

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 4<sup>th</sup> 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](http://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  
June 6, 2017  
**Regular Meeting - 5:00 PM**

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority.

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

C. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Recovery of Nuisance Abatement Costs (5/10/15)

RECOMMENDATION: That City Council: 1) conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

2. SUBJECT: Recovery of Civil Citation Fines (5/10/15)

RECOMMENDATION: That City Council: 1) conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating June 12, 2017 as "Philippine Independence Day - Flag Raising."

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](http://www.oxnard.org).

**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. REPORTS****Finance Department**

1. **SUBJECT:** Landscape Maintenance District Contracts for FY 17-18, 18-19 and 19-20 (5/15/20)

**RECOMMENDATION:** That City Council approve and authorize the City Manager to execute the following:

1. Agreement A-7970 with Kaneko Landscaping, Inc. to provide landscape maintenance services to thirty seven (37) landscape maintenance districts (LMDs) in the total amount of \$1,516,680.00
2. Agreement A-7971 with Garcia's Landscape Maintenance, Inc. to provide landscape maintenance services to three (3) LMDs in the total amount of \$108,000.

That City Council additionally approve the following:

3. A 10 percent contingency amount of \$151,668 for Agreement A-7970 for maintenance services with Kaneko Landscaping, Inc.
4. A 10 percent contingency amount of \$10,800 for Agreement A-7971 for maintenance services with Garcia's Landscape Maintenance, Inc.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

**G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY**

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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Ventura Council of Governments (VCOG) Joint Powers Authority (JPA) Agreement

RECOMMENDATION: That City Council authorize the Mayor to execute the Ventura Council of Governments (VCOG) Joint Powers Authority (JPA) Agreement

Legislative Body: CC                      Contact: Stephen M. Fischer                      Phone: 385-7483

City Clerk Department

2. SUBJECT: Minutes of the May 23, 2017 Regular Meeting.

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

Legislative Body: CC                      Contact: Michelle Ascencion                      Phone: 385-7805

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. Kaneko Landscaping, Inc. (7059-15-CM) to provide monthly maintenance of the landscaping areas within the Waterways District at Mandalay Bay (\$38,400).

B. Kaneko Landscaping, Inc. (7060-15-CM) to provide monthly maintenance of the landscaping areas within the Waterways Assessment District at Harbor Island (\$30,000).

C. The Groundkeeper, Inc. (652-14-PW) for landscape maintenance services for Public Works facilities (\$70,000).

D. Weck Laboratories, Inc. (A-7583) for laboratory chemical testing and sampling for the Water Division (\$157,000).

E. Ventura County Tax Collector for property taxes incurred during the building of Fire Station 8 (\$25,795).

F. CDWG for network hardware (\$28,482).

G. Aztec Data Supply for sinology servers and related hardware (\$80,097).

H. Aztec Data Supply for VMWARE software license (\$36,680).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

#### Finance Department

4. SUBJECT: Adoption of Resolution Declaring Intention to Levy and Collect Assessments and Scheduling of Public Hearing for FY 2017-18 for Landscaping Maintenance Districts  
RECOMMENDATION: That City Council adopt a resolution declaring intention to levy and collect assessments for Fiscal Year 2017-2018 within the city's Landscape Maintenance District pursuant to the Landscaping and Lighting Act of 1972.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

5. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Blvd./Highway 101 Interchange)

RECOMMENDATION: That City council, acting as the legislative body of Community Facilities District No. 2000-3 (CFD No. 2000-3) adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2017-18.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

6. SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark)  
RECOMMENDATION: That City Council: 1) Acting as the legislative body of Community Facilities District (CFD) No. 5, adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for FY 2017-18; and 2) Authorize the City Manager to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

7. SUBJECT: Special Tax Levy for Community Facilities District No. 3 and No. 4 (Seabridge at Mandalay Bay)

RECOMMENDATION: That City Council acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4:

1) Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2017-18 and

2) Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2017-18.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

8. SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay)

RECOMMENDATION: That City Council acting as the legislative body of Community Facilities District (CFD) No. 1 and of Community Facilities District (CFD) No. 2: 1) Adopt a



resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2017-18 and 2) Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2017-18.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

9. **SUBJECT:** Resolution of Intention to Dissolve Eighteen Landscape Maintenance Districts  
**RECOMMENDATION:** That City Council adopt a resolution declaring intention to dissolve Eighteen (18) of the City's Landscape Maintenance Districts for Fiscal Year 2017-2018 pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500).

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

#### Housing Department

10. **SUBJECT:** Housing Authority Investment Policy

**RECOMMENDATION:** That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") approve a resolution adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2017-2018.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8094

11. **SUBJECT:** Revision to the Utility Allowances for Public Housing Residents and Section 8 Housing Choice Voucher Participants.

**RECOMMENDATION:** That the Housing Authority of the City of Oxnard Board of Commissioners approve a Resolution to adopt revised utility allowance schedules for the Section 8 Housing Choice Voucher program and the Public Housing program.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8094

12. **SUBJECT:** Request for \$200,000 in Funding from the Ventura County Housing Trust Fund

**RECOMMENDATION:** That the City Council approve a request for \$200,000 in funding for an investment into the Ventura County Housing Trust Fund (VCHTF).

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

#### Police Department

13. **SUBJECT:** MOUs with School Districts

**RECOMMENDATION:** That City Council approve and authorize the City Manager to execute the Cost Sharing Memorandums of Understanding (MOU) between the: Rio School District, Hueneme School District, Oxnard School District and the Oxnard Union High School District for the School Resource Officer (SRO) Program. These MOUs set forth guidelines between the listed school districts and the Oxnard Police Department (OPD) to ensure an understanding of the goals of the SRO program. The various districts reimburse the OPD for a portion of the personnel costs associated with this program.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

## L. REPORTS

### City Treasurer Department

1. SUBJECT: General Banking Services Agreement (5/10/5)

RECOMMENDATION: The City Council approve and authorize the Mayor to execute an agreement with Bank of America in an estimated amount of \$360,000 for an initial term of 3 years with an option to renew for a 2-year term, to provide general banking services, including provision of a continuing Sweep Account and armored guard pickup services.

Legislative Body: CC

Contact: Phillip S. Molina

Phone: 385-7808

### Public Works Department

2. SUBJECT: Blanket Purchase Order No. 6260 with Shell Fleet Card Services to Extend Agreement a Sixth Year for Gas Station Fuel and Car Wash Service for FY 2017-18 (5/5/5)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute Blanket Purchase Order No. 6260 to extend the agreement a sixth and final year with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company. The agreement period is from July 1, 2017, to June 30, 2018, in an amount not to exceed \$2,005,000. The blanket purchase order is for the purchase of gasoline, diesel, and car wash service at Shell stations through a fuel card system.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

3. SUBJECT: Purchase of 15 Compressed Natural Gas Trucks (5/10/10)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute Purchase Order #6034 in the amount of \$4,851,760 for the purchase of ten (10) residential refuse collection vehicles, two (2) commercial ("front-loader") collection vehicles, and three (3) industrial ("roll-off") collection vehicles from Velocity Truck Center.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

4. SUBJECT: Second Amendment to Agreement with Ecology Auto Parts, Inc. for Supplemental Waste Transfer Hauling Services (Agreement No. A-7766) (5/5/5)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement with Ecology Auto Parts, Inc. (Ecology) to increase the total amount by \$800,000 from an agreement value of \$2,100,000 to \$2,900,000 for supplemental waste transfer hauling services (Agreement No. A-7766).

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

### Economic Development Department

5. SUBJECT: Heritage Square Agreement for Use of the Common Areas (10/10/10)

RECOMMENDATION: That the City Council approve an agreement between the Heritage Square Property Owners Association ("Association") and the City of Oxnard ("City") for use of the Association's common areas for Fiscal Years 2016-2017, 2017-2018, 2018-2019, and 2019-2020, and approve an annual contribution to the Association in the amount of \$25,000 per year for Fiscal Years 2017-2018 through 2019-2020.

Legislative Body: CC

Contact: Kymberly Horner

Phone: 385-7407

**M. PUBLIC COMMENTS ON REPORTS**

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

**N. ADJOURNMENT**



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing**

**AGENDA ITEM NO.: 1**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Ashley Golden  
Development Services Director

**SUBJECT:** Recovery of Nuisance Abatement Costs (5/10/15)

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

**RECOMMENDATION:**

That City Council: 1) conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

**BACKGROUND**

Oxnard City Code (OCC) Sections 7-17 and 7-18, inclusive, set forth the procedures for recovering nuisance abatement costs incurred by the City in abating public nuisances. OCC Section 7-13 provides that nuisance abatements costs, including any notice and appeal costs, shall be paid by the person creating, causing, committing or maintaining the nuisance.

In accordance with OCC Section 7-4 through 7-8, a notice to abate was mailed to each property owner. The notice also informed the property owner of their right to appeal and that a written request for an appeal before a hearing officer must be received by the City Clerk within 10 days of receiving this notice. No requests for appeal were received.

Pursuant to OCC section 7-16, the 2016 Nuisance Abatement Report (Attachment A) was posted at City Hall, 305 West Third Street, on May 23, 2017, Pursuant to OCC Section 7-17, the City

Recovery of Nuisance Abatement Costs (5/10/15)

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Council is to consider objections by any property owner whose property is to be assessed with nuisance abatement costs as set forth in the cost report. Appropriate adjustments to the cost report may be made at the City Council's Direction.

Upon approval of the 2016 Nuisance Abatement Report, the City Manager shall file a certified copy of the report with the Ventura County Auditor-Controller in order to enter the nuisance abatement costs as special assessments on the fiscal year 2017-2018 property tax roll. (OCC Section 7-14 & 7-64(D)).

### **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. 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 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

### **FINANCIAL IMPACT**

Approval of the 2016 Nuisance Abatement Report and the placements of the special assessments on the Ventura County 2017-18 property tax roll will enable the City to recover \$1,636.68 in nuisance abatement costs incurred in 2016.

### **ATTACHMENTS:**

Attachment A. 2016 Abatement Cost Report

## NUISANCE ABATEMENT REPORT

The City has abated nuisances on the following properties in accordance with Oxnard City Code Chapter 7.

| <u>PROPERTY OWNER</u>                                                        | <u>LIEN PARCEL NO.</u>                                    | <u>CLEAN UP DATE</u> | <u>TOTAL DUE</u>                                                          |                                             |
|------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------|---------------------------------------------------------------------------|---------------------------------------------|
| CHICAGO TITLE INSURANCE CO.<br>P.O. BOX 45023<br>JACKSONVILLE, FL 32232-5023 | 183-0-342-215<br>1530 UKIAH ST<br>NOTICE DATE: 06/07/2016 | 06/29/2016           | ABATEMENT COSTS:<br>NOTICE COSTS:<br>APPEAL COSTS:<br><b>TOTAL COSTS:</b> | 597.00<br>50.00<br><br>647.00               |
| ANGEL ALVARADO<br>SHELLEY BRYSON<br>397 HUPA ST.<br>VENTURA, CA 93001        | 201-0-111-140<br>N. HAYES AVE.<br>NOTICE DATE: 07/15/2016 | 09/08/2016           | ABATEMENT COSTS:<br>NOTICE COSTS:<br>APPEAL COSTS:<br><b>TOTAL COSTS:</b> | 939.68<br>\$50.00<br><br>\$989.68           |
|                                                                              | REPORT TOTALS                                             |                      | ABATEMENT COSTS:<br>NOTICE COSTS:<br>APPEAL COSTS:<br><b>TOTAL COSTS:</b> | 1536.68<br>\$100.00<br><br><b>\$1636.68</b> |



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing**

**AGENDA ITEM NO.: 2**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Ashley Golden  
Development Services Director

**SUBJECT:** Recovery of Civil Citation Fines (5/10/15)

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

**RECOMMENDATION:**

That City Council: 1) conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

**BACKGROUND**

Oxnard City Code (OCC) Sections 7-50 to 7-64, inclusive, set forth the procedures for recovering fines levied by the City in the form of civil citations for the City Code violations. OCC Section 7-52 provides that civil citation fines be paid by the person who received the citation. Furthermore, OCC Section 7-64(E) provides that fines may be recovered as a special assessment against the property belonging to the person who received the citation. Pursuant to OCC Section 7-64, notice has been given to each responsible property owner of this assessment hearing.

Pursuant to OCC Section 7-64(H), the City Council is to consider objections by any property owner whose property is to be assessed with civil citation fines as set forth in the cost report. Appropriate adjustments to the cost report may be made at the City Council's direction.

Recovery of Civil Citation Fines (5/10/15)

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The purpose of this hearing is not to determine the validity of the underlying civil citations. Under the OCC, those cited have a right to preliminary review of their civil citation, a full administrative hearing, and judicial review of the citation. The citations that are the subject of the cost report have either not been appealed or have been previously appealed through this process. In either case, the appeal process for these citations is concluded. The only issue now before the City Council is objections to the cost report from those liable for the proposed assessment.

The 2016 Civil Citation Cost Report (Attachment A) lists eleven (11) property owners and \$24,450 in fines to be recovered. The number of owners and the total dollar amount are down from previous years due to the Code Compliance Division's enhanced emphasis on community outreach and education. These efforts have led to an increased level of compliance and also minimized the amount of citations issued to property owners.

Upon approval of the cost report, the City Manager shall file a certified copy of the cost report with the Ventura County Auditor-Controller in order to enter the civil citations fines as special assessments on the fiscal year 2017-2018 property tax roll.

### **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. 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 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

### **FINANCIAL IMPACT**

Approval of the 2016 Civil Citations Cost Report and the placements of the special assessments on the Ventura County 2017-2018 property tax roll will allow for the collection of \$24,450 in outstanding revenue.

### **ATTACHMENTS:**

Attachment A. 2016 Civil Citation Cost Report



# CIVIL CITATION COST REPORT

## The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

| PROPERTY OWNER                                                       | LIEN PARCEL NO.                                                                                                     | TOTAL FINE ON LIEN                                                                    |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Ricardo Chacon<br>510 E Channel Islands Blvd<br>Oxnard CA 93033      | APN: 219-0-026-050<br>VIOLATION ADDRESS: 510 E Channel Islands Blvd<br>CITATION NO. 49428 ISSUED DATE: 3/29/2016    | FINE AMOUNT: \$100<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$125</b>   |
| Ricardo Chacon<br>510 E. Channel Islands Blvd.<br>Oxnard CA 93033    | APN: 219-0-026-050<br>VIOLATION ADDRESS: 510 E. Channel Islands Blvd.<br>CITATION NO. 50269 ISSUED DATE: 10/20/2016 | FINE AMOUNT: \$400<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$425</b>   |
| Ricardo Chacon<br>510 E. Channel Islands Blvd.<br>Oxnard CA 93033    | APN: 219-0-026-050<br>VIOLATION ADDRESS: 510 E. Channel Islands Blvd.<br>CITATION NO. 50539 ISSUED DATE: 11/30/2016 | FINE AMOUNT: \$1000<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$1025</b> |
| Ricardo Chacon Sr<br>510 E. Channel Islands Blvd.<br>Oxnard CA 93033 | APN: 219-0-026-050<br>VIOLATION ADDRESS: 510 E. Channel Islands Blvd.<br>CITATION NO. 50240 ISSUED DATE: 9/16/2016  | FINE AMOUNT: \$200<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$225</b>   |
| Rita Diaz<br>13105 Williamsburg Pl<br>Bakersfield CA 93314-6507      | APN: 202-0-021-090<br>VIOLATION ADDRESS: 121 North H St<br>CITATION NO. 48926 ISSUED DATE: 1/22/2016                | FINE AMOUNT: \$800<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$825</b>   |
| Rita Diaz<br>13105 Williamsburg Pl<br>Bakersfield CA 93314-6507      | APN: 202-0-021-090<br>VIOLATION ADDRESS: 121 North H St<br>CITATION NO. 48927 ISSUED DATE: 1/22/2016                | FINE AMOUNT: \$800<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$825</b>   |
| Rita Diaz<br>13105 Williamsburg Pl<br>Bakersfield CA 93314-6507      | APN: 202-0-021-090<br>VIOLATION ADDRESS: 121 North H St<br>CITATION NO. 49588 ISSUED DATE: 7/27/2016                | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| Rita Diaz<br>13105 Williamsburg Pl<br>Bakersfield CA 93314-6507      | APN: 202-0-021-090<br>VIOLATION ADDRESS: 121 North H St<br>CITATION NO. 49589 ISSUED DATE: 7/27/2016                | FINE AMOUNT: \$2000<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$2025</b> |
| Fedelina Durmiendo<br>631 Yale Pl.<br>Oxnard CA 93033                | APN: 222-0-261-055<br>VIOLATION ADDRESS: 631 Yale Pl.<br>CITATION NO. 50265 ISSUED DATE: 10/19/2016                 | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| Fedelina Durmiendo<br>631 Yale Pl.<br>Oxnard CA 93033                | APN: 222-0-261-055<br>VIOLATION ADDRESS: 631 Yale Pl.<br>CITATION NO. 50235 ISSUED DATE: 9/13/2016                  | FINE AMOUNT: \$200<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$225</b>   |
| Fedelina Durmiendo<br>631 Yale Pl.<br>Oxnard CA 93033                | APN: 222-0-261-055<br>VIOLATION ADDRESS: 631 Yale Pl.<br>CITATION NO. 50527 ISSUED DATE: 11/9/2016                  | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| Fedelina Durmiendo<br>631 Yale Pl.<br>Oxnard CA 93033                | APN: 222-0-261-055<br>VIOLATION ADDRESS: 631 Yale Pl.<br>CITATION NO. 50549 ISSUED DATE: 12/14/2016                 | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| Fermin Guido<br>1501 Valencia Pl.<br>Oxnard CA 93035                 | APN: 222-0-052-010<br>VIOLATION ADDRESS: 5298 Cypress Rd<br>CITATION NO. 47413 ISSUED DATE: 1/19/2016               | FINE AMOUNT: \$300<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$325</b>   |
| Fermin Guido<br>1501 Valencia Pl.<br>Oxnard CA 93035                 | APN: 222-0-052-010<br>VIOLATION ADDRESS: 5298 Cypress Rd<br>CITATION NO. 50206 ISSUED DATE: 11/8/2016               | FINE AMOUNT: \$1500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$1525</b> |
| Cesar Hernandez<br>1101 W. Poplar St.<br>Oxnard CA 93033             | APN: 205-0-462-315<br>VIOLATION ADDRESS: 1101 W. Poplar St.<br>CITATION NO. 49492 ISSUED DATE: 6/1/2016             | FINE AMOUNT: \$400<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$425</b>   |
| Cesar Hernandez<br>1101 W. Poplar St.<br>Oxnard CA 93033             | APN: 205-0-462-315<br>VIOLATION ADDRESS: 1101 W. Poplar St.<br>CITATION NO. 49496 ISSUED DATE: 11/23/2016           | FINE AMOUNT: \$1000<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$1025</b> |

## CIVIL CITATION COST REPORT

### The City has levied Civil Penalties in accordance with City Ordinance Chapter 7

| PROPERTY OWNER                                                         | LIEN PARCEL NO.                                                                                               | TOTAL FINE ON LIEN                                                                    |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| David Rastegar<br>760 S. Oxnard Blvd.<br>Oxnard CA 93030               | APN: 201-0-273-090<br>VIOLATION ADDRESS: 760 S. Oxnard Blvd.<br>CITATION NO. 49598 ISSUED DATE: 8/10/2016     | FINE AMOUNT: \$100<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$125</b>   |
| David Rastegar<br>760 S. Oxnard Blvd.<br>Oxnard CA 93030               | APN: 201-0-273-090<br>VIOLATION ADDRESS: 760 S. Oxnard Blvd.<br>CITATION NO. 49597 ISSUED DATE: 8/10/2016     | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| David Rastegar<br>760 So Oxnard Blvd<br>Oxnard CA 93030                | APN: 201-0-273-090<br>VIOLATION ADDRESS: 760 So Oxnard Blvd<br>CITATION NO. 48936 ISSUED DATE: 3/4/2016       | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| David Rastegar<br>760 South Oxnard Blvd.<br>Oxnard CA 93030            | APN: 201-0-273-090<br>VIOLATION ADDRESS: 760 South Oxnard Blvd.<br>CITATION NO. 50685 ISSUED DATE: 12/14/2016 | FINE AMOUNT: \$100<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$125</b>   |
| David & Fariba Rastegar<br>5669 Sloan Pl.<br>Calabasas CA 91302-3159   | APN: 201-0-282-115<br>VIOLATION ADDRESS: 950 S. Oxnard Blvd.<br>CITATION NO. 49599 ISSUED DATE: 8/10/2016     | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| David & Fariba Rastegar<br>5669 Sloan Pl.<br>Calabasas CA 91302-3159   | APN: 201-0-282-115<br>VIOLATION ADDRESS: 950 S. Oxnard Blvd.<br>CITATION NO. 50436 ISSUED DATE: 10/24/2016    | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| David & Fariba Rastegar<br>5669 Sloan Pl.<br>Calabasas CA 91302-3159   | APN: 201-0-282-115<br>VIOLATION ADDRESS: 950 So Oxnard Blvd.<br>CITATION NO. 48937 ISSUED DATE: 3/4/2016      | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| David and Fariba Rastegar<br>5669 Sloan Pl.<br>Calabasas CA 91302-3159 | APN: 201-0-282-115<br>VIOLATION ADDRESS: 950 South Oxnard Blvd.<br>CITATION NO. 50680 ISSUED DATE: 12/1/2016  | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| Abel Ruiz<br>1122 Patterson Rd.<br>Oxnard CA 93035                     | APN: 183-0-250-210<br>VIOLATION ADDRESS: 1122 Patterson Rd.<br>CITATION NO. 44296 ISSUED DATE: 4/21/2016      | FINE AMOUNT: \$2000<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$2025</b> |
| Sanchez Trust<br>2223 River Ridge Rd.<br>Oxnard CA 93036               | APN: 202-0-054-010<br>VIOLATION ADDRESS: 216 W First St.<br>CITATION NO. 49564 ISSUED DATE: 8/8/2016          | FINE AMOUNT: \$1000<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$1025</b> |
| Bricio G Zaragoza<br>327 N Harrison Ave.<br>Oxnard CA 93030            | APN: 201-0-051-070<br>VIOLATION ADDRESS: 327 N Harrison Ave.<br>CITATION NO. 48955 ISSUED DATE: 1/19/2016     | FINE AMOUNT: \$200<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$225</b>   |
| Bricio G Zaragoza<br>327 N Harrison Ave.<br>Oxnard CA 93030            | APN: 201-0-051-070<br>VIOLATION ADDRESS: 327 N Harrison Ave.<br>CITATION NO. 49532 ISSUED DATE: 4/25/2016     | FINE AMOUNT: \$200<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$225</b>   |
| Bricio G Zaragoza<br>409 N. Bonita Ave.<br>Oxnard CA 93030             | APN: 201-0-062-300<br>VIOLATION ADDRESS: 409 N. Bonita Ave.<br>CITATION NO. 49508 ISSUED DATE: 4/19/2016      | FINE AMOUNT: \$100<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$125</b>   |
| Bricio G Zaragoza<br>409 N. Bonita Ave.<br>Oxnard CA 93030             | APN: 201-0-062-300<br>VIOLATION ADDRESS: 409 N. Bonita Ave.<br>CITATION NO. 50302 ISSUED DATE: 9/12/2016      | FINE AMOUNT: \$200<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$225</b>   |
| Bricio G Zaragoza<br>409 N. Bonita Ave.<br>Oxnard CA 93030             | APN: 201-0-062-300<br>VIOLATION ADDRESS: 409 N. Bonita Ave.<br>CITATION NO. 50319 ISSUED DATE: 10/24/2016     | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |
| Tony Solis / Angel Borjon<br>1000 King St.<br>Oxnard CA 93030          | APN: 202-0-165-230<br>VIOLATION ADDRESS: 1000 King St.<br>CITATION NO. 48935 ISSUED DATE: 3/4/2016            | FINE AMOUNT: \$500<br>LATE FEE: \$25<br>PARTIAL PAYMENT<br><b>TOTAL FINE: \$525</b>   |

## CIVIL CITATION COST REPORT

**The City has levied Civil Penalties in accordance with City Ordinance Chapter 7**

| PROPERTY OWNER                                                | LIEN PARCEL NO.                  | TOTAL FINE ON LIEN |         |
|---------------------------------------------------------------|----------------------------------|--------------------|---------|
| Tony Solis<br>1000 King St.<br>Oxnard CA 93030                | APN: 202-0-165-230               | FINE AMOUNT:       | \$2500  |
|                                                               | VIOLATION ADDRESS: 1000 King St. | LATE FEE:          | \$25    |
|                                                               | CITATION NO. 49591               | PARTIAL PAYMENT    |         |
|                                                               | ISSUED DATE: 7/28/2016           | TOTAL FINE:        | \$2525  |
| Tony Solis / Angel Borjon<br>1000 King St.<br>Oxnard CA 93030 | APN: 202-0-165-230               | FINE AMOUNT:       | \$2500  |
|                                                               | VIOLATION ADDRESS: 1000 King St. | LATE FEE:          | \$25    |
|                                                               | CITATION NO. 50332               | PARTIAL PAYMENT    |         |
|                                                               | ISSUED DATE: 9/27/2016           | TOTAL FINE:        | \$2525  |
| REPORT TOTALS                                                 |                                  | FINE AMOUNT:       | \$23600 |
|                                                               |                                  | LATE FEE:          | \$850   |
|                                                               |                                  | PARTIAL PAYMENT    |         |
|                                                               |                                  | TOTAL FINE:        | \$24450 |



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 1**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Jim Throop  
Chief Financial Officer

**Jim Throop**

**SUBJECT:** Landscape Maintenance District Contracts for FY 17-18, 18-19 and 19-20  
(5/15/20)

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

**RECOMMENDATION:**

That City Council approve and authorize the City Manager to execute the following:

1. Agreement A-7970 with Kaneko Landscaping, Inc. to provide landscape maintenance services to thirty seven (37) landscape maintenance districts (LMDs) in the total amount of \$1,516,680.00
2. Agreement A-7971 with Garcia's Landscape Maintenance, Inc. to provide landscape maintenance services to three (3) LMDs in the total amount of \$108,000.

That City Council additionally approve the following:

3. A 10 percent contingency amount of \$151,668 for Agreement A-7970 for maintenance services with Kaneko Landscaping, Inc.
4. A 10 percent contingency amount of \$10,800 for Agreement A-7971 for maintenance services with Garcia's Landscape Maintenance, Inc.

The LMDs have landscaping improvements that add value and enhance the aesthetic qualities of the districts. All parcels within these districts are assessed for the annual cost of maintenance.

LMD Contracts for Fiscal Years 17-18, 18-19 and 19-20 (5/15/20)

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City staff re-vamped the maintenance contract to incorporate stricter standards and requirements with which vendors must comply. Once the contract was prepared, staff initiated a pre-qualification process in March 2017 to ensure only the bidders who provide the high quality work the LMDs desire could bid.

City staff made every effort to reach out to as many potential vendors as possible and efforts included the following:

1. Fifteen (15) plan rooms were emailed with the notice to post
2. Twenty Six (26) vendors received personal letters from the City inviting them to pre-qualify
3. City staff researched trade publications and journals between LA County and San Luis Obispo County and called and emailed requesting posting of the pre-qualification notice
4. The notice was posted in Vida and Ventura County Star newspapers
5. City staff personally called each vendor receiving a letter inviting them to pre-qualify

As a result, four vendors pre-qualified: Mariposa Landscapes, Landscape Development, Inc., Kaneko Landscaping, Inc. and Garcia's Landscape Maintenance, Inc.

Staff released a request for bids in March 2017. The bid sheets required each bidder to provide prices per district at each of the five (5) service levels listed below:

|                          | Service Levels        |                       |                            |                       |               |
|--------------------------|-----------------------|-----------------------|----------------------------|-----------------------|---------------|
|                          | A                     | B                     | C                          | D                     | F             |
| Turf mowing and edging   | Weekly                | Every 2 weeks         | Every 3rd week             | Monthly               | Quarterly     |
| Aerate turf              | 3x per Year           | Annually              | Annually                   | Annually              | Not Performed |
| Dethatch turf            | Annually              | Annually              | Annually                   | Not Performed         | Not Performed |
| Fertilizing - turf       | Quarterly             | Bi-annually           | Annually                   | Annually              | Not Performed |
| Trash and debris removal | Daily                 | Weekly                | Weekly                     | Weekly                | Not Performed |
| Weed control             | Weekly                | 2x/Month              | Monthly                    | Monthly               | Not Performed |
| Graffiti removal         | Respond w/in 24 hours | Respond w/in 24 hours | Respond w/in 24 hours      | Respond w/in 24 hours | Not Performed |
| Irrigation inspections   | Weekly                | Every 2 weeks         | Every 3 <sup>rd</sup> week | Quarterly             | Not Performed |
| Pruning and trimming –   | Consistently neat     | Monthly               | Monthly                    | Quarterly             | Semi-Annually |

LMD Contracts for Fiscal Years 17-18, 18-19 and 19-20 (5/15/20)

June 6, 2017

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|             |  |  |  |  |  |
|-------------|--|--|--|--|--|
| Groundcover |  |  |  |  |  |
|-------------|--|--|--|--|--|

(The chart above does not list all tasks.)

Of the four (4) pre-qualified vendors, two (2) submitted bids. The lowest bidder was determined per LMD so each district would get the best deal. Kaneko Landscaping, Inc. was the lowest bidder for 37 districts, and Garcia's Landscape Maintenance, Inc. was the lowest bidder for three (3) districts.

The City has also recently created a new Special Districts Division with fully dedicated staff working in the districts. All staff in the division will be tracking their time to ensure the accuracy of the administrative and overhead charges to the districts according to the time spent in those districts.

Additionally, City staff in coordination with NBS, hosted two town halls on April 7 and 8, 2017 to provide some historical perspective, discuss the bid results, desired service levels, and to obtain feedback and answer questions regarding the overall maintenance program. Between the two days, about forty (40) residents attended. City staff also received over twenty (20) phone calls and letters from residents unable to attend the town halls, but desiring to provide feedback.

As a result of feedback received from residents along with the bid results and available funding by district, the following are the districts and service levels selected according to the lowest bidder. All contracts are for a three year term.

PLEASE NOTE: Due to file size, the contracts are not being reproduced for the agenda packet, but they are available at [www.oxnard.org/city-meeting](http://www.oxnard.org/city-meeting) as well as the City Clerk's office.

| District Name                    | Contractor | Service Level |
|----------------------------------|------------|---------------|
| RiverRidge - 3                   | Kaneko     | B             |
| Mandalay Bay/ Beach Main - MAD 4 | Kaneko     | D             |
| Strawberry Fields - 9            | Kaneko     | C             |
| Country Club - 10                | Kaneko     | B             |
| St. Tropaz - 11                  | Kaneko     | F             |
| Standard Pacific - 12            | Kaneko     | B             |
| Le Village - 13                  | Kaneko     | D             |
| California Cove - 14             | Kaneko     | D             |
| Pelican Pointe - 15              | Kaneko     | B             |
| California Lighthouse - 16       | Kaneko     | C             |
| Greystone - 23                   | Kaneko     | D             |
| Vineyards - 24                   | Kaneko     | C             |
| The Pointe - 25                  | Garcia's   | B             |
| Rose Island - 27                 | Kaneko     | D             |
| Harborside - 28                  | Kaneko     | B             |

LMD Contracts for Fiscal Years 17-18, 18-19 and 19-20 (5/15/20)

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|                              |          |   |
|------------------------------|----------|---|
| HAAS - 30                    | Kaneko   | B |
| Rancho de la Rosa - 31       | Kaneko   | B |
| Oak Park - 32                | Kaneko   | B |
| El Paseo - 33                | Kaneko   | B |
| Sunrise Pointe - 34          | Kaneko   | B |
| Villa Santa Cruz/Carmel - 36 | Kaneko   | B |
| Pacific Breeze - 37          | Kaneko   | B |
| Aldea del Mar - 38           | Kaneko   | B |
| El Sueno/Promesa - 39        | Kaneko   | B |
| DR Horton - 39               | Kaneko   | B |
| Cantada - 40                 | Kaneko   | B |
| Pacific Cove - 41            | Kaneko   | B |
| Cantabria/Coronado - 42      | Kaneko   | B |
| Greenbelt - 43               | Kaneko   | B |
| Daily Ranch - 46             | Kaneko   | B |
| Sycamore Place - 47          | Kaneko   | B |
| Cameron Ranch - 49           | Kaneko   | B |
| PV Senior Housing - 50       | Kaneko   | B |
| Pfeiler - 51                 | Kaneko   | B |
| Wingfield - 52               | Kaneko   | B |
| Huff Court - 53              | Kaneko   | D |
| Meadow Crest - 54            | Kaneko   | B |
| Wingfield West - 55          | Garcia's | B |
| Westwind - 58                | Garcia's | B |
| Artisan - 60                 | Kaneko   | B |

## STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. 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:

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

## FINANCIAL IMPACT

The cost for these agreements will be paid directly by the individual LMD's as follows:

| District Name  | Account           | Total Contract Amount |
|----------------|-------------------|-----------------------|
| RiverRidge - 3 | 124-5702-804-8209 | \$45,000              |

LMD Contracts for Fiscal Years 17-18, 18-19 and 19-20 (5/15/20)

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|                                  |                   |           |
|----------------------------------|-------------------|-----------|
| Mandalay Bay/ Beach Main - MAD 4 | 125-5702-804-8209 | \$36,000  |
| Strawberry Fields - 9            | 126-5702-804-8209 | \$3,600   |
| Country Club - 10                | 128-5702-804-8209 | \$13,500  |
| St. Tropaz - 11                  | 129-5702-804-8209 | \$2,775   |
| Standard Pacific - 12            | 131-5702-804-8209 | \$16,200  |
| Le Village - 13                  | 134-5702-804-8209 | \$3,600   |
| California Cove - 14             | 132-5702-804-8209 | \$36,000  |
| Pelican Pointe - 15              | 135-5702-804-8209 | \$2,700   |
| California Lighthouse - 16       | 133-5702-804-8209 | \$24,300  |
| Greystone - 23                   | 143-5702-804-8209 | \$10,200  |
| Vineyards - 24                   | 144-5702-804-8209 | \$21,750  |
| The Pointe - 25                  | 145-5702-804-8209 | \$28,800  |
| Rose Island - 27                 | 147-5702-804-8209 | \$34,200  |
| Harborside - 28                  | 148-5702-804-8209 | \$61,200  |
| HAAS - 30                        | 151-5702-804-8209 | \$47,700  |
| Rancho de la Rosa - 31           | 152-5702-804-8209 | \$75,600  |
| Oak Park - 32                    | 153-5702-804-8209 | \$17,820  |
| El Paseo - 33                    | 154-5702-804-8209 | \$35,100  |
| Sunrise Pointe - 34              | 156-5702-804-8209 | \$56,700  |
| Villa Santa Cruz/Carmel - 36     | 157-5702-804-8209 | \$102,600 |
| Pacific Breeze - 37              | 158-5702-804-8209 | \$17,820  |
| Aldea del Mar - 38               | 159-5702-804-8209 | \$95,400  |
| El Sueno/Promesa - 39            | 160-5702-804-8209 | \$114,882 |
| DR Horton - 39                   | 161-5702-804-8209 | \$41,718  |
| Cantada - 40                     | 162-5702-804-8209 | \$46,800  |
| Pacific Cove - 41                | 163-5702-804-8209 | \$18,000  |
| Cantabria/Coronado - 42          | 164-5702-804-8209 | \$127,800 |
| Greenbelt - 43                   | 165-5702-804-8209 | \$95,400  |
| Daily Ranch - 46                 | 170-8003-899-8209 | \$115,200 |
| Sycamore Place - 47              | 170-8004-899-8209 | \$21,600  |
| Cameron Ranch - 49               | 170-8006-899-8209 | \$10,620  |
| PV Senior Housing - 50           | 170-8007-899-8209 | \$25,020  |
| Pfeiler - 51                     | 170-8008-899-8209 | \$95,400  |
| Wingfield - 52                   | 170-8009-899-8209 | \$13,500  |
| Huff Court - 53                  | 170-8010-899-8209 | \$1,275   |
| Meadow Crest - 54                | 170-8012-899-8209 | \$5,400   |
| Wingfield West - 55              | 170-8013-899-8209 | \$36,000  |
| Westwind - 58                    | 170-8016-899-8209 | \$43,200  |
| Artisan - 60                     | 170-8018-899-8209 | \$24,300  |





**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 1**

**DATE:** June 6, 2017

**TO:** City Council

**FROM:** Stephen Fischer  
City Attorney

**Jefferson Billingsley**

**SUBJECT:** Ventura Council of Governments (VCOG) Joint Powers Authority (JPA) Agreement

**CONTACT:** Stephen Fischer, City Attorney  
Stephen.Fischer@oxnard.org, 385-7483

**RECOMMENDATION:**

That City Council authorize the Mayor to execute the Ventura Council of Governments (VCOG) Joint Powers Authority (JPA) Agreement

**BACKGROUND**

The City of Oxnard has been a member of the Ventura Council of Governments (VCOG) since 1992. VCOG is a voluntary joint powers authority representing the 10 cities of Ventura County as well as the County. VCOG's goal is to facilitate cooperative subregional and regional planning, coordination and technical assistance on issues of mutual concern.

