge Matthew P. Guasco ruled that Vehicle Code section 9400.8 does not bar an infrastructure use fee component in the City of Oxnard's solid waste utility rates, because such fees are not prohibited fees or charges for hauling legal loads on streets, and may be transferred to the City's Street Maintenance Fund; and

WHEREAS, Judge Guasco further held there is a reasonable possibility that Oxnard could impose such an indirect cost-based use fee without offending California Constitution Article XIII D, Section 6, subdivision (b) (aka Proposition 218), and any such constitutional use fee would not violate Vehicle Code section 9400.8; and

WHEREAS, in 2024, the City Council approved new solid waste rates for the Environmental Resources Division, which included an infrastructure use fee component for single-family residential rates per the cost of service report; and

WHEREAS, in June of 2025, the California Court of Appeal for the Fourth District held that the City of Redlands IUF, embedded in its solid waste rates, violates Vehicle Code section 9400.8. The appellate case is *Rogers v. City of Redlands* (2025) 112 Cal.App.5th 667. The City of Redlands appealed the ruling to the California Supreme Court, which denied review on August 20, 2025; and

WHEREAS, the appellate ruling in *Rogers* v. City of Redlands is in direct contravention to Judge Guasco's 2021 ruling, therefore, the City is amending its solid waste rate ordinance to be in conformance with the *Rogers*' holding by removing the infrastructure use fee from the single-family residential solid waste rates.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this Ordinance to Chapter 19, Article II, Division 7 as set forth below.

Part 3. Section 19-203(A)(1) of Division 7 of Article II in Chapter 19 of the Oxnard City Code is hereby amended to replace the rate chart in subparagraph (A)(1) as follows:

"**SEC. 19-203. MONTHLY SOLID WASTE RATES FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMERS**."

The Rates for solid waste services shall be established by ordinance and the rates provided by the City are established and effective during the dates indicated, as follows:

(A) RESIDENTIAL MINIMUM SERVICE REQUIREMENTS. Single Family Dwellings, Single Family Dwellings with less than three units, and Mobile Homes shall each receive a 96-gallon refuse container, a 96 gallon recycle container, and a 96 gallon green / organics waste container that will be serviced once a week. The minimum service requirements for residential and mobile home type dwellings listed herein shall be a 64-gallon refuse container, a 96 gallon recycle container, and a 96 gallon green / organics waste container that will be serviced once a week. Each residential service includes one curbside bulky item collection (up to five household items) per year at no additional charge.

(1) MONTHLY RESIDENTIAL RATES FOR SOLID WASTE, RECYCLING, ORGANICS / GREEN WASTE 3-CART SERVICE.

Service Type	Frequency	Effective July 1, 2024	Effective July 1, 2025	October 14, 2025	July 1, 2026	July 1, 2027	July 1, 2028
3 Cart Service/ 64-gallon	1x week	$39.33	$43.23	$39.63	$41.69	$42.93	$43.16
3 Cart Service/ 96-gallon	1x week	$47.41	$52.11	$47.76	$50.25	$51.74	$52.10
Extra 96 Gallons Cart Service	1x week	$24.45	$26.88	$24.63	$25.92	$26.70	$26.96

Part 4. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 5. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA pursuant to Public Resources Code section 21080(b)(8) and 21083 in conjunction with California Code of Regulations, Title 14, Chapter 3, section 15273 (CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, told, fares, or other charges by public agencies which the public agency makes appropriate findings

pursuant to this section) , because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 6. Pursuant to Government Code Section 36933(c)(l), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

Part 7. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3071 was first read on November 18, 2025, and finally adopted on December 16, 2025, to become effective on January 15, 2026.

APPROVED AND ADOPTED this 16th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: March 19, 2024

TO: City Council

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

SUBJECT: Public Hearing on Proposed Solid Waste (Refuse) Rates and Introduction of an Ordinance Establishing New Solid Waste (Refuse) Rates and Fees. (120 minutes)

RECOMMENDATION

That the City Council:

1. Hold a public hearing to receive public testimony and consider all protests concerning the adoption of an ordinance establishing new solid waste (refuse) user rates and fees;

2. Approve the first reading by title only and waive any further reading of an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD TO ESTABLISH NEW SOLID WASTE RATES AND FEES FOR CUSTOMER USE AND SERVICE FROM THE CITY'S ENVIRONMENTAL RESOURCES DIVISION; and

3. Find that the California Environmental Quality Act (CEQA) does not apply to the ordinance that modifies the City's solid waste (refuse) rates, according to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in Title 14 California Code of Regulations section 15273.

(This is a continuation of an item brought to the Public Works and Transportation Committee on November 14, 2023, and to the City Council on December 5, 2023.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Rji7c-Umhgw

BACKGROUND

The City's Public Works Department Environmental Resources Division (ER) is an enterprise fund operation that provides Municipal Solid Waste (MSW) services to Oxnard residents and businesses, which includes collection, sorting, processing, and disposal for approximately 34,000 residential properties and 5,000 commercial customers (includes apartment buildings) operating six days a week. Services include collecting, sorting, transporting, and transferring material to landfills to foster a clean, safe, and sustainable Oxnard. To provide these services while meeting all Local, State, and Federal requirements, ER:

- Recycles approximately 24,900 tons of material and 22,000 tons of organics (green waste & food waste);
- Customers generate approximately 295,000 tons (590,000,000 lbs) of MSW annually;
- Has a workforce of 179 essential workers fulfilling 529,443 hours per year; and

- Has invested approximately $60 million in capital equipment, facilities, and land including the Del Norte Regional Recycling and Transfer Station and approximately 138 vehicles (109 heavy-duty trucks & 29 small vehicles)

The last time the City Council approved a cost of service analysis for ER was in May of 2012, with a rate increase effective January 2013. Since January 2013 (when accounting for the removal of the Infrastructure Use Fee (IUF) in 2021), the residential rate (96 gallons) has increased from $30.15 to $30.78 per month, and the most popular commercial rate (4-yard/once per week) has increased from $224.81 to $230.86 per month. This represents a 2.1% residential increase and a 2.7% commercial increase over 10 years. However, the consumer price index has increased by 33.9% over that same decade. Separate from rates, service fees (e.g. per ton for disposal of refuse, green waste, construction and demolition, and self-haul disposal rates at Del Norte) increased in FYs 2012/13, 2016/17, 2018/19 for pass-through costs.

Clearly, during the 2010s, City Hall faced challenges marked by a lack of organization following District Attorney investigations into the activities of the prior decade, startling financial audit findings, and frequent turnover in executive staff. At the very least, these issues diverted attention from adhering to best management practices, including the regular review of rates every five years. Moreover, the State imposed numerous unfunded mandates on the solid waste industry, such as mandatory recycling and organics recycling waste programs. These mandates necessitate significant capital investment and operational costs, aspects not fully considered in previous rate studies.

Based upon the Fiscal Year 2023/24 cost-of-service study, the ER division expenditures are anticipated to materially outpace revenues resulting in a negative ending cash balance no later than Fiscal Year 2024/25 without any rate increases. The combination of minimal rate increases, unfunded State mandates, elevated inflation, and the need for significant capital investment to replace and rehabilitate assets is expected to result in a growing structural deficit.

Dependable and efficient solid waste services play a crucial role in safeguarding public health, safety, and the overall welfare of the community. As previously mentioned, without a rate adjustment, the cost-of-service study anticipates negative cash balances by Fiscal Year 2024/25. Staff has presented initial rate increase scenarios for deliberation and consideration. Each scenario considered variations in key assumptions, including the timing and level of rate revenue adjustments, capital spending, and proposed debt issuances. In alignment with the City staff's guidance, various sensitivity analyses were conducted, exploring potential impacts such as no rate adjustment or no capital spending, among other factors.

Cost of Service Study

In August 2022, the City authorized Raftelis, the City's Consultant, to perform a solid waste cost of service analysis and rate study to develop the cost of service-based solid waste rates. Raftelis is recognized as a leading rate consultant in California and works with utilities to design solid waste rates to achieve financial balance and maintain financial sustainability.

Following industry best practices, rates are intended to cover service costs, establish adequate reserves, and necessitate a cost-of-service study every 3-5 years. This study is crucial for evaluating operational effectiveness, confirming the sufficiency of existing rates, and charting a sustainable financial path for solid waste operations. The last Environmental Resources (ER) Study took place in 2012 and was implemented in 2013. Given changes in the solid waste industry and the evolving landscape over the past decade, it's imperative to adapt to rising costs, unfunded State mandates, and the implementation of essential capital projects vital for customer health and safety.

Regular studies offer transparency into future expectations, ensuring financial resources for infrastructure maintenance, managing vehicle and equipment capacity, adopting new technologies, complying with state and federal regulations, and executing the capital improvement program (CIP). The study serves as a vital tool in developing rates that cover the cost of service along with appropriate reserves.

Updating solid waste rates to align with the escalating costs of service delivery is essential for sustaining the financial health of solid waste funds. This includes maintaining reserves for emergencies, adhering to applicable bond covenants, meeting debt coverage ratios, and securing strong credit ratings.

Preliminary Analysis

At the December 5, 2023, City Council meeting, staff and Raftelis provided several possible rate change scenarios for Council's consideration and input. The City Council provided their feedback and recommended ***Scenario 3: Rate Adjustments and Full Capital Expenditures***. Scenario 3 fully funds the projected revenue requirements with greater near-term rate adjustments but lower overall increases over the five-year rate adjustment period compared to other scenarios (see Attachment 5, December 5, 2023 staff report with additional information about the scenarios presented to the City Council). Public Works staff proceeded with the City Council's recommendation and directions as follows:

1. Scenario 3, projects all funding requirements, including operating, capital, and proposed capital lease and debt payments. The key assumptions include:

i. Fiscal Year 2023/24 Served as the baseline for the Rate Study Period as adjusted for actual operating results and known cost increases;
   1. The operating expense growth is estimated at 4.2% per year;
ii. Assumes some additional collection routes to maintain regulatory compliance with AB1826, AB827, SB1383, and regular service demands;
iii. Assumes Infrastructure Use Fee (IUF) repayments from the City to ER end in Fiscal Year 2023/24;
iv. Assumes resumption of IUF payments in Fiscal Year 2024/25 to the City;
v. $40.7M reinvestment to MRF including new equipment and roof Fiscal Year 2025/26 - Fiscal Year 2027/28
vi. Replacement of vehicles at end of life in Fiscal Year 2024/2025
vii. Compliance with CARB Zero Emissions Vehicle Requirements
   1. Primarily relies on the use of capital leases and debt to fully fund capital expenditures
viii. Represents necessary rate adjustments to fund a fiscally sustainable operation and maintain regulatory compliance, and;

2. Proceed with creating and sending the required Proposition 218 notices to all solid waste customers and property owners.

3. Target a rate-setting public hearing and the introduction of a new ordinance containing the proposed solid waste rates at the City Council meeting on March 19, 2024.

4. Plan on adopting the Ordinance at the City Council meeting on April 16, 2024.

Public Works staff provided an update on the Prop 218 process at the Public Works and Transportation Committee on February 27, 2024, and the City Council on March 4, 2024.

DISCUSSION

Proposed Rate Change - Overview

During the December 5, 2023, Council discussion about rates, staff reiterated that they were preliminary, with actual rate changes for individual customers dependent on the final cost-of-service analysis. The cost-of-service has now been completed and is available online at: www.oxnard.org/refuserates

TABLE 1. Proposed Five-Year Residential/Commercial Rates

	Current	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Rate Adjustments						
96 Gallon Residential	$30.78	$47.41	$52.11	$54.83	$56.46	$56.89
Monthly Increase		*$16.63*	*$4.70*	*$2.72*	*$1.63*	*$0.43*
64 Gallon Residential	$24.70	$39.33	$43.23	$45.48	$46.83	$47.12
Monthly Increase		*$14.63*	*$3.90*	*$2.25*	*$1.35*	*$0.29*
4 Cubic Yard 1 x week Commercial	$230.86	$230.29	$253.30	$266.59	$274.59	$278.31
Monthly Increase		*-$0.57*	*$23.01*	*$13.29*	*$8.00*	*$3.72*

The cost of service study is also attached to this staff report (Attachment 4). The report provides three primary objectives:

1. Develop a financial plan for the ER Fund to ensure financial sufficiency, meet operations and maintenance costs, provide funding for capital replacement and renewal (R&R) needs, and improve the enterprise's financial health;
2. Review the current rate structure for the ER Fund and propose recommended changes based on the cost of service; and
3. Perform a cost allocation and prepare a recommended five-year schedule of rates and fees for the ER Fund.

Furthermore, the City has adopted Resolution Number 14,877 (adopted in 2015), which outlines the procedures for establishing and increasing fees and charges under Proposition 218 (Attachment 2). The proceedings for any solid waste rate increase will be consistent with the requirements outlined in this Resolution.

