

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 Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
January 30, 2018
Regular Meeting - 6:00 PM
Closed Session - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

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

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: In the Matter of: Application of the Puente Power Project, (California Energy Commission Docket No. 15-AFC-01)

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

2. Conference with Legal Counsel – Potential Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: Application of Southern California Edison Company (U338E) for Approval of the Results of Its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area, (California Public Utilities Commission Application 14-11-016)

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

3. Conference with Legal Counsel – Potential Litigation

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.

City of Oxnard internet address: www.oxnard.org.

CC (Government Code section 54956.9 (d)(1))

Name of case: In re: GenOn Energy, Inc., et al, United States Bankruptcy Court for the Southern District of Texas, Houston Division Case No. 17-33695 (DRJ)

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. INFORMATION CONSENT AGENDA**City Clerk Department**

1. **SUBJECT:** Minutes of the January 9, 2018 Regular Meeting and January 17, 2018 Special Meeting.

RECOMMENDATION: That the City Council approve the Minutes as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

City Manager Department

2. **SUBJECT:** Agreements for City Council Review.

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. Ron's Signs (8148-17-DS) for installation and maintenance of legal notice signs (\$75,000).

B. Rieman Enterprises, Inc., dba Ray Rieman Construction (8178-18-DS) for DS18-27R Perkins Road Remediation Project (\$198,000).

C. Ephonation.com, Inc. dba Ansafone Contact Centers (7870-17-PW) for telephone answering service for the Public Works Department (\$37,000).

D. Mallory Safety & Supply for the purchase of 100 ballistic vests for the Fire Department (\$41,708).

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

Finance Department

3. **SUBJECT:** Release of Special Assessment Lien and Closeout of Assessment District 96-1.

RECOMMENDATION: That City Council acting as the legislative body of Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) ("AD 96-1") adopt a Resolution that approves the District closeout analysis, declares the redemption fund as surplus, and orders the disposition of surplus amounts.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

K. PUBLIC HEARINGS**Development Services Department**

1. **SUBJECT:** Planning & Zoning Permit Nos. 17-620-04 (General Plan Amendment), Planning & Zoning Permit No. 17-16-630-01 (Rose Santa Clara Specific Plan Amendment), and Planning & Zoning Permit No. 17-500-15 (Special Use Permit) for the Parcel Generally Located on a 16.6 Acre Parcel Off of Ventura Blvd. (2001 Ventura Blvd.) and a 1.6 Acre Vacant Site Adjacent to and to the Northeast of the Subject Site, Generally Known as Assessor's Parcel Number: 144-0-150-095.

RECOMMENDATION: That the City Council:

1. Adopt Mitigated Negative Declaration No. 17-03;
2. Adopt a resolution approving Planning & Zoning (PZ) Permit No. 17-620-04 (General Plan Amendment);
3. Approve the first reading by title only and waive further reading of an ordinance amending the Rose Santa-Clara Corridor Specific Plan as a result of PZ Permit No. 16-630-01 (Specific Plan Amendment); and
4. Approve a resolution upholding the Planning Commission's approval of PZ Permit No. 17-500-15 (Special Use Permit).

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Housing Department

2. **SUBJECT:** Extremely Low & Low-Income Needs Assessment FY 2018-19 Annual AAP & FY 2018-23 Consolidated Plan (10/15/20)

RECOMMENDATION: That the City Council conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low and low-income persons residing in the City of Oxnard, for affordable housing, community development, and homelessness for the preparation of the FY 2018-19 Annual Action Plan and for the 2018-23 Five Year Consolidated Plan.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

Public Works Department

3. **SUBJECT:** Rio Manor Mutual Water Company Well Permit Request

RECOMMENDATION: Open the Public Hearing and Continue the Public Hearing to February 6, 2018.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: 385-8055

L. REPORTS**Finance Department**

1. **SUBJECT:** Recommendation for Surplus Funds of Eighteen (18) Dissolved Landscape Maintenance Districts (5/15/10)

RECOMMENDATION: That the City Council approves either recommendation 1 or 2:

1. Authorize the transfer of the surplus funds from the eighteen (18) dissolved Landscape Maintenance Districts, totaling \$1,137,781.32 to the general fund per Streets and Highways Code section 22610; or

2. Adopt a resolution authorizing the reimbursement of surplus funds from the eighteen (18) dissolved Landscape Maintenance Districts that did not receive a general fund subsidy, totaling \$1,131,152.39 from the General Fund to the parcels within those respective districts.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

2. SUBJECT: Award Contract for Fencing in Various Landscape Maintenance Districts (5/5/5)

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement A-8040 with Fenceworks, Inc. in the amount of \$535,140.75 for the Assessment District Fencing Project SD 18-23; and

2. Approve a budget appropriation in the amount of \$20,000 for the current Fiscal Year 2017-18 from fund balance of LMD 46 Daily Ranch to cover a portion of the project costs for the District.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

City Treasurer Department

3. SUBJECT: Quarterly Investment Report for the Second Quarter FY 2017-18. (5/5/5)

RECOMMENDATION: That the City Council review and accept the report.

Legislative Body: CC

Contact: Phillip S. Molina

Phone: 385-7808

M. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: January 30, 2018

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Minutes of the January 9, 2018 Regular Meeting and January 17, 2018 Special Meeting.

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, 385-7805

RECOMMENDATION:

That the City Council approve the Minutes as presented.

STRATEGIC PRIORITIES:

This agenda item is a routine operational item that does not directly relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

Attachment A: Minutes 01.09.2018 CC,SA regular meeting

Attachment B: Minutes 01.17.2018 CC special meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 January 9, 2018

A. ROLL CALL/POSTING OF AGENDA

At 5:03 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Darwin Base, Fire Chief; Karen Moore, Assistant City Clerk; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. APPOINTMENT ITEMS

Fire Department

1. SUBJECT: Standards of Cover Review.
RECOMMENDATION: That City Council receive an oral report presented by FACETS Consulting of a Community Risk Assessment and Standards of Cover Report conducted on behalf of City of Oxnard Fire Department.

The Fire Chief gave introduced Kevin Roche and John Cochran of FACETS, who gave a report. Public comments were received from Mark Kupperman. Discussion ensued among the Council, Mr. Roche, and Mr. Cochran. No action was taken.

Additional staff present at this time were Kymberly Horner, Economic Development Director; Jim Throop, Chief Financial Officer; Jeff Miller, Wastewater Maintenance Manager; Claudia Pedroso, Downtown Revitalization Manager; Todd Vasquez-Housley, Environmental Resources Manager.

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating January 15, 2018 as “Martin Luther King, Jr. Day.”

Mayor Flynn read the proclamation and presented it to Vincent Stewart of the Ventura County Martin Luther King Jr. Committee, who thanked the Council and made some remarks.

2. SUBJECT: Introduction of the Downtown Revitalization Manager Claudia Pedroso.

The Interim City Manager introduced the Downtown Revitalization Manager, who made some remarks. The Council welcomed Ms. Pedroso.

Mayor Flynn introduced City of Ventura Councilmember Cheryl Heitmann and Deputy Mayor Matt LaVere, who visited to thank the Oxnard Fire Department, Oxnard Police Department, and Oxnard officials for their assistance to the City of Ventura during the recent Thomas Fire. The Council thanked them and made some remarks.

(At this time, the Council took a vote on continuing the Public Hearing item.)

K. PUBLIC HEARINGS

Public Works Department

1. SUBJECT: Rio Manor Mutual Water Company Well Permit Request.

The Interim City Manager announced that the public hearing will be continued to the Council's January 30, 2018 meeting.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve continuing the public hearing to January 20, 2018. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

(The Council heard the City Manager's report next)

F. REPORT OF CITY MANAGER

The City Manager reported that Assistant City Manager Ruth Osuna is no longer with the City. He reiterated that the City Treasurer's list of unclaimed checks is available on the City's website, with a deadline of February 20th for claims. He announced that the new Public Works director will be starting on January 16th. He announced upcoming meetings of the Fiscal Policy Task Force, Cultural Arts Commission, Parks and Recreation Commission, and INCO. The next special City Council public hearing regarding the Council Districts will be held January 17th. He commented on the dissemination of bilingual emergency information during disasters. He announced the current street resurfacing project in the Redwood neighborhood. He stated that the CAFR will be presented to the Fiscal Policy Task Force at its next meeting, then to the City Council. He announced that opioid overdose rescue kits are now in use by Police Department personnel, and that overall crime was reduced by 11% in 2017. He showed a short video on Oxnard first responders' actions during the Thomas Fire. He and the City Attorney updated the Council on the continuation of the emergency bidding action for the Thomas Fire.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Dr. Peter Crabbe, (Channel Islands Maritime Museum), Jackie Tedeschi (upcoming INCO meeting, proper disposal of sharps, VCAalert), Pat Brown (potential recall election), Roger Poirier (city council districts), Heather Behrens (Channel Islands

Maritime Museum), Lucy Cartagena (cannabis regulations), Diana Larios (Halaco homeless encampment), Martin Jones (city council districts), Abel Flores (gang-stalking), and Alicia Percell (refuting earlier speaker's comments on the recall).

(Mayor Flynn announced that Item L-1 would be heard next.)

L. REPORTS

Economic Development Department

1. SUBJECT: Disposition of Successor Agency Owned Property - 740 South B Street.
RECOMMENDATION: That the Successor Agency:
 1. Adopt **Successor Agency Resolution No. 24** entitled "A Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency approving, and recommending to its Oversight Board approval of, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential), by and between the Successor Agency, as Seller, and, Michelle and Greg Kenney, as Buyer, with regard to real property located at 740 South B Street;"
 2. Authorize the Executive Director (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel;
 3. Authorize the Executive Director (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the Successor Agency's obligations, responsibilities and duties thereunder; and
 4. Approve option 2 under redevelopment dissolution law whereby net proceeds from the sale of the Property be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities (the City's share of which would be an estimated 19.6% of any sales proceeds).

The Economic Development Director gave a report. Discussion ensued among the Council, staff, and Successor Agency Special Counsel Todd C. Mooney.

Public comments were received from Alicia Percell, Fernando Garcia, Joshua Ruiz, Michelle Kinney, Aaron Starr, and Steven Buenger.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against. The motion carried 4-1.

G. CITY COUNCIL REPORTS

City Manager Department

1. SUBJECT: Approval of City of Oxnard Legislative Program for 2018.
RECOMMENDATION: That the City Council:
 1. Discuss and deliberate on the 2018 Legislative Priorities;
 2. Adopt **Resolution No. 15,077** approving the 2018 Legislative Program for the City of Oxnard; and
 3. Take such additional, related action as may be desired.

2. SUBJECT: Federal and State Lobbyist Agreements.

RECOMMENDATION: That City Council:

1. Approve and authorize the Interim City Manager to execute an agreement with HROD, Inc, John R. O'Donnell (A-8049) in the amount of \$196,200 beginning January 14, 2018 through January 13, 2021 for federal lobbyist services; and
2. Approve and authorize the Interim City Manager to execute an agreement with Michael J. Arnold and Associates, Inc. (A-8050) in the amount of \$144,000 beginning January 14, 2018 through January 13, 2021 for state lobbyist services.

The Assistant City Manager gave a brief report on Item G-1 and introduced Elizabeth Paniagua of E.P. Consulting Services, who gave a report. Discussion ensued among the Council and staff.

Public comments were received from Jeffrey Burum and Pat Brown.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the staff's recommendations in both Items G-1 and G-2 as presented. Further discussion ensued (Mayor Pro Tem Ramirez left the dais during this time). VOTE: Flynn, MacDonald, Madrigal, and Perello, voted in favor (Ramirez was absent); the motion carried 4-0. (Mayor Pro Tem Ramirez returned to the dais.)

Councilmember Madrigal commented on the recent natural disasters, reported on attending the public hearing regarding city council districts, and commented on a book titled "Twenty-One Miles of Scenic Beauty... and then Oxnard," by Martin Alberto Gonzalez.

Mayor Pro Tem Ramirez commented on heeding evacuation orders in the wake of the Santa Barbara mudslides. She attended the recent Homeless Commission meeting and commented on the winter warming shelter. She thanked the Police Department for providing officers with opioid overdose kits. She stated that all city council and city employees' salaries are publicly available information.

Councilman MacDonald reported on the recent RDP-21 meeting and its legislative planning for the year. He announced the postmaster's recent upgrade of group mailboxes in the East Village and West Village neighborhoods.

Councilmember Perello reported on attending a recent Board of Supervisors' meeting, a United Water Conservation District presentation on the Freeman Diversion, and the February 20th deadline for unclaimed checks from the City Treasurer.

Mayor Flynn expressed optimism for the new year. He announced that he plans to visit the Halaco homeless encampment to help get the people connected with available social services. He announced an upcoming trip to San Diego to meet with Mayor Kevin Faulkner to discuss how San Diego is dealing its homeless. He stated that he would like for City Council districts to be on June primary ballot.

City Attorney Department

3. SUBJECT: Resolution Designating Interim City Manager.

RECOMMENDATION: That City Council adopt **Resolution No. 15,078** designating Chief Scott Whitney as Interim City Manager effective close of business January 5, 2018

for a temporary period while the City Council recruits a new City Manager, and during which period Chief Whitney will continue to act as Police Chief and shall receive a 10% temporary pay upgrade.

The City Attorney gave a report and announced a minor revision to the resolution. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Flynn, to approve staff's recommendation as presented with the stated revision, and including an additional caveat that the Interim City Manager cannot apply for the permanent position. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1, J-2, J-3, J-6, and J-7 were discussed among the Council and staff. Councilman MacDonald announced that he had a conflict on J-7 and would abstain from voting on that item. The Assistant City Manager announced a minor revision to the resolution on Item J-4.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Jackie Tedeschi and Alicia Percell.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the December 11, 2017 Adjourned Regular Meeting, December 11, 2017 Special Meeting, December 12, 2017 Regular Meeting, December 13, 2017 Special Meeting, December 19, 2017 Regular Meeting, and January 3, 2018 Special Meeting.
RECOMMENDATION: That the City Council approve the Minutes as presented.
2. SUBJECT: Certificates of Sufficiency of Recall Petition Signatures.
RECOMMENDATION: No City Council action is required at this time; however a resolution calling a special election for the recall will be brought to the Council for adoption at the January 23, 2017 regular meeting.

City Manager Department

3. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:
 - A. Kelly Cleaning & Supplies, Inc. (7592-16-PW) to provide custodial services at seven utility facilities (\$45,000).
 - B. Quinn Company (Purchase Order #6627) for the purchase of two emergency standby generators (\$141,377).

Cultural and Community Services Department

4. SUBJECT: Resolution Approving Submittal of CalVIP Grant Application.
RECOMMENDATION: That City Council adopt **Resolution No. 15,079**:
1. Authorizing the City Manager to submit an application for \$500,000 in Board of State and Community Corrections (BSCC) grant funding for the 2018/20 California Violence Intervention and Prevention (CalVIP) project to reduce gang and youth violence through direct intervention, youth employment, and community engagement;
 2. Authorizing the City Manager or designee to execute a grant agreement for funding from the State of California/BSCC for the CalVIP Program from May 1, 2018 through April 30, 2020;
 3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims; and
 4. Authorizing the Recreation and Community Services Department/Office of Youth Safety to submit non-financial reports.

Fire Department

5. SUBJECT: Commercial Rescue with Light and Breathing Air System.
RECOMMENDATION: That City Council approves and authorizes the Mayor to execute one (1) purchase order (Requisition 3667) for a total amount of \$436,179 for the purchase of a Commercial Rescue with Light and Breathing Air System Vehicle.

Public Works Department

6. SUBJECT: Purchase Order with Wastequip Manufacturing Company, LLC for Supply and Delivery of Commercial and Industrial Waste and Recycle Containers.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute Purchase Order No. 6606 with Wastequip Manufacturing Company, LLC in an amount not-to-exceed \$479,315.63 for the supply and delivery of commercial and industrial waste and recycle containers for a one year term.
7. SUBJECT: Award Contract for Campus Park ASR Well Pipeline Phase I PW 17-28.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8038 with Toro Enterprises, Inc. in the amount of \$648,828.00 for the Campus Park ASR Well Pipeline Phase I PW 17-28;
 2. Approve \$65,172 as Project contingency for the Campus Park ASR Well Pipeline Phase I PW 17-28; and
 3. Approve an appropriation of \$714,000 for Campus Park ASR Well Pipeline Phase I Project No. 186504

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented, with the stated amendment to item J-4. VOTE: Flynn, Madrigal, and Ramirez voted in favor; Perello voted against J-1 and MacDonald abstained from J-7. The motion carried 4-1 on item J-1, 4-0-1 on item J-7, and 5-0 on the remaining items.

L. REPORTS

Economic Development Department

2. SUBJECT: Approval of Request for Final and Conclusive Determination, RiverPark Owner Participation Agreement.
RECOMMENDATION: That the Oxnard Community Development Commission Successor Agency (the "Successor Agency") adopt **Successor Agency Resolution No. 25** titled "Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency Approving, and Recommending to its Oversight Board Approval of, a Request that the California Department of Finance Make a Final and Conclusive Determination Concerning the Riverpark Owner Participation Agreement, Consenting to the Assignment of OPA Payments to Piper Jaffray & Co. and Authorizing the Execution of an Estoppel Certificate."

The Economic Development Director re-introduced Successor Agency Special Counsel Todd C. Mooney, who gave a report. Public comments were received from Lucy Cartagena. Discussion ensued among the Council, staff, and Dave Schey of HdL Coren & Cone.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:43 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Special Meeting
 January 17, 2018

A. ROLL CALL/POSTING OF AGENDA

At 5:04 p.m., Mayor Flynn called to order the special meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Oscar Madrigal was absent (arrived at 5:07 p.m.).

Staff members present were Scott Whitney, Interim City Manager/Police Chief; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Kenneth Rozell, Assistant City Attorney; and Michelle Ascencion, City Clerk.

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is a significant exposure to litigation against the City in one potential case regarding the notice of violation regarding City elections dated October 7, 2017 by Jason Dominguez.”

At 5:05 p.m., the City Council recessed to a closed session (Councilmember Madrigal arrived during this time). At 6:10 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

D. PUBLIC HEARINGS

City Attorney Department

1. SUBJECT: Public Hearing Regarding Composition of Possible City Council Districts.
RECOMMENDATION: That City Council hold the third public hearing to review the districting process for City Council elections and receive public input regarding the draft district maps.

The City Clerk announced the affidavit of publication and stated that two written communications had been received.

The City Attorney gave a brief report and introduced Douglas Johnson of National Demographics Corporation, who gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein, Daniel Chavez Jr., Lucas Zucker, Natalie Leon, Amelia Realzola, Alondra Osuna, Raul Lopez, Martin Jones, Sofia Vega, Aaron Starr, Pat Brown, Lauraine Effress, Steve Fleischer, Arthur Valenzuela Jr., Armando Delgado, and Adam Vega.

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

Discussion ensued among the Council. No action was taken.

E. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 8:02 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: January 30, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Scott Whitney
Interim City Manager/Police Chief

SUBJECT: Agreements for City Council Review.

CONTACT: Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, 385-7624

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. Ron's Signs (8148-17-DS) for installation and maintenance of legal notice signs (\$75,000).
- B. Rieman Enterprises, Inc., dba Ray Rieman Construction (8178-18-DS) for DS18-27R Perkins Road Remediation Project (\$198,000).
- C. Ephonation.com, Inc. dba Ansafone Contact Centers (7870-17-PW) for telephone answering service for the Public Works Department (\$37,000).
- D. Mallory Safety & Supply for the purchase of 100 ballistic vests for the Fire Department (\$41,708).

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Agreements for City Council Review
January 30, 2018
Page 2

A complete explanation of the agreement and funding sources are attached.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List for January 30, 2018

City Manager Contract List for 01/30/2018

Contracts from \$25,000 to \$250,000

A Public Notice Signs Posting

Vendor: Ron's Signs
Type: Original Agreement
Agreement No.: 8148-17-DS
Amendment No.: N/A
Purchase Order No.:
Begin Date: 01/01/2018
End Date: 12/31/2020
Term: 3 years

Amount to be Approved:
Current FY Amount:
Total Contract Amount:
Funding Source:
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager:
Department:
Telephone:
Email:

\$75,000
\$25,000
\$75,000
General Fund
Request for Bids (RFB)
2
Kathleen Mallory
Development Services - Planning Division
805-385-8370
kathleen.mallory@oxnard.org

Purpose:

Staff is requesting authorization to enter into an agreement with Ron's Signs (8148-17-DS) for a total amount not to exceed \$75,000 for installation and maintenance of public notice signs.

On October 10, 2017, a Request for Bids (RFB) was sent to 11 sign posting service firms located in Ventura County. Two firms submitted written responses to the RFB. Ron's Signs provided the lowest bid for installation, maintenance, posting, and removal of public notice signs.

The cost for the installation, maintenance, posting and removal of the public notice signs are 100% recovered through planning fees. The agreement with Ron's Signs is for a 3 years period and a not to exceed amount of \$75,000.

City Manager Contract List for 01/30/2018

Contracts from \$25,000 to \$250,000

B Perkins Road Remediation Project DS 18-27R

Vendor: Rieman Enterprises, Inc. dba Ray Rieman
Type: Construction
Agreement No.: Public Works Contract
Amendment No.: 8178-18-DS
Purchase Order No.: N/A
Begin Date: 01/22/2018
End Date: 03/27/2018
Term: 45 calendar days after starting.

Amount to be Approved:

Current FY Amount: \$195,000
Total Contract Amount: \$195,000
Funding Source: Project 110181-Halaco Property Abatement Request for Bids (RFB)
Vendor Selection Process: 3
of Bids/Proposals/Quotes: Roger Brooks
Project Manager: Development Services Department
Department: 805-421-9966
Telephone: roger.brooks@oxnard.org
Email:

Purpose:

The City has been abating ongoing code violations on the Halaco property. At the November 28th Council meeting, staff was still in the process of soliciting bids for a contractor to assist with the abatement process. Due to the time constraints, staff sought authority for the City Manager to enter into an agreement with the lowest bidder in an amount not to exceed \$100,000 for the proposed abatement work. Additionally, staff requested authorization for the City Manager to approve a budget appropriation of \$400,000 to abate the Halaco property site to be funded by the General Fund Undesignated Reserve Fund Balance.

On January 12th, the City received three emailed bids from contractors on the request for bids (RFB) for this work. The lowest bidder was Rieman Enterprises, Inc. dba Ray Rieman Construction, and the bid was responsive to the RFB.

As allowed per Resolution No. 13,932, adopted by Council on November 16, 2010, if the City Council is not in session, and there is an immediate need for execution of a contract, it may be executed jointly by the City Manager and the highest-ranking available member of the City Council if it is later brought to the entire Council for ratification. Though the contract exceeded the pre-authorized \$100,000, staff determined there was an immediate need for execution of this contract because the deadline to vacate the property was January 17, 2018 and in order keep people off the site the abatement work needed to start immediately. Thus, on January 24, 2018, staff asked the City Manager and Councilman MacDonald to sign the contract in the amount of \$195,000 (Agreement No. 8178-18-DS). Now the request is for ratification of that contract. This request does not increase the \$400,000 total amount Council authorized at the November 28th meeting.

City Manager Contract List for 01/30/2018

Contracts from \$25,000 to \$250,000

C Telephone Answering Services

Vendor:	Ephonamation.com, Inc. dba Ansafone Contact Centers	Amount to be Approved:	\$37,000
Type:	Amendment	Current FY Amount:	\$95,000
Agreement No.:	7870-17-PW	Total Contract Amount:	\$95,000
Amendment No.:	N/A	Funding Source:	601-6010-844-8422, 631-6301-844-8422, 101-5703-805-8422
Purchase Order No.:	6434	Vendor Selection Process:	Informal Bids
Begin Date:	06/09/2017	# of Bids/Proposals/Quotes:	3
End Date:	03/01/2018	Project Manager:	Jay Duncan
Term:	9 months	Department:	Public Works Department
		Telephone:	805-340-8175
		Email:	jay.duncan@oxnard.org
Purpose:	Staff is requesting authorization to enter into a Third Amendment with Ansafone Contact Centers (7870-17-PW) to extend the agreement for time to March 1, 2018 and to increase the amount from \$58,000 for an amount of \$37,000 for an amount not to exceed \$95,000 for telephone answering services for the Public Works Department. We anticipate a larger three (3) year contract to go through the approval process on February 13, 2018. This Third Amendment is to provide services until this larger three (3) year contract gets approved and executed. The contract with Ansafone was executed on June 9, 2017 in the amount of \$23,000. A First Amendment added an additional \$25,000 for a total not to exceed of \$58,000. A Second Amendment added additional time to January 31, 2018. In April 2017, staff conducted an informal bid with three (3) companies, Ansafone Contact Centers, Central Communications, and Answer California for the telephone answering services for the Public Works Department. The companies sent in their quotes by April 26, 2017. Both Central Communications and Answer California reversed their intent to provide a bid due to the City's indemnification language in the Trade Services Agreement. Ansafone submitted a bid of .80 cents per minute. Funding will come from the Public Works Divisions that utilize the services.		

City Manager Contract List for 01/30/2018

Contracts from \$25,000 to \$250,000

D Purchase of 100 Ballistic Vests			
Vendor:	Mallory Safety & Supply	Amount to be Approved:	\$41,708
Type:	Purchase Order	Current FY Amount:	\$41,708
Agreement No.:		Total Contract Amount:	\$41,708
Amendment No.:	N/A	Funding Source:	\$7,925 for Academy graduates using account 101-2209-802.81-05\$8,759 for staff assigned to Fire Station 8 – MO2201 104-2208-802.81-05\$25,025 for the remainder of the suppression staff 101-2201-802.81-05
Purchase Order No.:	6648	Vendor Selection Process:	Informal Bids
Begin Date:		# of Bids/Proposals/Quotes:	3
End Date:		Project Manager:	Steve McNaughten
Term:		Department:	Fire Department
		Telephone:	805-385-7701
		Email:	stephen.mcnaughten@oxnard.org
Purpose:	Staff is requesting authorization to purchase 100 ballistic vests from Mallory Safety and Supply in the amount of \$41,708. Ballistic vests have a 5 year life span and should be custom fit to each person to be most effective. Today, all vests in the inventory have surpassed the five year mark and dozens of staff members are issued vests that were left by personnel that have left the department. The Fire Department would like to purchase 100 correctly sized vests to be issued to each suppression staff member that responds to emergency calls. Three bids were obtained for this purchase. Mallory Safety and Supply provided the lowest bid for the purchase of 100 ballistic vests.		

Packet Pg. 21

J.2.a

Page

Wednesday January 24, 2018 5:57 PM



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: January 30, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in blue ink, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Release of Special Assessment Lien and Closeout of Assessment District 96-1.

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

RECOMMENDATION:

That City Council acting as the legislative body of Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) ("AD 96-1") adopt a Resolution that approves the District closeout analysis, declares the redemption fund as surplus, and orders the disposition of surplus amounts.

BACKGROUND

The City of Oxnard established Assessment District No. 96-1 (the "District") and issued Limited Obligation Improvement Bonds (the "Original Bonds") in 1996 to finance the construction of an interchange on U.S. Highway 101 at Rose Avenue. Improvements included the clearing, demolition and removal of the existing bridge and construction of a six-lane overpass, on- and off-ramps, bike lanes, sidewalks, sound walls, retaining walls, drainage facilities, traffic barriers, signing, striping, street lighting, traffic signals, tree relocation and landscaping. Additionally, the District was to realign Rose Avenue and Ventura Boulevard and relocate public utilities as well as United Water Conservation District's 42-inch water main. These improvements have been completed.

The City refunded the Original Bonds with the District Limited Obligation Improvement Refunding Bonds, Series 2005 on August 10, 2005 (the "Refunding Bonds"). At the same time,

Release of Special Assessment Lien and Closeout of Assessment District 96-1

January 30, 2018

Page 2

the City issued the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2005 Special District Bond Refinancings) Series A Senior Lien Bonds and Series B Subordinate Lien Bonds (the “Revenue Bonds”) to purchase the Refunding Bonds as well as the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds (the “CFD Bonds”).

The CFD Bonds matured with the final debt service payment on September 2, 2013, and a Notice of Cessation of Special Tax Lien was recorded with Ventura County on May 30, 2014. The Revenue Bonds and the Refunding Bonds matured with the final scheduled debt service payment on September 2, 2016. Following the final debt service payment, a surplus fund balance remains in the District.

The City retained NBS to review and perform a District closeout analysis and prepare a District Closeout Analysis and Findings Report (Attachment A) for the District. This Closeout Report summarizes the recommendations for the disposition of the remaining funds in accordance with applicable laws, the Refunding Bonds’ documents, and the Revenue Bonds’ documents.

The adoption of the attached resolution (Attachment B) will initiate the removal of the recorded lien of AD 96-1 and will provide direction to refund the estimated remaining balance of \$624,266.45 to the affected property owners.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact to the City’s General Fund associated with this action. All funds will be disbursed from Fund 508.

ATTACHMENTS:

Attachment A - District Closeout Analysis and Findings Report

Attachment B - Resolution



CITY OF OXNARD

District Closeout Analysis and Findings Report

Assessment District No. 96-1 (Rose Avenue/ Highway 101 Interchange Improvements)

December 2017

OFFICE LOCATIONS:

Temecula – Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

San Francisco – Regional Office
870 Market Street, Suite 1223
San Francisco, CA 94102

California Satellite Offices
Atascadero, Davis
Huntington Beach,
Joshua Tree, Riverside
Sacramento, San Jose

www.nbsgov.com

Prepared by:



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1. EXECUTIVE SUMMARY

The City of Oxnard (the “City”) established Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) (the “District”) and issued Limited Obligation Improvement Bonds (the “Original Bonds”) in 1996 to finance the construction of an interchange on U.S. Highway 101 at Rose Avenue. Improvements included the construction of a six-lane overpass, right-of-way acquisition, mobilization, clearing, demolition and removal of the existing bridge, earthwork, on- and off-ramps, realignment of Rose Avenue and Ventura Boulevard, bike lanes, sidewalks, sound walls, retaining walls, drainage facilities, traffic barriers, signing, striping, traffic safety, street lighting, traffic signals, tree relocation, landscaping, relocation of United Water Conservation District 42-inch water main, relocation of public utilities, hazardous material mitigation, environmental clearance, design and construction management.

The City refunded the Original Bonds with the City of Oxnard Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) Limited Obligation Improvement Refunding Bonds, Series 2005 on August 10, 2005 (the “AD Bonds”). At the same time, the City issued the City of Oxnard Financing Authority Local Obligation Revenue Bonds (2005 Special District Bond Refinancings) Series A Senior Lien Bonds and Series B Subordinate Lien Bonds (the “Revenue Bonds”) to purchase the AD Bonds as well as the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds (the “CFD Bonds”).

The CFD Bonds matured with the final debt service payment on September 2, 2013 and a Notice of Cessation of Special Tax Lien was recorded with Ventura County on May 30, 2014. The Revenue Bonds and the AD Bonds matured with the final scheduled debt service payment on September 2, 2016. Following the final debt service payment, a surplus fund balance remains in the District.

The City retained NBS to review and perform a District closeout analysis and prepare a District Closeout Analysis and Findings Report (the “Closeout Report”) for the District. This Closeout Report summarizes the recommendations for the disposition of the remaining funds in accordance with applicable laws, AD Bond documents, and Revenue Bond documents.

NBS used the September 3, 2017 fund balance for the District to prepare this Closeout Report. NBS has determined that the City should refund the outstanding District fund balance, less the amount of the Senior Reserve Fund Cash Deposit and the Subordinate Reserve Fund allocable to the CFD Bonds (the “CFD Residual Amount”) and any closeout fees, to property owners within the District for a total refund of \$624,266.45.

As a part of the closeout, NBS conducted an analysis of the assessment payments to determine any District delinquencies. Per Ventura County’s property tax records, all parcels in the District are current in the payment of all assessments.

NBS

Chris Anderson, Financial Analyst

Stephanie Parson, Program Manager

Danielle Wood, Client Services Director



2. FUND ANALYSIS

The following table shows the fund analysis prepared for the District. The analysis reflects the September 3, 2017 fund balance associated with the District.

Description	Amount
Funds:	
December 21, 2017 Cash with Treasurer ⁽¹⁾	<u>\$742,116.45</u>
Total Funds Available:	\$742,116.45
Expenditures:	
Less: CFD Residual Amount	(\$100,750.00)
Less: NBS Fee for District Closeout	(12,500.00)
Less: City Fee for District Closeout	<u>(4,600.00)</u>
Total Expenditures	(\$117,850.00)
Amount Available to Refund to Property Owners	\$624,266.45

(1) Includes a fair market value adjustment of \$1,020.23. The balance is subject to change as a result of any future fair market price changes.

Per the Indenture of Trust for the Revenue Bonds, the CFD Residual Amount is the approximate amount of the Senior Reserve Fund cash deposit and the Subordinate Reserve Fund allocable to the CFD Bonds. Once Revenue Bonds are no longer outstanding, the CFD Residual Amount shall be refunded to property owners within Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center). The Indenture of Trust defines the CFD Residual Amount as \$100,750.

NBS has reviewed the legal documents for the AD Bonds and the Revenue Bonds and has determined that there are no additional instructions for or limitations upon the disposition of the District's surplus funds. Accordingly, NBS recommends that the City refund the District fund balance, less the CFD Residual Amount and any closeout fees, to eligible property owners within the District. The total amount the City should refund to eligible property owners within the District, as of December 21, 2017, is \$624,266.45.

3. DISPOSITION OF AD BOND FUNDS

Pursuant to the Fiscal Agent Agreement for the AD Bonds, the following funds were established:

Redemption Fund

The Redemption Fund was established as a separate fund to be held by the Fiscal Agent to the credit of which deposits shall be made as required by the Fiscal Agent Agreement, the Refunding Act, or the Bond Law. Moneys in the Redemption Fund shall be held by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest on, the Bonds. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Redemption Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds.

Within the Redemption Fund the Prepayment Account is to be held in trust by the Fiscal Agent for the benefit of the City and the Owners. The Prepayment Account shall be used exclusively for the administration of any prepayments of Reassessments pursuant to Section 8767 of the Bond Law, to assure the timely redemption of Bonds. In the event all of the Reassessments are prepaid in full, the Prepayment Account shall be closed.

After the final maturity of the Bonds, any surplus funds held by the Fiscal Agent shall be paid over to the City to be used by the City as provided in the 1913 Act, the Refunding Act, and the 1915 Act.

Rebate Fund

The Rebate Fund is hereby established as a separate fund to be held by the Fiscal Agent. The City shall cause to be deposited in the Rebate Fund, from time to time, amounts determined to be sufficient to pay any rebate under Section 5.12 of the Fiscal Agent Agreement. Monies in the Rebate Fund are not pledged to pay Debt Service nor are they subject to any lien in favor of the Bond Owners. The City shall advise the Fiscal Agent as to the particulars of such deposits and investments and the Fiscal Agent shall have no liability with respect to the calculation of or payment of any rebate amounts owed.

4. DISPOSITION OF REVENUE BOND FUNDS

Pursuant to the Indenture of Trust for the Revenue Bonds, the following funds were established:

Reserve Funds

Senior Reserve Fund

The Trustee shall establish and maintain a separate reserve fund to be applied solely to the payment of debt service on the Series A Bonds, designated as the "Senior Reserve Fund." The Trustee shall administer the Senior Reserve Fund Surety and the funds in the Senior Reserve Fund as provided in Section 3.03 of the Indenture of Trust.

If on any Interest Payment Date the amount in the Senior Interest or Senior Principal Account shall be less than the amount required for the interest or principal payable with respect to the Series A Bonds on such date, the Trustee shall, with the prior written consent of the Series A Bond Insurer, withdraw from the Senior Reserve Fund and deposit into the proper account the amount of such deficiency. In making any such withdrawal from the Senior Reserve Fund for deposit to the Senior Interest or Senior Principal Account, the Trustee shall first withdraw from the Senior Reserve Fund Cash Deposit then on deposit in the Senior Reserve Fund before making a draw on the Senior Reserve Fund Surety.

Not later than three (3) days following the date that the Series A Bonds are no longer Outstanding and all Senior Reserve Fund Surety Costs and Administrative Costs have been paid in full, then the Trustee shall transfer all monies in the Senior Reserve Fund to the Residual Account.

Subordinate Reserve Fund

The Trustee shall establish and maintain a separate reserve fund to be applied solely to the payment of debt service on the Series B Bonds, designated as the "Subordinate Reserve Fund." If on any Interest Payment Date the amount in the Subordinate Interest or Principal Account shall be less than the amount required for the interest or principal payable with respect to the Series B Bonds on such date, the Trustee shall withdraw from the Subordinate Reserve Fund and deposit into the account the amount of such deficiency.

If on September 3rd of any year the amount on deposit in the Subordinate Reserve Fund exceeds the Subordinate Reserve Requirement, the Trustee shall on such date transfer such excess to the Residual Account. Not later than three (3) days following the date that the Series B Bonds are no longer outstanding and all Administrative Costs have been paid in full, then the Trustee shall transfer all monies in the Subordinate Reserve Fund to the Residual Account.

Available Amount

At or around June 1, 2015, the Trustee shall calculate the Available Amount, by adding the balance in the (i) Senior Reserve Fund Cash Deposit on deposit in the Senior Reserve Fund, (ii) the Subordinate Reserve Fund, and (iii) the amount on deposit in the Residual Account, less (iv) the CFD Residual Amount and less (v) any amounts determined by the Authority, in consultation with the City, to be needed to pay for debt service on the Bonds on September 2, 2015, or to be used for the payment of rebate or other expenses)

and transmit such calculation to the City, it being understood that the City will reduce the Fiscal Year 2015-2016 assessment levy in the Assessment District in an amount equal to the Available Amount.

Expense Fund

The Trustee shall establish and maintain a separate fund to be known as the "Expense Fund." The moneys deposited into the Expense Fund shall be utilized to pay the Costs of Issuance and Administrative Costs to the designated payees. The Trustee shall pay all such Costs of Issuance and Administrative Costs upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition. On September 3 of each year, the Trustee shall transfer any funds then held in the Expense Fund to the Residual Account.

Program Fund

The Trustee shall establish and maintain a separate fund to be known as the "Program Fund." Money in the Program Fund shall be used solely for the purpose of purchasing and acquiring the AD Bonds and the CFD Bonds from the City and the Community Facilities District.

Revenue Fund

As revenues are received in each calendar year commencing in 2005, the Trustee shall transfer from the Revenue Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain in trust separate and distinct from the other funds and accounts established hereunder) the following amounts on the following dates and in the following order of priority, the requirements of each such account at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

- (a) On March 2 and September 2 of each year, the Trustee shall deposit in the Senior Interest Account an amount required to cause the aggregate amount on deposit in the Senior Interest Account to equal the amount of interest coming due and payable on such date on the Series A Bonds.
- (b) On September 2 of each year, the Trustee shall deposit in the Senior Principal Account an amount required to cause the aggregate amount on deposit in the Senior Principal Account to equal the amount of principal coming due and payable, on such date on the Outstanding Series A Bonds.
- (c) On March 2 and September 2 of each year, the Trustee shall deposit in the Senior Reserve Fund an amount required to cause the aggregate amount, including the amount of the Senior Reserve Surety Bond, on deposit in the Senior Reserve Fund to equal the Senior Reserve Requirement.
- (d) On March 2 and September 2 of each year, the Trustee shall deposit in the Subordinate Interest Account an amount required to cause the aggregate amount on deposit in the Subordinate Interest Account to equal the amount of interest coming due and payable on such date on the Series B Bonds.
- (e) On September 2 of each year, the Trustee shall deposit in the Subordinate Principal Account an amount required to cause the aggregate amount on deposit in the Subordinate Principal Account to equal the amount of principal coming due and payable on such date on the Outstanding Series B Bonds.

(f) On March 2 and September 2 of each year, the Trustee shall deposit in the Subordinate Reserve Fund an amount required to cause the aggregate amount on deposit in the Subordinate Reserve Fund to equal the Subordinate Reserve Requirement.

(g) On the next business day following each March 2 and September 2 deposit made pursuant to (a) through (f) above, the Trustee shall deposit in the Expense Fund such amount as may be requested in a written request of an Authorized Representative of the Authority for the payment of administrative costs.

(h) On the next business day following each March 2 and September 2 deposit made pursuant to (a) through (g) above, the Trustee shall deposit in the Rebate Fund all amounts which the Authority directs to be deposited therein pursuant to Section 6.08 of the Indenture.

(i) On the next business day following each March 2 and September 2 deposit made pursuant to (a) through (h) above, the Trustee shall deposit in the Residual Account of the Revenue Fund the amount then on deposit in the Revenue Fund.

Residual Account

Promptly following the date that the Bonds are no longer Outstanding, all funds on deposit in the Residual Account, including transfers from the Senior Reserve Fund and the Subordinate Reserve Fund shall be remitted (i) in the amount of the CFD Residual Amount to the City for refund to the property owners within the CFD as determined by an Authorized Officer of the City and (ii) in the amount of the balance of the Residual Account to the City for refund to the property owners within the Assessment District in the manner set forth in Section 8885 of the California Streets and Highways Code.

5. NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS

The following page provides the Notice of Completion of Public Improvements signed by the Director of Public Works.

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS

City of Oxnard
Assessment District No. 96-1
(Rose Avenue/Highway 101 Interchange Improvements)

Notice is hereby given that the public improvements financed by Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) (the "Assessment District") as fully described in the approved formation Engineer's Report for said Assessment District dated August 6, 1996 have been completed.

The following is an excerpt from the approved formation Engineer's Report for the Assessment District dated August 6, 1996:

The proposed improvements shall include the construction of an interchange on U.S. Highway 101 at Rose Avenue. The proposed improvements shall include, but not be limited to, construction of a six-lane overpass, right-of-way acquisition, mobilization, clearing, demolition and removal of the existing bridge, earthwork, on- and off-ramps, realignment of Rose Avenue and Ventura Boulevard, bike lanes, sidewalks, sound walls, retaining walls, drainage facilities, traffic barriers, signing, striping, traffic safety, street lighting, traffic signals, tree relocation, landscaping, relocation of United Water Conservation District 42-inch water main, relocation of public utilities, hazardous material mitigation, environmental clearance, design and construction management.

Reference is made to the approved formation Engineer's Report for said Assessment District dated August 6, 1996 for a complete description of the improvements constructed.

The Director of Public Works certifies that the above recitals are true and correct.



Director of Public Works
City of Oxnard

1.22.18

Date

6. RESOLUTION

The following pages contain the Resolution Declaring Surplus, Ordering Disposition of the Surplus, Approving this Closeout Report, and accepting the Notice of Completion to be approved and filed by the Director of Public Works.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING THE REDEMPTION FUND AS SURPLUS, ORDERING THE DISPOSITION OF SURPLUS AMOUNTS, APPROVING THE DISTRICT CLOSEOUT ANALYSIS AND FINDINGS REPORT PREPARED BY NBS FOR ASSESSMENT DISTRICT NO. 96-1 (ROSE AVENUE/HIGHWAY 101 INTERCHANGE IMPROVEMENTS), AND ACCEPTING THE NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS.

WHEREAS, the City Council of the City of Oxnard (the "City Council") has by previous Resolution and related actions, undertaken proceedings to establish Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) (the "District"); and,

WHEREAS, City of Oxnard Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) Limited Obligation Improvement Bonds (the "Original Bonds"), were issued on November 26, 1996 to finance public improvements as described in the formation Engineer's Report for the District; and,

WHEREAS, on August 10, 2005, the City of Oxnard refunded the Original Bonds with the City of Oxnard Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) Limited Obligation Improvement Refunding Bonds, Series 2005 (the "Refunding Bonds"); and,

WHEREAS, on August 10, 2005, the City of Oxnard Financing Authority issued Local Obligation Revenue Bonds (2005 Special District Bond Refinancings) Series A Senior Lien Bonds and Series B Subordinate Lien Bonds (the "Revenue Bonds") to purchase the Refunding Bonds as well as the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds (the "CFD Bonds"); and,

WHEREAS, A Notice of Reassessment was recorded with the Office of the Recorder for Ventura County on August 11, 2005, Document No. 20050811001990660, placing a lien upon the lots or portions of lots reassessed within the District; and,

WHEREAS, on September 2, 2013, the final debt service payment was made on the CFD Bonds; and,

WHEREAS, the City Introduced and adopted Ordinance No. 2880 on March 4, 2014, discharging the special tax lien for properties within Community Facilities District No. 88-1 City of Oxnard (Oxnard Town Center); and,

WHEREAS, on September 2, 2016, the final debt service payment was made on the Refunding Bonds and Revenue Bonds; and,

WHEREAS, the public improvements authorized in the formation Engineer's Report for the District have been completed; and

WHEREAS, the City Council is satisfied that the public improvements have been completed; and,

WHEREAS, the payment of all principal and interest due on the Refunding Bonds and Revenue Bonds have been completed, and District surplus funds exist in the following amounts:

Fund	Balance as of December 21, 2017 ⁽¹⁾
Redemption Fund	\$742,116.45

(1) Includes a fair market value adjustment of \$1,020.23. The balance is subject to change as a result of any future fair market price changes.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Oxnard does hereby order:

1. The above recitals are all true and correct and this City Council so finds and determines.
2. A Notice of Completion of Public Improvements was completed and signed by the Director of Public Works of the City of Oxnard.
3. The City Council declares the fund balance of the District to be surplus.
4. The City Council approves the District Closeout Analysis and Findings Report prepared by NBS for the City on file with the City Clerk.
5. The City Council orders the disposition of said surplus funds, less closeout fees and administrative expenses, according to Sections 8784 and 8885 of the California Streets and Highways Code, and in the manner described in the District Closeout Analysis and Findings report prepared by NBS.

PASSED AND ADOPTED THIS ____ day of _____, 201__, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

7. LEVY AND COLLECTION SUMMARY

The following page provides a summary of the levies and collections for the District.

City of Oxnard

Delinquency Summary Report

As of: 12/14/2017

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
96-1-R									
	08/01/2005 Billing:								
	12/10/2005	\$371,006.24	\$371,006.24	\$0.00	0.00%	96	96	0	0.00%
	04/10/2006	\$371,006.24	\$371,006.24	\$0.00	0.00%	96	96	0	0.00%
	Subtotal:	\$742,012.48	\$742,012.48	\$0.00	0.00%	192	192	0	0.00%
	08/01/2006 Billing:								
	12/10/2006	\$370,664.35	\$370,664.35	\$0.00	0.00%	96	96	0	0.00%
	04/10/2007	\$370,664.35	\$370,664.35	\$0.00	0.00%	96	96	0	0.00%
	Subtotal:	\$741,328.70	\$741,328.70	\$0.00	0.00%	192	192	0	0.00%
	08/01/2007 Billing:								
	12/10/2007	\$372,788.76	\$372,788.76	\$0.00	0.00%	96	96	0	0.00%
	04/10/2008	\$372,788.76	\$372,788.76	\$0.00	0.00%	96	96	0	0.00%
	Subtotal:	\$745,577.52	\$745,577.52	\$0.00	0.00%	192	192	0	0.00%
	08/01/2008 Billing:								
	12/10/2008	\$371,386.98	\$371,386.98	\$0.00	0.00%	99	99	0	0.00%
	04/10/2009	\$371,386.98	\$371,386.98	\$0.00	0.00%	99	99	0	0.00%
	Subtotal:	\$742,773.96	\$742,773.96	\$0.00	0.00%	198	198	0	0.00%
	08/01/2009 Billing:								
	12/10/2009	\$372,746.02	\$372,746.02	\$0.00	0.00%	99	99	0	0.00%
	04/10/2010	\$372,746.02	\$372,746.02	\$0.00	0.00%	99	99	0	0.00%
	Subtotal:	\$745,492.04	\$745,492.04	\$0.00	0.00%	198	198	0	0.00%
	08/01/2010 Billing:								
	12/10/2010	\$372,667.86	\$372,667.86	\$0.00	0.00%	99	99	0	0.00%
	04/10/2011	\$372,667.86	\$372,667.86	\$0.00	0.00%	99	99	0	0.00%
	Subtotal:	\$745,335.72	\$745,335.72	\$0.00	0.00%	198	198	0	0.00%

City of Oxnard

Delinquency Summary Report

As of: 12/14/2017

District	Due Date	Billed Amount	Paid Amount	Delinquent Amount	Delinquent Amount %	Billed Installments	Paid Installments	Delinquent Installments	Delinquent Installments %
96-1-R									
	08/01/2011 Billing:								
	12/10/2011	\$367,365.76	\$367,365.76	\$0.00	0.00%	99	99	0	0.00%
	04/10/2012	\$367,365.76	\$367,365.76	\$0.00	0.00%	99	99	0	0.00%
	Subtotal:	\$734,731.52	\$734,731.52	\$0.00	0.00%	198	198	0	0.00%
	08/01/2012 Billing:								
	12/10/2012	\$367,814.27	\$367,814.27	\$0.00	0.00%	102	102	0	0.00%
	04/10/2013	\$367,814.27	\$367,814.27	\$0.00	0.00%	102	102	0	0.00%
	Subtotal:	\$735,628.54	\$735,628.54	\$0.00	0.00%	204	204	0	0.00%
	08/01/2013 Billing:								
	12/10/2013	\$368,258.74	\$368,258.74	\$0.00	0.00%	103	103	0	0.00%
	04/10/2014	\$368,258.74	\$368,258.74	\$0.00	0.00%	103	103	0	0.00%
	Subtotal:	\$736,517.48	\$736,517.48	\$0.00	0.00%	206	206	0	0.00%
	08/01/2014 Billing:								
	12/10/2014	\$368,002.74	\$368,002.74	\$0.00	0.00%	103	103	0	0.00%
	04/10/2015	\$368,002.74	\$368,002.74	\$0.00	0.00%	103	103	0	0.00%
	Subtotal:	\$736,005.48	\$736,005.48	\$0.00	0.00%	206	206	0	0.00%
	08/01/2015 Billing:								
	12/10/2015	\$367,004.23	\$367,004.23	\$0.00	0.00%	102	102	0	0.00%
	04/10/2016	\$367,004.23	\$367,004.23	\$0.00	0.00%	102	102	0	0.00%
	Subtotal:	\$734,008.46	\$734,008.46	\$0.00	0.00%	204	204	0	0.00%
96-1-R	Total:	\$8,139,411.90	\$8,139,411.90	\$0.00	0.00%	2,188	2,188	0	0.00%
Agency Grand Total:		\$8,139,411.90	\$8,139,411.90	\$0.00	0.00%	2,188	2,188	0	0.00%

8. FINAL DEBT SERVICE SCHEDULE

The following pages show the closing debt service schedule for the AD Bonds as well as the Revenue Bonds, which shows the final debt service payments made on September 2, 2016.