VCOG is based on the premise that Ventura County can have more representation without more government and that issues of common concern often extend beyond the purview of local jurisdictions and agencies, requiring insight and input from a wide range of affected interests.

In 2002, VCOG amended its JPA agreement. Although the City has continued to pay annual dues, the City Council has not authorized the Mayor to execute the 2002 agreement. The VCOG dues assessment was last updated in 2014.

**STRATEGIC PRIORITIES**

Ventura Council of Governments (VCOG) Agreement

June 6, 2017

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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 City contributes \$13,328 annually.

**ATTACHMENTS:**

Attachment A: 2002-122 VCOG Joint Powers Authority

VENTURA COUNCIL OF GOVERNMENTS  
A JOINT POWERS AUTHORITY

## AGREEMENT

### VENTURA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY

Pursuant to Section 6500, *et seq.*, of the Government Code and other applicable law, this Ventura Council of Governments Joint Powers Authority Agreement ("Agreement") is made and entered into by and between the following public entities (collectively "Entities"): County of Ventura, City of Camarillo, City of Fillmore, City of Moorpark, City of Ojai, City of Oxnard, City of Port Hueneme, City of San Buenaventura, City of Santa Paula, City of Simi Valley, and City of Thousand Oaks.

### WITNESSETH

The Entities hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

a. That there is a need for area wide planning and coordination between the Entities whose collective jurisdiction is in, the County of Ventura ("County"); and

b. That the public interest requires that long range planning, development and redevelopment within the political boundaries of the Entities must necessarily be coordinated, which can be accomplished only by means of a joint powers agency involving the active participation of the Entities; and

c. That each of the Entities, by and through its legislative body, has determined that a regional organization to accomplish such planning and related activities is required in furtherance of the public interest, necessity and convenience; and

d. That the legislative body of each of the Entities has independently determined that the public interest, convenience and necessity require the execution of this Agreement by and on behalf of the said Entities.

e. Except as provided by Section 2 of this Agreement, this Agreement supersedes the agreement previously entered into by the Entities which was effective December 1, 1992, and the First Amendment to said agreement effective January 15, 1997.

Section 2. Separate Legal Entity. The Entity created by the Agreement dated December 1, 1992 (referenced in Section 1.e above) is a separate legal entity within the meaning of Section 6503.5 of the Government Code ("Agency"). This Agreement reaffirms that the Agency is a separate legal entity.

Section 3. Name. The name of the Agency shall be the Ventura Council of Governments.

Section 4. Purpose of Agency. The purpose of the creation of the Agency is to provide a vehicle for the Entities and other interested persons, public and private entities and organizations to engage in regional, cooperative and comprehensive planning to assist the Entities in the conduct of their affairs as public entities. In addition, the Agency will provide a regional organization for the review of federal and state projects which involve the use of federal and/or state funds, in various forms.

Section 5. Creation of Governing Body. There is hereby created a Governing Body for the Agency ("Governing Body") to conduct the affairs of the Agency. The Governing Body shall be constituted as follows:

a. City Entities. Designation of Regular City Members and Alternate City Members of Governing Body. One person shall be designated as a member of the Governing Body ("Regular City Member") and one person designated as an alternate member of the Governing Body ("Alternate City Member") by the legislative body of each of the Entities, except the County; and

b. County. Designation of Regular County Member and Alternate County Member of Governing Body. One person shall be designated as a member of the Governing Body ("Regular County Member") and one person designated as an alternate member of the Governing Body ("Alternate County Member") by the legislative body of the County; and

c. Eligibility. No person shall be eligible to serve as a Regular City Member, an Alternate City Member, a Regular County Member or an Alternate County Member unless that person is, at all times during the tenure of that person as a member of the Governing Body, an appointed or elected member of the legislative body of one of the appointing Entities. Should any person serving on the Governing Body fail to maintain the status as required by this Section 5, that person's position on the Governing Body shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5.

Section 6. Common Powers. The Agency shall have and exercise the following powers:

a. Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with County-wide and regional significance; and

b. Assemble information helpful in the consideration of problems peculiar to the Entities; and

c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvement in the administration of governmental services.

Section 7. Use of Public Funds and Property. The Agency shall be empowered to utilize for its purposes, public and/or private funds, property and other

resources received from the Entities and/or from other sources. Subject to the approval of the Governing Body, the Entities shall participate in the funding of the Agency in such a manner as the Governing Body shall prescribe, subject to the provisions of Section 23 of this Agreement. Where applicable, the Governing Body of the Agency may permit one or more of the Entities to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Agency's activities.

#### Section 8. Governing Body. Functions.

a. Voting. Members of the Governing Body shall be entitled to cast a vote on matters pending before the Governing Body only if such person is physically present at the meeting of the Governing Body.

b. Participation of Alternates. An Alternate Member may participate in the proceedings of the Governing Body only in the absence of the Entity's Regular Member.

c. Quorum. A quorum of the Governing Body shall consist of not less than fifty percent plus one of its total voting membership.

d. Committees. As needed, the Governing Body may create permanent or ad hoc advisory committees to give advice to the Governing Body on such matters as may be referred to such committee by the Governing Body. Such a committee shall remain in existence until dissolved by the Governing Body. Qualified persons shall be appointed to such committees by the Chair of the Governing Body subject to ratification of the appointment by the Governing Body and each such appointee shall serve at the pleasure of the Governing Body. Subsequent to the approval of the original agreement dated December 1, 1992 (referenced in Section 1.e of this Agreement), the Governing Body created a permanent committee known as the Administrative Committee. The Administrative Committee shall set its own meeting schedule and shall advise the Governing Body on matters within the subject matter jurisdiction of the Agency. The Chair of the Governing Body shall serve as the Chair of the Administrative Committee.

e. Actions. Actions taken by the Governing Body shall be by not less than a majority vote of the total voting membership of the Governing Body unless by a provision of this Agreement, the Bylaws or applicable law a higher number of votes is required to carry a particular motion.

Section 9. Duties of the Governing Body. The Governing Body shall be deemed, for all purposes, the policy making body of the Agency. All of the powers of the Agency, except as may be expressly delegated to others pursuant to the provisions of this Agreement, the Governing Body's Bylaws or orders of the Governing Body or by specific action of the Governing Body, shall be exercised by and through the Governing Body.

Section 10. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Body, except as may otherwise be provided in this Agreement, the Bylaws or orders of the Governing Body or applicable law.

Section 11. Meetings of the Governing Body. The Governing Body shall by means of the adoption of Bylaws establish the dates and times of regular meetings of the Governing Body. Regular meetings shall be held not less than four times during each calendar year during the term of this Agreement. The location of each such meeting shall be as directed by the Governing Body.

Section 12. Election of Chair and Chair-Elect.

a. The Chair-Elect holding office as of the last regular meeting of the Governing Body for the calendar year shall be deemed elected to the position of Chair of the Governing Body and shall serve as Chair for a term of one year commencing January 1 of the succeeding calendar year. The Chair-Elect shall be elected at the last regular meeting of the Governing Body for the calendar year and shall serve as Chair-Elect for a term of one year commencing January 1 of the succeeding calendar year. Only members of the Governing Body are eligible to hold the positions of Chair and Chair-Elect. The Governing Body, by majority vote, may change the date for the election of the Chair-Elect and any such change shall only be applicable to the election specified by the Governing Body.

b. If there is a vacancy for any reason in the position of Chair or Chair-Elect, the Governing Body shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

c. The Chair shall be the chairperson of the Governing Body and shall conduct all meetings of the Governing Body and perform such other duties and functions as required of such person by this Agreement, the Bylaws or the Governing Body. The Chair-Elect shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by this Agreement, by the Chair, the Governing Body and the Bylaws.

Section 13. Designation of Treasurer and Auditor. The Governing Body shall designate a qualified person to act as the Treasurer for the Agency and a qualified person to act as the Auditor of the Agency. If the Governing Body so designates, a qualified person may hold both the office of Treasurer and the office of Auditor of the Agency. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be as set by the Governing Body of the Agency.

Section 14. Agency Treasurer. The person holding the position of Treasurer of the Agency shall have charge of the depositing and custody of all funds held by the Agency. The Treasurer shall perform such other duties as may be imposed by applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Body. The Agency's

Auditor shall perform such functions as may be required by this Agreement, the Bylaws and direction of the Governing Body.

Section 15. Designation of Other Officers and Employees. The Governing Body may employ such other officers or employees or independent contractors as appropriate and necessary to conduct the affairs of the Agency. The Governing Body shall appoint a qualified person who is not a member of the Governing Body, to serve in the position of Executive Director of the Agency. The Executive Director shall perform such duties as may be imposed upon that person by this Agreement, the Bylaws, other applicable law, or express direction of the Governing Body.

Section 16. Obligations of Agency. The debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of any of the Entities. No member of the Agency shall be responsible, directly or indirectly, for any obligation, debt or liability of the Agency, whatsoever.

Section 17. Agency Powers. Exercise of. The Agency shall have all of the express powers set forth in Section 6500, *et seq.*, of the Government Code, and other applicable laws and this Agreement. The Agency shall, in addition, have all implied powers necessary to perform its functions. The Agency shall exercise its powers only in a manner consistent with the provisions of this Agreement, the Bylaws and applicable law.

Section 18. Control and Investment of Agency Funds. The Governing Body shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 19. Term. The Agency created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than two-thirds (2/3) of the total voting membership of the Governing Body.

Section 20. Application of Laws to Agency Functions. The Agency shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Section 54950, *et seq.*, of the Government Code).

Section 21. Members of Agency.

a. Withdrawal. A member may withdraw from this Agency by filing its written notice of withdrawal with the Chair of the Governing Board, not less than 60 days before the end of any fiscal year occurring during the term of this Agreement. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of the fiscal year during which the timely notice of withdrawal was given. The withdrawal of a Member shall not, in any way discharge, impair or modify the obligations of the withdrawing Member, in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawing Member shall not



be entitled to the return of any funds or other assets belonging to the Agency, until the effective date of termination of this Agreement.

b. New Members. New Members may be admitted to the Agency upon an affirmative vote of not less than two-thirds (2/3) of the total voting members of the Governing Body, provided that such a proposed new member is a public entity whose jurisdiction lies within, and/or immediately adjacent to, the boundaries of the County. Admission to membership shall be subject to such terms and conditions as the Governing Body as may deem appropriate.

c. Alternate Method of Withdrawal. Notwithstanding any other provision of this Agreement to the contrary, any member may withdraw from this Agency at any time provided that not less than two-thirds (2/3) of the members who are then parties to this Agreement, approve such withdrawal. No such withdrawal shall be effective unless and until the proposed withdrawing member has met all of its financial obligations pursuant to this Agreement. The effective date of the withdrawal shall be the date that all of resolutions duly adopted by the legislative bodies of each member approving such withdrawal, are filed with the Executive Director of the Agency.

Section 22. Interference With Function of Members. The Governing Body shall not take any action with constitutes an interference with the exercise of lawful powers by a member of the Agency.

Section 23. Budget. The Governing Body shall adopt an annual budget for the Agency for the fiscal year commencing July 1 of each year. The budget shall be adopted, and dues shall be approved, at the last regular meeting of the Governing Body prior to June 30 of each year or at the first meeting, regular or special, of the Governing Body after June 30.

Section 24. Dues of Members. The members of the Agency shall be responsible for the payment to the Agency, annually, of dues in the amounts periodically budgeted by the Governing Body, as and for the operating costs of the Agency ("Dues") as follows:

a. Three-fourths (3/4) of all Dues shall be borne by the Entities in proportion to their respective populations. The population figures shall be those population figures set forth in the most recent Population and Housing Estimate prepared by Department of Finance of the State of California ("Estimate") as of January 1 of each year.

b. The remaining one-fourth (1/4) of such Dues shall be borne equally by the Entities

c. The total amount of Dues imposed in any fiscal year, shall not exceed \$200,000.00, unless approved by not less than a majority weighted vote by Members of the Governing Body. "Weighted vote", as used in this subsection, c., of Section 23 of this Agreement, shall be determined as follows: The vote of each Regular or Alternate Member shall be assigned a value equal to the percentage of the amount of

the Entity's Dues to the total amount of the proposed Dues which would be paid by all of the Entities.

d. Illustration of Dues Formula. Attached hereto as Exhibit A is a true copy of the "Ventura Council of Governments 2002-2003 Annual Dues." Pursuant to the formula as set forth in this Section 23, the population figures for the entities and the budget amount specified in Exhibit A shall be modified periodically in the manner provided by the Agreement.

e. Subject to the provisions of Section 24.c of this Agreement, dues may be increased during the Fiscal Year upon a two-thirds (2/3) vote of the members who are then parties to this Agreement.

f. Dues are payable within 60 days of the approval of the dues or by August 1 following the date of the approval, whichever is later. Any Entity which has not paid its dues within said period shall lose its voting privileges under this Agreement until such time as the dues are paid.

Section 25. Issuance of Bonds. The Governing Body shall be permitted to issue bonds or other evidence of indebtedness pursuant to the provisions of Section 6540, *et seq.*, of the Government Code and/or any other applicable law.

Section 26. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Agency, any assets remaining shall be distributed to the Entities in proportion to the then obligation of those Entities' obligation to participate in the funding of the Agency as provided in section 23 hereof.

Section 27. Amendment. This Agreement may be amended at anytime with the consent of all of the Entities.

Section 28. Entire Agreement. This Agreement embodies the entire understanding among the Entities with respect to the matters addressed herein and supercedes all prior agreements, understandings and negotiations, whether written or oral.

Section 29. Headings. The section and subsection headings of this Agreement are for reference purposes only and are not intended to modify the meaning of the text of the section or subsection.

Section 30. Effective Date. The effective date of this Agreement shall be July 25, 2002.

That the Entities have caused this Agreement to be executed on their behalf, respectively, as follows:



County of Ventura

John K. Flynn  
Chairperson of the Board of Supervisors

ATTEST:

ATTEST: JOHN F. JOHNSTON  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: Rolando Rodriguez  
Deputy Clerk of the Board

City of Camarillo

Jeanette L. McDonald  
Mayor

ATTEST:

Sarah A. Harrington  
City Clerk

City of Fillmore

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## County of Ventura

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Chairperson of the Board of Supervisors

ATTEST:

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County Clerk

## City of Camarillo

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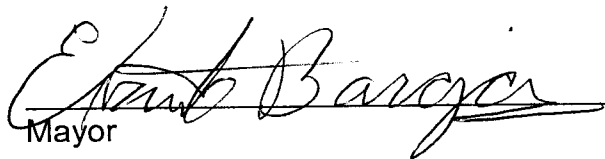
Mayor

ATTEST:

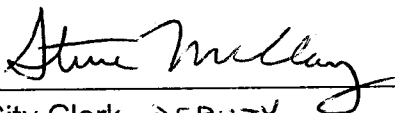
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City Clerk

## City of Fillmore

  
Mayor

ATTEST:

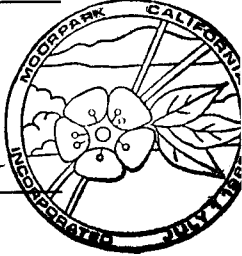
  
City Clerk, DEPUTY

City of Moorpark

Mayor

*Deborah S. Trappenstedt*

City Clerk



ATTEST:

City of Ojai

Mayor

ATTEST:

City Clerk

City of Oxnard

Mayor

ATTEST:

City Clerk

AGREEMENT  
VENTURA COUNCIL OF GOVERNMENTS JOINT POWERS AUTHORITY

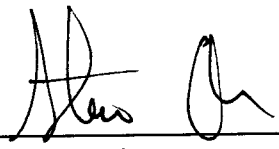
City of Moorpark

\_\_\_\_\_  
Mayor

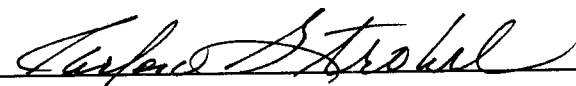
ATTEST:

\_\_\_\_\_  
City Clerk

City of Ojai

  
\_\_\_\_\_  
Mayor , Steve Olsen

ATTEST:

  
\_\_\_\_\_  
City Clerk , Carlon Strobel

City of Oxnard

\_\_\_\_\_  
Mayor

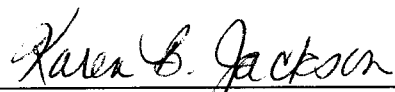
ATTEST:

\_\_\_\_\_  
City Clerk

City of Port Hueneme

  
\_\_\_\_\_  
Mayor ANTHONY C. VOLANTE

ATTEST:

  
\_\_\_\_\_  
City Clerk KAREN B. JACKSON

City of San Buenaventura

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of Santa Paula

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

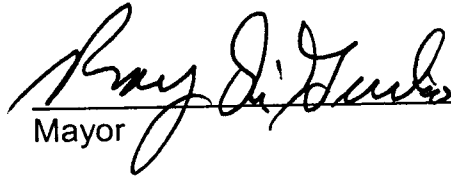
City of Port Hueneme

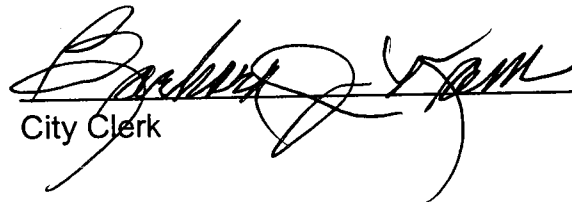
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

City of San Buenaventura

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

City of Santa Paula

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





## City of Port Hueneme

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 Mayor

ATTEST:

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 City Clerk

## City of San Buenaventura

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 Mayor

ATTEST:

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 City Clerk

## City of Santa Paula

*Ray C. Luna*

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 Mayor

ATTEST:

*[Signature]*

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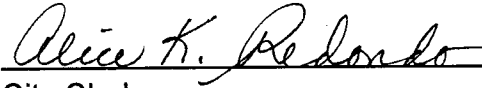
 City Clerk


City of Simi Valley



Mayor

ATTEST:



City Clerk

City of Thousand Oaks

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

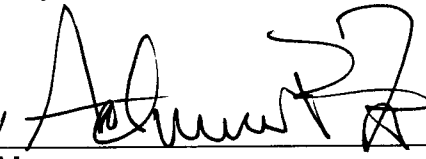
City of Simi Valley

\_\_\_\_\_  
Mayor

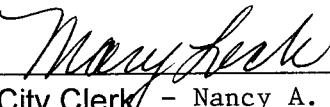
ATTEST:

\_\_\_\_\_  
City Clerk

City of Thousand Oaks

*for*   
\_\_\_\_\_  
Mayor - Edward L. Masry

ATTEST:

*for*   
\_\_\_\_\_  
City Clerk - Nancy A. Dillon

**EXHIBIT A**

**VENTURA COUNCIL OF GOVERNMENTS**  
**FISCAL YEAR 2017/2018**  
**DUES ASSESSMENT BY MEMBER**

| VCOG Member Agency              | Population | Pop %** | 3/4                       |                      | 1/4          |  | Total |
|---------------------------------|------------|---------|---------------------------|----------------------|--------------|--|-------|
|                                 |            |         | Population Distribution** | Equal Distribution** | Assessment** |  |       |
| Camarillo                       | 67,154     | 7.92%   | \$3,861                   | \$1477               | \$5,338      |  |       |
| Fillmore                        | 15,441     | 1.82%   | 887                       | 1,477                | 2,364        |  |       |
| Moorpark                        | 35,727     | 4.21%   | 2,052                     | 1,477                | 3,529        |  |       |
| Ojai                            | 7,612      | 0.90%   | 439                       | 1,477                | 1,916        |  |       |
| Oxnard                          | 206,148    | 24.31%  | 11,851                    | 1,477                | 13,328       |  |       |
| Port Hueneme                    | 22,768     | 2.68%   | 1,307                     | 1,477                | 2,784        |  |       |
| San Buenaventura                | 109,338    | 12.89%  | 6,284                     | 1,477                | 7,761        |  |       |
| Santa Paula                     | 30,556     | 3.60%   | 1,755                     | 1,477                | 3,232        |  |       |
| Simi Valley                     | 126,483    | 14.91%  | 7,269                     | 1,477                | 8,746        |  |       |
| Thousand Oaks                   | 129,349    | 15.25%  | 7,434                     | 1,477                | 8,911        |  |       |
| Ventura County - Unincorporated | 97,497     | 11.50%  | 5,606                     | 1,477                | 7,083        |  |       |
| Total                           | 848,073    | 100.00% | \$48,745                  | \$16,247             | \$64,992     |  |       |

\* Based on the California Department of Finance population estimates (January 1, 2015).

\*\* May not total exactly due to rounding.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 2**

**DATE:** June 6, 2017

**TO:** City Council

**FROM:** Michelle Ascencion  
City Clerk

**SUBJECT:** Minutes of the May 23, 2017 Regular 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 05.23.17 CC regular meeting

MINUTES  
 OXNARD CITY COUNCIL  
 Regular Meeting  
 May 23, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., the regular meeting of the Oxnard City Council was called to order by Mayor Pro Tem Ramirez in the Council Chambers. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present. The City Clerk stated that the agenda was posted May 18, 2017 at City Hall.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Steve Naveau, Human Resources Director; Daniel Rydberg, Public Works Director; James Throop, Chief Financial Officer; Thien Ng, Wastewater Division Manager; Christine Williams, Controller; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None)

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)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in two potential cases.

The City Council will also recess to a closed session, pursuant to Government Code section 54957.6(a), to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City’s negotiators, Steve Naveau, Director of Human Resources, and Burke Dunphy, City’s labor attorney, regarding the Oxnard Public Safety Management Employees’ Association (Fire Unit).”

At 4:34 p.m. the City Council recessed to a closed session. At 6:03 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement:

“The City Council by a unanimous vote has directed the City Attorney’s Office to initiate an action. The action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the City’s ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.”

D. OPENING CEREMONIES

The flag salute, led by Mayor Pro Tem Ramirez, was followed by a moment of silence in honor of the victims of the Manchester terror attacks.

Additional staff members present at this time were Darwin Base, Fire Chief; Arturo Casillas, Housing Director; Ashley Golden, Development Services Director; Ingrid Hardy, Cultural and Community Services Director; Scott Whitney, Police Chief; Raja Bamrungpong, Information Technology Manager; Roger Brooks, Interim Code Compliance Manager; Art Gutierrez, Facilities Maintenance Supervisor; John Kessler, Assistant Planner; Shiri Klima, Assistant City Attorney; Randy Latimer, Police Commander; Karl Lawson, Housing Compliance Services Manager; Licette Maldonado, Utilities Finance Officer; Jeff Miller, Wastewater Maintenance Manager; Kenneth Rozell, Assistant City Attorney; James Torrez, Environmental Resources Supervisor; Todd Vasquez-Housley, Environmental Resources Manager; and Christine Williams, Controller.

#### E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of **Resolution No. 15,009** Commending Walter Fuller for Over 20 Years of Outstanding Volunteer Service to the City of Oxnard.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to adopt the resolution; the motion carried 5-0. Mayor Flynn read the resolution and presented it to Mr. Fuller, who thanked the Council and made some remarks. Public comments were received from Steve Nash.*

At this time, the City Manager announced that Item M-2, "Landscape Maintenance District Contracts for FY 17-18, 18-19, and 19-20," would be removed from the agenda.

#### F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Woodrow Thomas Sr. (status of claim), Aaron Greer (transparency), Steve Nash (potential recall) Karen Salas (Seabreeze Apartments), Alvaro Luquin (Seabreeze Apartments), Amparo Camacho Gasca (Seabreeze Apartments), Al Velasquez (recent murders in Oxnard), Jack Villa (Neighborhood Council elections, transparency), Dan Pinedo (potential recall), Pat Brown (advertising/billboard trucks), Peggy Rivera (potential recall), and Rev. Edgar Mohorko (gang intervention and violence prevention).

#### G. REPORT OF CITY MANAGER

The City Manager reported that staff is in the process of finalizing the FY 2017-18 annual budget and announced there will be upcoming Council work sessions to review the draft budget.

#### H. CITY COUNCIL REPORTS

Councilmember Madrigal wished mothers a belated happy Mothers Day, announced the upcoming La Colonia Neighborhood Council meeting, and expressed condolences for the victims of the recent Manchester terrorist attack.

Mayor Pro Tem Ramirez commended the organizers of the California Strawberry Festival and the Rebozo Festival. She invited the Police Chief to speak about the recent violence in the community.

Councilman MacDonald commented on the violence in the city and the Rebozo Festival.

Councilmember Perello acknowledged Jack Villa and the Neighborhood Councils, and urged the public to share information about crimes with the police.

Mayor Flynn commended the recent California Strawberry Festival, commented on recent violence, hiring more police, priority-based budgeting, and revising the gang injunction.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K2.B, K2.D, K4, and K9 were pulled for discussion.

Regarding K2.B and K2.D: Councilmember Perello and the City Attorney discussed the scope of services for the two contracts.

Regarding K4: Mayor Pro Tem Ramirez, Councilmember Perello, and Mayor Flynn commended Ms. Dang for her years of service to the City.

Regarding K9: This item was pulled from the Information/Consent agenda for individual consideration.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None)

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the May 16, 2017 Regular Meeting.  
RECOMMENDATION: That the City Council approve the Minutes as presented.

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 agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:
  - A. Liebert Cassidy Whitmore (7876-17-CA) for attorney services regarding FLSA compliance issues (\$40,000).
  - B. Olivarez Madruga Lemieux & O'Neill, LLP (7910-17-CA) for attorney services related to water and related utility issues (\$250,000).
  - C. NeoGov (7859-17-HR) for employee performance evaluation module (\$75,098).
  - D. Brownstein Hyatt Farber Schreck, LLP (5373-11-CA) for legal services in connection with the GREAT program and Regional Water Policy issues during transition to new special counsel (\$125,000).
  - E. Empathia Pacific, Inc. (6012-12-HR) for employee assistance program (\$70,000).
  - F. AllStar Fire Equipment, Inc. to purchase 26 turnouts pants and jackets for firefighter academy recruits (\$70,732).
  - G. U.S. Bank for purchase of compressed natural gas for refuse trucks and other vehicles (\$100,000).



Cultural and Community Services Department

3. SUBJECT: Appointment of One Representative to the Ventura County Area Agency on Aging Advisory Council.  
RECOMMENDATION: That City Council approve the recommendation from the Senior Services Commission and appoint Alice Sweetland to the Ventura County Area Agency on Aging Advisory Council.

Housing Department

4. SUBJECT: Resolution Commending Juliette Dang for Over Twenty-Three Years of Service.  
RECOMMENDATION: That City Council adopt **Resolution No. 15,010** commending Juliette Dang for over twenty-three years of exemplary service to the City of Oxnard.
5. SUBJECT: Emergency Solution Grant Policies.  
RECOMMENDATION: That the City Council approve and certify the attached Emergency Solutions Grant Policies and Procedures Manual and Emergency Solutions Grant Subrecipient Handbook for use in the City's Emergency Solutions Grant (ESG) program.

Human Resources Department

6. SUBJECT: Fifth Amendment to Agreement – AppleOne Employment Services.  
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fifth Amendment to Agreement No. 7379-16-HR with AppleOne Employment Services in the amount of \$14,776.53 to pay final invoices for short-term staffing for various City departments.

Public Works Department

7. SUBJECT: Approve Plans and Specifications for Elevator Renovation at 305 W. Third Street (PW 17-34).  
RECOMMENDATION: That City Council approve project plans, specifications and working details and authorize staff to solicit bids for the Elevator Renovation Project at 305 W. Third Street (PW 17-34).
8. SUBJECT: Approve Plans and Specifications for the Police Station Roof Replacement Project.  
RECOMMENDATION: That City Council approve project plans, specifications and working details and authorize staff to solicit bids for the Police Station Roof Replacement Project (PW 17-33).
9. SUBJECT: Second Reading and Adoption of Ordinance No. 2917.

(Item K9 was pulled from the Information/Consent agenda for individual consideration.)

10. SUBJECT: Second Amendment to Agreement No. 6676-14-CM with Jordan Gilbert & Bain Landscape Architect, Inc. for On-Call Landscape Architectural Design and Review Services.

RECOMMENDATION: That City Council approve the Second Amendment to Agreement No. 6676-14-CM with Jordan, Gilbert & Bain Landscape Architect, Inc. for on-call landscape architectural design services and landscape plan review. This amendment is to extend the expiration date to June 30, 2020, and increase the agreement in an amount of \$300,000 for a total amount not to exceed amount of \$750,000.

*It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the Information/Consent Agenda as amended (Items K1 through K8, and K10). VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.*

9. SUBJECT: Second Reading and Adoption of **Ordinance No. 2917**.

RECOMMENDATION: That City Council waive the second reading and adopt Ordinance No. 2917, setting new wastewater rates; and

That City Council direct the City Manager and the Public Works Director that \$500,000 per year in projected additional wastewater rate revenue be earmarked and placed into a “lock box” available only for unanticipated, unbudgeted and unscheduled emergency wastewater repairs each year over the next five year period.

The City Attorney, Assistant City Manager Osuna, Alex Bugbee of Carollo Engineers, and Assistant City Manager Nava gave a report. Discussion ensued among Council and staff.

Public comments were received from Steve Nash, Dick Jaquez, Peggy Rivera, Alicia Percell, Aaron Starr, Manuel Herrera, Pat Brown, David Littell, Al Velasquez, Daniel Chavez Jr., Woodrow Thomas Sr., Barbara Macri-Ortiz, Dan Pinedo, Elva Lindsey, Francine Castanon, and Harold Ceja. Further discussion ensued.

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

## L. PUBLIC HEARINGS

### Development Services Department

1. SUBJECT: Appeal of Planning Commission Denial of a Special Use Permit (SUP) to Allow the Sale of Beer, Wine, and Distilled Spirits for Off-Site Consumption (ABC License Type 21 Off-Sale General) at a Proposed Liquor Store (Marina Liquor), Which Will be Located at 1601 South Victoria Avenue, Suite 120 (Seabridge Marina Center).  
RECOMMENDATION: As a result of the Applicant’s refusal to accept two Police Department conditions of approval, adopt **Resolution No. 15,011** to uphold the Planning Commission’s denial of Planning and Zoning Permit No. 16-510-02 (Special Use Permit), subject to certain findings.

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

The Development Services Director and Police Commander gave a report. Applicants Essam Salameh and Rick Nyznyk made some comments.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from David Baumwall, Gregg Hughes, Jim Quinlan, Kris Bugbee, Marjorie Cole, Helene Goodman, Daniel Chavez Jr., Pat Brown, and Woodrow Thomas Sr.

Councilmember Perello, seconded by Councilman MacDonald, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

Discussion ensued among the Council and staff.

*It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve staff's recommendation as presented, upholding the Planning Commission's denial of PZ Permit No. 16-510-02. VOTE: Flynn, MacDonald Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.*

(As it was after 10:00 p.m., the City Council voted unanimously for the following item to be heard.)

#### M. REPORTS

##### Human Resources Department

3. SUBJECT: Adoption of Successor Memoranda of Understanding and Amended Salary and Benefits Resolutions.

RECOMMENDATION: That the City Council:

- 1) Adopt **Resolution Nos. 15,012 and 15,013** approving successor memoranda of understanding (MOU) with the following bargaining units:
  - a. International Union of Operating Engineers Local 501 (IUOE); and
  - b. Oxnard Mid-Managers Association (OMMA).
- 2) Adopt **Resolution No. 15,014** approving the side letter agreement between the City and Service Employees International Union, Local #721, CLC (SEIU).
- 3) Adopt a resolution repealing and replacing Resolution No. 14,883 establishing the salary and benefits for unrepresented Confidential Non-Managers, Confidential Mid-Managers, and Executive Employees.

The Human Resources Director announced that Recommendation #3 would be removed, and introduced Burke Dunphy from Renne Sloan Holtzman Sakai LLP, who gave a report.

Public comments were received from OMMA Board Members Karl Lawson, Jeff Miller, Tammy Gutierrez, and Ron Dunne; and IUOE Chief Steward Roger Brooks.

Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve staff's recommendation as amended (Recommendations 1 and 2 only). VOTE: Flynn, MacDonald Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.*

Public Works Department

1. SUBJECT: Purchase of 15 Compressed Natural Gas Trucks.

(This item was postponed due to time.)

Finance Department

2. SUBJECT: Landscape Maintenance District Contracts for FY 17-18, 18-19 and 19-20.

(This item was pulled from the agenda.)

Public Works Department

4. SUBJECT: Blanket Purchase Order No. 6260 with Shell Fleet Card Services to Extend Agreement a Sixth Year for Gas Station Fuel and Car Wash Service for FY 2017-18.

(This item was postponed due to time.)

N. PUBLIC COMMENTS ON REPORTS (None)

CONTINUATION OF PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Public comments were received from Daniel Chavez Jr.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 11:02 p.m.

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MICHELLE ASCENCION, CMC  
City Clerk

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TIM FLYNN  
Mayor



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 3**

**DATE:** June 6, 2017

**TO:** City Council

**FROM:** Greg Nyhoff  
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

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

**CONTACT:** Greg Nyhoff, City Manager  
Greg.Nyhoff@oxnard.org, 385-7430

**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. Kaneko Landscaping, Inc. (7059-15-CM) to provide monthly maintenance of the landscaping areas within the Waterways District at Mandalay Bay (\$38,400).
- B. Kaneko Landscaping, Inc. (7060-15-CM) to provide monthly maintenance of the landscaping areas within the Waterways Assessment District at Harbor Island (\$30,000).
- C. The Groundkeeper, Inc. (652-14-PW) for landscape maintenance services for Public Works facilities (\$70,000).
- D. Weck Laboratories, Inc. (A-7583) for laboratory chemical testing and sampling for the Water Division (\$157,000).
- E. Ventura County Tax Collector for property taxes incurred during the building of Fire Station 8 (\$25,795).
- F. CDWG for network hardware (\$28,482).
- G. Aztec Data Supply for sinology servers and related hardware (\$80,097).
- H. Aztec Data Supply for VMWARE software license (\$36,680).