Rates and Fees

ER operates as an Enterprise Fund, signifying that the rates and fees for services must encompass the costs involved. When identifying the City's rates and fees, the cost-of-service study makes a distinction – "rates" pertain to charges subject to Proposition 218 requirements, whereas "fees" relate to optional services not bound by Proposition 218 requirements. The suggested five-year rate schedule was formulated considering the cost-of-service allocation and rate structure, detailed extensively in Section 5 of the cost-of-service study. The proposed rate and fee structure revises the current rate structure and incorporates new service-level offerings including:

1. Combining single-family and multifamily 3-cart curbside service into a single class of service, recognizing that the service is the same for both classes. The City offers two (2) refuse service levels at 64-gallon and 96-gallon to meet the needs of smaller and larger household sizes;
2. The single-family 3-cart curbside service rate includes an IUF payment. If the City is precluded from charging an IUF, then staff will bring an amendment to the rate ordinance for Council's consideration that will reduce this monthly service rate.
3. Creation of a mobile home class of service and rate for 3-cart service that mirrors the standard residential 3-cart rate structure, which has been reduced by approximately 8% to reflect the exclusion of IUF payments; which does not apply to mobile home parks;
4. Addition of new commercial bin/container size service offerings of 1 cubic yard through 4 cubic yard organic bin collection and disposal service;
5. Separation of the commercial rate structure for recycling and green waste. While the City has very few commercial green waste bin service customers, the collection costs for recycling and green waste are equivalent, however, due to differences in the disposal costs separation of the rate structure for these services is warranted;
6. Simplifying the commercial and industrial rate structure for roll-off service, by charging a single "pull rate" for all customers regardless of bin size. In conjunction with this rate structure change, an additional bin rental fee is recommended and this fee will vary based on the size and cost of the bin. Disposal costs will continue to be based on the actual weight of material disposed of at the applicable tip fees proposed in the revised rate structure. This rate structure would also apply to and replace the City's current commercial bin rental service fee structure for roll-off service where bins exceed 4 cubic yards;
7. Addition of new tip fees at the Del Norte facility for single-stream recyclables and organics. The recycling tip fee only applies to customers who do not currently pay a monthly collection rate for collection service within the City;
8. 1 and 3 cubic yard bins available for qualified commercial customers; and
9. One free curbside bulky item pick up per residential customer per year (up to five bulky items)

Existing Rates and History

The City Council approved a cost of service analysis last in May 2012, resulting in rate increases effective January 2013. The authorized increases and decreases noted in Table 2 below cumulatively represent a 2.1% increase in residential rates and a 2.7% increase in the most popular commercial rate since the last Study was approved and implemented in January 2013. However, the consumer price index has increased by 33.9% over that same decade. The following tables provide the rate history for a residential customer (96-gallon cart):

TABLE 2.

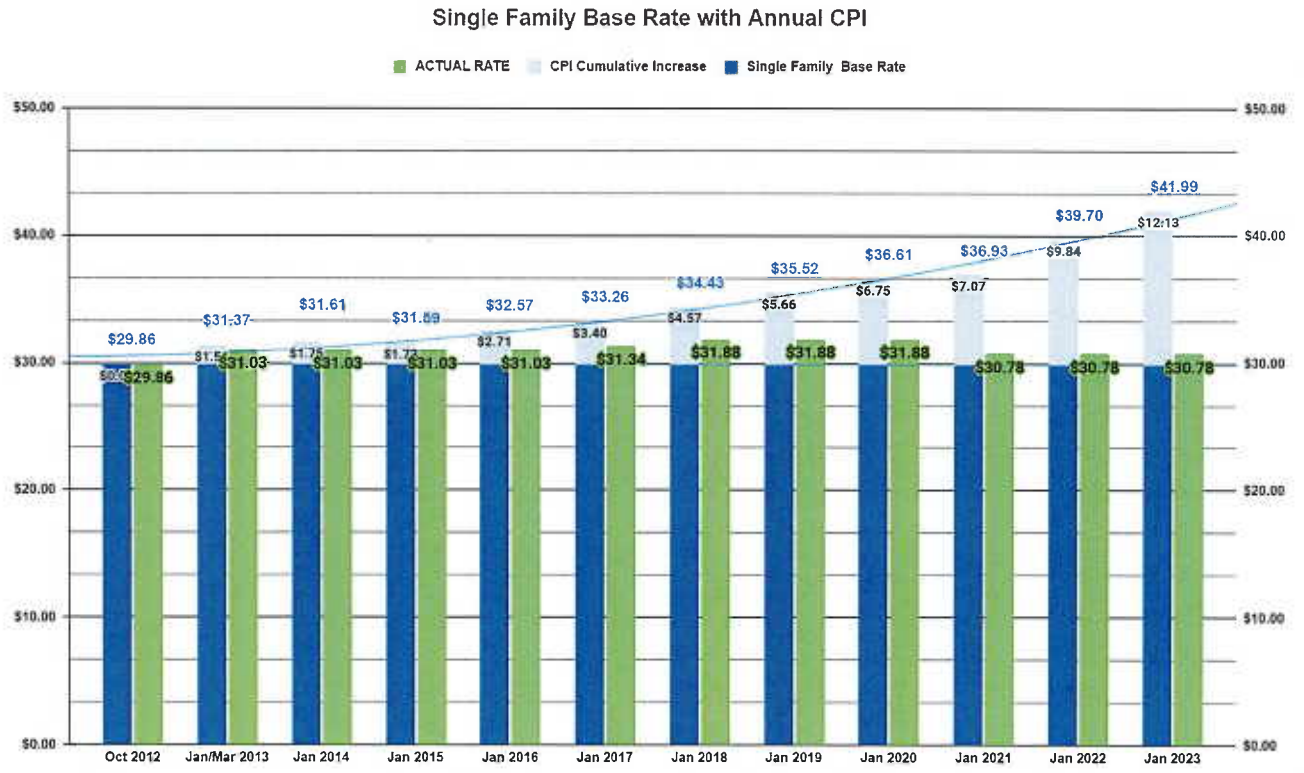
Date	Oct 2012	Jan 2013	Mar 2013	Jan 2014	Jan 2015	Jan 2016	Jan 2017
Residential Rate (96-gallon)	$29.86	$30.15	$31.03	$31.03	$31.03	$31.03	$31.34
Total Change	0.0%	1.0%	2.9%	0.0%	0.0%	0.0%	1.0%
Notes		*Rate Increase*	*Pass-Through*				*Pass-Through*

TABLE 2 (cont.)

Date (cont.)	Jan 2018	Jan 2019	Jan 2020	Jan 2021	Jan 2022	Jan 2023
Residential Rate (96-gallon)	$31.88	$31.88	$31.88	$30.78	$30.78	$30.78
Total Change	1.7%	0.0%	0.0%	**-3.5%**	0.0%	0.0%
Note	*Pass-Through*			*IUF Reduction*		

Chart 1 shows the history of residential rates since 2012. The graph also includes a benchmark scenario, if rates were theoretically increased annually by the CPI (Los Angeles-Long Beach-Anaheim, California) at a minimum.

CHART 1



Note: Residential rates increased in FY 12-13, FY 16-17, FY 18-19, and decreased in FY 21-22, reflecting the IUF

reduction.

Financial Challenges

The City's foremost financial objective for its utility enterprises is to ensure that revenues generated from rates and fees are substantial enough to cover daily operations, maintenance, capital improvements, debt service, and reserves. These funds are allocated for a range of purposes, including operations, maintenance, repairs, debt payments, reserve levels, infrastructure costs, and capital improvement projects. Additionally, to uphold appropriate services and reliability, the City must adhere to environmental regulations and unfunded State mandates that impact operating costs.

Environmental Resources (ER) encounters numerous challenges, both from ongoing and emerging unfunded Local, State, and Federal mandates. Additionally, challenges encompass factors beyond the City's control, such as escalating costs of contract labor, fuel, and disposal. There are also challenges arising from post-pandemic effects, including supply chain restrictions leading to increased costs for supplies and equipment. Another obstacle is the aging vehicles, equipment, and infrastructure that demand constant maintenance and repairs.

State Unfunded Mandates

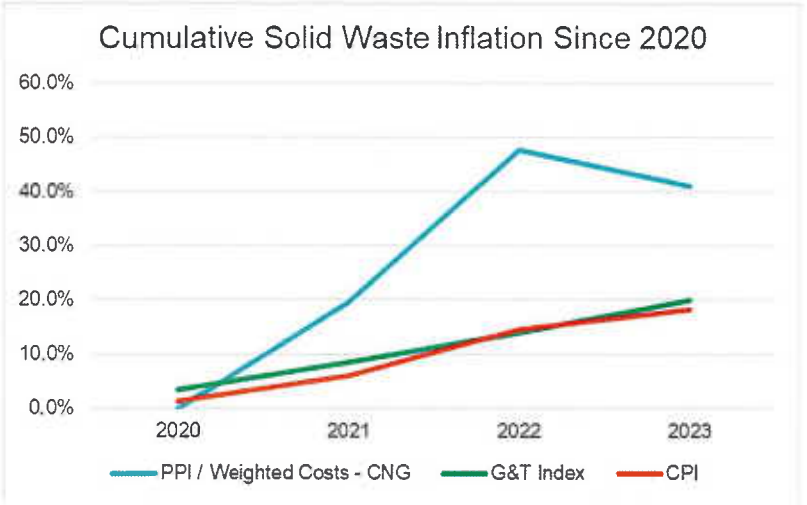
Several recycling and composting laws took effect that had major financial and operational impacts on the solid waste collection system:

1. AB 341 Mandatory Commercial Recycling (MCR) – Adopted into California Law in 2012 and requires businesses that generate four or more cubic yards of commercial waste per week and multi-family complexes with five or more units to self-haul or subscribe to recycling services.
2. AB 1826 Mandatory Commercial Organics (MORe) – Effective January 1, 2016, and phases in the number of businesses and multi-family dwellings that are required to subscribe to commercial organic collection service.
3. AB 827 – Effective July 1, 2020, and expands upon requirements of MCR and MORe to include mandatory recycling and organics carts for businesses at the "front of house" (i.e. portion of the business open to the public) to collect waste generated by customers from products they purchase and consume on the premises.
4. SB 1383 Short-Lived Climate Pollutants (Organics Recycling) – Effective January 1, 2022, and requires jurisdictions to provide organic waste collection services to all residents and businesses so that they may divert all organic waste to a compost program.

Inflation

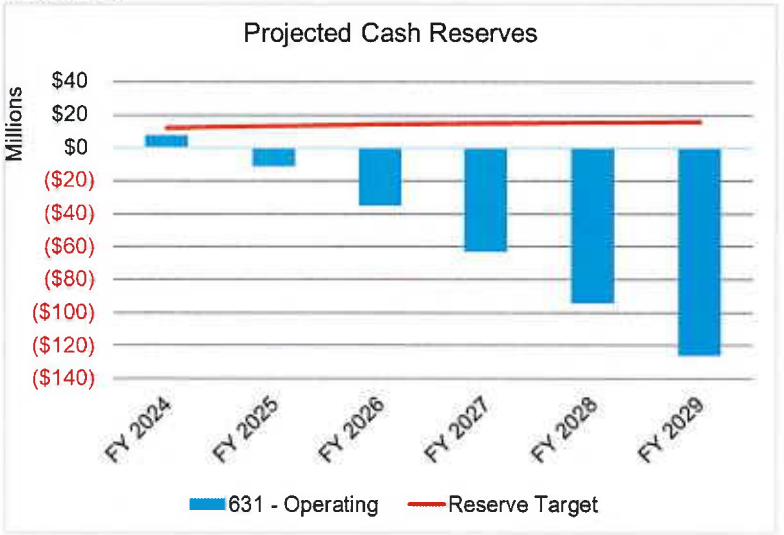
Of significant importance is that the cost to operate a full-service solid waste operation is not immune to inflation. As noted above, the industry has observed significant increases in the cost of solid waste collection, operations, and disposal. The U.S. Bureau of Labor Statistics measures garbage bill increases nationally through a subcomponent to CPI in the Garbage and Trash Index (G&T). The Garbage and Trash Index has increased by 20% since 2020. Raftelis calculated a weighted Producer Price Index (PPI) of the cost inputs to garbage collection service and estimated cost increases may be closer to 40% since 2020 due to labor, capital cost, and fuel cost increases, see Chart 2:

CHART 2



As noted earlier, the City's previous solid waste cost of service analysis was last completed in 2012. Costs for goods and services have increased since that year and continue to do so while the refuse utility rates have only slightly changed (2.1% increase in residential rates and a 2.7% increase in the most popular commercial rate). In addition, recent State unfunded mandates have increased the costs of operations to avoid penalties and/or non-compliance actions by the State. This has led to a structural deficit and impacts ER's financial stability. Without a rate increase, the draft rate model shows a negative fund balance in Fiscal Year 2024/25 and continues in the years to follow, eventually operating at a loss and running in a deficit, see Chart 3:

CHART 3



Note: FY 22-23 Cash Balance base is unaudited and FY 23-24 and beyond are estimates and subject to change.