City of Oxnard
A.D. 96-1-R Rose Ave/Highway 101
Current Debt Service Schedule

Bonds Dated: 08/10/2005
Bonds Issued: \$5,855,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
03/02/2006		4.9900%	\$5,855,000.00	\$0.00	\$163,936.75	\$163,936.75	\$0.00	3.6000%	Paid
09/02/2006		4.9900	5,855,000.00	395,000.00	146,082.25	541,082.25	705,019.00	3.6000	Paid
03/02/2007		4.9900	5,460,000.00	.00	136,227.00	136,227.00	.00	2.7500	Paid
09/02/2007		4.9900	5,460,000.00	435,000.00	136,227.00	571,227.00	707,454.00	2.7500	Paid
03/02/2008		4.9900	5,025,000.00	.00	125,373.75	125,373.75	.00	2.1000	Paid
09/02/2008		4.9900	5,025,000.00	460,000.00	125,373.75	585,373.75	710,747.50	2.1000	Paid
03/02/2009		4.9900	4,565,000.00	.00	113,896.75	113,896.75	.00	1.5500	Paid
09/02/2009		4.9900	4,565,000.00	480,000.00	113,896.75	593,896.75	707,793.50	1.5500	Paid
03/02/2010		4.9900	4,085,000.00	.00	101,920.75	101,920.75	.00	1.0000	Paid
09/02/2010		4.9900	4,085,000.00	505,000.00	101,920.75	606,920.75	708,841.50	1.0000	Paid
03/02/2011		4.9900	3,580,000.00	.00	89,321.00	89,321.00	.00	1.0000	Paid
09/02/2011		4.9900	3,580,000.00	530,000.00	89,321.00	619,321.00	708,642.00	1.0000	Paid
03/02/2012		4.9900	3,050,000.00	.00	76,097.50	76,097.50	.00	1.0000	Paid
09/02/2012		4.9900	3,050,000.00	550,000.00	76,097.50	626,097.50	702,195.00	1.0000	Paid
03/02/2013		4.9900	2,500,000.00	.00	62,375.00	62,375.00	.00	1.0000	Paid
09/02/2013		4.9900	2,500,000.00	580,000.00	62,375.00	642,375.00	704,750.00	1.0000	Paid
03/02/2014		4.9900	1,920,000.00	.00	47,904.00	47,904.00	.00	1.0000	Paid
09/02/2014		4.9900	1,920,000.00	610,000.00	47,904.00	657,904.00	705,808.00	1.0000	Paid
03/02/2015		4.9900	1,310,000.00	.00	32,684.50	32,684.50	.00	1.0000	Paid
09/02/2015		4.9900	1,310,000.00	640,000.00	32,684.50	672,684.50	705,369.00	1.0000	Paid
03/02/2016		4.9900	670,000.00	.00	16,716.50	16,716.50	.00	1.0000	Paid
09/02/2016		4.9900	670,000.00	670,000.00	16,716.50	686,716.50	703,433.00	1.0000	Paid
Grand Total:				\$5,855,000.00	\$1,915,052.50	\$7,770,052.50	\$7,770,052.50		

City of Oxnard
2005 Special District Bond Refinancings Series A
Current Debt Service Schedule

Bonds Dated: 08/10/2005
Bonds Issued: \$5,180,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
03/02/2006		3.0000%	\$5,180,000.00	\$0.00	\$96,972.63	\$96,972.63	\$0.00	0.0000%	Paid
09/02/2006	69187P AA2	3.0000	5,180,000.00	420,000.00	86,411.25	506,411.25	603,383.88	0.0000	Paid
03/02/2007		3.0000	4,760,000.00	.00	80,111.25	80,111.25	.00	0.0000	Paid
09/02/2007	69187P AB0	3.0000	4,760,000.00	440,000.00	80,111.25	520,111.25	600,222.50	0.0000	Paid
03/02/2008		3.0000	4,320,000.00	.00	73,511.25	73,511.25	.00	0.0000	Paid
09/02/2008	69187P AC8	3.0000	4,320,000.00	460,000.00	73,511.25	533,511.25	607,022.50	0.0000	Paid
03/02/2009		3.0000	3,860,000.00	.00	66,611.25	66,611.25	.00	0.0000	Paid
09/02/2009	69187P AD6	3.0000	3,860,000.00	470,000.00	66,611.25	536,611.25	603,222.50	0.0000	Paid
03/02/2010		3.1500	3,390,000.00	.00	59,561.25	59,561.25	.00	0.0000	Paid
09/02/2010	69187P AE4	3.1500	3,390,000.00	500,000.00	59,561.25	559,561.25	619,122.50	0.0000	Paid
03/02/2011		3.3000	2,890,000.00	.00	51,686.25	51,686.25	.00	0.0000	Paid
09/02/2011	69187P AF1	3.3000	2,890,000.00	515,000.00	51,686.25	566,686.25	618,372.50	0.0000	Paid
03/02/2012		3.4500	2,375,000.00	.00	43,188.75	43,188.75	.00	0.0000	Paid
09/02/2012	69187P AG9	3.4500	2,375,000.00	535,000.00	43,188.75	578,188.75	621,377.50	0.0000	Paid
03/02/2013		3.5500	1,840,000.00	.00	33,960.00	33,960.00	.00	0.0000	Paid
09/02/2013	69187P AH7	3.5500	1,840,000.00	555,000.00	33,960.00	588,960.00	622,920.00	0.0000	Paid
03/02/2014		3.6500	1,285,000.00	.00	24,108.75	24,108.75	.00	0.0000	Paid
09/02/2014	69187P AJ3	3.6500	1,285,000.00	415,000.00	24,108.75	439,108.75	463,217.50	0.0000	Paid
03/02/2015		3.7500	870,000.00	.00	16,535.00	16,535.00	.00	0.0000	Paid
09/02/2015	69187P AK0	3.7500	870,000.00	425,000.00	16,535.00	441,535.00	458,070.00	0.0000	Paid
03/02/2016		3.8500	445,000.00	.00	8,566.25	8,566.25	.00	0.0000	Paid
09/02/2016	69187P AL8	3.8500	445,000.00	445,000.00	8,566.25	453,566.25	462,132.50	0.0000	Paid
Grand Total:				\$5,180,000.00	\$1,099,063.88	\$6,279,063.88	\$6,279,063.88		

City of Oxnard
2005 Special District Bond Refinancing Series B
Current Debt Service Schedule

Bonds Dated: 08/10/2005
 Bonds Issued: \$2,355,000.00

Payment Date	CUSIP	Interest Rate	Balance	Principal	Interest	Payment Total	Annual Total	Call Premium	Status
03/02/2006		2.8500%	\$2,355,000.00	\$0.00	\$51,507.19	\$51,507.19	\$0.00	0.0000%	Paid
09/02/2006	69187P AM6	2.8500	2,355,000.00	185,000.00	45,897.50	230,897.50	282,404.69	0.0000	Paid
03/02/2007		3.0500	2,170,000.00	.00	43,261.25	43,261.25	.00	0.0000	Paid
09/02/2007	69187P AN4	3.0500	2,170,000.00	200,000.00	43,261.25	243,261.25	286,522.50	0.0000	Paid
03/02/2008		3.3500	1,970,000.00	.00	40,211.25	40,211.25	.00	0.0000	Paid
09/02/2008	69187P AP9	3.3500	1,970,000.00	205,000.00	40,211.25	245,211.25	285,422.50	0.0000	Paid
03/02/2009		3.7000	1,765,000.00	.00	36,777.50	36,777.50	.00	0.0000	Paid
09/02/2009	69187P AQ7	3.7000	1,765,000.00	215,000.00	36,777.50	251,777.50	288,555.00	0.0000	Paid
03/02/2010		3.9000	1,550,000.00	.00	32,800.00	32,800.00	.00	0.0000	Paid
09/02/2010	69187P AR5	3.9000	1,550,000.00	220,000.00	32,800.00	252,800.00	285,600.00	0.0000	Paid
03/02/2011		4.0000	1,330,000.00	.00	28,510.00	28,510.00	.00	0.0000	Paid
09/02/2011	69187P AS3	4.0000	1,330,000.00	235,000.00	28,510.00	263,510.00	292,020.00	0.0000	Paid
03/02/2012		4.2000	1,095,000.00	.00	23,810.00	23,810.00	.00	0.0000	Paid
09/02/2012	69187P AT1	4.2000	1,095,000.00	245,000.00	23,810.00	268,810.00	292,620.00	0.0000	Paid
03/02/2013		4.2500	850,000.00	.00	18,665.00	18,665.00	.00	0.0000	Paid
09/02/2013	69187P AU8	4.2500	850,000.00	255,000.00	18,665.00	273,665.00	292,330.00	0.0000	Paid
03/02/2014		4.3500	595,000.00	.00	13,246.25	13,246.25	.00	0.0000	Paid
09/02/2014	69187P AV6	4.3500	595,000.00	190,000.00	13,246.25	203,246.25	216,492.50	0.0000	Paid
03/02/2015		4.4500	405,000.00	.00	9,113.75	9,113.75	.00	0.0000	Paid
09/02/2015	69187P AW4	4.4500	405,000.00	200,000.00	9,113.75	209,113.75	218,227.50	0.0000	Paid
03/02/2016		4.5500	205,000.00	.00	4,663.75	4,663.75	.00	0.0000	Paid
09/02/2016	69187P AX2	4.5500	205,000.00	205,000.00	4,663.75	209,663.75	214,327.50	0.0000	Paid
Grand Total:				\$2,355,000.00	\$599,522.19	\$2,954,522.19	\$2,954,522.19		

9. ASSESSMENT DISTRICT REFUND WORKSHEET

The following pages show the amounts to be refunded to property owners within the District.

City of Oxnard
Assessment District No. 96-1
(Rose Avenue/Highway 101 Interchange Improvements)
Assessment District Closeout Refund Detail

Assessor's Parcel Number	Owner	Mailing Address	Mailing City, State, Zip	Refund Amount
142-0-211-015	SAMS REAL ESTATE BUSINESS TR	PO BOX 8050 MS 0555	BENTONVILLE, AR 72712	\$5,590.44
142-0-211-055	SAMS REAL ESTATE BUSINESS TR	PO BOX 8050 MS 0555	BENTONVILLE, AR 72712	39,027.65
142-0-211-065	SAMS REAL ESTATE BUSINESS TR	PO BOX 8050 MS 0555	BENTONVILLE, AR 72712	4,320.16
142-0-211-075	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	354.40
142-0-211-085	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	2,585.35
142-0-211-105	SAMS REAL ESTATE BUSINESS TR	PO BOX 8050 MS 0555	BENTONVILLE, AR 72712	695.22
142-0-211-115	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	2,420.29
142-0-211-125	3773 INVESTMENTS & OXSPORT L P	433 N CAMDEN DR #800	BEVERLY HILLS, CA 90210	8,342.03
142-0-211-135	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	6,797.78
142-0-211-145	VONS COMPANIES INC	1371 OAKLAND BLVD #200	WALNUT CREEK, CA 94536	13,068.42
142-0-211-155	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	4,506.06
142-0-211-165	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	2,599.40
142-0-211-175	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	1,066.43
142-0-211-185	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	2,401.58
142-0-211-195	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	12,071.12
142-0-211-205	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	5,399.54
142-0-211-215	HOROWITZ FAM TR LESSOR ET AL & WAL- MART STORES INC LESSEE	11911 SAN VICENTE BLVD #310	LOS ANGELES, CA 90049	41,652.95
142-0-211-225	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	3,793.11
142-0-211-245	MC GRATH & RHD PARTNERS	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	2,856.44
144-0-131-065	DCH INVESTMENTS INC	955 ROUTE 9 NORTH	SOUTH AMBOY, NJ 8879	7,654.06
144-0-131-075	SELECTIVE PARADISE NEVADA	15840 VENTURA BLVD #310	ENCINO, CA 91436	1,877.76
144-0-131-085	AUTONATION OXNARD VENTURE	200 SW 1ST AVE #1100	FORT LAUDERDALE, FL 33301	5,412.36
144-0-131-095	AUTONATION OXNARD VENTURE	200 SW 1ST AVE #1100	FORT LAUDERDALE, FL 33301	667.28
144-0-131-105	SELECTIVE PARADISE NEVADA	15840 VENTURA BLVD #310	ENCINO, CA 91436	1,369.36
144-0-131-115	SELECTIVE PARADISE NEVADA	15840 VENTURA BLVD #310	ENCINO, CA 91436	6,477.58

Assessor's Parcel Number	Owner	Mailing Address	Mailing City, State, Zip	Refund Amount
144-0-132-035	PENINSULA PROPERTY HOLDINGS	4245 LANKERSHIM BLVD	UNIVERSAL CITY, CA 91618	3,085.86
144-0-133-015	BUNNIN LEO L	2286 MELFORD CT	THOUSAND OAKS, CA 91361	6,376.10
144-0-133-035	DAH CHONG HONG LTD	15541 S WESTERN AVE	GARDENA, CA 90249	4,222.85
144-0-133-065	CONANT PROPERTIES VIII L P	20322 SW ACACIA ST #100	NEWPORT BEACH, CA 92660	3,438.55
144-0-133-075	ASHLEY REAL ESTATE LLC	1 ASHLEY WAY	ARCADIA, WI 54612	8,442.04
144-0-133-085	CHANNEL ISLANDS MKTPL LP	5290 OVERPASS RD	SANTA BARBARA, CA 93111	5,122.63
144-0-133-095	CHANNEL ISLANDS MKTPL LP	5290 OVERPASS RD	SANTA BARBARA, CA 93111	1,976.40
144-0-134-055	DCH INVESTMENTS INC	15541 S WESTERN AVE	GARDENA, CA 90249	1,078.00
144-0-134-085	CHANNEL ISLANDS MKTPL LP	5290 OVERPASS RD	SANTA BARBARA, CA 93111	2,178.34
144-0-134-095	CHANNEL ISLANDS MKTPL LP	5290 OVERPASS RD	SANTA BARBARA, CA 93111	3,752.68
144-0-134-115	CHANNEL ISLANDS MKTPL LP	5290 OVERPASS RD	SANTA BARBARA, CA 93111	3,736.46
144-0-134-125	DCH INVESTMENTS INC	150 N BARTLETT ST	MEDFORD, OR 97501	6,978.42
144-0-134-135	DCH INVESTMENTS INC	15541 S WESTERN AVE	GARDENA, CA 90249	6,085.58
144-0-141-035	WALLACE PROPERTIES INC & WALLACE MICHAEL H TR	PO BOX 5026	OXNARD, CA 93031	11,363.39
144-0-141-045	GOLD COAST TRANSIT	301 E THIRD ST	OXNARD, CA 93030	17,674.72
144-0-141-055	GOLD COAST TRANSIT	301 E THIRD ST	OXNARD, CA 93030	4,257.77
144-0-141-065	WALLACE PROPERTIES INC & WALLACE MICHAEL H TR	PO BOX 5026	OXNARD, CA 93031	3,829.92
144-0-141-075	GOLD COAST TRANSIT	301 E THIRD ST	OXNARD, CA 93030	3,852.89
144-0-141-085	WALLACE PROPERTIES INC & WALLACE MICHAEL H TR	PO BOX 5026	OXNARD, CA 93031	2,738.81
144-0-142-155	PDN BUSINESS CENTER LP & ATTB CHRIS KWASIZUR	4 UPPER NEWPORT PLAZA #100	NEWPORT BEACH, CA 92660	4,959.00
144-0-142-165	ZAHID ABDUZ & IRMA K TR	2424 JUPITER DR	LOS ANGELES, CA 90046	1,161.19
144-0-142-175	HEATHCOTE W L SURV TR ET AL	13532 WHEMBLY DR	SANTA ANA, CA 92705	1,353.54
144-0-142-185	PDN BUSINESS CENTER LP & ATTB CHRIS KWASIZUR	4 UPPER NEWPORT PLAZA #100	NEWPORT BEACH, CA 92660	2,364.07
144-0-142-195	PDN BUSINESS CENTER LP & ATTB CHRIS KWASIZUR	4 UPPER NEWPORT PLAZA #100	NEWPORT BEACH, CA 92660	1,571.50
144-0-142-205	REXFORD INDUSTRIAL REALTY LP	11620 WILSHIRE BLVD #1000	LOS ANGELES, CA 90025	9,042.20

Assessor's Parcel Number	Owner	Mailing Address	Mailing City, State, Zip	Refund Amount
144-0-142-215	REXFORD INDUSTRIAL REALTY LP	11620 WILSHIRE BLVD #1000	LOS ANGELES, CA 90025	3,540.08
144-0-143-065	2800 PASEO LLC	420 E CARRILLO	SANTA BARBARA, CA 93101	3,017.18
144-0-144-145	CAP 2801 LLC	2801 PASEO MERCADO	OXNARD, CA 93036	2,927.64
144-0-144-155	DEL NORTE POINTE PROPERTIES	5290 OVERPASS RD	SANTA BARBARA, CA 93111	1,488.42
144-0-144-225	PDN RETAIL CENTER LP LESSOR & HOMECLUB INC LESSEE	4 UPPER NEWPORT PLAZA #100	NEWPORT BEACH, CA 92660	2,504.52
144-0-144-235	PDN RETAIL CENTER LP LESSOR & HOMECLUB INC LESSEE	4 UPPER NEWPORT PLAZA #100	NEWPORT BEACH, CA 92660	713.31
144-0-144-245	PDN RETAIL CENTER LP LESSOR & HOMECLUB INC LESSEE	4 UPPER NEWPORT PLAZA #100	NEWPORT BEACH, CA 92660	11,852.49
144-0-144-265	ZACHAREE LP LESSOR & HOMECLUB INC LESSEE	440 N FIRST ST #200	SAN JOSE, CA 95112	489.41
144-0-144-275	PDN RETAIL CENTER LP LESSOR & HOMECLUB INC LESSEE	4 UPPER NEWPORT PLAZA #100	NEWPORT BEACH, CA 92660	2,448.56
144-0-144-285	ZACHAREE LP LESSOR & HOMECLUB INC LESSEE	440 N FIRST ST #200	SAN JOSE, CA 95112	10,900.89
144-0-144-295	PDN RETAIL CENTER LP LESSOR & HOMECLUB INC LESSEE	4 UPPER NEWPORT PLAZA #100	NEWPORT BEACH, CA 92660	44,542.32
145-0-222-055	WICKMAN DON M TR	21241 VENTURA BLVD #177	WOODLAND HILLS, CA 91364	2,956.93
145-0-222-065	WICKMAN DON M TR	21241 VENTURA BLVD #177	WOODLAND HILLS, CA 91364	2,523.18
213-0-011-175	DMP BB & OX LLC & MANP BB & OX LLC	250 NEWPORT CENTER DR #300	NEWPORT BEACH, CA 92660	17,673.60
213-0-011-195	GIRAFFE PROPERTIES LLC	ONE GEOFFREY WAY	WAYNE, NJ 7470	10,919.42
213-0-011-205	MCGRATH TIM S TR ET AL	1000 S SEAWARD AVE	VENTURA, CA 93001	1,934.51
213-0-011-215	ROSE II LLC LESSOR & ARC DBPPROP001 LLC LESSEE	10990 WILSHIRE BLVD #1000	LOS ANGELES, CA 90024	5,342.59
213-0-011-225	ROSE II LLC	PO BOX 52085 DC42	PHOENIX, AZ 85072	2,275.31
213-0-011-245	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	9,091.46
213-0-011-255	HANSEN PROPERTIES	263 SHUMAN BLVD	NAPERVILLE, IL 60563	7,758.81
213-0-011-265	MCGRATH TIM S TR ET AL	1000 S SEAWARD AVE	VENTURA, CA 93001	1,563.49
213-0-011-275	MCGRATH TIM S TR ET AL	1000 S SEAWARD AVE	VENTURA, CA 93001	1,407.44

Assessor's Parcel Number	Owner	Mailing Address	Mailing City, State, Zip	Refund Amount
213-0-011-285	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	1,655.66
213-0-011-330	MC GAELIC GROUP	PO BOX 29965	RICHMOND, VA 23242	4,150.17
213-0-011-340	MC GAELIC GROUP	PO BOX 29965	RICHMOND, VA 23242	13,169.32
213-0-011-350	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	3,919.74
213-0-011-360	MC GAELIC GROUP	PO BOX 29965	RICHMOND, VA 23242	8,585.32
213-0-012-055	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	2,396.73
213-0-012-065	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	1,657.01
213-0-012-075	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	3,796.86
213-0-031-175	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	13,803.04
213-0-031-205	COUNTY OF VENTURA	800 S VICTORIA AVE	VENTURA, CA 93009	10,832.70
213-0-031-270	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	1,361.63
213-0-031-415	DIGNITY HEALTH LESSOR & MED PAVILION & ST JOHN LESSEE	1800 QUAIL ST	NEWPORT BEACH, CA 92660	28,760.34
213-0-031-480	WHITE POST INV L P ET AL	9201 WILSHIRE BLVD #301	BEVERLY HILLS, CA 90210	19,273.18
213-0-031-490	KS-614 LLC	223 E THOUSAND OAKS BLVD #415	THOUSAND OAKS, CA 91360	3,624.79
213-0-031-540	ARTISAN GARDEN APT LLC	17885 VON KARMAN AVE #450	IRVINE, CA 92614	4,888.97
213-0-081-015	JONKER INVESTMENTS L P	PO BOX 23277	VENTURA, CA 93002	1,519.55
213-0-081-055	BANMAN EDWARD J & JILL E	PO BOX 4758	VENTURA, CA 93007	1,406.08
213-0-081-065	BANMAN EDWARD J	1331 RANCHERO VISTA LN	SANTA PAULA, CA 93060	1,725.85
213-0-082-085	ESSEX TIERRA VISTA LP	PO BOX 59365	SCHAUMBURG, IL 60159	6,181.82
213-0-090-075	MSWP THE PALMS LLC	18881 VON KARMAN AVE #400	IRVINE, CA 92612	937.61
213-0-090-105	SUNBELT ENTERPRISES LLC	1801 SOLAR DR #250	OXNARD, CA 93031	20,282.69
213-0-090-115	CBC FEDERAL CREDIT UNION	2151 E GONZALES RD	OXNARD, CA 93036	4,216.54
213-0-090-125	PALMS MEDICAL PLAZA LP	1901 OUTLET CENTER DR #250	OXNARD, CA 93036	3,959.23
213-0-100-015	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	2,023.48
213-0-100-025	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	1,192.73
213-0-100-035	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	1,085.53
213-0-100-045	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	1,353.52
213-0-100-055	MC GAELIC GROUP LESSOR & DEL TACO INC LESSEE	25521 COMMERCE CENTRE DR	LAKE FOREST, CA 92630	777.36
213-0-100-065	MC GAELIC GROUP	1000 S SEAWARD AVE	VENTURA, CA 93001	2,961.44

Assessor's Parcel Number	Owner	Mailing Address	Mailing City, State, Zip	Refund Amount
213-0-100-075	MC GAELIC GROUP LESSOR & CHEVRON USA INC LESSEE	PO BOX 2292	BREA, CA 92822	1,246.32
Total:				\$624,266.45

10. CFD RESIDUAL AMOUNT REFUND WORKSHEET

The following pages show the residual amount to be refunded to property owners within Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center).

City of Oxnard
Community Facilities District No. 88-1 of the City of Oxnard
(Oxnard Town Center)
Community Facilities District Residual Amount Refund Detail

Assessor's Parcel Number	Owner	Mailing Address	Mailing City, State, Zip	Refund Amount
132-0-100-085	OXNARD DEV CO LLC	1294 E MAIN ST	VENTURA, CA 93001	\$4,736.73
132-0-100-095	OXNARD DEV CO LLC	1294 E MAIN ST	VENTURA, CA 93001	10,675.87
132-0-100-105	1000 TOWN CENTER LLC	PO BOX A3879	CHICAGO, IL 60690	31,656.15
132-0-100-165	BRENTWOOD RIVERPARK LLC	14350 CIVIC DRIVE #200	VICTORVILLE, CA 92392	34,174.40
132-0-100-185	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	6,420.13
132-0-100-195	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	1,921.87
132-0-100-205	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	1,324.30
132-0-100-215	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	1,324.30
132-0-100-225	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	1,324.30
132-0-100-235	JE2 HOLDINGS LLC	2191 ROSA VISTA TRL	CAMARILLO, CA 93012	718.59
132-0-100-245	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	726.53
132-0-100-255	RIVERPARK GATEWAY LTD	569 CONSTITUTION # H	CAMARILLO, CA 93010	718.59
132-0-100-265	RIVERPARK A LLC	8800 N GAINES CENTER DR #350	SCOTTSDALE, AZ 85258	5,028.22
Total:				\$100,750.00

**CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE DISTRICT CLOSEOUT ANALYSIS AND FINDINGS
REPORT FOR ASSESSMENT DISTRICT NO. 96-1 (ROSE
AVENUE/HIGHWAY 101 INTERCHANGE IMPROVEMENTS,
DECLARING THE REDEMPTION FUND AS SURPLUS, AND ORDERING
THE DISPOSITION OF SURPLUS AMOUNTS.**

WHEREAS, the City Council of the City of Oxnard (the “City Council”) has by previous Resolution and related actions, undertaken proceedings to establish Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) (the “District”); and,

WHEREAS, City of Oxnard Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) Limited Obligation Improvement Bonds (the “Original Bonds”), were issued on November 26, 1996, to finance public improvements as described in the formation Engineer’s Report for the District; and,

WHEREAS, on August 10, 2005, the City of Oxnard refunded the Original Bonds with the City of Oxnard Assessment District No. 96-1 (Rose Avenue/Highway 101 Interchange Improvements) Limited Obligation Improvement Refunding Bonds, Series 2005 (the “Refunding Bonds”); and,

WHEREAS, on August 10, 2005, the City of Oxnard Financing Authority issued Local Obligation Revenue Bonds (2005 Special District Bond Refinancings) Series A Senior Lien Bonds and Series B Subordinate Lien Bonds (the “Revenue Bonds”) to purchase the Refunding Bonds as well as the Community Facilities District No. 88-1 of the City of Oxnard (Oxnard Town Center) 2005 Special Tax Refunding Bonds (the “CFD Bonds”); and,

WHEREAS, A Notice of Reassessment was recorded with the Office of the Recorder for Ventura County on August 11, 2005, Document No. 20050811001990660, placing a lien upon the lots or portions of lots reassessed within the District; and,

WHEREAS, on September 2, 2013, the final debt service payment was made on the CFD Bonds; and,

WHEREAS, the City introduced and adopted Ordinance No. 2880 on March 4, 2014, discharging the special tax lien for properties within Community Facilities District No. 88-1 City of Oxnard (Oxnard Town Center); and,

WHEREAS, on September 2, 2016, the final debt service payment was made on the Refunding Bonds and Revenue Bonds; and,

WHEREAS, the public improvements authorized in the formation Engineer’s Report for the District have been completed; and

WHEREAS, the City Council is satisfied that the public improvements have been completed; and,

WHEREAS, the payment of all principal and interest due on the Refunding Bonds and Revenue Bonds have been completed, and District surplus funds exist in the following amounts:

Fund	Balance as of December 21, 2017⁽¹⁾
Redemption Fund	\$742,116.45

(1) Includes a fair market value adjustment of \$1,020.23. The balance is subject to change as a result of any future fair market price changes.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Oxnard does hereby order:

1. The above recitals are all true and correct and this City Council so finds and determines.
2. The City Council approves the District Closeout Analysis and Findings Report prepared by NBS for the City on file with the City Clerk.
3. The City Council declares the fund balance of the District to be surplus.
4. The City Council orders the disposition of said surplus funds, less closeout fees and administrative expenses, according to Sections 8784 and 8885 of the California Streets and Highways Code, and in the manner described in the District Closeout Analysis and Findings report prepared by NBS.

PASSED AND ADOPTED THIS 30th day of January, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing

AGENDA ITEM NO.: 1

DATE: January 30, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in black ink, appearing to read "S. Whitney".

FROM: Ashley Golden
Development Services Director

A handwritten signature in black ink, appearing to read "Ashley Golden".

SUBJECT: Planning & Zoning Permit Nos. 17-620-04 (General Plan Amendment), Planning & Zoning Permit No. 17-16-630-01 (Rose Santa Clara Specific Plan Amendment), and Planning & Zoning Permit No. 17-500-15 (Special Use Permit) for the Parcel Generally Located on a 16.6 Acre Parcel Off of Ventura Blvd. (2001 Ventura Blvd.) and a 1.6 Acre Vacant Site Adjacent to and to the Northeast of the Subject Site, Generally Known as Assessor's Parcel Number: 144-0-150-095.

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

That the City Council:

1. Adopt Mitigated Negative Declaration No. 17-03;
2. Adopt a resolution approving Planning & Zoning (PZ) Permit No. 17-620-04 (General Plan Amendment);
3. Approve the first reading by title only and waive further reading of an ordinance amending the Rose Santa-Clara Corridor Specific Plan as a result of PZ Permit No. 16-630-01 (Specific Plan Amendment); and
4. Approve a resolution upholding the Planning Commission's approval of PZ Permit No. 17-500-15 (Special Use Permit).

BACKGROUND

Costco Wholesale (Applicant), located at 2001 Ventura Blvd., proposes to relocate and expand

Costco Fueling Center Specific and General Plan Amendments (10/5/5)

January 30, 2018

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its existing membership-only 16-pump fueling facility (aka “fueling facility”) from its current location near Ventura Blvd. to an adjacent vacant 1.6 acre lot (Assessor’s Parcel Number 144-0-150-095) located to the east of the Auto Center Drive/Los Olivos/Costco driveway intersection. The new 1.6 acre facility (known as Site No. 1) will have 24 pumps, three 30,000-gallon gasoline underground storage tanks (USTs), one 20,000-gallon diesel UST, one 3,500-gallon split fuel additive UST, a controller enclosure, vapor recovery unit, and associated improvements including parking, landscaping and directional ground painting. With approval of the 24-pump project, Costco’s existing fueling facility (known as Site No. 2) with 16 pumps, USTs, and related equipment will be demolished; the area will be redesigned to accommodate additional Costco parking, drive isles, and required landscaping. A traffic signal will be installed at the intersection of Auto Center Drive/Los Olivos with associated changes to the existing median and traffic lanes (known as Site No. 3). The project sites are located within the Rose Santa Clara Corridor Specific Plan area. Filed by designated agent Lloyd Wells on behalf of Wells and Ceko, A California LLC, 17083 Old Coach Road, Poway, CA, 92064.

The proposed project requires three City Council actions: 1) a 2030 General Plan land use designation change from Light Industrial to Regional Commercial for the 1.6 acre vacant parcel at Site No. 1; 2) a corresponding Rose Santa Clara Corridor Specific Plan (RSCCSP) land use designation change from Planning Area 4 (Commercial/Manufacturing) to Planning Area 3 (Retail Commercial); and 3) upholding the Planning Commission’s approval of Special Use Permit which was appealed by Staff to enable the City Council to have a comprehensive understanding of the project.

At its meeting on December 7, 2017, the Planning Commission approved the Special Use Permit by a 5-1 vote to permit the construction of the fueling center. Although the width of the driveway meets the city standard, one Commissioner had concerns with the driveway width into the proposed fueling center (Site No. 1) and therefore did not support the approval of the Special use Permit (SUP). On December 7th, the Commission recommended that the City Council approve the General Plan and RSCCSP Amendments by a 6-0 vote. No members of the public attended or expressed concern regarding the proposed project. Attachment A is the December 7, 2017 Planning Commission staff report that includes project maps and site photos (Planning Commission report Attachment A) and reduced project plans (Planning Commission report Attachment B). Attachment B is the proposed General Plan Amendment resolution (PZ No. 17-620-04), Attachment C is the proposed RSCCSP Amendment ordinance for first reading (PZ No. 16-630-01), and Attachment D is a resolution upholding the Planning Commission’s approval of the Special Use Permit.

ANALYSIS

City Council approval of a General Plan Amendment is requested. As shown below, the existing 2030 General Plan land use designations for Site No. 1 is Light Industrial and for Site No. 2 is Regional Commercial. Site No. 3 is within the Auto Center Drive right-of-way and has no General Plan designation:

Costco Fueling Center Specific and General Plan Amendments (10/5/5)

January 30, 2018

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Site No.	Existing General Plan	Proposed General Plan
1 - 1.6 acre parcel	Light Industrial	Regional Commercial
2 - Existing fueling facility	Regional Commercial	No change
3- Auto Center Drive/Los Olivos intersection improvement/signal	No General Plan designation	

A General Plan Amendment (PZ 17-620-04) is required to change the land use designation on Site No. 1, the 1.6 acre vacant parcel, from Light Industrial to Regional Commercial. With approval of this General Plan Amendment (and the companion RSCCSP Amendment) a Special Use Permit may be approved for the fueling center expansion (Site No. 1) and is determined consistent with the 2030 General Plan. The proposed fueling center expansion is not otherwise permitted in the Regional Commercial land use and corresponding current RSCCSP designation. The General Plan Amendment is necessary to bring the land use designation into conformance with the RSCCSP. Should the City Council approve the RSCCSP Amendment, the General Plan Amendment must be approved.

The RSCCSP was adopted in 1986 and led to the annexation and development of the Oxnard Auto Center, regional retail centers, and business and light industrial uses between Rose Avenue and Santa Clara/Rice Avenue on the north side of the Ventura Freeway. The RSCCSP and subsequent amendments established Planning Areas 1 to 4 and 4A that are equivalent to zoning designations for development review and entitlement. The RSCCSP establishes zoning-equivalent Planning Areas that list allowed and conditional uses and development standards. A RSCCSP amendment (PZ 16-630-01) is required to re-designate the Site No. 1 vacant parcel from Planning Area 4 to Planning Area 3. The Site No. 1 RSCCSP amendment is a refinement of the specific plan and reflects and represents changes in market conditions and scenarios evaluated and initially considered in the specific plan document. Staff evaluated the RSCCSP, development location scenarios, and amendment options, and determined that the most appropriate location for the proposed fueling facility was the adjacent site (or Site No. 1). Further, the proposed RSCCSP amendment (from Planning Area 4 to 3) ensures that the RSCCSP commercial/manufacturing land use inventory will not be reduced. A gas station as an ancillary commercial use to the existing Costco property commercial use. To ensure that the gas station cannot independently operate, a condition of approval of the Special Use Permit requires that the vacant parcel be joined with the Costco parcel (Lot Line Adjustment). With approval of the RSCCSP amendment (and companion General Plan amendment), the Special Use Permit may be approved for the proposed project at the three sites.

ENVIRONMENTAL REVIEW

The proposed development is subject to review in accordance with the California Environmental Quality Act (CEQA). Staff prepared Initial Study/Mitigated Negative Declaration (MND) No. 2017-03 to analyze potentially significant adverse environmental effects of the proposed project and identified potential Aesthetics/Lighting, Air Quality, and Noise impacts which were resolved, as follows:

Aesthetics: The project proposes under-canopy LED recessed fixtures at the fueling facility are bright under the canopy but will not project glare outside of the fueling facility area or property line. The lighting is required to provide a safe light level for members fueling after dark and the under canopy lighting is also designed to have sharp cut offs beyond the canopy area, and very quickly reduce to comply with Oxnard Code-required lighting levels.

Air Quality: Project construction and demolition of the existing fueling facility will have short term air quality impacts. Mitigation measures AQ-1 to AQ-7 are routinely recommended by the Ventura County Air Pollution Control District to minimize construction-related dust and equipment emissions.

Noise: Project construction and demolition of the existing fueling facility will have temporary noise impacts. Mitigation measures NOISE-1 and NOISE-2 are routinely applied to projects to minimize construction-related noise.

Traffic: The MND traffic study found that the fueling facility expansion from 16 to 24 stations would reduce waiting times and congestion on the Costco property and that the new four-way traffic signal at the Auto Center/Los Olivos intersection would result in a Level of Service (LOS) C or better in compliance with City LOS standards.

The applicant agreed to all mitigation measures. Standard special use permit conditions of approval require on-site Native American monitoring during excavation, materials recycling, storm drainage retention and treatment, soil remediation, and use of drought-tolerant landscaping.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 2. Enhance business development throughout the City.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

FINANCIAL IMPACT

There are no impacts on City programs or services other than fee-reimbursed plan checking and site inspections. All applicable impact fees are required. The new traffic signal and Auto Center Drive and Los Olivos off-site improvements are paid by the Applicant.

Costco Fueling Center Specific and General Plan Amendments (10/5/5)

January 30, 2018

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NOTE: Due to size, Attachment E (285 pages) is not included in the agenda packets. Copies are available for review at the Help Desk in the Oxnard Main Library, in the City Clerk's office, and on the City's website at www.Oxnard.org/City-Meetings.

ATTACHMENTS:

Attachment A: Planning Commission Costco staff report

Attachment B: GPA Reso

Attachment C: SPA Ordinance

Attachment D: SUP Uphold Reso

Attachment E: MND 17-03



PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Kathleen Mallory, Planning Manager

DATE: December 7, 2017

SUBJECT: Planning and Zoning Permit Nos. 17-620-04 (2030 General Plan Amendment), 16-630-01 (Rose Santa Clara Corridor Specific Plan Amendment), and 17-500-15 (Special Use Permit): Property Located at 2001 Ventura Boulevard and Adjacent Vacant Parcel (APN No. 144-0-150-095).

1) Recommendation: That the Planning Commission:

- a) Approve Planning and Zoning Permit No. 17-500-15 (Special Use Permit), subject to certain findings and conditions.
- b) Adopt a resolution recommending that the City Council approve Planning and Zoning Permit Nos. 17-620-04 (General Plan Amendment) and 16-630-01 (Rose Santa Clara Corridor Specific Plan Amendment), subject to certain findings and conditions.

2) Project Description and Applicant: Costco Wholesale, located at 2001 Ventura Blvd., proposes a General Plan Amendment (GPA), Rose Santa Clara Corridor Specific Plan (RSCCSP) Amendment (SPA) and Special Use Permit (SUP) for the removal, relocation, and expansion of an existing membership-only 16-pump fueling facility (aka "fueling facility"). The fueling facility will be relocated from its current location on the 16.6 acre property off of Ventura Blvd. to a 1.6 acre vacant lot (Assessor's Parcel Number 144-0-150-095) which is adjacent and to the east of Costco, near Auto Center Drive opposite, south of Los Olivos. The new 1.6 acre facility (known as Site No. 1) would have 24 pumps, three 30,000-gallon gasoline underground storage tanks (USTs), one 20,000-gallon diesel UST, one 3,500-gallon split fuel additive UST, a controller enclosure, vapor recovery unit, and associated improvements including parking, landscaping and directional ground painting. The 16 pumps, USTs, and related equipment, currently located on 16.6 acre Site No. 2, will be demolished and the former fueling facility will be redesigned to accommodate additional Costco parking and landscaping. A traffic signal will be installed at the intersection of Auto Center Drive/Los Olivos with associated changes to the existing median and traffic lanes (known as Site No. 3). The proposed 2030 General Plan and RSCCSP amendments are required to change the land use designation of the vacant 1.6 acre parcel from Light Industrial (ILT) to Commercial Regional (CR) in the 2030 General Plan; and from Planning Area 4 (Commercial/Manufacturing) to Planning Area 3 (Retail Commercial) in the RSCCSP which will permit the operation of a fueling facility with approval of a Special Use Permit. Filed by designated agent Lloyd Wells on behalf of Wells and Ceco, A California LLC, 17083 Old Coach Road, Poway, CA, 92064.

PZ 17-500-15 (Special Use Permit), Costco Wholesale Fueling Relocation
 Planning Commission Date: December 7, 2017
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3) Existing & Surrounding Land Uses: Project Site 1 is located in (RSCCSP) - Planning Area 4 designated for Light Industrial uses; Site 2 is located in Planning Area 3, designated for retail commercial uses; and Site 3 is within the Auto Center Drive right-of-way without a RSCCSP designation. Light industrial uses are located to the east in Planning Areas 4 and 4A; regional retail and auto dealerships are located to the west in Planning Areas 2 and 3; and the Paseo Mercado business park is located to the north, across Auto Center Drive, in Planning Area 2. Ventura Boulevard and the 101 Freeway are located to the south. The new Gold Coast Transit facility is under construction on the northwest corner of Paseo Mercado and Auto Center Drive. Agricultural uses are located north of Auto Center Drive towards Santa Clara/Rice Avenue, outside the City limits. Attachment A includes an aerial image with the locations of the three project construction sites; vicinity, General Plan, and RSCCSP maps; and photographs of the 1.6 acre relocation site (Site 1), the existing fueling facility (Site 2), and the Auto Center Drive/Los Olivos intersection (Site 3). Surrounding zoning, general plan, and land uses are as follows:

LOCATION	RSCCSP Existing	RSCCSP Proposed	GENERAL PLAN		EXISTING LAND USE
			Existing	Proposed	
Project Site	Site No. 1 - Planning Area 4 "Commercial Manufacturing"	Site No. 1 - Planning Area 3 "Retail/Commercial"	Site No. 1 - Light Industrial (ILT)	Site No. 1 - Commercial Regional (RC)	1.6 acre vacant parcel
	Site No. 2 – Planning Area 3 "Retail/Commercial"		Site No. 2 - CR	Site No. 2 – CR	Costco Wholesale
	Site No. 3 – Public Right of Way		Site No. 3 – No designation		Auto Center Drive/ Los Olivos
North	RSCCSP Planning Area 2 "Business Park"		Limited Industrial (ILM)		Paseo Mercado business park Gold Coast Transit facility Agriculture (unincorporated Ventura County)
South	RSCCSP Planning Area 3 "Retail/Commercial"		Commercial Regional Ventura Freeway		Burger King restaurant Ventura Freeway
East	RSCCSP Planning Areas 4 and 4A "Commercial Manufacturing" and "Truck/Heavy Equipment Sales and Service"		Light Industrial		Construction equipment storage and leasing and mini-warehouse self-storage.

PZ 17-500-15 (Special Use Permit), Costco Wholesale Fueling Relocation
 Planning Commission Date: December 7, 2017
 Page 3

LOCATION	RSCCSP	RSCCSP	GENERAL PLAN	EXISTING
West	Planning Areas 1 and 3 “Auto Sales and Service” and Retail/Commercial”		Commercial Regional	Oxnard Center regional retail and Auto Dealerships

- 4) Background Information:** The RSCCSP was adopted in 1986 and led to the annexation and development of the Oxnard Auto Center, regional retail centers, and business and light industrial uses between Rose Avenue and Santa Clara/Rice Avenue on the north side of the Ventura Freeway. The RSCCSP and subsequent amendments established Planning Areas 1 to 4 and 4A that are equivalent to zoning designations for development review and entitlement.

The Costco Wholesale store, itself, is not expanding. The members-only fueling facility relocation and expansion (Site No. 1) is designed to move member-customers through the fueling facility more efficiently with less wait time. The circulation improvements and landscaped parking area that will replace the existing fueling center will add additional parking for peak-parking periods and will reduce time members spend searching for parking (Site No. 2). Attachment B contains project plans and Attachment C contains the proposed 2030 General Plan and RSCCSP amendments.

- 5) Environmental Determination:** The proposed development is subject to review in accordance with the California Environmental Quality Act (CEQA). Staff prepared an Initial Study to analyze potentially significant adverse environmental effects of the proposed project and identified three environmental issue with potential adverse impacts:

Aesthetics: The project proposes under-canopy LED recessed fixtures at the fueling facility that are bright under the canopy but will not project glare outside of the fueling facility area or property line. The applicant’s lighting plan indicates that peak lighting levels will be in the mid-50 foot candle range under the canopy, which is typical for a fueling facility and is the approximate amount of under-canopy lighting at the existing fueling facility. The lighting is required to provide a safe light level for members fueling after dark and the under canopy lighting is also designed to have sharp cut offs beyond the canopy area, and very quickly reduce to comply with Oxnard Code-required lighting levels. A mitigation was included in the 1986 RSCCSP adoption Ordinance No. 2085 that states: “...only high cutoff light fixtures that direct lighting downward will be allowed within the project area.” The proposed lighting will comply with this mitigation and have a less than significant aesthetic impact.

Air Quality: Project construction and demolition of the existing fueling facility will have short term air quality impacts. Mitigation measures AQ-1 to AQ-7 are routinely recommended by the Ventura County Air Pollution Control District to minimize construction-related dust and equipment emissions.

Noise: Project construction and demolition of the existing fueling facility will have temporary noise impacts. Mitigation measures NOISE-1 and NOISE-2 are routinely applied to projects to minimize construction-related noise.

PZ 17-500-15 (Special Use Permit), Costco Wholesale Fueling Relocation
 Planning Commission Date: December 7, 2017
 Page 4

The applicant has agreed to mitigation measures recommended by staff to address the identified adverse effects. The draft document consisting of the initial study and recommended mitigation measures (MND 2017-03) was available for review from November 3 through November 22, 2017. Staff received comment letters from the County Resource Management Agency, Air Pollution Control District, Watershed Protection District, and The Gas Company concurring with the MND conclusions and mitigation measures. The four comment letters are included within Attachment D that has an Internet link to the MND document. None of the MND comments require responses or changes to the MND. As such, no significant adverse impacts are expected to result from the proposed development, and staff recommends that Planning Commission adopt MND 2017-03.

6) Analysis:

- a) **General Plan Consistency:** As shown below, the 2030 General Plan land use designations for Site No. 1 is Light Industrial and for Site No. 2 is Commercial Regional. Site No. 3 is within the Auto Center Drive right-of-way and has no General Plan designation.

Site No.	Existing General Plan	Proposed General Plan
1 - 1.6 acre parcel	Light Industrial	Commercial Regional
2 - Existing fueling facility	Commercial Regional	No change
3- Auto Center Drive/Los Olivos intersection	No General Plan designation	

A General Plan Amendment (PZ 17-620-04) is required to change the land use designation of Site No. 1, the 1.6 acre vacant parcel, from Light Industrial to Commercial Regional. With approval of this General Plan Amendment (and the companion RSCCSP amendment) a Special Use Permit may be approved for the proposed project (Site Nos. 1 to 3) and is determined consistent with the 2030 General Plan, based on the following analysis.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- 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	POLICY OR TITLE	EXPLANATION
CD-2.1	I	Zoning and General Plan Consistency	General Plan and RSCCSP amendments create consistency.
CD-18.10	I	Support existing Businesses	Project enhances a major retailer's services and facility.

PZ 17-500-15 (Special Use Permit), Costco Wholesale Fueling Relocation
 Planning Commission Date: December 7, 2017
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POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
ICS-3.3	I	New development at Level of Service C	Traffic signal installation at Auto Center Drive and Los Olivos achieves Level of Service C or better (Site No. 3)
ER-6.5	I	Control of Lighting and Glare	Project complies with City Code.
ER-14.1	I	Incorporate Ventura County Air Quality Management Plan Mitigations	MND Air Quality mitigation measures AQ-1 to AQ-7 as recommended by the Ventura County AQMP.
SH-6.4	I	Proposed development projects not generate more noise than that classified as “satisfactory” on nearby property.	MND Mitigation Measures NOISE-1 and NOISE-2 ensure compliance with City Code.
SH-7.12	I	Hazardous Materials Study	Project will comply with soil remediation requirements.
CD-4.4 CD-14.1 CD-14.2 CD-14.3 ICS-11.10 ER-10.1	II	Commercial Area Aesthetics. Design Review Process Development Advisory Committee (DAC) Quality of Design Water Supply Findings for Smaller Projects Promote use of Native and Water Wise Plants	The Development Advisory Committee (DAC) review process led to changes in the project and/or conditions of approval that meet these Level II policies.
All others	III	All policies not listed above	No or Distant Applicability

b) RSCCSP Consistency: The RSCCSP establishes zoning-equivalent Planning Areas that list allowed and conditional uses and development standards. A RSCCSP amendment (PZ 16-630-01) is required to re-designate the Site No. 1 vacant parcel from Planning Area 4 to Planning Area 3. The Site No. 1 RSCCSP amendment is a logical refinement of the specific plan and reflects and represents changes in market conditions and scenarios evaluated and initially considered in the specific plan document. Staff evaluated the RSCCSP, development location scenarios, and amendment options, and determined that the most appropriate location for the proposed fueling facility was the adjacent site (or Site No. 1). Further, the proposed RSCCSP amendment (from Planning Area 4 to 3) ensures that the RSCCSP commercial/manufacturing land use inventory will not be reduced. A gas station, as an ancillary use to the existing Costco property, is a commercial use and therefore a logical use in Planning Area 3 – Retail Commercial. To ensure that the gas station cannot independently operate, a condition of approval of the Special Use Permit requires that the vacant parcel be joined with the Costco parcel (Lot Line Adjustment). With approval of the RSCCSP amendment (and companion General Plan Amendment), the Special Use Permit may be approved for the proposed project at the three sites.

c) Conformance with RSCCSP Development Standards: Development standards in the RSCCSP are established in Chapter 6, Design Guidelines and Standards. The standards focus largely on landscaping, streetscape, parking and drive aisles, entries, and architecture (design, materials, color, and fenestration). The improvements on sites Nos.