**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

Agreements for City Council Review

June 6, 2017

Page 2

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**

Funding information is included on the attached list.

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 June 6, 2017

# City Manager Contract List for 06/06/2017

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

K.3.a

## A Monthly Maintenance Services for Waterways - Mandalay Bay

**Vendor:** Kaneko Landscaping, Inc.  
**Type:** Amendment  
**Agreement No.:** 7059-15-CM  
**Amendment No.:** 2  
**Purchase Order No.:** 5462  
**Begin Date:** 07/01/2017  
**End Date:** 06/30/2018  
**Term:** 1 year

**Amount to be Approved:** \$38,400  
**Current FY Amount:**  
**Total Contract Amount:** \$115,200  
**Funding Source:** Waterways District  
**Vendor Selection Process:** Informal Bids  
**# of Bids/Proposals/Quotes:** 3  
**Project Manager:** Sandra Burkhart  
**Department:** Finance Department  
**Telephone:** 805-385-7578  
**Email:** sandra.burkhart@oxnard.org

**Purpose:** Staff is requesting authorization to enter into a Second Amendment with Kaneko Landscaping Services, Inc., in the amount of \$38,400 to provide maintenance of the landscaping areas within the Waterways District at Mandalay Bay.

In July 2015, staff entered into Agreement No. 7059-15-CM with Kaneko Landscaping, Inc. for maintenance services within the Waterways Assessment District - Mandalay Bay. At that time a request for bid was issued. Out of the 8 vendors, 3 responded and Kaneko was the lowest bidder. The agreement was amended in April 2016 to extend the contract for an additional year. This second amendment would extend the contract for one additional year (June 30, 2018).

## B Monthly Maintenance Services for Waterways - Harbor Island

**Vendor:** Kaneko Landscaping, Inc.  
**Type:** Amendment  
**Agreement No.:** 7060-15-CM  
**Amendment No.:** 3  
**Purchase Order No.:** 5463  
**Begin Date:** 07/01/2017  
**End Date:** 06/30/2018  
**Term:** 1 year

**Amount to be Approved:** \$30,000  
**Current FY Amount:**  
**Total Contract Amount:** \$97,100  
**Funding Source:** Waterways District  
**Vendor Selection Process:** Informal Bids  
**# of Bids/Proposals/Quotes:** 3  
**Project Manager:** Sandra Burkhart  
**Department:** Finance Department  
**Telephone:** 805-385-7578  
**Email:** sandra.burkhart@oxnard.org

**Purpose:** Staff is requesting authorization to enter into a Third Amendment with Kaneko Landscaping Services, Inc., in the amount of \$30,000 to provide maintenance of the landscaping areas within the Waterways Assessment District at Harbor Island.

In July 2015, staff entered into Agreement No. 7060-15-CM with Kaneko Landscaping, Inc. for landscape maintenance services within the Waterways Assessment District - Harbor Island. At that time, a request for bid was issued. Out of the 8 vendors, 3 responded and Kaneko was the lowest bidder. The agreement was first amended in February 2016 to extend the contract for an additional year. This contract was amended a second time in September 2016 for \$7,100 for additional services outside the scope of the contract. This third amendment would extend the contract for one additional year (June 30, 2018).

# City Manager Contract List for 06/06/2017

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

K.3.a

## C Landscape Maintenance Services to PW Facilities

**Vendor:** The Groundskeeper, Inc.  
**Type:** Amendment  
**Agreement No.:** 6552-14-PW  
**Amendment No.:** 1

**Purchase Order No.:** 4905  
**Begin Date:** 04/14/2014  
**End Date:** 04/14/2018  
**Term:** Four Years

**Amount to be Approved:** \$70,000  
**Current FY Amount:** \$70,000  
**Total Contract Amount:** \$303,335  
**Funding Source:** Water, AWPf, Wastewater and Environmental Resources  
**Vendor Selection Process:** Request for Bids (RFB)  
**# of Bids/Proposals/Quotes:** 5  
**Project Manager:** Grant Dunne  
**Department:** Public Works Department  
**Telephone:** 805-385-8071  
**Email:** grant.dunne@oxnard.org

**Purpose:** On March 8, 2014, the City Council approved Agreement No. 6552-14-PW with The Groundskeeper, Inc. for ongoing landscape maintenance and non-routine landscape tasks for the facility grounds at the Water Campus, Blending Stations # 3, 4, 5, Advanced Water Purification Facility (AWPF), Wastewater Treatment Plant and the Del Norte Regional Recycling and Transfer Station. The Agreement value is \$233,335 with a three-year term ending on April 13, 2017.

This proposed First Amendment increases the Agreement value by \$70,000 from \$233,335 to \$303,335 and extends the term for one additional year through April 13, 2018. The First Amendment maintains the same scope of work and applicable rates. The Public Works Department is planning to issue an RFB in Fiscal Year 2017-18 for landscape maintenance service.



# City Manager Contract List for 06/06/2017

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

K.3.a

## D Laboratory Chemical Testing & Sampling

**Vendor:** Weck Laboratories, Inc.  
**Type:** Amendment  
**Agreement No.:** A-7583  
**Amendment No.:** 2  
  
**Purchase Order No.:** 4502  
**Begin Date:** 05/07/2013  
**End Date:** 05/07/2020  
**Term:** 7 Years

### Amount to be Approved:

**Current FY Amount:** \$157,000

**Total Contract Amount:** \$900,000

**Funding Source:** Wastewater Collection Fund, Wastewater Treatment Fund, and Water Fund

**Vendor Selection Process:** Request for Bids (RFB)

**# of Bids/Proposals/Quotes:** 4

**Project Manager:** Jim Corella

**Department:** Public Works Department

**Telephone:** 805-385-8376

**Email:** jim.corella@oxnard.org

**Purpose:** Staff is requesting authorization to enter into a Second Amendment with Weck Laboratories (A-7583) to extend the contract from May 7, 2017 to May 7, 2020 for laboratory chemical testing and sampling for the Wastewater and Water Division.

On January 23, 2013, a Request for Bid (RFB) for laboratory chemical testing and sampling was distributed to seven (7) vendors, posted on the City's website, and advertised in three (3) local papers with a closing date of February 7, 2013. Four (4) out of the seven (7) firms responded to the RFB. Weck Laboratories, Inc. was the lowest bidder. On May 7, 2013, Council awarded Agreement No. A-7583 with Weck Laboratories, Inc., for an amount not to exceed \$900,000. The First Amendment extended the Agreement for time only from May 7, 2016 to May 7, 2017.

This Second Amendment is for time only from May 7, 2017, to May 7, 2020. The total amount of the Agreement shall remain at a not-to-exceed amount of \$900,000. To date, the City has encumbered only \$430,000, which leaves \$470,000 for the three (3) additional years and will cover the costs for continued chemical testing and sampling for the duration of the Second Amendment. Staff conducted a market search to see if other firms could perform these services for less money. Weck was still the lowest and they are not increasing their costs for the additional three years in this Second Amendment.

There are sufficient operating funds in the current fiscal year and budgeted for the fiscal years in the Wastewater Collection Enterprise (Fund 611), Wastewater Treatment Enterprise (Fund 621), and Water Enterprise Fund (Fund 601 and 608) to cover the cost of this Amendment.

# City Manager Contract List for 06/06/2017

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

K.3.a

## E Property Tax Payment Fire Station 8

**Vendor:** Ventura County Tax Collector  
**Type:** Purchase Order  
**Agreement No.:** 6328  
**Amendment No.:** N/A  
**Purchase Order No.:**  
**Begin Date:**  
**End Date:**  
**Term:**

**Amount to be Approved:** \$25,795  
**Current FY Amount:** \$25,795  
**Total Contract Amount:** \$25,795  
**Funding Source:** Fund 104 Half-Cent Sales Tax  
**Vendor Selection Process:** Government Entity  
**# of Bids/Proposals/Quotes:** N/A  
**Project Manager:** Peter Kallik  
**Department:** Finance Department  
**Telephone:** 805-200-5346  
**Email:** peter.kallik@oxnard.org

**Purpose:** Staff request authorization to pay for property taxes that were incurred during the building of Oxnard Fire Station 8 due to possessory interest in the property. These taxes are due per the Ventura County Assessor for the period 2013/14 and 2014/15.

Property taxes were incurred prior to the first assessable event when Oxnard Fire Station LLC. initiated construction on the property.

## F CDWG hardware purchase

**Vendor:** CDW Government, Inc.  
**Type:** Purchase Order  
**Agreement No.:** 130733  
**Amendment No.:** N/A  
**Purchase Order No.:** 6325  
**Begin Date:** 08/16/2017  
**End Date:** 08/15/2018  
**Term:** 1 year

**Amount to be Approved:** \$28,482  
**Current FY Amount:**  
**Total Contract Amount:** \$28,482  
**Funding Source:** 731 - Information Service  
**Vendor Selection Process:** Joint Purchase  
**# of Bids/Proposals/Quotes:** N/A  
**Project Manager:** Raja Bamrungpong  
**Department:** Information Technology  
**Telephone:** 805-385-7654  
**Email:** raja.bamrungpong@oxnard.org

**Purpose:** Staff is requesting authorization to purchase Juniper network hardware. This purchase is for the procurement of Juniper network hardware through CDW Government, Inc.. This hardware will be used to upgrade the City's network connection speeds by a factor of ten times. This is required in order to ensure reliable data access by users as the City's needs for disk space storage continues to increase.

Pursuant to the City's Purchasing Policies, purchase will be from a National IPA Cooperative Purchasing agreement between CDW/Government, Inc. and the City of Tucson Arizona. Contract number 130733 expires August 15, 2018. Pricing through this contract was the result of competitive bidding by the City of Tucson and no additional bids are required for purchases.

# City Manager Contract List for 06/06/2017

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

K.3.a

## G Synology servers and related hardware

**Vendor:** Aztec Data Supply  
**Type:** Purchase Order  
**Agreement No.:**  
**Amendment No.:** N/A  
**Purchase Order No.:** 6342  
**Begin Date:**  
**End Date:**  
**Term:**

**Amount to be Approved:** \$80,097  
**Current FY Amount:**  
**Total Contract Amount:** \$80,097  
**Funding Source:** 731 - Information Service  
**Vendor Selection Process:** Informal Bids  
**# of Bids/Proposals/Quotes:** 3  
**Project Manager:** Gary Krumian  
**Department:** Information Technology  
**Telephone:** 805-385-7558  
**Email:** gary.krumian@oxnard.org

**Purpose:** Staff is requesting authorization for the procurement of Synology servers and related hardware purchased through Aztec Data Supply. These servers are used to upgrade the ability of storing the ever-growing data needs of the City as well as to further enable secure and seamless backup of City computer data.

Pursuant to the City's purchasing policies, Information Technology solicited three informal bids. Aztec was selected as the lowest responsible bidder

## H VMWARE license purchase

**Vendor:** Aztec Data Supply  
**Type:** Purchase Order  
**Agreement No.:**  
**Amendment No.:** N/A  
**Purchase Order No.:** 6327  
**Begin Date:**  
**End Date:**  
**Term:**

**Amount to be Approved:** \$36,680  
**Current FY Amount:**  
**Total Contract Amount:** \$36,680  
**Funding Source:** 731 - Information Service  
**Vendor Selection Process:** Informal Bids  
**# of Bids/Proposals/Quotes:** 3  
**Project Manager:** Gary Krumian  
**Department:** Information Technology  
**Telephone:** 805-385-7558  
**Email:** gary.krumian@oxnard.org

**Purpose:** Staff is requesting authorization to purchase of VMWARE licenses purchased through Aztec Data Supply. These software licenses are used to update the data center server processes to improve network reliability and enable secure and seamless backup of City computer data.

Pursuant to the City's purchasing policies, staff solicited three informal bids. Aztec Data Supply was selected as the lowest responsible bidder. The total cost for the software licenses is \$36,680.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 4**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Jim Throop  
Chief Financial Officer

**Jim Throop**

**SUBJECT:** Adoption of Resolution Declaring Intention to Levy and Collect Assessments and Scheduling of Public Hearing for FY 2017-18 for Landscaping Maintenance Districts

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

**RECOMMENDATION:**

That City Council adopt a resolution declaring intention to levy and collect assessments for Fiscal Year 2017-2018 within the city's Landscape Maintenance District pursuant to the Landscaping and Lighting Act of 1972.

**BACKGROUND**

The City Council by previous resolutions formed fifty-six landscape maintenance districts of which, thirty-eight are being proposed to be levied. The Landscaping and Lighting Act of 1972, pursuant to which these districts were formed, requires annual City Council action to update the assessments which appear on the Ventura County tax roll. The purpose of the report is for Council to adopt a resolution of intention to levy assessments for Fiscal Year 2017-18 and to set a public hearing to receive public testimony to be held on June 20, 2017.

With the assistance of NBS, and as a result of NBS' audits, staff has calculated assessment rates and expenditures for maintenance of public landscaping in the thirty-eight landscape maintenance districts. The 2017/18 levy and budget includes the following: 1) beginning July 1, 2017 the maintenance responsibility of the exterior landscaping and medians along major traffic

## Adoption of Resolution Declaring Intention to Levy and Collect Assessments

June 6, 2017

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corridors is transferred to the City thus reducing maintenance expenses designated to the districts. Each district's levy amount and the General Fund contribution for general benefit are shown in Exhibit A.

Approval of the attached resolution accomplishes the following:

- Preliminarily approves the Landscaping and Lighting Assessment Districts Fiscal Year 2017/18 Consolidated Engineer's Report attached.
- Declares intent to levy and collect assessments in the landscape maintenance districts for Fiscal Year 2017/18.
- Identifies certain improvements and services to be provided for Fiscal Year 2017-18 within a total of thirty-eight (38) of the Districts as reflected in Exhibit B of the resolution.
- Sets a public hearing for June 20, 2017 at 6:30 p.m. in the City Council Chambers concerning the levy of the proposed assessments.
- Requires the City Clerk to give notice at least 10 days prior to the date of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.

Following the City Council's action at the public hearing on June 20, 2017, the assessment data will be delivered to the County Auditor-Controller's Office and processed for the collection of assessments in FY 2017-2018. This action must take place prior to July 1, 2017.

### **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 recommendation will result in the City's ability to provide landscape maintenance services in the City's landscape maintenance districts. For Fiscal Year 2014-15, the General Fund subsidized the landscape maintenance districts a combined \$2.9 million to eliminate negative cash balances that had accumulated over a number of years in various districts. In Fiscal Year 2015-16, the General Fund subsidy was reduced to a budgeted \$600,000, however, only approximately \$76,000 was required. For Fiscal Year 2016-17, an analysis of the general benefit contribution for the districts was performed and presented to City Council on June 7, 2016. The Fiscal Year 2016-17 General Fund contribution for general benefit, as well as the amount necessary to maintain the ongoing service level is estimated at \$360,000, in total. For Fiscal Year 2017-18 the City will assume responsibility for the maintenance costs of the exterior landscaping and medians along major traffic corridors. The general benefit contribution based on the budgeted expenses for the districts totals \$66,895 and an additional \$114,732 is being

# Adoption of Resolution Declaring Intention to Levy and Collect Assessments

June 6, 2017

Page 3

proposed to offset the estimated utility overage. The total Fiscal Year 2017-18 General Fund contribution is estimated to be approximately \$195,000, including \$12,000 for Mandalay Beach/Main (MAD #4).

## **ATTACHMENTS:**

Attachment A: Resolution Intent to Levy

## CITY COUNCIL OF THE CITY OF OXNARD

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2017-2018 WITHIN THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, the City Council of the City of Oxnard (the "City Council") has by previous Resolutions formed the City's Landscape Maintenance Districts (the "Districts"), the listing of which are included in this Resolution as Exhibit A, 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 the City Council approved Resolution No. 14,998 initiating proceedings for the annual levy and collection of assessment for Fiscal Year 2017-2018, and the removal of improvements located on major traffic corridors from the applicable Districts.

WHEREAS, NBS has filed with the City Clerk the Annual Engineer's Report (the "Report") concerning the cost of maintaining the landscaping in such Districts as shown in Exhibit A for the 2017-2018 Fiscal Year and the amount of the special benefit received therefrom by each parcel within such Districts; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council preliminarily approves the Engineer's Report.
2. The City Council declares its intention to levy and collect assessments within the Districts for Fiscal Year 2017-2018 in accordance with the Act.
3. A full and detailed description of the landscaping improvements, the boundaries of the Districts and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Districts are contained in the Engineer's Report on file with the City Clerk which is made a part by reference.
4. Certain improvements and services for Fiscal Year 2017-2018 will be removed and/or reduced for areas along major traffic corridors within a total of thirty (30) of the Districts as reflected in Exhibit B to this resolution.
5. Improvements and services to be provided for Fiscal Year 2017-2018 within all Districts as reflected in Exhibit B to this resolution.
6. Notice is hereby given that on June 20, 2017 at 6:30 p.m. in City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will

hold a hearing on the levy of the proposed assessment, at which time all interested persons shall be afforded an opportunity to hear and be heard. Any interested person may, prior to the conclusion of the hearing, file a written protest with the City Clerk or, having previously filed a protest, file a written withdrawal of the protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by that person.

7. At least 10 days prior to the date of the hearing, the City Clerk shall give notice of the hearing by causing this resolution to be published once in a newspaper of general circulation within the City.

PASSED AND ADOPTED THIS 6<sup>th</sup> day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tim Flynn, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney



EXHIBIT A  
CITY OF OXNARD  
LANDSCAPE MAINTENANCE DISTRICT LISTING

| <b>District Name</b>                                                       | <b>Formation Date<sup>(1)</sup></b> | <b>Formation Resolution No.<sup>(1)</sup></b> |
|----------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------|
| Landscape Maintenance District No. 3 (River Ridge)                         | March 18, 1986                      | 8983                                          |
| Landscape Maintenance District No. 9 (Strawberry Fields)                   | June 2, 1987                        | 9227                                          |
| Landscape Maintenance District No. 10 (Country Club Estates)               | December 13, 1988                   | 9587                                          |
| Landscape Maintenance District No. 11 (St. Tropez)                         | January 3, 1989                     | 9603                                          |
| Landscape Maintenance District No. 12 (Standard Pacific)                   | March 28, 1989                      | 9665                                          |
| Landscape Maintenance District No. 13 (Le Village)                         | March 20, 1990                      | 9894                                          |
| Landscape Maintenance District No. 14 (California Cove)                    | June 5, 1990                        | 9972                                          |
| Landscape Maintenance District No. 15 (Pelican Pointe)                     | June 21, 1994                       | 10752                                         |
| Landscape Maintenance District No. 16 (California Lighthouse)              | July 9, 1991                        | 10206                                         |
| Landscape Maintenance District No. 23 (Greystone)                          | June 18, 1996                       | 11071                                         |
| Landscape Maintenance District No. 24 (Vineyards)                          | June 18, 1996                       | 11072                                         |
| Landscape Maintenance District No. 25 (The Pointe)                         | June 18, 1996                       | 11073                                         |
| Landscape Maintenance District No. 27 (Rose Island)                        | June 24, 1997                       | 11259                                         |
| Landscape Maintenance District No. 28 (Harborside)                         | June 24, 1997                       | 11260                                         |
| Landscape Maintenance District No. 30 (Haas Automation)                    | June 24, 1997                       | 11261                                         |
| Landscape Maintenance District No. 31 (Rancho De La Rosa)                  | June 23, 1998                       | 11415                                         |
| Landscape Maintenance District No. 32 (Oak Park)                           | February 23, 1999                   | 11505                                         |
| Landscape Maintenance District No. 33 (El Paseo)                           | October 19, 1999                    | 11653                                         |
| Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)       | October 19, 1999                    | 11654                                         |
| Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)    | January 25, 2000                    | 11684                                         |
| Landscape Maintenance District No. 37 (Pacific Breeze)                     | January 25, 2000                    | 11685                                         |
| Landscape Maintenance District No. 38 (Aldea Del Mar)                      | November 28, 2000                   | 11863                                         |
| Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds) | March 6, 2001                       | 11905                                         |
| Landscape Maintenance District No. 40 (Cantada)                            | January 8, 2002                     | 12078                                         |
| Landscape Maintenance District No. 41 (Pacific Cove)                       | January 8, 2002                     | 12079                                         |
| Landscape Maintenance District No. 42 (Cantabria & Coronado)               | May 14, 2002                        | 12144                                         |
| Landscape Maintenance District No. 43 (Greenbelt)                          | January 7, 2003                     | 12295                                         |
| Landscape Maintenance District No. 46 (Daily Ranch)                        | June 24, 2003                       | 12440                                         |
| Landscape Maintenance District No. 47 (Sycamore Place)                     | April 22, 2003                      | 12355                                         |

| <b>District Name</b>                                                   | <b>Formation Date<sup>(1)</sup></b> | <b>Formation Resolution No.<sup>(1)</sup></b> |
|------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------|
| Landscape Maintenance District No. 49 (Cameron Ranch)                  | June 3, 2003                        | 12394                                         |
| Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing) | June 10, 2003                       | 12404                                         |
| Landscape Maintenance District No. 51 (Pfeiler)                        | April 19, 2005                      | 12799                                         |
| Landscape Maintenance District No. 52 (Wingfield)                      | February 1, 2005                    | 12768                                         |
| Landscape Maintenance District No. 53 (Huff Court)                     | June 7, 2005                        | 12879                                         |
| Landscape Maintenance District No. 54 (Meadowcrest)                    | March 28, 2006                      | 13024                                         |
| Landscape Maintenance District No. 55 (Wingfield West)                 | March 28, 2006                      | 13025                                         |
| Landscape Maintenance District No. 58 (Westwind)                       | June 6, 2006                        | 13069                                         |
| Landscape Maintenance District No. 60 (Artisan)                        | March 3, 2009                       | 13604                                         |

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

## EXHIBIT B

CITY OF OXNARD  
CONSOLIDATED ENGINEER'S REPORT

DUE TO FILE SIZE, THE ENGINEER'S REPORT IS NOT BEING REPRODUCED FOR THE AGENDA PACKET, BUT IT IS AVAILABLE ONLINE AT [WWW.OXNARD.ORG/CITY-MEETING](http://WWW.OXNARD.ORG/CITY-MEETING) AS WELL AS THE CITY CLERK'S OFFICE.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 5**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Jim Throop  
Chief Financial Officer

**Jim Throop**

**SUBJECT:** Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Blvd./Highway 101 Interchange)

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

**RECOMMENDATION:**

That City council, acting as the legislative body of Community Facilities District No. 2000-3 (CFD No. 2000-3) adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2017-18.

**BACKGROUND**

On July 24, 2001, City Council adopted Resolution No. 12,019 authorizing bonded indebtedness for CFD No. 2000-3 in the amount not to exceed \$15,000,000 to be paid by the levy of a special tax. Government Code Section 53340 requires that, prior to the first time the special tax is levied, the City Council adopt an ordinance setting the special tax rate (which states the maximum rate approved by the voters in the CFD at the time of formation). Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The special tax rate set by resolution each year may be less than the maximum rate set by the ordinance. On April 17, 2001, the City Council adopted Ordinance No. 2570 setting the special tax rate for CFD No. 2000-3.

The attached resolution sets the special tax rate for Fiscal Year 2017-2018 for CFD No. 2000-3. The special tax is used to pay debt service on the CFD No. 2000-3 bonds and to pay expenses

Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Blvd./Highway 101 Interchange)  
June 6, 2017  
Page 2

related to administration of the district. The total amount of special taxes for CFD No. 2000-3 for FY 2017-2018 is estimated at \$583,723. This is a slight decrease of 1.6% from the FY 2016-17 special tax levy of \$593,109 due to fluctuations in debt service requirements.

The reserve fund will be credited to property owners in the final year of the bonds, to the extent available. The remaining balance of the bonds is \$6,210,000 with the final payment due on September 1, 2032.

### **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 will be no cost to the General Fund from approval of the resolution levying the special taxes for CFD No. 2000-3. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes which are levied against properties located in CFD No. 2000-3.

### **ATTACHMENTS:**

Attachment A: Resolution Authorizing Levy of Special Tax 2000-3 FY 17-18

Attachment B: Exhibit A to Resolution

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
 OXNARD, ACTING AS LEGISLATIVE BODY OF  
 COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD  
 BOULEVARD/HIGHWAY 101 INTERCHANGE), SETTING  
 THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH  
 COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR  
 2017-2018

WHEREAS, the CITY COUNCIL of the CITY OF OXNARD, CALIFORNIA (the “City Council”), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”) and this Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE) (the “District”); and

WHEREAS, the City Council, by the adoption of Ordinance No. 2570 (“Ordinance”) as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes within the District including the Improvement Areas established within such District to finance authorized services; and

WHEREAS, Government Code Section 53340 provides that the City Council may provide, by resolution, for the levy of special taxes in the current tax year at the same rates or at a lower rate than the rate provided for in the Ordinance levying such special taxes, if such resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the special tax to be levied on each parcel for the current tax year (the “Certified Parcel List”) is timely filed by the clerk or other official designated by the City Council with the Auditor of the County of Ventura (the “County Auditor”) on or before August 10th of the applicable tax year; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the City’s Chief Financial Officer has prepared or caused to be prepared a Certified Parcel List;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard, acting as the legislative body of Community Facilities District No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange), as follows:

SECTION 1. The above recitals are all true and correct.

SECTION 2. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2017-2018 at the special tax rates set forth in the

report prepared by NBS Government Finance Group for CFD No. 3 entitled “City of Oxnard Community Facilities District No. 2000-3 (Oxnard Blvd/Highway 101 Interchange) Fiscal Year 2017-2018 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 3. The Chief Financial Officer is hereby authorized and directed to submit the Certified Parcel List to the County Auditor on or before July 5, 2017 or such later date to which the County Auditor may agree.

SECTION 4. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the Treasurer of the City of Oxnard, acting for and on behalf of the District.

SECTION 5. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, in a space marked “public improvements, special tax” or by any other suitable designation, the installment of the special tax.

SECTION 6. The County Auditor shall, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 7. This resolution shall become effective upon its adoption.

APPROVED AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Tim Flynn,  
Mayor of the City Council of the City of  
Oxnard, acting on behalf of Community  
Facilities District No. 2000-3 (Oxnard  
Boulevard/Highway 101 Interchange) of the  
City of Oxnard

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney



STATE OF CALIFORNIA    )  
                                       )  
 COUNTY OF VENTURA    )       ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. \_\_\_\_\_ of said City Council, and that the same has not been amended or repealed.

DATED: \_\_\_\_\_, 2017

\_\_\_\_\_  
 City Clerk of the City Council of the City of Oxnard

(SEAL)