Aging Infrastructure and Equipment

As mentioned earlier, ER manages an annual load of over 590 million pounds of municipal solid waste. This substantial task necessitates a considerable amount of equipment and infrastructure. ER operates a fleet of 138 vehicles, which includes 109 large heavy-duty trucks. In addition, the Material Recovery Facility (MRF) accommodates sorters and other equipment associated with recycling. The sorting equipment, crucial for the facility's six-day-a-week operations, is currently 27 years old and requires ongoing maintenance to efficiently handle recycling, green waste, food waste, and residual trash from residential, commercial, and industrial customers.

Furthermore, the MRF building itself is also 27 years old and serves as the housing for the ER's administrative staff,

conveyors, walking floors, and sorting equipment. The MRF needs significant improvements, including the installation of a new roof. Here are some examples of operating and capital costs to address this aging equipment and infrastructure:

- Average annual maintenance cost for trash truck (front-end loader) can range from $19,000-$40,000
- Current price of a new trash truck (side-loader) is $339,053 (Purchase of zero-emission vehicles is expected to cost up to 200% more than the current price of a new CNG refuse vehicle)
- Estimated roof replacement costs: $7.5 million
- Annual maintenance and repairs costs for sorting equipment (we have 31 sorting belt lines made up of conveyors, walking floors and one bailer) which can cost between $250K to $1.5M per repair
- Estimated cost for a like-for-like replacement of the MRF is over $3 million (this estimate can fluctuate with the price of steel, metal, inflationary factors, and the consumer price index)

Operational Efficiency Efforts

The ER staff is entrusted with managing enterprise funds based on an annual budget approved by the City Council. The City is committed to investing in meeting local, state, and federal regulations, ensuring safe and reliable solid waste collection services, and providing excellent customer service to residents and businesses. ER has made significant investments totaling approximately $60 million to the Material Recycling Facility (MRF) at Del Norte Regional Recycling and Transfer Station and has acquired Compressed Natural Gas (CNG) automated collection refuse vehicles, replacing older vehicles to enhance efficiency and reduce costs.

ER staff actively engages with residents and businesses, disseminating information about recycling programs and new organic recycling laws through various channels, including social media, billing inserts, radio broadcasts, and special events. Outreach and education staff are available to assist residents and businesses by providing information on recycling and mandated programs.

While striving for efficiency and cost-effectiveness, the City requires rates that accurately reflect the actual cost of providing services. Customers in Oxnard pay a lower per-person rate for refuse service compared to residents in nearby cities. The current average rate per person for trash service is compared with other agencies in Table 3:

TABLE 3

Average Monthly Refuse Cost per Person per Household[1]



	Oxnard	Ventura	Camarillo	Thousand Oaks	[illegible]	[illegible]	[illegible]
Refuse Rate[1]	$30.78 (2015)	$37.59 (2021)	$34.25 (2023)	$28.67 (2025)	$25.60 (201[illegible])	$34.82 (2021)	$34.39 (2022)
Number of Households[2]	50,403	42,091	25,673	46,270	6,859	43,893	---
Persons per Household[2]	4.0	2.58	2.7	2.71	3.06	2.87	---
Average Monthly Refuse Cost per person	$7.70	$14.57	$12.69	$10.58	$8.37	$12.13	---

[1] Average Refuse Rate for single family home for Fiscal Year 2025-2026. Utility rates retrieved from each city's official website.
[2] Data from U.S. Census Bureau.

Updated October 25, 2025

Rate Study Goals

The cost-of-service study identifies the necessary revenue adjustments and the total amount required from rates and fees to meet the cost of service over time. This revenue encompasses operating and maintenance (O&M) expenses, debt service, capital expenses, and reserve funding. The adjustments represent the average rate increase for the City, with individual customer rate changes contingent upon the specific cost of service analysis.

The study incorporates rates and fees designed to foster and maintain a financially sustainable utility. To guide this process, staff, in collaboration with Raftelis, established several goals in developing preliminary rate options. These goals play a crucial role in identifying items that influence rates, such as a reserve fund balance target or Capital Improvement Program (CIP) projects. In essence, the overarching goals aim to ensure a secure, dependable, and sustainable solid waste service. Specific goals include:

1. Cover Operations and Maintenance Costs (O&M) - (G1)
2. Cover Capital Investments - (G2)
3. Legally Compliant - (G3)
4. Promote Financial Viability - (G4)
5. Community Values - (G5)
6. Provide Fairness and Equity - (G6)

Input and Considerations

The cornerstone of the study and the primary objective of the solid waste rates are to reasonably recover the costs associated with providing services, the investment in infrastructure, address known State unfunded mandates, and adhere to the covenants of internal and external fiscal targets, commonly referred to as the "Revenue Sufficiency" evaluation.

Ensuring adequate cash reserves and maintaining appropriate cash flows generally leads to a sustainable long-term financial plan. This plan can help mitigate the financial and operational risks stemming from unexpected or sudden events

affecting financial operations, such as changes in market conditions impacting operations and revenue from recovered materials, reduced growth or tonnage, unforeseen or extraordinary expenses, unfunded mandates, and more. The identified revenue requirements to be funded from rates are then allocated based on the type and level of service.

To assess the sustainability of the City's charges for service, Raftelis developed a financial model capable of forecasting solid waste operations over a ten-year Rate Study Period but with the recommended rate revenue adjustment period comprising the Fiscal Years 2024/25 through 2028/29. By forecasting operations over this period of time we can capture funding requirements that may not be annually occurring, test sensitivity to potential changes in operations or costs, and examine projections of cash reserves and net revenue margins to evaluate compliance with fiscal policies. Performing a thorough evaluation of the City's funding requirements allows us to provide sound rate recommendations to help ensure the City has sufficient resources to fund operations and achieve its objectives. The following provides a brief overview of the key activities performed for the Study:

1. An evaluation of the service area requirements for the City was performed. This included a review of recent historical customers served and corresponding waste generation such that: i) a representative forecast of the Division's needs from a financial standpoint could be prepared, and ii) a projection of rate revenues consistent with the projected service area needs could be developed.

2. Raftelis, with the support of City staff, analyzed a projection of the Net Revenue Requirements from rates and fees, which equates to the expenditure requirements funded from rates and fees. An illustration of the components that make up the Net Revenue Requirements is summarized below:

+ Cost of Operation and Maintenance
+ Debt Service (Vehicle Leases)
+ Indirect Cost Allocation and Administration Payments
+ Capital Funding Requirements
+ Deposits to Reserves for Policy Compliance and Future Expenditures
– Other Operating Revenue
– Interest Income / Transfers from Operating Reserves
= Net Revenue Requirements (Funded from Rates and Fees)

3. The annual cost of providing solid waste service to City customers was determined by identifying the gross revenue requirements, netting out all other applicable revenues resulting in a net revenue requirement to be funded from the respective fees. The applicable equivalent unit billing determinants, as presented within the cost of service analysis of the report, were used to determine the unit cost of service presented in the final report.

4. Based on the identified funding requirements and the cost of service associated with providing service over the Rate Study Period, provide rate recommendations to ensure adequate funding for the City's needs and meet the City's rate goals and objectives.

The following items in Table 4 were key components of developing the rate study and have a direct influence on the actual rates. These were discussed and confirmed with the City Council at the December 5, 2023, City Council meeting.

TABLE 4

Factor	Staff Recommendation	Justification	Goal(s)
1. Rate Study Period	5-year period	Industry standard; long-range planning; fairness of rates; ensures planned operations and mitigates deferred maintenance	G6
2. Pass-Through Charge (to the extent allowed by State Code)	Include a pass-through for fees as allowed by California Government Code 53736	Avoids over or underestimating factors outside the City's control (e.g. disposal fees from third-party vendors)	G4, G5, G6

3. Capital Improvement Program (CIP) and Capital Outlay	Implement over an extended period to smooth rates; leases extended to 7 years, CIP over 20 years	Allows for CIP projects at a pace within existing resources; ensures an operable and safe facility; safe and reliable equipment and vehicles	G2, G4
4. Reserve Fund Balance Target	Endeavor to maintain 25% (per Resolution 15595)	Consistent with City Council Resolution; provides a funding source for emergencies and bond covenants (if/when required) and strong credit ratings	G1, G4, G5
5. Debt Coverage Ratio (when applicable)	Ensure funding of annual debt service and capital lease payments	Ensures the City is not in default of debt/lease repayment obligations	G4, G5
6. Rate Study Period	5-year period	Industry standard; long-range planning; fairness of rates; ensures planned operations and mitigates deferred maintenance	G6
7. Pass-Through Charge (to the extent allowed by State Code)	Include a pass-through for fees as allowed by California Government Code 53736	Avoids over or underestimating factors outside the City's control (e.g. disposal fees from third-party vendors)	G4, G5, G6
8. Capital Improvement Program (CIP) and Capital Outlay	Implement over an extended period to smooth rates; leases extended to 7 years, CIP over 20 years	Allows for CIP projects at a pace within existing resources; ensures an operable and safe facility; safe and reliable equipment and vehicles	G2, G4
9. Reserve Fund Balance Target	Endeavor to maintain 25% (per Resolution 15595)	Consistent with City Council Resolution; provides a funding source for emergencies and bond covenants (if/when required) and strong credit ratings	G1, G4, G5
10. Debt Coverage Ratio (when applicable)	Ensure funding of annual debt service and capital lease payments	Ensures the City is not in default of debt/lease repayment obligations	G4, G5

The cost of service study has evaluated and considered all revenues from both rates and fees, among other revenues.

Financial Assistance Programs

The City of Oxnard's Utility Rate Assistance Program "Project Assist" is available for solid waste, water, and wastewater utility customers who qualify. This program was initially approved by City Council in May 2017 and has since been renewed annually. Project Assist grants financial relief equal to a monthly $25.00 maximum credit per utility bill charged to customers who meet the eligibility requirements. For Fiscal Year 2023/24, staff requested to direct $241,500 from late penalty revenues to the Project Assist Program. The $241,500 allocation estimates that approximately 805 eligible utility customers could participate in the program for a full fiscal year.

Proposition 218 and Outreach Information

Requirements for Prop 218 and Timeline:

1. Proposition 218 has strict rules that govern the revenue of the solid waste utility

2. An agency cannot collect revenue beyond what is necessary to provide the service.
3. Revenues derived from the charge shall not be used for any purpose other than that for which the charge was imposed.
4. The amount of the fee may not be used for any other purpose other than that for which the change was imposed.
5. The amount of the fee may not exceed the proportional cost of service for the parcel.
6. No charge may be imposed for a service unless that service is actually used or immediately available to the owner of the property.
7. A written notice of the proposed charge shall be mailed to the record owner of each parcel at least 45 days before the public hearing when the agency considers all written protests against the charge.

In 2015, the City adopted Resolution Number 14,877 which outlines the procedures for establishing and increasing fees and charges under Proposition 218 (Attachment 3). The proceedings for the proposed solid waste rate increase are consistent with the requirements outlined in this Resolution.

In accordance with Proposition 218 and City Resolution 14,877, the City mailed Proposition 218 notices to both parcel owners and solid waste account holders. Attached is a copy of the Proposition 218 notice. Should the number of written protests received before the close of the Public Hearing on March 19, 2024, be 50% or higher, the rate proceedings shall not continue and the City Council is prohibited from increasing solid waste rates. Should the written protests received be less than 50%, the proceedings may continue for the Council's consideration of a rate increase.

In addition to the required notification listed above, the City has created a multi-faceted outreach campaign to raise awareness of the Refuse Cost of Service Study, which included City Council and Community meetings. The meetings were as follows:

1. November 14, 2023, Public Works and Transportation Committee
2. November 15, 2023, Community Meeting at South Oxnard Center
3. December 5, 2023, City Council Meeting
4. December 13, 2023, Community Meeting at City Council Chambers
5. January 30, 2024, Community Meeting at City Council Chambers
6. February 27, 2024, Public Works and Transportation Committee
7. February 29, 2024, Community Meeting at South Oxnard Center
8. March 4, 2024, City Council Meeting
9. March 6, 2024, Inter-Neighborhood Council Organization Meeting

Staff distributed press releases before the Community Meetings and Public Hearing; ran English and Spanish social media ads on Facebook and Instagram; and published two bilingual print ads in VIDA newspaper to inform residents and stakeholders. Paid outreach was supplemented by including Refuse Cost of Service Study Community Meeting flyers in the neighborhood weekly packets and regularly posting on Nextdoor, Twitter, Facebook, and Instagram. Staff and Raftelis also created an informational Rates 101 and ER Operational and Services video in English and Spanish, that will be shared on the City's website, YouTube, and via the City's social media channels.