1 and 2 fully comply with all RSCCSP requirements. At Site No. 1, the new fueling facility and canopy will closely resemble the existing facility design with square plaster-wrapped columns supporting a flat canopy with a cornice. The column bases and canopy would be painted a brownish clay color. The canopy design complies with the RSCCSP standards. At Site No. 2, the replacement parking lot and landscaping will be designed in full conformance with RSCCSP landscaping standards with replacement trees specified in the RSCCSP. At Site No. 3, the installation of traffic signals would not remove existing landscaping and would be designed consistent with City standards.

- d) Site Design, Circulation and Parking:** At Site No. 1, 24 pumps on eight drive aisles will be provided so that vehicles would enter the fueling facility from the Costco drive aisle by turning east and circling around to line up at one of the eight lanes, facing west. After fueling, vehicles exit into three lanes to Auto Center Drive where the new four-way signal (Site No. 3) allows two left, one through, and one right turn movements. An additional 38 parking spaces are provided on the remainder of the Site No. 1 parcel. Site No. 1, the vacant 1.6 acre parcel, connects to a private drive serving several buildings bordering the Costco parcel along the east parcel line. The private drive terminates at the vacant parcel with a cul-de-sac which was designed to provide access to the vacant parcel; this has been designated as a fueling truck only ingress. The project will use this access area only for fuel deliveries through a chained exit. The remainder of the circle frontage will have bollards that prevent customers from exiting onto the private drive. Conditions of approval have been imposed to finalize the bollard design and reflect envisioned truck operations.

At Site No. 2, the 16 pumps, canopy, UST's and related equipment will be removed; UST's will be removed and soil will be remediated as needed. The former fueling facility will be redesigned for 107 additional Costco parking spaces.

At Site No. 3, Costco parking lot access from Auto Center Drive will be redesigned to provide one inbound lane and three outbound lanes configured to align with Los Olivos and Auto Center Drive to create a signalized intersection with a four-way traffic signal and a 75-foot extension of the westbound left-turn pocket on Auto Center Drive.

- e) Signs:** Directional signage changes will direct members to and through the relocated fueling facility. Costco corporate signage will be located within a raised portion of the canopy cornice similar to the existing canopy signage. Sign permits will be issued separately and are required to conform to the RSCCSP signage guidelines.

Landscaping and Open Space: Parking lot landscaping will be replaced consistent with the RSCCSP and City landscape and water conservation requirements. There are 51 parking lot "island trees" of various species and maturity at Site No. 1 and near and within Site No. 2, collectively valued at \$205,830, that will be removed. The project proposes 130 replacement trees of 24- and 36-inch box size that are collectively valued at \$207,240, in compliance with the City's tree replacement valuation policy.

PZ 17-500-15 (Special Use Permit), Costco Wholesale Fueling Relocation
Planning Commission Date: December 7, 2017
Page 7

- 7) Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed this project on May 11, 2017. DAC comments and direction were related to vehicle circulation, emergency access, fuel delivery routing, storm water retention requirements, canopy design and lighting, and landscaping and tree replacements. DAC recommendations were incorporated in several iterations of revised plans.
- 8) Community Workshop and Public Input:** The project was not required to present at a community workshop as it is not located in or near a residential neighborhood.
- 9) Appeal Procedure:** In accordance with OCC Section 16-545 of the City Code, the Planning Commission's action on Planning and Zoning Permit Nos. 17-500-15 (Special Use Permit) may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period. The Planning Commission's action on Planning and Zoning Permit Nos. 17-620-04 (General Plan Amendment) and 16-630-01 (RSCCSP Amendment) are recommendations to be considered by the City Council at a later date.

Attachments:

- A. Maps and Photos (Vicinity, General Plan, Zoning, Aerial and Site photographs)
- B. Reduced Project Plans
- C. Proposed General Plan and RSCCSP amendments
- D. MND 17-03, previously circulated and available at:
 < <https://www.oxnard.org/wp-content/uploads/2017/11/Costco-MNDcover3.pdf> > and
 comments on the environmental document
- E. General Plan Amendment Resolution and Map
- F. Rose Santa Clara Corridor Specific Plan Amendment Resolution and Map
- G. Special Use Permit Resolution

Prepared by: _____
 CW

Approved by: _____
 KM

ATTACHMENT A

AERIAL IMAGE WITH 3 PROJECT SITES

VICINITY MAP

2030 GENERAL PLAN MAP

RSCCSP PLANNING AREA (ZONING) MAP

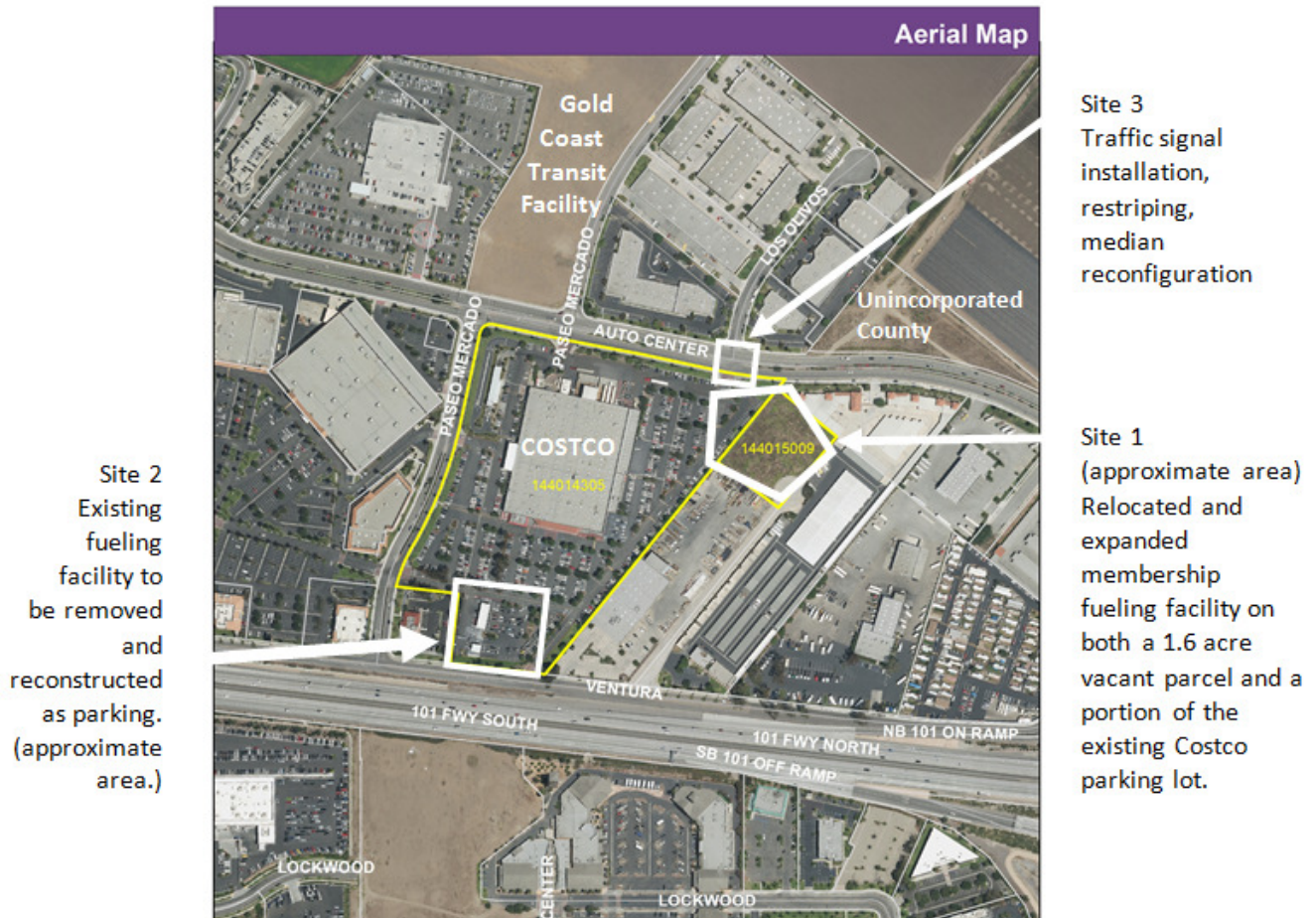
SITE 1: PHOTO OF 1.6 ACRE VACANT PARCEL

SITE 2: PHOTO OF EXISTING FUELING FACILITY

SITE 3: PHOTO OF AUTO CENTER DR/LOS OLIVOS
INTERSECTION

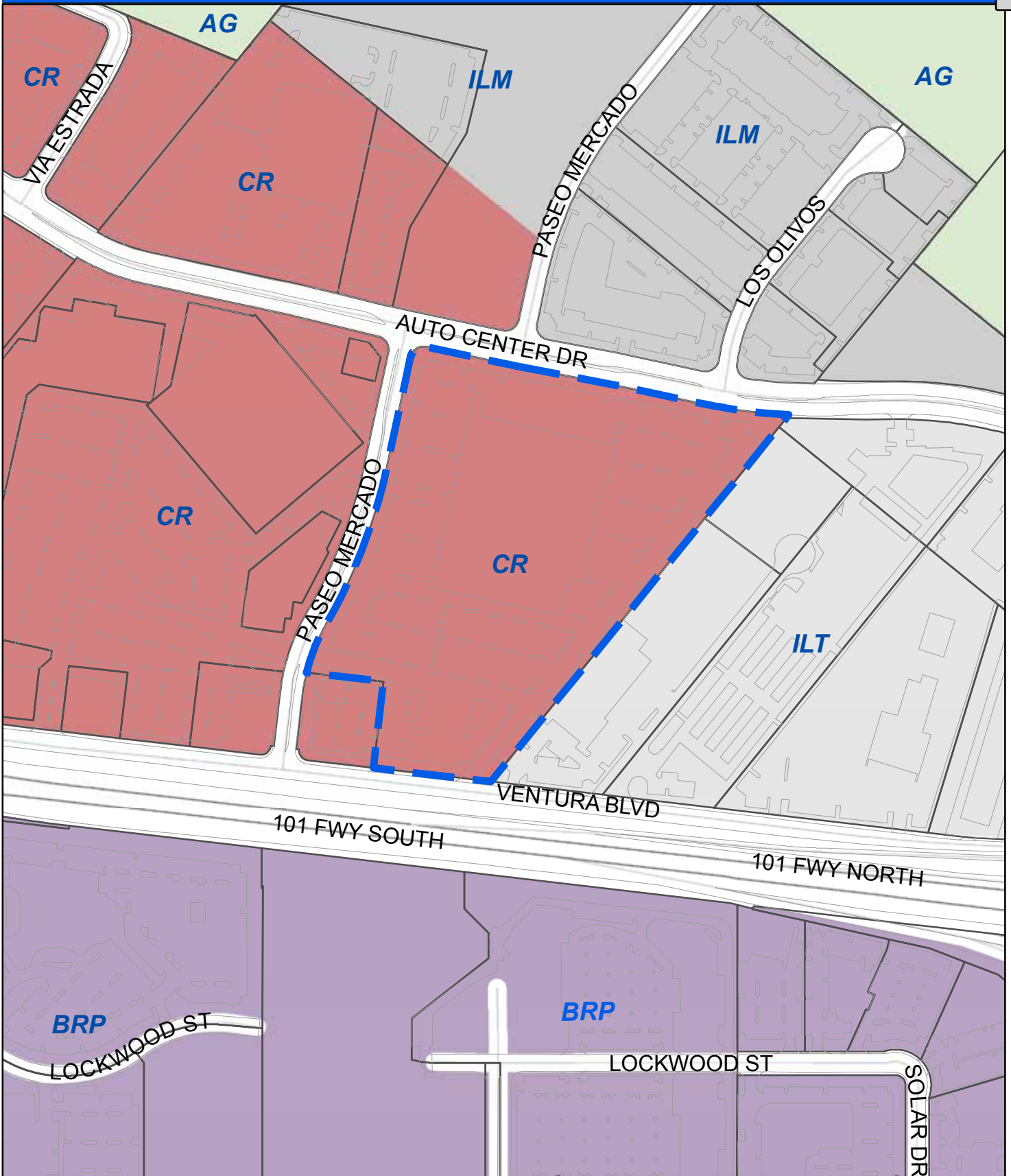
AERIAL IMAGE WITH 3 PROJECT SITES

Costco Warehouse Location



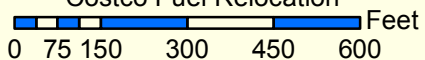
2030 General Plan Land Use Map

K.1.a



Oxnard Planning
November 1, 2017

PZ 17-620-04, 16-630-01, 17-500-15
Location: 2001 Ventura Bl
APN: 1440150095, 1440143055
Costco Fuel Relocation



2030 General Plan Land Use Map



1:4,000

RSCCSP PLANNING AREA (ZONING) MAP



Source: Ordinance 2759 (10/23/2007)

Site 1 Photo of 1.6 Acre Vacant Parcel



Site 2 Photo of Existing Fueling Facility



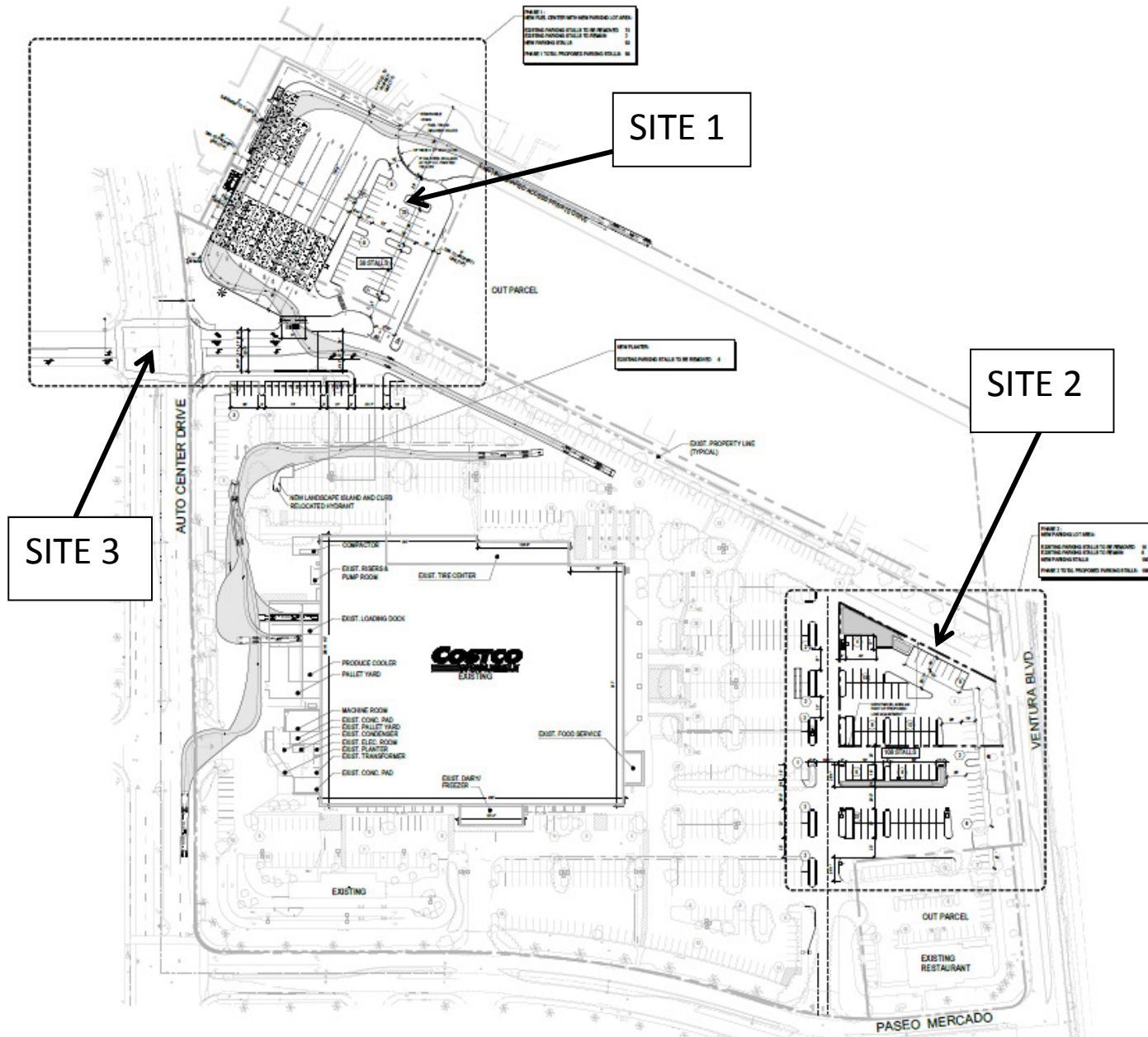
Site 3 Photo of Auto Center Drive/Los Olivos Intersection



ATTACHMENT B

DD11.12	PROPOSED SITE PLAN (SITES 1 and 2)
DD10.21.1	DEMO PLAN AT VACANT LOT (SITE 1)
DD12.12.1	NEW GAS STATION PLAN (SITE 1)
LD 1.2	PROPOSED LANDSCAPE PLAN (SITE 1)
DD31-04	NEW GAS STATION ELEVATIONS (SITE 1)
DD10.12.2	DEMO OF EXISTING GAS STATION (SITE 2)
DD12.12.2	PROPOSED REPLACEMENT PARKING PLAN (SITE 2)
LD 1.3	PROPOSED LANDSCAPE PLAN (SITE 2)
DD1213.12	INTERSECTION AND COSTCO DRIVE AISLE PLAN (SITE 3)
DD15.12	HEALY TANK AND ENCLOSURE ELEVATIONS (SITE 1)
DD14.12	RELATED STRUCTURES (SITE 1)

DD11.12 PROPOSED SITE PLAN (SITES 1 and 2)



PROJECT DATA

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: 2001 E. VENTURA BLVD.
OXNARD, CA 93030

ZONING: COMMERCIAL / RETAIL

EXISTING SITE AREA: 16.51 ACRES (723,684 S.F.)

NEW SITE AREA: 1.68 ACRES (73,114 S.F.)

TOTAL SITE AREA: 18.29 ACRES (796,798 S.F.)

JURISDICTION: CITY OF OXNARD

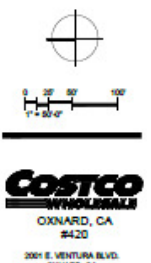
SETBACKS: 15

BOUNDARIES INFORMATION: THIS PLAN HAS BEEN PREPARED BASED ON SURVEY PREPARED BY FUSCOE ENGINEERING DATED 9/26/2014

EXIST. BUILDING DATA:	
BUILDING AREA	130,193 S.F.
TIRE CENTER	8,405 S.F.
FOOD SERVICE	856 S.F.
EXIST. STORAGE FREEZER	1,348 S.F.
EXIST. MACHINE ROOM	1,247 S.F.
EXIST. ELEC. ROOMS	268 S.F.
EXIST. PRODUCE COOLER ADDITION	1,794 S.F.
EXIST. COOLER ADDITION	1,303 S.F.
EXIST. STORAGE FREEZER ADDITION	1,412 S.F.
TOTAL BUILDING	146,816 S.F.
EXISTING PARKING:	
① 9' EXISTING WIDE STALLS	714 STALLS
② 10' ACCESSIBLE STALLS	21 STALLS
TOTAL EXIST. PARKING	735 STALLS
PROPOSED PARKING:	
① 9' WIDE STALLS	671 STALLS
② 10' WIDE STALLS	100 STALLS
③ 10' ACCESSIBLE STALLS	21 STALLS
TOTAL PROPOSED PARKING	792 STALLS

OF STALLS PER 1,000 S.F. OF BUILDING AREA 5.39

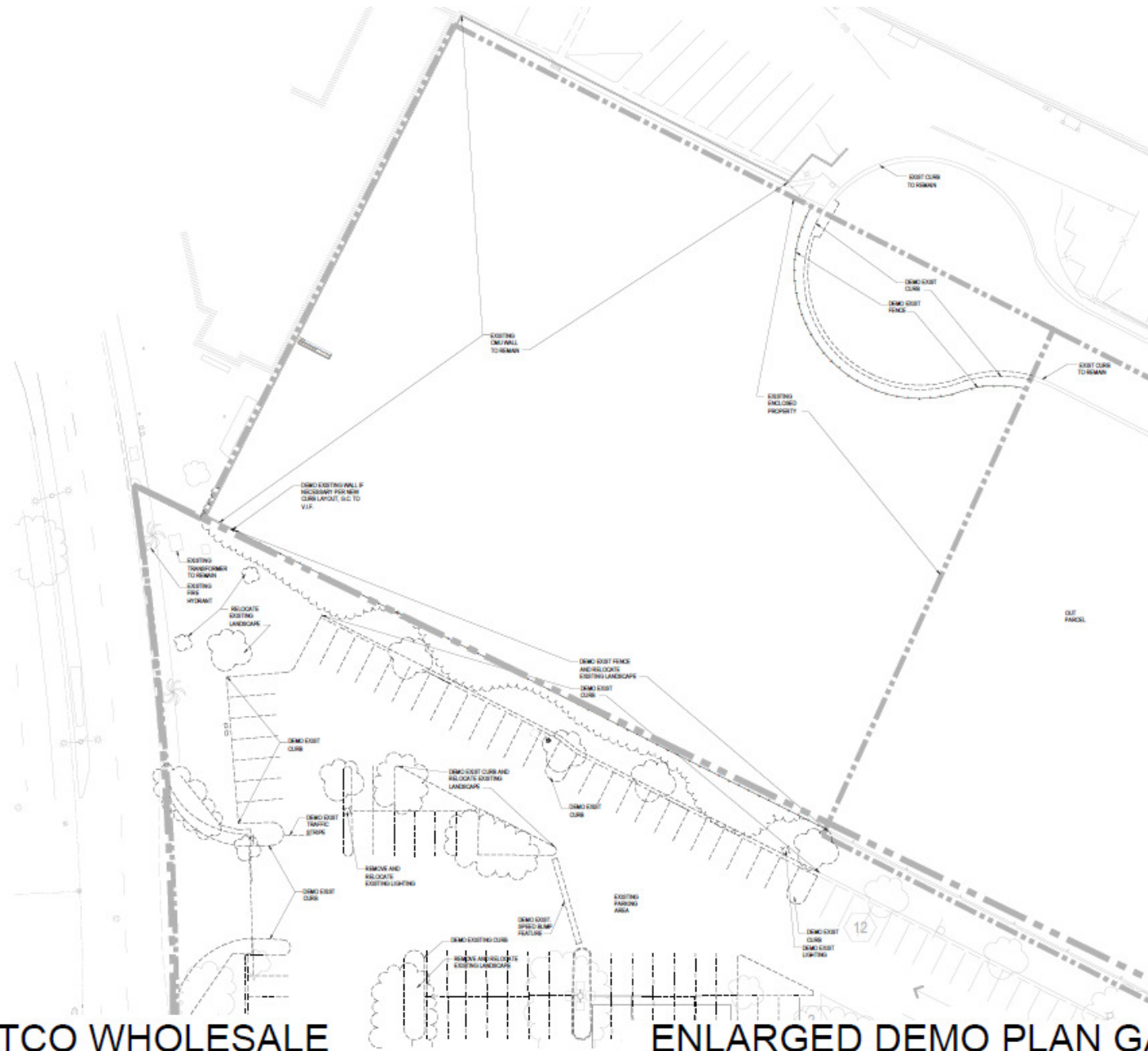
VICINITY MAP



94-0190-33
NOVEMBER 02, 2017
PROPOSED
SITE PLAN

DD11.12

DD10.21.1 DEMO PLAN AT VACANT LOT (SITE 1)



COSTCO WHOLESALE

ENLARGED DEMO PLAN GAS

OXNARD, CA
#420

2001 E. VENTURA BLVD.
CIGNARD, CA

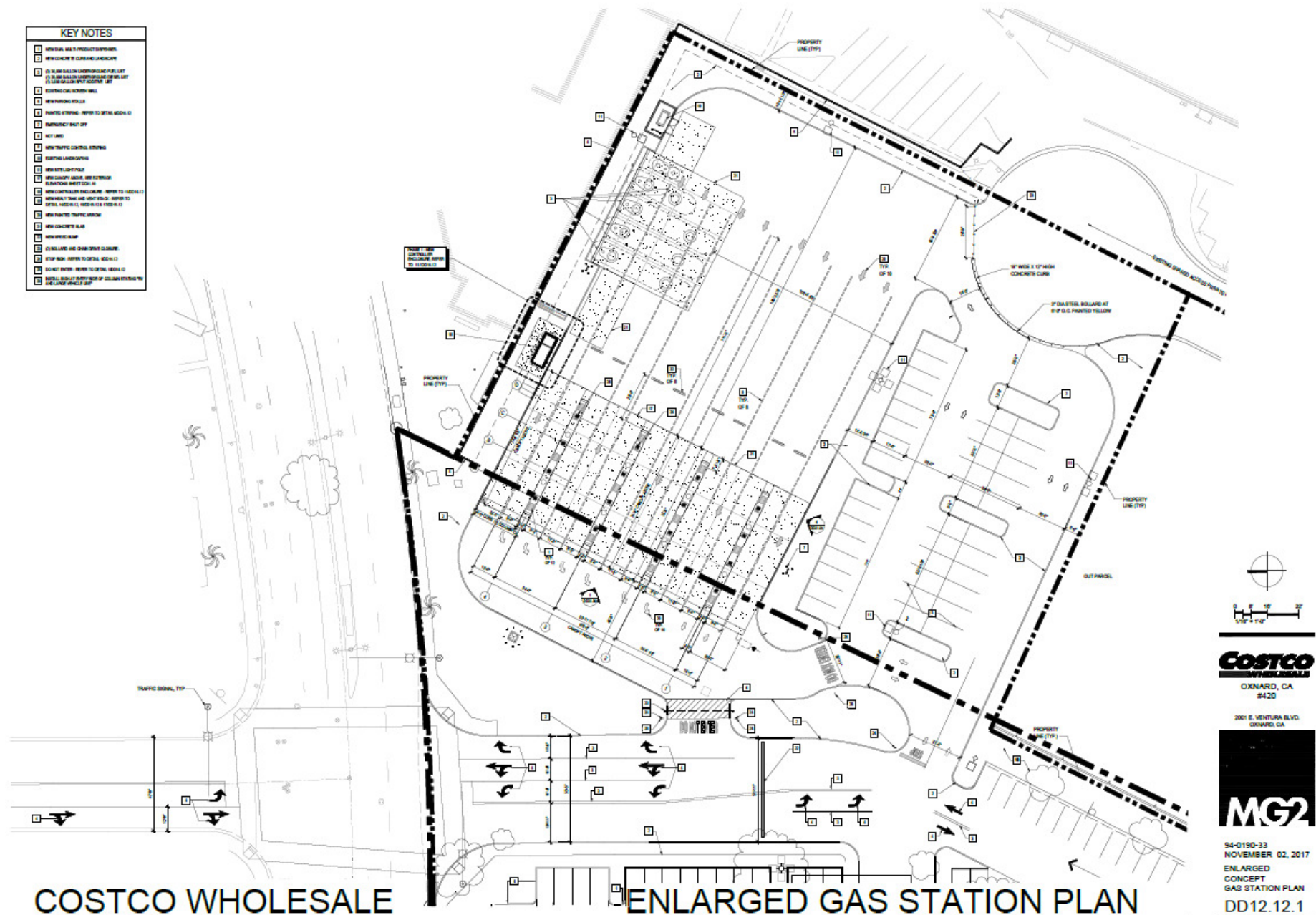


94-0190-33
NOVEMBER 02, 2017

DEMO ENLARGED
PLAN PARKING

DD10.12.1

DD12.12.1 NEW GAS STATION PLAN (SITE 1)



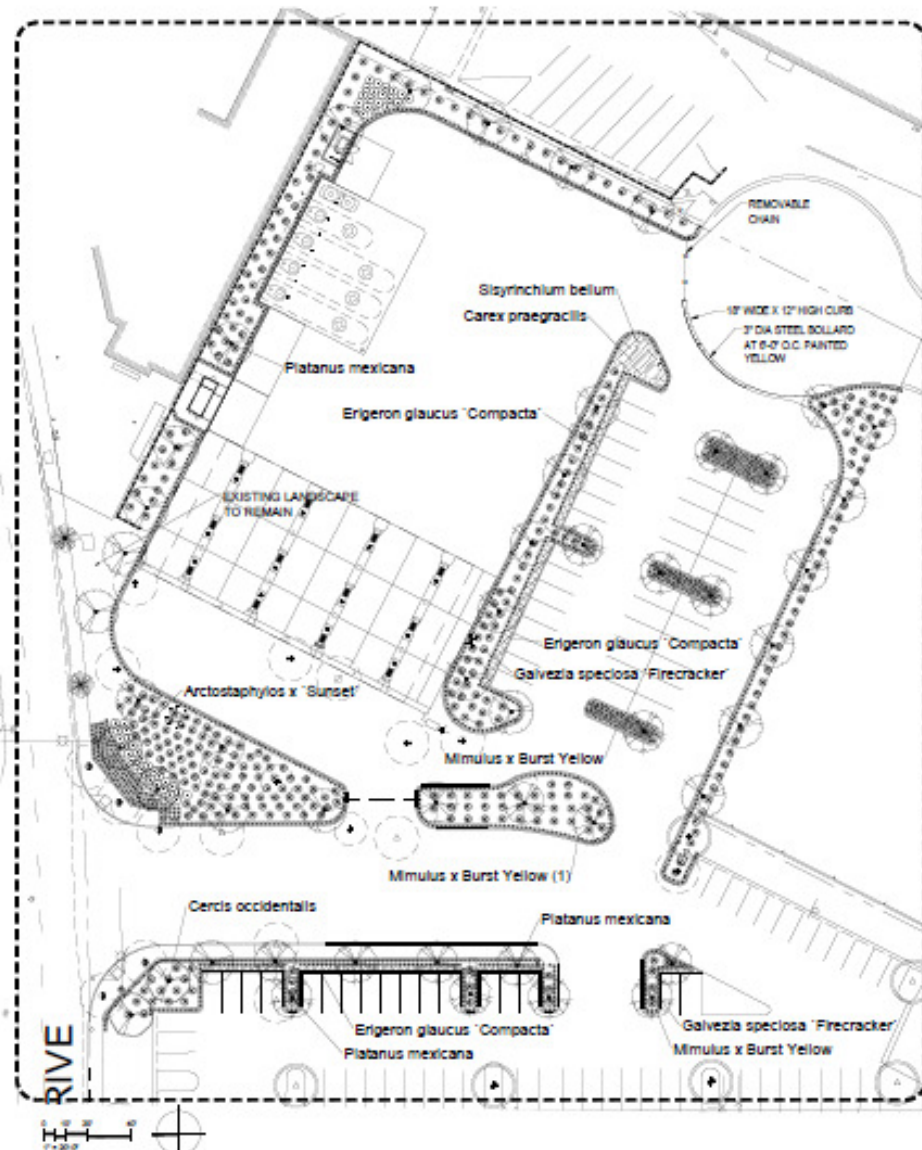


CONCEPT ELEVATIONS

94-0190-33
APRIL 14, 2017
CONCEPT
ELEVATIONS

DD31-04

LD 1.2 PROPOSED LANDSCAPE PLAN (SITE 1)



PLANT SCHEDULE									
TYPE	NOTES	COMMON NAME	CONT. SIZE	QTY	PLANT FACTOR	WATERING	SPACING	QTY	
1	Cercis occidentalis High Spreading	Western Redbud	30' Tree	250	1	0.1-0.3	2	4	
2	Platanus mexicana	Mexican Sycamore	30' Tree	250	1	0.1-0.3	2	20	
3	Platanus mexicana	Mexican Sycamore	40' Tree	250	1	0.1-0.3	2	80	
4	Platanus mexicana	California Sycamore	40' Tree	250	1	0.1-0.3	2	30	
5	Platanus mexicana	London Plane Tree	40' Tree	250	1	0.1-0.3	2	8	
TYPE TO BE REMOVED									
6	Opuntia monacensis	Cactus Cholla	Existing to be removed					8	
7	Prosopis juliflora	Desert Gum	Existing to be removed					10	
8	Leucostaphylos	American Desert Gum	Existing to be removed					1	
9	Leucostaphylos	Tule Tree	Existing to be removed					8	
10	Prosopis juliflora	Palm Tree	Existing to be removed					10	
11	Prosopis juliflora	Desert Tree	Existing to be removed					8	
12	Opuntia monacensis	Cactus Cholla	Existing to be removed					1	
TYPE TO REMAIN									
13	Opuntia monacensis	Cactus Cholla	Existing to remain					8	
14	Leucostaphylos	American Desert Gum	Existing to remain					3	
15	Leucostaphylos	Tule Tree	Existing to remain					3	
16	Platanus mexicana	London Plane Tree	Existing to remain					4	
17	Prosopis juliflora	Palm Tree	Existing to remain					10	
18	Leucostaphylos	Desert Tree	Existing to remain					2	
NEW PLANTINGS									
19	Arctostaphylos 'Sunset'	Scarlet Monarda	4 gal	1	0.1-0.3	1		80	
20	Opuntia monacensis	Desert Tree	4 gal	1	0.1-0.3	1		70	
21	Opuntia monacensis	Desert Tree	4 gal	1	0.1-0.3	1		80	
22	Opuntia monacensis	Desert Tree	4 gal	1	0.1-0.3	1		2,800	
LANDSCAPE CONTROL									
23	Opuntia monacensis	Desert Tree	1 gal	10	0.1-0.3	1	10' x 10'	1,300 sq ft	
LANDSCAPE PLANTINGS									
24	Cercis occidentalis	Western Redbud	Quart	10	0.1-0.3	1	2' x 2'	1,300 sq ft	
25	Opuntia monacensis	Desert Tree	Quart	10	0.1-0.3	1	2' x 2'	1,300 sq ft	

Irrigation and Planting Design Statement

Plans are prepared in accordance with the Water Efficient Landscape Ordinance and applied then accordingly for the efficient use of water in the planting design and irrigation water use calculations.

Robert Corley, P.E., 2008

LANDSCAPE AREA CALCULATIONS

SITE AREA	791,791.00	WATER USE PER ACRE FOR IRRIGATION	
IRRIGABLE AREA	500,000.00	MAXIMUM = 432,000 gallons	
PERCENTAGE OF IRRIGABLE AREA	63.15%	IRRIGABLE = 317,000 gallons	
LANDSCAPE AREA	10,000.00	IRRIGABLE MINIMUM FOR TOTAL SITE	
LANDSCAPE AREA EXISTING	10,000.00	INSTALL "SMART" CONTROLLER FOR THE ENTIRE COSTCO PARCEL. (N/A AND CURRENT SYSTEM)	
LANDSCAPE AREA REDUCED	0.00	INSTALL FLOW MONITORING	
LANDSCAPE AREA TOTAL	10,000.00	INSTALL ALARM MONITORING IF A DESIGNATED IRRIGATION WATER METER DOES NOT EXIST	
		INSTALL MASTER VALVES	
		CONTROLLER(S) SHALL BE INSTALLED WITH MAINTENANCE SCHEDULE	
		CONTROLLER(S) SHALL HAVE REAL TIME ET MANAGEMENT	

COSTCO
WHOLESALE
OXNARD, CA
94300
3001 E. VENTURA BLVD.
OXNARD, CA

CCA
CONCRETE & CEMENT
ASSOCIATES, INC.
1000 S. OCEAN BLVD., SUITE 100
LOS ANGELES, CA 90001

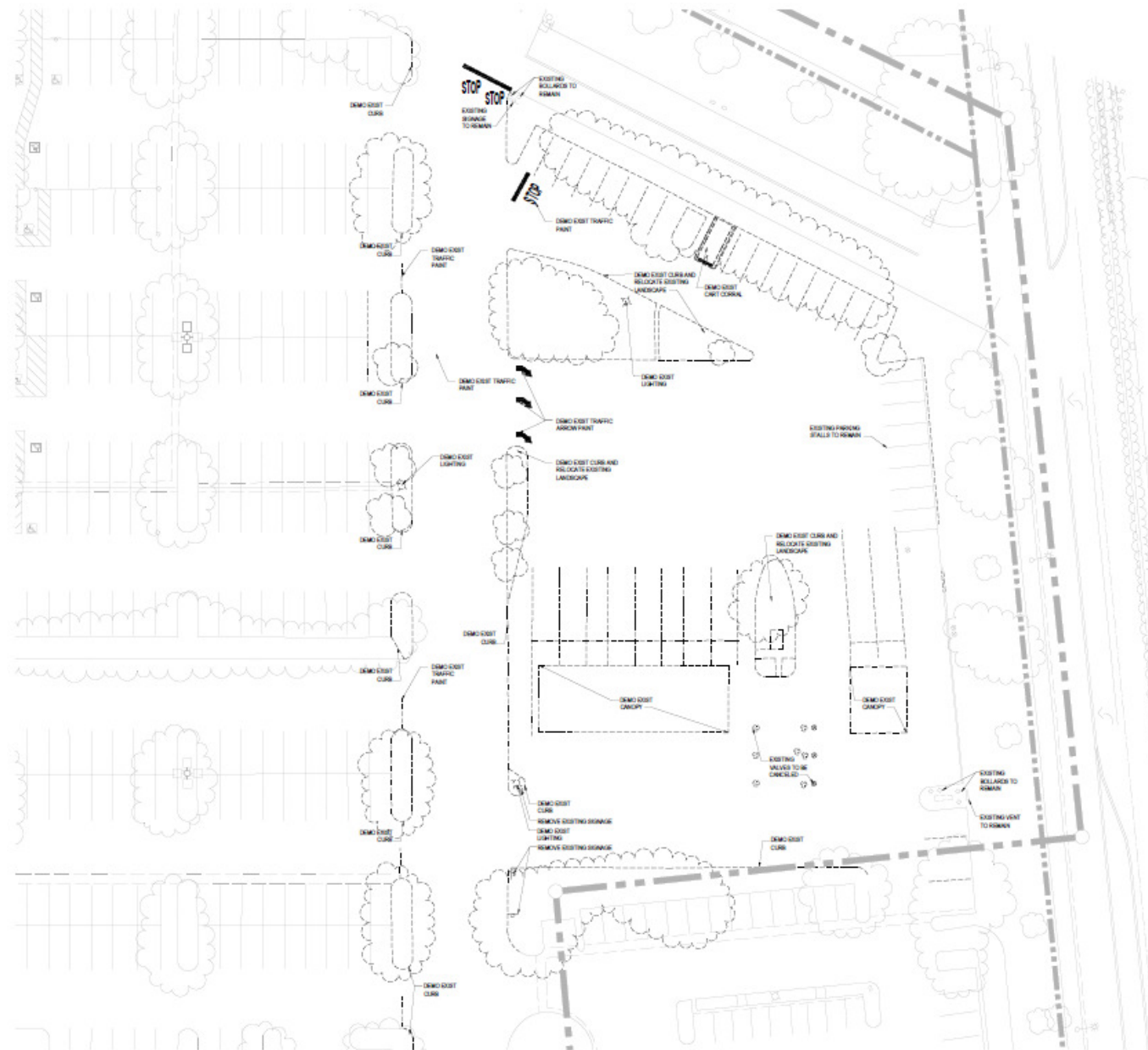
84-0190-30
AUGUST 8, 2017
PROPOSED
LANDSCAPE PLAN
GAS PARCEL
LD1.2

COSTCO WHOLESALE
OXNARD, CA

PROPOSED LANDSCAPE CONCEPT PLAN

AUGUST 8, 2017

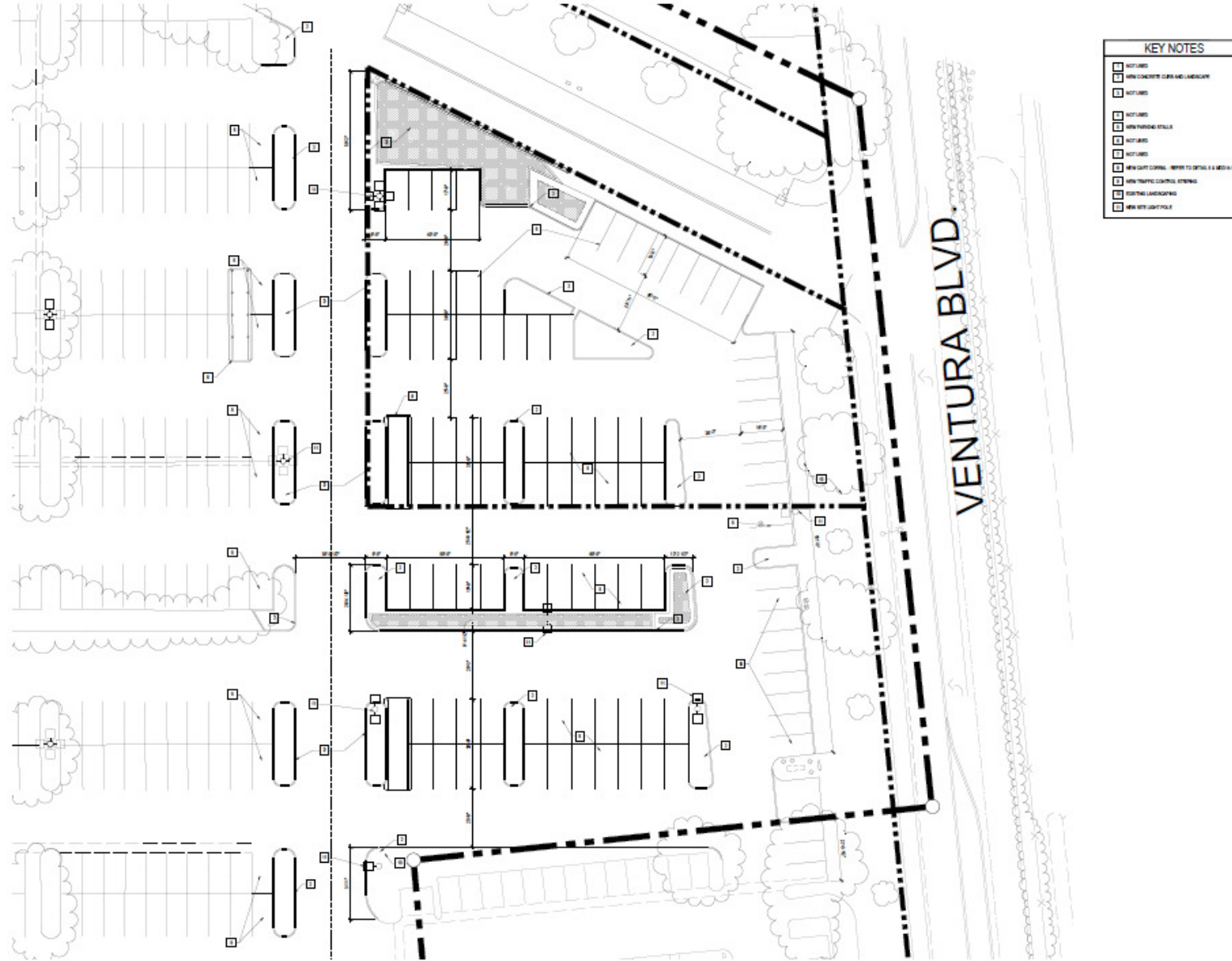
DD10.12.2 DEMO OF EXISTING GAS STATION (SITE 2)



COSTCO WHOLESALE

DEMO ENLARGED PLAN GAS STATION

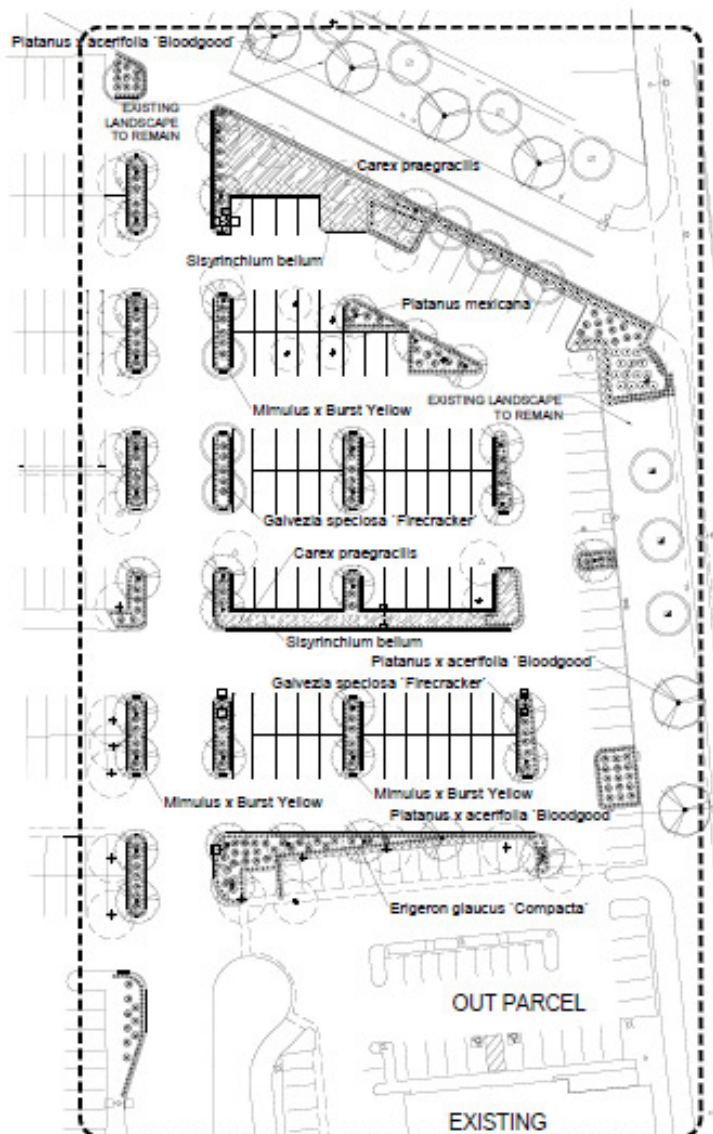
DD12.12.2 PROPOSED REPLACEMENT PARKING PLAN (SITE 2)



COSTCO WHOLESALE

ENLARGED CONCEPT PARKING PLAN

LD 1.3 PROPOSED LANDSCAPE PLAN (SITE 2)



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	CONT. SIZE	DBH	HEIGHT	PLANT FACTOR	WATERING	QTY
	Carex praegracilis	Western Redbud	3" P. Box	2" DBH	L	0.1-0.3	2	4
	Platanus mexicana	Mexican Sycamore	3" P. Box	2" DBH	L	0.1-0.3	2	30
	Platanus mexicana	Mexican Sycamore	4" P. Box	2" DBH	L	0.1-0.3	2	60
	Platanus mexicana	Cathartes Sycamore	4" P. Box	2" DBH	M	0.4-0.8	2	30
	Platanus x acerifolia 'Bloodgood'	London Plane Tree	4" P. Box	2" DBH	M	0.4-0.8	2	6
TREES TO BE REMOVED	BOTANICAL NAME	COMMON NAME	CONT. SIZE	DBH	HEIGHT	PLANT FACTOR	WATERING	QTY
	Cupressus arborescens	Carrot Wood	Building to be Removed					8
	Quercus laevis	Dead Oak	Building to be Removed					10
	Liquidambar styraciflua	American Sweet Gum	Building to be Removed					1
	Ulmus americana	Walden Elm	Building to be Removed					8
	Pinus strobus	Pin Pine	Building to be Removed					10
	Pinus strobus	Pin Pine	Building to be Removed					0
	Pinus strobus	Pin Pine	Building to be Removed					1
TREES TO REMAIN	BOTANICAL NAME	COMMON NAME	CONT. SIZE	DBH	HEIGHT	PLANT FACTOR	WATERING	QTY
	Cupressus arborescens	Carrot Wood	Building to be Removed					8
	Liquidambar styraciflua	American Sweet Gum	Building to be Removed					3
	Ulmus americana	Walden Elm	Building to be Removed					3
	Pinus strobus	Pin Pine	Building to be Removed					4
	Pinus strobus	Pin Pine	Building to be Removed					10
	Walden Elm	Walden Elm	Building to be Removed					2
SHRUBS	BOTANICAL NAME	COMMON NAME	CONT. SIZE	DBH	HEIGHT	PLANT FACTOR	WATERING	QTY
	Ardisia cuneata	Sweet Myrtle	2 gal	L	0.1-0.3	1	1	61
	Ardisia cuneata	Sweet Myrtle	2 gal	L	0.1-0.3	1	1	18
	Galvezia speciosa 'Firecracker'	Red Firecracker	2 gal	L	0.1-0.3	1	1	50
	Mimulus x Burst Yellow	Burst Yellow	2 gal	L	0.1-0.3	1	1	2,070
PERENNIALS	BOTANICAL NAME	COMMON NAME	CONT. SIZE	DBH	HEIGHT	PLANT FACTOR	WATERING	QTY
	Erigeron glaucus 'Compacta'	Rescue Daisy	1 gal	L	0.1-0.3	1	1	1,100 sq ft
PERENNIALS	BOTANICAL NAME	COMMON NAME	CONT. SIZE	DBH	HEIGHT	PLANT FACTOR	WATERING	QTY
	Carex praegracilis	Walden Elm	Quake	M	0.4-0.8	4	1	1,100 sq ft
	Erigeron glaucus 'Compacta'	Rescue Daisy	Quake	L	0.1-0.3	4	1	1,100 sq ft

LANDSCAPE AREA CALCULATIONS:

SITE AREA	796,798.00
EXISTING AREA	1,146,340.00
EXISTING AREA (20' BUFFER)	640,960.00
LANDSCAPE AREA	15,898.00
LANDSCAPE AREA (20' BUFFER)	15,898.00
LANDSCAPE AREA (20' BUFFER)	15,898.00
FINAL LANDSCAPE AREA	15,898.00
PERCENTAGE OF LANDSCAPE AREA	2%

WATER USE ESTIMATES AND IRRIGATION:

IRRAW = 450,000 gallons

ETW = 0.15 inches

IRRIGATION MEASUREMENT FOR TOTAL SITE:

INSTALL 1/2" TUBING CONTROLLER FOR THE ENTIRE COSTCO PARCEL. (NEW AND CURRENT SYSTEMS)

INSTALL FLOW METER(S)

INSTALL SUB-METER(S) OF A DEGRADED IRRIGATION WATER METER DOES NOT EXIST

INSTALL METER VALVE(S)

CONTROLLER(S) SHALL BE INSTALLED WITH SAMPLED PRESSURE

CONTROLLER(S) SHALL HAVE REAL TIME ET MANAGEMENT

Irrigation and Planting Design Statement

I have completed all the information of the Water Efficient Landscaping Ordinance and applied them accordingly for the project and water in the planting design plan and irrigation water calculations.