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 2000-3**  
**(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address           | Levy Amount | Parcel No.    | Site Address            | Levy Amount |
|---------------|------------------------|-------------|---------------|-------------------------|-------------|
| 132-0-033-055 | NOT AVAILABLE          | \$230.92    | 132-0-252-415 | 639 FLATHEAD RIVER ST   | \$115.26    |
| 132-0-033-075 | NOT AVAILABLE          | 229.90      | 132-0-252-425 | 641 FLATHEAD RIVER ST   | 115.26      |
| 132-0-033-095 | NOT AVAILABLE          | 1,679.26    | 132-0-252-435 | 643 FLATHEAD RIVER ST   | 115.26      |
| 132-0-033-105 | NOT AVAILABLE          | 2,592.26    | 132-0-252-445 | 645 FLATHEAD RIVER ST   | 115.26      |
| 132-0-060-050 | NOT AVAILABLE          | 145.10      | 132-0-252-455 | 647 FLATHEAD RIVER ST   | 115.26      |
| 132-0-060-145 | NOT AVAILABLE          | 747.80      | 132-0-252-465 | 649 FLATHEAD RIVER ST   | 115.26      |
| 132-0-060-155 | NOT AVAILABLE          | 301.34      | 132-0-252-475 | 3020 N OXNARD BLVD      | 159.56      |
| 132-0-100-085 | NOT AVAILABLE          | 1,590.48    | 132-0-252-485 | 3022 N OXNARD BLVD      | 159.56      |
| 132-0-100-095 | NOT AVAILABLE          | 3,582.76    | 132-0-252-495 | 3024 N OXNARD BLVD      | 159.56      |
| 132-0-100-105 | 1000 TOWN CENTER DR    | 6,724.64    | 132-0-252-505 | 3026 N OXNARD BLVD      | 159.56      |
| 132-0-100-165 | 2901 N VENTURA RD      | 9,296.22    | 132-0-252-515 | 3028 N OXNARD BLVD      | 159.56      |
| 132-0-100-175 | NOT AVAILABLE          | 12.24       | 132-0-252-525 | 3030 N OXNARD BLVD      | 159.56      |
| 132-0-100-185 | 2775 N VENTURA RD      | 4,088.92    | 132-0-252-535 | 3032 N OXNARD BLVD      | 159.56      |
| 132-0-100-235 | 2811 N VENTURA RD      | 449.70      | 132-0-260-015 | 416 GREEN RIVER ST      | 117.76      |
| 132-0-100-245 | 2821 N VENTURA RD      | 449.70      | 132-0-260-025 | 414 GREEN RIVER ST      | 117.76      |
| 132-0-100-255 | 2801 N VENTURA RD      | 838.74      | 132-0-260-035 | 412 GREEN RIVER ST      | 117.76      |
| 132-0-100-265 | NOT AVAILABLE          | 1,858.34    | 132-0-260-045 | 410 GREEN RIVER ST      | 117.76      |
| 132-0-100-275 | NOT AVAILABLE          | 7,940.74    | 132-0-260-055 | 408 GREEN RIVER ST      | 117.76      |
| 132-0-100-285 | NOT AVAILABLE          | 3,188.32    | 132-0-260-065 | 407 FLATHEAD RIVER ST   | 117.76      |
| 132-0-100-295 | NOT AVAILABLE          | 2,858.66    | 132-0-260-075 | 417 FLATHEAD RIVER ST   | 117.76      |
| 132-0-100-305 | NOT AVAILABLE          | 6,059.56    | 132-0-260-085 | 427 FLATHEAD RIVER ST   | 117.76      |
| 132-0-100-315 | NOT AVAILABLE          | 6,059.56    | 132-0-260-095 | 437 FLATHEAD RIVER ST   | 117.76      |
| 132-0-110-015 | NOT AVAILABLE          | 22,818.20   | 132-0-260-105 | 447 FLATHEAD RIVER ST   | 117.76      |
| 132-0-110-155 | NOT AVAILABLE          | 9,589.94    | 132-0-260-115 | 457 FLATHEAD RIVER ST   | 117.76      |
| 132-0-110-175 | NOT AVAILABLE          | 471.64      | 132-0-260-125 | 3010 MOONLIGHT PARK AVE | 117.76      |
| 132-0-110-315 | NOT AVAILABLE          | 11,745.98   | 132-0-260-135 | 3012 MOONLIGHT PARK AVE | 117.76      |
| 132-0-170-105 | NOT AVAILABLE          | 529.84      | 132-0-260-145 | 3014 MOONLIGHT PARK AVE | 117.76      |
| 132-0-170-115 | NOT AVAILABLE          | 1,430.56    | 132-0-260-155 | 3016 MOONLIGHT PARK AVE | 117.76      |
| 132-0-170-125 | 2905 ROCKY MOUNTAIN DR | 353.22      | 132-0-260-165 | 3018 MOONLIGHT PARK AVE | 117.76      |
| 132-0-170-135 | 2903 ROCKY MOUNTAIN DR | 353.22      | 132-0-260-175 | 3020 MOONLIGHT PARK AVE | 117.76      |
| 132-0-170-145 | 2901 ROCKY MOUNTAIN DR | 353.22      | 132-0-260-185 | 3022 MOONLIGHT PARK AVE | 117.76      |
| 132-0-170-155 | 2907 ROCKY MOUNTAIN DR | 353.22      | 132-0-260-195 | 406 GARONNE ST          | 199.30      |
| 132-0-170-165 | 2909 ROCKY MOUNTAIN DR | 353.22      | 132-0-260-205 | 404 GARONNE ST          | 199.30      |
| 132-0-170-175 | 2911 ROCKY MOUNTAIN DR | 353.22      | 132-0-260-215 | 402 GARONNE ST          | 199.30      |
| 132-0-170-185 | 2925 ROCKY MOUNTAIN DR | 397.38      | 132-0-260-225 | 400 GARONNE ST          | 199.30      |
| 132-0-170-195 | 2923 ROCKY MOUNTAIN DR | 397.38      | 132-0-260-235 | 401 FOREST PARK BLVD    | 199.30      |
| 132-0-170-205 | 2921 ROCKY MOUNTAIN DR | 397.38      | 132-0-260-245 | 403 FOREST PARK BLVD    | 199.30      |
| 132-0-170-215 | 2927 ROCKY MOUNTAIN DR | 397.38      | 132-0-260-255 | 405 FOREST PARK BLVD    | 199.30      |
| 132-0-170-225 | 2929 ROCKY MOUNTAIN DR | 397.38      | 132-0-260-265 | 407 FOREST PARK BLVD    | 199.30      |
| 132-0-170-235 | 2931 ROCKY MOUNTAIN DR | 397.38      | 132-0-260-275 | 409 FOREST PARK BLVD    | 199.30      |
| 132-0-170-245 | 313 DANVERS RIVER ST   | 272.48      | 132-0-260-285 | 411 FOREST PARK BLVD    | 199.30      |
| 132-0-170-255 | 311 DANVERS RIVER ST   | 272.48      | 132-0-260-295 | 413 FOREST PARK BLVD    | 199.30      |
| 132-0-170-265 | 309 DANVERS RIVER ST   | 272.48      | 132-0-260-305 | 415 FOREST PARK BLVD    | 199.30      |
| 132-0-170-275 | 307 DANVERS RIVER ST   | 272.48      | 132-0-260-315 | 417 FOREST PARK BLVD    | 199.30      |
| 132-0-170-285 | 305 DANVERS RIVER ST   | 272.48      | 132-0-260-355 | 421 FOREST PARK BLVD    | 213.94      |
| 132-0-170-295 | 303 DANVERS RIVER ST   | 272.48      | 132-0-260-365 | 423 FOREST PARK BLVD    | 213.94      |
| 132-0-170-305 | 301 DANVERS RIVER ST   | 272.48      | 132-0-260-375 | 425 FOREST PARK BLVD    | 213.94      |
| 132-0-170-315 | 318 ELK RIVER ST       | 309.06      | 132-0-260-385 | 427 FOREST PARK BLVD    | 213.94      |
| 132-0-170-325 | 316 ELK RIVER ST       | 309.06      | 132-0-260-395 | 3006 MOONLIGHT PARK AVE | 213.94      |
| 132-0-170-335 | 314 ELK RIVER ST       | 309.06      | 132-0-260-405 | 3004 MOONLIGHT PARK AVE | 213.94      |
| 132-0-170-345 | 312 ELK RIVER ST       | 309.06      | 132-0-260-415 | 3002 MOONLIGHT PARK AVE | 213.94      |
| 132-0-170-355 | 310 ELK RIVER ST       | 309.06      | 132-0-260-425 | 3000 MOONLIGHT PARK AVE | 213.94      |
| 132-0-170-365 | 308 ELK RIVER ST       | 309.06      | 132-0-260-435 | 431 FOREST PARK BLVD    | 213.94      |
| 132-0-170-375 | 373 FEATHER RIVER PL   | 340.60      | 132-0-260-445 | 433 FOREST PARK BLVD    | 213.94      |
| 132-0-170-385 | 371 FEATHER RIVER PL   | 340.60      | 132-0-260-455 | 435 FOREST PARK BLVD    | 213.94      |
| 132-0-170-395 | 369 FEATHER RIVER PL   | 340.60      | 132-0-260-465 | 437 FOREST PARK BLVD    | 213.94      |
| 132-0-170-405 | 367 FEATHER RIVER PL   | 340.60      | 132-0-260-475 | 439 FOREST PARK BLVD    | 213.94      |
| 132-0-170-415 | 365 FEATHER RIVER PL   | 340.60      | 132-0-260-485 | 441 FOREST PARK BLVD    | 213.94      |
| 132-0-170-425 | 363 FEATHER RIVER PL   | 340.60      | 132-0-260-495 | 443 FOREST PARK BLVD    | 213.94      |
| 132-0-170-435 | 361 FEATHER RIVER PL   | 340.60      | 132-0-260-505 | NOT AVAILABLE           | 677.16      |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 2000-3**  
**(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address           | Levy Amount | Parcel No.    | Site Address          | Levy Amount |
|---------------|------------------------|-------------|---------------|-----------------------|-------------|
| 132-0-170-445 | 355 FEATHER RIVER PL   | 340.60      | 132-0-271-155 | 714 FLATHEAD RIVER ST | 116.12      |
| 132-0-170-455 | 353 FEATHER RIVER PL   | 340.60      | 132-0-271-165 | 712 FLATHEAD RIVER ST | 116.12      |
| 132-0-170-465 | 351 FEATHER RIVER PL   | 340.60      | 132-0-271-175 | 710 FLATHEAD RIVER ST | 116.12      |
| 132-0-170-475 | 349 FEATHER RIVER PL   | 340.60      | 132-0-271-185 | 708 FLATHEAD RIVER ST | 116.12      |
| 132-0-170-485 | 347 FEATHER RIVER PL   | 340.60      | 132-0-271-195 | 706 FLATHEAD RIVER ST | 116.12      |
| 132-0-170-495 | 345 FEATHER RIVER PL   | 340.60      | 132-0-271-205 | 704 FLATHEAD RIVER ST | 116.12      |
| 132-0-170-505 | 343 FEATHER RIVER PL   | 340.60      | 132-0-271-215 | 702 FLATHEAD RIVER ST | 116.12      |
| 132-0-170-515 | 341 FEATHER RIVER PL   | 291.40      | 132-0-271-285 | 3013 N OXNARD BLVD    | 202.68      |
| 132-0-170-525 | 339 FEATHER RIVER PL   | 291.40      | 132-0-271-295 | 3011 N OXNARD BLVD    | 202.68      |
| 132-0-170-535 | 337 FEATHER RIVER PL   | 291.40      | 132-0-271-305 | 3009 N OXNARD BLVD    | 202.68      |
| 132-0-170-545 | 335 FEATHER RIVER PL   | 291.40      | 132-0-271-315 | 3007 N OXNARD BLVD    | 202.68      |
| 132-0-170-555 | 333 FEATHER RIVER PL   | 291.40      | 132-0-271-325 | 701 FOREST PARK BLVD  | 202.68      |
| 132-0-170-565 | 331 FEATHER RIVER PL   | 291.40      | 132-0-271-335 | 703 FOREST PARK BLVD  | 202.68      |
| 132-0-170-575 | 321 FEATHER RIVER PL   | 370.88      | 132-0-271-345 | 705 FOREST PARK BLVD  | 202.68      |
| 132-0-170-585 | 319 FEATHER RIVER PL   | 370.88      | 132-0-271-355 | 707 FOREST PARK BLVD  | 202.68      |
| 132-0-170-595 | 317 FEATHER RIVER PL   | 370.88      | 132-0-271-365 | 709 FOREST PARK BLVD  | 202.68      |
| 132-0-170-605 | 315 FEATHER RIVER PL   | 370.88      | 132-0-271-375 | 711 FOREST PARK BLVD  | 202.68      |
| 132-0-170-615 | 316 FEATHER RIVER PL   | 353.22      | 132-0-271-385 | 713 FOREST PARK BLVD  | 202.68      |
| 132-0-170-625 | 318 FEATHER RIVER PL   | 353.22      | 132-0-271-395 | 717 FOREST PARK BLVD  | 202.68      |
| 132-0-170-635 | 320 FEATHER RIVER PL   | 353.22      | 132-0-271-405 | 719 FOREST PARK BLVD  | 202.68      |
| 132-0-170-645 | 319 ELK RIVER ST       | 344.40      | 132-0-271-415 | 721 FOREST PARK BLVD  | 202.68      |
| 132-0-170-655 | 317 ELK RIVER ST       | 344.40      | 132-0-271-425 | 723 FOREST PARK BLVD  | 202.68      |
| 132-0-170-665 | 315 ELK RIVER ST       | 344.40      | 132-0-271-435 | 725 FOREST PARK BLVD  | 202.68      |
| 132-0-170-675 | 313 ELK RIVER ST       | 344.40      | 132-0-271-445 | 727 FOREST PARK BLVD  | 202.68      |
| 132-0-180-175 | 351 FOREST PARK BLVD   | 226.08      | 132-0-271-455 | 729 FOREST PARK BLVD  | 202.68      |
| 132-0-180-185 | 349 FOREST PARK BLVD   | 226.08      | 132-0-271-465 | 731 FOREST PARK BLVD  | 202.68      |
| 132-0-180-195 | 347 FOREST PARK BLVD   | 226.08      | 132-0-271-475 | 733 FOREST PARK BLVD  | 202.68      |
| 132-0-180-205 | 345 FOREST PARK BLVD   | 226.08      | 132-0-271-485 | 735 FOREST PARK BLVD  | 202.68      |
| 132-0-180-215 | 343 FOREST PARK BLVD   | 226.08      | 132-0-271-495 | 749 FOREST PARK BLVD  | 202.68      |
| 132-0-180-225 | 341 FOREST PARK BLVD   | 226.08      | 132-0-271-505 | 751 FOREST PARK BLVD  | 202.68      |
| 132-0-180-235 | 335 FOREST PARK BLVD   | 226.08      | 132-0-271-515 | 753 FOREST PARK BLVD  | 202.68      |
| 132-0-180-245 | 333 FOREST PARK BLVD   | 226.08      | 132-0-271-525 | 755 FOREST PARK BLVD  | 202.68      |
| 132-0-180-255 | 331 FOREST PARK BLVD   | 226.08      | 132-0-271-535 | 757 FOREST PARK BLVD  | 202.68      |
| 132-0-180-265 | 321 FOREST PARK BLVD   | 226.08      | 132-0-271-545 | 759 FOREST PARK BLVD  | 202.68      |
| 132-0-180-275 | 319 FOREST PARK BLVD   | 226.08      | 132-0-271-555 | 761 FOREST PARK BLVD  | 202.68      |
| 132-0-180-285 | 317 FOREST PARK BLVD   | 226.08      | 132-0-271-565 | 763 FOREST PARK BLVD  | 202.68      |
| 132-0-180-295 | 315 FOREST PARK BLVD   | 226.08      | 132-0-271-575 | 765 FOREST PARK BLVD  | 202.68      |
| 132-0-180-305 | 313 FOREST PARK BLVD   | 226.08      | 132-0-271-585 | 3010 VENTURA RD       | 202.68      |
| 132-0-180-315 | 311 FOREST PARK BLVD   | 226.08      | 132-0-271-595 | 3012 VENTURA RD       | 202.68      |
| 132-0-180-325 | 309 FOREST PARK BLVD   | 226.08      | 132-0-271-605 | 3014 VENTURA RD       | 202.68      |
| 132-0-180-335 | 307 FOREST PARK BLVD   | 226.08      | 132-0-271-615 | 3016 VENTURA RD       | 202.68      |
| 132-0-180-425 | 3032 SHENANDOAH DR     | 139.48      | 132-0-272-375 | 3033 N OXNARD BLVD    | 168.52      |
| 132-0-180-435 | 3022 SHENANDOAH DR     | 139.48      | 132-0-272-385 | 3031 N OXNARD BLVD    | 168.52      |
| 132-0-180-445 | 3012 SHENANDOAH DR     | 139.48      | 132-0-272-395 | 3029 N OXNARD BLVD    | 168.52      |
| 132-0-180-455 | 3002 SHENANDOAH DR     | 139.48      | 132-0-272-405 | 3027 N OXNARD BLVD    | 168.52      |
| 132-0-180-465 | 3003 SHENANDOAH DR     | 142.58      | 132-0-272-415 | 3025 N OXNARD BLVD    | 168.52      |
| 132-0-180-475 | 3013 SHENANDOAH DR     | 142.58      | 132-0-272-425 | 3023 N OXNARD BLVD    | 168.52      |
| 132-0-180-485 | 3023 SHENANDOAH DR     | 142.58      | 132-0-272-435 | 3021 N OXNARD BLVD    | 168.52      |
| 132-0-180-495 | 3033 SHENANDOAH DR     | 142.58      | 132-0-280-015 | 470 GARONNE ST        | 139.84      |
| 132-0-180-505 | 3043 SHENANDOAH DR     | 142.58      | 132-0-280-025 | 468 GARONNE ST        | 139.84      |
| 132-0-180-545 | 3034 ROIA LN           | 162.72      | 132-0-280-035 | 466 GARONNE ST        | 139.84      |
| 132-0-180-555 | 3024 ROIA LN           | 162.72      | 132-0-280-045 | 464 GARONNE ST        | 139.84      |
| 132-0-180-565 | 3014 ROIA LN           | 162.72      | 132-0-280-055 | 462 GARONNE ST        | 139.84      |
| 132-0-180-575 | 3004 ROIA LN           | 162.72      | 132-0-280-065 | 460 GARONNE ST        | 139.84      |
| 132-0-180-585 | 3005 ROIA LN           | 196.30      | 132-0-280-075 | 430 GARONNE ST        | 139.84      |
| 132-0-180-595 | 3015 ROIA LN           | 196.30      | 132-0-280-085 | 428 GARONNE ST        | 139.84      |
| 132-0-180-605 | 3025 ROIA LN           | 196.30      | 132-0-280-095 | 426 GARONNE ST        | 139.84      |
| 132-0-180-675 | 3026 PALISADES PARK DR | 175.64      | 132-0-280-105 | 424 GARONNE ST        | 139.84      |
| 132-0-180-685 | 3016 PALISADES PARK DR | 175.64      | 132-0-280-115 | 422 GARONNE ST        | 139.84      |
| 132-0-180-695 | 3006 PALISADES PARK DR | 175.64      | 132-0-280-125 | 420 GARONNE ST        | 139.84      |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 2000-3**  
**(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address           | Levy Amount | Parcel No.    | Site Address        | Levy Amount |
|---------------|------------------------|-------------|---------------|---------------------|-------------|
| 132-0-180-765 | 405 GARONNE ST         | 206.64      | 132-0-280-135 | 421 GREEN RIVER ST  | 139.84      |
| 132-0-180-775 | 403 GARONNE ST         | 206.64      | 132-0-280-145 | 423 GREEN RIVER ST  | 139.84      |
| 132-0-180-785 | 401 GARONNE ST         | 206.64      | 132-0-280-155 | 425 GREEN RIVER ST  | 139.84      |
| 132-0-190-015 | 321 COLORADO RIVER PL  | 236.38      | 132-0-280-165 | 427 GREEN RIVER ST  | 139.84      |
| 132-0-190-025 | 331 COLORADO RIVER PL  | 236.38      | 132-0-280-175 | 429 GREEN RIVER ST  | 139.84      |
| 132-0-190-035 | 341 COLORADO RIVER PL  | 236.38      | 132-0-280-185 | 431 GREEN RIVER ST  | 139.84      |
| 132-0-190-045 | 351 COLORADO RIVER PL  | 236.38      | 132-0-280-195 | NOT AVAILABLE       | 139.84      |
| 132-0-190-055 | 391 COLORADO RIVER PL  | 236.38      | 132-0-280-205 | 463 GREEN RIVER ST  | 139.84      |
| 132-0-190-065 | 381 COLORADO RIVER PL  | 236.38      | 132-0-280-215 | 465 GREEN RIVER ST  | 139.84      |
| 132-0-190-075 | 371 COLORADO RIVER PL  | 236.38      | 132-0-280-225 | 467 GREEN RIVER ST  | 139.84      |
| 132-0-190-085 | 361 COLORADO RIVER PL  | 236.38      | 132-0-280-235 | 469 GREEN RIVER ST  | 139.84      |
| 132-0-190-095 | 2800 RIVERPARK BLVD    | 236.38      | 132-0-280-245 | 471 GREEN RIVER ST  | 139.84      |
| 132-0-190-105 | 2802 RIVERPARK BLVD    | 236.38      | 132-0-290-075 | 530 GARONNE ST      | 128.28      |
| 132-0-190-115 | 2804 RIVERPARK BLVD    | 236.38      | 132-0-290-085 | 528 GARONNE ST      | 128.28      |
| 132-0-190-125 | 2820 RIVERPARK BLVD    | 236.38      | 132-0-290-095 | 526 GARONNE ST      | 128.28      |
| 132-0-190-135 | 2818 RIVERPARK BLVD    | 236.38      | 132-0-290-105 | 524 GARONNE ST      | 128.28      |
| 132-0-190-145 | 2816 RIVERPARK BLVD    | 236.38      | 132-0-290-115 | 522 GARONNE ST      | 128.28      |
| 132-0-190-155 | 2814 RIVERPARK BLVD    | 236.38      | 132-0-290-125 | 520 GARONNE ST      | 128.28      |
| 132-0-190-165 | 2812 RIVERPARK BLVD    | 236.38      | 132-0-290-135 | 521 GREEN RIVER ST  | 128.28      |
| 132-0-190-175 | 2810 RIVERPARK BLVD    | 236.38      | 132-0-290-145 | 523 GREEN RIVER ST  | 128.28      |
| 132-0-190-185 | 2821 SMOKY MOUNTAIN DR | 236.38      | 132-0-290-155 | 525 GREEN RIVER ST  | 128.28      |
| 132-0-190-195 | 2819 SMOKY MOUNTAIN DR | 236.38      | 132-0-290-165 | 527 GREEN RIVER ST  | 128.28      |
| 132-0-190-205 | 2817 SMOKY MOUNTAIN DR | 236.38      | 132-0-290-175 | 529 GREEN RIVER ST  | 128.28      |
| 132-0-190-215 | 2815 SMOKY MOUNTAIN DR | 236.38      | 132-0-290-185 | 531 GREEN RIVER ST  | 128.28      |
| 132-0-190-225 | 2813 SMOKY MOUNTAIN DR | 236.38      | 132-0-311-035 | NOT AVAILABLE       | 6,588.44    |
| 132-0-190-235 | 2811 SMOKY MOUNTAIN DR | 236.38      | 132-0-311-045 | NOT AVAILABLE       | 6,350.20    |
| 132-0-190-245 | 2801 SMOKY MOUNTAIN DR | 236.38      | 132-0-311-055 | 2766 SEAGLASS WAY   | 4,302.36    |
| 132-0-190-255 | 2803 SMOKY MOUNTAIN DR | 236.38      | 132-0-311-105 | 400 TOWN CENTER DR  | 10,936.10   |
| 132-0-190-265 | 2805 SMOKY MOUNTAIN DR | 236.38      | 132-0-311-115 | 681 TOWN CENTER DR  | 1,216.64    |
| 132-0-190-275 | 2835 SMOKY MOUNTAIN DR | 215.72      | 132-0-311-125 | NOT AVAILABLE       | 817.68      |
| 132-0-190-285 | 2833 SMOKY MOUNTAIN DR | 215.72      | 132-0-311-135 | 598 TOWN CENTER DR  | 1,550.00    |
| 132-0-190-295 | 2831 SMOKY MOUNTAIN DR | 215.72      | 132-0-311-165 | NOT AVAILABLE       | 761.40      |
| 132-0-190-305 | 2830 RIVERPARK BLVD    | 215.72      | 132-0-311-175 | NOT AVAILABLE       | 85,421.60   |
| 132-0-190-315 | 2832 RIVERPARK BLVD    | 215.72      | 132-0-311-185 | 650 TOWN CENTER WAY | 2,366.52    |
| 132-0-190-325 | 2834 RIVER PARK BLVD   | 215.72      | 132-0-311-195 | 670 TOWN CENTER WAY | 226.36      |
| 132-0-190-335 | 392 DANVERS RIVER ST   | 215.72      | 132-0-330-015 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-190-345 | 382 DANVERS RIVER ST   | 215.72      | 132-0-330-025 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-190-355 | 372 DANVERS RIVER ST   | 215.72      | 132-0-330-035 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-190-365 | 362 DANVERS RIVER ST   | 215.72      | 132-0-330-045 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-190-375 | 322 DANVERS RIVER ST   | 215.72      | 132-0-330-055 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-190-385 | 332 DANVERS RIVER ST   | 215.72      | 132-0-330-065 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-190-395 | 342 DANVERS RIVER ST   | 215.72      | 132-0-330-075 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-190-405 | 352 DANVERS RIVER ST   | 215.72      | 132-0-330-085 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-200-015 | 2716 RIVERPARK BLVD    | 233.12      | 132-0-330-095 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-200-025 | 2714 RIVERPARK BLVD    | 233.12      | 132-0-330-105 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-200-035 | 2712 RIVERPARK BLVD    | 233.12      | 132-0-330-115 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-200-045 | 2710 RIVERPARK BLVD    | 233.12      | 132-0-330-125 | 361 RIVERPARK BLVD  | 99.18       |
| 132-0-200-055 | 2720 RIVERPARK BLVD    | 233.12      | 132-0-340-015 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-065 | 2722 RIVERPARK BLVD    | 233.12      | 132-0-340-025 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-075 | 2724 RIVERPARK BLVD    | 233.12      | 132-0-340-035 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-085 | 2726 RIVERPARK BLVD    | 233.12      | 132-0-340-045 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-095 | 2734 RIVERPARK BLVD    | 233.12      | 132-0-340-055 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-105 | 2732 RIVERPARK BLVD    | 233.12      | 132-0-340-065 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-115 | 2730 RIVERPARK BLVD    | 233.12      | 132-0-340-075 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-125 | 390 COLORADO RIVER PL  | 233.12      | 132-0-340-085 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-135 | 380 COLORADO RIVER PL  | 233.12      | 132-0-340-095 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-145 | 370 COLORADO RIVER PL  | 233.12      | 132-0-340-105 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-155 | 360 COLORADO RIVER PL  | 233.12      | 132-0-340-115 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-165 | 320 COLORADO RIVER PL  | 233.12      | 132-0-340-125 | 359 RIVERPARK BLVD  | 99.18       |
| 132-0-200-175 | 330 COLORADO RIVER PL  | 233.12      | 132-0-350-015 | 357 RIVERPARK BLVD  | 99.18       |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 2000-3**  
**(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)**  
**FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b>    | <b>Levy Amount</b> | <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|------------------------|--------------------|-------------------|---------------------|--------------------|
| 132-0-200-185     | 340 COLORADO RIVER PL  | 233.12             | 132-0-350-025     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-195     | 350 COLORADO RIVER PL  | 233.12             | 132-0-350-035     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-205     | 2735 SMOKY MOUNTAIN DR | 257.34             | 132-0-350-045     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-215     | 2733 SMOKY MOUNTAIN DR | 257.34             | 132-0-350-055     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-225     | 2731 SMOKY MOUNTAIN DR | 257.34             | 132-0-350-065     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-235     | 2721 SMOKY MOUNTAIN DR | 257.34             | 132-0-350-075     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-245     | 2723 SMOKY MOUNTAIN DR | 257.34             | 132-0-350-085     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-255     | 2725 SMOKY MOUNTAIN DR | 257.34             | 132-0-350-095     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-265     | 2727 SMOKY MOUNTAIN DR | 257.34             | 132-0-350-105     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-275     | 2717 SMOKY MOUNTAIN DR | 257.34             | 132-0-350-115     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-285     | 2715 SMOKY MOUNTAIN DR | 257.34             | 132-0-350-125     | 357 RIVERPARK BLVD  | 99.18              |
| 132-0-200-295     | 2713 SMOKY MOUNTAIN DR | 257.34             | 132-0-360-015     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-305     | 2711 SMOKY MOUNTAIN DR | 257.34             | 132-0-360-025     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-455     | 2701 SMOKY MOUNTAIN DR | 257.34             | 132-0-360-035     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-465     | 2703 SMOKY MOUNTAIN DR | 257.34             | 132-0-360-045     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-475     | 2705 SMOKY MOUNTAIN DR | 257.34             | 132-0-360-055     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-485     | 2700 RIVERPARK BLVD    | 233.12             | 132-0-360-065     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-495     | 2702 RIVERPARK BLVD    | 233.12             | 132-0-360-075     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-505     | 2704 RIVERPARK BLVD    | 233.12             | 132-0-360-085     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-515     | 341 AMERICAN RIVER CT  | 233.12             | 132-0-360-095     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-525     | 343 AMERICAN RIVER CT  | 233.12             | 132-0-360-105     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-535     | 345 AMERICAN RIVER CT  | 233.12             | 132-0-360-115     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-545     | 347 AMERICAN RIVER CT  | 233.12             | 132-0-360-125     | 355 RIVERPARK BLVD  | 99.18              |
| 132-0-200-555     | 357 AMERICAN RIVER CT  | 233.12             | 132-0-370-015     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-200-565     | 355 AMERICAN RIVER CT  | 233.12             | 132-0-370-025     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-200-575     | 353 AMERICAN RIVER CT  | 233.12             | 132-0-370-035     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-200-585     | 351 AMERICAN RIVER CT  | 233.12             | 132-0-370-045     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-210-345     | 300 BIG SUR RIVER PL   | 214.58             | 132-0-370-055     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-210-355     | 302 BIG SUR RIVER PL   | 214.58             | 132-0-370-065     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-210-365     | 304 BIG SUR RIVER PL   | 214.58             | 132-0-370-075     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-210-375     | 306 BIG SUR RIVER PL   | 214.58             | 132-0-370-085     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-210-385     | 308 BIG SUR RIVER PL   | 214.58             | 132-0-370-095     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-210-395     | 310 BIG SUR RIVER PL   | 214.58             | 132-0-370-105     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-210-405     | 301 AMERICAN RIVER CT  | 214.58             | 132-0-370-115     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-210-415     | 303 AMERICAN RIVER CT  | 214.58             | 132-0-370-125     | 353 RIVERPARK BLVD  | 99.18              |
| 132-0-210-425     | 305 AMERICAN RIVER CT  | 214.58             | 132-0-380-015     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-435     | 307 AMERICAN RIVER CT  | 214.58             | 132-0-380-025     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-445     | 309 AMERICAN RIVER CT  | 214.58             | 132-0-380-035     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-455     | 311 AMERICAN RIVER CT  | 214.58             | 132-0-380-045     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-465     | 312 BIG SUR RIVER PL   | 214.58             | 132-0-380-055     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-475     | 314 BIG SUR RIVER PL   | 214.58             | 132-0-380-065     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-495     | 318 BIG SUR RIVER PL   | 214.58             | 132-0-380-075     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-505     | 313 AMERICAN RIVER CT  | 214.58             | 132-0-380-085     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-515     | 315 AMERICAN RIVER CT  | 214.58             | 132-0-380-095     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-525     | 317 AMERICAN RIVER CT  | 214.58             | 132-0-380-105     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-535     | 319 AMERICAN RIVER CT  | 214.58             | 132-0-380-115     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-545     | 330 BIG SUR RIVER PL   | 207.52             | 132-0-380-125     | 351 RIVERPARK BLVD  | 99.18              |
| 132-0-210-555     | 328 BIG SUR RIVER PL   | 207.52             | 132-0-390-015     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-565     | 326 BIG SUR RIVER PL   | 207.52             | 132-0-390-025     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-575     | 324 BIG SUR RIVER PL   | 207.52             | 132-0-390-035     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-585     | 322 BIG SUR RIVER PL   | 207.52             | 132-0-390-045     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-595     | 320 BIG SUR RIVER PL   | 207.52             | 132-0-390-055     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-605     | 331 AMERICAN RIVER CT  | 207.52             | 132-0-390-065     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-615     | 329 AMERICAN RIVER CT  | 207.52             | 132-0-390-075     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-625     | 327 AMERICAN RIVER CT  | 207.52             | 132-0-390-085     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-635     | 325 AMERICAN RIVER CT  | 207.52             | 132-0-390-095     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-645     | 323 AMERICAN RIVER CT  | 207.52             | 132-0-390-105     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-210-655     | 321 AMERICAN RIVER CT  | 207.52             | 132-0-390-115     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-230-195     | 500 FOREST PARK BLVD   | 7,927.98           | 132-0-390-125     | 323 RIVERPARK BLVD  | 99.18              |
| 132-0-230-205     | 500 FOREST PARK BLVD   | 7,927.98           | 132-0-400-015     | 321 RIVERPARK BLVD  | 99.18              |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 2000-3**  
**(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address            | Levy Amount | Parcel No.    | Site Address       | Levy Amount |
|---------------|-------------------------|-------------|---------------|--------------------|-------------|
| 132-0-230-225 | 470 FOREST PARK BLVD    | 16,385.90   | 132-0-400-025 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-230-235 | NOT AVAILABLE           | 3,422.82    | 132-0-400-035 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-015 | 648 FLATHEAD RIVER ST   | 115.26      | 132-0-400-045 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-025 | 646 FLATHEAD RIVER ST   | 115.26      | 132-0-400-055 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-035 | 644 FLATHEAD RIVER ST   | 115.26      | 132-0-400-065 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-045 | 642 FLATHEAD RIVER ST   | 115.26      | 132-0-400-075 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-055 | 640 FLATHEAD RIVER ST   | 115.26      | 132-0-400-085 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-065 | 638 FLATHEAD RIVER ST   | 115.26      | 132-0-400-095 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-075 | 636 FLATHEAD RIVER ST   | 115.26      | 132-0-400-105 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-085 | 634 FLATHEAD RIVER ST   | 115.26      | 132-0-400-115 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-095 | 632 FLATHEAD RIVER ST   | 115.26      | 132-0-400-125 | 321 RIVERPARK BLVD | 99.18       |
| 132-0-251-105 | 630 FLATHEAD RIVER ST   | 115.26      | 132-0-410-015 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-115 | 628 FLATHEAD RIVER ST   | 115.26      | 132-0-410-025 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-125 | 626 FLATHEAD RIVER ST   | 115.26      | 132-0-410-035 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-135 | 624 FLATHEAD RIVER ST   | 115.26      | 132-0-410-045 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-145 | 622 FLATHEAD RIVER ST   | 115.26      | 132-0-410-055 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-155 | 620 FLATHEAD RIVER ST   | 115.26      | 132-0-410-065 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-165 | 614 FLATHEAD RIVER ST   | 115.26      | 132-0-410-075 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-175 | 612 FLATHEAD RIVER ST   | 115.26      | 132-0-410-085 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-185 | 610 FLATHEAD RIVER ST   | 115.26      | 132-0-410-095 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-195 | 608 FLATHEAD RIVER ST   | 115.26      | 132-0-410-105 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-205 | 606 FLATHEAD RIVER ST   | 115.26      | 132-0-410-115 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-215 | 604 FLATHEAD RIVER ST   | 115.26      | 132-0-410-125 | 319 RIVERPARK BLVD | 99.18       |
| 132-0-251-225 | 602 FLATHEAD RIVER ST   | 115.26      | 132-0-420-015 | 2831 N VENTURA RD  | 674.54      |
| 132-0-251-235 | 600 FLATHEAD RIVER ST   | 115.26      | 132-0-420-025 | 2851 N VENTURA RD  | 505.90      |
| 132-0-251-245 | 514 FLATHEAD RIVER ST   | 115.26      | 132-0-420-075 | 2861 N VENTURA RD  | 126.48      |
| 132-0-251-255 | 512 FLATHEAD RIVER ST   | 115.26      | 132-0-420-085 | 2861 N VENTURA RD  | 126.48      |
| 132-0-251-265 | 510 FLATHEAD RIVER ST   | 115.26      | 132-0-420-095 | 2861 N VENTURA RD  | 126.48      |
| 132-0-251-275 | 508 FLATHEAD RIVER ST   | 115.26      | 132-0-420-105 | 2861 N VENTURA RD  | 126.48      |
| 132-0-251-285 | 506 FLATHEAD RIVER ST   | 115.26      | 132-0-420-115 | 2841 N VENTURA RD  | 505.90      |
| 132-0-251-295 | 504 FLATHEAD RIVER ST   | 115.26      | 132-0-430-015 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-305 | 502 FLATHEAD RIVER ST   | 115.26      | 132-0-430-025 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-315 | 500 FLATHEAD RIVER ST   | 115.26      | 132-0-430-035 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-325 | 3007 MOONLIGHT PARK AVE | 292.68      | 132-0-430-045 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-335 | 3005 MOONLIGHT PARK AVE | 292.68      | 132-0-430-055 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-345 | 3003 MOONLIGHT PARK AVE | 292.68      | 132-0-430-065 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-355 | 3001 MOONLIGHT PARK AVE | 292.68      | 132-0-430-075 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-365 | 639 FOREST PARK BLVD    | 168.50      | 132-0-430-085 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-375 | 637 FOREST PARK BLVD    | 168.50      | 132-0-430-095 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-385 | 635 FOREST PARK BLVD    | 168.50      | 132-0-430-105 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-395 | 633 FOREST PARK BLVD    | 168.50      | 132-0-430-115 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-405 | 631 FOREST PARK BLVD    | 168.50      | 132-0-430-125 | 317 RIVERPARK BLVD | 99.18       |
| 132-0-251-415 | 629 FOREST PARK BLVD    | 168.50      | 132-0-440-015 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-425 | 627 FOREST PARK BLVD    | 168.50      | 132-0-440-025 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-435 | 625 FOREST PARK BLVD    | 168.50      | 132-0-440-035 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-445 | 623 FOREST PARK BLVD    | 168.50      | 132-0-440-045 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-455 | 621 FOREST PARK BLVD    | 168.50      | 132-0-440-055 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-465 | 519 FOREST PARK BLVD    | 168.50      | 132-0-440-065 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-475 | 517 FOREST PARK BLVD    | 168.50      | 132-0-440-075 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-485 | 515 FOREST PARK BLVD    | 168.50      | 132-0-440-085 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-495 | 513 FOREST PARK BLVD    | 168.50      | 132-0-440-095 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-505 | 511 FOREST PARK BLVD    | 168.50      | 132-0-440-105 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-515 | 509 FOREST PARK BLVD    | 168.50      | 132-0-440-115 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-525 | 507 FOREST PARK BLVD    | 168.50      | 132-0-440-125 | 315 RIVERPARK BLVD | 99.18       |
| 132-0-251-535 | 505 FOREST PARK BLVD    | 168.50      | 132-0-450-015 | 313 RIVERPARK BLVD | 99.18       |
| 132-0-251-545 | 503 FOREST PARK BLVD    | 168.50      | 132-0-450-025 | 313 RIVERPARK BLVD | 99.18       |
| 132-0-251-555 | 501 FOREST PARK BLVD    | 168.50      | 132-0-450-035 | 313 RIVERPARK BLVD | 99.18       |
| 132-0-251-565 | 617 FOREST PARK BLVD    | 168.50      | 132-0-450-045 | 313 RIVERPARK BLVD | 99.18       |
| 132-0-251-575 | 615 FOREST PARK BLVD    | 168.50      | 132-0-450-055 | 313 RIVERPARK BLVD | 99.18       |
| 132-0-251-585 | 613 FOREST PARK BLVD    | 168.50      | 132-0-450-065 | 313 RIVERPARK BLVD | 99.18       |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 2000-3**  
**(OXNARD BLVD/HIGHWAY 101 INTERCHANGE)**  
**FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b>    | <b>Levy Amount</b> | <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b>  |
|-------------------|------------------------|--------------------|-------------------|---------------------|---------------------|
| 132-0-251-595     | 611 FOREST PARK BLVD   | 168.50             | 132-0-450-075     | 313 RIVERPARK BLVD  | 99.18               |
| 132-0-251-605     | 609 FOREST PARK BLVD   | 168.50             | 132-0-450-085     | 313 RIVERPARK BLVD  | 99.18               |
| 132-0-251-615     | 607 FOREST PARK BLVD   | 168.50             | 132-0-450-095     | 313 RIVERPARK BLVD  | 99.18               |
| 132-0-251-625     | 605 FOREST PARK BLVD   | 168.50             | 132-0-450-105     | 313 RIVERPARK BLVD  | 99.18               |
| 132-0-251-635     | 603 FOREST PARK BLVD   | 168.50             | 132-0-450-115     | 313 RIVERPARK BLVD  | 99.18               |
| 132-0-251-645     | 601 FOREST PARK BLVD   | 168.50             | 132-0-450-125     | 313 RIVERPARK BLVD  | 99.18               |
| 132-0-251-655     | 3008 N OXNARD BLVD     | 168.50             | 132-0-460-015     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-251-665     | 3010 N OXNARD BLVD     | 168.50             | 132-0-460-025     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-251-675     | 3012 N OXNARD BLVD     | 168.50             | 132-0-460-035     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-251-685     | 3014 N OXNARD BLVD     | 168.50             | 132-0-460-045     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-252-015     | 614 GREEN RIVER ST     | 115.26             | 132-0-460-055     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-252-025     | 612 GREEN RIVER ST     | 115.26             | 132-0-460-065     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-252-035     | 610 GREEN RIVER ST     | 115.26             | 132-0-460-075     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-252-045     | 608 GREEN RIVER ST     | 115.26             | 132-0-460-085     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-252-055     | 606 GREEN RIVER ST     | 115.26             | 132-0-460-095     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-252-065     | 604 GREEN RIVER ST     | 115.26             | 132-0-460-105     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-252-075     | 602 GREEN RIVER ST     | 115.26             | 132-0-460-115     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-252-085     | 3025 MOSS LANDING BLVD | 115.26             | 132-0-460-125     | 311 RIVERPARK BLVD  | 99.18               |
| 132-0-252-095     | 3023 MOSS LANDING BLVD | 115.26             | 139-0-050-140     | NOT AVAILABLE       | 334.84              |
| 132-0-252-105     | 3021 MOSS LANDING BLVD | 115.26             | 139-0-050-225     | 2370 N H ST         | 167.42              |
| 132-0-252-115     | 3019 MOSS LANDING BLVD | 115.26             | 142-0-010-065     | NOT AVAILABLE       | 178.58              |
| 132-0-252-125     | 3017 MOSS LANDING BLVD | 115.26             | 142-0-010-215     | 101 W ESPLANADE DR  | 1,021.24            |
| 132-0-252-135     | 3015 MOSS LANDING BLVD | 115.26             | 142-0-010-345     | 2420 N OXNARD BLVD  | 11,484.92           |
| 132-0-252-145     | 3013 MOSS LANDING BLVD | 115.26             | 142-0-010-425     | 200 W ESPLANADE DR  | 2,025.76            |
| 132-0-252-155     | 3011 MOSS LANDING BLVD | 115.26             | 142-0-010-515     | 271 W ESPLANADE DR  | 2,334.10            |
| 132-0-252-165     | 603 FLATHEAD RIVER ST  | 115.26             | 142-0-010-555     | 361 W ESPLANADE DR  | 4,318.10            |
| 132-0-252-175     | 605 FLATHEAD RIVER ST  | 115.26             | 142-0-010-575     | NOT AVAILABLE       | 3,189.94            |
| 132-0-252-185     | 607 FLATHEAD RIVER ST  | 115.26             | 142-0-010-605     | NOT AVAILABLE       | 909.64              |
| 132-0-252-195     | 609 FLATHEAD RIVER ST  | 115.26             | 142-0-010-615     | 401 W ESPLANADE DR  | 23,418.92           |
| 132-0-252-205     | 611 FLATHEAD RIVER ST  | 115.26             | 142-0-010-625     | 151 W ESPLANADE DR  | 36,217.62           |
| 132-0-252-215     | 613 FLATHEAD RIVER ST  | 115.26             | 142-0-010-635     | 411 ESPLANADE DR    | 12,289.70           |
| 132-0-252-225     | 615 FLATHEAD RIVER ST  | 115.26             | 142-0-010-645     | 421 W ESPLANADE DR  | 1,494.42            |
| 132-0-252-235     | 646 GREEN RIVER ST     | 115.26             | 142-0-021-010     | 2420 N OXNARD BLVD  | 7,277.12            |
| 132-0-252-245     | 644 GREEN RIVER ST     | 115.26             | 142-0-021-070     | 2360 N OXNARD BLVD  | 3,638.56            |
| 132-0-252-255     | 642 GREEN RIVER ST     | 115.26             | 142-0-021-080     | 2368 N OXNARD BLVD  | 1,847.18            |
| 132-0-252-265     | 640 GREEN RIVER ST     | 115.26             | 142-0-021-170     | 2341 VINEYARD AVE   | 5,150.90            |
| 132-0-252-275     | 638 GREEN RIVER ST     | 115.26             | 142-0-021-240     | 2303 N VINEYARD AVE | 2,617.30            |
| 132-0-252-285     | 636 GREEN RIVER ST     | 115.26             | 142-0-021-250     | 2441 VINEYARD AVE   | 2,594.98            |
| 132-0-252-295     | 634 GREEN RIVER ST     | 115.26             | 142-0-022-605     | 300 ESPLANADE DR    | 26,512.90           |
| 132-0-252-305     | 630 GREEN RIVER ST     | 115.26             | 142-0-022-615     | NOT AVAILABLE       | 21,089.80           |
| 132-0-252-315     | 628 GREEN RIVER ST     | 115.26             | 142-0-235-180     | 111 E GONZALES RD   | 5,700.20            |
| 132-0-252-325     | 624 GREEN RIVER ST     | 115.26             | 142-0-235-190     | 137 E GONZALES RD   | 6,577.16            |
| 132-0-252-335     | 622 GREEN RIVER ST     | 115.26             | 142-0-310-015     | 2303 N VINEYARD AVE | 3,657.70            |
| 132-0-252-345     | 620 GREEN RIVER ST     | 115.26             | 142-0-310-025     | 300 ESPLANADE DR    | 13,466.06           |
| 132-0-252-355     | 625 FLATHEAD RIVER ST  | 115.26             | 142-0-310-035     | NOT AVAILABLE       | 1,430.38            |
| 132-0-252-365     | 627 FLATHEAD RIVER ST  | 115.26             | 142-0-310-045     | NOT AVAILABLE       | 2,022.98            |
| 132-0-252-375     | 629 FLATHEAD RIVER ST  | 115.26             | 142-0-310-055     | 111 E GONZALES RD   | 6,048.48            |
| 132-0-252-385     | 631 FLATHEAD RIVER ST  | 115.26             | 142-0-310-065     | 137 E GONZALES RD   | 1,696.02            |
| 132-0-252-395     | 633 FLATHEAD RIVER ST  | 115.26             |                   |                     |                     |
| 132-0-252-405     | 637 FLATHEAD RIVER ST  | 115.26             |                   |                     |                     |
|                   |                        |                    | <b>Total</b>      | <b>698 Parcels</b>  | <b>\$583,722.96</b> |



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 6**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Jim Throop  
Chief Financial Officer

**Jim Throop**

**SUBJECT:** Special Tax Levy for Community Facilities District No. 5 (Riverpark)

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

**RECOMMENDATION:**

That City Council: 1) Acting as the legislative body of Community Facilities District (CFD) No. 5, adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for FY 2017-18; and 2) Authorize the City Manager to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

**BACKGROUND**

On September 13, 2005, City Council adopted Resolution No. 12,936 (the "Resolution of Formation") establishing CFD No. 5. On September 20, 2005, City Council adopted Ordinance No. 2701 to levy a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth in Exhibit A attached to the Resolution of Formation and defined therein. Thereafter, in each fiscal year, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year.