CEQA Exemption

The California Environmental Quality Act (CEQA) does not apply to the solid waste rate ordinance because the ordinance establishes, modifies, structures, and/or restructures the City's rates and other charges for solid waste use and related services.

Public Resource Code section 21080(b)(8) in conjunction with Title 14, Chapter 3 of the California Code of Regulations section 15273, exempts solid waste rate modifications when the establishment and modification of rates are for the following purposes: (1) meeting the solid waste utility's operating expenses, including employee wages and fringe benefits; (2) Purchasing or leasing supplies, equipment, and materials; (3) meeting the ER Fund's financial reserve needs and requirements; and (4) obtaining funds for capital projects necessary to maintain solid waste service within the existing service areas. The proposed solid waste rate increases and adoption of a solid waste rate ordinance is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the proposed solid waste rate increases and passage of the solid waste rate ordinance will have a

significant effect on the environment and adoption of this ordinance is exempt from CEQA. (Public Resource Code section 21083).

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

Requesting a solid waste rate increase is taking the necessary steps to improve the financial performance. To strengthen the solid waste system's financial standing, rates must be increased. As noted above, to provide revenue that will meet sustainable critical operations and maintenance, and fund capital expenditures, a corresponding rate adjustment is recommended. Absent an increase in rates, significant decreases to the solid waste operations, deferring of maintenance items, and ceasing critical capital projects will need to be considered.

COMMITTEE OUTCOME

This is a continuation of an item brought to the Public Works and Transportation Committee on November 14, 2023, and to the City Council on December 5, 2023.

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

ATTACHMENTS

1. Ordinance For Solid Waste Rates and Fees
2. Oxnard-Solid-Waste-Proposition-218-Notice
3. Oxnard-ER-Cost-of-Service-Study-Report
4. Reso-14877
5. December 5, 2023 City Council Staff Report
6. Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.1

DATE: April 16, 2024

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 3043 Establishing New Solid Waste Rates and Fees. (20 minutes)

RECOMMENDATION

That the City Council:

1. Adopt Ordinance No. 3043 entitled "Ordinance of the City Council of the City of Oxnard to Establish New Solid Waste Rates and Fees for Customer Use and Service from the City's Environmental Resources Division;" and

2. Find that CEQA does not apply to this ordinance pursuant to Public Resource Code sections 21080(b)(8) and 21083 in conjunction with the exemption listed in Title 14 California Code of Regulations section 15273.

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

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/f2O3lUwC27g

BACKGROUND

The City's Public Works Department Environmental Resources Division (ER) is an enterprise fund operation that provides Municipal Solid Waste (MSW) services to Oxnard residents and businesses, which includes collection, sorting, processing, and disposal for approximately 34,000 residential properties and 5,000 commercial customers (includes apartment buildings) operating six days a week. Services include collecting, sorting, transporting, and transferring material to landfills to foster a clean, safe, and sustainable Oxnard. To provide these services while meeting all Local, State, and Federal requirements, ER:

- Recycles approximately 24,900 tons of material and 22,000 tons of organics (green waste & food waste);
- Customers generate approximately 295,000 tons (590,000,000 lbs) of MSW annually;
- Has a workforce of 179 essential workers fulfilling 529,443 hours per year; and
- Has invested approximately $60 million in capital equipment, facilities, and land including the Del Norte Regional Recycling and Transfer Station and approximately 138 vehicles (109 heavy-duty trucks & 29 small vehicles)

In August 2022, the City authorized Raftelis, the City's Consultant, to perform a solid waste cost of service analysis and rate study to develop the cost of service-based solid waste rates. Raftelis is recognized as a leading rate consultant in California and works with utilities to design solid waste rates to achieve financial balance and maintain financial sustainability.

Following industry best practices, rates are intended to cover service costs, establish adequate reserves, and necessitate a

cost-of-service study every 3-5 years. This study is crucial for evaluating operational effectiveness, confirming the sufficiency of existing rates, and charting a sustainable financial path for solid waste operations. The last Environmental Resources (ER) Study took place in 2012 and was implemented in 2013. Given changes in the solid waste industry and the evolving landscape over the past decade, it's imperative to adapt to rising costs, unfunded State mandates, and the implementation of essential capital projects vital for customer health and safety.

Based upon the Fiscal Year 2023/24 cost-of-service study, the ER division expenditures are anticipated to materially outpace revenues resulting in a negative ending cash balance no later than Fiscal Year 2024/25 without any rate increases. The combination of minimal rate increases, unfunded State mandates, elevated inflation, and the need for significant capital investment to replace and rehabilitate assets is expected to result in a growing structural deficit.

Dependable and efficient solid waste services play a crucial role in safeguarding public health, safety, and the overall welfare of the community. As previously mentioned, without a rate adjustment, the cost-of-service study anticipates negative cash balances by Fiscal Year 2024/25. Staff has presented initial rate increase scenarios for deliberation and consideration. Each scenario considered variations in key assumptions, including the timing and level of rate revenue adjustments, capital spending, and proposed debt issuances. In alignment with the City staff's guidance, various sensitivity analyses were conducted, exploring potential impacts such as no rate adjustment or no capital spending, among other factors.

DISCUSSION

Prior to the City adjusting any property-related fees, such as solid waste rates, the City must comply with Proposition 218. Early February 2024, the City mailed out 55,100 Public Notices, as required by Proposition 218, to all property owners that receive solid waste utility services and all solid waste utility customers. The Public Notice provided information on the City's proposed solid waste rate and fee increases, the proposed impact to solid waste customer utility bills, the date of the Public Hearing on the proposed rate increases, as well as information on how to protest the rate adjustments along with a protest form and instructions on how to complete the form. State law required the City to mail the Public Notice at least 45 days prior to the Public Hearing.

The Public Hearing on the proposed solid waste rate increases was held on March 19, 2024, at the Oxnard City Council Chambers. The City Council conducted a public hearing in which the Council Members received public testimony and written public comments regarding the proposed solid waste rate adjustments. Council members responded to questions from the public and asked questions to City Staff regarding the proposed rates. The Council members considered all information presented on whether to approve or deny the new rates.

After all comments from the public were received at the hearing, the Mayor on Motion closed the public hearing. After the close of the public hearing the City Clerk counted the solid waste rate protests in view of the public in attendance at the hearing. The City Clerk announced that 810 protests had been counted and there were not enough protests received to validate the protests. A majority protest was not achieved.

The City Council voted to take the recommended action which included conducting a public hearing, introducing and waiving further reading of a proposed ordinance to increase solid waste rates and make a finding that CEQA does not apply to the ordinance. The City Council voted 6-0 with one absence in favor of introducing the proposed solid waste rate ordinance.

If adopted, this ordinance will result in adjusted solid waste rates and fees for customers beginning July 1, 2024, and continuing through Fiscal Year 2028/29. The new solid waste rates will provide the revenue requirements necessary to adequately operate the City's ER Division and maintain the financial health of the enterprise fund.

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 passage of the solid waste rate increase is taking the necessary steps to improve financial performance. To strengthen the solid waste system's financial standing, rates must be increased. As noted above, to provide revenue that will meet sustainable critical operations and maintenance, and fund capital expenditures.

COMMITTEE OUTCOME

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

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

ATTACHMENTS

1. Ordinance For Solid Waste Rates and Fees
2. Presentation

ORDINANCE NO. 3043

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD TO ESTABLISH NEW SOLID WASTE RATES AND FEES FOR CUSTOMER USE AND SERVICE FROM THE CITY'S ENVIRONMENTAL RESOURCES DIVISION

WHEREAS, solid waste rates and fees have been set forth and implemented through an uncodified ordinance, specifically Ordinance No. 2861, effective October 18, 2012; and

WHEREAS, the City desires to codify solid waste rates and fees by creating a new Division in Chapter 19 of the Oxnard City Code and require that the City Council establish by ordinance the rates charged for all solid waste services supplied by the City; and

WHEREAS, the Environmental Resources Division of the Public Works Department operates as a self-supporting enterprise fund that depends upon revenues derived from solid waste services to City customers; and

WHEREAS, on the 18th of October 2012, the City Council adopted uncodified City Ordinance No. 2861, establishing the current rates and charges applicable to City solid waste service customers; and

WHEREAS, Ordinance No. 2861 contains certain non-property related fees that will be codified in this current ordinance without an associated increase to those fees; and

WHEREAS, the City's Public Works Department completed a Cost of Services Study, dated January 24, 2024 (Rate Study). The Rate Study assesses the Environmental Resources Division's operation, maintenance, repair, replacement, and capital improvement program budgets and requirements, through a cost of service analysis and report, which collectively are incorporated into the recommended rates and fees provided in this ordinance, so that the proportional cost of providing solid waste service to the City's customers are allocated appropriately and in conformity with all applicable legal requirements. The Cost of Service Report and all the studies, plans and documents relied upon and incorporated in the Report provide the basis for the rates, charges and fees set forth herein; and

WHEREAS, the City's solid waste services includes but is not limited to refuse, recycle and green / organics waste service types to residential, commercial and industrial customers within City limits; and

WHEREAS The proposed rates and certain fees displayed as effective beginning July 1, 2024, show the authorized rates applicable July 1, 2024 and continuing through June 30, 2029; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the establishment or modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND AS FOLLOWS:

1. CEQA does not apply to this ordinance because this ordinance establishes, modifies, structures and restructures the City's rates and other charges for the following purposes:

   a. Meeting the environmental resources utility's operating expenses, including employee wages and fringe benefits;

   b. Purchasing or leasing supplies, equipment, and materials;

   c. Meeting the Environmental Resources Fund's financial reserve needs and requirements; and

   d. Obtaining funds for capital projects necessary to maintain solid waste / refuse service within the existing service areas.

2. The basis for the foregoing claim of exemption is found in the Rate Study.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Parts 3 through 6 of this Ordinance to Chapter 19, Article II as set forth below.

Part 3. Article II of Chapter 19 of the Oxnard City Code is hereby amended to add "**DIVISION 7. RATES AND FEES.**"

Part 4. SEC. 19-202 is added to the new Division 7 of Article II of Chapter 19 and is titled as follows:

"**SEC. 19-202. SOLID WASTE RATES AND FEES.**"

(A) The rates charged for all recurring property related solid waste services provided by the city shall be established by ordinance of the city council. Each customer receiving solid waste service is liable for payment for such service at the scheduled rates established herein.

(B) The fees charged for special collection services provided by the city shall be established by ordinance or resolution and shall be incorporated into the city's master fee schedule. Each customer that requests special collection services is liable for payment for such service at the stated fee(s) as established herein, or by resolution, and as listed on the master fee schedule.

(C) The City Manager or designee may adopt administrative regulations for solid waste services provided pursuant to this division and for purposes of ensuring City wide compliance with State and CalRecycle requirements.

(D) Customer bills for solid waste services subject to this Division shall be computed on a monthly basis according to the rates then in effect, the level of service and frequency of service, and any one-time fees for additional requested services. Customer billings are also subject to sections 19-182 through 19-185 in Division 3 of this Article.

Part 5. SEC. 19-202 is added to the new Division 7 of Article II of Chapter 19 and is titled as follows:

"SEC. 19-203. MONTHLY SOLID WASTE RATES FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMERS."

The Rates for solid waste services shall be established by ordinance and the rates provided by the City are established and effective during the dates indicated, as follows:

(A) RESIDENTIAL MINIMUM SERVICE REQUIREMENTS. Single Family Dwellings, Single Family Dwellings with less than three units, and Mobile Homes shall each receive a 96-gallon refuse container, a 96 gallon recycle container, and a 96 gallon green / organics waste container that will be serviced once a week. The minimum service requirements for residential and mobile home type dwellings listed herein shall be a 64-gallon refuse container, a 96 gallon recycle container, and a 96 gallon green / organics waste container that will be serviced once a week. Each residential service includes one curbside bulky item collection (up to five household items) per year at no additional charge.

(1) MONTHLY RESIDENTIAL RATES FOR SOLID WASTE, RECYCLING, ORGANICS / GREEN WASTE 3-CART SERVICE.

Service Type	Frequency	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
3 Cart Service/ 64-gallon	1x week	$39.33	$43.23	$45.48	$46.83	$47.12
3 Cart Service/ 96-gallon	1x week	$47.41	$52.11	$54.83	$56.46	$56.89
Extra 96 Gallons Cart	1x week	$24.45	$26.88	$28.28	$29.13	$29.41

Service						

(2) MONTHLY RESIDENTIAL MOBILE HOME RATES FOR SOLID WASTE, RECYCLING, ORGANICS / GREEN WASTE 3-CART SERVICE.