Robert Carter, PLS 1580



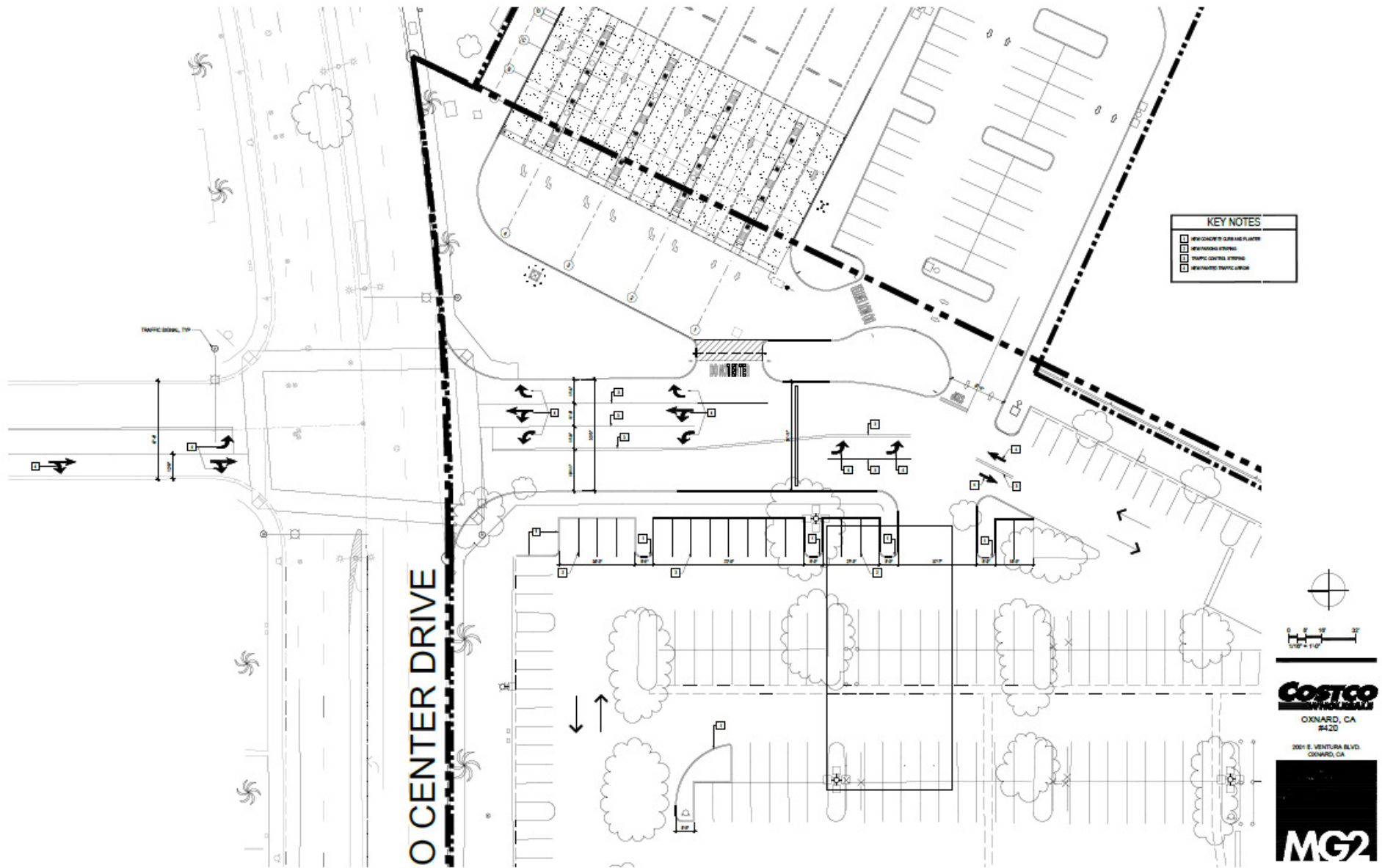
04-0190-33
AUGUST 8, 2017
PROPOSED LANDSCAPE PLAN
OLD GAS PARCEL
LD1.3

COSTCO WHOLESALE
OXNARD, CA

PROPOSED LANDSCAPE CONCEPT PLAN

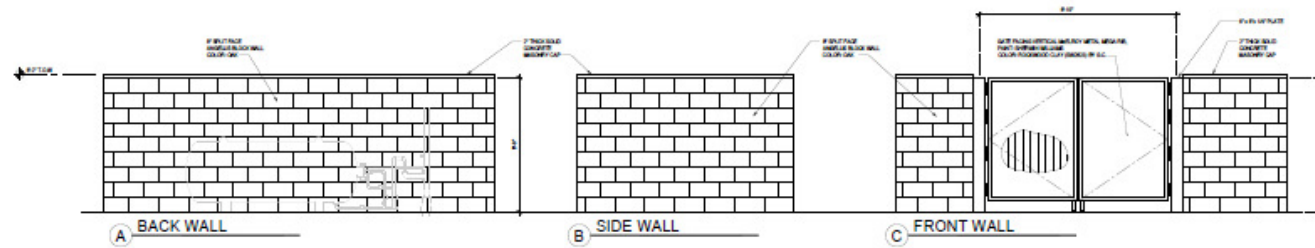
AUGUST 8, 2017

DD1213.12 INTERSECTION AND COSTCO DRIVE AISLE PLAN (SITE 3)

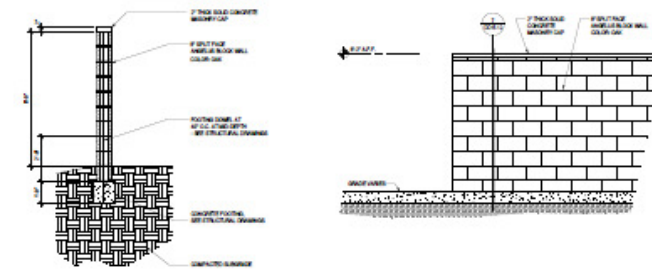


COSTCO WHOLESALE ENLARGED SITE AND INTERSECTION PLAN

HEALY TANK AND ENCLOSURE ELEVATIONS (SITE 1)

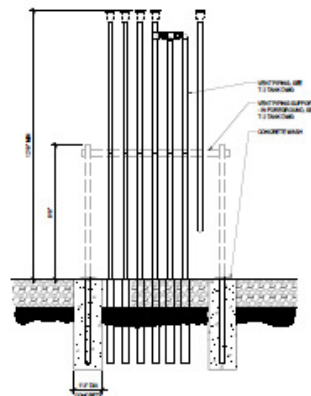


4 HEALY TANK ENCLOSURE ELEVATIONS

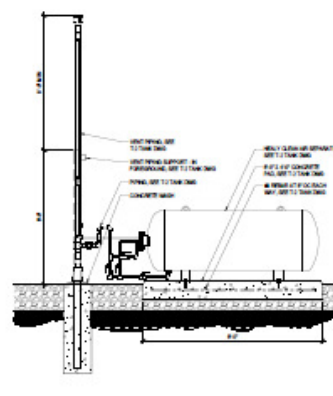


7 SCREEN WALL SECTION
SCALE: 1/2" = 1'-0"

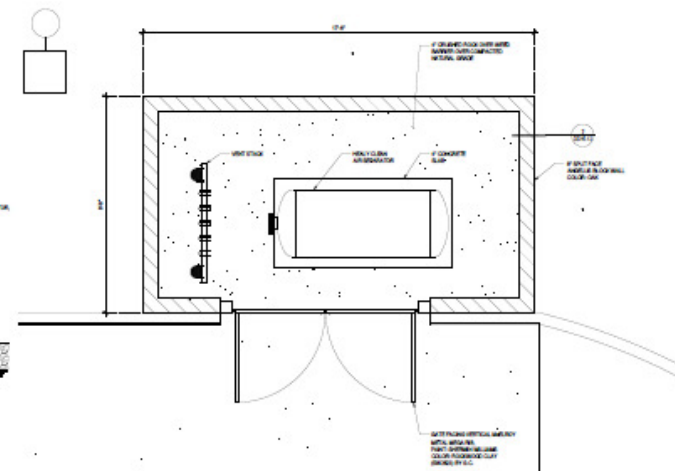
6 POST / WALL ELEVATION
SCALE: 1/2" = 1'-0"



14 VENT STACK
SCALE: 1/2" = 1'-0"



15 VENT STACK AND HEALY CLEAN AIR SEPARATOR
SCALE: 1/2" = 1'-0"



17 VENT STACK AND HEALY TANK PLAN
SCALE: 1/2" = 1'-0"

COSTCO
OXNARD, CA
#420
2001 E. VENTURA BLVD.
OXNARD, CA



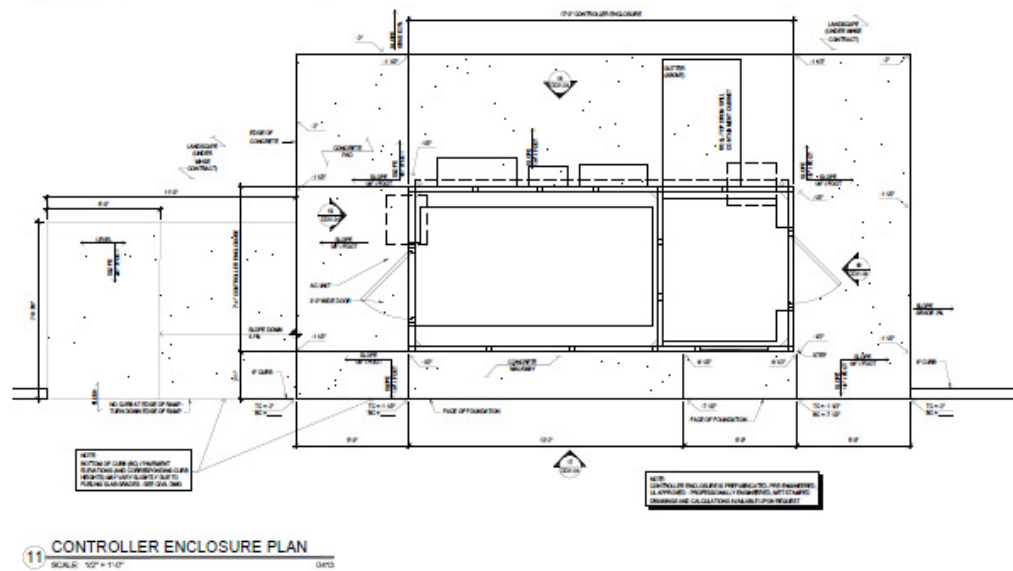
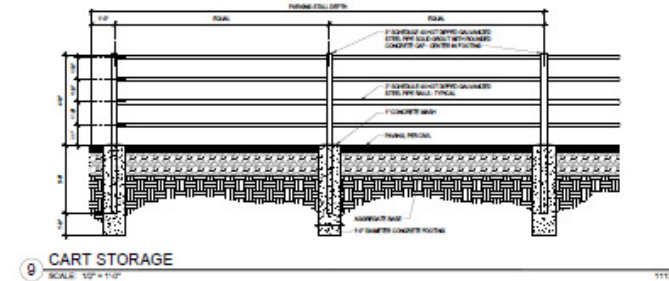
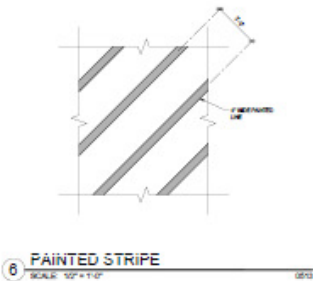
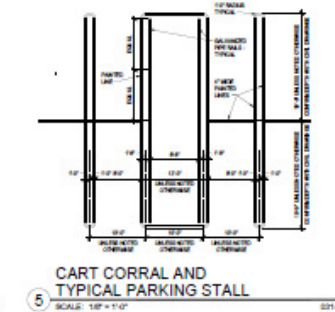
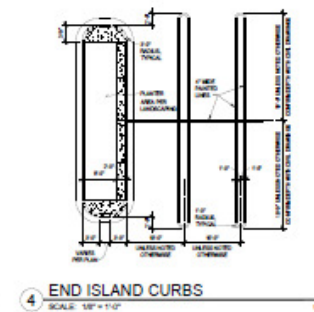
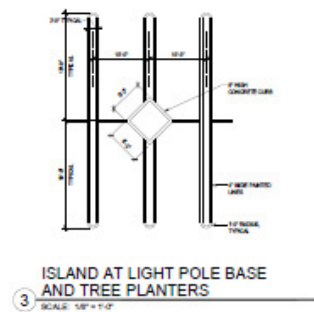
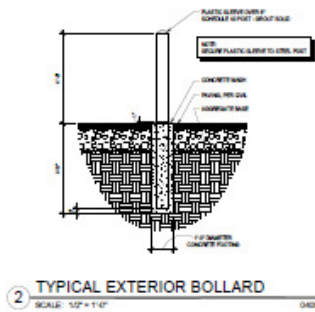
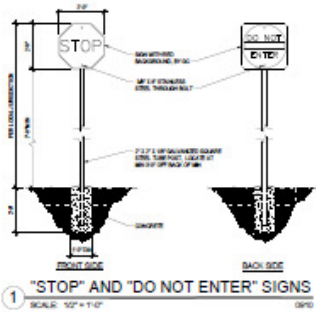
94-0190-33
NOVEMBER 02, 2017
HEALY TANK AND
ENCLOSURE
ELEVATIONS
DD15.12

COSTCO WHOLESALE HEALY TANK AND ENCLOSURE ELEVATIONS

OXNARD, CA

NOVEMBER 02, 2017

DD14.12 RELATED STRUCTURES (SITE 1)



COSTCO WHOLESALE
OXNARD, CA

CONCEPT ELEVATIONS

NOVEMBER 02, 2017



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-620-04 FOR A GENERAL PLAN AMENDMENT TO AMEND THE LAND USE MAP FOR ONE PARCEL (APN NO. 144-0-150-095) LOCATED ON THE SOUTHEAST CORNER OF AUTO CENTER DRIVE AND LOS OLIVOS. FILED BY DESIGNATED AGENT LLOYD H. WELLS ON BEHALF OF WELLS AND CECO A CALIFORNIA LLC, 17083 OLD COACH ROAD, POWAY, CA 92064.

WHEREAS, Costco Wholesale (Applicant), located at 2001 Ventura Blvd., filed applications for a General Plan Amendment (GPA), Rose Santa Clara Corridor Specific Plan (RSCCSP) Amendment (SPA) and Special Use Permit (SUP) for the relocation and expansion of an existing membership-only 16-pump fueling facility to an adjacent 1.6 acre vacant lot (Assessor's Parcel Number 144-0-150-095) near the Auto Center Drive/Los Olivos intersection, demolition and conversion of the existing 16-pump fueling facility to additional parking, and installation of a four-way traffic signal at the Auto Center Drive/Los Olivos intersection; filed by designated agent Lloyd H. Wells on behalf of Wells and Ceco, a California LLC; and

WHEREAS, in compliance with the California Environmental Quality Act (CEQA), Initial Study/Mitigated Negative Declaration (MND) No. 17-03 was prepared and circulated for comment and was considered by the Planning Commission at the Planning Commission meeting of December 7, 2017; and

WHEREAS, the City Council hereby adopts MND No. 17-03 and certifies that the City of Oxnard has complied with CEQA; and

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission considered the application for Planning and Zoning Permit No. 17-620-04, a General Plan Amendment for the property known as APN 144-0-150-095,

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission concurrently considered a Rose Santa Clara Corridor Specific Plan (RSCCSP) amendment (PZ 16-630-01) for the same aforementioned parcel to create consistency with the General Plan amendment; and

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission concurrently considered Special Use Permit (PZ 17-500-15) to relocate and expand the Costco member-only fueling facility, replace the existing fueling facility with additional parking, and signalize the Auto Center Drive/Los Olivos intersection; and

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission held a public hearing and received and reviewed written and oral comments related to the three proposed Planning and Zoning Permits listed above; and

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission adopted Resolution 2017-29 approving Special Use Permit PZ No. 17-500-15 and adopted Resolution Nos. 2017-31 and 2017-32 recommending that the City Council approve General Plan Amendment PZ No. 17-620-04 and RSCCSP Amendment No. 16-630-01, respectively, and finding after due study and deliberation that the public interest and general welfare require the actions; and

Resolution No.
 PZ 17-620-04 (GPA)
 January 30, 2018
 Page 2

WHEREAS, Staff filed an appeal of the Planning Commission approval of Planning and Zoning Permit No. 17-500-15 so as to have the same effective approval dates for the three related actions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard hereby amends the 2030 General Plan Land Use Map (Figure 3-1) land use designation for one parcel as shown in Exhibit "A" attached hereto and incorporated herein by reference.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 30th day of January, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

 Tim Flynn, Mayor

ATTEST:

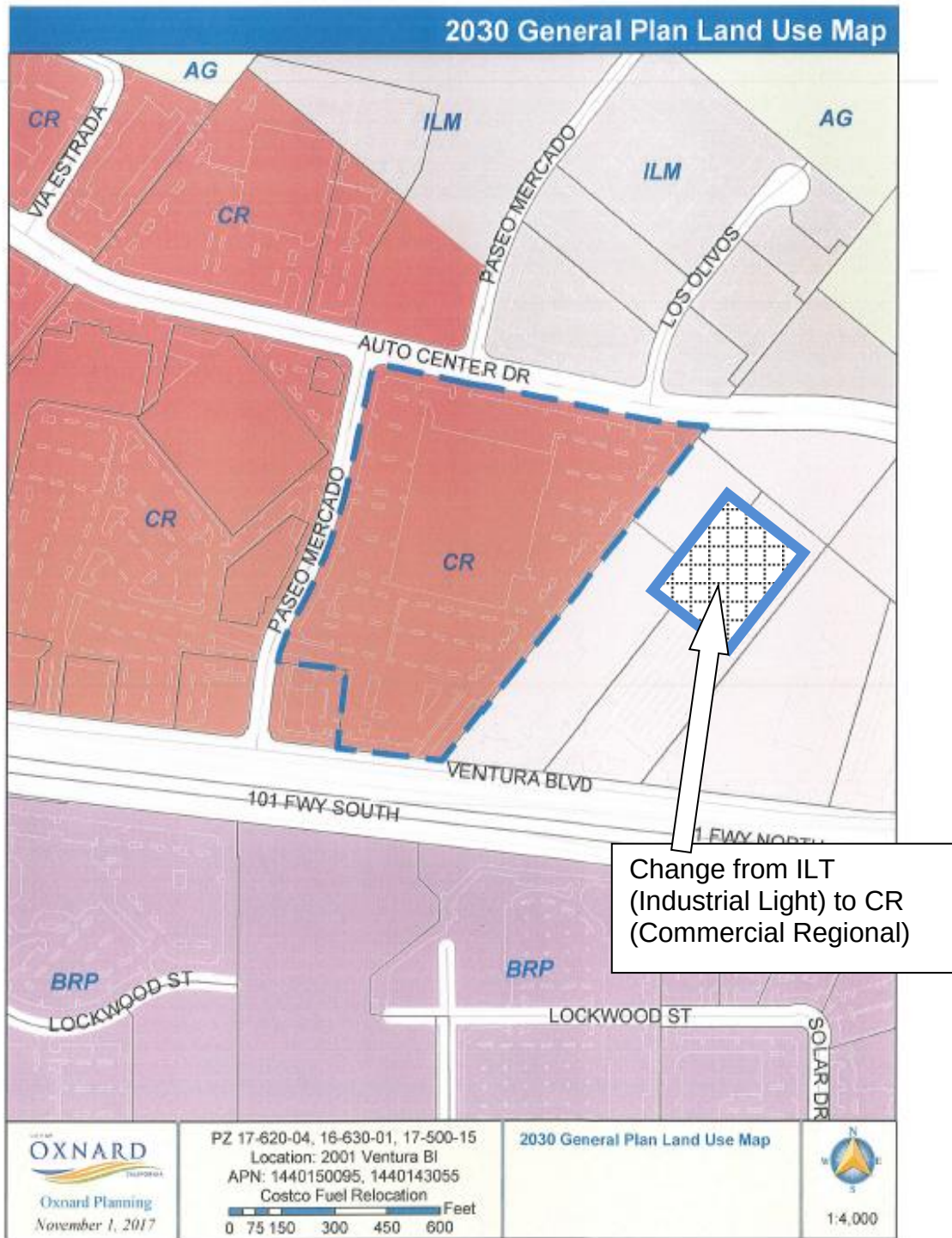
APPROVED AS TO FORM:

 Michelle Ascencion, City Clerk

 Stephen M. Fischer, City Attorney

Resolution No.
 PZ 17-620-04 (GPA)
 January 30, 2018
 Page 3

EXHIBIT A



ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN AMENDMENT TO EXHIBIT 5, LAND USE AREAS, OF THE ROSE-SANTA CLARA CORRIDOR SPECIFIC PLAN TO CHANGE THE PLANNING AREA DESIGNATION FROM COMMERCIAL/MANUFACTURING (PLANNING AREA 4) TO RETAIL COMMERCIAL (PLANNING AREA 3). FILED BY DESIGNATED AGENT LLOYD H. WELLS ON BEHALF OF WELLS AND CECO A CALIFORNIA LLC, 17083 OLD COACH ROAD, POWAY, CA 92064.

WHEREAS, Costco Wholesale (Applicant), located at 2001 Ventura Blvd., filed applications for a General Plan Amendment (GPA), Rose Santa Clara Corridor Specific Plan (RSCCSP) Amendment (SPA) and Special Use Permit (SUP) for the relocation and expansion of an existing membership-only 16-pump fueling facility to an adjacent 1.6 acre vacant lot (Assessor's Parcel Number 144-0-150-095) near the Auto Center Drive/Los Olivos intersection, demolition and conversion of the existing 16-pump fueling facility to additional parking, and installation of a four-way traffic signal at the Auto Center Drive/Los Olivos intersection; filed by designated agent Lloyd H. Wells on behalf of Wells and Ceco, a California LLC; and

WHEREAS, Initial Study/Mitigated Negative Declaration (MND) No. 17-03 was prepared and circulated for comment and the City Council has considered the MND and hereby adopts MND 17-03 as having complied with the California Environmental Quality Act; and

WHEREAS, on December 7, 2017, the Planning Commission approved Resolution No. 2017-32 recommending that City Council adopt an ordinance approving Planning and Zoning Permit No. 16-630-01 (Specific Plan Amendment) to amend the RSCCSP, filed by Costco Wholesale; and

WHEREAS, the City Council is concurrently considering General Plan Amendment PZ 17-620-04 for the same aforementioned parcel known as APN 144-0-150-095 that would create and is necessary for consistency with the RSCCSP amendment; and

WHEREAS, the RSCCSP provides plans, regulations, conditions and programs for development, and the amendment affects enables the applicant, Costco Wholesale, to relocate and expand the Costco member-only fueling facility, replace the existing fueling facility with additional parking, and signalize the Auto Center Drive/Los Olivos intersection; and

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission held a public hearing and received and reviewed written and oral comments related to the three proposed Planning and Zoning Permits listed above; and

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission adopted Resolution 2017-29 approving Special Use Permit PZ No. 17-500-15 and adopted Resolution Nos. 2017-31 and 2017-32 recommending that the City Council approve General Plan Amendment PZ No. 17-620-04 and RSCCSP Amendment No. 16-630-01, respectively, and finding after due study and deliberation that the public interest and general welfare

Ordinance No.
 PZ 16-630-01 (RSCCSP SPA)
 Page 2

require the actions; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the Specific Plan Amendment No. 16-630-01; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of Specific Plan Amendment No. 16-630-01.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. The RSCCSP is hereby amended to read as shown in Attachment A, on file with the City Clerk.

Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. _____ was first read on January 30, 2018, and finally adopted on _____, 2018, to become effective thirty days thereafter.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

 Tim Flynn, Mayor

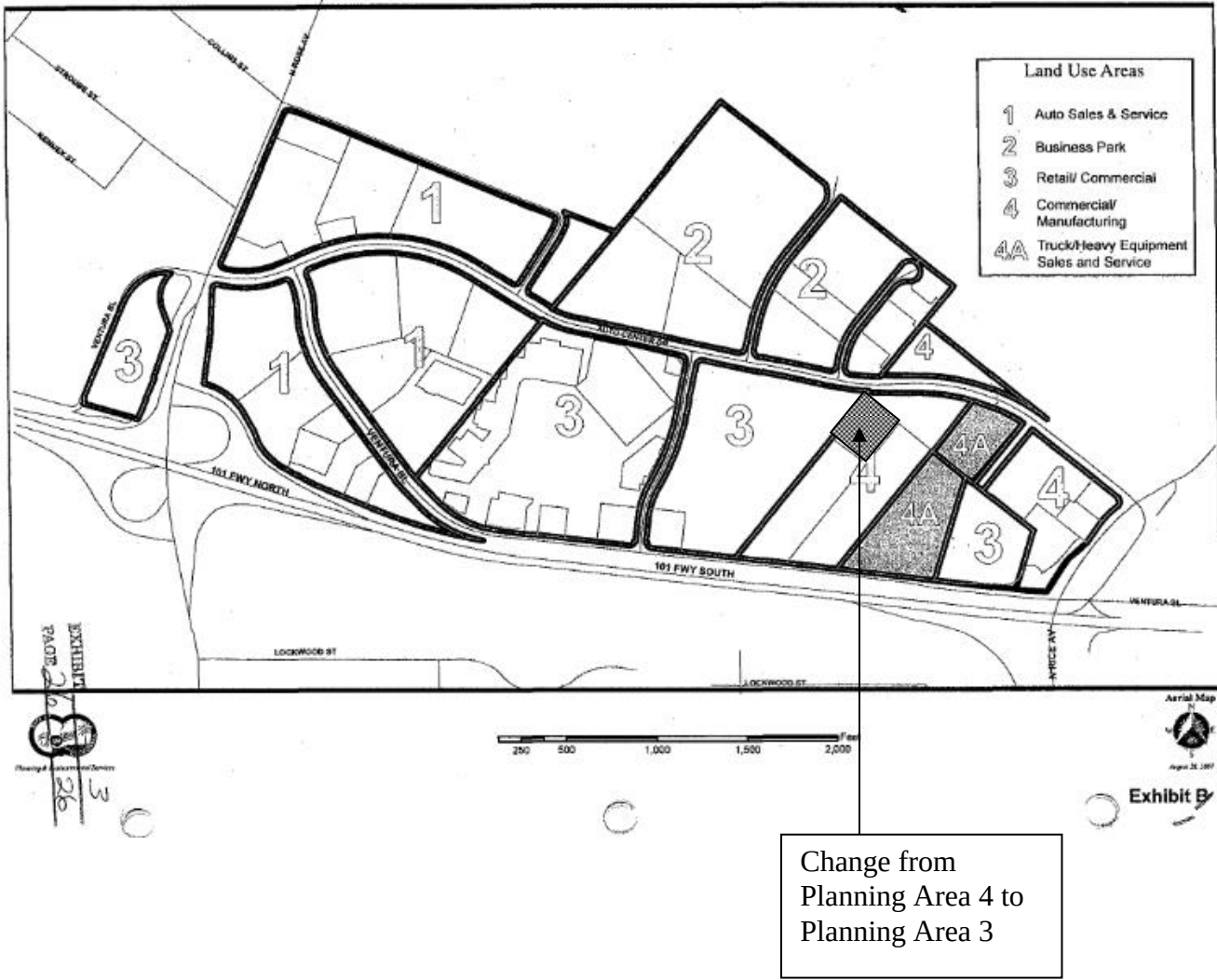
ATTEST:

APPROVED AS TO FORM:

 Michelle Ascencion, City Clerk

 Stephen M. Fischer, City Attorney

ATTACHMENT A



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING THE DECISION OF THE PLANNING COMMISSION APPROVING SPECIAL USE PERMIT NO. 17-500-15 FOR THE RELOCATION AND EXPANSION OF AN EXISTING MEMBERSHIP-ONLY 16-PUMP FUELING FACILITY TO AN ADJACENT 1.6 ACRE VACANT LOT (ASSESSOR'S PARCEL NUMBER 144-0-150-095) NEAR THE AUTO CENTER DRIVE/LOS OLIVOS INTERSECTION. FILED BY DESIGNATED AGENT LLOYD H. WELLS ON BEHALF OF WELLS AND CECO, A CALIFORNIA LLC.

WHEREAS, Costco Wholesale (Applicant), located at 2001 Ventura Blvd., filed applications for a General Plan Amendment (GPA), Rose Santa Clara Corridor Specific Plan (RSCCSP) Amendment (SPA) and Special Use Permit (SUP) for the relocation and expansion of an existing membership-only 16-pump fueling facility (aka "fueling facility to an adjacent 1.6 acre vacant lot (Assessor's Parcel Number 144-0-150-095) near the Auto Center Drive/Los Olivos intersection; filed by designated agent Lloyd H. Wells on behalf of Wells and Ceco, a California LLC; and

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission considered Special Use Permit (PZ 17-500-15) to relocate and expand the Costco member-only fueling facility, replace the existing fueling facility with additional parking, and signalize the Auto Center Drive/Los Olivos intersection; and

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission held a public hearing and received and reviewed written and oral comments related to the three proposed Planning and Zoning Permits listed above; and

WHEREAS, at the Planning Commission meeting of December 7, 2017 the Planning Commission adopted Resolution 2017-29 approving Special Use Permit PZ No. 17-500-15 and adopted Resolution Nos. 2017-31 and 2017-32 recommending that the City Council approve General Plan Amendment PZ No. 17-620-04 and RSCCSP Amendment No. 16-630-01, respectively, and finding after due study and deliberation that the public interest and general welfare require the actions; and

WHEREAS, Staff filed an appeal of the Planning Commission approval of Planning and Zoning Permit No. 17-500-15 so as to have the same effective approval dates for the three related actions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard hereby resolves that the Planning Commission's approval of Planned Development Permit No. 017-500-15 is upheld subject to the conditions set forth in Planning Commission Resolution No. 2017-29, on file in the Planning Division of the Development Services Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard hereby amends the 2030 General Plan Land Use Map (Figure 3-1) land use designation for one parcel as shown in Exhibit "A" attached hereto and incorporated herein by reference.

Resolution No.
PZ 17-500-15 (SUP)
January 30, 2018
Page 2

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 30th day of January, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

Full Version of this attachment is
available at the Oxnard Main
Library, the City Clerk's Office, and
on the City's website:
www.Oxnard.org/City-Meetings



FINAL MITIGATED NEGATIVE DECLARATION NO. 17-03

On the basis of an initial study, and in accordance with Section 15070 of the California Code of Regulations, the Planning Division has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment:

PZ 17-620-04 (General Plan Amendment), PZ 16-630-01 (Specific Plan Amendment), PZ 17-500-15 (Special Use Permit), and PZ 17-310-06 (Lot Line Adjustment): Costco Wholesale, located at 2001 Ventura Blvd., proposes a General Plan Amendment (GPA), Rose Santa Clara Corridor Specific Plan Amendment (SPA), Lot Line Adjustment (LLA), and Special Use Permit (SUP) for the removal, relocation, and expansion of an existing membership-only 16-pump fueling facility (aka "fueling facility").

The fueling facility will be relocated from its current location on the 16.6 acre property off of Ventura Blvd. to a 1.6 acre vacant lot (Assessor's Parcel Number 144-0-150-095) which is adjacent and to the east of Costco, near Auto Center Drive opposite Los Olivos. With the relocation and expansion, a total of 24 pumps will be constructed on the new site (known as Site No. 1). The pumps which are currently located on Site No. 2, will be demolished, and the former fueling facility will be redesigned to accommodate additional parking. A traffic signal will be installed at the intersection of Auto Center Drive/Los Olivos with associated changes to the existing median and traffic lanes (known as Site No. 3).

Filed by Costco Wholesale c/o Lloyd Wells, 17083 Old Coach Road, Poway, CA 92064 and Sean Anderson, Barghausen Consulting Engineers, Inc, 18215 72nd Avenue South, Kent, WA.

Attached is a copy of the initial study/mitigated negative declaration (IS/MND) documenting the reasons to support the finding of no significant effect on the environment. Mitigation measures are included in the initial study to reduce the identified potential effects to a less than significant level.

Below is the Mitigation Monitoring and Reporting Plan (MMRP) that lists recommended mitigation measures and the responsible Lead Agency department.

Attachments: A. Initial Study/MND 2017-03
(comment letters included as MND Attachment E)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing

AGENDA ITEM NO.: 2

DATE: January 30, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Extremely Low & Low-Income Needs Assessment FY 2018-19 Annual AAP & FY 2018-23 Consolidated Plan (10/15/20)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That the City Council conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low and low-income persons residing in the City of Oxnard, for affordable housing, community development, and homelessness for the preparation of the FY 2018-19 Annual Action Plan and for the 2018-23 Five Year Consolidated Plan.

DISCUSSION

Based on population income levels, Oxnard is designated as an *entitlement city* by the U.S. Department of Housing and Urban Development (HUD). This designation permits the City of Oxnard to receive funding under HUD's Community Planning and Development Department formula grants programs. These consist of the Community Development Block Grant (CDBG) program, the HOME Investment Partnerships Act (HOME), and the Health Emergency Solutions Grant (HESG). To receive the funding, the City of Oxnard must prepare and submit a Five-Year Consolidated Plan (ConPlan), which includes a comprehensive needs assessment and serves as a planning document for comprehensive housing affordability strategies, ending homelessness strategies, and community development planning for the City. FY 2017-18 was the fifth and final year under the previously approved FY 2013-18 City of Oxnard Consolidated Plan. The Housing

Extremely Low & Low-Income Needs Assessment for Annual Action Plan & FY 2018-23
 ConPlan (10/15/20)
 January 30, 2018
 Page 2

Department is in the process of developing a new Five-Year Plan, which must be adopted by the City Council in time to be submitted to and received by HUD by May 15, 2018.

In addition to the Five-Year ConPlan, the City must also complete and submit an Annual Action Plan. The Annual Action Plan updates the needs assessment in the Five Year Plan and also serves as an application for funding under the Community Planning and Development formula grant programs. The Annual Plan is also generally due to HUD no later than 45 days prior to the commencement of the next fiscal year (i.e., no later than May 15, 2018). HUD requirements for the development of the Annual Action Plan include the holding of two public hearings to receive input on the unmet needs of extremely low and low-income persons residing in the City of Oxnard.

HUD's Formula Grant Programs

The City of Oxnard has been receiving community and development CDBG funding for forty-two years, since 1975; HOME funding for over 25 years, since 1992; and HESG funding for approximately 27 years, since 1990.

CDBG funding has been utilized for fair housing, public service activities targeted to youth and homeless persons, neighborhood street improvements and parks improvements, economic development, public facility improvements and housing projects; first-time homebuyer assistance, and rehabilitation loans for mobile homes and single-family homes.

HOME funding has assisted first-time buyers with down-payment assistance, extremely low- and low-income families and individuals with the rehabilitation of single-family homes and mobile homes, as well as the construction of new housing units for sale or for rent through the partnership with several Community Development Housing Organizations.

ESG has provided funding for homeless prevention, essential services, and the operation of emergency shelters. Specifically, the City has provided emergency food, shelter, counseling and homeless prevention annually for approximately 1,000 people.

Overall Goals and ConPlan Content

The overall goals of HUD's community planning and development programs are to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for extremely low and low-income persons. The primary means toward these ends is to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations.

The ConPlan contents must include housing and homelessness needs assessments; a housing market analysis; a strategic plan indicating priorities for allocating investments for affordable housing; an analysis of the supportive needs of the non-homeless; and, a non-housing community

Extremely Low & Low-Income Needs Assessment for Annual Action Plan & FY 2018-23
 ConPlan (10/15/20)
 January 30, 2018
 Page 3

development plan, with specific long-term and short-term community development objectives as well as economic development activities that create jobs. In addition, the priorities within the ConPlan must describe the basis for assigning the priority; identify obstacles to meet underserved needs; describe how funds that are reasonably expected will be used to address identified needs; and, identify proposed accomplishments the City plans to achieve over the five years.

The Annual Action Plan contains the applications for CDBG, HOME and ESG grant funds and the following sections: expected resources, annual goals and objectives, projects, geographic distribution, affordable housing, public housing, homeless and other special needs activities, barriers to affordable housing, other actions and program specific requirements.

Citizen Participation Process

In October 1994, the City adopted a Citizen Participation Plan (CPP). The CPP encourages citizens to participate in the development of the Plan.

The notice of the first public hearing was advertised in the Star Newspaper. The Public Hearing Notice was also posted on the City's website, disseminated in the Neighborhood Services weekly packet, and mailed to various community organizations and agencies. In addition, public hearing notices were mailed to public housing tenants of the Oxnard Housing Authority. The purpose of this first hearing is to obtain citizen comments on unmet related to homelessness, housing and community development needs. A second public hearing will be held in the spring to provide another opportunity for the Council and members and the public to provide input into the needs assessment process, and to the proposed activities to be carried out under the ConPlan.

The City is required to consult with other public and private agencies that provide assisted housing, health services, and social services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless families) during the preparation of the ConPlan and the Annual Action Plan.

The general intent of the consolidated planning process is a collaborative effort whereby the community establishes a unified and comprehensive vision for homelessness, housing and community development. The comprehensive vision of the Plan should include affordable housing, adequate infrastructure, measures to overcome impediments to fair housing, and economic growth coordinated with human development.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life and Infrastructure and Natural Resources strategies.

Quality of Life:

The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

Objective 1e. Develop a rental inspection program.

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

Objective 3e. Create a pilot revitalization project for Southwinds Neighborhood.

Infrastructure and Natural Resources strategy:

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Extremely Low & Low-Income Needs Assessment for Annual Action Plan & FY 2018-23
ConPlan (10/15/20)
January 30, 2018
Page 5

There is no financial impact in conducting the public hearing.

ATTACHMENTS:

Attachment A: Citizen Participation Plan

Attachment B: Certificate of Publication VIDA for January 23 2018 Public Hearing

Attachment C: Certificate of Publication Star Newspaper Jan 23 2018 Public Hearing

CITY OF OXNARD CITIZEN PARTICIPATION PLAN CONSOLIDATED PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year Consolidated Plan and Annual Action Plan component. The Consolidated Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a Consolidated Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the Consolidated Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the Consolidated Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the Consolidated Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income
 - Plans to minimize displacement of persons and to assist any persons displaced.
- A summary of the proposed Consolidated Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.

- The Consolidated Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The Consolidated Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted Consolidated Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan and the City's use of assistance under the programs covered by the plan during the preceding multi-year or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed Consolidated Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the Consolidated Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the Consolidated Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.
- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final Consolidated Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- The City shall amend the Consolidated Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or
 - A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.

AVISO DE AUDIENCIA PÚBLICA
NECESIDADES INSATISFECHAS DE
PERSONAS DE BAJOS INGRESOS
RELACIONADAS A LA VIVIENDA ASEQUIBLE
STATE OF CALIFORNIA
COUNTY OF VENTURA

Luis Ayala
I hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

14th day of December 2017

Lu D. Cade
(Signature)

Packet Pg. 102

Aviso de Audiencia Pública
Necesidades insatisfechas de personas de bajos ingresos relacionadas a la vivienda asequible, instalaciones públicas y mejoramiento, y desarrollo económico

23 de enero, 2018 a las 6:00 p.m. y posteriormente

Con el presente se le avisa que el consejo de la Ciudad de Oxnard conducirá una audición pública el martes, 23 de enero a las 6:00 p.m. o, posteriormente, tan pronto como el asunto se pueda escuchar en la sala del Consejo, en 305 West Third Oxnard, California.

[illegible]

Los comentarios sobre estos y otras cuestiones relacionadas se usaron en la preparación del Plan de Acción Anual de la Comandante Fátima Fariñas 2018-2019, como es expuesto por el Departamento (Ministerio) correspondiente del Viviente y Desarrollo (HUD). Este Plan de Acción Anual es el primer plan anual componente del Plan Comprehensivo para el Año Fiscal 2018-2019 (CEPE) y forma parte de un Plan de Acción Anual antes de la liberación de la subvención en bloque de desastres, de la Ley 10.000 (RDG) y Ley de asociación de inversión en vivienda (HOME), y la subvención de voluntarios de emergencias (HESG), los financia proyectos locales a partir del 1.º de julio, 2018. El período de comentarios públicos comenzó el 22 de diciembre y concluye el 26 de enero de 2019.

La entidad solicitó y recibió \$2,183,350 en fondos de CDTU, \$532,051 de HOME y \$198,164 en fondos de HESG para el año 2017-2018.

Los fondos de CDBG pueden ser utilizados para instalaciones públicas y privadas, la vivienda, los programas de desarrollo comunitario, los servicios públicos (limitado al 15% de la cantidad del subsidio), planificación y administración general (limitado a 20% de la asignación de subsidios).

Los fondos de HOME pueden utilizarse para suministrar la oferta de vivienda accesible para las personas de bajos recursos, o para ayudar a las familias de bajos ingresos para adquirir una vivienda. Los proyectos elegibles incluyen administración (limitada), la cantidad del subsidio, adquisición, construcción nueva, comprados de vivienda por primera vez, la rehabilitación, renovación, y ayuda para el alquiler basada en alquileres.

Los fondos de HESG pueden ser utilizados para ayuda comunitaria, refugio de emergencia, prevención de indigencia, asistencia de reasentamiento y Dirección del Sistema de información de Indígenas (SIMI) y costos administrativos (limitado a un 7.5% de la cantidad del subsidio).

Por favor tenga en cuenta que los talleres obligatorios previos a la solicitud relacionados con la descripción general y las regulaciones de HUD y el proceso de solicitud de subvenciones para Oxnard para todos los posibles solicitantes, se publican en el sitio web de la ciudad.

Se planea asistir a esta audiencia el personal de la Secretaría Municipal al (805) 385-7605. El personal de la audiencia para confirmar que la audiencia no ha cambiado de fecha. Las personas con discapacidad que requieran asistencia especial para participar en la audiencia o quien necesite servicios de intérprete, deben comunicarse con la Oficina de Secretarías al (805) 385-7605 72 horas antes de la junta.

Para obtener más información, comuníquese con el Gerente de Subvenciones de Roel Bramen, al (805) 385-7959. Los escritos deben entregarse a:

City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030

Published VCVN Date: 12/14/17

In Matter of Publication of:

OXNARD, CA 93030

State of California)
County of Ventura)

I hereby certify that the Ventura County Star Newspaper has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

December 17, 2017

I certify under penalty of perjury, that the foregoing is true and correct.

Dated this December 18, 2017; in Camarillo, California, County of Ventura.

Dick L. L. L.
Legal Clerk

CITY OF OXNARD
Notice of Public Hearing
Unmet Needs of Low-income Persons Related to Affordable
Housing, Homelessness, Public Facilities and Improvements,
and Public Services
January 23, 2018 at 6:00 p.m. and or soon thereafter

Notice is hereby given that the Oxnard City Council will conduct a public hearing on **Tuesday, January 23, 2018, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, in the **Council Chambers, 305 West Third Street, Oxnard, California.**

Notice is hereby further given that the purpose of the public hearing is to receive input on the housing, homelessness, public facilities and improvements, and/or public services unmet needs of extremely low- to low-income persons residing in the City of Oxnard, which are not currently being addressed by the City or local agencies and organizations. Presentations may be made by local agencies, organizations and individuals on proposed or current projects to satisfy those needs. Topics which may be addressed include: affordable housing; homelessness; transitional and permanent housing for homeless persons/ households or those who are at risk of becoming homeless; public facilities; infrastructure improvements; public services; disabled accessibility; and/or other community development needs.

Comments about these and other related issues will be used in the preparation of the City's Fiscal Year 2018-2019 Annual Action Plan, as required by the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan is the first annual plan component of the Consolidated Plan for FYs 2018-2023. HUD requires the submission of an Annual Action Plan prior to the release of Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), and Emergency Solutions Grant (HESG) grant monies to fund local projects starting on July 1, 2018. **The public comment period begins December 23, 2017, and concludes on January 23, 2018.**

The City received \$2,183,330 in CDBG, \$532,053 in HOME and \$198,164 in HESG funds for the FY 2017-2018:

CDBG funds may be utilized for public facilities and improvements, housing, economic development programs, public services (limited to 15% of the grant amount), planning and general administration (limited to 20% of the grant allocation). HOME funds may be utilized to increase the supply of affordable housing for low-income persons, or to assist low-income families to purchase housing. Eligible projects include administration (limited to 10% of the grant amount), acquisition, new construction, first-time homebuyer assistance, rehabilitation of housing units, and tenant-based rental assistance. HESG funds may be utilized for street outreach, emergency shelter, homelessness prevention, rapid rehousing assistance, homeless management information system (HMIS) and administrative costs (limited to 7.5% of the grant amount).

Please note that **mandatory pre-application workshops** related to the overview of HUD regulations and Oxnard's entitlement grants application process for all potential applicants detailed information will be posted in the City's website.

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information, contact Roel Briones Grants Manager, at (805) 385-7959. Written comments may be addressed to the following:

City of Oxnard Housing Department
Grants Management Division
435 South "D" Street, Oxnard, CA 93030

Publish December 17, 2017 Ad No. 1856219



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing

AGENDA ITEM NO.: 3

DATE: January 30, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in cursive script, appearing to read "S. Whitney".

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Rio Manor Mutual Water Company Well Permit Request

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, 385-8055

RECOMMENDATION:

Open the Public Hearing and Continue the Public Hearing to February 6, 2018.

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: January 30, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Recommendation for Surplus Funds of Eighteen (18) Dissolved Landscape Maintenance Districts (5/15/10)

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

RECOMMENDATION:

That the City Council approves either recommendation 1 or 2:

1. Authorize the transfer of the surplus funds from the eighteen (18) dissolved Landscape Maintenance Districts, totaling \$1,137,781.32 to the general fund per Streets and Highways Code section 22610; or
2. Adopt a resolution authorizing the reimbursement of surplus funds from the eighteen (18) dissolved Landscape Maintenance Districts that did not receive a general fund subsidy, totaling \$1,131,152.39 from the General Fund to the parcels within those respective districts.

BACKGROUND

On May 20, 2015, the City contracted with NBS Government Finance Group, a firm specializing in the administration of California special financing districts to conduct an in-depth review and analysis of the City's Landscape Maintenance Districts ("Districts"). The NBS review found that improvements within eighteen (18) of the Districts were located entirely along major traffic corridors (note, three (3) of the Districts are currently self-maintained). The ongoing maintenance activities within the eighteen (18) Districts would also provide a high level of benefit to some properties within proximity to the Districts, as well as visitors and individuals passing by the District.

Recommendation for Surplus Funds of Eighteen (18) Dissolved LMDs (5/15/10)

January 30, 2018

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On March 7, 2017 by Resolution No. 14,998, the City Council voted to remove the improvements along these major traffic corridors from the responsibility of the Districts and return them to the responsibility of the City, effective July 1, 2017.

On June 6, 2017, the City Council adopted Resolution No. 15,022 declaring its intention to dissolve the eighteen (18) Districts, and set the public hearing for June 20, 2017. On June 20, 2017, the City Council adopted Resolution No. 15,023 ordering the dissolution of the eighteen (18) Districts.

Following the City Council's action at the public hearing on June 20, 2017, the City ceased to levy and collect assessments in those Districts. As a result, some of the districts were left with surplus fund balances. Per Streets and Highways Code section 22610, if the legislative body orders the dissolution of an assessment district, any moneys in the improvement fund for the district shall be transferred to the general fund of the local agency.

City staff committed to returning to City Council within six (6) months of the end of Fiscal Year 2017/18 with an analysis to determine the disbursement of the remaining funds, if any, within the eighteen (18) Districts. There are fourteen (14) districts with a surplus fund balance totaling \$1,137,781.32. However, six (6) districts received a general fund subsidy exceeding the final fund balance. As a result, there are 8 (eight) districts and 761 parcels with a surplus fund balance totaling \$1,131,152.39.

According to the statute, the funds are to be transferred to the general fund. However, these funds were collected from the residents within the assessment districts and not utilized for the purposes intended. Therefore, a policy decision can be made to return these funds to the residents. The attached resolution makes public purpose findings and authorizes reimbursement for these eight districts.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

There is no impact to the City's General Fund. Under option #1, the surplus fund balances will be transferred to the City's General Fund. Under option #2, the reimbursement of the funds for

Recommendation for Surplus Funds of Eighteen (18) Dissolved LMDs (5/15/10)

January 30, 2018

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eight districts will be disbursed by individual district parcel numbers as detailed in Attachment A and Exhibit B of the Resolution.