CFD No. 5 is authorized to pay for any and all types of services authorized pursuant to Government Code Section 53313, which includes the following:

- Maintenance of parks, parkways, and open space



## Special Tax Levy for Community Facilities District No. 5 (Riverpark)

June 6, 2017

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- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities
- Flood and storm protection services
- Ongoing administrative fees
- Police protection services
- Fire protection and suppression services
- Ambulance and paramedic services
- Local park, recreation, parkway, and open-space facilities

The following represents a breakdown of the tax levy for the upcoming and most recent fiscal years:

| <b>Description</b>            | <b>FY 17-18</b>    | <b>FY 16-17</b>    |
|-------------------------------|--------------------|--------------------|
| Administration                | \$ 458,354         | \$ 68,240          |
| Fire                          | 1,400,000          | 1,400,000          |
| Landscape/Park Maintenance    | 2,503,881          | 3,008,325          |
| Police                        | 384,093            | 470,000            |
| Storm Drain Maintenance       | 381,480            | 50,000             |
| Prior Year Adjustments        | 0                  | 0                  |
| Less: Special Tax Levy Credit | <u>0</u>           | <u>0</u>           |
| <b>Total</b>                  | <b>\$5,127,808</b> | <b>\$4,546,556</b> |

The Resolution of Formation authorizes annual adjustments to the maximum special tax rates based upon the Consumer Price Index (CPI) with a floor of 2% and a cap of 5% annually. The current maximum allowable tax including all cumulative CPI adjustments under the Resolution of Formation is \$6,317,374. The taxes can be increased up to the maximum special tax rate at any time.

The total amount of special taxes for CFD No. 5 for FY 2017-18 is \$5,127,808. This represents a 12.8% increase from Fiscal Year 2016-17. The reason for the increase is due to increased expenses related to storm drain maintenance and dredging costs.

The following chart details the tax rate by property type and the proposed increase in FY 17-18:

## Special Tax Levy for Community Facilities District No. 5 (Riverpark)

June 6, 2017

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| Development Status | Land Use Class | Land Use        | Description      | Residential Floor Area | Per                            | 2017/18 Actual Rate | 2017/18 Maximum Rate |
|--------------------|----------------|-----------------|------------------|------------------------|--------------------------------|---------------------|----------------------|
| Developed          | 1              | Residential     | SFR Attached     | < 1,400                | Unit                           | \$1,704.90          | \$1,704.91           |
| Developed          | 2              | Residential     | SFR Attached     | 1,400-1,699            | Unit                           | 2,095.66            | 2,095.66             |
| Developed          | 3              | Residential     | SFR Attached     | 1,700-1,999            | Unit                           | 2,293.34            | 2,293.34             |
| Developed          | 4              | Residential     | SFR Attached     | 2,000-2,199            | Unit                           | 2,691.78            | 2,691.79             |
| Developed          | 5              | Residential     | SFR Attached     | >= 2,200               | Unit                           | 2,889.46            | 2,889.47             |
| Developed          | 6              | Residential     | SFR Detached     | < 1,750                | Unit                           | 2,499.12            | 2,499.13             |
| Developed          | 7              | Residential     | SFR Detached     | 1,750-2,099            | Unit                           | 2,832.06            | 2,832.07             |
| Developed          | 8              | Residential     | SFR Detached     | 2,100-2,299            | Unit                           | 3,080.86            | 3,080.86             |
| Developed          | 9              | Residential     | SFR Detached     | 2,300-2,799            | Unit                           | 3,554.36            | 3,554.36             |
| Developed          | 10             | Residential     | SFR Detached     | >= 2,800               | Unit                           | N/A                 | 4,057.06             |
| Developed          | 11             | Residential     | Affordable Units | N/A                    | Unit                           | 620.70              | 620.71               |
| Developed          | 12             | Residential     | High Density     | N/A                    | Unit                           | 617.79              | 617.79               |
| Developed          | 13             | Non-Residential | Non-Residential  | N/A                    | Building Permit Square Footage | 0.1812              | 0.1812               |
| Undeveloped        |                | Undeveloped     | Undeveloped      | N/A                    | Acre                           | 0.00                | 26,637.66            |

With the exception of the Undeveloped Property land use classification, there is an increase in the tax rate of 2.6% for Fiscal Year 2017-18, which is consistent with prior years' increases pursuant to the requirements contained in the rate and method of apportionment ("RMA") for CFD No. 5. Pursuant to the special tax formula in the RMA, developed property is first levied up to 100% of their maximum special tax to meet the annual special tax requirement. If additional funds are needed, then undeveloped property is levied up to 100% of their maximum special tax to meet the remainder of the annual special tax requirement. The tax on undeveloped property in FY 17-18 is set at \$0 pursuant to the RMA.

CFD No. 5 has an estimated fund balance of \$4.5 million. This fund balance is being retained to finance future capital projects including but not limited to: (i) the construction of a maintenance yard on real property leased from the Rio School District, (ii) the construction of a dog park, and (iii) additional replacement of storm drain filtration devices.

The attached Agreement for Billing of Direct Assessments (Attachment C) is a new agreement required by the County of Ventura for a continuation of services related to the inclusion of the City's special taxes and special assessments on the Ventura County tax bills. In absence of this arrangement, the City would have to bill property owners directly for special taxes/assessments. This agreement is applicable to all assessment districts, Community Facilities Districts and other special assessments administered by the City.

## 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.

## Special Tax Levy for Community Facilities District No. 5 (Riverpark)

June 6, 2017

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### **FINANCIAL IMPACT**

There will be no cost to the City's General Fund from approval of the resolution levying the special taxes for CFD No. 5 for FY 2017-18. All maintenance, service, and administrative costs are included in the amount to be collected by the special taxes, which are levied on properties located in CFD No. 5.

### **ATTACHMENTS:**

Attachment A: Resolution Authorizing Levy of Special Tax CFD 5 FY 17-18

Attachment B: Exhibit A to CFD 5 Resolution

Attachment C: Agreement for Billing of Direct Assessments

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
OXNARD ACTING AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF  
THE CITY OF OXNARD AUTHORIZING THE LEVY OF  
SPECIAL TAXES WITHIN COMMUNITY FACILITIES  
DISTRICT NO. 5 (RIVERPARK) FOR THE FISCAL YEAR 2017-  
2018

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 5 (RiverPark) of the City of Oxnard (“CFD No. 5”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, this City Council of the City (this “City Council”), acting as the legislative body of CFD No. 5, is authorized pursuant to Resolution No. 12,936, adopted by this City Council on September 13, 2005 (the “Resolution of Formation”), and Ordinance No. 2701, adopted by this City Council on September 20, 2005 (the “Ordinance”), to levy a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth in Exhibit A attached to the Resolution of Formation in accordance with the provisions of the Rate and Method of Apportionment for City of Oxnard Community Facilities District No. 5 (RiverPark) (the “Rate and Method”), a copy of which is attached to the Resolution of Formation as Exhibit B; and

WHEREAS, it is now necessary and appropriate that this City Council, acting as the legislative body of CFD No. 5, levy and collect the special taxes for Fiscal Year 2017-2018 for the purposes specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK), DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals, and each of them, are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act, the Ordinance, and the Rate and Method, there is hereby levied upon the parcels within CFD No. 5 that are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2017-2018 at the special tax rates set forth in the exhibit entitled “City of Oxnard Community Facilities District No. 5 (RiverPark) Fiscal Year

2017-2018 Levy”, attached hereto as Exhibit A and made a part hereof by this reference, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance and the Rate and Method. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary *ad valorem* taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and Exhibit A to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2017-2018, and to perform all other acts that are required by the Act, the Ordinance, the Rate and Method, or by law in order to accomplish the purpose of this Resolution.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SECTION 7. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this \_\_ day of \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Tim Flynn, Mayor

ATTEST:

---

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

---

Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA     )  
                                           )  
 COUNTY OF VENTURA     )       ss.

I, MICHELLE ASCENCION, City Clerk of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. \_\_\_\_\_ of the City Council of the City of Oxnard, that the same was duly and validly adopted on \_\_\_\_\_, 2017, and that the same has not been amended or repealed.

DATED: \_\_\_\_\_, 2017

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Michelle Ascencion,  
 City Clerk of the City of Oxnard

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address           | Levy Amount | Parcel No.    | Site Address         | Levy Amount |
|---------------|------------------------|-------------|---------------|----------------------|-------------|
| 132-0-033-055 | NOT AVAILABLE          | \$0.00      | 133-0-110-125 | 746 NILE RIVER DR    | \$2,499.12  |
| 132-0-033-075 | NOT AVAILABLE          | 0.00        | 133-0-110-135 | 744 NILE RIVER DR    | 2,832.06    |
| 132-0-033-095 | NOT AVAILABLE          | 637.08      | 133-0-110-145 | 742 NILE RIVER DR    | 2,832.06    |
| 132-0-033-105 | NOT AVAILABLE          | 0.00        | 133-0-110-155 | 741 NILE RIVER DR    | 2,832.06    |
| 132-0-100-265 | NOT AVAILABLE          | 0.00        | 133-0-110-165 | 743 NILE RIVER DR    | 2,832.06    |
| 132-0-100-275 | NOT AVAILABLE          | 0.00        | 133-0-110-175 | 745 NILE RIVER DR    | 2,499.12    |
| 132-0-100-285 | NOT AVAILABLE          | 0.00        | 133-0-110-185 | 747 NILE RIVER DR    | 2,499.12    |
| 132-0-100-295 | NOT AVAILABLE          | 0.00        | 133-0-110-195 | 749 NILE RIVER DR    | 2,832.06    |
| 132-0-100-305 | NOT AVAILABLE          | 0.00        | 133-0-110-205 | 751 NILE RIVER DR    | 2,832.06    |
| 132-0-100-315 | NOT AVAILABLE          | 0.00        | 133-0-110-215 | 753 NILE RIVER DR    | 2,832.06    |
| 132-0-100-325 | NOT AVAILABLE          | 0.00        | 133-0-110-225 | 755 NILE RIVER DR    | 2,832.06    |
| 132-0-110-015 | NOT AVAILABLE          | 0.00        | 133-0-110-235 | 757 NILE RIVER DR    | 2,499.12    |
| 132-0-110-155 | NOT AVAILABLE          | 84,019.44   | 133-0-110-245 | 759 NILE RIVER DR    | 2,499.12    |
| 132-0-110-175 | NOT AVAILABLE          | 0.00        | 133-0-110-255 | 761 NILE RIVER DR    | 2,832.06    |
| 132-0-110-315 | NOT AVAILABLE          | 0.00        | 133-0-110-265 | 763 NILE RIVER DR    | 2,832.06    |
| 132-0-110-335 | 700 FOREST PARK BLVD   | 247,116.00  | 133-0-110-275 | 762 OWENS RIVER DR   | 2,832.06    |
| 132-0-120-015 | NOT AVAILABLE          | 0.00        | 133-0-110-285 | 760 OWENS RIVER DR   | 2,832.06    |
| 132-0-131-025 | 3085 NIMES LN          | 2,832.06    | 133-0-110-295 | 758 OWENS RIVER DR   | 2,499.12    |
| 132-0-131-035 | 3075 NIMES LN          | 2,832.06    | 133-0-110-305 | 756 OWENS RIVER DR   | 2,499.12    |
| 132-0-131-045 | 3065 NIMES LN          | 2,499.12    | 133-0-110-315 | 754 OWENS RIVER DR   | 2,832.06    |
| 132-0-131-055 | 3055 NIMES LN          | 2,499.12    | 133-0-110-325 | 752 OWENS RIVER DR   | 2,832.06    |
| 132-0-131-065 | 3045 NIMES LN          | 2,832.06    | 133-0-110-335 | 750 OWENS RIVER DR   | 2,832.06    |
| 132-0-131-075 | 3035 NIMES LN          | 2,832.06    | 133-0-110-345 | 748 OWENS RIVER DR   | 2,832.06    |
| 132-0-131-085 | 423 GARONNE ST         | 2,832.06    | 133-0-110-355 | 746 OWENS RIVER DR   | 2,499.12    |
| 132-0-131-095 | 425 GARONNE ST         | 2,832.06    | 133-0-110-365 | 744 OWENS RIVER DR   | 2,499.12    |
| 132-0-131-105 | 427 GARONNE ST         | 2,499.12    | 133-0-110-375 | 742 OWENS RIVER DR   | 2,832.06    |
| 132-0-131-115 | 429 GARONNE ST         | 2,499.12    | 133-0-110-385 | 740 OWENS RIVER DR   | 2,832.06    |
| 132-0-131-125 | 431 GARONNE ST         | 2,832.06    | 133-0-110-395 | NOT AVAILABLE        | 0.00        |
| 132-0-131-135 | 433 GARONNE ST         | 2,832.06    | 133-0-120-015 | NOT AVAILABLE        | 3,554.36    |
| 132-0-132-025 | 3155 NIMES LN          | 2,832.06    | 133-0-120-025 | NOT AVAILABLE        | 3,554.36    |
| 132-0-132-035 | 3145 NIMES LN          | 2,832.06    | 133-0-120-035 | NOT AVAILABLE        | 3,554.36    |
| 132-0-132-045 | 3135 NIMES LN          | 2,499.12    | 133-0-120-045 | NOT AVAILABLE        | 3,554.36    |
| 132-0-132-055 | 3125 NIMES LN          | 2,499.12    | 133-0-120-055 | NOT AVAILABLE        | 3,554.36    |
| 132-0-132-065 | 3115 NIMES LN          | 2,832.06    | 133-0-120-065 | NOT AVAILABLE        | 3,554.36    |
| 132-0-132-075 | 3105 NIMES LN          | 2,832.06    | 133-0-120-075 | 540 OWENS RIVER DR   | 2,832.06    |
| 132-0-133-015 | 3154 MOSS LANDING BLVD | 2,832.06    | 133-0-120-085 | 534 OWENS RIVER DR   | 3,554.36    |
| 132-0-133-025 | 3156 MOSS LANDING BLVD | 3,554.36    | 133-0-120-095 | 530 OWENS RIVER DR   | 3,554.36    |
| 132-0-133-035 | 3158 MOSS LANDING BLVD | 3,554.36    | 133-0-120-105 | 524 OWENS RIVER DR   | 2,832.06    |
| 132-0-133-045 | 3160 MOSS LANDING BLVD | 3,554.36    | 133-0-120-115 | 520 OWENS RIVER DR   | 3,554.36    |
| 132-0-133-055 | 3162 MOSS LANDING BLVD | 2,832.06    | 133-0-120-125 | 3359 KINGS CANYON DR | 2,832.06    |
| 132-0-133-065 | 3164 MOSS LANDING BLVD | 3,554.36    | 133-0-120-135 | 3357 KINGS CANYON DR | 3,554.36    |
| 132-0-133-075 | 428 LAKEVIEW CT        | 2,832.06    | 133-0-120-145 | 3355 KINGS CANYON DR | 3,554.36    |
| 132-0-133-085 | 426 LAKEVIEW CT        | 3,554.36    | 133-0-120-155 | NOT AVAILABLE        | 2,832.06    |
| 132-0-133-095 | NOT AVAILABLE          | 3,554.36    | 133-0-120-165 | NOT AVAILABLE        | 3,554.36    |
| 132-0-133-105 | 422 LAKEVIEW CT        | 3,554.36    | 133-0-120-175 | 511 NILE RIVER DR    | 3,554.36    |
| 132-0-133-115 | 420 LAKEVIEW CT        | 2,832.06    | 133-0-120-185 | 515 NILE RIVER DR    | 2,832.06    |
| 132-0-133-125 | 418 LAKEVIEW CT        | 3,554.36    | 133-0-120-195 | 521 NILE RIVER DR    | 3,554.36    |
| 132-0-133-135 | 416 LAKEVIEW CT        | 3,554.36    | 133-0-120-205 | 525 NILE RIVER DR    | 3,554.36    |
| 132-0-133-145 | 414 LAKEVIEW CT        | 2,832.06    | 133-0-120-215 | 531 NILE RIVER DR    | 2,832.06    |
| 132-0-133-155 | 412 LAKEVIEW CT        | 3,554.36    | 133-0-120-225 | 535 NILE RIVER DR    | 2,832.06    |
| 132-0-133-165 | 410 LAKEVIEW CT        | 3,554.36    | 133-0-120-235 | NOT AVAILABLE        | 3,554.36    |
| 132-0-133-175 | NOT AVAILABLE          | 3,554.36    | 133-0-120-245 | 545 NILE RIVER DR    | 2,832.06    |
| 132-0-133-185 | 413 KIAWAH RIVER DR    | 3,554.36    | 133-0-120-255 | NOT AVAILABLE        | 3,554.36    |
| 132-0-133-195 | 415 KIAWAH RIVER DR    | 2,832.06    | 133-0-120-265 | NOT AVAILABLE        | 3,554.36    |
| 132-0-133-205 | 417 KIAWAH RIVER DR    | 3,554.36    | 133-0-120-275 | NOT AVAILABLE        | 3,554.36    |
| 132-0-133-215 | 419 KIAWAH RIVER DR    | 3,554.36    | 133-0-120-285 | NOT AVAILABLE        | 3,554.36    |
| 132-0-133-225 | 421 KIAWAH RIVER DR    | 2,832.06    | 133-0-120-295 | NOT AVAILABLE        | 2,832.06    |
| 132-0-133-235 | 423 KIAWAH RIVER DR    | 3,554.36    | 133-0-120-305 | 3420 OXNARD BLVD     | 3,554.36    |
| 132-0-133-245 | 425 KIAWAH RIVER DR    | 3,554.36    | 133-0-120-315 | 3430 OXNARD BLVD     | 3,554.36    |
| 132-0-133-255 | 427 KIAWAH RIVER DR    | 3,554.36    | 133-0-120-325 | 3440 OXNARD BLVD     | 2,832.06    |
| 132-0-133-265 | 429 KIAWAH RIVER DR    | 2,832.06    | 133-0-120-335 | 554 NILE RIVER DR    | 3,554.36    |
| 132-0-134-015 | 3104 NIMES LN          | 2,832.06    | 133-0-120-345 | 550 NILE RIVER DR    | 3,554.36    |
| 132-0-134-025 | 3114 NIMES LN          | 2,832.06    | 133-0-120-355 | 544 NILE RIVER DR    | 2,832.06    |



## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 5**  
**(RIVERPARK)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address         | Levy Amount | Parcel No.    | Site Address           | Levy Amount |
|---------------|----------------------|-------------|---------------|------------------------|-------------|
| 132-0-134-035 | 3124 NIMES LN        | 2,499.12    | 133-0-120-365 | 540 NILE RIVER DR      | 3,554.36    |
| 132-0-134-045 | 3134 NIMES LN        | 2,499.12    | 133-0-120-375 | 534 NILE RIVER DR      | 3,554.36    |
| 132-0-134-055 | 3144 NIMES LN        | 2,832.06    | 133-0-120-385 | 530 NILE RIVER DR      | 2,832.06    |
| 132-0-134-065 | 3154 NIMES LN        | 2,832.06    | 133-0-120-395 | NOT AVAILABLE          | 3,554.36    |
| 132-0-134-085 | 3163 ORLEANS LN      | 2,293.34    | 133-0-120-405 | NOT AVAILABLE          | 3,554.36    |
| 132-0-134-095 | 3153 ORLEANS LN      | 2,095.66    | 133-0-120-415 | NOT AVAILABLE          | 2,832.06    |
| 132-0-134-105 | 3143 ORLEANS LN      | 2,095.66    | 133-0-120-425 | NOT AVAILABLE          | 3,554.36    |
| 132-0-134-115 | 3133 ORLEANS LN      | 2,095.66    | 133-0-120-435 | NOT AVAILABLE          | 2,832.06    |
| 132-0-134-125 | 3123 ORLEANS LN      | 2,095.66    | 133-0-120-445 | NOT AVAILABLE          | 3,554.36    |
| 132-0-134-135 | 3113 ORLEANS LN      | 2,293.34    | 133-0-120-545 | 3350 MOSS LANDING BLVD | 1,704.90    |
| 132-0-134-145 | 3103 ORLEANS LN      | 2,293.34    | 133-0-120-555 | 3352 MOSS LANDING BLVD | 2,095.66    |
| 132-0-135-015 | 409 GARONNE ST       | 2,832.06    | 133-0-120-565 | 3354 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-025 | 411 GARONNE ST       | 2,832.06    | 133-0-120-575 | 3356 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-035 | 413 GARONNE ST       | 2,499.12    | 133-0-120-585 | 3358 MOSS LANDING BLVD | 2,095.66    |
| 132-0-135-045 | 415 GARONNE ST       | 2,499.12    | 133-0-120-595 | 3360 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-055 | 417 GARONNE ST       | 2,832.06    | 133-0-120-605 | 3362 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-065 | 419 GARONNE ST       | 2,832.06    | 133-0-120-615 | 3364 MOSS LANDING BLVD | 2,095.66    |
| 132-0-135-075 | 3034 NIMES LN        | 2,832.06    | 133-0-120-625 | 3366 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-085 | 3044 NIMES LN        | 2,832.06    | 133-0-120-635 | 3368 MOSS LANDING BLVD | 2,095.66    |
| 132-0-135-095 | 3054 NIMES LN        | 2,499.12    | 133-0-120-645 | 3370 MOSS LANDING BLVD | 2,095.66    |
| 132-0-135-105 | 3064 NIMES LN        | 2,499.12    | 133-0-120-655 | 3372 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-115 | 3074 NIMES LN        | 2,832.06    | 133-0-120-665 | 3374 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-125 | 3084 NIMES LN        | 2,832.06    | 133-0-120-675 | 3376 MOSS LANDING BLVD | 2,095.66    |
| 132-0-135-145 | 3093 ORLEANS LN      | 2,293.34    | 133-0-120-685 | 3378 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-155 | 3083 ORLEANS LN      | 2,095.66    | 133-0-120-695 | 3380 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-165 | 3073 ORLEANS LN      | 2,095.66    | 133-0-120-705 | 3382 MOSS LANDING BLVD | 2,095.66    |
| 132-0-135-175 | 3063 ORLEANS LN      | 2,095.66    | 133-0-120-715 | 3384 MOSS LANDING BLVD | 1,704.90    |
| 132-0-135-185 | 3053 ORLEANS LN      | 2,095.66    | 133-0-120-725 | 3360 OXNARD BLVD       | 1,704.90    |
| 132-0-135-195 | 3043 ORLEANS LN      | 2,293.34    | 133-0-120-735 | 3362 OXNARD BLVD       | 2,095.66    |
| 132-0-135-205 | 3033 ORLEANS LN      | 2,293.34    | 133-0-120-745 | 3364 OXNARD BLVD       | 1,704.90    |
| 132-0-140-015 | 359 LAKEVIEW CT      | 3,554.36    | 133-0-120-755 | 3366 OXNARD BLVD       | 1,704.90    |
| 132-0-140-025 | 357 LAKEVIEW CT      | 3,080.86    | 133-0-120-765 | 3368 OXNARD BLVD       | 2,095.66    |
| 132-0-140-035 | 355 LAKEVIEW CT      | 3,080.86    | 133-0-120-775 | 3370 OXNARD BLVD       | 1,704.90    |
| 132-0-140-045 | 353 LAKEVIEW CT      | 3,080.86    | 133-0-120-785 | 3386 MOSS LANDING BLVD | 1,704.90    |
| 132-0-140-055 | 341 LAKEVIEW CT      | 3,080.86    | 133-0-120-795 | 3388 MOSS LANDING BLVD | 1,704.90    |
| 132-0-140-065 | 339 LAKEVIEW CT      | 3,080.86    | 133-0-120-805 | 3390 MOSS LANDING BLVD | 2,095.66    |
| 132-0-140-075 | 337 LAKEVIEW CT      | 3,554.36    | 133-0-130-015 | 3152 MOSS LANDING BLVD | 2,095.66    |
| 132-0-140-085 | 335 LAKEVIEW CT      | 3,080.86    | 133-0-130-025 | 3148 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-095 | 331 LAKEVIEW CT      | 3,080.86    | 133-0-130-035 | 3142 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-105 | 329 LAKEVIEW CT      | 3,554.36    | 133-0-130-045 | 3130 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-115 | 327 LAKEVIEW CT      | 3,080.86    | 133-0-130-055 | 3124 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-125 | 325 LAKEVIEW CT      | 3,554.36    | 133-0-130-065 | 3118 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-135 | 323 LAKEVIEW CT      | 3,080.86    | 133-0-130-075 | 3112 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-145 | 321 LAKEVIEW CT      | 3,554.36    | 133-0-130-085 | 3106 MOSS LANDING BLVD | 2,095.66    |
| 132-0-140-155 | 319 LAKEVIEW CT      | 3,080.86    | 133-0-130-095 | 3050 MOSS LANDING BLVD | 2,095.66    |
| 132-0-140-165 | 317 LAKEVIEW CT      | 3,080.86    | 133-0-130-105 | 3048 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-175 | 315 LAKEVIEW CT      | 3,080.86    | 133-0-130-115 | 3046 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-185 | 313 LAKEVIEW CT      | 3,554.36    | 133-0-130-125 | 3044 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-195 | 311 LAKEVIEW CT      | 3,554.36    | 133-0-130-135 | 3042 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-215 | 3161 THAMES RIVER DR | 2,832.06    | 133-0-130-145 | 3040 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-225 | 3159 THAMES RIVER DR | 3,554.36    | 133-0-130-155 | 3038 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-235 | 3157 THAMES RIVER DR | 3,554.36    | 133-0-130-165 | 3036 MOSS LANDING BLVD | 2,095.66    |
| 132-0-140-245 | 3155 THAMES RIVER DR | 3,554.36    | 133-0-130-175 | 3120 LONDON LN         | 1,704.90    |
| 132-0-140-255 | 3153 THAMES RIVER DR | 2,832.06    | 133-0-130-185 | 3122 LONDON LN         | 2,293.34    |
| 132-0-140-265 | 3151 THAMES RIVER DR | 3,554.36    | 133-0-130-195 | 3124 LONDON LN         | 2,293.34    |
| 132-0-140-275 | 319 KIAWAH RIVER DR  | 3,554.36    | 133-0-130-205 | 3126 LONDON LN         | 2,293.34    |
| 132-0-140-285 | 321 KIAWAH RIVER DR  | 2,832.06    | 133-0-130-215 | 3132 LONDON LN         | 2,293.34    |
| 132-0-140-295 | 323 KIAWAH RIVER DR  | 3,554.36    | 133-0-130-225 | 3134 LONDON LN         | 1,704.90    |
| 132-0-140-305 | 325 KIAWAH RIVER DR  | 3,554.36    | 133-0-130-235 | 3143 MOSS LANDING BLVD | 1,704.90    |
| 132-0-140-315 | 327 KIAWAH RIVER DR  | 2,832.06    | 133-0-130-245 | 3139 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-325 | 329 KIAWAH RIVER DR  | 3,554.36    | 133-0-130-255 | 3131 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-345 | 354 LAKEVIEW CT      | 3,554.36    | 133-0-130-265 | 3127 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-355 | 352 LAKEVIEW CT      | 2,832.06    | 133-0-130-275 | 3123 MOSS LANDING BLVD | 2,293.34    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 5**  
**(RIVERPARK)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address         | Levy Amount | Parcel No.    | Site Address           | Levy Amount |
|---------------|----------------------|-------------|---------------|------------------------|-------------|
| 132-0-140-365 | 350 LAKEVIEW CT      | 3,554.36    | 133-0-130-285 | 3119 MOSS LANDING BLVD | 1,704.90    |
| 132-0-140-375 | 348 LAKEVIEW CT      | 3,554.36    | 133-0-130-295 | 3100 LONDON LN         | 2,095.66    |
| 132-0-140-385 | 346 LAKEVIEW CT      | 3,554.36    | 133-0-130-305 | 3102 LONDON LN         | 2,293.34    |
| 132-0-140-395 | 344 LAKEVIEW CT      | 2,832.06    | 133-0-130-315 | 3104 LONDON LN         | 2,293.34    |
| 132-0-140-405 | 342 LAKEVIEW CT      | 3,554.36    | 133-0-130-325 | 3106 LONDON LN         | 2,293.34    |
| 132-0-140-415 | 340 LAKEVIEW CT      | 3,554.36    | 133-0-130-335 | 3108 LONDON LN         | 2,293.34    |
| 132-0-140-425 | 338 LAKEVIEW CT      | 2,832.06    | 133-0-130-345 | 3110 LONDON LN         | 2,293.34    |
| 132-0-140-435 | 336 LAKEVIEW CT      | 3,554.36    | 133-0-130-355 | 3112 LONDON LN         | 2,293.34    |
| 132-0-140-445 | 334 LAKEVIEW CT      | 3,554.36    | 133-0-130-365 | 3114 LONDON LN         | 2,095.66    |
| 132-0-140-455 | 328 LAKEVIEW CT      | 3,554.36    | 133-0-130-375 | 3117 MOSS LANDING BLVD | 2,095.66    |
| 132-0-140-465 | 326 LAKEVIEW CT      | 2,832.06    | 133-0-130-385 | 3115 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-475 | 324 LAKEVIEW CT      | 3,554.36    | 133-0-130-395 | 3113 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-485 | 322 LAKEVIEW CT      | 3,554.36    | 133-0-130-405 | 3111 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-495 | 320 LAKEVIEW CT      | 2,832.06    | 133-0-130-415 | 3109 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-505 | 318 LAKEVIEW CT      | 3,554.36    | 133-0-130-425 | 3107 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-515 | 333 KIAWAH RIVER DR  | 2,293.34    | 133-0-130-435 | 3105 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-525 | 335 KIAWAH RIVER DR  | 2,095.66    | 133-0-130-445 | 3103 MOSS LANDING BLVD | 2,095.66    |
| 132-0-140-535 | 337 KIAWAH RIVER DR  | 2,095.66    | 133-0-130-455 | 3049 MOSS LANDING BLVD | 2,095.66    |
| 132-0-140-545 | 339 KIAWAH RIVER DR  | 2,095.66    | 133-0-130-465 | 3047 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-555 | 341 KIAWAH RIVER DR  | 2,095.66    | 133-0-130-475 | 3045 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-565 | 343 KIAWAH RIVER DR  | 2,293.34    | 133-0-130-485 | 3043 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-575 | 347 KIAWAH RIVER DR  | 2,293.34    | 133-0-130-495 | 3041 MOSS LANDING BLVD | 2,293.34    |
| 132-0-140-585 | 349 KIAWAH RIVER DR  | 2,095.66    | 133-0-130-505 | 3039 MOSS LANDING BLVD | 2,095.66    |
| 132-0-140-595 | 351 KIAWAH RIVER DR  | 2,095.66    | 133-0-130-515 | 3050 LONDON LN         | 2,095.66    |
| 132-0-140-605 | 353 KIAWAH RIVER DR  | 2,095.66    | 133-0-130-525 | 3048 LONDON LN         | 2,293.34    |
| 132-0-140-615 | 355 KIAWAH RIVER DR  | 2,095.66    | 133-0-130-535 | 3046 LONDON LN         | 2,293.34    |
| 132-0-140-625 | 357 KIAWAH RIVER DR  | 2,095.66    | 133-0-130-545 | 3044 LONDON LN         | 2,293.34    |
| 132-0-140-635 | 359 KIAWAH RIVER DR  | 2,293.34    | 133-0-130-555 | 3042 LONDON LN         | 2,293.34    |
| 132-0-150-035 | 344 KIAWAH RIVER DR  | 2,499.12    | 133-0-130-565 | 3040 LONDON LN         | 2,095.66    |
| 132-0-150-045 | 334 KIAWAH RIVER DR  | 2,832.06    | 133-0-130-575 | 533 GARONNE ST         | 2,095.66    |
| 132-0-150-055 | 324 KIAWAH RIVER DR  | 2,499.12    | 133-0-130-585 | 531 GARONNE ST         | 2,293.34    |
| 132-0-150-065 | 314 KIAWAH RIVER DR  | 2,499.12    | 133-0-130-595 | 529 GARONNE ST         | 2,293.34    |
| 132-0-150-075 | 304 KIAWAH RIVER DR  | 2,832.06    | 133-0-130-605 | 527 GARONNE ST         | 2,293.34    |
| 132-0-150-085 | 3111 THAMES RIVER DR | 2,499.12    | 133-0-130-615 | 525 GARONNE ST         | 2,293.34    |
| 132-0-150-095 | 3109 THAMES RIVER DR | 2,499.12    | 133-0-130-625 | 523 GARONNE ST         | 2,293.34    |
| 132-0-150-105 | 3107 THAMES RIVER DR | 2,499.12    | 133-0-130-635 | 521 GARONNE ST         | 2,095.66    |
| 132-0-150-115 | 3105 THAMES RIVER DR | 2,499.12    | 133-0-140-015 | 3100 VENTURA RD        | 2,095.66    |
| 132-0-150-125 | 3103 THAMES RIVER DR | 2,499.12    | 133-0-140-025 | 3102 VENTURA RD        | 2,095.66    |
| 132-0-150-135 | 3101 THAMES RIVER DR | 2,832.06    | 133-0-140-035 | 3104 VENTURA RD        | 2,095.66    |
| 132-0-150-145 | 303 JAVA PL          | 2,832.06    | 133-0-140-045 | 3106 VENTURA RD        | 2,095.66    |
| 132-0-150-155 | 313 JAVA PL          | 2,499.12    | 133-0-140-055 | 3108 VENTURA RD        | 1,704.90    |
| 132-0-150-165 | 323 JAVA PL          | 2,832.06    | 133-0-140-065 | 3110 VENTURA RD        | 2,293.34    |
| 132-0-150-175 | 333 JAVA PL          | 2,832.06    | 133-0-140-075 | 3112 VENTURA RD        | 2,293.34    |
| 132-0-150-185 | 343 JAVA PL          | 2,499.12    | 133-0-140-085 | 3114 VENTURA RD        | 1,704.90    |
| 132-0-150-205 | 342 JAVA PL          | 2,499.12    | 133-0-140-095 | 3116 VENTURA RD        | 2,095.66    |
| 132-0-150-215 | 332 JAVA PL          | 2,832.06    | 133-0-140-105 | 3118 VENTURA RD        | 2,095.66    |
| 132-0-150-225 | 322 JAVA PL          | 2,832.06    | 133-0-140-115 | 3121 LISBON LN         | 2,095.66    |
| 132-0-150-235 | 312 JAVA PL          | 2,499.12    | 133-0-140-125 | 3119 LISBON LN         | 2,095.66    |
| 132-0-150-245 | 302 JAVA PL          | 2,832.06    | 133-0-140-135 | 3117 LISBON LN         | 1,704.90    |
| 132-0-150-255 | 3051 THAMES RIVER DR | 2,832.06    | 133-0-140-145 | 3115 LISBON LN         | 2,293.34    |
| 132-0-150-265 | 3049 THAMES RIVER DR | 2,832.06    | 133-0-140-155 | 3113 LISBON LN         | 2,293.34    |
| 132-0-150-275 | 3047 THAMES RIVER DR | 2,499.12    | 133-0-140-165 | 3111 LISBON LN         | 1,704.90    |
| 132-0-150-285 | 3045 THAMES RIVER DR | 2,499.12    | 133-0-140-175 | 3109 LISBON LN         | 2,095.66    |
| 132-0-150-295 | 3043 THAMES RIVER DR | 2,832.06    | 133-0-140-185 | 3107 LISBON LN         | 2,095.66    |
| 132-0-150-305 | 3041 THAMES RIVER DR | 2,832.06    | 133-0-140-195 | 3105 LISBON LN         | 2,095.66    |
| 132-0-150-315 | 301 INDUS PL         | 2,832.06    | 133-0-140-205 | 3103 LISBON LN         | 2,095.66    |
| 132-0-150-325 | 311 INDUS PL         | 2,499.12    | 133-0-140-215 | 3120 VENTURA RD        | 2,095.66    |
| 132-0-150-335 | 321 INDUS PL         | 2,832.06    | 133-0-140-225 | 3122 VENTURA RD        | 2,095.66    |
| 132-0-150-345 | 331 INDUS PL         | 2,832.06    | 133-0-140-235 | 3124 VENTURA RD        | 2,293.34    |
| 132-0-150-355 | 341 INDUS PL         | 2,499.12    | 133-0-140-245 | 3126 VENTURA RD        | 1,704.90    |
| 132-0-150-365 | 3060 ROIA LN         | 2,293.34    | 133-0-140-255 | 3128 VENTURA RD        | 1,704.90    |
| 132-0-150-375 | 3062 ROIA LN         | 2,095.66    | 133-0-140-265 | 3130 VENTURA RD        | 2,293.34    |
| 132-0-150-385 | 3064 ROIA LN         | 2,095.66    | 133-0-140-275 | 3132 VENTURA RD        | 2,095.66    |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address           | Levy Amount | Parcel No.    | Site Address           | Levy Amount |
|---------------|------------------------|-------------|---------------|------------------------|-------------|
| 132-0-150-395 | 3066 ROIA LN           | 2,095.66    | 133-0-140-285 | 3134 VENTURA RD        | 2,095.66    |
| 132-0-150-405 | 3068 ROIA LN           | 2,095.66    | 133-0-140-295 | 3137 LISBON LN         | 2,095.66    |
| 132-0-150-415 | 3070 ROIA LN           | 2,293.34    | 133-0-140-305 | 3135 LISBON LN         | 2,095.66    |
| 132-0-150-425 | 3072 ROIA LN           | 2,293.34    | 133-0-140-315 | 3133 LISBON LN         | 2,293.34    |
| 132-0-150-435 | 3100 ROIA LN           | 2,293.34    | 133-0-140-325 | 3131 LISBON LN         | 1,704.90    |
| 132-0-150-445 | 3102 ROIA LN           | 2,095.66    | 133-0-140-335 | 3129 LISBON LN         | 1,704.90    |
| 132-0-150-455 | 3104 ROIA LN           | 2,095.66    | 133-0-140-345 | 3127 LISBON LN         | 2,293.34    |
| 132-0-150-465 | 3106 ROIA LN           | 2,095.66    | 133-0-140-355 | 3125 LISBON LN         | 2,095.66    |
| 132-0-150-475 | 3108 ROIA LN           | 2,095.66    | 133-0-140-365 | 3123 LISBON LN         | 2,095.66    |
| 132-0-150-485 | 3110 ROIA LN           | 2,095.66    | 133-0-140-375 | 3117 VENTURA RD        | 2,095.66    |
| 132-0-150-495 | 3112 ROIA LN           | 2,293.34    | 133-0-140-385 | 3119 VENTURA RD        | 2,095.66    |
| 132-0-170-125 | 2905 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-395 | 3121 VENTURA RD        | 2,095.66    |
| 132-0-170-135 | 2903 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-405 | 3123 VENTURA RD        | 2,095.66    |
| 132-0-170-145 | 2901 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-415 | 3125 VENTURA RD        | 1,704.90    |
| 132-0-170-155 | 2907 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-425 | 3127 VENTURA RD        | 2,293.34    |
| 132-0-170-165 | 2909 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-435 | 3129 VENTURA RD        | 2,293.34    |
| 132-0-170-175 | 2911 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-445 | 3131 VENTURA RD        | 1,704.90    |
| 132-0-170-185 | 2925 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-455 | 3133 VENTURA RD        | 2,095.66    |
| 132-0-170-195 | 2923 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-465 | 3135 VENTURA RD        | 2,095.66    |
| 132-0-170-205 | 2921 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-475 | 3136 VENTURA RD        | 2,095.66    |
| 132-0-170-215 | 2927 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-485 | 3138 VENTURA RD        | 2,095.66    |
| 132-0-170-225 | 2929 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-495 | 3140 VENTURA RD        | 1,704.90    |
| 132-0-170-235 | 2931 ROCKY MOUNTAIN DR | 2,691.78    | 133-0-140-505 | 3142 VENTURA RD        | 2,293.34    |
| 132-0-170-245 | 313 DANVERS RIVER ST   | 2,095.66    | 133-0-140-515 | 3144 VENTURA RD        | 2,293.34    |
| 132-0-170-255 | 311 DANVERS RIVER ST   | 2,293.34    | 133-0-140-525 | 3146 VENTURA RD        | 1,704.90    |
| 132-0-170-265 | 309 DANVERS RIVER ST   | 2,691.78    | 133-0-140-535 | 3148 VENTURA RD        | 2,095.66    |
| 132-0-170-275 | 307 DANVERS RIVER ST   | 2,691.78    | 133-0-140-545 | 3150 VENTURA RD        | 2,095.66    |
| 132-0-170-285 | 305 DANVERS RIVER ST   | 2,293.34    | 133-0-140-555 | 3152 VENTURA RD        | 2,095.66    |
| 132-0-170-295 | 303 DANVERS RIVER ST   | 2,293.34    | 133-0-140-565 | 3154 VENTURA RD        | 2,095.66    |
| 132-0-170-305 | 301 DANVERS RIVER ST   | 2,691.78    | 133-0-140-575 | 3157 LISBON LN         | 2,095.66    |
| 132-0-170-315 | 318 ELK RIVER ST       | 2,095.66    | 133-0-140-585 | 3155 LISBON LN         | 2,095.66    |
| 132-0-170-325 | 316 ELK RIVER ST       | 2,293.34    | 133-0-140-595 | 3153 LISBON LN         | 2,095.66    |
| 132-0-170-335 | 314 ELK RIVER ST       | 2,691.78    | 133-0-140-605 | 3151 LISBON LN         | 2,095.66    |
| 132-0-170-345 | 312 ELK RIVER ST       | 2,691.78    | 133-0-140-615 | 3149 LISBON LN         | 1,704.90    |
| 132-0-170-355 | 310 ELK RIVER ST       | 2,293.34    | 133-0-140-625 | 3147 LISBON LN         | 2,293.34    |
| 132-0-170-365 | 308 ELK RIVER ST       | 2,095.66    | 133-0-140-635 | 3145 LISBON LN         | 2,293.34    |
| 132-0-170-375 | 373 FEATHER RIVER PL   | 2,691.78    | 133-0-140-645 | 3143 LISBON LN         | 1,704.90    |
| 132-0-170-385 | 371 FEATHER RIVER PL   | 2,691.78    | 133-0-140-655 | 3141 LISBON LN         | 2,095.66    |
| 132-0-170-395 | 369 FEATHER RIVER PL   | 2,691.78    | 133-0-140-665 | 3139 LISBON LN         | 2,095.66    |
| 132-0-170-405 | 367 FEATHER RIVER PL   | 2,691.78    | 133-0-140-675 | 3139 VENTURA RD        | 2,095.66    |
| 132-0-170-415 | 365 FEATHER RIVER PL   | 2,691.78    | 133-0-140-685 | 3137 VENTURA RD        | 2,095.66    |
| 132-0-170-425 | 363 FEATHER RIVER PL   | 2,691.78    | 133-0-140-695 | 3141 VENTURA RD        | 1,704.90    |
| 132-0-170-435 | 361 FEATHER RIVER PL   | 2,691.78    | 133-0-140-705 | 3143 VENTURA RD        | 2,293.34    |
| 132-0-170-445 | 355 FEATHER RIVER PL   | 2,691.78    | 133-0-140-715 | 3147 VENTURA RD        | 1,704.90    |
| 132-0-170-455 | 353 FEATHER RIVER PL   | 2,691.78    | 133-0-140-725 | 3145 VENTURA RD        | 2,293.34    |
| 132-0-170-465 | 351 FEATHER RIVER PL   | 2,691.78    | 133-0-140-735 | 3149 VENTURA RD        | 2,095.66    |
| 132-0-170-475 | 349 FEATHER RIVER PL   | 2,691.78    | 133-0-140-745 | 3151 VENTURA RD        | 2,095.66    |
| 132-0-170-485 | 347 FEATHER RIVER PL   | 2,691.78    | 133-0-140-755 | 3155 VENTURA RD        | 2,095.66    |
| 132-0-170-495 | 345 FEATHER RIVER PL   | 2,691.78    | 133-0-140-765 | 3153 VENTURA RD        | 2,095.66    |
| 132-0-170-505 | 343 FEATHER RIVER PL   | 2,691.78    | 133-0-140-775 | 735 GARRONE ST         | 2,095.66    |
| 132-0-170-515 | 341 FEATHER RIVER PL   | 2,095.66    | 133-0-140-785 | 737 GARRONE LN         | 2,293.34    |
| 132-0-170-525 | 339 FEATHER RIVER PL   | 2,293.34    | 133-0-140-795 | 739 GARONNE ST         | 2,293.34    |
| 132-0-170-535 | 337 FEATHER RIVER PL   | 2,691.78    | 133-0-140-805 | 741 GARONNE ST         | 2,293.34    |
| 132-0-170-545 | 335 FEATHER RIVER PL   | 2,691.78    | 133-0-140-815 | 743 GARONNE ST         | 2,293.34    |
| 132-0-170-555 | 333 FEATHER RIVER PL   | 2,293.34    | 133-0-140-825 | 745 GARONNE LN         | 2,293.34    |
| 132-0-170-565 | 331 FEATHER RIVER PL   | 2,095.66    | 133-0-140-835 | 747 GARRONE ST         | 2,095.66    |
| 132-0-170-575 | 321 FEATHER RIVER PL   | 2,691.78    | 133-0-150-015 | 3163 MOSS LANDING BLVD | 2,293.34    |
| 132-0-170-585 | 319 FEATHER RIVER PL   | 2,691.78    | 133-0-150-025 | 3161 MOSS LANDING BLVD | 2,293.34    |
| 132-0-170-595 | 317 FEATHER RIVER PL   | 2,691.78    | 133-0-150-035 | 3159 MOSS LANDING BLVD | 1,704.90    |
| 132-0-170-605 | 315 FEATHER RIVER PL   | 2,691.78    | 133-0-150-045 | 3157 MOSS LANDING BLVD | 2,293.34    |
| 132-0-170-615 | 316 FEATHER RIVER PL   | 2,691.78    | 133-0-150-055 | 3155 MOSS LANDING BLVD | 2,293.34    |
| 132-0-170-625 | 318 FEATHER RIVER PL   | 2,691.78    | 133-0-150-065 | 3153 MOSS LANDING BLVD | 1,704.90    |
| 132-0-170-635 | 320 FEATHER RIVER PL   | 2,691.78    | 133-0-150-075 | 3150 LONDON LN         | 1,704.90    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 5**  
**(RIVERPARK)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address           | Levy Amount | Parcel No.    | Site Address           | Levy Amount |
|---------------|------------------------|-------------|---------------|------------------------|-------------|
| 132-0-170-645 | 319 ELK RIVER ST       | 2,691.78    | 133-0-150-085 | 3152 LONDON LN         | 2,293.34    |
| 132-0-170-655 | 317 ELK RIVER ST       | 2,691.78    | 133-0-150-095 | 3154 LONDON LN         | 2,293.34    |
| 132-0-170-665 | 315 ELK RIVER ST       | 2,691.78    | 133-0-150-105 | 3158 LONDON LN         | 1,704.90    |
| 132-0-170-675 | 313 ELK RIVER ST       | 2,691.78    | 133-0-150-115 | 3160 LONDON LN         | 2,293.34    |
| 132-0-180-175 | 351 FOREST PARK BLVD   | 2,095.66    | 133-0-150-125 | 3162 LONDON LN         | 2,293.34    |
| 132-0-180-185 | 349 FOREST PARK BLVD   | 620.70      | 133-0-150-135 | 3169 MOSS LANDING BLVD | 2,293.34    |
| 132-0-180-195 | 347 FOREST PARK BLVD   | 620.70      | 133-0-150-145 | 3167 MOSS LANDING BLVD | 2,293.34    |
| 132-0-180-205 | 345 FOREST PARK BLVD   | 620.70      | 133-0-150-155 | 3165 MOSS LANDING BLVD | 1,704.90    |
| 132-0-180-215 | 343 FOREST PARK BLVD   | 620.70      | 133-0-150-165 | 3225 MOSS LANDING BLVD | 2,293.34    |
| 132-0-180-225 | 341 FOREST PARK BLVD   | 2,095.66    | 133-0-150-175 | 3223 MOSS LANDING BLVD | 2,293.34    |
| 132-0-180-235 | 335 FOREST PARK BLVD   | 2,095.66    | 133-0-150-185 | 3221 MOSS LANDING BLVD | 1,704.90    |
| 132-0-180-245 | 333 FOREST PARK BLVD   | 620.70      | 133-0-150-195 | 3164 LONDON LN         | 1,704.90    |
| 132-0-180-255 | 331 FOREST PARK BLVD   | 620.70      | 133-0-150-205 | 3166 LONDON LN         | 2,293.34    |
| 132-0-180-265 | 321 FOREST PARK BLVD   | 620.70      | 133-0-150-215 | 3168 LONDON LN         | 2,293.34    |
| 132-0-180-275 | 319 FOREST PARK BLVD   | 620.70      | 133-0-150-225 | 3237 MOSS LANDING BLVD | 2,293.34    |
| 132-0-180-285 | 317 FOREST PARK BLVD   | 2,095.66    | 133-0-150-235 | 3235 MOSS LANDING BLVD | 2,293.34    |
| 132-0-180-295 | 315 FOREST PARK BLVD   | 620.70      | 133-0-150-245 | 3233 MOSS LANDING BLVD | 1,704.90    |
| 132-0-180-305 | 313 FOREST PARK BLVD   | 620.70      | 133-0-150-255 | 3231 MOSS LANDING BLVD | 2,293.34    |
| 132-0-180-315 | 311 FOREST PARK BLVD   | 2,095.66    | 133-0-150-265 | 3229 MOSS LANDING BLVD | 2,293.34    |
| 132-0-180-325 | 309 FOREST PARK BLVD   | 620.70      | 133-0-150-275 | 3227 MOSS LANDING BLVD | 1,704.90    |
| 132-0-180-335 | 307 FOREST PARK BLVD   | 620.70      | 133-0-150-285 | 3220 LONDON LN         | 1,704.90    |
| 132-0-180-345 | 305 FOREST PARK BLVD   | 620.70      | 133-0-150-295 | 3222 LONDON LN         | 2,293.34    |
| 132-0-180-355 | 303 FOREST PARK BLVD   | 620.70      | 133-0-150-305 | 3224 LONDON LN         | 2,293.34    |
| 132-0-180-365 | 301 FOREST PARK BLVD   | 2,095.66    | 133-0-150-315 | 3234 LONDON LN         | 1,704.90    |
| 132-0-180-375 | 3001 THAMES RIVER DR   | 620.70      | 133-0-150-325 | 3230 LONDON LN         | 2,293.34    |
| 132-0-180-385 | 3011 THAMES RIVER DR   | 620.70      | 133-0-150-335 | 3232 LONDON LN         | 2,293.34    |
| 132-0-180-395 | 3021 THAMES RIVER DR   | 620.70      | 133-0-170-015 | 738 OWENS RIVER DR     | 3,080.86    |
| 132-0-180-405 | 3031 THAMES RIVER DR   | 620.70      | 133-0-170-025 | 736 OWENS RIVER DR     | 3,080.86    |
| 132-0-180-415 | 3042 SHENANDOAH DR     | 2,095.66    | 133-0-170-035 | 734 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-425 | 3032 SHENANDOAH DR     | 620.70      | 133-0-170-045 | 732 OWENS RIVER DR     | 2,499.12    |
| 132-0-180-435 | 3022 SHENANDOAH DR     | 620.70      | 133-0-170-055 | 730 OWENS RIVER DR     | 2,499.12    |
| 132-0-180-445 | 3012 SHENANDOAH DR     | 620.70      | 133-0-170-065 | 728 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-455 | 3002 SHENANDOAH DR     | 620.70      | 133-0-170-075 | 726 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-465 | 3003 SHENANDOAH DR     | 2,095.66    | 133-0-170-085 | 724 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-475 | 3013 SHENANDOAH DR     | 620.70      | 133-0-170-095 | 722 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-485 | 3023 SHENANDOAH DR     | 620.70      | 133-0-170-105 | 720 OWENS RIVER DR     | 2,499.12    |
| 132-0-180-495 | 3033 SHENANDOAH DR     | 620.70      | 133-0-170-115 | 718 OWENS RIVER DR     | 2,499.12    |
| 132-0-180-505 | 3043 SHENANDOAH DR     | 620.70      | 133-0-170-125 | 716 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-515 | 3053 SHENANDOAH DR     | 2,095.66    | 133-0-170-135 | 714 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-525 | 3054 ROIA LN           | 2,095.66    | 133-0-170-145 | 712 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-535 | 3044 ROIA LN           | 620.70      | 133-0-170-155 | 710 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-545 | 3034 ROIA LN           | 620.70      | 133-0-170-165 | 708 OWENS RIVER DR     | 2,499.12    |
| 132-0-180-555 | 3024 ROIA LN           | 620.70      | 133-0-170-175 | 706 OWENS RIVER DR     | 2,499.12    |
| 132-0-180-565 | 3014 ROIA LN           | 620.70      | 133-0-170-185 | 704 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-575 | 3004 ROIA LN           | 2,095.66    | 133-0-170-195 | 702 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-585 | 3005 ROIA LN           | 2,095.66    | 133-0-170-205 | 700 OWENS RIVER DR     | 2,832.06    |
| 132-0-180-595 | 3015 ROIA LN           | 620.70      | 133-0-170-215 | 701 NILE RIVER DR      | 2,499.12    |
| 132-0-180-605 | 3025 ROIA LN           | 620.70      | 133-0-170-225 | 703 NILE RIVER DR      | 2,832.06    |
| 132-0-180-615 | 3035 ROIA LN           | 620.70      | 133-0-170-235 | 705 NILE RIVER DR      | 2,832.06    |
| 132-0-180-625 | 3045 ROIA LN           | 620.70      | 133-0-170-245 | 707 NILE RIVER DR      | 2,499.12    |
| 132-0-180-635 | 3055 ROIA LN           | 2,095.66    | 133-0-170-255 | 709 NILE RIVER DR      | 2,499.12    |
| 132-0-180-645 | 3056 PALISADES PARK DR | 2,095.66    | 133-0-170-265 | 711 NILE RIVER DR      | 2,832.06    |
| 132-0-180-655 | 3046 PALISADES PARK DR | 620.70      | 133-0-170-275 | 713 NILE RIVER DR      | 2,832.06    |
| 132-0-180-665 | 3036 PALISADES PARK DR | 620.70      | 133-0-170-285 | 715 NILE RIVER DR      | 2,499.12    |
| 132-0-180-675 | 3026 PALISADES PARK DR | 620.70      | 133-0-170-295 | 717 NILE RIVER DR      | 2,832.06    |
| 132-0-180-685 | 3016 PALISADES PARK DR | 620.70      | 133-0-170-305 | 719 NILE RIVER DR      | 2,832.06    |
| 132-0-180-695 | 3006 PALISADES PARK DR | 2,095.66    | 133-0-170-315 | 721 NILE RIVER DR      | 2,499.12    |
| 132-0-180-705 | 400 INDUS PL           | 2,095.66    | 133-0-170-325 | 723 NILE RIVER DR      | 2,499.12    |
| 132-0-180-715 | 410 INDUS PL           | 620.70      | 133-0-170-335 | 725 NILE RIVER DR      | 2,832.06    |