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
3 Cart Service/ 64-gallon	1x/week	$36.06	$39.63	$41.69	$42.93	$43.16
3 Cart Service/ 96-gallon	1x/week	$43.45	$47.76	$50.25	$51.74	$52.10
Extra 96 Gallons Cart Service	1x/week	$22.41	$24.63	$25.92	$26.70	$26.96

(B) MULTI-FAMILY RESIDENTIAL AND COMMERCIAL MINIMUM SERVICE REQUIREMENTS. All multi-family residential properties are required to have refuse, recycle, green and organics waste service on a weekly basis with a bin size appropriate for the property based on the services and rates stated in the subsections below.

(1) MONTHLY SOLID WASTE SERVICE RATES FOR MULTI-FAMILY RESIDENTIAL (MFR) OVER 4 UNITS AND COMMERCIAL SERVICE BY FREQUENCY AND CONTAINER SIZE (IN CUBIC YARDS).

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 cu yd bin	1x/week	$57.69	$63.44	$66.77	$68.77	$69.67
1 cu yd bin	2x/week	$115.20	$126.71	$133.36	$137.35	$139.22

1 cu yd bin	3x/week	$172.72	$189.98	$199.95	$205.94	$208.76
1 cu yd bin	4x/week	$230.24	$253.25	$266.54	$274.53	$278.31
1 cu yd bin	5x/week	$287.75	$316.52	$333.13	$343.12	$347.86
1 cu yd bin	6x/week	$345.27	$379.78	$399.72	$411.70	$417.41

1 cu yd-shared	1x/week	$28.84	$31.72	$33.38	$34.38	$34.83
1 cu yd-shared	2x/week	$57.60	$63.36	$66.68	$68.68	$69.61
1 cu yd-shared	3x/week	$86.36	$94.99	$99.97	$102.97	$104.38
1 cu yd-shared	4x/week	$115.12	$126.62	$133.27	$137.26	$139.16
1 cu yd-shared	5x/week	$143.88	$158.26	$166.56	$171.56	$173.93
1 cu yd-shared	6x/week	$172.63	$189.89	$199.86	$205.85	$208.70

1 cu yd-compactor	1x/week	$83.23	$91.54	$96.34	$99.23	$100.56
1 cu yd-compactor	2x/week	$166.29	$182.91	$192.51	$198.28	$200.99
1 cu yd-compactor	3x/week	$249.35	$274.28	$288.67	$297.33	$301.43
1 cu yd-	4x/week	$332.41	$365.64	$384.83	$396.37	$401.86

compactor						
1 cu yd-compactor	5x/week	$415.48	$457.01	$481.00	$495.42	$502.30
1 cu yd-compactor	6x/week	$498.54	$548.38	$577.16	$594.47	$602.73

2 cu yd	1x/week	$115.25	$126.77	$133.41	$137.41	$139.22
2 cu yd	2x/week	$230.29	$253.30	$266.59	$274.59	$278.31
2 cu yd	3x/week	$345.32	$379.84	$399.77	$411.76	$417.41
2 cu yd	4x/week	$460.35	$506.37	$532.95	$548.94	$556.50
2 cu yd	5x/week	$575.38	$632.91	$666.13	$686.11	$695.60
2 cu yd	6x/week	$690.42	$759.45	$799.31	$823.29	$834.69

2 cu yd-shared	1x/week	$57.63	$63.38	$66.71	$68.71	$69.61
2 cu yd-shared	2x/week	$115.14	$126.65	$133.30	$137.29	$139.16
2 cu yd-shared	3x/week	$172.66	$189.92	$199.89	$205.88	$208.70
2 cu yd-shared	4x/week	$230.18	$253.19	$266.48	$274.47	$278.25
2 cu yd-shared	5x/week	$287.69	$316.46	$333.07	$343.06	$347.80
2 cu yd-	6x/week	$345.21	$379.72	$399.66	$411.64	$417.35

shared						

2 cu yd-compactor	1x/week	$166.34	$182.96	$192.56	$198.34	$200.99
2 cu yd-compactor	2x/week	$332.46	$365.70	$384.89	$396.43	$401.86
2 cu yd-compactor	3x/week	$498.59	$548.43	$577.22	$594.53	$602.73
2 cu yd-compactor	4x/week	$664.71	$731.17	$769.55	$792.63	$803.61
2 cu yd-compactor	5x/week	$830.83	$913.90	$961.88	$990.73	$1,004.48
2 cu yd-compactor	6x/week	$996.95	$1,096.64	$1,154.20	$1,188.83	$1,205.35

3 cu yd	1x/week	$172.82	$190.09	$200.06	$206.06	$208.76
3 cu yd	2x/week	$345.37	$379.89	$399.83	$411.82	$417.41
3 cu yd	3x/week	$517.92	$569.70	$599.60	$617.58	$626.05
3 cu yd	4x/week	$690.47	$759.50	$799.37	$823.35	$834.69
3 cu yd	5x/week	$863.02	$949.31	$999.14	$1,029.11	$1,043.33
3 cu yd	6x/week	$1,035.57	$1,139.11	$1,198.91	$1,234.87	$1,251.98

3 cu yd-shared	1x/week	$86.41	$95.04	$100.03	$103.03	$104.38

3 cu yd-shared	2x/week	$172.68	$189.95	$199.92	$205.91	$208.70
3 cu yd-shared	3x/week	$258.96	$284.85	$299.80	$308.79	$313.02
3 cu yd-shared	4x/week	$345.23	$379.75	$399.68	$411.67	$417.35
3 cu yd-shared	5x/week	$431.51	$474.65	$499.57	$514.55	$521.67
3 cu yd-shared	6x/week	$517.78	$569.56	$599.45	$617.44	$625.99

3 cu yd-compactor	1x/week	$249.45	$274.39	$288.78	$297.44	$301.43
3 cu yd-compactor	2x/week	$498.64	$548.49	$577.28	$594.59	$602.73
3 cu yd-compactor	3x/week	$747.82	$822.59	$865.77	$891.74	$904.04
3 cu yd-compactor	4x/week	$997.00	$1,096.69	$1,154.26	$1,188.88	$1,205.35
3 cu yd-compactor	5x/week	$1,246.19	$1,370.79	$1,442.75	$1,486.03	$1,506.65
3 cu yd-compactor	6x/week	$1,495.37	$1,644.89	$1,731.24	$1,783.18	$1,807.96

4 cu yd	1x/week	$230.29	$253.30	$266.59	$274.59	$278.31
4 cu yd	2x/week	$460.35	$506.37	$532.95	$548.94	$556.50

4 cu yd	3x/week	$690.42	$759.45	$799.31	$823.29	$834.69
4 cu yd	4x/week	$920.48	$1,012.52	$1,065.67	$1,097.64	$1,112.88
4 cu yd	5x/week	$1,150.55	$1,265.59	$1,332.03	$1,371.99	$1,391.07
4 cu yd	6x/week	$1,380.62	$1,518.66	$1,598.39	$1,646.34	$1,669.26

4 cu yd-shared	1x/week	$115.14	$126.65	$133.30	$137.29	$139.16
4 cu yd-shared	2x/week	$230.18	$253.19	$266.48	$274.47	$278.25
4 cu yd-shared	3x/week	$345.21	$379.72	$399.66	$411.64	$417.35
4 cu yd-shared	4x/week	$460.24	$506.26	$532.84	$548.82	$556.44
4 cu yd-shared	5x/week	$575.27	$632.80	$666.01	$685.99	$695.54
4 cu yd-shared	6x/week	$690.31	$759.33	$799.19	$823.17	$834.63

4 cu yd-compactor	1x/week	$332.46	$365.70	$384.89	$396.43	$401.86
4 cu yd-compactor	2x/week	$664.71	$731.17	$769.55	$792.63	$803.61
4 cu yd-compactor	3x/week	$996.95	$1,096.64	$1,154.20	$1,188.83	$1,205.35
4 cu yd-	4x/week	$1,329.20	$1,462.11	$1,538.86	$1,585.02	$1,607.09

compactor						
4 cu yd-compactor	5x/week	$1,661.44	$1,827.57	$1,923.52	$1,981.22	$2,008.83
4 cu yd-compactor	6x/week	$1,993.69	$2,193.04	$2,308.17	$2,377.41	$2,410.58

(2) MONTHLY RECYCLE SERVICE RATES FOR MULTI-FAMILY RESIDENTIAL (MFR) OVER 4 UNITS AND COMMERCIAL SERVICE BY FREQUENCY AND CONTAINER SIZE (IN CUBIC YARDS).

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 cu yd bin	1x/week	$27.28	$30.00	$31.57	$32.51	$32.90
1 cu yd bin	2x/week	$54.39	$59.82	$62.95	$64.84	$65.69
1 cu yd bin	3x/week	$81.51	$89.64	$94.34	$97.17	$98.47
1 cu yd bin	4x/week	$108.62	$119.47	$125.73	$129.50	$131.25
1 cu yd bin	5x/week	$135.73	$149.29	$157.12	$161.83	$164.04
1 cu yd bin	6x/week	$162.84	$179.11	$188.51	$194.16	$196.82

1 cu yd-shared	1x/week	$13.64	$15.00	$15.78	$16.25	$16.45
1 cu yd-shared	2x/week	$27.20	$29.91	$31.48	$32.42	$32.84
1 cu yd-shared	3x/week	$40.75	$44.82	$47.17	$48.59	$49.23

1 cu yd-shared	4x/week	$54.31	$59.73	$62.87	$64.75	$65.63
1 cu yd-shared	5x/week	$67.86	$74.64	$78.56	$80.92	$82.02
1 cu yd-shared	6x/week	$81.42	$89.56	$94.26	$97.08	$98.41

1 cu yd-compactor	1x/week	$31.33	$34.45	$36.25	$37.33	$37.80
1 cu yd-compactor	2x/week	$62.49	$68.72	$72.32	$74.49	$75.47
1 cu yd-compactor	3x/week	$93.64	$103.00	$108.40	$111.65	$113.15
1 cu yd-compactor	4x/week	$124.80	$137.27	$144.47	$148.80	$150.82
1 cu yd-compactor	5x/week	$155.96	$171.54	$180.54	$185.96	$188.50
1 cu yd-compactor	6x/week	$187.12	$205.82	$216.62	$223.11	$226.17

2 cu yd	1x/week	$54.44	$59.88	$63.01	$64.90	$65.69
2 cu yd	2x/week	$108.67	$119.52	$125.79	$129.56	$131.25
2 cu yd	3x/week	$162.89	$179.17	$188.57	$194.22	$196.82
2 cu yd	4x/week	$217.11	$238.81	$251.34	$258.88	$262.38
2 cu yd	5x/week	$271.34	$298.46	$314.12	$323.54	$327.95

2 cu yd	6x/week	$325.56	$358.11	$376.90	$388.20	$393.52

2 cu yd-shared	1x/week	$27.22	$29.94	$31.51	$32.45	$32.84
2 cu yd-shared	2x/week	$54.33	$59.76	$62.89	$64.78	$65.63
2 cu yd-shared	3x/week	$81.45	$89.58	$94.28	$97.11	$98.41
2 cu yd-shared	4x/week	$108.56	$119.41	$125.67	$129.44	$131.19
2 cu yd-shared	5x/week	$135.67	$149.23	$157.06	$161.77	$163.98
2 cu yd-shared	6x/week	$162.78	$179.05	$188.45	$194.10	$196.76

2 cu yd-compactor	1x/week	$62.54	$68.78	$72.38	$74.55	$75.47
2 cu yd-compactor	2x/week	$124.85	$137.32	$144.53	$148.86	$150.82
2 cu yd-compactor	3x/week	$187.17	$205.87	$216.67	$223.17	$226.17
2 cu yd-compactor	4x/week	$249.48	$274.42	$288.82	$297.48	$301.53
2 cu yd-compactor	5x/week	$311.80	$342.97	$360.97	$371.79	$376.88
2 cu yd-	6x/week	$374.12	$411.52	$433.11	$446.10	$452.23

compactor						

3 cu yd	1x/week	$81.60	$89.75	$94.46	$97.29	$98.47
3 cu yd	2x/week	$162.94	$179.22	$188.62	$194.28	$196.82
3 cu yd	3x/week	$244.28	$268.69	$282.79	$291.27	$295.17
3 cu yd	4x/week	$325.61	$358.16	$376.96	$388.26	$393.52
3 cu yd	5x/week	$406.95	$447.63	$471.12	$485.25	$491.87
3 cu yd	6x/week	$488.28	$537.10	$565.29	$582.25	$590.21