ATTACHMENTS:

Attachment A: Dissolved Landscape Maintenance Districts

Attachment B: Resolution Ordering Reimbursement of Funds

ATTACHMENT A
CITY OF OXNARD
DISSOLVED LANDSCAPE MAINTENANCE DISTRICTS
Fund Balances as of 6/30/2017

District	Fund	Name	Fund Balance	Prior Years General Fund Subsidy ¹	Final Surplus Fund Balance	Parcels	Per Parcel
1	122	Summerfield	\$0.00		\$0.00	N/A	\$0.00
2	123	C.I.B.C. Told	305.04	Yes	0.00	N/A	0.00
7/8	127	Northfield and Sea Gate	0.00		0.00	N/A	0.00
17	136	San Miguel	0.00		0.00	N/A	0.00
18	138	St. John's Hosp.	5,631.07	Yes	0.00	N/A	0.00
19	139	Shopping at Rose	402.84	Yes	0.00	N/A	0.00
20	137	Volvo & Harbor	9,747.55		9,747.55	3	3,249.18
21	141	Cypress Point	55.74	Yes	0.00	N/A	0.00
22	142	McDonalds Median	0.00		0.00	N/A	0.00
26	146	Albertsons	62.95	Yes	0.00	N/A	0.00
29	149	Mercy Charities	171.29	Yes	0.00	N/A	0.00
35	155	MVS Commer. Centr	190,450.84		190,450.84	6	Exhibit 1
44	170-8001	American Pacific Homes	149,113.00		149,113.00	141	1,057.54
45	170-8002	Channel Pointe	54,857.00		54,857.00	5	Exhibit 2
48	170-8005	Victoria Estates	579,041.00		579,041.00	447	Exhibit 3
56	170-8014	Cottages at Patterson	10,276.00		10,276.00	52	197.62
57	170-8015	Golden State Self Storage	49,157.00		49,157.00	2	Exhibit 4
59	170-8017	Orbela	88,510.00		88,510.00	105	842.95
TOTAL			\$1,137,781.32		\$1,131,152.39	761	

Total number of Districts with a surplus fund balance (not receiving a General Fund subsidy): 8

Total parcels within the 8 Districts: 761

¹ Received a general fund subsidy in FY14 and FY15 to bring negative fund balances to \$0. This credit was in excess of the FY16 fund balance. Any remaining funds to be transferred back to General Fund for reimbursement.

EXHIBIT 1
LANDSCAPE MAINTENANCE DISTRICT NO. 35
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
185-0-190-010	450 S VICTORIA AVE	1.12	\$892.98	8.80%	\$16,769.19
185-0-190-020	490 S VICTORIA AVE REO	0.88	701.62	6.92%	13,175.66
185-0-190-030		0.92	733.52	7.23%	13,774.71
185-0-190-040	3551 W FIFTH ST	5.64	4,496.82	44.34%	84,445.39
185-0-190-050	3541 W FIFTH ST	3.51	2,798.56	27.59%	52,553.91
185-0-190-060	490 S VICTORIA AVE REO	0.65	518.24	5.11%	9,731.98
TOTAL		6	12.72	\$10,141.74	100.00%
					\$190,450.84

EXHIBIT 2
LANDSCAPE MAINTENANCE DISTRICT NO. 45
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Fiscal Year			Fund Balance
Number	Property Address	Benefit Units	2016/17 Levy	%	as of 6/30/17
220-0-093-015	2850 S ROSE AVE	0.79	\$878.86	23.80%	\$13,053.38
220-0-093-025	2850 S ROSE AVE	0.14	155.74	4.22%	2,313.15
220-0-093-035	2800 S ROSE AVE	1.08	1,201.48	32.53%	17,845.14
220-0-093-045	1811 E CHANNEL ISLANDS	0.43	478.36	12.95%	7,104.90
220-0-093-065	1811 E CHANNEL ISLANDS	0.88	978.98	26.51%	14,540.43
TOTAL		5	3.32	\$3,693.42	100.00%
					\$54,857.00

EXHIBIT 3
LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-221-025	3790 AVONDALE LN	A	1	\$108.58	0.22%	\$1,260.17
179-0-221-035	3780 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-045	3770 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-055	3750 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-065	3740 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-075	3730 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-085	3720 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-095	3710 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-105	3700 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-115	3660 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-125	3650 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-135	3640 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-145	3630 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-155	3620 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-165	3610 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-175	3600 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-015	3621 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-025	3631 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-035	3641 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-045	3651 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-055	3661 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-065	3701 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-075	3711 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-085	3721 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-095	3731 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-105	3732 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-115	3722 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-125	3712 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-135	3702 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-145	3682 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-155	3672 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-165	3662 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-175	3652 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-025	3603 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-035	3613 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-045	3623 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-055	3633 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-065	3643 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-075	3653 BELMONT LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-223-085	3663 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-095	2002 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-105	2004 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-115	2006 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-125	2008 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-135	2010 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-145	3672 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-223-155	3670 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-165	3660 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-175	3650 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-185	3640 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-223-195	1971 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-205	1961 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-215	1951 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-225	1941 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-235	1931 PAVEN DR	A	1	108.58	0.22%	1,260.17
179-0-223-245	3621 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-223-255	3611 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-223-265	3601 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-224-015	2001 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-025	2003 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-035	2005 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-224-045	2007 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-055	2009 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-225-015	3600 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-225-025		A	1	108.58	0.22%	1,260.17
179-0-225-035	3620 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-230-015	2011 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-230-025	2013 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-230-035	3689 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-045	3681 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-055	3679 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-065	3671 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-075	3669 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-085	3659 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-095	3649 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-105	3641 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-115	3639 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-125	3629 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-230-135	3619 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-230-145	3618 DRY CREEK LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-230-155	3628 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-165	3638 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-175	3648 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-185	3650 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-195	3658 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-205	3668 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-215	3678 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-225	3680 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-235	3688 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-245	3698 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-255	2021 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-265	2023 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-275	2025 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-285	3697 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-295	3687 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-305	3677 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-315	3667 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-325	3657 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-335	3647 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-345	3637 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-355	3627 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-365	3617 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-025		B	3.58	1,465.18	2.94%	17,004.76
179-0-240-035	3302 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-045	3312 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-055	3322 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-065	3332 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-075	3342 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-085	3352 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-095	3362 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-105	3372 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-115	3382 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-125	3402 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-135	3412 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-145	3422 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-155	3432 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-165	3442 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-175	3452 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-185	3502 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-195	3512 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-205	3522 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-240-215	3532 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-225	3542 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-235	1950 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-245	1960 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-255	1970 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-265	1980 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-275	1990 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-285	1989 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-295	1979 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-305	1969 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-315	1959 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-325	1949 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-335	1948 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-345	1958 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-355	1968 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-365	1978 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-375	1988 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-385	1987 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-395	1977 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-405	1967 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-415	1957 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-425	1947 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-435	3395 CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-445	3385 CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-455	3375 CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-465	3365 CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-475	1984 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-485	1974 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-495	1964 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-505	1954 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-515	1944 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-525	1943 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-535	1953 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-545	1963 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-555	1973 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-565	1983 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-575	3551 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-585	3541 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-595	3531 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-605	3521 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-615		A	1	108.58	0.22%	1,260.17

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FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-240-625	3501 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-635	3441 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-645	3431 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-655	3421 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-665	3411 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-675	3401 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-685	3400 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-695	3410 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-705	3420 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-715	3430 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-725	3440 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-735	3500 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-745	3510 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-755	3520 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-765	3530 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-775	3540 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-785	3550 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-251-015	2000 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-025	2010 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-035	2020 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-045	2030 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-055	2040 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-065	2050 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-075	2060 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-085	2070 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-095	2079 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-105	2069 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-115	2059 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-125	2049 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-135	2039 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-145	2029 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-155	2019 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-165	2009 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-015	2008 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-025	2018 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-035	2028 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-045	2038 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-055	2048 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-065	2058 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-075	2068 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-085	2078 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17

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FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-252-095	2088 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-105	2087 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-115	2077 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-125	2067 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-135	2057 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-145	2047 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-155	2037 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-165		A	1	108.58	0.22%	1,260.17
179-0-252-175	2017 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-185	2007 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-015	2006 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-025	2016 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-035	2026 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-045	2036 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-055	2046 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-065	2056 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-075	2066 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-085	2076 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-095	2086 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-105	2096 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-115	2085 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-125	2075 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-135	2065 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-145	2055 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-155	2045 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-165	2035 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-175	2025 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-185	2015 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-195	2005 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-015	2004 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-025	2014 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-035	2024 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-045	2034 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-055	2044 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-065	2054 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-075	2064 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-085	2053 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17
179-0-254-095	2043 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17
179-0-254-105	2033 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17
179-0-254-115	2023 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17
179-0-254-125	2013 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17

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FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-254-135	2003 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-255-015	3305 Dove Canyon Dr	A	1	108.58	0.22%	1,260.17
179-0-255-025	3315 Dove Canyon Dr	A	1	108.58	0.22%	1,260.17
179-0-255-035	3325 Dove Canyon Dr	A	1	108.58	0.22%	1,260.17
179-0-255-045	3335 Dove Canyon Dr	A	1	108.58	0.22%	1,260.17
179-0-256-015	3535 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-025	3525 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-035	3515 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-045	3505 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-055	3445 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-065	3435 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-075	3425 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-085	3415 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-095	3405 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-105	3335 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-115	3325 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-125	3315 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-135	3305 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-260-015	3100 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-025	3110 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-035	3120 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-045	3130 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-055	3140 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-065	3200 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-075	3210 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-085	3220 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-095	3230 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-105	3231 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-115	3221 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-125	3211 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-135	3151 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-145	3141 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-155	3131 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-165	3121 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-175	3111 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-185	3102 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-195	3112 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-205	3122 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-215	3132 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-225	3202 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-235	3212 Brookwood Ln	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-260-245	3222 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-255	3232 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-265	1942 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-260-275	1952 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-260-285	1962 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-260-295	1961 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-305	1951 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-315	1941 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-325	1960 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-335	1950 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-345	3113 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-355	3103 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-270-015	1972 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-025	2002 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-035	2012 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-045	2022 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-055	2032 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-065	2042 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-075	3224 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-085	3214 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-095	3204 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-105	2011 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-115	2001 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-125	1971 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-135	1970 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-145	2000 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-155	2010 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-165	2020 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-175	3124 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-185	3114 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-195	3104 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-205	3265 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-215	3255 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-225	3245 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-235	3235 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-245	3225 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-255	3215 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-265	3205 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-275	3145 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-285	3135 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-295	3125 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-270-305	3115 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-281-015	3316 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-025	3326 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-035	3336 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-045	3406 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-055	3416 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-065	3426 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-075	3436 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-085	3446 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-095	3506 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-105	3516 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-115	3526 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-125	3536 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-015		A	1	108.58	0.22%	1,260.17
179-0-282-025	3517 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-035	3507 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-045	3447 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-055	3437 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-065	3427 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-075	3417 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-085	3407 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-095	3337 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-105	3327 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-115	3317 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-125	3408 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-135	3418 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-145	3428 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-155	3438 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-165	3448 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-175	3508 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-185	3518 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-195	3528 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-205		A	1	108.58	0.22%	1,260.17
179-0-282-215	3548 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-015	3549 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-025	3539 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-035	3529 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-045	3519 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-055	3509 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-065	3439 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-075	3429 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-283-085	3419 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-095	3409 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-105	3401 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-115	3395 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-125	3385 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-135	3375 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-145	3365 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-155	3355 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-165	3345 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-015	3105 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-025	3025 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-035	3015 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-045	3005 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-055	2935 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-065	2925 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-075	2915 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-085	2905 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-095	2904 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-105	2914 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-115	2924 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-125	2934 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-135	3004 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-145	3014 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-155	3024 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-165	3034 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-301-015	2027 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-025	2029 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-035	2031 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-045	2101 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-055	2111 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-065	2113 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-075	2115 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-085	2117 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-095	2119 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-105	2121 SHADOW CREEK CIR	A	1	108.58	0.22%	1,260.17
179-0-301-115	2123 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-125	2125 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-135	3671 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-145	3661 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-155	3651 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-165	3641 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-301-175	3631 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-301-185	3621 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-195	3611 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-301-205	3601 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-015	3652 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-025	3642 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-035	3632 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-302-045	3622 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-055		A	1	108.58	0.22%	1,260.17
179-0-302-065	3602 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-075	3613 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-085	3623 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-095	3633 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-105	3643 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-115	3653 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-125	3663 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-135	3673 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-015	3664 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-025	3654 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-035	3644 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-045	3634 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-055	3624 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-065	3614 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-075	3604 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-085	3615 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-095	3625 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-105	3635 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-115	3645 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-125	3655 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-135	3665 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-145	3675 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-015		A	1	108.58	0.22%	1,260.17
179-0-304-025	3666 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-035	3656 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-045	3646 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-055	3636 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-065	3626 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-075	3616 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-085	3606 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
TOTAL		447	449.58	\$49,891.86		\$579,041.00

EXHIBIT 4
LANDSCAPE MAINTENANCE DISTRICT NO. 57
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
144-0-150-075	2200 AUTO CENTER DR	1	\$1,858.40	35.73%	\$17,562.01
144-0-150-085	2100 AUTO CENTER DR	1	3,343.36	64.27%	\$31,594.99
TOTAL		2	\$5,201.76	100.00%	\$49,157.00

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ORDERING THE REIMBURSEMENT OF THE SURPLUS FUNDS OF EIGHT (8)
OF THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has by previous Resolutions formed landscape maintenance districts pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (the "Act"); and

WHEREAS, on March 7, 2017 by Resolution No. 14,998, the City Council approved the removal of all improvements from eighteen (18) landscape maintenance districts (collectively referred to as the "Districts"), the listing which is included in this Resolution as Exhibit A; and

WHEREAS, on June 6, 2017 by Resolution No. 15,022, the City Council declared its intent to dissolve the Districts and cease the levy and collection of assessments against parcels of land within the Districts; and

WHEREAS, effective July 1, 2017, the City has transferred the maintenance responsibility of the improvements to the City to provide for the maintenance and servicing of the improvements which have previously been maintained via the Districts; and

WHEREAS, while these funds are usually transferred to the general fund pursuant to statute, excess funds were collected from the residents within eight assessment districts that did not have an offsetting general fund subsidy and were not utilized for the purposes intended; and

WHEREAS the City Council finds that a public purpose is served by returning these unused contributed funds to the residents of these eight districts from which they were collected as detailed in Exhibit B.

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

1. **Recitals:** The recitals set forth above are true and correct, and incorporates these recitals herein by reference.
2. **Remaining Funds:** The City has performed an analysis and the total surplus fund balance of the districts that did not receive a general fund subsidy is \$1,131,152.39, as detailed in Exhibit B showing the surplus amount by District. The City shall disburse the eight (8) District's respective remaining surplus funds to the property owners based on the most recent Ventura County Secured Roll data, and in proportion to the most recent amount levied for each respective District as detailed in Exhibit B.

PASSED AND ADOPTED THIS 30th day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A
LANDSCAPE MAINTENANCE DISTRICT LIST – DISSOLUTION

Note: The following is the list of Districts proposed to be dissolved, and is not inclusive of all City landscape maintenance districts.

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 1 (Summerfield)	April 16, 1985	8809
Landscape Maintenance District No. 2 (Channel Islands Business Park)	August 6, 1985	8868
Landscape Maintenance District Nos. 7 and 8 (Northfield and Sea Gate Business Park)	March 27, 1987	9196 and 9197
Landscape Maintenance District No. 17 (Village of San Miguel)	July 21, 1992	10421
Landscape Maintenance District No. 18 (St. John's Regional Medical Center)	June 21, 1994	10753
Landscape Maintenance District No. 19 (Shopping at the Rose)	June 21, 1994	10754
Landscape Maintenance District No. 20 (Wallenius Vehicle Preparation Center)(Volvo Median)	June 21, 1994	10755
Landscape Maintenance District No. 21 (Cypress Pointe)	June 21, 1994	10756
Landscape Maintenance District No. 22 (McDonald's Median)	June 18, 1996	11070
Landscape Maintenance District No. 26 (Albertsons)	June 18, 1996	11074
Landscape Maintenance District No. 29 (Mercy Charities Housing Project)	July 1, 1997	11264
Landscape Maintenance District No. 35 (Airport Marina Center)	March 14, 2000	11706
Landscape Maintenance District No. 44 (American Pacific Homes – Channel Pointe)	January 28, 2003	12307
Landscape Maintenance District No. 45 (Channel Pointe)	January 28, 2003	12308
Landscape Maintenance District No. 48 (Victoria Estates)	June 3, 2003	12393
Landscape Maintenance District No. 56 (The Cottages)	May 9, 2006	13039
Landscape Maintenance District No. 57 (Golden State Self Storage)	July 11, 2006	13138
Landscape Maintenance District No. 57 (Golden State Self Storage) - APN 144-0-150-075 Annexation	September 12, 2006	13158
Landscape Maintenance District No. 59 (Orbela)	June 26, 2007	13327

(1) Source: City of Oxnard Resolution Initiating Proceedings for Fiscal Year 2017-18.

Exhibit B

District	Fund	Name	Fund Balance	Parcels	Per Parcel
20	137	Volvo & Harbor	9,747.55	3	3,249.18
35	155	MVS Commer. Centr	190,450.84	6	Exhibit B-1
44	170-8001	American Pacific Homes	149,113.00	141	1,057.54
45	170-8002	Channel Pointe	54,857.00	5	Exhibit B-2
48	170-8005	Victoria Estates	579,041.00	447	Exhibit B-3
56	170-8014	Cottages at Patterson	10,276.00	52	197.62
57	170-8015	Golden State Self Storage	49,157.00	2	Exhibit B-4
59	170-8017	Orbela	88,510.00	105	842.95
		TOTAL	1,131,152.39	761	
TOTAL NUMBER OF DISTRICTS WITH A SURPLUS FUND BALANCE: 8					
TOTAL PARCELS WITH A SURPLUS FUND BALANCE: 761					

EXHIBIT B-1
LANDSCAPE MAINTENANCE DISTRICT NO. 35
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Units	Fiscal Year	Fund		
Number	Property Address		2016/17 Levy	%	Balance as of 6/30/17	
185-0-190-010	450 S VICTORIA AVE 490 S VICTORIA AVE	1.12	\$892.98	8.80%	16,769.19	
185-0-190-020	REO	0.88	701.62	6.92%	13,175.66	
185-0-190-030		0.92	733.52	7.23%	13,774.71	
185-0-190-040	3551 W FIFTH ST	5.64	4,496.82	44.34%	84,445.39	
185-0-190-050	3541 W FIFTH ST 490 S VICTORIA AVE	3.51	2,798.56	27.59%	52,553.91	
185-0-190-060	REO	0.65	518.24	5.11%	9,731.98	
TOTAL		6	12.72	\$10,141.74	100.00%	190,450.84

EXHIBIT B-2
LANDSCAPE MAINTENANCE DISTRICT NO. 45
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
220-0-093-015	2850 S ROSE AVE	0.79	\$878.86	23.80%	13,053.38
220-0-093-025	2850 S ROSE AVE	0.14	155.74	4.22%	2,313.15
220-0-093-035	2800 S ROSE AVE	1.08	1,201.48	32.53%	17,845.14
220-0-093-045	1811 E CHANNEL ISLANDS BLVD	0.43	478.36	12.95%	7,104.90
220-0-093-065	1811 E CHANNEL ISLANDS BLVD	0.88	978.98	26.51%	14,540.43
TOTAL		5	\$3,693.42	100.00%	54,857.00

EXHIBIT B-3
LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefi t Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-221-025	3790 AVONDALE LN	A	1	\$108.58	0.22%	1,260.17
179-0-221-035	3780 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-045	3770 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-055	3750 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-065	3740 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-075	3730 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-085	3720 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-095	3710 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-105	3700 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-115	3660 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-125	3650 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-135	3640 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-145	3630 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-155	3620 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-165	3610 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-175	3600 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-015	3621 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-025	3631 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-035	3641 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-045	3651 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-055	3661 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-065	3701 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-075	3711 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-085	3721 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-095	3731 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-105	3732 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-115	3722 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-125	3712 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-135	3702 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-145	3682 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-155	3672 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-165	3662 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-175	3652 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-025	3603 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-035	3613 BELMONT LN	A	1	108.58	0.22%	1,260.17

179-0-223-045	3623 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-055	3633 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-065	3643 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-075	3653 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-085	3663 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-095	2002 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-105	2004 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-115	2006 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-125	2008 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-135	2010 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-145	3672 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-223-155	3670 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-165	3660 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-175	3650 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-185	3640 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-223-195	1971 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-205	1961 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-215	1951 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-225	1941 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-235	1931 PAVEN DR	A	1	108.58	0.22%	1,260.17
179-0-223-245	3621 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-223-255	3611 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-223-265	3601 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-224-015	2001 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-025	2003 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-035	2005 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-224-045	2007 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-055	2009 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-225-015	3600 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-225-025		A	1	108.58	0.22%	1,260.17
179-0-225-035	3620 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-230-015	2011 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-230-025	2013 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-230-035	3689 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-045	3681 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-055	3679 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-065	3671 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-075	3669 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-085	3659 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-095	3649 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-105	3641 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-115	3639 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-125	3629 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17

179-0-230-135	3619 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-230-145	3618 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-155	3628 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-165	3638 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-175	3648 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-185	3650 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-195	3658 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-205	3668 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-215	3678 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-225	3680 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-235	3688 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-245	3698 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-255	2021 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-265	2023 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-275	2025 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-285	3697 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-295	3687 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-305	3677 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-315	3667 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-325	3657 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-335	3647 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-345	3637 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-355	3627 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-365	3617 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-025		B	3.58	1,465.18	2.94%	17,004.76
179-0-240-035	3302 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-045	3312 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-055	3322 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-065	3332 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-075	3342 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-085	3352 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-095	3362 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-105	3372 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-115	3382 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-125	3402 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-135	3412 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-145	3422 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-155	3432 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-165	3442 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-175	3452 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17

179-0-240-185	3502	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-195	3512	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-205	3522	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-215	3532	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-225	3542	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-235	1950	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-245	1960	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-255	1970	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-265	1980	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-275	1990	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-285	1989	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-295	1979	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-305	1969	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-315	1959	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-325	1949	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-335	1948	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-345	1958	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-355	1968	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-365	1978	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-375	1988	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-385	1987	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-395	1977	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-405	1967	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-415	1957	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-425	1947	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-435	3395	CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-445	3385	CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-455	3375	CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-465	3365	CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-475	1984	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-485	1974	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-495	1964	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-505	1954	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-515	1944	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-525	1943	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-535	1953	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-545	1963	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-555	1973	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-565	1983	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-575	3551	AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-585	3541	AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-595	3531	AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-605	3521	AVIARA LN	A	1	108.58	0.22%	1,260.17

179-0-240-615		A	1	108.58	0.22%	1,260.17
179-0-240-625	3501 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-635	3441 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-645	3431 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-655	3421 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-665	3411 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-675	3401 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-685	3400 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-695	3410 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-705	3420 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-715	3430 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-725	3440 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-735	3500 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-745	3510 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-755	3520 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-765	3530 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-775	3540 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-785	3550 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-251-015	2000 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-025	2010 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-035	2020 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-045	2030 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-055	2040 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-065	2050 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-075	2060 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-085	2070 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-095	2079 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-105	2069 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-115	2059 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-125	2049 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-135	2039 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-145	2029 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-155	2019 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-165	2009 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-015	2008 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-025	2018 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-035	2028 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-045	2038 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-055	2048 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-065	2058 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-075	2068 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-085	2078 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-095	2088 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17

179-0-252-105	2087	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-115	2077	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-125	2067	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-135	2057	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-145	2047	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-155	2037	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-165			A	1	108.58	0.22%	1,260.17
179-0-252-175	2017	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-185	2007	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-015	2006	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-025	2016	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-035	2026	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-045	2036	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-055	2046	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-065	2056	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-075	2066	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-085	2076	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-095	2086	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-105	2096	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-115	2085	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-125	2075	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-135	2065	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-145	2055	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-155	2045	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-165	2035	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-175	2025	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-185	2015	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-195	2005	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-015	2004	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-025	2014	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-035	2024	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-045	2034	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-055	2044	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-065	2054	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-075	2064	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-085	2053	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-095	2043	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-105	2033	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-115	2023	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-125	2013	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-135	2003	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-255-015	3305	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-255-025	3315	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17

179-0-255-035	3325	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-255-045	3335	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-256-015	3535	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-025	3525	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-035	3515	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-045	3505	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-055	3445	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-065	3435	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-075	3425	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-085	3415	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-095	3405	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-105	3335	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-115	3325	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-125	3315	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-135	3305	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-260-015	3100	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-025	3110	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-035	3120	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-045	3130	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-055	3140	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-065	3200	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-075	3210	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-085	3220	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-095	3230	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-105	3231	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-115	3221	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-125	3211	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-135	3151	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-145	3141	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-155	3131	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-165	3121	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-175	3111	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-185	3102	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-195	3112	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-205	3122	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-215	3132	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-225	3202	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-235	3212	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-245	3222	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-255	3232	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-265	1942	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-260-275	1952	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-260-285	1962	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17

179-0-260-295	1961	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-305	1951	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-315	1941	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-325	1960	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-335	1950	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-345	3113	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-355	3103	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-270-015	1972	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-025	2002	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-035	2012	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-045	2022	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-055	2032	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-065	2042	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-075	3224	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-085	3214	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-095	3204	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-105	2011	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-115	2001	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-125	1971	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-135	1970	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-145	2000	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-155	2010	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-165	2020	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-175	3124	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-185	3114	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-195	3104	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-205	3265	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-215	3255	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-225	3245	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-235	3235	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-245	3225	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-255	3215	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-265	3205	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-275	3145	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-285	3135	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-295	3125	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-305	3115	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-281-015	3316	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-025	3326	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-035	3336	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-045	3406	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-055	3416	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-065	3426	FAIRMONT LN	A	1	108.58	0.22%	1,260.17

179-0-281-075	3436 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-085	3446 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-095	3506 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-105	3516 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-115	3526 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-125	3536 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-015		A	1	108.58	0.22%	1,260.17
179-0-282-025	3517 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-035	3507 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-045	3447 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-055	3437 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-065	3427 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-075	3417 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-085	3407 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-095	3337 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-105	3327 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-115	3317 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-125	3408 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-135	3418 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-145	3428 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-155	3438 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-165	3448 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-175	3508 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-185	3518 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-195	3528 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-205		A	1	108.58	0.22%	1,260.17
179-0-282-215	3548 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-015	3549 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-025	3539 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-035	3529 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-045	3519 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-055	3509 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-065	3439 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-075	3429 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-085	3419 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-095	3409 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-105	3401 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-115	3395 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-125	3385 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-135	3375 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-145	3365 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-155	3355 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-165	3345 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17

179-0-290-015	3105 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-025	3025 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-035	3015 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-045	3005 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-055	2935 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-065	2925 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-075	2915 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-085	2905 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-095	2904 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-105	2914 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-115	2924 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-125	2934 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-135	3004 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-145	3014 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-155	3024 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-165	3034 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
	2027 SHADOW CREEK					
179-0-301-015	DR	A	1	108.58	0.22%	1,260.17
	2029 SHADOW CREEK					
179-0-301-025	DR	A	1	108.58	0.22%	1,260.17
	2031 SHADOW CREEK					
179-0-301-035	DR	A	1	108.58	0.22%	1,260.17
	2101 SHADOW CREEK					
179-0-301-045	DR	A	1	108.58	0.22%	1,260.17
	2111 SHADOW CREEK					
179-0-301-055	DR	A	1	108.58	0.22%	1,260.17
	2113 SHADOW CREEK					
179-0-301-065	DR	A	1	108.58	0.22%	1,260.17
	2115 SHADOW CREEK					
179-0-301-075	DR	A	1	108.58	0.22%	1,260.17
	2117 SHADOW CREEK					
179-0-301-085	DR	A	1	108.58	0.22%	1,260.17
	2119 SHADOW CREEK					
179-0-301-095	DR	A	1	108.58	0.22%	1,260.17
	2121 SHADOW CREEK					
179-0-301-105	CIR	A	1	108.58	0.22%	1,260.17
	2123 SHADOW CREEK					
179-0-301-115	DR	A	1	108.58	0.22%	1,260.17
	2125 SHADOW CREEK					
179-0-301-125	DR	A	1	108.58	0.22%	1,260.17
179-0-301-135	3671 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-145	3661 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-155	3651 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-165	3641 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-301-175	3631 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17

179-0-301-185	3621	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-195	3611	GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-301-205	3601	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-015	3652	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-025	3642	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-035	3632	GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-302-045	3622	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-055			A	1	108.58	0.22%	1,260.17
179-0-302-065	3602	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-075	3613	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-085	3623	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-095	3633	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-105	3643	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-115	3653	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-125	3663	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-135	3673	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-015	3664	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-025	3654	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-035	3644	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-045	3634	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-055	3624	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-065	3614	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-075	3604	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-085	3615	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-095	3625	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-105	3635	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-115	3645	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-125	3655	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-135	3665	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-145	3675	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-015			A	1	108.58	0.22%	1,260.17
179-0-304-025	3666	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-035	3656	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-045	3646	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-055	3636	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-065	3626	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-075	3616	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-085	3606	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
TOTAL		447		449.58	\$49,891.86		579,041.00

EXHIBIT B-4
LANDSCAPE MAINTENANCE DISTRICT NO. 57
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
144-0-150-075	2200 AUTO CENTER DR	1	\$1,858.40	35.73%	\$17,562.01
144-0-150-085	2100 AUTO CENTER DR	1	3,343.36	64.27%	\$31,594.99
TOTAL		2	\$5,201.76	100.00%	\$49,157.00



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: January 30, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in cursive script, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Award Contract for Fencing in Various Landscape Maintenance Districts (5/5/5)

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

RECOMMENDATION:

That City Council:

1. Award and authorize the Mayor to execute Agreement A-8040 with Fenceworks, Inc. in the amount of \$535,140.75 for the Assessment District Fencing Project SD 18-23; and
2. Approve a budget appropriation in the amount of \$20,000 for the current Fiscal Year 2017-18 from fund balance of LMD 46 Daily Ranch to cover a portion of the project costs for the District.

BACKGROUND

The City of Oxnard Special Assessment Districts provides maintenance of various landscape and amenities in designated neighborhoods throughout Oxnard. Through the budget process, staff identified the need to replace damaged, deteriorated or missing parts of fencing throughout the districts. Fencing is located in perimeter areas and detention basins.

The specific work for this Project within various districts includes furnishing all necessary labor, materials, equipment and other incidentals for removal, repair and/or replacement and installation of new fencing. The contracted amount for this portion of the Project is \$535,140. Staff has elected not to move forward with fence work in the Rancho Del La Rosa District due to a lack of funding available. The contract is broken down by district as follows:

Award Contract for Fencing in Various LMDs and CFDs (5/5/5)

January 30, 2018

Page 2

District	Fence Repair/Replacement Cost	Purpose
LMD 34 Sunrise Pt/Sunset Cove	\$48,801.40	Detention fence replacement
LMD 36 Villa Santa Cruz	\$79,283.00	Detention fence replacement
LMD 38 Aldea Del Mar	\$71,906.00	Detention fence replacement
LMD 39 El Sueno	\$34,441.50	Detention fence replacement
LMD 39 DR Horton	\$17,221.00	Detention fence replacement
LMD 42 Cantabria/Coronado	\$137,934.85	Detention fence replacement
LMD 46 Daily Ranch	\$113,027.00	Detention fence replacement
CFD #4 Seabridge	\$10,670.00	Repair existing gate at Seabridge yard
CFD #5 Riverpark	\$21,856.00	Chain link fence at Turnout Circle
TOTAL	\$535,140.75	

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on November 9, 2017 and all bids were due on December 11, 2017. The City received the bids listed below:

Fenceworks, Inc.:	\$659,408.35
DASH Construction Company, Inc.:	\$936,726.00

The lowest bidder is Fenceworks, Inc., and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Fenceworks, Inc. and verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked for City business licenses, and verified registration with the California Department of Industrial Relations (DIR). The recommended contractor has worked on prior City projects and completed work in a satisfactory manner. Staff has no reason at this time to believe that the contractor or any of its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, Staff recommends that the City Council award the contract for this Project to Fenceworks, Inc. (Attachment A)

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this agreement will be paid directly by the individual LMDs/CFDs for the respective projects. There are sufficient funds within the adopted Fiscal Year 2017-18 budget, which the

Award Contract for Fencing in Various LMDs and CFDs (5/5/5)

January 30, 2018

Page 3

exception of one LMD.

The funding for the project in LMD 46 Daily Ranch requires a budget appropriation in the amount of \$20,000 (Attachment B) from Fund 170-8003. The estimated unaudited undesignated unreserved fund balance after this appropriation will be approximately \$598,559.

ATTACHMENTS:

Attachment A: Agreement A-8040 with Fenceworks, Inc.

Attachment B: Budget Appropriation

CITY OF OXNARD

AGREEMENT/AMENDMENT REVIEW FORM

Consultant/Contractor: Fenceworks Inc.

Address: 870 N. Main Street, Riverside, CA 92501

Mailing address: 870 N. Main Street, Riverside, CA 92501

Telephone No.: 951-788-5620

Fax No.: _____

Contact Person: Alan Kay

Email address: akay@fenceworks.us

Department: Finance

Project Manager: Jeri Cooper

Current Value of Agreement

(including Previous Amendments): \$535,141

(Attach copies of original agreement and all previous amendments.)

Phone: 805-200-5334

Amendment Number: _____

Value of this Amendment: \$ _____

Replaces Agreement No.: _____

Total Value of Amended Agreement: \$ _____

Agreement Termination Date: June 30, 2018

P.O. No. (if existing agreement): _____

Funding Source: LMD & CFD Funding

Req. No. (if new agreement): _____

Account No.: Various - On call

Insurance Exhibit Type: INS-D

Business Tax Certificate No.: 19-00021539

Please attach list of account numbers and amounts if multiple accounts.

Purpose of Agreement/Amendment: To replace fencing in multiple LMD/CFD locations

Review Sequence

1. Email Completed Agreement/Amendment Form to: cityofoxnard@ebix.com

2. Contractor/Vendor (Project Manager to initial)

3. Project Manager

4. Department Director

5. City Attorney

6. Budget Management

7. Purchasing Agent

8. Contract Compliance Review Committee

9. Assistant City Manager

10. City Manager/City Council

11. Risk Management (agreement will be forwarded to Risk Management after Council approval and after the Contractor has signed and returned with insurance and bonds)

12. City Clerk

Initials

Date

JC 12/22/17

JC 12/22/17

JC 12/22/17

JC 12/22/17

JC 12/22/17

N/A _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Due to on call contract, budget is not able to verify funding availability. Budget will review each task order individually when submitted.

CONTRACT**CITY OF OXNARD CONTRACT FOR
FENCING PROJECT SD 18-23**

THIS CONTRACT ("Contract") is made and entered this 1st day of February, 2018 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and Fenceworks Inc. ("Contractor"). Contractor's license number is 299964 B, C-13.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Fencing Project SD 18-23 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Five Hundred Thirty-Five Thousand and One Hundred and Forty-One Dollars (\$535,141) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

Agreement No. A-8040

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

(signatures continued on following page)

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

CITY OF OXNARD

Tim Flynn, Mayor

Date

VENDOR NAME

Jason Ostrander
President/CEO

Date

Alan Kay
Sr. Executive Vice President

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer,
City Attorney

1/9/18
Date

APPROVED AS TO CONTENT:

Jeri Cooper, Project Manager

1/9/18
Date

Jim Throop,
Chief Financial Officer

Date

APPROVED AS TO AMOUNT:

Scott Whitney,
Interim City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

1/11/18
Date

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.

PLEASE DO NOT
REMOVE THIS BOX

Agreement No. A-8040

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

CITY OF OXNARD

Tim Flynn, Mayor Date

VENDOR NAME

Jason Ostrander Date
President/CEO

Alan Kay Date
Sr. Executive Vice President

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, Date
City Attorney

APPROVED AS TO CONTENT:

Jeri Cooper, Project Manager Date

Jim Throop, Date
Chief Financial Officer

APPROVED AS TO AMOUNT:

Scott Whitney, Date
Interim City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

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.

PLEASE DO NOT
REMOVE THIS BOX

Exhibit INS-D

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

2.1 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;

2.2 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;"

2.3 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.

2.4 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.

1 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-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2 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.

3 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-D 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).**

4 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.

5 Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the

Agreement No. A-8040

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.

6 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.

12/17

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-D.doc

Agreement No. A-8040

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 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 Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
PRODUCER		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE L. ☐ Included in Limits ☐ In Addition to Limits							
Telephone: _____ NAMED INSURED	I: Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____								
TYPE OF INSURANCE	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 _____								
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;"> LIABILITY LIMITS IN THOUSANDS \$ </th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 5px;"> EACH OCCURRENCE </th> <th style="width: 50%; text-align: center; padding: 5px;"> AGGREGATE </th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>			LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
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 standing 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: 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 _____								

Agreement No. A-8040

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: 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 _____	

Agreement No. A-8040

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to Fenceworks Inc.
Melvin Lee Kay, 870 N. Main Street, Riverside, CA 92501 ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as FENCING PROJECT SD 18-23.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Five Hundred Thirty-Five Thousand and One Hundred and Forty-One Dollars (\$535,141), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

Agreement No. A-8040

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

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

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Agreement No. A-8040

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to Fenceworks Inc. Melvin Lee Kay, 870 N. Main Street, Riverside, CA 92501 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as FENCING PROJECT SD 18-23.

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

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

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Five Hundred Thirty-Five Thousand and One Hundred and Forty-One Dollars (\$535,141), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

Agreement No. A-8040

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

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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



NOTICE INVITING BIDS FOR FENCING PROJECT SD 18-23

NOTICE IS HEREBY GIVEN that the City of Oxnard, California invites sealed Bids for the Fencing Project. The City will receive such Bids at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until 4:00 p.m. on December 7, 2017. There will be a public bid opening immediately afterwards at 305 West Third Street, First Floor, Oxnard, California 93030 at the City Council Chambers.

SCOPE OF WORK. The 2015 edition of, and 2016 supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook") is incorporated by this reference. As more specifically described in the Contract Documents, the Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to replace various detention and perimeter fences ("Project").

OBTAINING BID DOCUMENTS. All Bidders must be plan holders of record to submit a Bid to the City, which entails purchasing copies of all Contract Documents at CyberCopy's Plan Room, located at <http://dfs.cybercopyusa.com/planrooms/public/index.php>. Printed copies will also be available at City Hall for the same price.

PREVAILING WAGES. This Project is a "public work" subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor and all Subcontractors shall pay wages in accordance with the determination of the Director of the DIR. Copies of these rates are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The Contractor shall post a copy of the DIR's rates at each job site. This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall furnish certified payroll records directly to the Labor Commissioner. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

BONDS. Each Bid must be accompanied by Bid security as described in the Instructions to Bidders in the Contract Documents. Upon Contract award, the successful Bidder shall provide both Payment and Performance Bonds—each at 100% of the Contract Price—to the City Clerk or his or her representative in accordance with Greenbook Section 2-4 and the Contract Documents. The Performance Bond shall include a one-year warranty period. Bonds must be on the forms in the Contract Documents unless other forms meet all of the City's requirements including that the Bond limit be automatically increased if the Contract amount is increased after execution of the Contract, and the City Attorney at his or her discretion approves the Surety's form. Whenever Bonds are submitted for this Project, Bidder must also submit a photocopy of each Bond.

LICENSES. Each Bidder shall possess a valid Class C-13 Contractor's license issued by California Contractors State License Board at the time of Bid submission and a current City business license at the time of Contract award.

RETENTION. The City shall withhold five percent (5%) of any progress payment as retention.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent material, product, thing or service for a brand or trade name material, product, thing or service must be made by written request submitted no later than fifteen (15) Calendar Days following the award of Contract. Requests received after this time shall not be considered. Requests must clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

LIQUIDATED DAMAGES. Contractor must complete all Work within six (6) months of the City's Notice to Proceed. There will be a \$200 assessment for each Calendar Day that Work remains incomplete beyond the Project completion deadline.

CONTRACT DOCUMENTS



FOR FENCING PROJECT

SD 18-23

**DUE WEDNESDAY, DECEMBER 7, 2017 AT
4:00 PM**

NOTICE INVITING BIDS	NIB1
INSTRUCTIONS TO BIDDERS.....	I1
GENERAL PROVISIONS	GP1
SPECIAL PROVISIONS	SP1
CONTRACT	C1
INSURANCE	C5
PAYMENT AND PERFORMANCE BONDS	C11
BID (blue pages)	B1

NOTICE INVITING BIDS FOR FENCING PROJECT SD 18-23

NOTICE IS HEREBY GIVEN that the City of Oxnard, California invites sealed Bids for the Fencing Project. The City will receive such Bids at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until 4:00 p.m. on December 7, 2017. There will be a public bid opening immediately afterwards at 305 West Third Street, First Floor, Oxnard, California 93030 at the City Council Chambers.

SCOPE OF WORK. The 2015 edition of, and 2016 supplement to, the Standard Specifications for Public Works Construction (collectively the “Greenbook”) is incorporated by this reference. As more specifically described in the Contract Documents, the Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to replace various detention and perimeter fences (“Project”).

OBTAINING BID DOCUMENTS. All Bidders must be plan holders of record to submit a Bid to the City, which entails purchasing copies of all Contract Documents at CyberCopy’s Plan Room, located at <http://dfs.cybercopyusa.com/planrooms/public/index.php>. Printed copies will also be available at City Hall for the same price.

PREVAILING WAGES. This Project is a “public work” subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8, Division 1, Chapter 8 of the California Code of Regulations (“CCR”). The Contractor and all Subcontractors shall pay wages in accordance with the determination of the Director of the DIR. Copies of these rates are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The Contractor shall post a copy of the DIR’s rates at each job site. This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall furnish certified payroll records directly to the Labor Commissioner. Contractor and all Subcontractors are 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 registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

BONDS. Each Bid must be accompanied by Bid security as described in the Instructions to Bidders in the Contract Documents. Upon Contract award, the successful Bidder shall provide both Payment and Performance Bonds—each at 100% of the Contract Price—to the City Clerk or his or her representative in accordance with Greenbook Section 2-4 and the Contract Documents. The Performance Bond shall include a one-year warranty period. Bonds must be on the forms in the Contract Documents unless other forms meet all of the City’s requirements including that the Bond limit be automatically increased if the Contract amount is increased after execution of the Contract, and the City Attorney at his or her discretion approves the Surety’s form. Whenever Bonds are submitted for this Project, Bidder must also submit a photocopy of each Bond.

LICENSES. Each Bidder shall possess a valid Class C-13 Contractor’s license issued by California Contractors State License Board at the time of Bid submission and a current City business license at the time of Contract award.

RETENTION. The City shall withhold five percent (5%) of any progress payment as retention.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent material, product, thing or service for a brand or trade name material, product, thing or service must be made by written

request submitted no later than fifteen (15) Calendar Days following the award of Contract. Requests received after this time shall not be considered. Requests must clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

LIQUIDATED DAMAGES. Contractor must complete all Work within six (6) months of the City's Notice to Proceed. There will be a \$200 assessment for each Calendar Day that Work remains incomplete beyond the Project completion deadline.

INSTRUCTIONS TO BIDDERS

1. **FORM OF BID.** Each Bid shall be made on a hard copy of the Bid form found within these Contract Documents (the blue sheets). Bidders shall include all Bid forms and type or fill in using blue or black ink all blank spaces, including inserting "N/A" (for "not applicable") where necessary. Any additions, deletions, conditions, limitations or provisos by the Bidder may render the Bid irregular and may cause rejection. All changes must be crossed out and initialed (erasures, correction fluid and correction tape are unacceptable). Modifications submitted separately from the Bid form will not be accepted. Each Bid must be submitted in a sealed envelope that is:

- a. Addressed to the City Clerk;
- b. With the Project name, Project number and the word "Bid" typed or clearly printed on the lower left corner of the envelope;
- c. With the Bidder's name and business address clearly printed on the lower right corner of the envelope; and
- d. With the Bidder and all Subcontractors listed in the Designation of Subcontractors form, along with the Bidder's and each Subcontractor's DIR Contractor Registration Numbers, on the upper right corner of the envelope.

Do not return Plans or Specifications or enclose other documents in the Bid envelope. No other form of Bid shall be considered.

2. **DELIVERY OF BIDS.** Each Bid shall be delivered by the time and to the place specified in the Notice Inviting Bids. The time of delivery shall be definitively determined by the timestamp located at the City Clerk's office. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the deadline shall be returned unopened.

3. **WITHDRAWAL OF BID.** A Bid may be withdrawn without consequences upon the Bidder's written request filed with the City Clerk before the Bid submission deadline. After that deadline, a Bid must remain valid and shall not be subject to withdrawal for sixty (60) Calendar Days. If this period is about to expire, the City may propose an extension and will contact the three (3) lowest bidders to determine if they agree.

4. **BID SECURITY.** Each Bid must be accompanied by Bid security, which shall be either cash, a Bid Bond that conforms substantially to the form provided in these Contract Documents, or a certified or cashier's check made payable to the "City of Oxnard." This Bid security must be in an amount not less than ten percent (10%) of the total Bid submitted. Bid security will likely be held until the Contract is executed.

5. **QUANTITIES APPROXIMATE.** The quantity of Work to be performed and materials to be furnished are approximations only, being provided as a basis for the comparison of Bids. The City does not guarantee that the actual amounts required will correspond with those shown. The City may increase or decrease the amount of any item or portion of Work to be performed or material to be furnished, or the City may omit any such item or portion, in accordance with the Contract Documents or any Addenda issued before Bid opening.

6. **ADDENDA.** Bidders are responsible for ensuring that they have received all Addenda, if any. Bidders may contact the City to verify that they have received all Addenda issued.

7. **REQUESTS FOR CLARIFICATION OR CORRECTION.** Upon discovering an error, omission, ambiguity or conflict in the Contract Documents, a Bidder may mail, email or personally deliver a written request for clarification or correction to the Project Coordinator or his or her representative at least seven (7) Calendar Days before Bid opening, stating the Project name and Project number. Requests received after this deadline will be disregarded. Any clarification or correction will be made only by a written Addendum. No oral clarification or correction shall be binding.

8. **DISCREPANCIES IN BIDS.** In case of any discrepancy between words and figures in a submitted Bid, the words shall prevail.

9. **DISQUALIFICATION OF BIDDERS.** No Person shall be allowed to be interested in more than one Bid for the Project, unless alternate Bids are specifically requested. A Person that has submitted a bid or has quoted prices of materials to a Bidder is not disqualified from submitting a bid or quoting prices to other Bidders or from making a prime Bid. If there is any reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

10. **AWARD OF CONTRACT.** The City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bid or in the bidding process. The Contract award, if made, will be to the lowest responsible Bidder.

11. **BID PROTESTS.** Any protest of the award to the Bidder deemed the lowest responsible bidder shall only be valid and considered if that Bid protest meets the following conditions:

a. The party filing a Bid protest must have actually submitted a timely Bid. A Subcontractor of a party filing a Bid on a Project may not submit a Bid protest.

b. The Bid protest must be submitted by email to the Project Coordinator's attention, copying on that same email the protested Bidder and any other Bidder identified in the Bid protest. The City must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the Bid opening, or if City Hall is closed on that Calendar Day, on the next Calendar Day that City Hall is open.

c. The Bid protest must contain: the name of the protesting Bidder and the name, address, phone number and email address of the person representing the protesting Bidder; all factual and legal grounds for the protest, including a precise statement of all relevant facts and references to the specific portion or portions of the document or specific statute that form the basis for the protest; and any written materials that the protesting Bidder wishes to have considered in determining the protest. Bid protests must be complete at the time of submission; the protest may not be supplemented after submission.

d. Any Bidder that receives a copy of a Bid protest may submit by email its response to the Project Coordinator's attention, copying on that same email the protesting Bidder and any other Bidder identified in the Bid protest. The Project Coordinator must receive the Bid protest response at City Hall no later than 5:00 p.m. of the third Calendar Day following the date the Bid protest delivery, or if City Hall is closed on that Calendar Day, on the next Calendar Day that City Hall is open. Bid protest responses must be complete at the time of submission; the response may not be supplemented after submission.

e. The City shall review all timely protests before award of the Contract. Bidders must provide within 24 hours any information and/or documentation requested by City staff as part of such investigation. City staff shall prepare a written response to the Bid protest, which shall also be provided to the protesting Bidder and to any other Bidder identified in the Bid protest.

f. The protesting Bidder may dispute the City's response by emailing a request for an administrative hearing to the Public Works Director's attention, copying on that same email the protested Bidder and any other Bidder identified in the Bid protest. The City must receive the request at City Hall no later than 5:00 p.m. of the third Calendar Day following the date of the City's response letter, or if City Hall is closed on that Calendar Day, on the next Calendar Day that City Hall is open. Upon receipt of such request, the Public Works Director or his or her representative shall set the date of the hearing and shall email the protesting Bidder, the protested Bidder, and any other Bidder identified in the Bid protest a notice that specifies the location, date and time of the hearing. Those Bidders will be notified of applicable hearing procedures that must be followed. The decision of the Public Works Director or his or her representative shall be final.

g. All documents submitted by Bidders pursuant to this Section shall be submitted by email. Any other form of submitting information or documentation will be rejected.

h. The procedures and time limits set forth in this Section are mandatory and are Bidders' sole and exclusive remedy in event of a Bid protest. The Bidder's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the Bid protest, including filing a California Government Code claim or initiating any other legal proceedings.

i. These Bid protest procedures shall not limit the City Council's ability to reject all bids.

12. SELECTING THE LOWEST BIDDER. The lowest Bid will be determined on the basis of the lowest total cost for each fence.

13. SIGNATURES. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing for the Bidder. In executing any City document, the City requires the following: for a corporation or s-corporation, (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; or for a partnership or limited partnership, the signatures of all partners.

14. RETENTION. The City shall withhold five percent (5%) of any progress payment as retention. At the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney. Each such request must be made and included when returning two (2) copies of the signed Contract, the Payment and Performance Bonds and a photocopy of each Bond, insurance certificates and a copy of the Contractor's City business license. After all other invoices have been submitted, Contractor shall submit a separate invoice for the retention payment. Assuming all requirements listed in General Provisions Section 6-8.2 are met, thirty-five (35) Calendar Days after the Notice of Completion has been filed the City shall return the securities to the Contractor.