3 cu yd-shared	1x/week	$40.80	$44.88	$47.23	$48.64	$49.23
3 cu yd-shared	2x/week	$81.47	$89.61	$94.31	$97.14	$98.41
3 cu yd-shared	3x/week	$122.14	$134.35	$141.40	$145.64	$147.58
3 cu yd-shared	4x/week	$162.81	$179.08	$188.48	$194.13	$196.76
3 cu yd-shared	5x/week	$203.47	$223.81	$235.56	$242.63	$245.93
3 cu yd-shared	6x/week	$244.14	$268.55	$282.65	$291.12	$295.11

3 cu yd-compactor	1x/week	$93.74	$103.11	$108.51	$111.76	$113.15

3 cu yd-compactor	2x/week	$187.22	$205.93	$216.73	$223.23	$226.17
3 cu yd-compactor	3x/week	$280.69	$308.75	$324.95	$334.70	$339.20
3 cu yd-compactor	4x/week	$374.17	$411.57	$433.17	$446.16	$452.23
3 cu yd-compactor	5x/week	$467.64	$514.39	$541.39	$557.63	$565.26
3 cu yd-compactor	6x/week	$561.11	$617.21	$649.61	$669.10	$678.28

4 cu yd	1x/week	$108.67	$119.52	$125.79	$129.56	$131.25
4 cu yd	2x/week	$217.11	$238.81	$251.34	$258.88	$262.38
4 cu yd	3x/week	$325.56	$358.11	$376.90	$388.20	$393.52
4 cu yd	4x/week	$434.01	$477.40	$502.46	$517.53	$524.65
4 cu yd	5x/week	$542.46	$596.69	$628.01	$646.85	$655.78
4 cu yd	6x/week	$650.90	$715.98	$753.57	$776.17	$786.91

4 cu yd-shared	1x/week	$54.33	$59.76	$62.89	$64.78	$65.63
4 cu yd-shared	2x/week	$108.56	$119.41	$125.67	$129.44	$131.19
4 cu yd-shared	3x/week	$162.78	$179.05	$188.45	$194.10	$196.76

4 cu yd-shared	4x/week	$217.00	$238.70	$251.23	$258.76	$262.32
4 cu yd-shared	5x/week	$271.23	$298.35	$314.01	$323.42	$327.89
4 cu yd-shared	6x/week	$325.45	$357.99	$376.78	$388.08	$393.46

4 cu yd-compactor	1x/week	$124.85	$137.32	$144.53	$148.86	$150.82
4 cu yd-compactor	2x/week	$249.48	$274.42	$288.82	$297.48	$301.53
4 cu yd-compactor	3x/week	$374.12	$411.52	$433.11	$446.10	$452.23
4 cu yd-compactor	4x/week	$498.75	$548.61	$577.41	$594.73	$602.93
4 cu yd-compactor	5x/week	$623.38	$685.71	$721.70	$743.35	$753.63
4 cu yd-compactor	6x/week	$748.01	$822.80	$865.99	$891.97	$904.34

(3) MONTHLY GREENWASTE SERVICE RATES FOR MULTI-FAMILY RESIDENTIAL (MFR) OVER 4 UNITS AND COMMERCIAL SERVICE BY FREQUENCY AND CONTAINER SIZE (IN CUBIC YARDS).

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 cu yd bin	1x/week	$29.69	$32.64	$34.35	$35.38	$35.81

1 cu yd bin	2x/week	$59.21	$65.11	$68.53	$70.58	$71.50
1 cu yd bin	3x/week	$88.72	$97.58	$102.70	$105.78	$107.20
1 cu yd bin	4x/week	$118.24	$130.05	$136.88	$140.98	$142.89
1 cu yd bin	5x/week	$147.76	$162.52	$171.05	$176.18	$178.58
1 cu yd bin	6x/week	$177.28	$194.99	$205.22	$211.38	$214.27

1 cu yd-shared	1x/week	$14.84	$16.32	$17.18	$17.69	$17.91
1 cu yd-shared	2x/week	$29.60	$32.56	$34.26	$35.29	$35.75
1 cu yd-shared	3x/week	$44.36	$48.79	$51.35	$52.89	$53.60
1 cu yd-shared	4x/week	$59.12	$65.03	$68.44	$70.49	$71.44
1 cu yd-shared	5x/week	$73.88	$81.26	$85.52	$88.09	$89.29
1 cu yd-shared	6x/week	$88.64	$97.50	$102.61	$105.69	$107.14

1 cu yd-compactor	1x/week	$36.14	$39.74	$41.82	$43.07	$43.61
1 cu yd-compactor	2x/week	$72.11	$79.31	$83.47	$85.97	$87.11
1 cu yd-compactor	3x/week	$108.08	$118.88	$125.11	$128.86	$130.60

1 cu yd-compactor	4x/week	$144.05	$158.44	$166.76	$171.76	$174.10
1 cu yd-compactor	5x/week	$180.02	$198.01	$208.40	$214.65	$217.59
1 cu yd-compactor	6x/week	$215.99	$237.58	$250.05	$257.54	$261.09

2 cu yd	1x/week	$59.26	$65.17	$68.58	$70.64	$71.50
2 cu yd	2x/week	$118.29	$130.11	$136.93	$141.04	$142.89
2 cu yd	3x/week	$177.33	$195.05	$205.28	$211.44	$214.27
2 cu yd	4x/week	$236.36	$259.99	$273.63	$281.84	$285.66
2 cu yd	5x/week	$295.40	$324.93	$341.98	$352.24	$357.04
2 cu yd	6x/week	$354.44	$389.87	$410.33	$422.63	$428.43

2 cu yd-shared	1x/week	$29.63	$32.58	$34.29	$35.32	$35.75
2 cu yd-shared	2x/week	$59.15	$65.05	$68.47	$70.52	$71.44
2 cu yd-shared	3x/week	$88.66	$97.52	$102.64	$105.72	$107.14
2 cu yd-shared	4x/week	$118.18	$129.99	$136.82	$140.92	$142.83
2 cu yd-shared	5x/week	$147.70	$162.46	$170.99	$176.12	$178.52

2 cu yd-shared	6x/week	$177.22	$194.93	$205.16	$211.32	$214.21

2 cu yd-compactor	1x/week	$72.16	$79.36	$83.52	$86.03	$87.11
2 cu yd-compactor	2x/week	$144.10	$158.50	$166.81	$171.81	$174.10
2 cu yd-compactor	3x/week	$216.04	$237.63	$250.10	$257.60	$261.09
2 cu yd-compactor	4x/week	$287.98	$316.77	$333.39	$343.39	$348.08
2 cu yd-compactor	5x/week	$359.92	$395.90	$416.68	$429.18	$435.07
2 cu yd-compactor	6x/week	$431.86	$475.04	$499.97	$514.97	$522.05

3 cu yd	1x/week	$88.82	$97.69	$102.82	$105.90	$107.20
3 cu yd	2x/week	$177.38	$195.10	$205.34	$211.50	$214.27
3 cu yd	3x/week	$265.93	$292.51	$307.86	$317.09	$321.35
3 cu yd	4x/week	$354.48	$389.92	$410.39	$422.69	$428.43
3 cu yd	5x/week	$443.04	$487.33	$512.91	$528.29	$535.51
3 cu yd	6x/week	$531.59	$584.74	$615.43	$633.89	$642.58

3 cu yd-shared	1x/week	$44.41	$48.85	$51.41	$52.95	$53.60
3 cu yd-shared	2x/week	$88.69	$97.55	$102.67	$105.75	$107.14
3 cu yd-shared	3x/week	$132.97	$146.26	$153.93	$158.55	$160.68
3 cu yd-shared	4x/week	$177.24	$194.96	$205.19	$211.35	$214.21
3 cu yd-shared	5x/week	$221.52	$243.67	$256.45	$264.15	$267.75
3 cu yd-shared	6x/week	$265.80	$292.37	$307.72	$316.95	$321.29

3 cu yd-compactor	1x/week	$108.18	$118.99	$125.23	$128.98	$130.60
3 cu yd-compactor	2x/week	$216.09	$237.69	$250.16	$257.66	$261.09
3 cu yd-compactor	3x/week	$324.00	$356.39	$375.09	$386.34	$391.57
3 cu yd-compactor	4x/week	$431.91	$475.09	$500.03	$515.03	$522.05
3 cu yd-compactor	5x/week	$539.82	$593.80	$624.96	$643.71	$652.54
3 cu yd-compactor	6x/week	$647.74	$712.50	$749.90	$772.39	$783.02

4 cu yd	1x/week	$118.29	$130.11	$136.93	$141.04	$142.89
4 cu yd	2x/week	$236.36	$259.99	$273.63	$281.84	$285.66
4 cu yd	3x/week	$354.44	$389.87	$410.33	$422.63	$428.43
4 cu yd	4x/week	$472.51	$519.75	$547.03	$563.43	$571.20
4 cu yd	5x/week	$590.58	$649.63	$683.72	$704.23	$713.97
4 cu yd	6x/week	$708.65	$779.50	$820.42	$845.03	$856.74

4 cu yd-shared	1x/week	$59.15	$65.05	$68.47	$70.52	$71.44
4 cu yd-shared	2x/week	$118.18	$129.99	$136.82	$140.92	$142.83
4 cu yd-shared	3x/week	$177.22	$194.93	$205.16	$211.32	$214.21
4 cu yd-shared	4x/week	$236.25	$259.87	$273.51	$281.72	$285.60
4 cu yd-shared	5x/week	$295.29	$324.81	$341.86	$352.12	$356.98
4 cu yd-shared	6x/week	$354.33	$389.75	$410.21	$422.52	$428.37

4 cu yd-compactor	1x/week	$144.10	$158.50	$166.81	$171.81	$174.10
4 cu yd-compactor	2x/week	$287.98	$316.77	$333.39	$343.39	$348.08

4 cu yd-compactor	3x/week	$431.86	$475.04	$499.97	$514.97	$522.05
4 cu yd-compactor	4x/week	$575.75	$633.31	$666.55	$686.54	$696.03
4 cu yd-compactor	5x/week	$719.63	$791.58	$833.13	$858.12	$870.01
4 cu yd-compactor	6x/week	$863.51	$949.85	$999.71	$1,029.70	$1,043.99

(4) MONTHLY ORGANIC SERVICE RATES FOR MULTI-FAMILY RESIDENTIAL (MFR) OVER 4 UNITS AND COMMERCIAL SERVICE BY FREQUENCY AND CONTAINER SIZE (IN CUBIC YARDS).

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
64 gallon	3x/week	$79.01	$86.90	$91.45	$94.19	$95.39
1 cu yd	1x/week	$83.11	$91.40	$96.20	$99.08	$100.34
2 cu yd	1x/week	$166.09	$182.69	$192.27	$198.04	$200.56
3 cu yd	1x/week	$249.08	$273.97	$288.35	$297.00	$300.77
4 cu yd	1x/week	$332.06	$365.26	$384.43	$395.96	$400.99

(C) MONTHLY SOLID WASTE SERVICE RATES FOR 1X/ WEEK COMMERCIAL CART SERVICE BY QUANTITY OF CARTS.

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 96-gallon	1x/week	$36.51	$40.15	$42.26	$43.52	$44.01

cart						
2 96-gallon cart	1x/week	$73.03	$80.31	$84.51	$87.04	$88.01
3 96-gallon cart	1x/week	$109.54	$120.46	$126.77	$130.56	$132.02
4 96-gallon cart	1x/week	$146.06	$160.61	$169.02	$174.08	$176.03
5 96-gallon cart	1x/week	$182.57	$200.77	$211.28	$217.60	$220.04
6 96-gallon cart	1x/week	$219.09	$240.92	$253.53	$261.12	$264.04

(1) This rate is in effect for existing commercial customers receiving this service type. This service type will not be offered for new commercial accounts as of July 1, 2024.

(D) MONTHLY RECYCLED AND GREENWASTE/ORGANICS SERVICE RATES FOR 1X/ WEEK COMMERCIAL CART SERVICE.

Service Type	Frequency of pick up	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
1 96-gallon cart	1x/week	$21.41	$21.41	$21.41	$21.41	$21.41

(1) This rate has been effective since September 1, 2021, and is for existing commercial customers receiving this service type. This service type will not be offered for new commercial accounts as of July 1, 2024.

(E) SERVICE PULL RATES FOR INDUSTRIAL COLLECTION.