15. ESCROW BID DOCUMENT. This is required only for Projects with Bids over \$500,000.

The three (3) lowest Bidders shall submit, within the specified time after receipt of Bids, one copy of all documentary information generated in preparation of Bid prices for this Project. This material is referred to in the Contract Documents as the Escrow Bid Documents. The Escrow Bid Documents of the successful Bidder will be held in escrow for the duration of the Contract at the City's Public Works Department.

The successful Bidder agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute complete documentary information used in preparation of his, her or its Bid. No other Bid preparation information shall be considered in resolving disputes. Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

a. **OWNERSHIP:** The Escrow Bid Documents are, and shall always remain, the property of the Contractor, subject only to joint review by the City and the Contractor, as provided herein.

City acknowledges that the Bidder expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. City further acknowledges that the Escrow Bid Documents and the information contained therein are made available to City only because such action is an express prerequisite to award of the Contract. City further acknowledges that the Escrow Bid Documents include a compilation of information used in the Bidder's business intended to give the Bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. City agrees to safeguard the Escrow Bid Documents, and all information contained therein, against disclosure to the extent permitted by law.

b. **PURPOSE:** Escrow Bid Documents may be used only to assist in the negotiation of price adjustments and change orders and in the resolution of disputes, claims and other controversies. They will not be used for pre-award evaluation of the Contractor's anticipated methods of construction or to assess the Contractor's qualifications for performing the Work.

c. **FORMAT AND CONTENTS:** Bidders may submit Escrow Bid Documents in their usual cost-estimating format. It is not the intention of this Specification to cause the Bidder extra work during the preparation of the Bid but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The organization of the documents should be consistent and correspond with the Bid Sheets.

It is required that the Escrow Bid Documents clearly itemize the estimated costs of performing the Work of each Bid item contained in the Bid Sheets. Bid items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from equipment manufacturers, Subcontractors and suppliers, and memoranda, narratives, consultant's reports, add/deduct sheets, and all other information used by the Bidder to arrive at the prices contained in the Bid. Estimated costs should be broken down into the Bidder's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract cost as appropriate. Plant and equipment and indirect costs should be detailed in the Bidder's usual format. The Contractor's allocation of plant and equipment, indirect costs, contingencies, markup, and other items to each Bid item shall be included.

All costs shall be identified. For Bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, providing that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup as applicable, are allocated.

Contract Documents should not be included in the Escrow Bid Documents unless needed to comply with the requirements of this Specification.

d. **SUBMITTAL:** The Escrow Bid Documents shall be submitted by the three (3) lowest Bidders in a sealed envelope within three (3) Business Days after the time of receipt of Bids to Public Works Department, 305 W. Third Street, East Wing, 3rd Floor, Oxnard, CA 93030 attn: Renee Hatcher. The envelope shall be clearly marked on the outside with the Bidder's name, date of submittal, Project name and the words "Escrow Bid Documents."

The Escrow Bid Documents shall be accompanied with the Escrow Bid Documents Cover Page signed by an individual authorized by the Bidder to execute the Bid. A copy of this form if required is included in the blue bid sheets.

Prior to a Pre-Construction Meeting with the Contractor, his, her or its Escrow Bid Documents may be unsealed, examined, organized, and inventoried by representatives of the City, together with members of the Contractor's staff who are knowledgeable in how the Bid was prepared.

This examination is to ensure that the Escrow Bid Documents are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. This examination is subject to the condition that the Escrow Bid Documents are proprietary and confidential as described herein. Examination will not alter any condition(s) or term(s) of the Contract.

If all the documentation required in "Format and Contents" has not been included in the original submittal, additional documentation shall be submitted, at the City's discretion, prior to award of the Contract. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between the Contractor and the City before proceeding with Work on the Project site.

If the Contract is not awarded to the apparent successful Bidder, the Escrow Bid Documents of the Bidder next to be considered for award shall be processed as described above.

Timely submission of complete Escrow Bid Documents is an essential element of the Bidder's responsibility and a prerequisite to Contract award. Failure to provide the necessary Escrow Bid Documents will be sufficient cause for the City to reject the Bid.

If a Bid is based on subcontracting any part of the Work, each Subcontractor that must be listed in the Designation of Subcontractors form shall provide separate Escrow Bid Documents as described herein to be included with those of the Bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful Bidder.

If the Contractor wishes to subcontract any portion of the Work after award, the City retains the right to require the Contractor to submit Escrow Bid Documents from the new Subcontractor before the subcontract is approved.

Escrow Bid Documents submitted by unsuccessful Bidders will be returned unopened, unless opened as provided above, as soon as they are no longer needed by the City and no later than immediately following award of the Contract.

e. **STORAGE:** The Escrow Bid Documents of the successful Bidder will be placed in storage prior to award of the Contract, for the life of the Contract, with the City's Public Works Department. The cost of storage will be paid by the City.

f. **EXAMINATION AFTER AWARD OF CONTRACT:** The Escrow Bid Documents shall be examined by both the City and the Contractor, at any time deemed necessary after the award of the Contract by either the City or the Contractor to assist in the negotiation of price adjustments and Change Orders, or to settle disputes.

Examination of the Escrow Bid Documents after award of the Contract is subject to the following conditions:

1. The Escrow Bid Documents are proprietary and confidential as described herein and will be so considered to the extent provided by law.

2. The City and the Contractor shall each designate, in writing to the other party and a minimum of ten (10) Business Days prior to examination, representatives who are authorized to examine the Escrow Bid Documents. With the consent of both the City and Contractor, a mediator may examine the Escrow Bid Documents if required to assist in the settlement of a dispute.

Access to the Escrow Bid Documents will take place only in the presence of duly designated representatives of both the City and Contractor.

g. **FINAL DISPOSITION:** The Escrow Bid Documents will be returned to the Contractor at such time as the Contract has been completed and final settlement has been achieved.

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION

The most current edition of the Standard Specifications for Public Works Construction and the 2016 Supplement to the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") available on the date plans were signed by the City Engineer (or if there are no such signed plans, the time of Bid opening) are incorporated herein by this reference, except for Sections 2-2, 2-4, 2-9.1, 2-9.2, 3-2.5, 3-3.2.2.3, 5-3, 6-1.2, 6-6.1, 6-6.4, 7-2.2, 7-2.3, 7-2.4, 7-3 and 9-3.4. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

0-2 CAPITALIZATION OF DEFINED TERMS

Unless otherwise capitalized, capitalized words within these Contract Documents may be defined terms in either the Greenbook or Section 1-2 of these General Provisions.

0-3 NUMBERING OF GENERAL PROVISIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10. If grant provisions apply, they will be in Sections 11 through 99. The Special Provisions will be numbered as Sections 1000 through 9999. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Business Day – Any day that City Hall is open for business

Calendar Days – See "Days" in Greenbook.

Contract Term – The time period listed in the Contract.

Contract Unit – A single unit of an item of Work.

County – County of Ventura, California

Inspector – An inspector of the City.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Payment Bond –A type of Bond issued by a Surety to guarantee that a contractor's subcontractors and material suppliers on a project will be paid. A Payment Bond is also often called a "labor and materials Bond."

Performance Bond – A type of Bond issued by a Surety to guarantee the full and satisfactory completion of a project by a contractor.

Project – See "Work" in Greenbook.

Project Manager – the Public Works Director's representative responsible for this particular Project.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

WIP – Work in place.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor's City business license,.

Working Day – Any day within the Contract Term other than:

- a) Saturday,
- b) Sunday,
- c) Any day designated as a holiday by the Agency,
- d) Any day the Contractor is prevented from working at the beginning of the Working Day for cause as specified in Section 6-6.1, and
- e) Any day the Contractor is prevented from working during the first five (5) hours with at least sixty percent (60%) of the normal Work force for cause as specified in Section 6-6.1.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NFPA	National Fire Protection Association

1-3.4 Publications.

<u>Abbreviation</u>	<u>Word or Words</u>
NEC	National Electric Code
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation
MUTCD	California Manual of Uniform Traffic Control Devices, latest edition

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2, which is not incorporated, shall be completely replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the Board, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers,

officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning the Bonds to the assignee without any reduction, or the assignee supplying new Bonds (with a photocopy of each Bond) in the amounts originally required under the Contract Documents; (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (3) a copy of the assignee's City business license; and (4) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required on this Project. Until the Surety assigns the Bonds or the assignee supplies new Bonds, the assignee supplies all required insurance, and the assignee provides a copy of its City business license, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General [see Greenbook].

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to at least seventy-five percent (75%) of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization."

2-3.3 Status of Subcontractors.

The third paragraph of Greenbook Section 2-3.3, which is not incorporated, is completely replaced with the following:

"In addition to the requirements of 2-3.1, before the Work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement listing the name, contractor license number, DIR registration number, phone number and business address of each Subcontractor and a description of the type of Work and value of each portion of the Work to be so subcontracted."

2-4 CONTRACT BONDS.

Greenbook Section 2-4, which is not incorporated, shall be completely replaced with the following:

"Before execution of the Contract, the Bidder shall file Surety Bonds with the City in the amounts and for the purposes noted below. Bonds issued by a Surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the

City. Bonds from all other Sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure Section 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each Bond shall incorporate by reference the Contract and be signed by both the Bidder and the Surety. The signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two (2) good and sufficient Surety Bonds. The Payment Bond shall be for not less than one hundred percent (100%) of the Contract Price. The Payment Bond shall be to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Contractor shall maintain the Payment Bond in full force and effect until the Project is accepted by the City and until six (6) months after either the period in which a stop payment notice may be given under Civil Code Section 9356 or all claims for materials and labor are paid, whichever shall be later in time.

The Performance Bond shall be for one hundred percent (100%) of the Contract Price to guarantee faithful performance of all Work within the time prescribed in a manner satisfactory to the City and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect for one (1) year from the date of recordation of the Notice of Completion.

Should any Bond become insufficient or any Surety give notice of pending liquidation, the Contractor shall renew the Bond within ten (10) Calendar Days after receiving notice from the City. Should any Surety give notice of pending liquidation, the Contractor shall send a copy of the entire notice within five (5) Calendar Days of receiving the notice and shall obtain a new Bond within ten (10) Calendar Days after receiving the notice.

Should any Surety at any time be unsatisfactory according to the rules listed within this Section, the City will notify the Contractor in this regard. No further payments shall be deemed due or will be made under the Contract until a new surety qualifies and is accepted by the City.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney (as well as a photocopy of each Bond). Other than for a Bid Bond, Contractor may not provide a deposit in lieu of any Bond. Each Bond shall be executed by an admitted surety insurer. Nothing herein shall abridge or amend Greenbook Section 6-8.3 or the related provisions in these Contract Documents."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General.

In addition to the requirements under Greenbook Section 2-5.1, the Contractor shall maintain a control set of Plans, Specifications and any other drawings on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on said control set to show the as-built conditions. These control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. These

documents shall be kept up to date with the progress of the Work. Upon completion of all Work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not individually mentioned in the Bid sheets, the Contractor is required to complete the Work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a Work feature shall be included in the Bid.

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2, which is not incorporated, shall be completely replaced with the following:

“The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. SSP.
13. Greenbook.
14. Reference Specifications.

All of the aforementioned documents are incorporated herein by this reference.

2-5.3 Submittals [see Greenbook].

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6, which is not incorporated, shall be completely replaced with the following:

“Upon the City’s issuance of the Notice to Proceed, the Contractor shall perform all Work necessary to complete the Project in accordance with the Contract Documents. Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work. The Contractor shall not be allowed to begin any construction, reconstruction, erection, alteration, restoration, improvement, painting, repainting, demolition and/or repair Work at the Project site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.”

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor’s sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The City does not provide AutoCAD files. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors’ Act (Business and Professions Code Section 8700 *et seq*). All Project surveying notes and “cut-sheets” are to be provided to the City after the completion of each surveying activity, and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor’s expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1, which is not incorporated, shall be completely replaced with the following:

“Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that ‘control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control’ until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

The Contractor shall submit to the Engineer a minimum of seven (7) Calendar Days before starting the Work a list of controlling survey monuments that may be disturbed. The Contractor will:

- a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed;
- b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments; and
- c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

The Contractor is responsible for preservation and perpetuation of existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the City Engineer or Surveyor before disturbance or removal of existing monuments. The City Engineer or Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771.”

2-9.2 Survey Service.

Greenbook Section 2-9.2, which is not incorporated, shall be completely replaced with the following:

“The Contractor will perform and be responsible for the accuracy of surveying adequate for construction. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be performed by the Contractor at its own expense.

The Contractor shall notify the Engineer in writing at least two (2) Working Days before survey services will be required in connection with the laying out of any portion of the Work. The Contractor shall dig all holes necessary for line and grade stakes.

Unless otherwise specified in the Special Provisions, the Contractor will set and station stakes for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

The line and grades for construction will be parallel to and offset from the position of the Work.

From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the Work and shall be responsible for the correctness of same."

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL, THE CITY ENGINEER AND THE PROJECT MANAGER.

The City Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The City Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the City Engineer by emailing the Public Works Director, copying on that same email the City Engineer, requesting reconsideration of the City Engineer's decision. The appeal must contain: a clear explanation of the decision and how it impacts the rest of the Project; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Public Works Director must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the City Engineer's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. Upon receipt of the appeal request, the Public Works Director or his or her representative shall review the email and all other information provided by the Contractor. The Public Works Director or his or her representative shall email the Contractor the decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the City Engineer with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the City Engineer's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

2-12 SPECIAL NOTICES [see Greenbook].

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR [see Greenbook].

3-1.1 General [see Greenbook].

3-1.2 Payment for Changes Requested by Contractor *[see Greenbook]*.

3-2 CHANGES INITIATED BY THE AGENCY.

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Project Manager, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

3-2.1 General.

The reference to "additive" and "deductive" changes in this Section shall be related to changes made within the scope of the Project.

3-2.2 Contract Unit Prices *[see Greenbook]*.

3-2.2.1 General *[see Greenbook]*.

3-2.2.2 Increases of More Than 25 Percent *[see Greenbook]*.

3-2.2.3 Decreases of More Than 25 Percent *[see Greenbook]*.

3-2.3 Stipulated Unit Prices *[see Greenbook]*.

3-2.4 Agreed Prices *[see Greenbook]*.

3-2.5 Eliminated Items.

Greenbook Section 3-2.5, which is not incorporated, shall be completely replaced with the following:

"Should any Bid item be eliminated in its entirety, and Contractor already ordered materials conforming to the Plans and Specifications in the eliminated item before the date of notification of elimination by the Engineer, Contractor shall attempt to cancel the order or return the materials for a full refund; if Contractor is able to return any of the materials, the City shall pay the Contractor for the supplier's actual cost for returning the material. If canceling the order and returning the materials cannot be done due to reasons outside of Contractor's control, Contractor shall notify Project Manager of the precise unused materials, including the amounts of such materials, that Contractor already obtained and what efforts Contractor took to return the materials. Project Manager shall have the option of deciding what happens with the materials, including but not limited to: paying Contractor for the actual cost of the materials, thereby obtaining the materials as property of the City, and requiring Contractor to transport the materials to the City for its use, paying the Contractor for its actual handling cost; or disposing of the materials, paying the Contractor for its actual handling cost."

3-3 EXTRA WORK.

New and unforeseen work will be classed as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Project Manager. All provisions of these Contract Documents shall apply to the Contractor and its Subcontractors as they perform the Extra Work, except for those provisions expressly addressed in Greenbook Section 3-3, this Section 3-3 of the General Provisions, and the Special Provisions.

3-3.1 General [see Greenbook].

3-3.2 Payment.

3-3.2.1 General [see Greenbook].

3-3.2.2 Basis for Establishing Costs [see Greenbook].

3-3.2.2.1 Labor [see Greenbook].

3-3.2.2.2 Materials [see Greenbook].

3-3.2.2.3 Tool and Equipment Rental.

Greenbook Section 3-3.2.2.3, which is not incorporated, shall be completely replaced with the following:

"The City shall pay for use of equipment in accordance with the latest version of the California State Transportation Agency's Labor Surcharge and Equipment Rental Rates Guide, available at <http://www.dot.ca.gov/hq/construc/equipmnt.html>.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the City than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site at no expense to the City.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.

The reported rental time for equipment already at the Work site shall be the duration of its use on the Extra Work. This time shall begin when the equipment is first used on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site."

3-3.2.2.4 Other Items [see Greenbook].

3-3.2.2.5 Invoices [see Greenbook].

3-3.2.3 Markup.

The Contractor's reasonable allowance for the markup, including for Subcontractor's costs, shall only include the total sum of office overhead, jobsite overhead and profit for Work.

3-3.2.3.1 Work by the Contractor.

If the Work is completed only by Contractor's own forces, the Contractor may bill the City for

labor, materials and a reasonable markup. The Contractor's reasonable allowance for overhead and profit constituting the markup shall not exceed 10%.

3-3.2.3.2 Work by a Subcontractor.

If the Work is completed only by the Subcontractors' forces, the Subcontractor's reasonable allowance for overhead and profit constituting the markup shall not exceed 10%, and the Contractor's reasonable allowance for overhead and profit constituting the markup shall not exceed 5%.

3-3.3 Daily Reports [see Greenbook].

3-4 CHANGED CONDITIONS [see Greenbook].

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements [see Greenbook].

4-1.3.1 General [see Greenbook].

4-1.3.2 Inspection by the Agency [see Greenbook].

4-1.3.3 Inspection of Items Not Locally Produced [see Greenbook].

4-1.4 Test of Materials.

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Greenbook and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certificate of Compliance [see Greenbook].

4-1.6 Trade Names or Equals.

For convenience in designation on the Plans and Specifications, certain materials, products, things, or services incorporated in the Work may be designated under a brand or trade name. Unless otherwise listed in the Notice Inviting Bids, the use of alternative materials, products, things, or services that are of equal quality and of the required characteristics for the purpose intended will be allowed, subject to the approval of the Project Engineer, in accordance with

Public Contract Code Section 3400 and Greenbook Section 4-1.6. Unless otherwise stated in writing, the phrase "or equal" shall be assumed after any and all brand and trade names.

If the Contractor requests to substitute an equivalent material, product or thing for a brand or trade name material, product or thing, the burden of proof as to the comparative quality and suitability of the alternative material, product or thing shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Engineer, including but not limited to:

- Identification of the material, product or thing and complete manufacturer's literature that details the substituted material, product or thing.
- The names and addresses of the manufacturer's representative for the substituted material, product or thing.
- How the substituted material, product or thing would impact the completion date of the project.
- The difference in cost between the substituted material, product or thing and the specified material, product or thing.
- A detailed description of the difference between the substituted material, product or thing and the specified material, product or thing.
- If requested by the City, samples of the substituted material, product or thing.
- The names and addresses of at least five (5) projects where the substituted material, product or thing has been used.

If the Contractor requests to substitute an equivalent service for a brand or trade name service, the burden of proof as to the comparative quality and suitability of the alternative service shall likewise be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Engineer, including but not limited to:

- Identification of the service and literature that details the substituted service.
- The names and addresses of the representatives of the substituted service.
- How the substituted service would impact the completion date of the project.
- The difference in cost between the substituted service and the specified service.
- A detailed description of the difference between the substituted service and the specified service.
- The names and addresses of at least five (5) projects where the substituted service has been used.

All requests for substitution shall be submitted, together with all documentation necessary for the Project Engineer to determine equivalence, no later than fifteen (15) Calendar Days following the award of Contract, unless a different deadline is listed in the Special Provisions.

4-1.7 Weighing and Metering Equipment [see Greenbook].

4-1.8 Calibration of Testing Equipment [see Greenbook].

SECTION 5 UTILITIES

5-1 LOCATION.

The location and existence of all underground Utilities and substructures have not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which includes contacting Underground Service Alert ("USA") and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. To obtain a USA Identification Number, call USA a minimum of two (2) Working Days before scheduled excavation. (For best response, provide as much notice as possible up to ten (10) Working Days.) Upon request from the Project Manager anytime up to five (5) years after Project acceptance, the Contractor must submit a written notice of every USA Identification Number issued during the course of and related to the Project. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

5-1.3 Entry by Utility Owners [additional to the Greenbook].

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3, which is not incorporated, shall be completely replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or

private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

5-7 NOTIFICATION.

The Contractor shall notify the Public Works Director or his or her representative and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

The Greenbook uses the term "construction schedule" but the City prefers the term "baseline construction schedule" in this context; thus, where "construction schedule" appears in Greenbook Section 6-1 or any of its subsections, "baseline construction schedule" is substituted.

6-1.1 Baseline Construction Schedule.

Notice to Proceed shall not be issued until the baseline construction schedule documents are submitted to the Project Manager for approval. "Approval" within this Section shall mean the Project Manager ensures the baseline construction schedule meets the start and end dates and meets format requirements; "approval" does not include the Project Manager's assessment of whether the Work can be completed according to that baseline construction schedule.

6-1.1.1 Pre-Construction Meeting [additional to the Greenbook].

Contractor and the Project Manager shall hold a pre-construction meeting before any Work on the Project commences. Unless previously submitted to the Project Manager, the Contractor shall bring to the pre-construction meeting copies of each of the following:

- 1) The Baseline Construction Schedule.
- 2) Both the daytime and emergency phone numbers of the person or persons who will be designated as Contractor's general construction superintendent or on-site construction manager for the Project.
- 3) A procurement schedule of major equipment and materials and items requiring long lead time.

- 4) Shop drawing/ a sample submittal schedule.
- 5) A preliminary schedule of values (lump sum price breakdown) for progress payment purposes.

The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's proposed baseline construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the time in which the Project is being constructed.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Labor requirements, including but not limited to prevailing wages.
- 14) Permits.
- 15) Any other item that the Project Manager states is relevant to the meeting.

6-1.1.2 Progress Meetings *[additional to the Greenbook]*.

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a three (3) week "look ahead" schedule and a list of what was completed on the Project in the past week for each meeting. The Project Manager will preside at these meetings. As the Work progresses, if it is determined by mutual agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to another schedule.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 shall not be incorporated and shall be replaced as follows:

"The Contract time shall commence upon the date of issuance of the Notice to Proceed. The Work shall start within the time period that the Project Manager states and be diligently prosecuted to completion within the Contract Term."

6-2 PROSECUTION OF THE WORK.

If the Contractor has fallen behind the approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than two (2) weeks, the Contractor shall submit a recovery schedule to the Project Manager that

exactly indicates measures of schedule recovery including, but not limited to, revised methods of procurement, revised sequencing of Work, and any additional measures such as increasing the number of personnel, shifts, overtime operations, Working Days and amount of construction equipment until such time as the Work is back on schedule. All costs required to bring the Project back on schedule shall be borne by the Contractor without additional cost to the City.

If the Contractor falls behind the approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than three (3) weeks, the City can deem that the Contractor is in material breach of the Contract, in which case the Work shall be turned over to the Surety for completion.

Alternatively, if the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may issue an order of noncompliance in any form or manner. If the order is in writing, the Project Manager has the option of listing the steps required to remedy the situation and reasonable deadlines for each step. The Project Manager may also provide that if such steps are not taken within such listed deadlines, then an amount of \$200 per Calendar Day may be assessed for each Calendar Day of delay as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.

These options are available in addition to all other options in the Greenbook or as otherwise legally available.

6-3 *SUSPENSION OF THE WORK [see Greenbook].*

6-3.1 *General [see Greenbook].*

6-3.2 *Archeological and Paleontological Discoveries [see Greenbook].*

6-4 *TERMINATION OF THE CONTRACT FOR DEFAULT [see Greenbook].*

6-4.1 *General [see Greenbook].*

6-4.2 *Notice to Cure [see Greenbook].*

6-4.3 *Notice of Termination for Default [see Greenbook].*

6-4.4 *Responsibilities of the Surety [see Greenbook].*

6-4.5 *Payment [see Greenbook].*

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE.*

In addition to the reasons for termination listed in Greenbook Section 6-5, which allow termination upon any written notice, the City may terminate the Contract for any other reason or for no reason upon thirty (30) Calendar Days' written notice. The rest of the procedure outlined in Section 6-5 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the

amount which would have been paid to Contractor for the full performance of the services described in the Contract.

Furthermore, some of the City's projects are funded in whole or in part by funds other than the City's General Fund. If this Project is funded by such external funds in whole or in part, those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The City shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor, and the Project Manager approves the unforeseen events, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-6.3. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources. No time extension will be granted for delays which do not affect the critical path of the baseline construction schedule.

The Contractor shall be responsible for, and shall bear the expense of, the cost of repairing or restoring damage to any Work if the damage is determined to have been proximately caused by an Act of God, up to five percent (5%) of the Contract Price, provided that the Work damaged was built in accordance with accepted and applicable building standards and the Contract Documents. The Contractor shall not be responsible for any such damage beyond five percent (5%) of the Contract Price. For damage determined to have been caused by anything other than an Act of God, the Contractor shall be responsible for all costs of repairing or restoring damage to any Work until final acceptance of the Project by the City as defined in Section 6-8.2. For the purposes of this provision, "Acts of God" shall be defined earthquakes in excess of a magnitude of 3.5 on the Richter scale and tidal waves. The Contractor shall notify the City promptly in writing of each delay, whether by an Act of God or otherwise, and its cause and the expected delay. Upon request, the Contractor shall update such notice.

Unless otherwise agreed to in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the rights of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such rights and there shall be no further adjustments to the Contract Term."

6-6.2 Extensions of Time.

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time without additional notice. The amount of time allowed by an extension shall be limited to the period of the delay giving rise to that extension as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-6.3 Payment for Delays.

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment or compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the period of the delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-6.4 Written Notice and Report.

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If the Contractor desires payment for a delay or an extension of time, the Contractor shall submit to the Project Manager a written request and report of cause within three (3) Working Days after the beginning of the delay unless such a request and report are impossible to submit due to the nature of the delay. In such a case, Contractor shall submit the request and report as soon thereafter as possible.

Such request and report of cause shall specify the nature of the delay and the conditions that set the beginning time of delay. If the delay is due to an inability to obtain materials or equipment, the request and report of cause must include the following items as appropriate under the circumstances: the date Contractor was first notified of the delay; the date the delay began; the exact description of the material, equipment or other cause of the delay; documentation showing when and from whom the delaying item was ordered; documentation of promise to deliver the delaying item; documentation of actual delivery date of the delaying item; description of how late delivery caused delay, including references to the construction schedule; documentation of measures taken to get prompt delivery; documentation of attempts to get delivery from other sources; description of steps taken in the Work scheduling to minimize effects of late delivery; a description of steps taken to get the Work back on schedule after delivery; and a statement of the actual time lost as a result of late delivery. Failure by the Contractor to file all of these items within the time specified herein will be considered grounds for rejection by the City, regardless of the merit of the issues raised in that notice."

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

The Contractor shall complete all Work within six (6) months of the City's Notice to Proceed.

6-8.1 Completion [see Greenbook].

6-8.2 Acceptance.

Greenbook Section 6-8.2 shall not be incorporated and shall be replaced as follows:

"Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Project Manager's judgment, the Contractor fully performed the Contract, the Project Manager will accept the Project.

The Project will not be considered complete until all required Work is completed, the Work site is cleaned up in accordance with Greenbook Section 7-8, the General Provisions, and the Special Provisions, and all of the following items have been received by the Project Manager:

1. "Notice of Completion" indicating approval by the City;
2. All written guarantees and warranties;
3. All "as-builts"; and
4. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the Project Manager in writing."

6-8.3 Warranty.

For the purposes of the calculation of the start of the warranty period, the Project shall be deemed to be completed on the last day of Work. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Project Manager's acceptance of the final item on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in Greenbook Section 6-8.3 at Contractor's own expense. The Contractor shall make all repairs, replacements, and restorations within thirty (30) Calendar Days of the date of the Project

Manager's written notice, unless that notice shall require such repairs, replacements, and restorations within another time frame. Additionally, the Contractor shall defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects or non-compliance.

No certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under this warranty. Payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

6-9 LIQUIDATED DAMAGES.

All references to \$250 in Greenbook Section 6-9 shall not be incorporated and shall be replaced with \$200.

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

7-2.1 General [see Greenbook].

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated into these Contract Documents.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Project is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 Copies of Wage Rates [additional to the Greenbook].

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 Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates all rate changes at each job site covered by these Contract Documents.

7-2.2.3 *Job Site Notices [additional to the Greenbook].*

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 *Failure to Pay Prevailing Rates [additional to the Greenbook].*

The Contractor 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

7-2.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of Contract award, employing apprentices, and paying training fund contributions. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor or any Subcontractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 *Payroll Records.*

Greenbook Section 7-2.3 is not incorporated into these Contract Documents. Instead, the following provision shall apply:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which require the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3)

inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated into these Contract Documents. Instead, the following provision shall apply:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

7-2.5 Registration with the DIR *[additional to the Greenbook]*.

A Contractor or Subcontractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded. Contractor 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 the Contract.

7-2.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Subcontractors *[additional to the Greenbook]*.

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Labor Code Sections 1720 *et seq.*, 1860 and 3700, and the Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 7-2 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be

required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

7-2.8 Debarred or Suspended Subcontractors *[additional to the Greenbook].*

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or 1777.7.

7-2.9 Prevailing Wage Indemnity *[additional to the Greenbook].*

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all attorneys' fees and other related costs and expenses.

7-2.10 Survival *[additional to the Greenbook].*

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-3 INSURANCE *[see Greenbook].*

Greenbook Section 7-3 is not incorporated and is replaced as follows:

"All insurance requirements shall be those listed as an attachment to the Contract. If an insurance document is not included as an attachment to the Contract, the City's INS-D form shall be incorporated herein by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not be incorporated into these Contract Documents.

7-4 INDEMNIFICATION *[additional to the Greenbook].*

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook].*

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees and agents (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens,

penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, employees, agents, Subcontractors, material suppliers or any of their officers or agents, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

7-4.2 Civil Code Exception *[additional to the Greenbook]*.

Nothing in this Section 7-4 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

7-4.3 Nonwaiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.4 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.5 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any construction work, the Contractor will be required to obtain all necessary

permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor and all Subcontractors shall each obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor and all Subcontractors shall bear all costs for their City Business Licenses.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, solid waste collection, street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made for this purpose.

7-8 WORKSITE MAINTENANCE.

Thorough clean-up shall be done as Work progresses at the end of each Working Day. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled," but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City. The City shall then deduct the cost of its cleaning from the next or any upcoming payments due to Contractor or from Contractor's retention.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make arrangements for any off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

7-8.1 General [see Greenbook].

7-8.2 Air Pollution Control [see Greenbook].

7-8.3 Noise Control [see Greenbook].

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials [see Greenbook].

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs).

The Contractor will be required to meet the minimum BMPs of providing a Stormwater Management Plan if the Project does not require a SWPPP according to the Ventura County Watershed Protection District. The Contractor shall submit a Best Management Practice (BMP) Plan for containing any wastewater or storm water runoff from the Project site including, but not limited to the following:

1. No placement of construction materials where they could enter Storm Drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.

5. Minimizing usage of water.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction-related debris on a daily basis.
8. Protecting Work areas from erosion.
9. Street sweeping at regular intervals required to control dust, debris, sediment and erosion.

The BMP Plan must be approved by the Project Manager before any Work begins. The City will monitor the adjacent Storm Drains and Streets for compliance. Failure of the Contractor to follow the approved BMP Plan will result in immediate clean-up by City and back-charging the Contractor for all costs plus fifteen percent (15%).

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP).

Greenbook Section 7-8.6.3 is not incorporated and is replaced as follows:

"If the nature of the Project requires the Contractor to file a Notice of Intent and SWPPP with the State regulatory agency, the Contractor shall do so. If this is not required, the Contractor shall submit a local SWPPP and a wet weather erosion control plan during the rainy season October 1st to April 15th to comply with City policy regarding storm water management. The Contractor shall take all necessary precautions to minimize storm water pollution and control the pollutants from entering the drainage system as directed by the City's representative. At any point, a local SWPPP is subject to change if the City determines the inadequacy of the approved SWPPP to address the pollutants of concern. Upon written notification by the City, the Contractor shall submit a revised SWPPP, subject to City approval, within five (5) Working Days following notification. Failure to do so could result in a stoppage of all Work without an extension in the time for completion of the Work."

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed and approved by the City Inspector before start of that operation.

Where Contractor damages, wholly or partially removes, or reduces the reflectivity of existing traffic striping, pavement markings, and curb markings, such striping or markings shall also be considered as existing improvements, and the Contractor shall repaint or replace such improvements. Relocations, repairs, replacements, or reestablishments shall be at least equal to the state of the striping, pavement markings and curb markings before Contractor began the Project or to the nearby improvements, whichever is higher quality, and shall match this standard in finish and dimensions unless otherwise specified.

All costs to the Contractor for marking, protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook]*.

All construction Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic until the Work called for in the Plans, Greenbook, General Provisions and Special Provisions and as directed by the Project Manager is complete.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for construction that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

"TEMPORARY NO PARKING" signs shall be posted at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is accepted by the City. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook]*.

7-10.2.1 Traffic Control Plan (TCP) *[additional to the Greenbook]*

All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan (TCP) for all phases of construction for review and shall conform to the Greenbook, General Provisions, Special Provisions, the MUTCD, the latest edition of Caltrans Standard Specifications and the SSP and must be approved by the Project Manager before construction. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of

opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the construction zone.

For construction in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one half (1/2) hour after the schoolday start time and one (1) hour before or one half (1/2) hour after schoolday end time. Contractor shall notify School District of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the MUTCD. Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

Advance warning signs must be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at seven (7) feet height. The Contractor shall post standard "NO STOPPING – CONSTRUCTION ZONE" signs forty-eight (48) hours before construction, not more than fifty (50) feet apart within the Work area, showing the date and time of construction.

The Contractor shall provide advance construction notification sign(s) at each end of the Project limits seven (7) Calendar Days before the start of construction at each site. Notification signs shall include the construction start and completion dates.

7-10.3 Haul Routes.

Greenbook Section 7-10.3, which is not be incorporated, is replaced as follows: "The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 Safety [see Greenbook].

7-10.4.1 Work Site Safety [see Greenbook].

7-10.4.1.1 General [see Greenbook].

7-10.4.1.2 Work Site Safety Official [see Greenbook].

7-10.4.2 Safety Orders [see Greenbook].

7-10.4.2.1 General [see Greenbook].

7-10.4.2.2 Shoring Plan [see Greenbook].

7-10.4.2.3 Payment [see Greenbook].

7-10.4.3 Use of Explosives [see Greenbook].

7-10.4.4 Hazardous Substances [see Greenbook].

7-10.4.5 Confined Spaces [see Greenbook].

7-10.4.5.1 Confined Space Entry Program (CSEP) [see Greenbook].

7-10.4.5.2 Permit-Required Confined Spaces [see Greenbook].

7-10.4.5.3 Payment [see Greenbook].

7-10.4.6 "Tailgate" or Safety Meetings [additional to the Greenbook].

The Contractor must submit to the Project Manager a written report by the end of every week of the "tailgate" or safety meeting(s) held by the Contractor and every Subcontractor working on the Project that week. The Contractor may require that every Subcontractor prepare its own weekly "tailgate" or safety meeting reports; however, every week the Contractor is still responsible for getting a copy of each Subcontractor's report to the Project Manager. Each written report shall include an agenda of the meeting topics, the date, time and location of the meeting, and a list of attendees.

7-10.5 Security and Protective Devices.

7-10.5.1 General [see Greenbook].

7-10.5.2 Security Fencing [see Greenbook].

7-10.5.3 *Steel Plate Covers [see Greenbook].*

7-10.5.4 *Protection of the Public [additional to the Greenbook].*

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work or partially removed facilities. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The requirements of the State Division of Industrial Safety for trenches, excavations and shoring shall apply to all aspects of this Project. Safety is stressed. Trenches, excavations and other openings, if any, shall be covered at the end of each Working Day. Any operations or situation that threatens the safety of workers or the public, including traffic control not in compliance with the approved traffic control plan and the MUTDC, shall cause the suspension of Work until corrections are made.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work, and shall be solely responsible for all construction methods and sequences.

Should the Contractor not comply with CalOSHA or federal OSHA safety requirements and the Project Manager find out, he or she may issue a Notice of Noncompliance. If the Project Manager does so, the Contractor will furnish and install additional or different measures at the Contractor's own expense. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Project Manager may direct City forces or another contractor to provide the necessary protective and warning devices as deemed appropriate by the Project Manager. The costs incurred by the City will be deducted from the Contractor's next payment and further payments as needed. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or change the Contractor's obligation to furnish and pay for these devices.

7-10.5.4.1

Emergencies [additional to the Greenbook].

Five (5) Calendar Days before the start of construction operations, the Contractor shall notify the Police and Fire Departments wherein the Project lies, giving the expected starting date, completion date and the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

Whenever an emergency exists and the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period,

the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished.

All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 *Public Notices [additional to the Greenbook].*

7-10.6.1 *Notification to Property Owners and Businesses [additional to the Greenbook].*

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice approved by the Project Manager before distribution. The Contractor must hand-deliver all notices to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 *Residents' Complaints [additional to the Greenbook].*

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor, in turn, shall contact the resident, inform the Project Manager within twenty-four (24) hours of the action to be taken, or both, at the Project Manager's discretion.

7-10.6.3 *Project Identification Sign [additional to the Greenbook].*

The Contractor must furnish portable changeable message signs if required by the City's Traffic Engineer. The Contractor shall program messages and place in location as directed, including periodic relocations as required. The Contractor must keep such signs clean and in good repair.

7-11 *PATENT FEES OR ROYALTIES [see Greenbook].*

7-12 *ADVERTISING [see Greenbook].*

Contractor shall not advertise or allow advertising at the Project site other than what is printed on trucks and equipment before the Work begins.

7-13 *LAWS TO BE OBSERVED [see Greenbook].*

7-14 *ANTITRUST CLAIMS [see Greenbook].*

7-15 *RECYCLING OF MATERIALS [additional to the Greenbook].*

Contractor must adhere to the City's recycling plans, which are incorporated by this reference

and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information [additional to the Greenbook].

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, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, change orders and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense.

7-16.2 Information Provided by Contractor [additional to the Greenbook].

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions [additional to the Greenbook].

Notwithstanding the above, these limitations shall not apply to information: (i) that is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) when such information is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; or (iii) that is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed. Before making any such disclosure listed in this paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order.

7-16.4 Enforcement [additional to the Greenbook].

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City [additional to the Greenbook].

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 Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

Greenbook Part 1, Section 8 is incorporated herein by this reference, except as modified herein. No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

8-1 GENERAL *[see Greenbook]*.

8-2 FIELD OFFICE FACILITIES *[see Greenbook]*.

8-2.1 Class "A" Field Office *[see Greenbook]*.

8-2.2 Class "B" Field Office *[see Greenbook]*.

8-2.3 Class "C" Field Office *[see Greenbook]*.

8-3 FIELD LABORATORIES *[see Greenbook]*.

8-3.1 Offsite at Manufacturing Plant *[see Greenbook]*.

8-3.2 At the Work Site *[see Greenbook]*.

8-4 BATHHOUSE FACILITIES *[see Greenbook]*.

8-5 REMOVAL OF FACILITIES *[see Greenbook]*.

8-6 BASIS OF PAYMENT *[see Greenbook]*.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General *[see Greenbook]*.

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights *[see Greenbook]*.

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General [see Greenbook].

9-3.2 Partial and Final Payment [see Greenbook].

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. The Contractor will measure WIP performed during the month and will submit a Quantify WIP, with the Project Inspector for payment backup. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

The City shall make payments within thirty (30) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of both the Greenbook and the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

9-3.2.3 Retention [additional to the Greenbook].

The City shall withhold five percent (5%) of the Contract Price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. If no claims have been filed or are pending by the end of the Contract Term, the City shall pay Contractor the amount retained except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment or as may be withheld for any other lawful purposes.

9-3.2.4 Final Invoice and Payment [additional to the Greenbook].

Whenever the Project is accepted, the Project Manager shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the Project Manager a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The Project Manager shall then file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

9-3.2.5 Substitute Security [additional to the Greenbook].

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control:

9-3.2.5.1 Substitution of Securities for Performance Retention [additional to the Greenbook].

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent to or greater in value than the total amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor under this Contract. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

9-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent [additional to the Greenbook].

As an alternative to the substitution of securities as provided above or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 9-3.2.5.1 above; this shall be at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 9-3.2.5.3 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section.

9-3.2.5.3 Subcontractor Entitlement to Interest [additional to the Greenbook].

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Calendar Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to insure performance of the Subcontractor.

9-3.2.5.4 Securities Eligible for Investment [additional to the Greenbook].

Securities eligible for investment shall include those listed in Public Contract Code Section 22300(c). The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

9-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention [additional to the Greenbook].

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

9-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements [additional to the Greenbook].

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

9-3.3 Delivered Materials [see Greenbook].

9-3.4 Mobilization.

Greenbook Section 9-3.4 is not incorporated and is replaced as follows: "Mobilization and demobilization costs are not allowed."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 9-4 in all contracts with its Subcontractors, and the Contractor

shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 10. ADDITIONAL TERMS *[additional to the Greenbook]*

10-1 LICENSES *[additional to the Greenbook]*.

The Contractor shall possess a valid Class C-13 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess a City of Oxnard business license at the time of Performance and Payment Bonds and insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT *[additional to the Greenbook]*.

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section 10-2. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 10-2 and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

10-3 NOTICE TO PROCEED *[additional to the Greenbook]*.

After award of this Contract, signing the Contract Documents and submission of insurance, Payment and Performance Bonds, and a copy of a City business license, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before all of the above have been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

10-4 CONTRACTOR'S RESPONSIBILITY FOR WORK *[additional to the Greenbook]*.

Until the final acceptance of the Project by the City as defined in Section 6-8.2 of the General Provisions, by written action of the Project Manager, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements or any other cause. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already

completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

10-5 DAMAGE TO PUBLIC PROPERTY [additional to the Greenbook].

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost.

10-6 REMOVAL OF INTERFERING OBSTRUCTIONS [additional to the Greenbook].

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation. The cost of any such removals are made a part of the Contract Unit Prices bid by the Contractor under the item for excavation or removal of existing Work.

10-7 SOILS ENGINEERING AND TESTING [additional to the Greenbook].

The City may retain a certified materials testing firm to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

10-8 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-9 WORKING DAYS AND HOURS [additional to the Greenbook].

Except as otherwise specified in the Special Provisions or a City-issued permit, no Work shall be performed by the Contractor on Saturdays, Sundays, or on any weekday before 7:00 a.m. or after 6:00 p.m. Additionally, no Work will be allowed on scheduled holidays observed by the City, any day the Contractor is prevented from working at the beginning of the Working Day for cause as specified in Section 6-6.1, and any day the Contractor is prevented from working during the first five (5) hours with at least sixty percent (60%) of the normal Work force for cause as specified in Section 6-6.1.

Whenever the Project Manager gives written permission or direction to the Contractor to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-10 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the

performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* ("Article 1.5") regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein.

Additionally, if this Project is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, Public Contract Code Section 9204 shall apply to all claims, which are separate Contractor demands sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; the City's payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; and payment of an amount that is disputed by the City. The Contractor must furnish reasonable documentation to support the claim. The City must respond within forty-five (45) days, and if the Contractor disputes the City's response, or if the City fails to respond within the time prescribed in Public Contract Code Section 9204, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; that demand must be in writing sent by registered mail or certified mail, return receipt requested. After that conference, any remaining disputed portion of the claim, as identified by the Contractor in writing, must be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. Unless otherwise agreed to by the City and the Contractor in writing, this mediation shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced. If a Subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the Contractor may present to the City a claim on behalf of that Subcontractor in accordance with Public Contract Code Section 9204.

10-11 THIRD PARTY CLAIMS [additional to the Greenbook].

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

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

10-12 COMPLIANCE WITH ALL LAWS [additional to the Greenbook].

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes

and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

10-13 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor 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 the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-14 CONFLICTS OF INTEREST [additional to the Greenbook].

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

10-15 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents 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 Contract shall be in the Ventura County Superior Court.

10-16 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-17 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor, Subcontractors and their officers, employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. The Contractor and Subcontractors have and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting the Contractor and/or Subcontractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as set forth in the Contract Documents, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents.

Except as the Project Manager may specify in writing, the Contractor, Subcontractors and their officers, employees and agents shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor, Subcontractors and their officers, employees and agents shall not, at any time or in

any manner, represent that they or any of their officers, employees or agents are in any manner officers, employees or agents of the City.

The Contractor and Subcontractors shall pay all required taxes on amounts paid to them under the Contract, and shall indemnify, defend, and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

The Contractor, Subcontractors and their officers, employees and agents shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor and Subcontractors' officers, employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor, Subcontractors and their officers, employees and agents 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.

10-18 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter in this Contract Documents, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted all or a portion of that document.

10-19 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member of the public a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract Documents intended to establish a standard of care owed to the public or any member of the public.

10-20 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver or preclude any exercise of that right or remedy or any other right or remedy provided under these Contract Documents, or any other right or remedy otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-21 CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition

to every other right or remedy provided in these Contract Documents or otherwise available at law or in equity.

10-22 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Tasks, the City has accepted all Tasks, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

10-23 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service on a Business Day during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other in writing.

10-24 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 206 – MISCELLANEOUS METAL ITEMS.

206-1 STRUCTURAL STEEL, RIVETS, BOLTS, PINS, AND ANCHOR BOLTS.

206-1.1 Requirements [see Greenbook].

206-1.1.1 General [see Greenbook].

206-1.1.2 Certification [see Greenbook].

Greenbook Section 206-1.1.3 is not incorporated.

206-1.1.4 Stock Material [see Greenbook].

206-1.1.5 Mill Tolerance [see Greenbook].

206-1.2 Structural Steel.

206-1.2.1 Stock Materials [see Greenbook].

206-1.2.2 High-Strength Low-Alloy Structural Steel [see Greenbook].

206-1.2.3 Copper Bearing Structural Steel [see Greenbook].

206-1.3 Rivets

206-1.3.1 Stock Material [see Greenbook].

206-1.3.2 High-Strength Structural Steel Rivets [see Greenbook]

206-1.3.3 Structural Steel Rivets [see Greenbook]

206-1.4 Bolts

206-1.4.1 Unfinished Bolts [see Greenbook]

206-1.4.2 High-Strength Bolts [see Greenbook].

206-1.4.3 Anchor Bolts [see Greenbook].

206-1.5 Mild Steel Forgings for Structural Purposes [see Greenbook]].

206-2 STEEL CASTINGS.

206-2.1 General [see Greenbook].

206-2.2 Test Specimens [see Greenbook].

206-2.3 High-Strength Steel Casting for Structural Purposes [see Greenbook].

206-2.4 Mild-to-Medium Carbon Steel Castings for General Application [see Greenbook].

206-3 GRAY IRON AND DUCTILE IRON CASTING.

Greenbook Section 206-3 is not incorporated.

206-4 BRONZE CASTINGS.

Greenbook Section 206-4 is not incorporated.

206-5 METAL RAILINGS.

Greenbook Section 206-5 is not incorporated.

206-6 CHAIN LINK FENCE.

206-6.1 General [see Greenbook].

206-6.2 Material for Posts, Rails and Braces [see Greenbook].

206-6.3.1 Galvanized Fabric. [see Greenbook].

206-6.3.2 Polyvinyl Chloride (PVC) Coated Fabric [see Greenbook].

206-6.4 Tension Wires and Fabric Ties [see Greenbook].

206-6.3 Chain Link Fabric [see Greenbook] 206-6.5 Truss or Tension Rods [see Greenbook].

206-6.6 Fittings [see Greenbook].

206-6.7 Barbed Wire

Greenbook Section 206-6.7 is not incorporated

206-6.8 Repair of Damaged Coatings [see Greenbook].

206-6.9 Security Fencing [see Greenbook].

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-1 STRUCTURAL STEEL.

304-1.1 General.

304-1.1.1 Shop Drawings [see Greenbook].

304-1.1.2 Falsework Plans [see Greenbook].

304-1.2 Methods and Equipment [see Greenbook].

304-1.3 Inspection [see Greenbook].

304-1.4 Steel Structures [see Greenbook].

304-1.5 Workmanship [see Greenbook]

304-1.5.1 General [see Greenbook].

304-1.5.2 Holes for Bolts and Rivets [see Greenbook].

304-1.5.3 Reamed Work [see Greenbook].

304-1.5.4 Drilled Holes [see Greenbook].

304-1.5.5 Assembling Steel [see Greenbook].

304-1.5.6 Riveting [see Greenbook].

304-1.5.7 Bolted Connections [see Greenbook].

304-1.6 Joint and Connections.

304-1.6.1 Edge Planing [see Greenbook].

304-1.6.2 Facing of Bearing Surfaces [see Greenbook].

304-1.6.3 Abutting Joints [see Greenbook].

304-1.6.4 End Connection Angles [see Greenbook].

304-1.6.5 Web Plates [see Greenbook].

304-1.6.6 Fit of Stiffeners [see Greenbook].

304-1.6.7 Pin and Bolted Connections [see Greenbook].

304-1.6.8 Pins and Rollers [see Greenbook].

304-1.6.9 Screw Threads [see Greenbook].

304-1.7 Bearings and Anchorage [see Greenbook].

304-1.8 Expansion and Rotation Assemblies [see Greenbook].

304-1.9 Welding [see Greenbook].

304-1.10 Torch Cutting [see Greenbook].

304-1.11 Bent Plates [see Greenbook].

304-1.12 Measurement and Payment

304-1.12.1 General [see Greenbook].

304-1.12.2 Scale Weights [see Greenbook].

304-1.12.3 Computed Weights [see Greenbook].

304-1.12.4 Payment [see Greenbook].

304-2 METAL HAND RAILINGS

304-2.1 General [see Greenbook].

304-2.2 Fabrication [see Greenbook].

304-2.3 Installation [see Greenbook].

304-2.4 Measurement and Payment [see Greenbook].

304-3 CHAIN LINK FENCE.

304-3.1 General [see Greenbook].

304-3.2 Fence Construction [see Greenbook].

304-3.3 Installation of Gates [see Greenbook].

304-3.4 Measurement and Payment [see Greenbook].

304-4 STRUCTURAL STEEL PLATE PIPE AND ARCH CONSTRUCTION.

304-4.1 General [see Greenbook].

304-4.2 Structures and Footings [see Greenbook].

304-4.3 Plate Assembly [see Greenbook].

304-5 SECURITY FENCING

304-5.1 General [see Greenbook].

304-5.2 Payment [see Greenbook]

SPECIAL PROVISIONS

SECTION 1000. WORK TO BE ACCOMPLISHED

1000-1 DESCRIPTION

Remove and dispose of existing fencing, furnish and install wrought iron fences and gates at locations shown on the maps. The workmanship will be prescribed by this special specification, in conformity with details shown on the maps and/or as directed/approved by the Project Manager or his or her representative.

1000-2 SITE INSPECTION

All Bidders should satisfy themselves as to the construction conditions by personal examination of the site described in this document. Bidders are encouraged to make any investigation necessary to assess the nature of the construction and the difficulties to be encountered.

1000-3 MATERIALS

Furnish materials in accordance with the details shown on the bid sheet. The materials for the fence include posts, pickets, rails, post caps and all necessary fittings and appurtenances required for proper installation. The Contractor will provide the Project Manager or his or her representative with the specifications of all items for the fence and gates for approval before installation. Use only new materials.

1000-4 CONSTRUCTION

Before work commences in the area, the Contractor will inform and inspect the site with the Project Manager or his or her representative. After the construction is complete, the Contractor will again inspect the site with the Project Manager or his or her representative for approval. The Project Manager or his or her representative will periodically monitor the construction of work to determine if the work is being performed in accordance with the contract requirements.

All the material for the new fence panels will be first approved by the Project Manager or his or her representative. The new fence will including but not limited to posts, pickets, rails, post caps will be installed at locations shown on the plans and/or as directed by the Project Manager or his or her representative. The concrete footing for the new posts will be as detailed in the specifications and/or as directed by the Project Manager or his or her representative.

Painting will be by hand or spray. Two coats will be required on all parts. The final surface will be of even color without streaks, drips, bubbles, incomplete coverage or any other surface imperfection. Paint finish will be powder coated for ease of long-term maintenance. If necessary, the fence will be reinforced at the joints with either welding or welded on metal that will not detract from the decorative appeal of the fence. All welding will be performed in a workman-like manner with solid joints of minimum protrusion.

The completed fence will be solid and have minimal flexure. Any excessive splatter of the weld will be ground off. The Contractor will install new manual gate and all necessary fittings and appurtenances as provided in the specifications and/or as directed by the Project Manager or

his or her representative.

Concrete for fence posts shall be class 520-C-2500 as per Section 201 of the Greenbook, with a minimum compressive strength of 2500 psi. Posts shall be embedded at least 30" into 36" deep, 8" min diameter concrete footing.

1000-5 DEMOLITION AND REMOVAL OF EXISTING FENCE AND GATES

Contractor shall remove existing fence and gates in the areas shown on the plans including posts (minimum 3" below grade), top of footings to 3" below grade and any attachments. Hauling and disposal of demolished material off-site shall be the contractor's responsibility and shall not constitute a pay item but shall be considered incidental to fence and gate construction. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered that must be removed or relocated, the Contractor shall advise the Project Manager or his or her representative who will notify the proper local authority or owner and attempt to secure prompt action. The holes or openings shall be backfilled with acceptable material and properly compacted.

1000-6 MEASUREMENTS

The installation of new fence panels will be measured by the foot of fence installed. Posts will be measured by the each. The gates installed will be measured as each gate installed.

1000-7 SPECIFICATIONS

LMD 31 - Rancho De La Rosa

Exterior fence and gate along Rose Avenue and Camino Del Sol. 2,116 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts. 2,116 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar fencing or equal. One (1) 6' x 12' Double Drive Gate.

LMD 34 – Sunrise Pt/Sunset Cove

724 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts. 724 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar Iron fencing or equal. Two (2) 6' x 12' Double Gates. One (1) 6' x 4' Pass Gates.

LMD 36 – Villa Santa Cruz/Villa Carmel

1,376 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts. 1,376 LFT: Install 48" 2-Rail Black Majestic Montage Plus Ameristar Iron or equal. One (1) 6' x 12' Double Drive Gate.

LMD 38 – Aldea Del Mar

1,256 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts. 1,256 LFT: Install 24" 2-Rail Majestic Montage Plus Ameristar Iron or equal.

LMD 39 – DR Horton 850 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts. 850 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar Iron or equal. One (1) 6' x 12' Double Gate.

LMD 42 – Cantabria/Coronado

2,151 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts. 2,151 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar Iron or equal. Five (5) 6' x 12' Double Gate.

LMD 46 – Daily Ranch 1,920 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts. 1,920 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar Iron or equal. One (1) 6' x 12' Double Gate.

LMD 47 – Sycamore Place 1,400 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts. 1,400 LFT: Install 48" 2-Rail Black Majestic Montage Plus Ameristar Iron or equal.

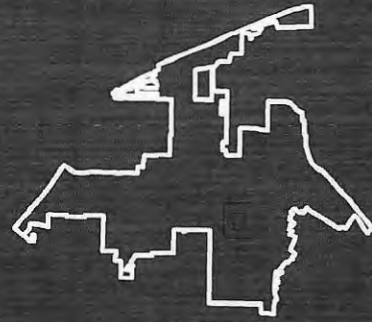
CFD Riverpark - Approximately 270 linear feet of 6' Ameristar Perma Coat Chain Link vinyl fencing or equal, one (1) 4 ft wide ADA man gate, and one (1) 25-30 ft. cantilever gate

CFD Seabridge - Remove existing mechanical gate component. Convert existing gate to manual gate replacing casters for ease of closure. Install locking mechanism to the gate.

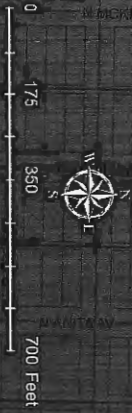
CITY OF OXNARD

Map of Authorized Improvements

LMD No. 31 (Rancho De La Rosa)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY

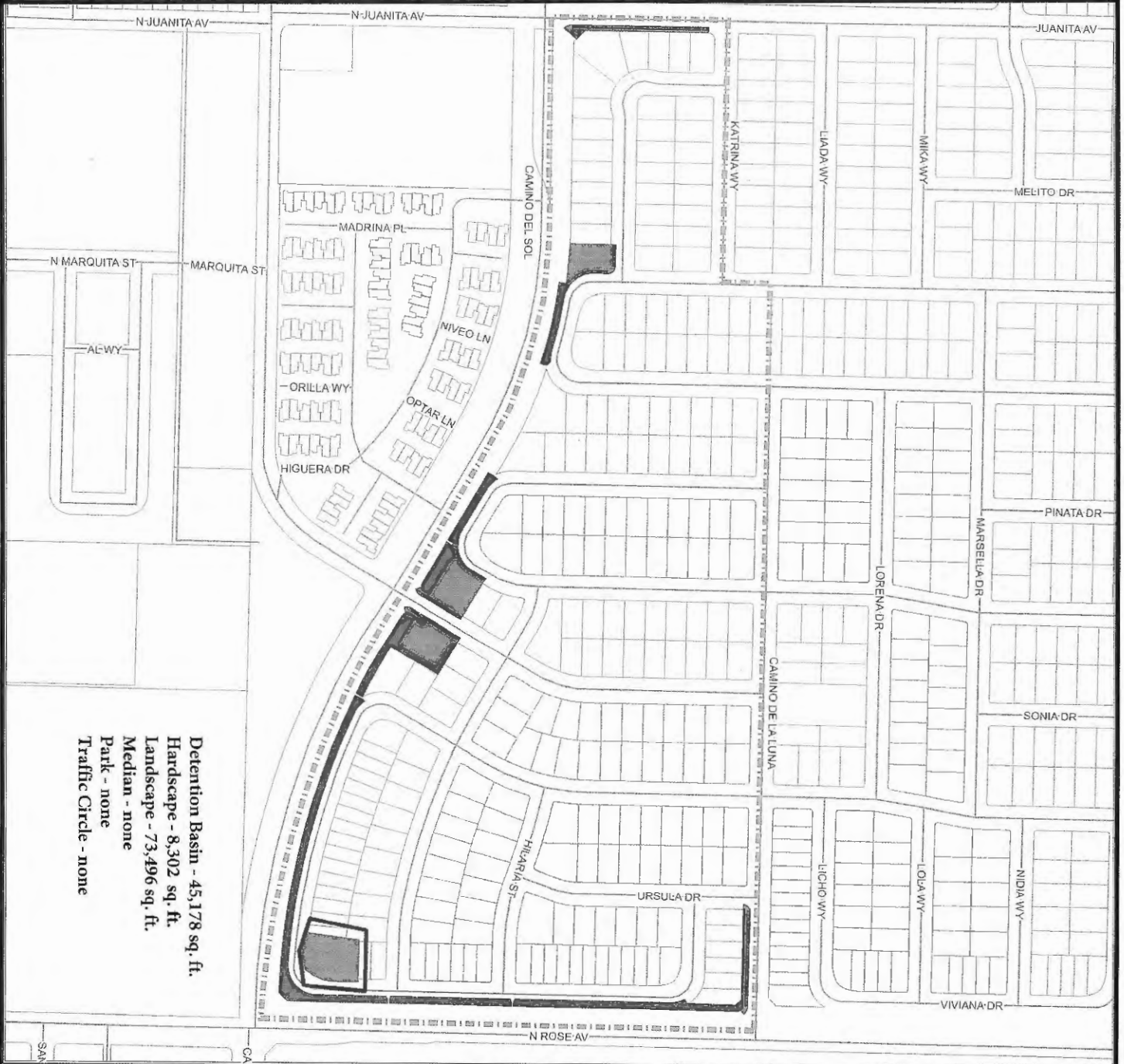


Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 1 of 2



Detention Basin - 45,178 sq. ft.
Hardscape - 8,302 sq. ft.
Landscape - 73,496 sq. ft.
Median - none
Park - none
Traffic Circle - none

CITY OF OXNARD

Map of Authorized Improvements

IMD No. 34
(Sunrise Pointe & Sunset Cove)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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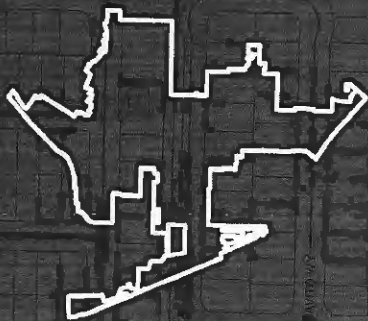
Detention Basin - 37,541 sq. ft.
Hardscape - 5,823 sq. ft.
Landscape - 11,627 sq. ft.
Median - none
Park - none
Traffic Circle - 423 sq. ft.

Note: IMD No. 33 responsible for a portion of Kohala Street Basin

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 36 (Villa Santa Cruz & Villa Carmel)



- DETECTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



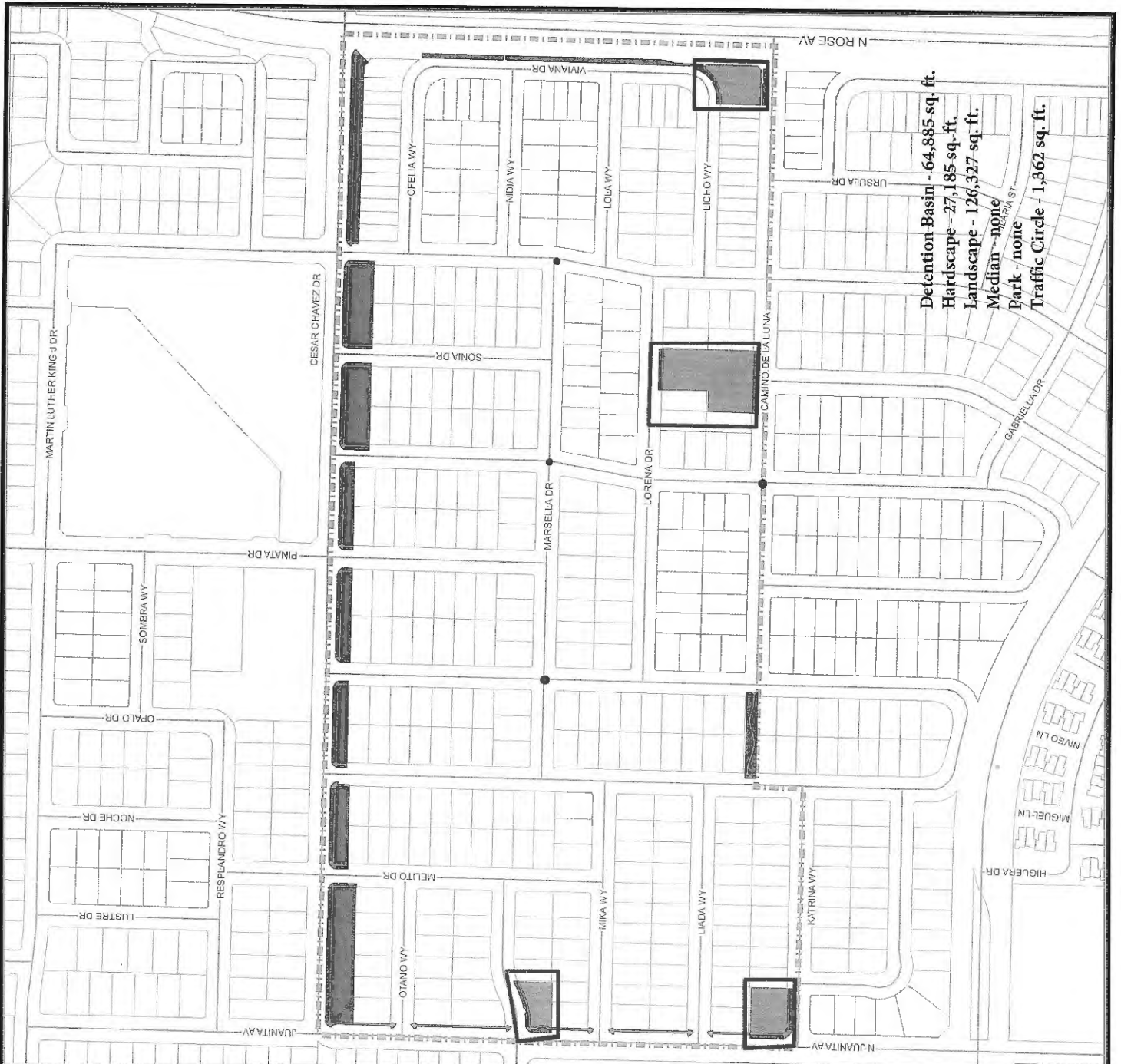
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Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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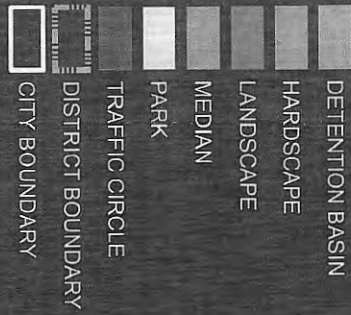
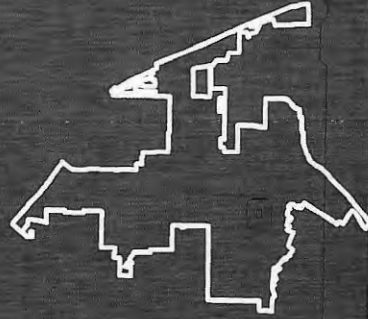


Detention Basin - 64,885 sq. ft.
 Hardscape - 27,185 sq. ft.
 Landscape - 126,327 sq. ft.
 Median - none
 Park - none
 Traffic Circle - 1,362 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 38 (Aldea Del Mar)

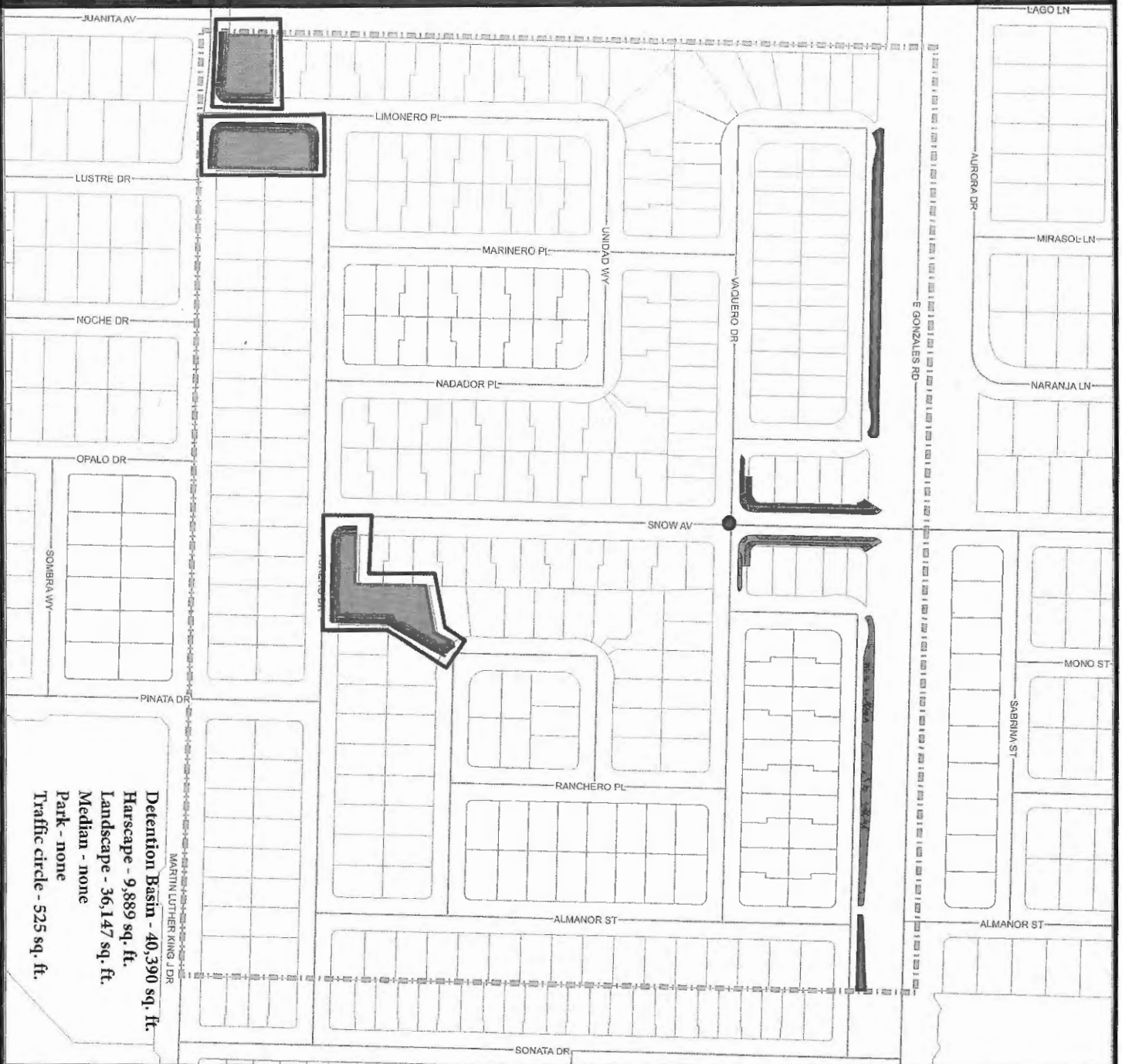


Coordinate System: NAD 1983 StatePlane California
FIPS 0-403 Feet

Source: City of Oxnard & Ventura County

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Detention Basin - 40,390 sq. ft.
Hardscape - 9,889 sq. ft.
Landscape - 36,147 sq. ft.
Median - none
Park - none
Traffic circle - 525 sq. ft.

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 39 (Promesa/Sueno and DR Horton/Seawinds)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 355 710 Feet

Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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CITY OF OXNARD

Map of Authorized Improvements

LMD No. 40 (Cantada)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



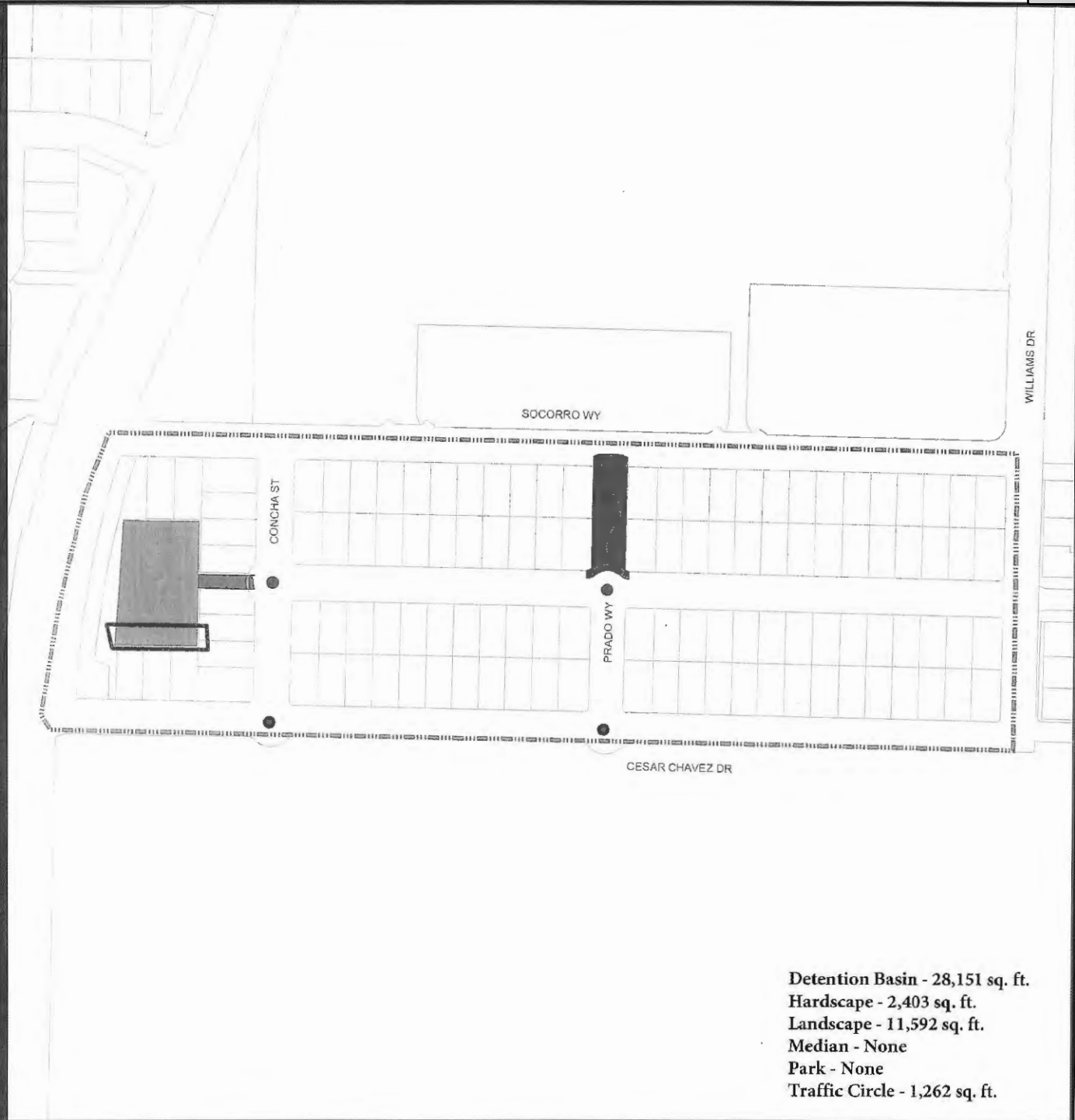
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Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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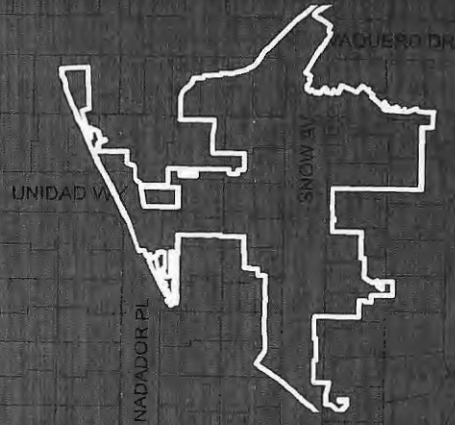


Detention Basin - 28,151 sq. ft.
Hardscape - 2,403 sq. ft.
Landscape - 11,592 sq. ft.
Median - None
Park - None
Traffic Circle - 1,262 sq. ft.

CITY OF OXNARD

Maintenance Cost Responsibility

LMD No. 42 (Cantabria & Coronado)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



RESPLANDRO WY

Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

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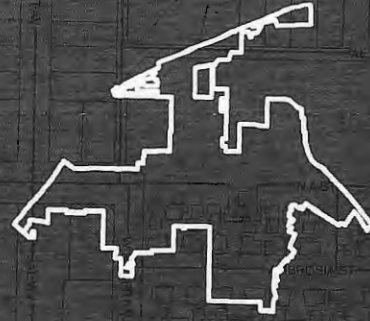
Page 1 of 2



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 46 (Daily Ranch)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017 Page 1 of 2



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 47 (Sycamore Place)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



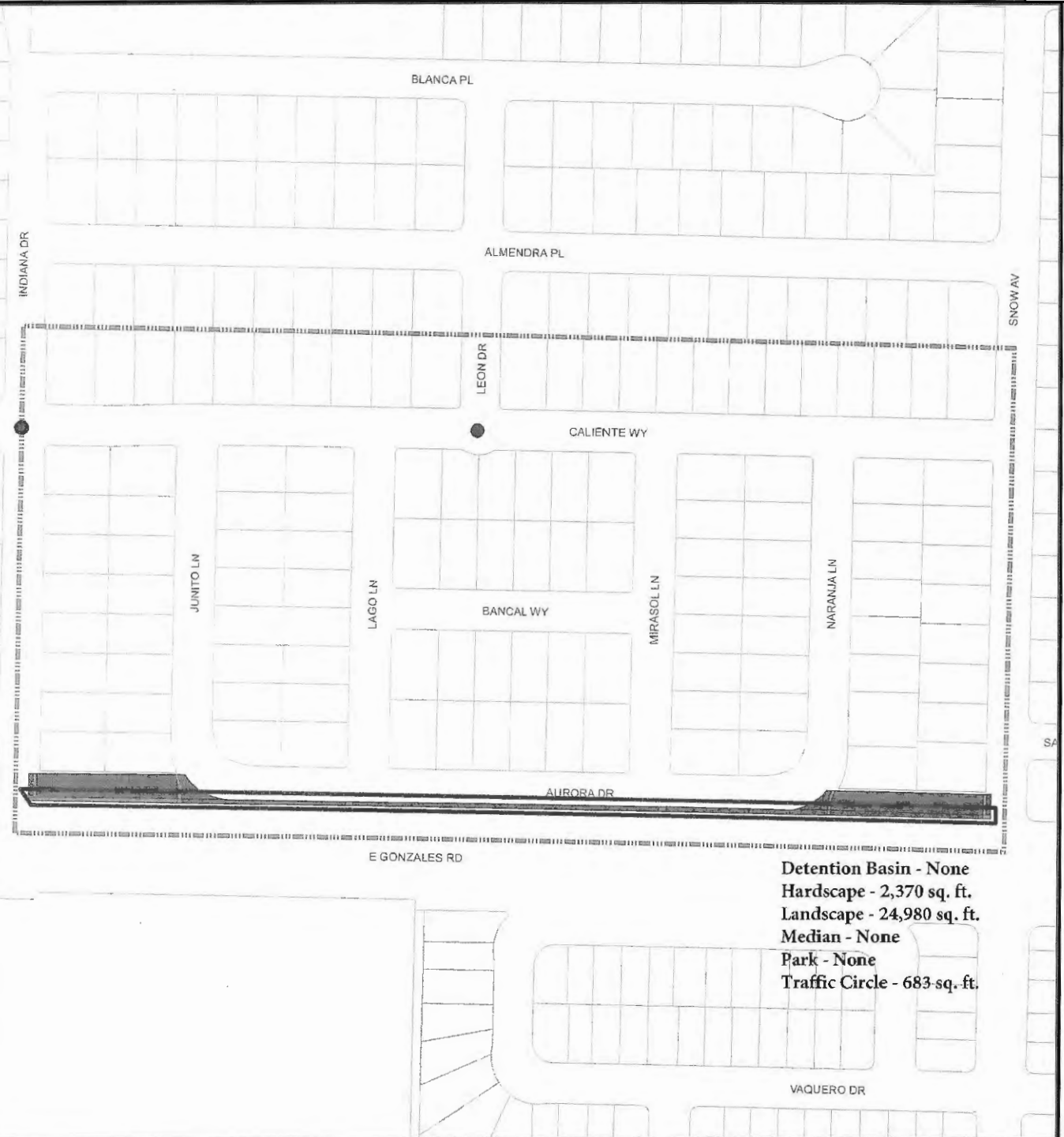
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Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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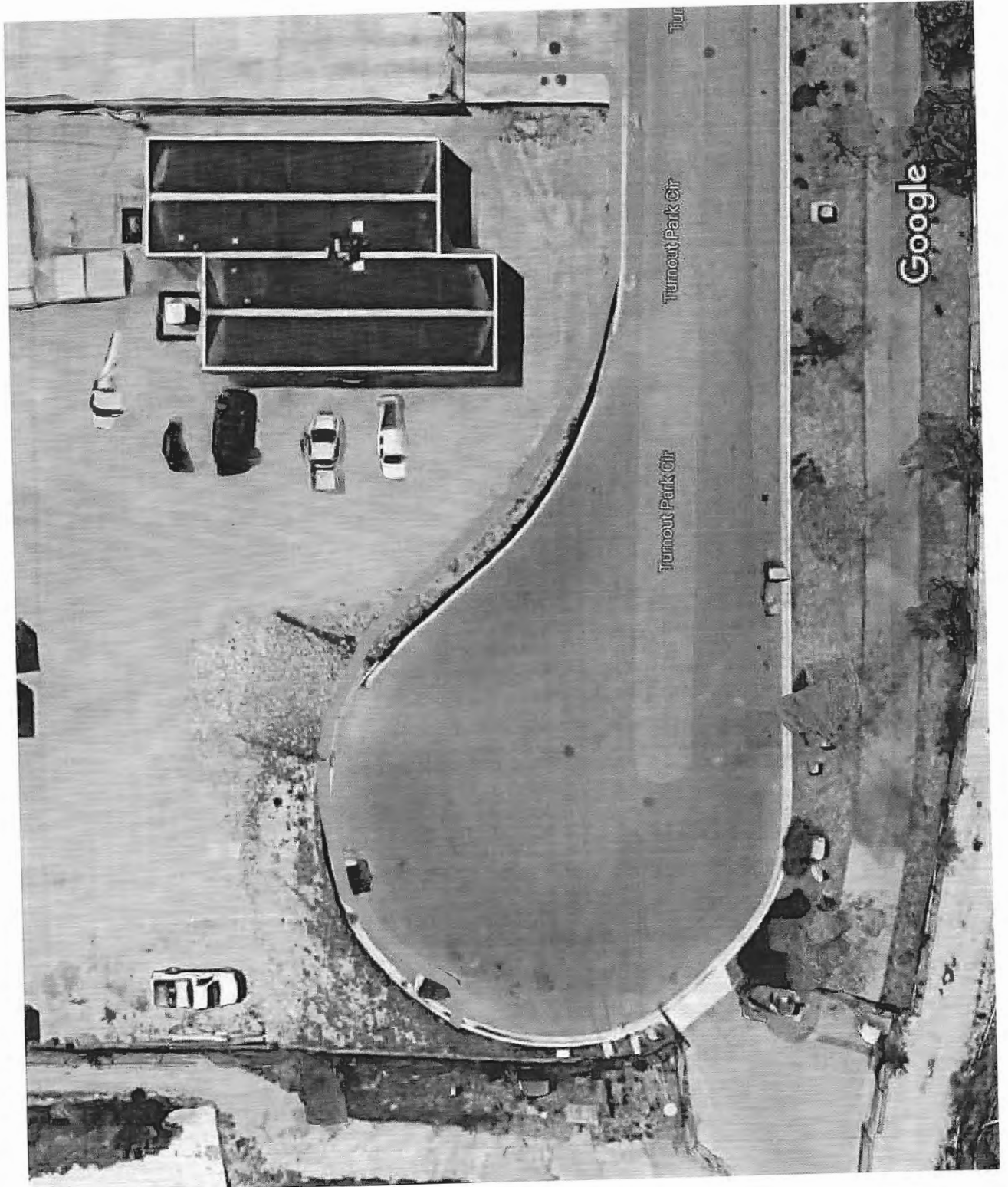


Seabridge Yard Gate

Napoli Drive and Harbor Island Lane



Riverpark Fence & Gate



BID PACKET



FOR FENCING PROJECT

SD 18-23

Submitted by:

Contractor's Name: FENCEWORKS INC
Address: 870 N. MAIN ST.
City: RIVERSIDE State: CA Zip Code: 92501
Contact Person: Alan Kay Phone: 951-788-8620
Email: akay@fenceworks.us Date: 12/5/17

Public Works Department
 305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



November 29, 2017

ADDENDUM NO. 1
Fencing Project
SD 18-23

SCHEDULED BID DUE DATE: 4:00 p.m. December 7, 2017

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification.

This addendum forms a part of the bid documents and provides clarification as follows:

Question: Do contractors have to remove and haul away only the existing iron and fencing materials and the gates or do they have to remove existing iron fence, gates and also all footings and the corner posts.

Answer: Contractors need to remove everything, including the footings and corner posts, etc. These are full fence replacements. All haul away and disposal should be included within the bid.

Addendum No. 1 Received: Date: 12-2-17

FENCEWORKS INC
 Contractor's Name

[Signature]
 Authorized Signature

ALAN KAY
 Name and Title

870 N. Main St.
 Address

RIVERSIDE, CA 92501
 City State Zip Code

951-788-5620
 Telephone Number, Including Area Code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



December 6, 2017

ADDENDUM NO. 2
Fencing Project
SD 18-23

SCHEDULED BID DUE DATE: 4:00 p.m. on December 11, 2017

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents as follows:

1. BID DUE DATE:

The city will receive such Bids at Oxnard city Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until 4:00 p.m. on **December 11, 2017**. There will be a public bid opening immediately afterwards at 305 West Third Street, First floor Oxnard, California 93030 at the City Council Chambers.

Addendum No.2 Received: Date: 12-7-17

FENCEWORKS INC

Contractor's Name

[Signature]

Authorized Signature

Alan Kay EVF

Name and Title

870 N. MAIN ST.

Address

RIVERSIDE, CA 92501

City

State Zip Code

951-788-5620

Telephone Number, Including Area Code

BID FOR FENCING PROJECT SD 18-23

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Fencing Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/5/17 [date], at RIVERSIDE [city], CA [state].

Bidder's Name (Company): FENCEWORKS INC.
 Signature: [Signature] Title: EVP

Print:

Alan Kay EJA

Date:

12/5/17

CITY OF OXNARD

BID SHEETS FOR FENCING PROJECT SD 18-23

Bidder's Name:

FENCEWORKS INC

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	FENCE LOCATION	PAYMENT REFERENCE	TOTAL COST (FOR EACH ROW)
1.	LMD 31 - Rancho De La Rosa	2,116 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts 2,116 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar fencing or equal One (1) 6' x 12' Double Drive Gate	\$ 124,267 ⁰⁰
2.	LMD 34 - Sunrise Pt/Sunset Cove	724 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts 724 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar Iron fencing or equal Two (2) 6' x 12' Double Gates One (1) 6' x 4' Pass Gates	\$ 48,801 ⁴⁰
3.	LMD 36 - Villa Santa Cruz/Villa Carmel	1,376 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts 1,376 LFT: Install 48" 2-Rail Black Majestic Montage Plus Ameristar Iron or equal One (1) 6' x 12' Double Drive Gate	\$ 79,283 ⁰⁰
4.	LMD 38 - Aldea Del Mar	1,256 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts 1,256 LFT: Install 24" 2-Rail Majestic Montage Plus Ameristar Iron or equal	\$ 71,906 ⁰⁰

ITEM NO.	FENCE LOCATION	PAYMENT REFERENCE	TOTAL COST (FOR EACH ROW)
5.	LMD 39 – DR Horton	850 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts 850 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar Iron or equal One (1) 6' x 12' Double Gate	\$ 51,662 ⁵⁰
6.	LMD 42 – Cantabria/Coronado	2,151 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts 2,151 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar Iron or equal Five (5) 6' x 12' Double Gate	\$ 137,934 ⁸⁵
7.	LMD 46 – Daily Ranch	1,920 LFT: Remove and haul away existing iron and fencing materials including but not limited to all exposed footings, gates and corner posts 1,920 LFT: Install 6' 2-Rail Black Majestic Montage Plus Ameristar Iron or equal One (1) 6' x 12' Double Gate	\$ 113,027 ⁰⁰
8.	CFD – Riverpark	Approximately 270 linear feet of 6' Ameristar Perma Coat Chain Link vinyl fencing or equal, one (1) 4 ft wide ADA man gate, and one (1) 25-30 ft. cantilever gate	\$ 21,856 ⁰⁰
9.	CFD - Seabridge	Remove existing mechanical gate component. Convert existing gate to manual gate replacing casters for ease of closure. Install locking mechanism to the gate.	\$ 10,670 ⁰⁰

Note: The cost of all labor, materials, export of material shall be included in the above costs; no additional compensation will be granted for such expenses. All bids must include industrial hardware, structural posts and CMU core drilling on block walls.

Please refer to the Assessment Districts' Site Maps, available at the end of the Special Provisions, for individual property locations.

Please note if there is a price break for servicing all locations. Bidders will be selected based on the lowest bid per district. Bidder may not be awarded all districts.

TOTAL BID PRICE IN DIGITS: \$

659 408³⁵

TOTAL BID PRICE IN WORDS:

SIX HUNDRED FIFTY NINE THOUSAND, FOUR HUNDRED EIGHT AND THIRTY FIVE CENTS.

*** The lowest Bid will be determined on the
basis of the lowest total cost for each fence. ***

Contractor must complete all Work within six (6) months of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:

#01	<u>12-2-17</u>
#02	<u>12-7-17</u>
#03	<u>NA</u>
#04	<u>✓</u>

Addendum: Date Received:

#05	<u>NA</u>
#06	<u>↓</u>
#07	<u>↓</u>
#08	<u>↓</u>

Bidder's Name (Company):

FENCEWORKS INC.

Signature:

[Signature]

Title:

EVP

Print:

ALAN RAY

Date:

12/5/17

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

(1) Bidder's Name: FENCEWORKS INC

(2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?

MELVIN LEE KAY

* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.

(3) Business Address: 870 N. MAIN ST., RIVERSIDE CA 92501

Phone 1: 951-788-5620 Phone 2: 805-933-4522

Email: jkay@fenceworks.us

(4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): S-Corp

Organized under the laws of the State of: CALIFORNIA

(5) California State Contractor's License Number and Class: 299964 B,C-13

Original Date Issued: 11/12/74 Expiration Date: 7/31/19

(6) DIR Contractor Registration Number: 1000008935

(7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO

(8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:

JASON OSTEANDER - PRES 951-788-5620 SAME AS ABOVE

ALAN KAY - Sr. EVA 951-788-5620 SAME AS ABOVE

JERRY KAY - EVA 805-933-4522 891 CORP ST, SANTA ANA, CA 92706

(9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

GOLDEN STATE FENCE Co.

- (10) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

NA

- (11) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

NA

- b. Briefly summarize the parties' claims and defenses:

NA

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

NA

- (12) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

NA

- (13) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

NA

- (14) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

NA

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

- (15) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any agency or individual for labor compliance? Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any such claims/actions unresolved/outstanding? Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

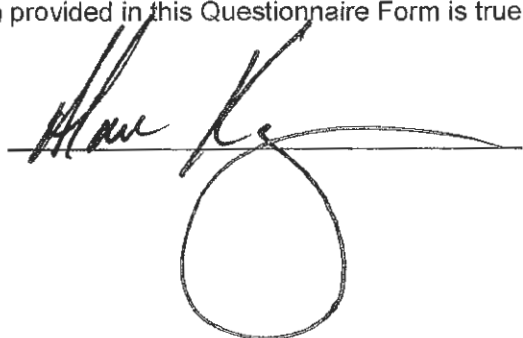
NA

- (16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. DISTRICT 40 CANTADA
2. DISTRICT 38 ALDEA DEL MAR
3. DISTRICT 33 EL PASO

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: 

Title: S.E.R.

Date: 12/5/17

This Questionnaire Form must be notarized below.

State of California)

County of RIVERSIDE) ss

City of RIVERSIDE)

On 12/5/17 before me, Shannon Cardillo, Notary Public

(insert name and title of the officer) personally appeared ALAN KAY Sr. EVR

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

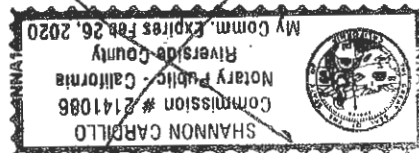
instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that

the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

Shannon Cardillo

(Seal)



REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If this information does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: AMERISTAR FENCE & SOUNDWALL

Construction Dates From: 7/25/16 To: 12/15/16

Agency Name: CASRILLO Economic Development CORP "CEDC"

Project Manager: JUAN AYON Telephone: 805-797-2436

Original Contract Amount: \$59,782.- Final Contract Amount: \$108,185.-

Did you file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☐

Project 2 Description: AMERISTAR FENCE & BLACK VINYL CHAIR/MILK

Construction Dates From: 8-1-16 To: 3-10-17

Agency Name: SHEA HOMES Co. Calif.

Project Manager: TONY MACROD Telephone: 805-823-3278

Original Contract Amount: \$250,957.- Final Contract Amount: \$320,896.-

Did you file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

Project 3 Description: LODGE POLE PINK RAIL FENCE

Construction Dates From: 2-27-17 To: 5-5-17

Agency Name: TAET Electric for City of Buena Vista

Project Manager: Chris Targett Telephone: 805-642-0121

Original Contract Amount: \$30,420. Final Contract Amount: \$30,420.

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: Alan Kay

Signature: [Signature]

Title: PEVP

Date: 12/5/17

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page onto blue paper and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
NA					
↓					

Bidder's Name:

Alan Kay - Fence Works

Signature:

[Signature]

Title:

SEVP

Date:

12/5/17

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

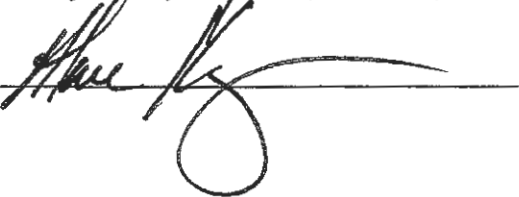
INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2017 (so far)	2016	2015	2014	2013	2012	Total
Number of contracts							
Total dollar amount of contracts (in thousands)	0	0	0	0	0	0	0
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	5	1	7	7	11	5	36
Number of lost workday cases involving permanent transfer to another job or termination of employment	9	13	8	7	10	10	57

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: Alan Kay - FENCEWORKS

Signature:  Title: Sr. EVA Date: 12/5/17

(Continuation of Noncollusion Declaration)

State of California)

County of RIVERSIDE) ssCity of RIVERSIDE)On 12/5/17 before me,Shannon Cardillo, Notary Public (insert name and title of the officer)personally appeared Alan Ray, 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

Shannon Cardillo

(Seal)



CITY OF OXNARD
Fencing Project
SD 18-23

ESCROW BID DOCUMENTS COVER PAGE

ESCROW BID DOCUMENT CERTIFICATION

The undersigned hereby certifies under penalty of perjury that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the Fencing Project, and that I have personally examined these contents and have found that this bid documentation is complete.

By: Alan Kay
Title: Sr. Est.
Firm: FENCEWORKS INC
Date: 12/5/17

*IF PROJECT BID IS IN EXCESS OF \$500,000, IT REQUIRES SUBMITTAL OF ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3) BUSINESS DAYS FOLLOWING BID OPENING:

THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO:

Public Works
305 W. 3rd Street, East Wing, 3rd floor
Oxnard, CA 93030
Attn: Renee Hatcher

SMALL LOCAL BUSINESS PURCHASING PREFERENCE REQUEST

The City offers a bidding preference for small local businesses. A small local business is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its Bid held a current City business license;
2. Has maintained within the City of Oxnard's boundaries its principal business office, which is defined as the place where the principal officers or owners generally transact business, to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business;
3. Has average annual gross receipts of \$20 million or less over the 36 months immediately preceding submittal of its Bid; and
4. Employs fewer than 100 employees.

Additionally, a small local business must certify one of the following:

5. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
6. For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder submits with its Bid a certification confirming it has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Contractor's Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Please note that under City Code Section 4-2, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-2.

If you wish to certify as a small local business, please submit the certification on the next page with the rest of your Bid.

FENCING PROJECT NO. SD 18-23

**SMALL LOCAL BUSINESS PURCHASING PREFERENCE:
BIDDER'S CERTIFICATION**

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
- ☐ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

By: _____

Title: _____

Bidder: _____

Date: _____

By: _____

Title: _____

Bidder: _____

Date: _____



*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

NA

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

I/we am/are the Sr. EVA of FENCEWORKS INC.
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/5/17 [date], at RIVERSIDE [city], CA [state].

Bidder's Name: Alan Kay

Signature: Alan Kay Title: Sr. EVA Date: 12/5/17

This Noncollusion Declaration must be notarized on the following page.

BIDDER INFORMATION SUMMARY

SD 18-23

Fencing Project

Bid Opening 12/11/17

Review completed by Renee Hatcher 12/12/17

	City Business License	California Contractor's License	DIR Registration	DOL / OSHA Reports	DIR Disbarment	Secty of State
Contractor						
Fenceworks, Inc.	19-021539	Current	Current	Yes, see report	No	C20141165
Subcontractors						
None						



Changes will not be saved unless you first sign in.

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BY THE NUMBERS

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View

Save As...
Revert
Based on
Business Data
Businesses with
a current
Business Tax
Certificate

	Classification	Units	BusinessName	Ad
1	CONTRACTOR LOC OUTSIDE CITY		GOLDEN STATE FENCE CO	OUT:

Classification	CONTRACTOR LOC OUTSIDE CITY	TaxCertNum	19-021539
Units		Expires	10/31/2018
BusinessName	GOLDEN STATE FENCE CO	Owner	FENCEWORKS,INC
Address	OUTSIDE OF OXNARD	MailingAddress1	870 N MAIN ST

Viewing row 1 of 1



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 299964

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 12/12/2017 8:52:02 AM

Business Information

FENCEWORKS INC
dba GOLDEN STATE FENCE COMPANY

870 N MAIN ST
RIVERSIDE, CA 92501
Business Phone Number:(951) 788-5620

Entity Corporation
Issue Date 11/12/1974
Reissue Date 07/09/1999
Expire Date **07/31/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C29 - MASONRY
B - GENERAL BUILDING CONTRACTOR
C13 - FENCING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 244219

Bond Amount: \$15,000

Effective Date: 03/19/2017

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual MELVIN LEE KAY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/25/2000

BQI's Bond History

Workers' Compensation

State of California

Department of Industrial Relations

[Public Law](#)[California Injury & Health](#)[Employment](#)[Labor Disputes](#)[Labor Relations](#)[Labor Law & Ethics](#)[Home](#)[Public Works](#) [Public Works Contractor \(PWC\) Registration Search](#)

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:
 PWC Registration Number:
 Contractor Legal Name:
 License Number: Contractor License Lookup
 County:

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	FENCEWORKS, INC	1000008935	RIVERSIDE	RIVERSIDE	05/16/2017	06/30/2018

v2.20160101

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UNITED STATES
DEPARTMENT OF LABOR

OSHA English | Spanish

Find it in OSHA



A TO Z INDEX

ABOUT OSHA ▾ WORKERS ▾ EMPLOYERS ▾ REGULATIONS ▾ ENFORCEMENT ▾ TOPICS ▾ NEWS & PUBLICATIONS ▾ DATA ▾ TRAINING ▾

Establishment Search Results

Establishment	Date Range	Office	State
Fenceworks	12/12/2012 to 12/12/2017	all	all

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: **Date** | Name | Office | State

Return to Search

Results 1 - 1 of 1

By Date

Get Detail Select All Reset

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
1	<i>1249138.015</i>	07/24/2017	0950621	CA	Accident	Partial		238990		Fenceworks, Inc.

Occupational Safety and Health Administration
200 Constitution Ave., NW,
Washington, DC 20210
☎ 800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Affordable Care Act
Disaster Recovery Assistance
USA.gov
Disability.gov
Plain Writing Act
Recovery Act
No Fear Act
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

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Important Web Site Notices
Plug-ins Used by DOL
RSS Feeds from DOL
Accessibility Statement

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, December 11, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2041165 FENCEWORKS, INC.

Registration Date:	12/02/1998
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	GARY HANSEN 870 MAIN ST RIVERSIDE CA 92501
Entity Address:	870 MAIN ST RIVERSIDE CA 92501
Entity Mailing Address:	870 MAIN ST RIVERSIDE CA 92501

A Statement of information is due EVERY year beginning five months before and through the end of December.

Document Type	 File Date	 PDF
SI-NO CHANGE	10/17/2017	
SI-COMplete	06/09/2015	
AMENDMENT	02/25/2005	
REGISTRATION	12/02/1998	Image unavailable. Please request paper copy.