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Up to 10-cu yd Roll					

Off Bin (max 10 tons)	$269.43	$296.38	$311.94	$321.30	$325.79
Up to 13.4 cu yd Roll Off Bin (max 10 tons)	$269.43	$296.38	$311.94	$321.30	$325.79
Up to 20 cu yd Roll Off Bin	$269.43	$296.38	$311.94	$321.30	$325.79
Up to 20 cu yd Compactor	$269.43	$296.38	$311.94	$321.30	$325.79
Up to 30 cu yd Roll Off Bin	$269.43	$296.38	$311.94	$321.30	$325.79
30 cu yd Compactor	$269.43	$296.38	$311.94	$321.30	$325.79
40 cu yd Roll Off Bin	$269.43	$296.38	$311.94	$321.30	$325.79
40 cu yd Compactor	$269.43	$296.38	$311.94	$321.30	$325.79

(F) DAILY AND MONTHLY RENTAL RATES FOR INDUSTRIAL BINS.

Service Type	Rental Frequency	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
10 cu yd Roll Off Bin	Monthly / Daily	$46.45 / $1.53	$47.84 / $1.57	$49.28 / $1.62	$50.76 / $1.67	$52.28 / $1.72
13.4 cu yd Roll Off Bin	Monthly / Daily	$49.99 / $1.64	$51.49 / $1.69	$53.03 / $1.74	$54.62 / $1.80	$56.26 / $1.85
20 cu yd Sealed Roll Off Bin	Monthly / Daily	$67.30 / $2.21	$69.32 / $2.28	$71.40 / $2.35	$73.54 / $2.42	$75.75 / $2.49

30 cu yd Roll Off Bin	Monthly / Daily	$58.05 $1.91	$59.79 $1.97	$61.58 $2.02	$63.43 $2.09	$65.33 $2.15
40 cu yd Roll Off Bin	Monthly / Daily	$66.48 $2.19	$68.47 $2.25	$70.52 $2.32	$72.64 $2.39	$74.82 $2.46
40 cu yd Sealed Roll Off Bin	Monthly / Daily	$87.09 $2.86	$89.70 $2.95	$92.39 $3.04	$95.16 $3.13	$98.01 $3.22

(G) RATES FOR SOLID WASTE WALKING FLOOR TRANSFER TRAILER RATES FOR INDUSTRIAL SERVICE PER PULL/TRANSFER.

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
53-Foot Walking Floor Trailer	$384.86	$398.34	$412.28	$426.71	$441.64

Part 6. SEC. 19-204 is added to the new Division 7 of Article II of Chapter 19 and is titled as follows:

SEC. 19-204. SPECIAL COLLECTION SERVICES AND FEES

The following fees for special, non-property related solid waste services provided by the City are established and effective during the dates indicated, as follows:

(A) TIPPING FEES FOR INDUSTRIAL SERVICE PER TON OF WEIGHED MATERIAL AND SECURITYAND CONTAMINATION PREVENTION FEE.

Service Type	Waste Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Del Norte Tip	Solid Waste	$93.88	$103.27	$108.69	$111.95	$113.52

Fee (Per Ton)						
Del Norte Tip Fee (Per Ton)	Comingled Recycling	$44.26	$48.68	$51.24	$52.77	$53.51
Del Norte Tip Fee (Per Ton)	Green Waste	$105.53	$116.08	$122.18	$125.84	$127.61
Del Norte Tip Fee (Per Ton)	Organics	$171.95	$189.14	$199.08	$205.05	$207.92
Walking Floor Transfer Trailer Tip Fee (Per Ton)	Solid Waste	$34.63	$35.67	$36.74	$37.84	$38.98
Landfill disposal Cost (Del Norte Facility Tip Fee)	Construction & Demolition Materials and associated Waste	$130.98	$131.78	$139.92	$143.48	$147.13
Del Norte Tip Fee	Tires	$272.00	$280.16	$288.56	$297.22	$306.14
Security and Contamination Prevention Fee (Monthly, Per Bin/Container)	All	$0.12	$0.12	$0.12	$0.12	$0.12

(1) Tipping Fees for the above categories of waste shall be charged on a pro rata basis to be determined by the weight of the waste type beginning at one half ton and up.

(a) All waste disposed of pursuant to this subparagraph is designated as an industrial service due to the tonnage weight of waste being disposed of at the Del Norte Facility.

(b) The Walking Floor Transfer Trailer Tip Fee is limited to industrial customers receiving direct haul service to the Simi Landfill from the Customers Property.

(c) The security and contamination prevention fee is charged to all customers per container/bin per month. This fee is not applicable to residential and mobile home customers.

(2) Minimum Gate Fee. There shall be a minimum tipping fee for all waste types weighing under one half ton and those fees are as follows:

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Minimum Gate Fee	$28.41	$29.26	$30.14	$31.04	$31.97

(3) Host Fee. In additional to any applicable fees stated in this Division, the City charges a host fee of $4.00 per ton of solid waste collected outside Oxnard city limits and delivered to the Del Norte Regional Recycling and Transfer Station.

(B) FEES FOR COMMERCIAL BIN RENTAL SERVICE FOR CONSTRUCTION AND DEMOLITION PROJECTS FOR 2 AND 4 CUBIC YARD BINS

Service Type	Waste Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Per Pull 2 cu yd	Any type except: furniture, mattress, appliances, dirt and concrete	$43.87	$46.25	$48.12	$49.73	$51.14
Per Pull 4 cu yd	Any type except: furniture, mattress, appliances, dirt and concrete	$56.83	$60.50	$63.12	$65.18	$66.81
2 cu yd Daily Rental fee	Any type except: furniture, mattress, appliances,	$0.24	$0.25	$0.26	$0.27	$0.28

	dirt and concrete					
4 cu yd Daily Rental fee	Any type except: furniture, mattress, appliances, dirt and concrete	$0.30	$0.31	$0.32	$0.33	$0.34

(C) FEES FOR COMMERCIAL BIN RENTAL SERVICE FOR CONSTRUCTION AND DEMOLITIONS PROJECT FOR 10, 13.4, 20, 30 AND 40 CUBIC YARDS

Service Type	Waste Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Per Pull Fee for 10, 13.4, 20 30, and 40 cu yd bins	Construc-tion and Demolition Materials	$269.43	$296.38	$311.94	$321.30	$325.79
10 cu yd roll off bin Daily Rental fee	Construc-tion and Demolition Materials	$1.53	$1.57	$1.62	$1.67	$1.72
13.4 cu yd roll off bin Daily Rental fee	Construc-tion and Demolition Materials	$1.64	$1.69	$1.74	$1.80	$1.85
20 cu yd roll off bin Daily Rental fee	Construc-tion and Demolition Materials	$2.21	$2.28	$2.35	$2.42	$2.49

30 cu yd roll off bin Daily Rental fee	Construc-tion and Demolition Materials	$1.91	$1.97	$2.02	$2.09	$2.15
40 cu yd roll off bin Daily Rental fee	Construc-tion and Demolition Materials	$2.19	$2.25	$2.32	$2.39	$2.46
40 cu yd roll off bin sealed Daily Rental fee	Construc-tion and Demolition Materials	$2.86	$2.95	$3.04	$3.13	$3.22

(1) Construction and Demolition Materials includes but is not limited to the following: lumber, drywall, metals, masonry (brick, concrete, etc.), carpet, plastic, pipes, cardboard, green waste related to land development.

(D) FEES FOR REPLACEMENT FOR NEGLECTED, DAMAGED, OR MISSING CONTAINERS.

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Residential 96-gallon container	$65.04	$66.99	$69.00	$71.07	$73.20
Residential 64-gallon containers	$57.50	$59.23	$61.01	$62.84	$64.73
Commercial 1-cubic yard (lined)	$1,111.00	$1,144.33	$1,178.66	$1,214.02	$1,250.44
Commercial 2-cubic yard (lined)	$1,269.00	$1,307.07	$1,346.28	$1,386.67	$1,428.27

Commercial 3-cubic yard (lined)	$1,399.00	$1,440.97	$1,484.20	$1,528.73	$1,574.59
Commercial 4-cubic yard (lined)	$1,620.00	$1,668.60	$1,718.66	$1,770.22	$1,823.33
Industrial 1-cubic yard (lined)	$1,111.00	$1,144.33	$1,178.66	$1,214.02	$1,250.44
Industrial 10-cubic yard (lined)	$8,179.00	$8,424.37	$8,677.10	$8,937.41	$9,205.53
Industrial 13.4-cubic yard (lined)	$8,802.00	$9,066.06	$9,338.04	$9,618.18	$9,906.73
Industrial 20-cubic yard (lined)	$11,850.00	$12,205.50	$12,571.67	$12,948.82	$13,337.28
Industrial 30-cubic yard (lined)	$10,221.00	$10,527.63	$10,843.46	$11,168.76	$11,503.82
Industrial 40-cubic yard (lined)	$11,706.00	$12,057.18	$12,418.90	$12,791.47	$13,175.21

(E) ADDITIONAL SERVICE REQUEST FEES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS

Service Type	Effective July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Return Pick-up / extra	$29.78	$30.67	$31.59	$32.54	$33.52

Pick-up – automatic side loader					
Return Pick-up / extra Pick-up – front loader	$42.64	$43.92	$45.24	$46.60	$48.00
Bulky Pick-up (up to 5 household items)	$45.00	$46.35	$47.74	$49.17	$50.65

(F) MISCELLANEOUS SPECIAL SERVICE FEES

(1) Freon Extraction Fee for residential and commercial purposes

Residential Application (refrigerator and air conditions)	$30.00
Commercial Application (oversized units)	$35.00

(2) Commercial Container Cleaning. Upon request of customer, the City will steam clean commercial containers of 2 and 4 cubic yard sizes, and commercial compactors. The City will pick up the container or compactor, transport to the City Yard for steam cleaning, and return the container or compactor to the customer's location. The fees are as follows:

Container Cleaning – up to 2 cu yd	$40.00
Container Cleaning – up to 4 cu yd	$60.00
Container Cleaning – Compactor	$110.00

(3) Commercial and Industrial Castor Replacement. Customers may request replacement for a damaged castor or the City may replace the damaged castor without request by the customer if the damaged castor prevents the City from carrying out the associated solid waste service. The replacement castor fee is as follows:

2 & 4 cu yd Castor Wheel Replacement – Commercial	$20.00 (per castor)
Castor Wheel Replacement – Industrial	$30.00 (per castor)

(4) Commercial Container Security Locking Device. At the customer's request, the City will provide a security locking device for 2 and 4 cubic yard containers. The fee shall be **$60.00** for each locking device per container and includes the device and installation.

(5) Change of Service Level. A fee of **$5.00** shall be charged to the customer for each request to change their level of solid waste service.

(6) Residential or Commercial Tire Disposal Pick Up Service.

Tires: less than 36 inches	$9.00 each
Tires: 36 inches to 60 inches	$30.00 each
Tires: over 60 inches	$200.00 each

(7) Add on Fees for Special Collection Services

Uncovered Loads Capable of Producing Litter (Per Ton)	$5.00
Appliances Disposal	$15.00
Container Delivery Fee (1, 2, 3, 4, 10, 13.4, 20, 30 and 40 cu yd)	$15.00
Hard to Handle / Bulky Item Fee (per ton)	$135.00
Special Handling (per ton)	$65.00

Special Pull Offs (each plus the disposal fee)	$75.00
Other Materials Not listed in Article II of Chapter 19 of Oxnard City Code.	$60.00 per hour

Part 7. The provisions of this ordinance shall be applicable to all solid waste services provided and rates and fees incurred on and after July 1, 2024. Ordinance No. 2861 is repealed by this ordinance, effective July 1, 2024.

Part 8. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect. Where that is the case, the City Council intends that the provisions of Ordinance No. 2861 that would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 9. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA pursuant to Public Resources Code section 21080(b)(8) and 21083 in conjunction with California Code of Regulations, Title 14, Chapter 3, section 15273 (CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, told, fares, or other charges by public agencies which the public agency makes appropriate findings pursuant to this section), because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

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Part 10. Pursuant to Government Code Section 36933(c)(l), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

Part 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3043 was first read on March 19, 2024, finally adopted on April 16, 2024 to become effective on July 1, 2024.

APPROVED AND ADOPTED this 16th day of April, 2024, by the following vote:

AYES: Councilmembers Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela and Zaragoza

NOES: None.

ABSENT: None.

ABSTAIN: None.

John C Zaragoza
John Zaragoza, Mayor

ATTEST:

R. Chaparro 4/16/24
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.1

DATE: March 4, 2025

TO: City Council

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

SUBJECT: Annual Enterprise Pavement Impact Cost Reimbursement Study. (10 minutes)

RECOMMENDATION

That the City Council receive and file the Annual Enterprise Pavement Impact Cost Reimbursement Study.

(Public Works and Transportation Committee approved 3-0 on February 11, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/dwl-Epu0Lbo

BACKGROUND

The City has approximately 1,037 lane miles of streets, or roughly 95.5 million square feet, with an estimated replacement value of $989 million. Three of the City's enterprise funds (solid waste, water, and wastewater) that operate within the city limits utilize the City's streets for portions of their operations to varying degrees. Consistent with a 2014 Enterprise Fund Allocation Study ("2014 IUF Study"), the City had been transferring funds from utility accounts to the General Fund referred to as an Infrastructure Use Fee (IUF) transfer.

The City was party to a lawsuit, Court Case 56-2017-00494475-CU-WM-VTA ("Court Case"), in which the validity of the City's IUF transfer from enterprise accounts to the General Fund was questioned. In the Court Case, the 2014 IUF Study was deemed inadequate via a judgment entered into on July 13, 2021 ("Judgment"), which is attached for reference. As such, subsequent to the Judgement, the City took measures to reduce the utility rates associated with the three enterprise funds, removing the IUF component, effective September 2021 (see attached staff report for reference). Additionally, the City provided ratepayers credits on utility bills and the General Fund reimbursed the utility funds.

The Judgement states, "...[the] ruling is without prejudice to the City's establishment of an IUF transfer methodology which reasonably represents the actual cost to the City's public safety, governmental agency, and streets and roadways maintenance funds of providing water, wastewater, and solid waste disposal services to property owners." The Judgement further states, "Article XIII D does not prevent City from charging an IUF to cover such indirect costs."

City staff originally anticipated the need to take an updated IUF study back to the judge pursuant to the interpretation of the language in the Judgement. However, at a Case Management Conference in November 2024, the judge indicated that an updated IUF study did not need to be returned for review/action.

DISCUSSION

The activities of the water, wastewater, and environmental resources enterprise funds damage the City's streets in a way that may be isolated and quantified. As such, consistent with the Judgement, the City is authorized to account for these costs in an updated IUF. The Judgment states:

"The Court's findings and conclusion above are without prejudice to the City, at some point going forward, creating a credible and reasonable means of itemizing or estimating the indirect costs of providing public safety, general governmental, and streets and roadways maintenance services attributable to its provisions of water, wastewater and solid waste disposal utility services. The most rudimentary understanding of accounting leads to the conclusion that both direct and indirect costs are capable of being calculated or estimated reasonably. The Court's conclusion that the City failed to do so in this action should in no way be construed as a barrier to City doing so in the future."

The City hired a consultant (Bartle Wells Associates) to prepare an updated IUF study. Attached is the final IUF study, titled Annual Enterprise Pavement Impact Cost Reimbursement Study ("Study"). The focus of this Study is to analyze and quantify the annual damages to the City's streets caused by the utilities and to determine the annual compensation the City should receive through a transfer to the General Fund. The annual damage to the City's streets that is caused by the utilities each year is connected to the respective enterprises' use of the streets. The water and wastewater enterprises damage the streets while installing and making infrastructure repairs. The solid waste enterprise causes excessive damage by its constant use of heavy equipment on roadways that are not designed and constructed to handle its vehicles. This Study focuses on quantifiable impacts with supporting data on the damages to the City's roadways caused by the uniquely impactful use of the City's roadways by the water, wastewater, and solid waste enterprises for the benefit of utility customers. Unlike the 2014 IUF Study, this new report does not include an analysis of public safety or governmental facilities.

Here is a summary of the roadway analysis:

Water and Wastewater - This Study quantifies the portion of roadway degradation caused by the water and wastewater enterprises by using the results of a field survey of City streets to calculate the actual reduction in the Pavement Condition Index (PCI) attributable to the visible trench patches made by the water and wastewater enterprises. When the water and wastewater enterprises access their underground infrastructure in the streets, their repair method includes utility patches in the asphalt, which in turn reduces the durability and structural integrity of the roadway asphalt.

Solid Waste - The solid waste enterprise's damage to the streets is quantified by 1) identifying the actual amount of vehicle wear the City streets are designed to withstand, then 2) calculating the portion of that damage caused by the solid waste enterprise based on the actual weight of solid waste trucks, the actual area impacted by solid waste routes, and frequency of solid waste collections.

The Study was peer-reviewed by a third-party consultant, specifically Debaroti Ghosh, PhD and Margot Yapp, PE with Nichols Consulting Engineers (NCE). The peer-review team concluded that the process presented in the Study represents a conservative yet valid approach to present the financial damage to the City's street.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no fiscal impact associated with receiving and filing this report. The Study estimates the total amount of the new Infrastructure Use Fee (IUF) at approximately $2.1 million per year, with the following breakdown by enterprise funds: Water – $55,859; Wastewater – $35,713; and Solid Waste – $2,048,468. The solid waste rates approved by the City Council in April 2024 include an IUF component, while the water rates approved in May 2023 did not. Staff recommends incorporating the IUF into the next analysis of water rates. Currently, staff and a third-party consultant are reviewing the wastewater rates, and the updated IUF from the Study will be included in that analysis. Any necessary budget adjustments will be addressed through the annual budgeting process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on February 11, 2025, to approve the staff recommendation and to forward the item for the City Council to receive and file.

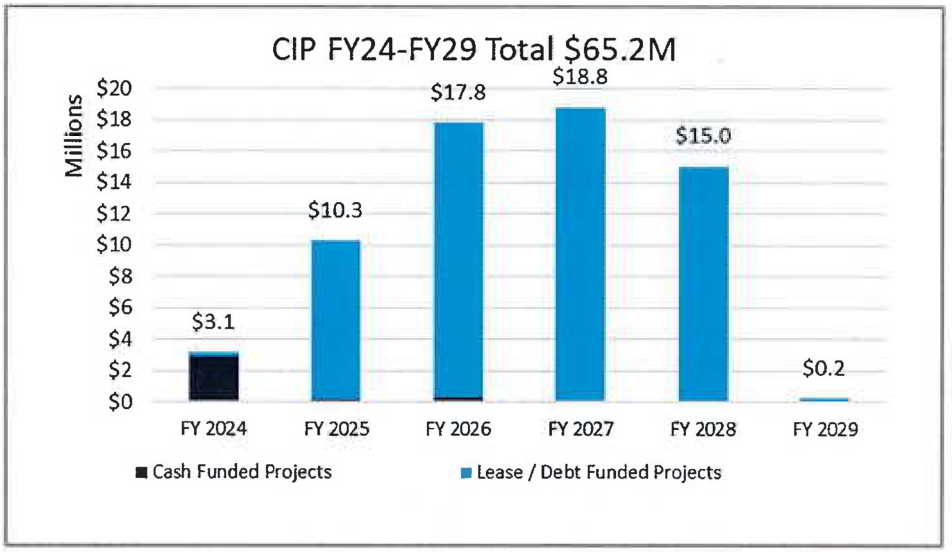
Prepared by: Michael Wolfe, Public Works Director

ATTACHMENTS

1. Judgment Court Case 56-2017-00494475-CU-WM-VTA
2. September 7, 2021 Staff Report - Infrastructure Use Fee Refund and Utility Rate Reduction
3. Annual Enterprise Pavement Impact Cost Reimbursement Study
4. Peer Review Memorandum
5. Presentation

Figure 3 shows the proposed capital financing plan over the initial five years of the Rate Study Period. The Study assumes that capital is funded primarily through short term capital leases and debt. The capital improvement plan is composed of facility investments, followed by fleet-related expenses and equipment purchases.

Figure 3: ER Fund Capital Financing Plan



1.4. Proposed ER Fund Rates and Fees

The proposed five-year ER Fund rate schedule was developed based on the cost-of-service allocation and rate structure as discussed in greater detail in Section 5. The proposed rate and fee structure revises the current rate structure and incorporates new service level offerings including:

1. Combining single family and multifamily 3-cart curbside service into a single class of service recognizing that the service is the same for both classes. The City offers two (2) refuse service levels at 64 gallon and 96 gallon to meet the needs of smaller and larger household sizes;

2. Creation of a mobile home class of service and rate for 3-cart service that mirrors the standard residential 3-cart rate structure which has been reduced by approximately 8% to reflect the exclusion of IUF payments; which is not applicable to mobile home parks;

3. Addition of new commercial bin / container size service offerings of 1 cubic yard through 4 cubic yard organic bin collection and disposal service;

4. Separation of the commercial rate structure for recycling and green waste. While the City has very few commercial green waste bin service customers, the collection costs for recycling and green waste are equivalent, however, due to differences in the disposal costs separation of the rate structure for these services is warranted;

The cost allocation factors were developed after review of the City's operating budgets and interviews with City staff. The factors were based on our understanding of the nature of the costs in order to assign reasonable appropriate cost allocation factors. Table 46 below provides a summary of the description and function of the City's current operating budget cost centers which account for the majority of the allocated costs.

Table 46: Operating Cost Center Descriptions

Budgetary Cost Center	Cost Center Description
ER Administration	Overhead costs and Infrastructure Use Fees (IUF) Payments. Note IUF Payments are charged to residential single family residences only and do not apply to other residential units such as apartment complexes and mobile home parks.
ER Cleanup and Illegal Dumping	This cost center includes bulky collection staff for residential service. Costs in the study only reflect bulky collection service costs.
ER Commercial Collection	Collection and disposal services for commercial can and 2/4 cy bin trash, recycling, green waste, and organics
ER Industrial Collection	Collection and disposal services for industrial >4 cy bin trash, recycling, green waste, and organic
ER Material Recovery Facility	Reflects cost to operate the Del Norte MRF predominantly related to recycling, however also includes the green waste disposal cost
ER Outreach program	Provides general public education related to the City's solid waste programs
ER Residential Collection	Collection and disposal services for residential 3 cart service
ER Tip Floor Processing and Disposal	Reflects cost of the Del Norte facility scale and tipping floor operations. All materials inbound to the facility are weighed and pass-through the scales.
ER Waste Transfer Haul	All materials for disposal are processed through this cost center, with exception to the green waste disposal costs which are separately accounted for within the ER MRF cost center. The primary cost accounted for in this cost center are the landfill disposal costs.

In addition to the operating expenses, the City's rates also recover the cost of debt service repayments which can be categorized into either capital lease payments for purchase of vehicles and facility debt service payments issued to fund major facilities such as the Del Norte facility.

The City charges a variety of service fees, receives revenues from the sale of recoverable materials, and generates income from late payment fees and investment on Reserves. Together this income helps offset the cost recovered from rates, which is also referred to as the net revenue requirements as previously discussed.

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Adoption of Ordinance No. 3071 Amending the Solid Waste Rates/Fees Ordinance to Change Single Family Residential Rates.

City Council
December 16, 2025

Brian Yanez
Assistant Director, Public Works

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council adopt Ordinance No. 3071 entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 19-203(A)(1) OF CHAPTER 19, ARTICLE II, DIVISION 7 OF THE OXNARD CITY CODE PERTAINING TO THE SINGLE FAMILY RESIDENTIAL SOLID WASTE RATES."

BACKGROUND

- In 2017, the City faced a lawsuit challenging a prior Infrastructure Use Fee (IUF)
- In 2021, a judge ruled that Vehicle Code §9400.8 does not prohibit IUF transfers, and that a properly structured, cost-based IUF could comply with Proposition 218.
- Based on the 2021 ruling, an IUF was included in the ER Division's single-family residential rate in 2024 approved by the City Council

BACKGROUND

- On March 4, 2025, staff presented an IUF report to the City Council confirming compliance with the 2021 ruling and noting the ER component of the IUF would be approximately $2 million annually

- In June 2025, the Court of Appeal ruled that the City of Redlands' IUF violated Vehicle Code §9400.8, and the California Supreme Court denied review in August 2025, creating a direct conflict with the 2021 ruling supporting Oxnard's IUF

DISCUSSION

- Since the Redlands' case is final, staff has determined the City should abide by the Redlands' case holding and remove the IUF from the ER Division's SFR rate.

- Accordingly, staff has administratively adjusted the monthly SFR solid waste rates to remove the IUF component as follows:
  - 64-gallon 3-cart service: from $43.23 to $39.63
  - 96-gallon 3-cart service: from $52.11 to $47.76
  - Extra 96-gallon cart service: from $26.88 to $24.63

DISCUSSION

- These adjustments were made in October 2025 will be carried forward in future fiscal years since the COS rate changes approved by City Council are in place through fiscal year 28/29.

- The amount of money collected to date for the IUF component of the SFR rate (from January 1, 2025 to October 2025) is roughly $1.7M and remains with the Environmental Resources (ER) Fund, not in the Street Maintenance Fund.

- Ordinance No. 3071 was first read on November 18, 2025 and will be made effective January 15, 2026 if adopted by Council.

FINANCIAL IMPACT

1. A decrease to the SFR rates = decrease ER revenues
2. IUF transfer from ER to the Street Maintenance Fund



Used for pavement maintenance to address the damage the ER trucks do on City streets.

1. Reduction in Street Maintenance Fund revenue will likely have an impact on expenditures for street paving Capital Improvement Program projects.

CITY OF OXNARD CALIFORNIA

QUESTIONS