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#) [New Search](#) [Back to Search Results](#)

CITY OF OXNARD - LICENSE SERVICES
214 South C Street, Oxnard, California 93030
(805) 385-7817 • Fax (805) 385-7836

BUSINESS TAX CERT **L.2.a**

NON TRANSFERRABLE OR ASSIGNABLE

Certificate No: **19-00021539**

Control No: **29636**

Date Issued: **11/08/17**

Expiration Date: **10/31/18**

Classification Code No: **8201-29**

Classification Code Description: **CONTRACTOR LOC OUTSIDE CITY**

Owner's Name: **FENCEWORKS,INC**

Business Address: **OUTSIDE OF OXNARD**

OXT1108A *** 7000000614 00.0004.0157 598/1
AUTO MIXED AADC 926



GOLDEN STATE FENCE CO
870 N MAIN ST
RIVERSIDE CA 92501-1016

POST IN A CONSPICUOUS PLAC

This Business Tax Certificate is issued as an
acknowledgment for the payment of a business

REQUEST FOR BUDGET APPROPRIATION

Department: Finance
Project/Program
Manager: Sandra Burkhart

Date: January 30, 2018
Phone: 805-385-7496

Reason for Appropriation:

Appropriate funds from surplus fund balance of LMD 46 Daily Ranch for removal and replacement of fencing within the District, associated with Fencing Project SD 18-23.

Accounts and Descriptions

AMOUNT

Fund: 170-8003 - Daily Ranch LMD 46

Expenditures/Transfers Out

170-8003-899-8229	Contracts and Services/Prof Srvs-Special Proj	<u>20,000</u>
	Sub-total Expenditures	<u>20,000</u>

Net Change to Fund Balance **(20,000)**

Net Appropriation Change **20,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: January 30, 2018

TO: City Council

FROM: Phillip Molina
City Treasurer

SUBJECT: Quarterly Investment Report for the Second Quarter FY 2017-18. (5/5/5)

CONTACT: Phillip Molina, City Treasurer
Phillip.Molina@oxnard.org, 385-7808

RECOMMENDATION:

That the City Council review and accept the report.

The City of Oxnard's December 31, 2017 investment report will be brief this reporting period and is required to be submitted to the City Clerk and the City Council as prescribed in California Government Code 41004. This report, however, does not show the fund balances, nor disbursements, nor total receipts of the City of Oxnard, because Oxnard Municipal Code identifies that the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of Friday, December 29, 2017.

First, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return.

Third, we identify the cash flows over the last 21 months so you can judge the management of the cash and we have also provided the cash flows for the last 13 months to identify where there

Quarterly Investment Report for the Second Quarter FY 2017-18 (5/5/5)

January 30, 2018

Page 2

are periods during the year when more money is available for short periods overnight investments versus 2, 3, 4, or 5 year maturities.

Fourth, we will show you the daily cash position for Friday, December 29, 2017 so that you can see how the Treasurer's department reviews our cash balances each and every day to assure that the city has sufficient liquidity to cover its obligations.

And last, we provide you and the public with the detailed list of every investment that the city currently holds as of Sunday, December 31, 2017.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council and the public can begin to learn the actual amounts in the city's accounts. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation.

So while this report is brief in the number of pages, we hope to respond to any questions you may have.

FINANCIAL IMPACT

The City's total amount invested as of Friday, December 29, 2017 at par value was \$183,915,000. Effective management and investment of these funds provide a positive financial benefit to the City as long as each instrument is held until maturity. The City Treasurer operates a quasi-active investment portfolio, which means we get in and out of the market as money becomes available.

Cash balances on Friday, December 29, 2017 in each authorized city bank account with Bank of America are:

OXNARD BANK ACCOUNTS	As of December 29, 2017	Amount Invested in Sweep Account
General Bank account	\$ 4,490,789.71	\$ -
Successor Agency	\$ 13,910,885.71	\$ -
Parking	\$ 14,474.90	\$ -
AIMS W/C	\$ 196,579.71	\$ -
TOTAL	\$ 18,612,730.03	\$ -

(Pursuant to bank statements)

As of August 5, 2017 the City is no longer using the Bank of America overnight sweep account for two reasons: 1. The present daily interest in the DDA (Direct Deposit Account) is higher than

Quarterly Investment Report for the Second Quarter FY 2017-18 (5/5/5)

January 30, 2018

Page 3

the previous sweep account (.04% compared to .018%), and 2. the investment company that Bank of America used for the sweep account did not provide the collateralized security as required by State law, while keeping our funds in Bank of America DDA account does collateralize at 110%. For these 2 reasons I am no longer using the sweep account, but the city will earn a higher rate on the full amount retained in the City's bank account. You should note that none of the cash in either the Successor Agency bank account, or the Parking Citation bank account, or the AIMS W/C (Workers' Compensation) bank accounts are invested. This paragraph will no longer be included in any future monthly or quarterly investment reports.

The total investments have a par value of \$183,915,000.00, cost \$183,849,211.97 and had an estimated market value of \$182,158,680.000. Those investments were purchased in order to provide greater return by diminishing the amount in LAIF and spreading that amount over the 2,3,4, and 5 year terms.

ITEM	The quarter ending 12/31/2017	The month ending 11/30/17
Cost of investments (book value)	\$ 183,849,211.97	\$ 155,861,204.19
Par or face value	\$ 183,915,000.00	\$ 155,915,000.00
Market value as estimated	\$ 182,158,680.00	\$ 154,306,050.00
Total earnings per period	\$ 614,809.73	\$ 202,329.97
Earned interest Yield this month	1.498%	1.522%
Gain/Loss if forced to sell	\$ (1,690,531.97)	\$ (1,555,154.19)

(Through Friday December 29, 2017)

Next you will see the daily cash position report used to determine how much to invest each day.

Quarterly Investment Report for the Second Quarter FY 2017-18 (5/5/5)

January 30, 2018

Page 4

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT		
DATE: 12/28/17	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	\$ 2,964,173.51	As of 12/27/17
1 Day Float		As of 12/27/17
Credit Card Settlements	\$ 172,271.57	As of 12/27/17
LAIF Withdrawal	\$ 3,000,000.00	Conf # 1557196
TOTAL CREDITS	\$ 6,136,445.08	
	DEBIT ESTIMATE	
Accounts Payable to Clear	\$ 781,648.00	
Investment Purchase	\$ 1,998,500.00	FHLMC @ 2.25% due 12/28/21
Payroll Taxes	\$ 204,709.42	PIT
Payroll Taxes	\$ 12,575.32	SDI
Payroll Taxes	\$ 168.81	PIT
Payroll Taxes	\$ 8.42	SDI
Other	\$ 79,489.72	VCLA
Other	\$ 365,831.14	Fleet
Other	\$ 1,592,451.60	Calleguas
Other	\$ 364,734.58	VRSD
Other	\$ 269,367.12	United Water
TOTAL DEBITS	\$ 5,669,484.13	
COMPENSATING BALANCE	\$ 466,960.95	

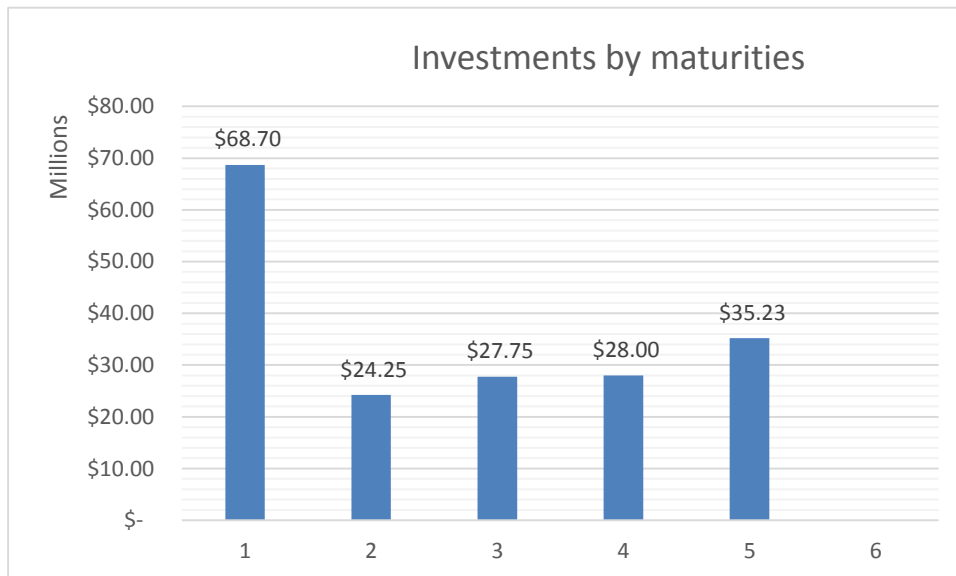
Finally the cost of the investments, the face value, and the market value as of Friday, December 29, 2017 is provided so that at a glance you can see the summary of the entire portfolio, the risk, and the change in earnings from the previously is based on the reported quarterly yield of

Quarterly Investment Report for the Second Quarter FY 2017-18 (5/5/5)

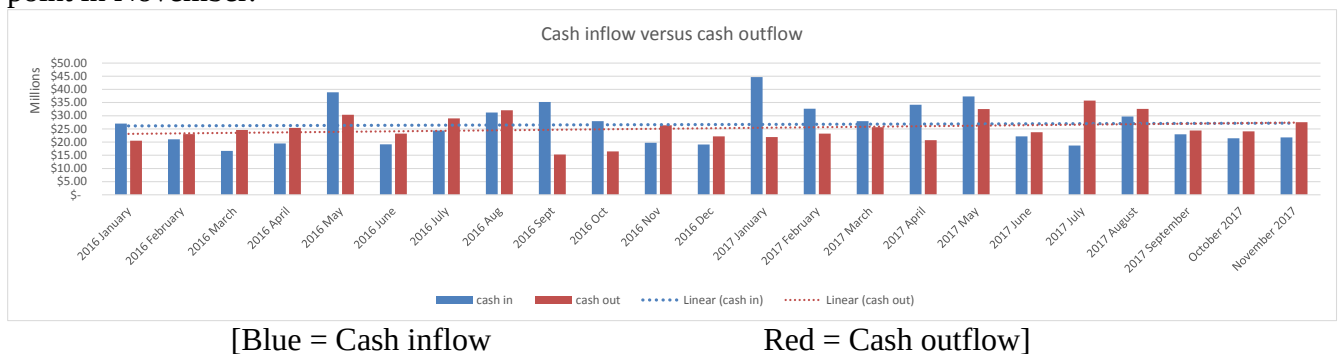
January 30, 2018

Page 5

1.498% .



Now, when you look at the monthly cash flows for 23 months you will find that the month with the highest cash outflow was July 2017 with an outflow (red bar) of \$35.7 million. And the fact that we have \$35 million invested in LAIF, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. The main purpose of this graph, though it may be hard to read, is to see the trends for cash in and cash out, which are shown by the dotted lines. Note the move toward a meeting point in November.

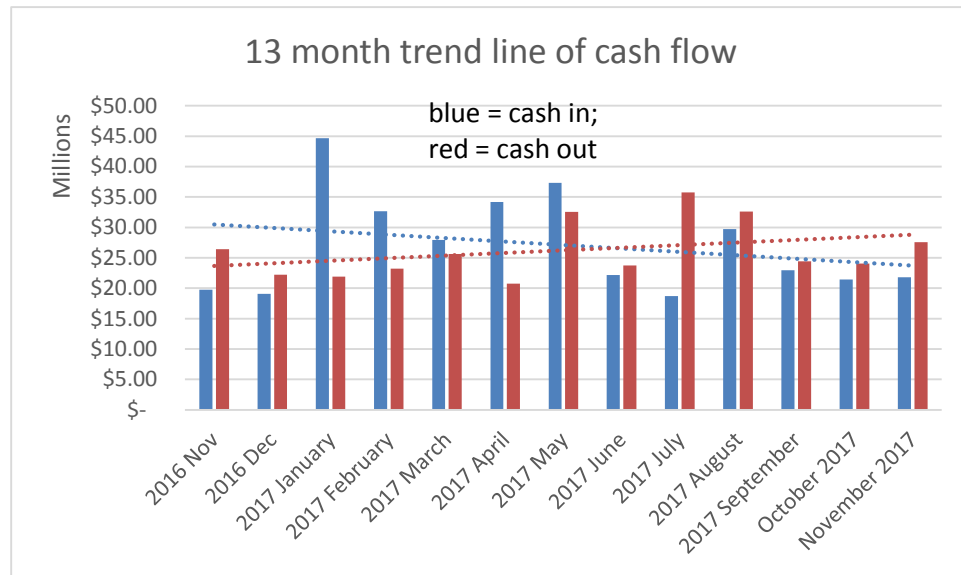


But when we look at a shorter period of time we see that in the short run, the trend shows the cash outflows exceeding the cash inflows.

Quarterly Investment Report for the Second Quarter FY 2017-18 (5/5/5)

January 30, 2018

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This is not unusual and is due in great part to the fact that the City will receive large tax payments in January but the last three months of the calendar year are normally months with the smallest cash inflows. So we expect that in January the City will once again begin showing an upswing in cash inflows.

As a final note, the City Treasurer conducted the first Quarterly Investment Committee meeting in December. The notes of that meeting are on file with the City Clerk. Commensurate with the recommendations of the Investment Committee, in January the City Treasurer invested \$1,000,000 with the Ventura County Treasurer's Investment Pool, which will be reflected in next month's investment report.

ATTACHMENTS:

InventoryMarketValue 12-17 Attachment A

SortedInventoryPremiumDiscountA 12-17 Attachment B

As Of Date: 12/31/2017

Date Basis: Settlement

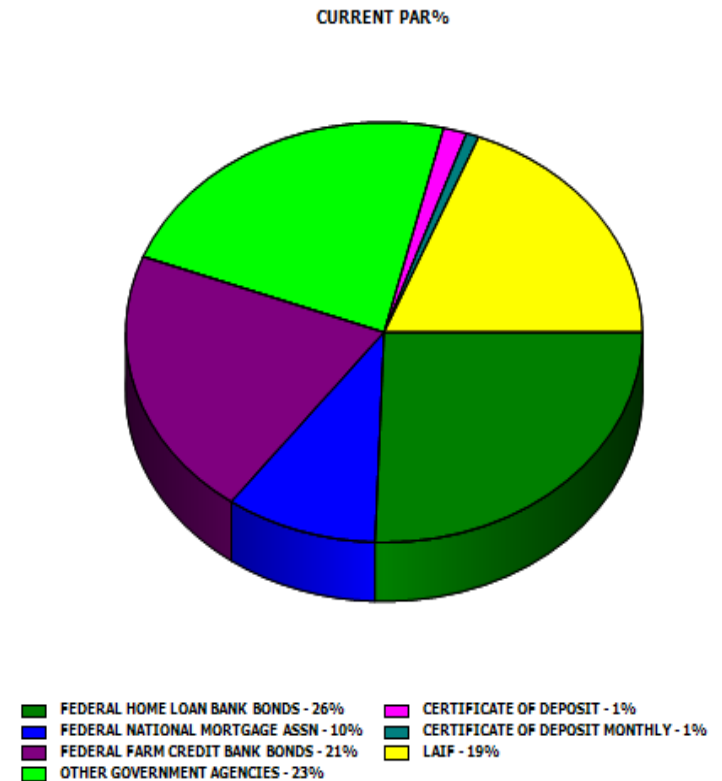
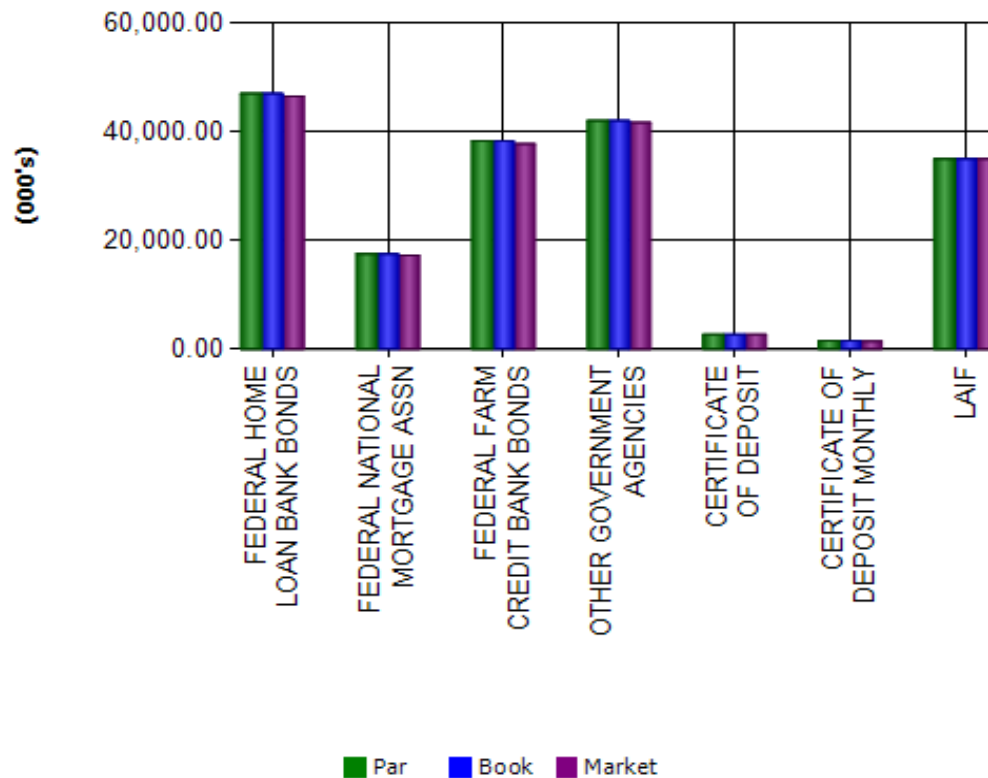
Run: 01/16/2018 06:18:20 PM

Reporting Currency: Local

City of Oxnard - Treasurer's Office

Assets (000's)	Current Par	Current Book	Market	MKT/Book	Yield
FEDERAL HOME LOAN BANK BONDS	47,000.00	46,974.73	46,493.47	98.98%	1.59%
FEDERAL NATIONAL MORTGAGE ASSN	17,500.00	17,483.10	17,179.04	98.26%	1.35%
FEDERAL FARM CREDIT BANK BONDS	38,250.00	38,235.30	37,709.28	98.62%	1.48%
OTHER GOVERNMENT AGENCIES	42,000.00	41,991.07	41,649.00	99.19%	1.88%
CERTIFICATE OF DEPOSIT	2,695.00	2,695.00	2,674.19	99.23%	1.98%
CERTIFICATE OF DEPOSIT MONTHLY	1,470.00	1,470.00	1,453.71	98.89%	1.58%
LAIF	35,000.00	35,000.00	35,000.00	100.00%	1.11%
Totals(000's)	183,915.00	183,849.21	182,158.68	99.08%	1.53%

Asset Allocation





INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

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Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
Mat Date: 1/1/2018										
16434	LOCAL AGENCY INVEST	07/01/2002		1.11100	100.00000	0.00	0.00	35,000,000.00	0.00	63,172.67
		01/01/2018	0	1.11100	.00300	0.00	0.00	35,000,000.00	0.00	
			Subtotal	1.11100	100.00000	0.00	0.00	35,000,000.00	0.00	63,172.67
				1.11100	.00300	0.00	0.00	35,000,000.00	0.00	
Mat Date: 2/5/2018										
16942	FNMA	02/05/2013	3136G1BK4	1.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,111.11
		02/05/2018	0	1.00000	.09900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,111.11
				1.00000	.09900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 3/1/2018										
16990	FFCB	07/01/2015	3133EE2W9	1.05000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,000.00
		03/01/2018	0	1.05000	.16400	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.05000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,000.00
				1.05000	.16400	0.00	0.00	2,000,000.00	0.00	
Mat Date: 4/11/2018										
16944	FFCB	04/11/2013	3133ECL44	1.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,444.44
		04/11/2018	0	1.00000	.27700	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,444.44
				1.00000	.27700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 4/13/2018										
16983	CD	04/15/2015	29976DWE6	1.10000	100.00000	245,000.00	0.00	245,000.00	0.00	568.53
		04/13/2018	0	1.10000	.28200	0.00	0.00	245,000.00	0.00	
			Subtotal	1.10000	100.00000	245,000.00	0.00	245,000.00	0.00	568.53
				1.10000	.28200	0.00	0.00	245,000.00	0.00	
Mat Date: 5/15/2018										
16947	FNMA	05/15/2013	3136G1LE7	1.01000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,290.56
		05/15/2018	0	1.01000	.37000	0.00	0.00	1,000,000.00	0.00	
			Subtotal	1.01000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,290.56
				1.01000	.37000	0.00	0.00	1,000,000.00	0.00	
Mat Date: 5/21/2018										
16948	FNMA	05/21/2013	3135G0XG3	1.00000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,111.11
		05/21/2018	0	1.00000	.38600	0.00	0.00	1,000,000.00	0.00	
16969	FFCB	05/21/2014	3133EDLX8	1.32000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	2,933.33
		05/21/2018	0	1.32000	.38600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.21333	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	4,044.44
				1.21333	.38600	0.00	0.00	3,000,000.00	0.00	



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Inv	Description	Purch Date	CUSIP	Coupon	Sch Bk Price	Original Face	Unamort Premium	Current Par	Amort Premium	Accrued Interest
No.		Mat Date	CPR/PSA	YTM TR	Duration	Notional Face	Unamort Discount	Current Book	Amort Discount	
Mat Date: 6/11/2018										
16950	FFCB	06/11/2013	3133ECRP1	1.15000	100.00000	1,250,000.00	0.00	1,250,000.00	0.00	798.61
		06/11/2018	0	1.15000	.44400	0.00	0.00	1,250,000.00	0.00	
Subtotal				1.15000	100.00000	1,250,000.00	0.00	1,250,000.00	0.00	798.61
				1.15000	.44400	0.00	0.00	1,250,000.00	0.00	
Mat Date: 6/12/2018										
16951	FHLB	06/12/2013	313383AV3	1.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,055.56
		06/12/2018	0	1.00000	.44600	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,055.56
				1.00000	.44600	0.00	0.00	2,000,000.00	0.00	
Mat Date: 6/13/2018										
16952	FHLB	06/13/2013	313383A68	1.08000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,080.00
		06/13/2018	0	1.08000	.44900	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.08000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,080.00
				1.08000	.44900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 6/27/2018										
16954	FHLB	06/27/2013	313383HQ7	1.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	266.67
		06/27/2018	0	1.20000	.48700	0.00	0.00	2,000,000.00	0.00	
16955	FHLB	06/27/2013	313383HQ7	1.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	266.67
		06/27/2018	0	1.20000	.48700	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.20000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	533.34
				1.20000	.48700	0.00	0.00	4,000,000.00	0.00	
Mat Date: 9/14/2018										
17045	FHLMC	04/03/2017	3134GAJQ8	1.15000	99.95803	2,000,000.00	0.00	2,000,000.00	0.00	6,836.11
		09/14/2018	0	1.19300	.70000	0.00	839.47	1,999,160.53	380.53	
Subtotal				1.15000	99.95803	2,000,000.00	0.00	2,000,000.00	0.00	6,836.11
				1.19300	.70000	0.00	839.47	1,999,160.53	380.53	
Mat Date: 10/26/2018										
17046	FHLB	04/27/2017	3130AAM47	1.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,333.33
		10/26/2018	0	1.20000	.81600	0.00	0.00	2,000,000.00	0.00	
17053	FHLB	04/27/2017	3130AAM47	1.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,333.33
		10/26/2018	0	1.20000	.81600	0.00	0.00	2,000,000.00	0.00	
17056	FHLB	05/01/2017	3130AAM47	1.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,333.33
		10/26/2018	0	1.20000	.81600	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.20000	100.00000	6,000,000.00	0.00	6,000,000.00	0.00	12,999.99
				1.20000	.81600	0.00	0.00	6,000,000.00	0.00	
Mat Date: 11/1/2018										



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Inv	Description	Purch Date	CUSIP	Coupon	Sch Bk Price	Original Face	Unamort Premium	Current Par	Amort Premium	Accrued Interest
No.		Mat Date	CPR/PSA	YTM TR	Duration	Notional Face	Unamort Discount	Current Book	Amort Discount	
17058	FFCB	05/03/2017	3133EHHF3	1.25000	99.99335	1,000,000.00	0.00	1,000,000.00	0.00	2,083.33
		11/01/2018	0	1.25700	.83000	0.00	66.54	999,933.46	33.46	
17059	FFCB	05/03/2017	3133EHHF3	1.25000	99.99335	2,000,000.00	0.00	2,000,000.00	0.00	4,166.67
		11/01/2018	0	1.25700	.83000	0.00	133.09	1,999,866.91	66.91	
Subtotal				1.25000	99.99335	3,000,000.00	0.00	3,000,000.00	0.00	6,250.00
				1.25700	.83000	0.00	199.63	2,999,800.37	100.37	
Mat Date: 11/7/2018										
17060	FHLMC	05/08/2017	3134GAVW1	1.05000	99.75091	1,000,000.00	0.00	1,000,000.00	0.00	1,575.00
		11/07/2018	0	1.30400	.84700	0.00	2,490.88	997,509.12	1,259.12	
Subtotal				1.05000	99.75091	1,000,000.00	0.00	1,000,000.00	0.00	1,575.00
				1.30400	.84700	0.00	2,490.88	997,509.12	1,259.12	
Mat Date: 11/13/2018										
16960	CD	11/12/2013	0606247G2	2.20000	100.00000	245,000.00	0.00	245,000.00	0.00	723.59
		11/13/2018	0	2.20000	.86100	0.00	0.00	245,000.00	0.00	
16961	CD	11/13/2013	795450RJ6	2.00000	100.00000	245,000.00	0.00	245,000.00	0.00	644.39
		11/13/2018	0	2.00000	.86200	0.00	0.00	245,000.00	0.00	
Subtotal				2.10000	100.00000	490,000.00	0.00	490,000.00	0.00	1,367.98
				2.10000	.86150	0.00	0.00	490,000.00	0.00	
Mat Date: 11/14/2018										
16959	CD	11/14/2013	17284CTY0	2.15000	100.00000	245,000.00	0.00	245,000.00	0.00	678.28
		11/14/2018	0	2.15000	.86400	0.00	0.00	245,000.00	0.00	
Subtotal				2.15000	100.00000	245,000.00	0.00	245,000.00	0.00	678.28
				2.15000	.86400	0.00	0.00	245,000.00	0.00	
Mat Date: 11/26/2018										
17068	CD	05/25/2017	02006L2W2	1.45000	100.00000	245,000.00	0.00	245,000.00	0.00	360.12
		11/26/2018	0	1.45000	.89900	0.00	0.00	245,000.00	0.00	
17069	CD	05/26/2017	89388CBQ0	1.40000	100.00000	245,000.00	0.00	245,000.00	0.00	56.38
		11/26/2018	0	1.40000	.89800	0.00	0.00	245,000.00	0.00	
Subtotal				1.42500	100.00000	490,000.00	0.00	490,000.00	0.00	416.50
				1.42500	.89850	0.00	0.00	490,000.00	0.00	
Mat Date: 11/30/2018										
17075	CD	05/31/2017	90421MAA1	1.40000	100.00000	245,000.00	0.00	245,000.00	0.00	300.71
		11/30/2018	0	1.40000	.91300	0.00	0.00	245,000.00	0.00	
17072	CD	05/31/2017	31931TEH4	1.40000	100.00000	245,000.00	0.00	245,000.00	0.00	300.72
		11/30/2018	0	1.40000	.91100	0.00	0.00	245,000.00	0.00	
17074	CD	05/31/2017	23322GPK7	1.40000	100.00000	245,000.00	0.00	245,000.00	0.00	300.72
		11/30/2018	0	1.40000	.91100	0.00	0.00	245,000.00	0.00	



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Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
Subtotal				1.40000	100.00000	735,000.00	0.00	735,000.00	0.00	902.15
				1.40000	.91167	0.00	0.00	735,000.00	0.00	
Mat Date: 12/2/2018										
17077	CD	06/02/2017	58403B6P6	1.40000	100.00000	245,000.00	0.00	245,000.00	0.00	281.92
		12/02/2018	0	1.40000	.91300	0.00	0.00	245,000.00	0.00	
Subtotal				1.40000	100.00000	245,000.00	0.00	245,000.00	0.00	281.92
				1.40000	.91300	0.00	0.00	245,000.00	0.00	
Mat Date: 2/20/2019										
16978	FHLB	02/20/2015	3130A45D0	1.25000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	9,097.22
		02/20/2019	0	1.25000	1.12700	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.25000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	9,097.22
				1.25000	1.12700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 3/29/2019										
16980	CD	03/30/2015	43738AFU5	1.50000	100.00000	245,000.00	0.00	245,000.00	0.00	302.09
		03/29/2019	0	1.50000	1.23900	0.00	0.00	245,000.00	0.00	
Subtotal				1.50000	100.00000	245,000.00	0.00	245,000.00	0.00	302.09
				1.50000	1.23900	0.00	0.00	245,000.00	0.00	
Mat Date: 9/6/2019										
16999	FNMA	09/06/2016	3136G34L6	1.12500	99.91678	2,000,000.00	0.00	2,000,000.00	0.00	7,187.50
		09/06/2019	0	1.16800	1.66400	0.00	1,664.38	1,998,335.62	835.62	
Subtotal				1.12500	99.91678	2,000,000.00	0.00	2,000,000.00	0.00	7,187.50
				1.16800	1.66400	0.00	1,664.38	1,998,335.62	835.62	
Mat Date: 9/27/2019										
17038	FHLMC	03/30/2017	3134GBFM9	1.57000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,198.89
		09/27/2019	0	1.57000	1.71600	0.00	0.00	2,000,000.00	0.00	
17041	FHLMC	03/30/2017	3134GBFM9	1.57000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,198.89
		09/27/2019	0	1.57000	1.71600	0.00	0.00	2,000,000.00	0.00	
17042	FHLMC	03/30/2017	3134GBFM9	1.57000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,198.89
		09/27/2019	0	1.57000	1.71600	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.57000	100.00000	6,000,000.00	0.00	6,000,000.00	0.00	24,596.67
				1.57000	1.71600	0.00	0.00	6,000,000.00	0.00	
Mat Date: 10/21/2019										
17051	FFCB	04/26/2017	3133EHGA5	1.44000	99.98394	2,000,000.00	0.00	2,000,000.00	0.00	5,600.00
		10/21/2019	0	1.44800	1.78400	0.00	321.15	1,999,678.85	78.85	
17052	FFCB	04/26/2017	3133EHGA5	1.44000	99.98394	2,000,000.00	0.00	2,000,000.00	0.00	5,600.00
		10/21/2019	0	1.44800	1.78400	0.00	321.15	1,999,678.85	78.85	
Subtotal				1.44000	99.98394	4,000,000.00	0.00	4,000,000.00	0.00	11,200.00



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				1.44800	1.78400	0.00	642.30	3,999,357.70	157.70	
Mat Date: 10/25/2019										
17080	FHLMC	07/25/2017	3134GBXZ0	1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,000.00
		10/25/2019	0	1.50000	1.79400	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,000.00
				1.50000	1.79400	0.00	0.00	2,000,000.00	0.00	
Mat Date: 10/28/2019										
16994	FFCB	10/30/2015	3133EFKY2	1.36000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,760.00
		10/28/2019	0	1.36000	1.80500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.36000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,760.00
				1.36000	1.80500	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/19/2019										
16995	FFCB	11/19/2015	3133EFPR2	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,733.33
		11/19/2019	0	1.60000	1.86000	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,733.33
				1.60000	1.86000	0.00	0.00	2,000,000.00	0.00	
Mat Date: 12/27/2019										
17035	FHLMC	03/27/2017	3134GA7F5	1.62500	99.94560	2,000,000.00	0.00	2,000,000.00	0.00	361.11
		12/27/2019	0	1.65300	1.96500	0.00	1,088.06	1,998,911.94	411.94	
17036	FHLMC	03/27/2017	3134GA7F5	1.62500	99.94560	2,000,000.00	0.00	2,000,000.00	0.00	361.11
		12/27/2019	0	1.65300	1.96500	0.00	1,088.06	1,998,911.94	411.94	
			Subtotal	1.62500	99.94560	4,000,000.00	0.00	4,000,000.00	0.00	722.22
				1.65300	1.96500	0.00	2,176.12	3,997,823.88	823.88	
Mat Date: 1/22/2020										
16996	FHLB	01/22/2016	3130A6YW1	1.70000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	15,016.67
		01/22/2020	0	1.70000	2.01700	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.70000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	15,016.67
				1.70000	2.01700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 4/1/2020										
16981	CD	04/01/2015	38148JPQ8	1.90000	100.00000	245,000.00	0.00	245,000.00	0.00	1,160.57
		04/01/2020	0	1.90000	2.20400	0.00	0.00	245,000.00	0.00	
			Subtotal	1.90000	100.00000	245,000.00	0.00	245,000.00	0.00	1,160.57
				1.90000	2.20400	0.00	0.00	245,000.00	0.00	
Mat Date: 4/13/2020										
16997	FFCB	04/13/2016	3133EF2L0	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,066.67
		04/13/2020	0	1.40000	2.24900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,066.67



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

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City of Oxnard

Inv	Description	Purch Date	CUSIP	Coupon	Sch Bk Price	Original Face	Unamort Premium	Current Par	Amort Premium	Accrued Interest
No.		Mat Date	CPR/PSA	YTM TR	Duration	Notional Face	Unamort Discount	Current Book	Amort Discount	
				1.40000	2.24900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/7/2020										
17013	FNMA	11/07/2016	3136G4FW8	1.30000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	2,925.00
		05/07/2020	0	1.30000	2.31800	0.00	0.00	1,500,000.00	0.00	
			Subtotal	1.30000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	2,925.00
				1.30000	2.31800	0.00	0.00	1,500,000.00	0.00	
Mat Date: 7/27/2020										
17079	FHLB	07/27/2017	3130ABVU7	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,902.78
		07/27/2020	0	1.62500	2.51200	0.00	0.00	2,000,000.00	0.00	
17047	FHLMC	04/27/2017	3134GBHW5	1.62500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,888.89
		07/27/2020	0	1.62500	2.51200	0.00	0.00	1,000,000.00	0.00	
17048	FHLMC	04/27/2017	3134GBHW5	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,777.78
		07/27/2020	0	1.62500	2.51200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.62500	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	22,569.45
				1.62500	2.51200	0.00	0.00	5,000,000.00	0.00	
Mat Date: 7/28/2020										
17008	FNMA	10/31/2016	3136G4GK3	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,475.00
		07/28/2020	0	1.35000	2.52500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,475.00
				1.35000	2.52500	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/8/2020										
17000	FFCB	09/08/2016	3133EGTM7	1.37500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,631.94
		09/08/2020	0	1.37500	2.63500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.37500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,631.94
				1.37500	2.63500	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/21/2020										
17001	FFCB	09/21/2016	3133EGVK8	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,500.00
		09/21/2020	0	1.35000	2.67200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,500.00
				1.35000	2.67200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/30/2020										
17002	FNMA	09/30/2016	3136G4BV4	1.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,330.56
		09/30/2020	0	1.45000	2.69700	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,330.56
				1.45000	2.69700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 10/6/2020										
17006	FHLB	10/27/2016	3130A9NK3	1.37500	99.99240	2,000,000.00	0.00	2,000,000.00	0.00	6,493.06



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Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
		10/06/2020	0	1.37800	2.71300	0.00	152.08	1,999,847.92	47.92	
			Subtotal	1.37500	99.99240	2,000,000.00	0.00	2,000,000.00	0.00	6,493.06
				1.37800	2.71300	0.00	152.08	1,999,847.92	47.92	
Mat Date: 10/28/2020										
17007	FHLB	10/28/2016	3130A9WK3	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,450.00
		10/28/2020	0	1.40000	2.77300	0.00	0.00	1,000,000.00	0.00	
			Subtotal	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,450.00
				1.40000	2.77300	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/2/2020										
17010	FFCB	11/02/2016	3133EGC29	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,425.00
		11/02/2020	0	1.35000	2.78600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,425.00
				1.35000	2.78600	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/30/2020										
17039	FNMA	03/30/2017	3135G0F73	1.50000	99.39820	2,000,000.00	0.00	2,000,000.00	0.00	2,583.33
		11/30/2020	0	1.70800	2.86100	0.00	12,036.02	1,987,963.98	2,703.98	
			Subtotal	1.50000	99.39820	2,000,000.00	0.00	2,000,000.00	0.00	2,583.33
				1.70800	2.86100	0.00	12,036.02	1,987,963.98	2,703.98	
Mat Date: 12/29/2020										
17084	FHLMC	12/29/2017	3134GSBA2	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	236.11
		12/29/2020	0	2.12500	2.91700	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	236.11
				2.12500	2.91700	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/29/2021										
17017	FHLB	12/30/2016	3130AAGY8	2.15000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	238.89
		09/29/2021	0	2.15000	3.59900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.15000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	238.89
				2.15000	3.59900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/30/2021										
17011	FHLB	11/04/2016	3130A9MG3	1.50000	99.91848	2,000,000.00	0.00	2,000,000.00	0.00	7,583.33
		09/30/2021	0	1.52100	3.64700	0.00	1,630.37	1,998,369.63	369.63	
17003	FNMA	09/30/2016	3136G37F6	1.50000	99.84009	2,000,000.00	0.00	2,000,000.00	0.00	7,583.33
		09/30/2021	0	1.54200	3.64700	0.00	3,198.25	1,996,801.75	801.75	
			Subtotal	1.50000	99.87928	4,000,000.00	0.00	4,000,000.00	0.00	15,166.66
				1.53150	3.64700	0.00	4,828.62	3,995,171.38	1,171.38	
Mat Date: 10/4/2021										
17004	FFCB	10/04/2016	3133EGWZ4	1.42000	99.96002	2,000,000.00	0.00	2,000,000.00	0.00	6,863.33



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Inv	Description	Purch Date	CUSIP	Coupon	Sch Bk Price	Original Face	Unamort Premium	Current Par	Amort Premium	Accrued Interest
No.		Mat Date	CPR/PSA	YTM TR	Duration	Notional Face	Unamort Discount	Current Book	Amort Discount	
		10/04/2021	0	1.43000	3.66100	0.00	799.56	1,999,200.44	200.44	
			Subtotal	1.42000	99.96002	2,000,000.00	0.00	2,000,000.00	0.00	6,863.33
				1.43000	3.66100	0.00	799.56	1,999,200.44	200.44	
Mat Date: 10/12/2021										
17005	FFCB	10/14/2016	3133EGYB5	1.54000	99.99200	2,000,000.00	0.00	2,000,000.00	0.00	6,758.89
		10/12/2021	0	1.54200	3.67500	0.00	160.09	1,999,839.91	39.91	
			Subtotal	1.54000	99.99200	2,000,000.00	0.00	2,000,000.00	0.00	6,758.89
				1.54200	3.67500	0.00	160.09	1,999,839.91	39.91	
Mat Date: 10/28/2021										
17012	FHLB	11/04/2016	3130A9WN7	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,600.00
		10/28/2021	0	1.60000	3.71600	0.00	0.00	2,000,000.00	0.00	
17009	FNMA	10/28/2016	3136G4FA6	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,687.50
		10/28/2021	0	1.62500	3.71400	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.61250	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	11,287.50
				1.61250	3.71500	0.00	0.00	4,000,000.00	0.00	
Mat Date: 11/9/2021										
17014	FHLB	11/09/2016	3130A9Z61	1.50000	99.96002	2,000,000.00	0.00	2,000,000.00	0.00	4,333.33
		11/09/2021	0	1.51000	3.75300	0.00	799.56	1,999,200.44	200.44	
			Subtotal	1.50000	99.96002	2,000,000.00	0.00	2,000,000.00	0.00	4,333.33
				1.51000	3.75300	0.00	799.56	1,999,200.44	200.44	
Mat Date: 11/15/2021										
17015	FFCB	11/15/2016	3133EGG82	1.52000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,884.44
		11/15/2021	0	1.52000	3.76800	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.52000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,884.44
				1.52000	3.76800	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/23/2021										
17016	FHLB	11/23/2016	3130A9VY4	1.65000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,483.33
		11/23/2021	0	1.65000	3.78200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.65000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,483.33
				1.65000	3.78200	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/29/2021										
17018	FHLB	12/30/2016	3130AABG2	1.87500	99.51117	2,000,000.00	0.00	2,000,000.00	0.00	3,333.33
		11/29/2021	0	2.00400	3.78300	0.00	9,776.71	1,990,223.29	2,243.29	
17019	FHLB	12/30/2016	3130AABG2	1.87500	99.40461	2,000,000.00	0.00	2,000,000.00	0.00	3,333.33
		11/29/2021	0	2.03200	3.78300	0.00	11,907.74	1,988,092.26	2,732.26	
			Subtotal	1.87500	99.45789	4,000,000.00	0.00	4,000,000.00	0.00	6,666.66
				2.01799	3.78300	0.00	21,684.45	3,978,315.55	4,975.55	



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Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
Mat Date: 12/28/2021										
17083	FHLMC	12/28/2017	3134GSAB1	2.25000	99.92500	2,000,000.00	0.00	2,000,000.00	0.00	375.00
		12/28/2021	0	2.27000	3.83900	0.00	1,500.00	1,998,500.00	0.00	
Subtotal				2.25000	99.92500	2,000,000.00	0.00	2,000,000.00	0.00	375.00
				2.27000	3.83900	0.00	1,500.00	1,998,500.00	0.00	
Mat Date: 12/29/2021										
17020	FHLMC	12/30/2016	3134GAC28	2.20000	99.94000	2,000,000.00	0.00	2,000,000.00	0.00	244.44
		12/29/2021	0	2.21600	3.84500	0.00	1,200.00	1,998,800.00	300.00	
Subtotal				2.20000	99.94000	2,000,000.00	0.00	2,000,000.00	0.00	244.44
				2.21600	3.84500	0.00	1,200.00	1,998,800.00	300.00	
Mat Date: 1/26/2022										
17023	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,944.44
		01/26/2022	0	2.20000	3.87800	0.00	0.00	2,000,000.00	0.00	
17024	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,944.44
		01/26/2022	0	2.20000	3.87800	0.00	0.00	2,000,000.00	0.00	
17025	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,944.44
		01/26/2022	0	2.20000	3.87800	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.20000	100.00000	6,000,000.00	0.00	6,000,000.00	0.00	56,833.32
				2.20000	3.87800	0.00	0.00	6,000,000.00	0.00	
Mat Date: 4/25/2022										
17057	FFCB	05/01/2017	3133EHGS6	2.03000	99.86467	2,000,000.00	0.00	2,000,000.00	0.00	7,443.33
		04/25/2022	0	2.06200	4.14000	0.00	2,706.59	1,997,293.41	293.41	
Subtotal				2.03000	99.86467	2,000,000.00	0.00	2,000,000.00	0.00	7,443.33
				2.06200	4.14000	0.00	2,706.59	1,997,293.41	293.41	
Mat Date: 4/27/2022										
17049	FHLMC	04/27/2017	3134GBJZ6	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,466.67
		04/27/2022	0	2.10000	4.14000	0.00	0.00	2,000,000.00	0.00	
17054	FHLMC	04/27/2017	3134GBJA1	2.10000	99.96403	2,000,000.00	0.00	2,000,000.00	0.00	7,466.67
		04/27/2022	0	2.10800	4.14000	0.00	719.39	1,999,280.61	80.61	
17055	FHLMC	05/01/2017	3134GBKY7	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,555.56
		04/27/2022	0	2.12500	4.13800	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.10833	99.98801	6,000,000.00	0.00	6,000,000.00	0.00	22,488.90
				2.11100	4.13933	0.00	719.39	5,999,280.61	80.61	
Mat Date: 5/18/2022										
17061	FHLB	05/18/2017	3130ABCS3	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,016.67
		05/18/2022	0	2.10000	4.19800	0.00	0.00	2,000,000.00	0.00	
17065	FHLB	05/25/2017	3130ABCS3	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,016.67



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Inv	Description	Purch Date	CUSIP	Coupon	Sch Bk Price	Original Face	Unamort Premium	Current Par	Amort Premium	Accrued Interest
No.		Mat Date	CPR/PSA	YTM TR	Duration	Notional Face	Unamort Discount	Current Book	Amort Discount	
		05/18/2022	0	2.10000	4.19800	0.00	0.00	2,000,000.00	0.00	
			Subtotal	2.10000	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	10,033.34
				2.10000	4.19800	0.00	0.00	4,000,000.00	0.00	
Mat Date: 5/23/2022										
17062	FHLB	05/23/2017	3130ABCF1	1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,166.67
		05/23/2022	0	1.50000	4.26300	0.00	0.00	2,000,000.00	0.00	
17066	FFCB	05/25/2017	3133EHJY0	2.07000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,370.00
		05/23/2022	0	2.07000	4.21400	0.00	0.00	2,000,000.00	0.00	
			Subtotal	1.78500	100.00000	4,000,000.00	0.00	4,000,000.00	0.00	7,536.67
				1.78500	4.23850	0.00	0.00	4,000,000.00	0.00	
Mat Date: 5/24/2022										
17063	CD	05/24/2017	1404203A6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	612.16
		05/24/2022	0	2.40000	4.19100	0.00	0.00	245,000.00	0.00	
17064	CD	05/24/2017	14042RFW6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	612.16
		05/24/2022	0	2.40000	4.19100	0.00	0.00	245,000.00	0.00	
			Subtotal	2.40000	100.00000	490,000.00	0.00	490,000.00	0.00	1,224.32
				2.40000	4.19100	0.00	0.00	490,000.00	0.00	
Mat Date: 5/25/2022										
17067	FHLMC	05/25/2017	3134GBNJ7	2.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,125.00
		05/25/2022	0	2.12500	4.21500	0.00	0.00	1,000,000.00	0.00	
			Subtotal	2.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,125.00
				2.12500	4.21500	0.00	0.00	1,000,000.00	0.00	
Mat Date: 5/26/2022										
17070	CD	05/26/2017	87165EMK0	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	579.95
		05/26/2022	0	2.40000	4.19700	0.00	0.00	245,000.00	0.00	
			Subtotal	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	579.95
				2.40000	4.19700	0.00	0.00	245,000.00	0.00	
Mat Date: 5/27/2022										
17071	FHLMC	05/30/2017	3134GBPW6	2.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,077.78
		05/27/2022	0	2.20000	4.21500	0.00	0.00	1,000,000.00	0.00	
			Subtotal	2.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,077.78
				2.20000	4.21500	0.00	0.00	1,000,000.00	0.00	
Mat Date: 5/31/2022										
17076	CD	05/31/2017	38148PKJ5	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	499.40
		05/31/2022	0	2.40000	4.21000	0.00	0.00	245,000.00	0.00	
17073	CD	05/31/2017	20033AUB0	2.35000	100.00000	245,000.00	0.00	245,000.00	0.00	504.76
		05/31/2022	0	2.35000	4.19600	0.00	0.00	245,000.00	0.00	



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

L.3.b

As Of Date: 12/31/2017

Run: 01/11/2018 01:49:38 PM

Reporting Currency: Local

City of Oxnard

Inv	Description	Purch Date	CUSIP	Coupon	Sch Bk Price	Original Face	Unamort Premium	Current Par	Amort Premium	Accrued Interest	
No.		Mat Date	CPR/PSA	YTM TR	Duration	Notional Face	Unamort Discount	Current Book	Amort Discount		
Subtotal				2.37500	100.00000	490,000.00	0.00	490,000.00	0.00	1,004.16	
				2.37500	4.20300	0.00	0.00	490,000.00	0.00		
Mat Date: 6/15/2022											
17078	FHLMC	06/15/2017	3134GBRW4	1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,333.33	
		06/15/2022	0	1.50000	4.32400	0.00	0.00	2,000,000.00	0.00		
Subtotal				1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,333.33	
				1.50000	4.32400	0.00	0.00	2,000,000.00	0.00		
Mat Date: 8/24/2022											
17081	FHLB	08/30/2017	3130AC2H6	2.16000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,520.00	
		08/24/2022	0	2.16000	4.41300	0.00	0.00	2,000,000.00	0.00		
Subtotal				2.16000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	14,520.00	
				2.16000	4.41300	0.00	0.00	2,000,000.00	0.00		
Mat Date: 11/15/2022											
17086	FFCB	12/29/2017	3133EHS38	2.23000	99.49056	2,000,000.00	0.00	2,000,000.00	0.00	5,698.89	
		11/15/2022	0	2.40100	4.63000	0.00	10,188.89	1,989,811.11	0.00		
Subtotal				2.23000	99.49056	2,000,000.00	0.00	2,000,000.00	0.00	5,698.89	
				2.40100	4.63000	0.00	10,188.89	1,989,811.11	0.00		
Mat Date: 12/27/2022											
17082	FHLB	12/27/2017	3130ACYX6	2.40000	99.95000	2,000,000.00	0.00	2,000,000.00	0.00	533.33	
		12/27/2022	0	2.41100	4.73000	0.00	1,000.00	1,999,000.00	0.00		
Subtotal				2.40000	99.95000	2,000,000.00	0.00	2,000,000.00	0.00	533.33	
				2.41100	4.73000	0.00	1,000.00	1,999,000.00	0.00		
Mat Date: 12/29/2022											
17085	FHLMC	12/29/2017	3134GB6E7	2.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	272.22	
		12/29/2022	0	2.45000	4.73100	0.00	0.00	2,000,000.00	0.00		
Subtotal				2.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	272.22	
				2.45000	4.73100	0.00	0.00	2,000,000.00	0.00		
Grand Total				Count 95	1.51390	99.96423	148,915,000.00	0.00	183,915,000.00	0.00	489,876.59
					1.52611	2.09905	0.00	65,788.03	183,849,211.97	13,570.86	