| 132-0-180-725 | 420 INDUS PL           | 620.70      | 133-0-170-345 | 727 NILE RIVER DR      | 2,832.06    |
| 132-0-180-735 | 3020 ORLEANS DR        | 620.70      | 133-0-170-355 | 729 NILE RIVER DR      | 2,832.06    |
| 132-0-180-745 | 3010 ORLEANS DR        | 620.70      | 133-0-170-365 | 731 NILE RIVER DR      | 2,832.06    |
| 132-0-180-755 | 3000 ORLEANS DR        | 2,095.66    | 133-0-170-375 | 733 NILE RIVER DR      | 2,499.12    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 5**  
**(RIVERPARK)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address           | Levy Amount | Parcel No.    | Site Address      | Levy Amount |
|---------------|------------------------|-------------|---------------|-------------------|-------------|
| 132-0-180-765 | 405 GARONNE ST         | 2,095.66    | 133-0-170-385 | 735 NILE RIVER DR | 2,499.12    |
| 132-0-180-775 | 403 GARONNE ST         | 620.70      | 133-0-170-395 | 737 NILE RIVER DR | 3,080.86    |
| 132-0-180-785 | 401 GARONNE ST         | 620.70      | 133-0-170-405 | 734 NILE RIVER DR | 2,832.06    |
| 132-0-190-015 | 321 COLORADO RIVER PL  | 620.70      | 133-0-170-415 | 732 NILE RIVER DR | 3,080.86    |
| 132-0-190-025 | 331 COLORADO RIVER PL  | 620.70      | 133-0-170-425 | 730 NILE RIVER DR | 2,832.06    |
| 132-0-190-035 | 341 COLORADO RIVER PL  | 620.70      | 133-0-170-435 | 728 NILE RIVER DR | 2,499.12    |
| 132-0-190-045 | 351 COLORADO RIVER PL  | 620.70      | 133-0-170-445 | 726 NILE RIVER DR | 2,499.12    |
| 132-0-190-055 | 391 COLORADO RIVER PL  | 620.70      | 133-0-170-455 | 724 NILE RIVER DR | 2,832.06    |
| 132-0-190-065 | 381 COLORADO RIVER PL  | 620.70      | 133-0-170-465 | 722 NILE RIVER DR | 3,080.86    |
| 132-0-190-075 | 371 COLORADO RIVER PL  | 620.70      | 133-0-170-475 | 720 NILE RIVER DR | 3,080.86    |
| 132-0-190-085 | 361 COLORADO RIVER PL  | 620.70      | 133-0-170-485 | 718 NILE RIVER DR | 2,832.06    |
| 132-0-190-095 | 2800 RIVERPARK BLVD    | 620.70      | 133-0-170-495 | 716 NILE RIVER DR | 2,499.12    |
| 132-0-190-105 | 2802 RIVERPARK BLVD    | 620.70      | 133-0-170-505 | 714 NILE RIVER DR | 2,499.12    |
| 132-0-190-115 | 2804 RIVERPARK BLVD    | 620.70      | 133-0-170-515 | 712 NILE RIVER DR | 2,832.06    |
| 132-0-190-125 | 2820 RIVERPARK BLVD    | 620.70      | 133-0-170-525 | 710 NILE RIVER DR | 2,832.06    |
| 132-0-190-135 | 2818 RIVERPARK BLVD    | 620.70      | 133-0-170-535 | 708 NILE RIVER DR | 2,832.06    |
| 132-0-190-145 | 2816 RIVERPARK BLVD    | 620.70      | 133-0-170-545 | 706 NILE RIVER DR | 2,832.06    |
| 132-0-190-155 | 2814 RIVERPARK BLVD    | 620.70      | 133-0-180-015 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-165 | 2812 RIVERPARK BLVD    | 620.70      | 133-0-180-025 | NOT AVAILABLE     | 2,832.06    |
| 132-0-190-175 | 2810 RIVERPARK BLVD    | 620.70      | 133-0-180-035 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-185 | 2821 SMOKY MOUNTAIN DR | 2,095.66    | 133-0-180-045 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-195 | 2819 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-055 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-205 | 2817 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-065 | NOT AVAILABLE     | 2,832.06    |
| 132-0-190-215 | 2815 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-075 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-225 | 2813 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-085 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-235 | 2811 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-095 | NOT AVAILABLE     | 2,832.06    |
| 132-0-190-245 | 2801 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-105 | NOT AVAILABLE     | 2,832.06    |
| 132-0-190-255 | 2803 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-115 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-265 | 2805 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-125 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-275 | 2835 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-135 | NOT AVAILABLE     | 2,832.06    |
| 132-0-190-285 | 2833 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-145 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-295 | 2831 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-155 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-305 | 2830 RIVERPARK BLVD    | 2,293.34    | 133-0-180-165 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-315 | 2832 RIVERPARK BLVD    | 2,095.66    | 133-0-180-175 | NOT AVAILABLE     | 2,832.06    |
| 132-0-190-325 | 2834 RIVER PARK BLVD   | 620.70      | 133-0-180-185 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-335 | 392 DANVERS RIVER ST   | 620.70      | 133-0-180-195 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-345 | 382 DANVERS RIVER ST   | 2,095.66    | 133-0-180-205 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-355 | 372 DANVERS RIVER ST   | 620.70      | 133-0-180-215 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-365 | 362 DANVERS RIVER ST   | 620.70      | 133-0-180-225 | NOT AVAILABLE     | 2,832.06    |
| 132-0-190-375 | 322 DANVERS RIVER ST   | 620.70      | 133-0-180-235 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-385 | 332 DANVERS RIVER ST   | 620.70      | 133-0-180-245 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-395 | 342 DANVERS RIVER ST   | 620.70      | 133-0-180-255 | NOT AVAILABLE     | 3,554.36    |
| 132-0-190-405 | 352 DANVERS RIVER ST   | 620.70      | 133-0-180-265 | NOT AVAILABLE     | 2,832.06    |
| 132-0-200-015 | 2716 RIVERPARK BLVD    | 2,293.34    | 133-0-180-275 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-025 | 2714 RIVERPARK BLVD    | 2,095.66    | 133-0-180-285 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-035 | 2712 RIVERPARK BLVD    | 2,095.66    | 133-0-180-295 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-045 | 2710 RIVERPARK BLVD    | 2,095.66    | 133-0-180-305 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-055 | 2720 RIVERPARK BLVD    | 2,293.34    | 133-0-180-315 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-065 | 2722 RIVERPARK BLVD    | 2,095.66    | 133-0-180-325 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-075 | 2724 RIVERPARK BLVD    | 2,095.66    | 133-0-180-335 | NOT AVAILABLE     | 2,832.06    |
| 132-0-200-085 | 2726 RIVERPARK BLVD    | 2,095.66    | 133-0-180-345 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-095 | 2734 RIVERPARK BLVD    | 620.70      | 133-0-180-355 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-105 | 2732 RIVERPARK BLVD    | 620.70      | 133-0-180-365 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-115 | 2730 RIVERPARK BLVD    | 620.70      | 133-0-180-375 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-125 | 390 COLORADO RIVER PL  | 620.70      | 133-0-180-385 | NOT AVAILABLE     | 2,832.06    |
| 132-0-200-135 | 380 COLORADO RIVER PL  | 620.70      | 133-0-180-395 | NOT AVAILABLE     | 3,554.36    |
| 132-0-200-145 | 370 COLORADO RIVER PL  | 620.70      | 133-0-180-405 | 696 NILE RIVER DR | 2,832.06    |
| 132-0-200-155 | 360 COLORADO RIVER PL  | 620.70      | 133-0-180-415 | 694 NILE RIVER DR | 2,832.06    |
| 132-0-200-165 | 320 COLORADO RIVER PL  | 2,095.66    | 133-0-180-425 | 692 NILE RIVER DR | 2,832.06    |
| 132-0-200-175 | 330 COLORADO RIVER PL  | 620.70      | 133-0-180-435 | 690 NILE RIVER DR | 2,832.06    |
| 132-0-200-185 | 340 COLORADO RIVER PL  | 620.70      | 133-0-180-445 | 688 NILE RIVER DR | 2,499.12    |
| 132-0-200-195 | 350 COLORADO RIVER PL  | 620.70      | 133-0-180-455 | 686 NILE RIVER DR | 2,499.12    |
| 132-0-200-205 | 2735 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-465 | 684 NILE RIVER DR | 2,832.06    |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address           | Levy Amount | Parcel No.    | Site Address           | Levy Amount |
|---------------|------------------------|-------------|---------------|------------------------|-------------|
| 132-0-200-215 | 2733 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-475 | 682 NILE RIVER DR      | 2,832.06    |
| 132-0-200-225 | 2731 SMOKY MOUNTAIN DR | 620.70      | 133-0-180-485 | 680 NILE RIVER DR      | 2,832.06    |
| 132-0-200-235 | 2721 SMOKY MOUNTAIN DR | 2,293.34    | 133-0-180-495 | 678 NILE RIVER DR      | 2,832.06    |
| 132-0-200-245 | 2723 SMOKY MOUNTAIN DR | 2,095.66    | 133-0-180-505 | 676 NILE RIVER DR      | 2,499.12    |
| 132-0-200-255 | 2725 SMOKY MOUNTAIN DR | 2,095.66    | 133-0-180-515 | 674 NILE RIVER DR      | 2,499.12    |
| 132-0-200-265 | 2727 SMOKY MOUNTAIN DR | 2,095.66    | 133-0-180-525 | 672 NILE RIVER DR      | 2,832.06    |
| 132-0-200-275 | 2717 SMOKY MOUNTAIN DR | 2,293.34    | 133-0-180-535 | 670 NILE RIVER DR      | 2,832.06    |
| 132-0-200-285 | 2715 SMOKY MOUNTAIN DR | 2,095.66    | 133-0-180-555 | 3309 N VENTURA RD      | 1,704.90    |
| 132-0-200-295 | 2713 SMOKY MOUNTAIN DR | 2,095.66    | 133-0-180-565 | 3311 N VENTURA RD      | 2,095.66    |
| 132-0-200-305 | 2711 SMOKY MOUNTAIN DR | 2,095.66    | 133-0-180-575 | 3313 N VENTURA RD      | 2,095.66    |
| 132-0-200-455 | 2701 SMOKY MOUNTAIN DR | 1,704.90    | 133-0-180-585 | 3315 N VENTURA RD      | 1,704.90    |
| 132-0-200-465 | 2703 SMOKY MOUNTAIN DR | 1,704.90    | 133-0-180-595 | 3317 N VENTURA RD      | 2,095.66    |
| 132-0-200-475 | 2705 SMOKY MOUNTAIN DR | 1,704.90    | 133-0-180-605 | 3319 N VENTURA RD      | 1,704.90    |
| 132-0-200-485 | 2700 RIVERPARK BLVD    | 2,095.66    | 133-0-180-615 | 3321 N VENTURA RD      | 1,704.90    |
| 132-0-200-495 | 2702 RIVERPARK BLVD    | 2,095.66    | 133-0-180-625 | 3323 VENTURA BLVD      | 2,095.66    |
| 132-0-200-505 | 2704 RIVERPARK BLVD    | 2,293.34    | 133-0-180-635 | 3325 N VENTURA RD      | 1,704.90    |
| 132-0-200-515 | 341 AMERICAN RIVER CT  | 2,095.66    | 133-0-180-645 | 3327 N VENTURA RD      | 1,704.90    |
| 132-0-200-525 | 343 AMERICAN RIVER CT  | 1,704.90    | 133-0-180-655 | 3329 N VENTURA RD      | 2,095.66    |
| 132-0-200-535 | 345 AMERICAN RIVER CT  | 1,704.90    | 133-0-180-665 | 3331 N VENTURA RD      | 1,704.90    |
| 132-0-200-545 | 347 AMERICAN RIVER CT  | 1,704.90    | 133-0-180-675 | 3333 N VENTURA RD      | 1,704.90    |
| 132-0-200-555 | 357 AMERICAN RIVER CT  | 2,095.66    | 133-0-180-685 | 3335 N VENTURA RD      | 2,095.66    |
| 132-0-200-565 | 355 AMERICAN RIVER CT  | 2,095.66    | 133-0-180-695 | 3337 N VENTURA RD      | 2,095.66    |
| 132-0-200-575 | 353 AMERICAN RIVER CT  | 2,095.66    | 133-0-180-705 | 3339 N VENTURA RD      | 1,704.90    |
| 132-0-200-585 | 351 AMERICAN RIVER CT  | 2,293.34    | 133-0-180-715 | 3341 N VENTURA RD      | 2,095.66    |
| 132-0-210-345 | 300 BIG SUR RIVER PL   | 1,704.90    | 133-0-180-725 | 3343 N VENTURA RD      | 1,704.90    |
| 132-0-210-355 | 302 BIG SUR RIVER PL   | 1,704.90    | 133-0-180-735 | 3345 N VENTURA RD      | 2,095.66    |
| 132-0-210-365 | 304 BIG SUR RIVER PL   | 1,704.90    | 133-0-180-745 | 3347 N VENTURA RD      | 1,704.90    |
| 132-0-210-375 | 306 BIG SUR RIVER PL   | 1,704.90    | 133-0-180-755 | 3349 N VENTURA RD      | 2,095.66    |
| 132-0-210-385 | 308 BIG SUR RIVER PL   | 1,704.90    | 133-0-180-765 | 3361 OXNARD BLVD       | 1,704.90    |
| 132-0-210-395 | 310 BIG SUR RIVER PL   | 1,704.90    | 133-0-180-775 | 3363 OXNARD BLVD       | 2,095.66    |
| 132-0-210-405 | 301 AMERICAN RIVER CT  | 1,704.90    | 133-0-180-785 | 3365 OXNARD BLVD       | 2,095.66    |
| 132-0-210-415 | 303 AMERICAN RIVER CT  | 1,704.90    | 133-0-180-795 | 3367 OXNARD BLVD       | 1,704.90    |
| 132-0-210-425 | 305 AMERICAN RIVER CT  | 1,704.90    | 133-0-180-805 | 3369 OXNARD BLVD       | 2,095.66    |
| 132-0-210-435 | 307 AMERICAN RIVER CT  | 1,704.90    | 133-0-180-815 | 3371 OXNARD BLVD       | 1,704.90    |
| 132-0-210-445 | 309 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-015 | 3240 LONDON LN         | 2,293.34    |
| 132-0-210-455 | 311 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-025 | 3242 LONDON LN         | 2,293.34    |
| 132-0-210-465 | 312 BIG SUR RIVER PL   | 1,704.90    | 133-0-220-035 | 3244 LONDON LN         | 1,704.90    |
| 132-0-210-475 | 314 BIG SUR RIVER PL   | 1,704.90    | 133-0-220-045 | 3251 MOSS LANDING BLVD | 1,704.90    |
| 132-0-210-485 | 316 BIG SUR RIVER PL   | 1,704.90    | 133-0-220-055 | 3247 MOSS LANDING BLVD | 2,293.34    |
| 132-0-210-495 | 318 BIG SUR RIVER PL   | 2,095.66    | 133-0-220-065 | 3245 MOSS LANDING BLVD | 2,293.34    |
| 132-0-210-505 | 313 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-075 | 3243 MOSS LANDING BLVD | 2,293.34    |
| 132-0-210-515 | 315 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-085 | 3241 MOSS LANDING BLVD | 2,293.34    |
| 132-0-210-525 | 317 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-095 | 3239 MOSS LANDING BLVD | 1,704.90    |
| 132-0-210-535 | 319 AMERICAN RIVER CT  | 2,095.66    | 133-0-220-105 | 3230 N OXNARD BLVD     | 1,704.90    |
| 132-0-210-545 | 330 BIG SUR RIVER PL   | 1,704.90    | 133-0-220-115 | 3240 N OXNARD BLVD     | 2,293.34    |
| 132-0-210-555 | 328 BIG SUR RIVER PL   | 1,704.90    | 133-0-220-125 | 3250 N OXNARD BLVD     | 2,293.34    |
| 132-0-210-565 | 326 BIG SUR RIVER PL   | 1,704.90    | 133-0-220-135 | 3248 LONDON LN         | 2,293.34    |
| 132-0-210-575 | 324 BIG SUR RIVER PL   | 1,704.90    | 133-0-220-145 | 3250 LONDON LN         | 2,293.34    |
| 132-0-210-585 | 322 BIG SUR RIVER PL   | 1,704.90    | 133-0-220-155 | 3246 LONDON LN         | 1,704.90    |
| 132-0-210-595 | 320 BIG SUR RIVER PL   | 1,704.90    | 133-0-220-165 | 3253 MOSS LANDING BLVD | 1,704.90    |
| 132-0-210-605 | 331 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-175 | 3257 MOSS LANDING BLVD | 2,293.34    |
| 132-0-210-615 | 329 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-185 | 3255 MOSS LANDING BLVD | 2,293.34    |
| 132-0-210-625 | 327 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-195 | 3252 LONDON LN         | 2,293.34    |
| 132-0-210-635 | 325 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-205 | 3254 LONDON LN         | 2,293.34    |
| 132-0-210-645 | 323 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-215 | 3256 LONDON LN         | 1,704.90    |
| 132-0-210-655 | 321 AMERICAN RIVER CT  | 1,704.90    | 133-0-220-225 | 3259 MOSS LANDING BLVD | 1,704.90    |
| 132-0-230-195 | 500 FOREST PARK BLVD   | 69,192.48   | 133-0-220-235 | 3263 MOSS LANDING BLVD | 2,293.34    |
| 132-0-230-205 | 500 FOREST PARK BLVD   | 69,192.48   | 133-0-220-245 | 3261 MOSS LANDING BLVD | 2,293.34    |
| 132-0-230-225 | 470 FOREST PARK BLVD   | 145,180.64  | 133-0-220-255 | 3258 LONDON LN         | 2,293.34    |
| 132-0-230-235 | NOT AVAILABLE          | 32,742.86   | 133-0-220-265 | 3260 LONDON LN         | 2,293.34    |
| 132-0-251-015 | 648 FLATHEAD RIVER ST  | 2,095.66    | 133-0-220-275 | 3262 LONDON LN         | 1,704.90    |
| 132-0-251-025 | 646 FLATHEAD RIVER ST  | 2,095.66    | 133-0-220-285 | 3265 MOSS LANDING BLVD | 1,704.90    |
| 132-0-251-035 | 644 FLATHEAD RIVER ST  | 2,095.66    | 133-0-220-295 | 3269 MOSS LANDING BLVD | 2,293.34    |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address            | Levy Amount | Parcel No.    | Site Address           | Levy Amount |
|---------------|-------------------------|-------------|---------------|------------------------|-------------|
| 132-0-251-045 | 642 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-305 | 3267 MOSS LANDING BLVD | 2,293.34    |
| 132-0-251-055 | 640 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-315 | 3264 LONDON LN         | 2,293.34    |
| 132-0-251-065 | 638 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-325 | 3266 LONDON LN         | 2,293.34    |
| 132-0-251-075 | 636 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-335 | 3268 LONDON LN         | 1,704.90    |
| 132-0-251-085 | 634 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-345 | 3275 MOSS LANDING BLVD | 1,704.90    |
| 132-0-251-095 | 632 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-355 | 3273 MOSS LANDING BLVD | 2,293.34    |
| 132-0-251-105 | 630 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-365 | 3271 MOSS LANDING BLVD | 2,293.34    |
| 132-0-251-115 | 628 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-375 | 3253 LONDON LN         | 2,095.66    |
| 132-0-251-125 | 626 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-385 | 3251 LONDON LN         | 2,691.78    |
| 132-0-251-135 | 624 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-395 | 3249 LONDON LN         | 2,293.34    |
| 132-0-251-145 | 622 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-405 | 3245 LONDON LN         | 2,293.34    |
| 132-0-251-155 | 620 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-415 | 3247 LONDON LN         | 2,691.78    |
| 132-0-251-165 | 614 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-425 | 3243 LONDON LN         | 2,095.66    |
| 132-0-251-175 | 612 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-435 | 3260 N OXNARD BLVD     | 2,293.34    |
| 132-0-251-185 | 610 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-445 | 3270 N OXNARD BLVD     | 2,691.78    |
| 132-0-251-195 | 608 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-455 | 3280 N OXNARD BLVD     | 2,095.66    |
| 132-0-251-205 | 606 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-465 | 3241 LONDON LN         | 2,095.66    |
| 132-0-251-215 | 604 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-475 | 3239 LONDON LN         | 2,691.78    |
| 132-0-251-225 | 602 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-485 | 3237 LONDON LN         | 2,293.34    |
| 132-0-251-235 | 600 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-495 | 3235 LONDON LN         | 2,095.66    |
| 132-0-251-245 | 514 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-505 | 3233 LONDON LN         | 2,691.78    |
| 132-0-251-255 | 512 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-515 | 3231 LONDON LN         | 2,293.34    |
| 132-0-251-265 | 510 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-525 | 3161 LODON LN          | 2,293.34    |
| 132-0-251-275 | 508 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-535 | 3159 LONDON LN         | 2,691.78    |
| 132-0-251-285 | 506 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-545 | 3157 LONDON LN         | 2,095.66    |
| 132-0-251-295 | 504 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-555 | 3155 LONDON LN         | 2,293.34    |
| 132-0-251-305 | 502 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-565 | 3153 LONDON LN         | 2,691.78    |
| 132-0-251-315 | 500 FLATHEAD RIVER ST   | 2,095.66    | 133-0-220-575 | 3151 LONDON LN         | 2,095.66    |
| 132-0-251-325 | 3007 MOONLIGHT PARK AVE | 2,889.46    | 133-0-220-595 | 3166 N OXNARD BLVD     | 2,293.34    |
| 132-0-251-335 | 3005 MOONLIGHT PARK AVE | 2,889.46    | 133-0-220-605 | 3168 N OXNARD BLVD     | 2,691.78    |
| 132-0-251-345 | 3003 MOONLIGHT PARK AVE | 2,889.46    | 133-0-220-615 | 3170 N OXNARD BLVD     | 2,095.66    |
| 132-0-251-355 | 3001 MOONLIGHT PARK AVE | 2,889.46    | 133-0-220-625 | 3160 N OXNARD BLVD     | 2,095.66    |
| 132-0-251-365 | 639 FOREST PARK BLVD    | 2,691.78    | 133-0-220-635 | 3162 N OXNARD BLVD     | 2,691.78    |
| 132-0-251-375 | 637 FOREST PARK BLVD    | 2,293.34    | 133-0-220-645 | 3164 N OXNARD BLVD     | 2,293.34    |
| 132-0-251-385 | 635 FOREST PARK BLVD    | 2,293.34    | 133-0-230-015 | 601 GARONNE ST         | 2,095.66    |
| 132-0-251-395 | 633 FOREST PARK BLVD    | 2,691.78    | 133-0-230-025 | 611 GARONNE ST         | 2,293.34    |
| 132-0-251-405 | 631 FOREST PARK BLVD    | 2,293.34    | 133-0-230-035 | 621 GARONNE ST         | 2,293.34    |
| 132-0-251-415 | 629 FOREST PARK BLVD    | 2,293.34    | 133-0-230-045 | 631 GARONNE ST         | 2,293.34    |
| 132-0-251-425 | 627 FOREST PARK BLVD    | 2,691.78    | 133-0-230-055 | 641 GARONNE ST         | 2,293.34    |
| 132-0-251-435 | 625 FOREST PARK BLVD    | 2,691.78    | 133-0-230-065 | 651 GARONNE ST         | 2,293.34    |
| 132-0-251-445 | 623 FOREST PARK BLVD    | 2,293.34    | 133-0-230-075 | 661 GARONNE ST         | 2,095.66    |
| 132-0-251-455 | 621 FOREST PARK BLVD    | 2,691.78    | 133-0-230-085 | 3100 N OXNARD BLVD     | 2,889.46    |
| 132-0-251-465 | 519 FOREST PARK BLVD    | 2,691.78    | 133-0-230-095 | 3102 N OXNARD BLVD     | 2,691.78    |
| 132-0-251-475 | 517 FOREST PARK BLVD    | 2,293.34    | 133-0-230-105 | 3104 N OXNARD BLVD     | 2,691.78    |
| 132-0-251-485 | 515 FOREST PARK BLVD    | 2,691.78    | 133-0-230-115 | 3106 N OXNARD BLVD     | 2,691.78    |
| 132-0-251-495 | 513 FOREST PARK BLVD    | 2,691.78    | 133-0-230-125 | 3108 N OXNARD BLVD     | 2,691.78    |
| 132-0-251-505 | 511 FOREST PARK BLVD    | 2,293.34    | 133-0-230-135 | 3110 N OXNARD BLVD     | 2,889.46    |
| 132-0-251-515 | 509 FOREST PARK BLVD    | 2,293.34    | 133-0-230-145 | 3112 N OXNARD BLVD     | 2,889.46    |
| 132-0-251-525 | 507 FOREST PARK BLVD    | 2,691.78    | 133-0-230-155 | 3114 N OXNARD BLVD     | 2,691.78    |
| 132-0-251-535 | 505 FOREST PARK BLVD    | 2,691.78    | 133-0-230-165 | 3116 N OXNARD BLVD     | 2,691.78    |
| 132-0-251-545 | 503 FOREST PARK BLVD    | 2,293.34    | 133-0-230-175 | 3118 N OXNARD BLVD     | 2,889.46    |
| 132-0-251-555 | 501 FOREST PARK BLVD    | 2,691.78    | 133-0-230-185 | 3135 LONDON LN         | 2,095.66    |
| 132-0-251-565 | 617 FOREST PARK BLVD    | 2,691.78    | 133-0-230-195 | 3133 LONDON LN         | 2,293.34    |
| 132-0-251-575 | 615 FOREST PARK BLVD    | 2,293.34    | 133-0-230-205 | 3131 LONDON LN         | 2,293.34    |
| 132-0-251-585 | 613 FOREST PARK BLVD    | 2,691.78    | 133-0-230-215 | 3125 LONDON LN         | 2,293.34    |
| 132-0-251-595 | 611 FOREST PARK BLVD    | 2,691.78    | 133-0-230-225 | 3123 LONDON LN         | 2,293.34    |
| 132-0-251-605 | 609 FOREST PARK BLVD    | 2,293.34    | 133-0-230-235 | 3121 LONDON LN         | 2,095.66    |
| 132-0-251-615 | 607 FOREST PARK BLVD    | 2,293.34    | 133-0-230-245 | 3115 LONDON LN         | 2,095.66    |
| 132-0-251-625 | 605 FOREST PARK BLVD    | 2,691.78    | 133-0-230-255 | 3113 LONDON LN         | 2,293.34    |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address           | Levy Amount | Parcel No.    | Site Address        | Levy Amount |
|---------------|------------------------|-------------|---------------|---------------------|-------------|
| 132-0-251-635 | 603 FOREST PARK BLVD   | 2,691.78    | 133-0-230-265 | 3111 LONDON LN      | 2,293.34    |
| 132-0-251-645 | 601 FOREST PARK BLVD   | 2,691.78    | 133-0-230-275 | 3109 LONDON LN      | 2,293.34    |
| 132-0-251-655 | 3008 N OXNARD BLVD     | 2,691.78    | 133-0-230-285 | 3107 LONDON LN      | 2,293.34    |
| 132-0-251-665 | 3010 N OXNARD BLVD     | 2,691.78    | 133-0-230-295 | 3105 LONDON LN      | 2,293.34    |
| 132-0-251-675 | 3012 N OXNARD BLVD     | 2,691.78    | 133-0-230-305 | 3103 LONDON LN      | 2,293.34    |
| 132-0-251-685 | 3014 N OXNARD BLVD     | 2,691.78    | 133-0-230-315 | 3101 LONDON LN      | 2,095.66    |
| 132-0-252-015 | 614 GREEN RIVER ST     | 2,095.66    | 133-0-230-325 | 3051 LONDON LN      | 2,095.66    |
| 132-0-252-025 | 612 GREEN RIVER ST     | 2,095.66    | 133-0-230-335 | 3049 LONDON LN      | 2,293.34    |
| 132-0-252-035 | 610 GREEN RIVER ST     | 2,095.66    | 133-0-230-345 | 3047 LONDON LN      | 2,293.34    |
| 132-0-252-045 | 608 GREEN RIVER ST     | 2,095.66    | 133-0-230-355 | 3045 LONDON LN      | 2,293.34    |
| 132-0-252-055 | 606 GREEN RIVER ST     | 2,095.66    | 133-0-230-365 | 3039 LONDON LN      | 2,293.34    |
| 132-0-252-065 | 604 GREEN RIVER ST     | 2,095.66    | 133-0-230-375 | 3037 LONDON LN      | 2,095.66    |
| 132-0-252-075 | 602 GREEN RIVER ST     | 2,095.66    | 133-0-230-385 | 3122 N OXNARD BLVD  | 2,889.46    |
| 132-0-252-085 | 3025 MOSS LANDING BLVD | 2,095.66    | 133-0-230-395 | 3124 N OXNARD BLVD  | 2,691.78    |
| 132-0-252-095 | 3023 MOSS LANDING BLVD | 2,095.66    | 133-0-230-405 | 3126 N OXNARD BLVD  | 2,691.78    |
| 132-0-252-105 | 3021 MOSS LANDING BLVD | 2,095.66    | 133-0-230-415 | 3128 N OXNARD BLVD  | 2,691.78    |
| 132-0-252-115 | 3019 MOSS LANDING BLVD | 2,095.66    | 133-0-230-425 | 3130 N OXNARD BLVD  | 2,691.78    |
| 132-0-252-125 | 3017 MOSS LANDING BLVD | 2,095.66    | 133-0-230-435 | 3132 N OXNARD BLVD  | 2,889.46    |
| 132-0-252-135 | 3015 MOSS LANDING BLVD | 2,095.66    | 133-0-241-015 | 661 SEINE RIVER WAY | 2,832.06    |
| 132-0-252-145 | 3013 MOSS LANDING BLVD | 2,095.66    | 133-0-241-025 | 665 SEINE RIVER WAY | 2,499.12    |
| 132-0-252-155 | 3011 MOSS LANDING BLVD | 2,095.66    | 133-0-241-035 | 669 SEINE RIVER WAY | 2,832.06    |
| 132-0-252-165 | 603 FLATHEAD RIVER ST  | 2,095.66    | 133-0-241-045 | 671 SEINE RIVER WAY | 2,832.06    |
| 132-0-252-175 | 605 FLATHEAD RIVER ST  | 2,095.66    | 133-0-241-055 | 675 SEINE RIVER WAY | 2,499.12    |
| 132-0-252-185 | 607 FLATHEAD RIVER ST  | 2,095.66    | 133-0-241-065 | 679 SEINE RIVER WAY | 2,832.06    |
| 132-0-252-195 | 609 FLATHEAD RIVER ST  | 2,095.66    | 133-0-241-075 | 681 SEINE RIVER WAY | 2,499.12    |
| 132-0-252-205 | 611 FLATHEAD RIVER ST  | 2,095.66    | 133-0-241-085 | 683 SEINE RIVER WAY | 2,832.06    |
| 132-0-252-215 | 613 FLATHEAD RIVER ST  | 2,095.66    | 133-0-241-095 | 685 SEINE RIVER WAY | 2,832.06    |
| 132-0-252-225 | 615 FLATHEAD RIVER ST  | 2,095.66    | 133-0-241-105 | 3560 ALBION DR      | 2,832.06    |
| 132-0-252-235 | 646 GREEN RIVER ST     | 2,095.66    | 133-0-241-115 | 3564 ALBION DR      | 2,499.12    |
| 132-0-252-245 | 644 GREEN RIVER ST     | 2,095.66    | 133-0-241-125 | 3574 ALBION DR      | 2,832.06    |
| 132-0-252-255 | 642 GREEN RIVER ST     | 2,095.66    | 133-0-241-135 | 3584 ALBION DR      | 2,499.12    |
| 132-0-252-265 | 640 GREEN RIVER ST     | 2,095.66    | 133-0-241-145 | 3594 ALBION DR      | 2,832.06    |
| 132-0-252-275 | 638 GREEN RIVER ST     | 2,095.66    | 133-0-241-155 | 678 TIBER RIVER WAY | 2,499.12    |
| 132-0-252-285 | 636 GREEN RIVER ST     | 2,095.66    | 133-0-241-165 | 676 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-295 | 634 GREEN RIVER ST     | 2,095.66    | 133-0-241-175 | 674 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-305 | 630 GREEN RIVER ST     | 2,095.66    | 133-0-241-185 | 672 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-315 | 628 GREEN RIVER ST     | 2,095.66    | 133-0-241-195 | 670 TIBER RIVER WAY | 2,499.12    |
| 132-0-252-325 | 624 GREEN RIVER ST     | 2,095.66    | 133-0-241-205 | 668 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-335 | 622 GREEN RIVER ST     | 2,095.66    | 133-0-241-215 | 664 TIBER RIVER WAY | 2,499.12    |
| 132-0-252-345 | 620 GREEN RIVER ST     | 2,095.66    | 133-0-241-225 | 662 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-355 | 625 FLATHEAD RIVER ST  | 2,095.66    | 133-0-242-015 | 647 SEINE RIVER WAY | 2,499.12    |
| 132-0-252-365 | 627 FLATHEAD RIVER ST  | 2,095.66    | 133-0-242-025 | 657 SEINE RIVER WAY | 2,832.06    |
| 132-0-252-375 | 629 FLATHEAD RIVER ST  | 2,095.66    | 133-0-242-035 | 658 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-385 | 631 FLATHEAD RIVER ST  | 2,095.66    | 133-0-242-045 | 648 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-395 | 633 FLATHEAD RIVER ST  | 2,095.66    | 133-0-242-055 | 638 TIBER RIVER WAY | 2,499.12    |
| 132-0-252-405 | 637 FLATHEAD RIVER ST  | 2,095.66    | 133-0-243-015 | 663 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-415 | 639 FLATHEAD RIVER ST  | 2,095.66    | 133-0-243-025 | 665 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-425 | 641 FLATHEAD RIVER ST  | 2,095.66    | 133-0-243-035 | 667 TIBER RIVER WAY | 2,499.12    |
| 132-0-252-435 | 643 FLATHEAD RIVER ST  | 2,095.66    | 133-0-243-045 | 669 TIBER RIVER WAY | 2,832.06    |
| 132-0-252-445 | 645 FLATHEAD RIVER ST  | 2,095.66    | 133-0-243-055 | 671 TIBER RIVER WAY | 2,499.12    |
| 132-0-252-455 | 647 FLATHEAD RIVER ST  | 2,095.66    | 133-0-243-065 | 673 TIBER RIVER WAY | 2,499.12    |
| 132-0-252-465 | 649 FLATHEAD RIVER ST  | 2,095.66    | 133-0-243-085 | 675 TIBER RIVER WAY | 2,499.12    |
| 132-0-252-475 | 3020 N OXNARD BLVD     | 2,691.78    | 133-0-243-095 | 677 TIBER RIVER WAY | 2,499.12    |
| 132-0-252-485 | 3022 N OXNARD BLVD     | 2,293.34    | 133-0-243-105 | 678 WHALEN WAY      | 3,554.36    |
| 132-0-252-495 | 3024 N OXNARD BLVD     | 2,293.34    | 133-0-243-115 | 676 WHALEN WAY      | 3,080.86    |
| 132-0-252-505 | 3026 N OXNARD BLVD     | 2,691.78    | 133-0-243-125 | 674 WHALEN WAY      | 2,832.06    |
| 132-0-252-515 | 3028 N OXNARD BLVD     | 2,691.78    | 133-0-243-135 | 672 WHALEN WAY      | 3,554.36    |
| 132-0-252-525 | 3030 N OXNARD BLVD     | 2,293.34    | 133-0-243-145 | 670 WHALEN WAY      | 3,080.86    |
| 132-0-252-535 | 3032 N OXNARD BLVD     | 2,691.78    | 133-0-243-155 | 668 WHALEN WAY      | 3,554.36    |



## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address            | Levy Amount | Parcel No.    | Site Address        | Levy Amount |
|---------------|-------------------------|-------------|---------------|---------------------|-------------|
| 132-0-260-015 | 416 GREEN RIVER ST      | 2,095.66    | 133-0-243-165 | 664 WHALEN WAY      | 2,832.06    |
| 132-0-260-025 | 414 GREEN RIVER ST      | 2,095.66    | 133-0-244-015 | 619 TIBER RIVER WAY | 2,832.06    |
| 132-0-260-035 | 412 GREEN RIVER ST      | 2,095.66    | 133-0-244-025 | 629 TIBER RIVER WAY | 3,080.86    |
| 132-0-260-045 | 410 GREEN RIVER ST      | 2,095.66    | 133-0-244-035 | 639 TIBER RIVER WAY | 3,554.36    |
| 132-0-260-055 | 408 GREEN RIVER ST      | 2,095.66    | 133-0-244-045 | 649 TIBER RIVER WAY | 2,832.06    |
| 132-0-260-065 | 407 FLATHEAD RIVER ST   | 2,095.66    | 133-0-244-055 | 650 WHALEN WAY      | 3,554.36    |
| 132-0-260-075 | 417 FLATHEAD RIVER ST   | 2,095.66    | 133-0-244-065 | 640 WHALEN WAY      | 3,080.86    |
| 132-0-260-085 | 427 FLATHEAD RIVER ST   | 2,095.66    | 133-0-244-075 | 630 WHALEN WAY      | 2,832.06    |
| 132-0-260-095 | 437 FLATHEAD RIVER ST   | 2,095.66    | 133-0-244-085 | 620 WHALEN WAY      | 3,080.86    |
| 132-0-260-105 | 447 FLATHEAD RIVER ST   | 2,095.66    | 133-0-245-015 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-115 | 457 FLATHEAD RIVER ST   | 2,095.66    | 133-0-245-025 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-125 | 3010 MOONLIGHT PARK AVE | 2,095.66    | 133-0-245-035 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-135 | 3012 MOONLIGHT PARK AVE | 2,095.66    | 133-0-245-045 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-145 | 3014 MOONLIGHT PARK AVE | 2,095.66    | 133-0-245-055 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-155 | 3016 MOONLIGHT PARK AVE | 2,095.66    | 133-0-245-065 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-165 | 3018 MOONLIGHT PARK AVE | 2,095.66    | 133-0-245-075 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-175 | 3020 MOONLIGHT PARK AVE | 2,095.66    | 133-0-245-085 | 667 WHALEN WAY      | 3,080.86    |
| 132-0-260-185 | 3022 MOONLIGHT PARK AVE | 2,095.66    | 133-0-245-095 | 669 WHALEN WAY      | 2,832.06    |
| 132-0-260-195 | 406 GARONNE ST          | 2,889.46    | 133-0-245-105 | 671 WHALEN WAY      | 3,080.86    |
| 132-0-260-205 | 404 GARONNE ST          | 2,889.46    | 133-0-245-115 | 673 WHALEN WAY      | 2,832.06    |
| 132-0-260-215 | 402 GARONNE ST          | 2,889.46    | 133-0-245-125 | 675 WHALEN WAY      | 3,554.36    |
| 132-0-260-225 | 400 GARONNE ST          | 2,889.46    | 133-0-245-135 | 677 WHALEN WAY      | 3,080.86    |
| 132-0-260-235 | 401 FOREST PARK BLVD    | 2,889.46    | 133-0-245-145 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-245 | 403 FOREST PARK BLVD    | 2,889.46    | 133-0-245-155 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-255 | 405 FOREST PARK BLVD    | 2,889.46    | 133-0-245-165 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-265 | 407 FOREST PARK BLVD    | 2,889.46    | 133-0-245-175 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-275 | 409 FOREST PARK BLVD    | 2,889.46    | 133-0-245-185 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-285 | 411 FOREST PARK BLVD    | 2,889.46    | 133-0-245-195 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-295 | 413 FOREST PARK BLVD    | 2,889.46    | 133-0-245-215 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-305 | 415 FOREST PARK BLVD    | 2,889.46    | 133-0-245-225 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-315 | 417 FOREST PARK BLVD    | 2,889.46    | 133-0-245-235 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-355 | 421 FOREST PARK BLVD    | 2,889.46    | 133-0-245-245 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-365 | 423 FOREST PARK BLVD    | 2,889.46    | 133-0-245-255 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-375 | 425 FOREST PARK BLVD    | 2,889.46    | 133-0-245-265 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-385 | 427 FOREST PARK BLVD    | 2,889.46    | 133-0-246-035 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-395 | 3006 MOONLIGHT PARK AVE | 2,889.46    | 133-0-246-045 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-405 | 3004 MOONLIGHT PARK AVE | 2,889.46    | 133-0-246-055 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-415 | 3002 MOONLIGHT PARK AVE | 2,889.46    | 133-0-246-065 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-425 | 3000 MOONLIGHT PARK AVE | 2,889.46    | 133-0-246-075 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-435 | 431 FOREST PARK BLVD    | 2,889.46    | 133-0-246-085 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-445 | 433 FOREST PARK BLVD    | 2,889.46    | 133-0-246-095 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-455 | 435 FOREST PARK BLVD    | 2,889.46    | 133-0-246-105 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-465 | 437 FOREST PARK BLVD    | 2,889.46    | 133-0-246-115 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-475 | 439 FOREST PARK BLVD    | 2,889.46    | 133-0-246-125 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-485 | 441 FOREST PARK BLVD    | 2,889.46    | 133-0-246-135 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-495 | 443 FOREST PARK BLVD    | 2,889.46    | 133-0-246-145 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-505 | NOT AVAILABLE           | 0.00        | 133-0-251-015 | NOT AVAILABLE       | 3,080.86    |
| 132-0-260-515 | NOT AVAILABLE           | 6,819.64    | 133-0-251-025 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-525 | NOT AVAILABLE           | 8,524.54    | 133-0-251-035 | NOT AVAILABLE       | 3,554.36    |
| 132-0-260-535 | NOT AVAILABLE           | 0.00        | 133-0-251-045 | NOT AVAILABLE       | 2,832.06    |
| 132-0-260-545 | NOT AVAILABLE           | 1,704.90    | 133-0-251-055 | NOT AVAILABLE       | 3,080.86    |
| 132-0-271-015 | NOT AVAILABLE           | 1,704.90    | 133-0-251-065 | NOT AVAILABLE       | 3,554.36    |
| 132-0-271-025 | NOT AVAILABLE           | 1,704.90    | 133-0-251-075 | 3500 N OXNARD BLVD  | 2,832.06    |
| 132-0-271-035 | NOT AVAILABLE           | 1,704.90    | 133-0-251-085 | 3512 N OXNARD BLVD  | 2,832.06    |
| 132-0-271-045 | NOT AVAILABLE           | 1,704.90    | 133-0-251-095 | 3522 N OXNARD BLVD  | 2,832.06    |
| 132-0-271-055 | NOT AVAILABLE           | 1,704.90    | 133-0-251-105 | 3532 N OXNARD BLVD  | 2,499.12    |
| 132-0-271-065 | NOT AVAILABLE           | 1,704.90    | 133-0-251-115 | 3542 N OXNARD BLVD  | 2,832.06    |
| 132-0-271-075 | NOT AVAILABLE           | 1,704.90    | 133-0-251-125 | NOT AVAILABLE       | 3,554.36    |
| 132-0-271-085 | NOT AVAILABLE           | 1,704.90    | 133-0-251-135 | NOT AVAILABLE       | 3,080.86    |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address          | Levy Amount | Parcel No.    | Site Address         | Levy Amount |
|---------------|-----------------------|-------------|---------------|----------------------|-------------|
| 132-0-271-095 | NOT AVAILABLE         | 1,704.90    | 133-0-251-145 | NOT AVAILABLE        | 3,554.36    |
| 132-0-271-105 | NOT AVAILABLE         | 1,704.90    | 133-0-251-155 | NOT AVAILABLE        | 2,832.06    |
| 132-0-271-115 | NOT AVAILABLE         | 1,704.90    | 133-0-251-165 | NOT AVAILABLE        | 3,554.36    |
| 132-0-271-125 | NOT AVAILABLE         | 1,704.90    | 133-0-251-175 | NOT AVAILABLE        | 3,080.86    |
| 132-0-271-135 | NOT AVAILABLE         | 1,704.90    | 133-0-251-185 | 3541 KINGS CANYON DR | 2,832.06    |
| 132-0-271-145 | NOT AVAILABLE         | 1,704.90    | 133-0-251-195 | 3531 KINGS CANYON DR | 2,832.06    |
| 132-0-271-155 | 714 FLATHEAD RIVER ST | 2,095.66    | 133-0-251-205 | 3521 KINGS CANYON DR | 2,832.06    |
| 132-0-271-165 | 712 FLATHEAD RIVER ST | 2,095.66    | 133-0-251-215 | 3511 KINGS CANYON DR | 2,499.12    |
| 132-0-271-175 | 710 FLATHEAD RIVER ST | 2,095.66    | 133-0-251-225 | 3501 KINGS CANYON DR | 2,832.06    |
| 132-0-271-185 | 708 FLATHEAD RIVER ST | 2,095.66    | 133-0-252-015 | 507 SEINE RIVER WAY  | 2,832.06    |
| 132-0-271-195 | 706 FLATHEAD RIVER ST | 2,095.66    | 133-0-252-025 | 517 SEINE RIVER WAY  | 2,499.12    |
| 132-0-271-205 | 704 FLATHEAD RIVER ST | 2,095.66    | 133-0-252-035 | 527 SEINE RIVER WAY  | 2,832.06    |
| 132-0-271-215 | 702 FLATHEAD RIVER ST | 2,095.66    | 133-0-252-045 | 537 SEINE RIVER WAY  | 2,832.06    |
| 132-0-271-225 | NOT AVAILABLE         | 1,704.90    | 133-0-252-055 | 547 SEINE RIVER WAY  | 2,499.12    |
| 132-0-271-235 | NOT AVAILABLE         | 1,704.90    | 133-0-252-065 | 557 SEINE RIVER WAY  | 2,832.06    |
| 132-0-271-245 | NOT AVAILABLE         | 1,704.90    | 133-0-252-075 | 567 SEINE RIVER WAY  | 2,832.06    |
| 132-0-271-255 | NOT AVAILABLE         | 1,704.90    | 133-0-252-085 | 577 SEINE RIVER WAY  | 2,832.06    |
| 132-0-271-265 | NOT AVAILABLE         | 1,704.90    | 133-0-252-095 | 607 SEINE RIVER WAY  | 2,499.12    |
| 132-0-271-275 | NOT AVAILABLE         | 1,704.90    | 133-0-252-105 | 617 SEINE RIVER WAY  | 2,832.06    |
| 132-0-271-285 | 3013 N OXNARD BLVD    | 2,691.78    | 133-0-252-115 | 627 SEINE RIVER WAY  | 2,499.12    |
| 132-0-271-295 | 3011 N OXNARD BLVD    | 2,691.78    | 133-0-252-125 | 637 SEINE RIVER WAY  | 2,832.06    |
| 132-0-271-305 | 3009 N OXNARD BLVD    | 2,691.78    | 133-0-252-135 | 628 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-315 | 3007 N OXNARD BLVD    | 2,691.78    | 133-0-252-145 | 618 TIBER RIVER WAY  | 2,499.12    |
| 132-0-271-325 | 701 FOREST PARK BLVD  | 2,691.78    | 133-0-252-155 | 608 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-335 | 703 FOREST PARK BLVD  | 2,293.34    | 133-0-252-165 | 600 TIBER RIVER WAY  | 2,499.12    |
| 132-0-271-345 | 705 FOREST PARK BLVD  | 2,691.78    | 133-0-252-175 | 568 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-355 | 707 FOREST PARK BLVD  | 2,691.78    | 133-0-252-185 | 558 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-365 | 709 FOREST PARK BLVD  | 2,293.34    | 133-0-252-195 | 548 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-375 | 711 FOREST PARK BLVD  | 2,293.34    | 133-0-252-205 | 538 TIBER RIVER WAY  | 2,499.12    |
| 132-0-271-385 | 713 FOREST PARK BLVD  | 2,691.78    | 133-0-252-215 | 528 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-395 | 717 FOREST PARK BLVD  | 2,691.78    | 133-0-252-225 | 518 TIBER RIVER WAY  | 2,499.12    |
| 132-0-271-405 | 719 FOREST PARK BLVD  | 2,293.34    | 133-0-252-235 | 508 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-415 | 721 FOREST PARK BLVD  | 2,691.78    | 133-0-252-245 | 3591 KINGS CANYON DR | 2,832.06    |
| 132-0-271-425 | 723 FOREST PARK BLVD  | 2,691.78    | 133-0-252-255 | 3581 KINGS CANYON DR | 2,499.12    |
| 132-0-271-435 | 725 FOREST PARK BLVD  | 2,293.34    | 133-0-252-265 | 3571 KINGS CANYON DR | 2,832.06    |
| 132-0-271-445 | 727 FOREST PARK BLVD  | 2,293.34    | 133-0-252-275 | 3561 KINGS CANYON DR | 2,499.12    |
| 132-0-271-455 | 729 FOREST PARK BLVD  | 2,691.78    | 133-0-252-285 | 3551 KINGS CANYON DR | 2,832.06    |
| 132-0-271-465 | 731 FOREST PARK BLVD  | 2,691.78    | 133-0-253-015 | 509 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-475 | 733 FOREST PARK BLVD  | 2,293.34    | 133-0-253-025 | 519 TIBER RIVER WAY  | 3,080.86    |
| 132-0-271-485 | 735 FOREST PARK BLVD  | 2,691.78    | 133-0-253-035 | 529 TIBER RIVER WAY  | 3,554.36    |
| 132-0-271-495 | 749 FOREST PARK BLVD  | 2,691.78    | 133-0-253-045 | 539 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-505 | 751 FOREST PARK BLVD  | 2,691.78    | 133-0-253-055 | 549 TIBER RIVER WAY  | 3,554.36    |
| 132-0-271-515 | 753 FOREST PARK BLVD  | 2,691.78    | 133-0-253-065 | 559 TIBER RIVER WAY  | 3,080.86    |
| 132-0-271-525 | 755 FOREST PARK BLVD  | 2,293.34    | 133-0-253-075 | 601 TIBER RIVER WAY  | 2,832.06    |
| 132-0-271-535 | 757 FOREST PARK BLVD  | 2,293.34    | 133-0-253-085 | 609 TIBER RIVER WAY  | 3,554.36    |
| 132-0-271-545 | 759 FOREST PARK BLVD  | 2,691.78    | 133-0-253-095 | 610 WHALEN WAY       | 3,554.36    |
| 132-0-271-555 | 761 FOREST PARK BLVD  | 2,691.78    | 133-0-253-105 | 600 WHALEN WAY       | 2,832.06    |
| 132-0-271-565 | 763 FOREST PARK BLVD  | 2,293.34    | 133-0-253-115 | 550 WHALEN WAY       | 3,080.86    |
| 132-0-271-575 | 765 FOREST PARK BLVD  | 2,691.78    | 133-0-253-125 | 540 WHALEN WAY       | 2,832.06    |
| 132-0-271-585 | 3010 VENTURA RD       | 2,691.78    | 133-0-253-135 | 530 WHALEN WAY       | 3,554.36    |
| 132-0-271-595 | 3012 VENTURA RD       | 2,691.78    | 133-0-253-145 | 520 WHALEN WAY       | 2,832.06    |
| 132-0-271-605 | 3014 VENTURA RD       | 2,691.78    | 133-0-253-155 | 510 WHALEN WAY       | 3,080.86    |
| 132-0-271-615 | 3016 VENTURA RD       | 2,691.78    | 133-0-254-015 | NOT AVAILABLE        | 3,554.36    |
| 132-0-272-015 | NOT AVAILABLE         | 1,704.90    | 133-0-254-025 | NOT AVAILABLE        | 2,832.06    |
| 132-0-272-025 | NOT AVAILABLE         | 1,704.90    | 133-0-254-035 | NOT AVAILABLE        | 3,080.86    |
| 132-0-272-035 | NOT AVAILABLE         | 1,704.90    | 133-0-254-045 | NOT AVAILABLE        | 3,554.36    |
| 132-0-272-045 | NOT AVAILABLE         | 1,704.90    | 133-0-254-055 | NOT AVAILABLE        | 3,080.86    |
| 132-0-272-055 | NOT AVAILABLE         | 1,704.90    | 133-0-254-065 | NOT AVAILABLE        | 2,832.06    |
| 132-0-272-065 | NOT AVAILABLE         | 1,704.90    | 133-0-254-075 | NOT AVAILABLE        | 3,554.36    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 5**  
**(RIVERPARK)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address       | Levy Amount | Parcel No.    | Site Address         | Levy Amount |
|---------------|--------------------|-------------|---------------|----------------------|-------------|
| 132-0-272-075 | NOT AVAILABLE      | 1,704.90    | 133-0-254-085 | NOT AVAILABLE        | 3,080.86    |
| 132-0-272-085 | NOT AVAILABLE      | 1,704.90    | 133-0-254-095 | NOT AVAILABLE        | 3,554.36    |
| 132-0-272-095 | NOT AVAILABLE      | 1,704.90    | 133-0-254-105 | NOT AVAILABLE        | 2,832.06    |
| 132-0-272-105 | NOT AVAILABLE      | 1,704.90    | 133-0-254-115 | NOT AVAILABLE        | 3,080.86    |
| 132-0-272-115 | NOT AVAILABLE      | 1,704.90    | 133-0-254-125 | NOT AVAILABLE        | 3,554.36    |
| 132-0-272-125 | NOT AVAILABLE      | 1,704.90    | 133-0-254-135 | NOT AVAILABLE        | 2,832.06    |
| 132-0-272-135 | NOT AVAILABLE      | 1,704.90    | 133-0-255-015 | NOT AVAILABLE        | 3,554.36    |
| 132-0-272-145 | NOT AVAILABLE      | 1,704.90    | 133-0-255-025 | NOT AVAILABLE        | 2,832.06    |
| 132-0-272-155 | NOT AVAILABLE      | 1,704.90    | 133-0-255-035 | NOT AVAILABLE        | 3,080.86    |
| 132-0-272-165 | NOT AVAILABLE      | 1,704.90    | 133-0-260-025 | 3460 N OXNARD BLVD   | 2,832.06    |
| 132-0-272-175 | NOT AVAILABLE      | 1,704.90    | 133-0-260-035 | 3462 N OXNARD BLVD   | 2,499.12    |
| 132-0-272-185 | NOT AVAILABLE      | 1,704.90    | 133-0-260-045 | 3472 N OXNARD BLVD   | 2,832.06    |
| 132-0-272-195 | NOT AVAILABLE      | 1,704.90    | 133-0-260-055 | 3482 N OXNARD BLVD   | 2,499.12    |
| 132-0-272-205 | NOT AVAILABLE      | 1,704.90    | 133-0-260-065 | 3492 N OXNARD BLVD   | 2,832.06    |
| 132-0-272-215 | NOT AVAILABLE      | 1,704.90    | 133-0-260-075 | NOT AVAILABLE        | 3,080.86    |
| 132-0-272-225 | NOT AVAILABLE      | 1,704.90    | 133-0-260-085 | NOT AVAILABLE        | 3,554.36    |
| 132-0-272-235 | NOT AVAILABLE      | 1,704.90    | 133-0-260-095 | NOT AVAILABLE        | 2,832.06    |
| 132-0-272-245 | NOT AVAILABLE      | 1,704.90    | 133-0-260-105 | NOT AVAILABLE        | 3,080.86    |
| 132-0-272-255 | NOT AVAILABLE      | 1,704.90    | 133-0-260-115 | NOT AVAILABLE        | 2,832.06    |
| 132-0-272-265 | NOT AVAILABLE      | 1,704.90    | 133-0-260-125 | NOT AVAILABLE        | 3,554.36    |
| 132-0-272-275 | NOT AVAILABLE      | 1,704.90    | 133-0-260-135 | 3491 KINGS CANYON DR | 2,832.06    |
| 132-0-272-285 | NOT AVAILABLE      | 1,704.90    | 133-0-260-145 | 3481 KINGS CANYON DR | 2,499.12    |
| 132-0-272-295 | NOT AVAILABLE      | 1,704.90    | 133-0-260-155 | 3471 KINGS CANYON DR | 2,832.06    |
| 132-0-272-305 | NOT AVAILABLE      | 1,704.90    | 133-0-260-165 | 3461 KINGS CANYON DR | 2,499.12    |
| 132-0-272-315 | NOT AVAILABLE      | 1,704.90    | 133-0-260-175 | 3451 KINGS CANYON DR | 2,832.06    |
| 132-0-272-325 | NOT AVAILABLE      | 1,704.90    | 133-0-260-185 | NOT AVAILABLE        | 3,554.36    |
| 132-0-272-335 | NOT AVAILABLE      | 1,704.90    | 133-0-260-195 | NOT AVAILABLE        | 2,832.06    |
| 132-0-272-345 | NOT AVAILABLE      | 1,704.90    | 133-0-260-205 | NOT AVAILABLE        | 3,080.86    |
| 132-0-272-355 | NOT AVAILABLE      | 13,639.28   | 133-0-260-215 | NOT AVAILABLE        | 2,832.06    |
| 132-0-272-375 | 3033 N OXNARD BLVD | 2,691.78    | 133-0-260-225 | NOT AVAILABLE        | 3,080.86    |
| 132-0-272-385 | 3031 N OXNARD BLVD | 2,293.34    | 133-0-260-235 | NOT AVAILABLE        | 3,554.36    |
| 132-0-272-395 | 3029 N OXNARD BLVD | 2,691.78    | 133-0-260-245 | 3459 N OXNARD BLVD   | 2,832.06    |
| 132-0-272-405 | 3027 N OXNARD BLVD | 2,691.78    | 133-0-260-255 | 3457 OXNARD BLVD     | 2,499.12    |
| 132-0-272-415 | 3025 N OXNARD BLVD | 2,293.34    | 133-0-260-265 | 3455 OXNARD BLVD     | 2,832.06    |
| 132-0-272-425 | 3023 N OXNARD BLVD | 2,293.34    | 133-0-260-275 | 3453 OXNARD BLVD     | 2,832.06    |
| 132-0-272-435 | 3021 N OXNARD BLVD | 2,691.78    | 133-0-260-285 | 3451 OXNARD BLVD     | 2,499.12    |
| 132-0-272-445 | NOT AVAILABLE      | 8,524.54    | 133-0-260-295 | 3450 OXNARD BLVD     | 2,832.06    |
| 132-0-272-455 | NOT AVAILABLE      | 11,934.36   | 133-0-260-305 | 3452 OXNARD BLVD     | 2,499.12    |
| 132-0-280-015 | 470 GARONNE ST     | 2,095.66    | 133-0-260-315 | 3454 OXNARD BLVD     | 2,832.06    |
| 132-0-280-025 | 468 GARONNE ST     | 2,095.66    | 133-0-260-325 | 3456 OXNARD BLVD     | 2,499.12    |
| 132-0-280-035 | 466 GARONNE ST     | 1,704.90    | 133-0-260-335 | 3458 OXNARD BLVD     | 2,832.06    |
| 132-0-280-045 | 464 GARONNE ST     | 1,704.90    | 133-0-260-345 | NOT AVAILABLE        | 0.00        |
| 132-0-280-055 | 462 GARONNE ST     | 2,095.66    | 133-0-260-355 | NOT AVAILABLE        | 0.00        |
| 132-0-280-065 | 460 GARONNE ST     | 2,095.66    | 133-0-260-365 | NOT AVAILABLE        | 0.00        |
| 132-0-280-075 | 430 GARONNE ST     | 2,095.66    | 133-0-260-375 | NOT AVAILABLE        | 0.00        |
| 132-0-280-085 | 428 GARONNE ST     | 2,095.66    | 133-0-260-385 | NOT AVAILABLE        | 3,554.36    |
| 132-0-280-095 | 426 GARONNE ST     | 1,704.90    | 133-0-260-395 | NOT AVAILABLE        | 3,080.86    |
| 132-0-280-105 | 424 GARONNE ST     | 1,704.90    | 133-0-260-405 | NOT AVAILABLE        | 2,832.06    |
| 132-0-280-115 | 422 GARONNE ST     | 2,095.66    | 133-0-260-415 | NOT AVAILABLE        | 3,080.86    |
| 132-0-280-125 | 420 GARONNE ST     | 2,095.66    | 133-0-260-425 | NOT AVAILABLE        | 3,554.36    |
| 132-0-280-135 | 421 GREEN RIVER ST | 2,095.66    | 133-0-260-435 | 3441 KINGS CANYON DR | 2,832.06    |
| 132-0-280-145 | 423 GREEN RIVER ST | 2,095.66    | 133-0-260-445 | 3431 KINGS CANYON DR | 2,499.12    |
| 132-0-280-155 | 425 GREEN RIVER ST | 1,704.90    | 133-0-260-455 | 3421 KINGS CANYON DR | 2,832.06    |
| 132-0-280-165 | 427 GREEN RIVER ST | 1,704.90    | 133-0-260-465 | 3411 KINGS CANYON DR | 2,832.06    |
| 132-0-280-175 | 429 GREEN RIVER ST | 2,095.66    | 133-0-260-475 | 3401 KINGS CANYON DR | 2,499.12    |
| 132-0-280-185 | 431 GREEN RIVER ST | 2,095.66    | 133-0-260-485 | NOT AVAILABLE        | 0.00        |
| 132-0-280-195 | NOT AVAILABLE      | 2,095.66    | 133-0-260-495 | NOT AVAILABLE        | 0.00        |
| 132-0-280-205 | 463 GREEN RIVER ST | 2,095.66    | 133-0-260-505 | NOT AVAILABLE        | 0.00        |
| 132-0-280-215 | 465 GREEN RIVER ST | 1,704.90    | 133-0-260-515 | NOT AVAILABLE        | 0.00        |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address        | Levy Amount | Parcel No.    | Site Address       | Levy Amount |
|---------------|---------------------|-------------|---------------|--------------------|-------------|
| 132-0-280-225 | 467 GREEN RIVER ST  | 1,704.90    | 133-0-260-525 | NOT AVAILABLE      | 3,554.36    |
| 132-0-280-235 | 469 GREEN RIVER ST  | 2,095.66    | 133-0-260-535 | NOT AVAILABLE      | 3,080.86    |
| 132-0-280-245 | 471 GREEN RIVER ST  | 2,095.66    | 133-0-260-545 | NOT AVAILABLE      | 2,832.06    |
| 132-0-280-275 | NOT AVAILABLE       | 7,601.14    | 133-0-260-555 | NOT AVAILABLE      | 0.00        |
| 132-0-280-305 | NOT AVAILABLE       | 5,505.48    | 133-0-260-565 | NOT AVAILABLE      | 0.00        |
| 132-0-280-315 | NOT AVAILABLE       | 5,505.48    | 133-0-271-015 | NOT AVAILABLE      | 0.00        |
| 132-0-280-325 | NOT AVAILABLE       | 5,505.48    | 133-0-271-025 | NOT AVAILABLE      | 0.00        |
| 132-0-280-335 | NOT AVAILABLE       | 5,505.48    | 133-0-271-035 | NOT AVAILABLE      | 0.00        |
| 132-0-290-015 | 550 GARONNE ST      | 2,095.66    | 133-0-271-045 | NOT AVAILABLE      | 0.00        |
| 132-0-290-025 | 548 GARONNE ST      | 1,704.90    | 133-0-271-055 | NOT AVAILABLE      | 0.00        |
| 132-0-290-035 | 546 GARONNE ST      | 1,704.90    | 133-0-271-065 | NOT AVAILABLE      | 0.00        |
| 132-0-290-045 | 544 GARONNE ST      | 1,704.90    | 133-0-271-075 | NOT AVAILABLE      | 0.00        |
| 132-0-290-055 | 542 GARONNE ST      | 1,704.90    | 133-0-271-085 | NOT AVAILABLE      | 0.00        |
| 132-0-290-065 | 540 GARONNE ST      | 2,095.66    | 133-0-271-095 | NOT AVAILABLE      | 0.00        |
| 132-0-290-075 | 530 GARONNE ST      | 2,095.66    | 133-0-271-105 | NOT AVAILABLE      | 0.00        |
| 132-0-290-085 | 528 GARONNE ST      | 2,095.66    | 133-0-271-115 | NOT AVAILABLE      | 0.00        |
| 132-0-290-095 | 526 GARONNE ST      | 1,704.90    | 133-0-271-125 | NOT AVAILABLE      | 0.00        |
| 132-0-290-105 | 524 GARONNE ST      | 1,704.90    | 133-0-271-135 | NOT AVAILABLE      | 0.00        |
| 132-0-290-115 | 522 GARONNE ST      | 2,095.66    | 133-0-271-145 | NOT AVAILABLE      | 0.00        |
| 132-0-290-125 | 520 GARONNE ST      | 2,095.66    | 133-0-271-155 | NOT AVAILABLE      | 0.00        |
| 132-0-290-135 | 521 GREEN RIVER ST  | 2,095.66    | 133-0-271-165 | NOT AVAILABLE      | 0.00        |
| 132-0-290-145 | 523 GREEN RIVER ST  | 2,095.66    | 133-0-271-175 | NOT AVAILABLE      | 0.00        |
| 132-0-290-155 | 525 GREEN RIVER ST  | 1,704.90    | 133-0-271-195 | NOT AVAILABLE      | 0.00        |
| 132-0-290-165 | 527 GREEN RIVER ST  | 1,704.90    | 133-0-271-205 | NOT AVAILABLE      | 0.00        |
| 132-0-290-175 | 529 GREEN RIVER ST  | 2,095.66    | 133-0-271-215 | NOT AVAILABLE      | 0.00        |
| 132-0-290-185 | 531 GREEN RIVER ST  | 2,095.66    | 133-0-271-225 | NOT AVAILABLE      | 0.00        |
| 132-0-290-195 | 601 GREEN RIVER ST  | 2,095.66    | 133-0-271-235 | NOT AVAILABLE      | 0.00        |
| 132-0-290-205 | 603 GREEN RIVER ST  | 1,704.90    | 133-0-271-245 | NOT AVAILABLE      | 0.00        |
| 132-0-290-215 | 605 GREEN RIVER ST  | 1,704.90    | 133-0-271-255 | NOT AVAILABLE      | 0.00        |
| 132-0-290-225 | 607 GREEN RIVER ST  | 1,704.90    | 133-0-271-265 | NOT AVAILABLE      | 0.00        |
| 132-0-290-235 | 609 GREEN RIVER ST  | 1,704.90    | 133-0-271-275 | NOT AVAILABLE      | 0.00        |
| 132-0-290-245 | 611 GREEN RIVER ST  | 2,095.66    | 133-0-271-285 | NOT AVAILABLE      | 0.00        |
| 132-0-290-275 | NOT AVAILABLE       | 11,010.96   | 133-0-271-295 | NOT AVAILABLE      | 3,554.36    |
| 132-0-290-285 | NOT AVAILABLE       | 3,800.56    | 133-0-271-305 | NOT AVAILABLE      | 3,080.86    |
| 132-0-290-295 | NOT AVAILABLE       | 7,601.14    | 133-0-271-315 | NOT AVAILABLE      | 3,554.36    |
| 132-0-290-305 | NOT AVAILABLE       | 7,210.38    | 133-0-271-325 | NOT AVAILABLE      | 2,832.06    |
| 132-0-300-015 | NOT AVAILABLE       | 22,021.92   | 133-0-271-335 | NOT AVAILABLE      | 3,080.86    |
| 132-0-300-025 | NOT AVAILABLE       | 11,010.96   | 133-0-271-345 | NOT AVAILABLE      | 3,554.36    |
| 132-0-300-045 | NOT AVAILABLE       | 18,612.10   | 133-0-272-015 | NOT AVAILABLE      | 3,080.86    |
| 132-0-300-055 | NOT AVAILABLE       | 15,202.28   | 133-0-272-025 | NOT AVAILABLE      | 3,554.36    |
| 132-0-311-025 | 2850 N OXNARD BLVD  | 26,448.48   | 133-0-272-035 | NOT AVAILABLE      | 2,832.06    |
| 132-0-311-035 | NOT AVAILABLE       | 0.00        | 133-0-272-045 | NOT AVAILABLE      | 0.00        |
| 132-0-311-045 | NOT AVAILABLE       | 0.00        | 133-0-272-055 | NOT AVAILABLE      | 0.00        |
| 132-0-311-055 | 2766 SEAGLASS WAY   | 12,065.92   | 133-0-272-065 | NOT AVAILABLE      | 0.00        |
| 132-0-311-105 | 400 TOWN CENTER DR  | 12,176.82   | 133-0-272-075 | NOT AVAILABLE      | 0.00        |
| 132-0-311-115 | 681 TOWN CENTER DR  | 1,027.40    | 133-0-272-085 | 3414 ALBION DR     | 2,832.06    |
| 132-0-311-125 | NOT AVAILABLE       | 612.08      | 133-0-272-095 | 3424 ALBION DR     | 2,832.06    |
| 132-0-311-135 | 598 TOWN CENTER DR  | 1,419.32    | 133-0-272-105 | 3434 ALBION DR     | 2,499.12    |
| 132-0-311-165 | NOT AVAILABLE       | 0.00        | 133-0-272-115 | 3444 ALBION DR     | 2,832.06    |
| 132-0-311-175 | NOT AVAILABLE       | 117,575.78  | 133-0-272-125 | 3454 ALBION DR     | 2,832.06    |
| 132-0-311-185 | 650 TOWN CENTER WAY | 9,126.68    | 133-0-272-135 | 3464 ALBION DR     | 2,499.12    |
| 132-0-311-195 | 670 TOWN CENTER WAY | 665.90      | 133-0-272-145 | 3474 ALBION DR     | 2,832.06    |
| 132-0-320-035 | 295 RIVERPARK BLVD  | 33,360.66   | 133-0-272-155 | NOT AVAILABLE      | 3,554.36    |
| 132-0-320-045 | 287 RIVERPARK BLVD  | 40,774.14   | 133-0-272-165 | NOT AVAILABLE      | 3,080.86    |
| 132-0-320-055 | 287 RIVERPARK BLVD  | 12,355.80   | 133-0-272-175 | NOT AVAILABLE      | 2,832.06    |
| 132-0-330-015 | 361 RIVERPARK BLVD  | 620.70      | 133-0-272-185 | NOT AVAILABLE      | 3,080.86    |
| 132-0-330-025 | 361 RIVERPARK BLVD  | 620.70      | 133-0-272-195 | NOT AVAILABLE      | 2,832.06    |
| 132-0-330-035 | 361 RIVERPARK BLVD  | 620.70      | 133-0-272-205 | NOT AVAILABLE      | 3,080.86    |
| 132-0-330-045 | 361 RIVERPARK BLVD  | 620.70      | 133-0-272-215 | 3495 N OXNARD BLVD | 2,832.06    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 5**  
**(RIVERPARK)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address       | Levy Amount | Parcel No.    | Site Address       | Levy Amount |
|---------------|--------------------|-------------|---------------|--------------------|-------------|
| 132-0-330-055 | 361 RIVERPARK BLVD | 620.70      | 133-0-272-225 | 3493 N OXNARD BLVD | 2,499.12    |
| 132-0-330-065 | 361 RIVERPARK BLVD | 620.70      | 133-0-272-235 | 3483 N OXNARD BLVD | 2,832.06    |
| 132-0-330-075 | 361 RIVERPARK BLVD | 620.70      | 133-0-272-245 | 3473 N OXNARD BLVD | 2,499.12    |
| 132-0-330-085 | 361 RIVERPARK BLVD | 620.70      | 133-0-272-255 | 3463 N OXNARD BLVD | 2,832.06    |
| 132-0-330-095 | 361 RIVERPARK BLVD | 620.70      | 133-0-273-015 | NOT AVAILABLE      | 3,554.36    |
| 132-0-330-105 | 361 RIVERPARK BLVD | 620.70      | 133-0-273-025 | NOT AVAILABLE      | 2,832.06    |
| 132-0-330-115 | 361 RIVERPARK BLVD | 620.70      | 133-0-273-035 | NOT AVAILABLE      | 3,080.86    |
| 132-0-330-125 | 361 RIVERPARK BLVD | 620.70      | 133-0-273-045 | NOT AVAILABLE      | 3,554.36    |
| 132-0-340-015 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-055 | 3500 ALBION DR     | 2,832.06    |
| 132-0-340-025 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-065 | 3514 ALBION DR     | 2,499.12    |
| 132-0-340-035 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-075 | 3524 ALBION DR     | 2,832.06    |
| 132-0-340-045 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-085 | 3534 ALBION DR     | 2,499.12    |
| 132-0-340-055 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-095 | 3544 ALBION DR     | 2,832.06    |
| 132-0-340-065 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-105 | 3554 ALBION DR     | 2,832.06    |
| 132-0-340-075 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-115 | NOT AVAILABLE      | 3,554.36    |
| 132-0-340-085 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-125 | NOT AVAILABLE      | 3,080.86    |
| 132-0-340-095 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-135 | NOT AVAILABLE      | 3,080.86    |
| 132-0-340-105 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-145 | 3533 N OXNARD BLVD | 2,832.06    |
| 132-0-340-115 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-155 | 3523 N OXNARD BLVD | 2,499.12    |
| 132-0-340-125 | 359 RIVERPARK BLVD | 620.70      | 133-0-273-165 | 3513 N OXNARD BLVD | 2,832.06    |
| 132-0-350-015 | 357 RIVERPARK BLVD | 620.70      | 133-0-273-175 | 3503 N OXNARD BLVD | 2,832.06    |
| 132-0-350-025 | 357 RIVERPARK BLVD | 620.70      | 133-0-273-185 | 3501 N OXNARD BLVD | 2,499.12    |
| 132-0-350-035 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-015 | 3243 LISBON LN     | 1,704.90    |
| 132-0-350-045 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-025 | 3241 LISBON LN     | 2,293.34    |
| 132-0-350-055 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-035 | 3239 LISBON LN     | 2,293.34    |
| 132-0-350-065 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-045 | 3246 N VENTURA RD  | 2,293.34    |
| 132-0-350-075 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-055 | 3248 N VENTURA RD  | 2,293.34    |
| 132-0-350-085 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-065 | 3250 N VENTURA RD  | 1,704.90    |
| 132-0-350-095 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-075 | 3237 LISBON LN     | 1,704.90    |
| 132-0-350-105 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-085 | 3235 LISBON LN     | 2,293.34    |
| 132-0-350-115 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-095 | 3233 LISBON LN     | 2,293.34    |
| 132-0-350-125 | 357 RIVERPARK BLVD | 620.70      | 133-0-280-105 | 3240 N VENTURA RD  | 1,704.90    |
| 132-0-360-015 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-115 | 3242 N VENTURA RD  | 2,293.34    |
| 132-0-360-025 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-125 | 3244 N VENTURA RD  | 2,293.34    |
| 132-0-360-035 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-135 | 3231 LISBON LN     | 1,704.90    |
| 132-0-360-045 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-145 | 3229 LISBON LN     | 2,293.34    |
| 132-0-360-055 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-155 | 3227 LISBON LN     | 2,293.34    |
| 132-0-360-065 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-165 | 3234 N VENTURA RD  | 1,704.90    |
| 132-0-360-075 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-175 | 3236 N VENTURA RD  | 2,293.34    |
| 132-0-360-085 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-185 | 3238 N VENTURA RD  | 2,293.34    |
| 132-0-360-095 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-195 | 3225 LISBON LN     | 2,293.34    |
| 132-0-360-105 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-205 | 3223 LISBON LN     | 2,293.34    |
| 132-0-360-115 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-215 | 3221 LISBON LN     | 1,704.90    |
| 132-0-360-125 | 355 RIVERPARK BLVD | 620.70      | 133-0-280-225 | 3228 N VENTURA RD  | 1,704.90    |
| 132-0-370-015 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-235 | 3230 N VENTURA RD  | 2,293.34    |
| 132-0-370-025 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-245 | 3232 N VENTURA RD  | 2,293.34    |
| 132-0-370-035 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-255 | 3221 N OXNARD BLVD | 2,293.34    |
| 132-0-370-045 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-265 | 3211 N OXNARD BLVD | 2,691.78    |
| 132-0-370-055 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-275 | 3201 N OXNARD BLVD | 2,095.66    |
| 132-0-370-065 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-285 | 3202 LISBON LN     | 2,095.66    |
| 132-0-370-075 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-295 | 3204 LISBON LN     | 2,691.78    |
| 132-0-370-085 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-305 | 3206 LISBON LN     | 2,293.34    |
| 132-0-370-095 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-315 | 3208 LISBON LN     | 2,293.34    |
| 132-0-370-105 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-325 | 3210 LISBON LN     | 2,691.78    |
| 132-0-370-115 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-335 | 3212 LISBON LN     | 2,095.66    |
| 132-0-370-125 | 353 RIVERPARK BLVD | 620.70      | 133-0-280-345 | 3251 N OXNARD BLVD | 2,095.66    |
| 132-0-380-015 | 351 RIVERPARK BLVD | 620.70      | 133-0-280-355 | 3241 N OXNARD BLVD | 2,691.78    |
| 132-0-380-025 | 351 RIVERPARK BLVD | 620.70      | 133-0-280-365 | 3231 N OXNARD BLVD | 2,293.34    |
| 132-0-380-035 | 351 RIVERPARK BLVD | 620.70      | 133-0-280-375 | 3214 LISBON LN     | 2,095.66    |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address       | Levy Amount | Parcel No.    | Site Address       | Levy Amount |
|---------------|--------------------|-------------|---------------|--------------------|-------------|
| 132-0-380-045 | 351 RIVERPARK BLVD | 620.70      | 133-0-280-385 | 3216 LISBON LN     | 2,691.78    |
| 132-0-380-055 | 351 RIVERPARK BLVD | 620.70      | 133-0-280-395 | 3218 LISBON LN     | 2,293.34    |
| 132-0-380-065 | 351 RIVERPARK BLVD | 620.70      | 133-0-280-405 | 3220 LISBON LN     | 2,293.34    |
| 132-0-380-075 | 351 RIVERPARK BLVD | 620.70      | 133-0-280-415 | 3222 LISBON LN     | 2,691.78    |
| 132-0-380-085 | 351 RIVERPARK BLVD | 620.70      | 133-0-280-425 | 3224 LISBON LN     | 2,095.66    |
| 132-0-380-095 | 351 RIVERPARK BLVD | 620.70      | 133-0-290-015 | 3215 N VENTURA RD  | 1,704.90    |
| 132-0-380-105 | 351 RIVERPARK BLVD | 620.70      | 133-0-290-025 | 3213 N VENTURA RD  | 2,095.66    |
| 132-0-380-115 | 351 RIVERPARK BLVD | 620.70      | 133-0-290-035 | 3211 N VENTURA RD  | 1,704.90    |
| 132-0-380-125 | 351 RIVERPARK BLVD | 620.70      | 133-0-290-045 | 3209 N VENTURA RD  | 2,095.66    |
| 132-0-390-015 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-055 | 3207 N VENTURA RD  | 2,095.66    |
| 132-0-390-025 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-065 | 3205 N VENTURA RD  | 1,704.90    |
| 132-0-390-035 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-075 | 3227 N VENTURA RD  | 1,704.90    |
| 132-0-390-045 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-085 | 3225 N VENTURA RD  | 2,095.66    |
| 132-0-390-055 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-095 | 3223 N VENTURA RD  | 1,704.90    |
| 132-0-390-065 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-105 | 3221 N VENTURA RD  | 1,704.90    |
| 132-0-390-075 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-115 | 3219 N VENTURA RD  | 2,095.66    |
| 132-0-390-085 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-125 | 3217 N VENTURA RD  | 1,704.90    |
| 132-0-390-095 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-135 | 3239 N VENTURA RD  | 1,704.90    |
| 132-0-390-105 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-145 | 3237 N VENTURA RD  | 2,095.66    |
| 132-0-390-115 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-155 | 3235 N VENTURA RD  | 1,704.90    |
| 132-0-390-125 | 323 RIVERPARK BLVD | 620.70      | 133-0-290-165 | 3233 N VENTURA RD  | 2,095.66    |
| 132-0-400-015 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-175 | 3231 N VENTURA RD  | 2,095.66    |
| 132-0-400-025 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-185 | 3229 N VENTURA RD  | 1,704.90    |
| 132-0-400-035 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-195 | 3251 N VENTURA RD  | 1,704.90    |
| 132-0-400-045 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-205 | 3249 N VENTURA RD  | 2,095.66    |
| 132-0-400-055 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-215 | 3247 N VENTURA RD  | 1,704.90    |
| 132-0-400-065 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-225 | 3245 N VENTURA RD  | 1,704.90    |
| 132-0-400-075 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-235 | 3243 N VENTURA RD  | 2,095.66    |
| 132-0-400-085 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-245 | 3241 N VENTURA RD  | 1,704.90    |
| 132-0-400-095 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-255 | 3219 LISBON LN     | 2,095.66    |
| 132-0-400-105 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-265 | 3217 LISBON LN     | 2,691.78    |
| 132-0-400-115 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-275 | 3215 LISBON LN     | 2,293.34    |
| 132-0-400-125 | 321 RIVERPARK BLVD | 620.70      | 133-0-290-285 | 3222 N VENTURA RD  | 2,293.34    |
| 132-0-410-015 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-295 | 3224 N VENTURA RD  | 2,691.78    |
| 132-0-410-025 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-305 | 3226 N VENTURA RD  | 2,095.66    |
| 132-0-410-035 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-315 | 3213 LISBON LN     | 2,293.34    |
| 132-0-410-045 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-325 | 3211 LISBON LN     | 2,691.78    |
| 132-0-410-055 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-335 | 3209 LISBON LN     | 2,095.66    |
| 132-0-410-065 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-345 | 3210 N VENTURA RD  | 2,293.34    |
| 132-0-410-075 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-355 | 3212 N VENTURA RD  | 2,691.78    |
| 132-0-410-085 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-365 | 3214 N VENTURA RD  | 2,095.66    |
| 132-0-410-095 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-375 | 3216 N VENTURA RD  | 2,293.34    |
| 132-0-410-105 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-385 | 3218 N VENTURA RD  | 2,691.78    |
| 132-0-410-115 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-395 | 3220 N VENTURA RD  | 2,095.66    |
| 132-0-410-125 | 319 RIVERPARK BLVD | 620.70      | 133-0-290-405 | 3207 LISBON LN     | 2,293.34    |
| 132-0-430-015 | 317 RIVERPARK BLVD | 620.70      | 133-0-290-415 | 3205 LISBON LN     | 2,691.78    |
| 132-0-430-025 | 317 RIVERPARK BLVD | 620.70      | 133-0-290-425 | 3203 LISBON LN     | 2,095.66    |
| 132-0-430-035 | 317 RIVERPARK BLVD | 620.70      | 133-0-290-435 | 3204 N VENTURA RD  | 2,095.66    |
| 132-0-430-045 | 317 RIVERPARK BLVD | 620.70      | 133-0-290-445 | 3206 N VENTURA RD  | 2,691.78    |
| 132-0-430-055 | 317 RIVERPARK BLVD | 620.70      | 133-0-290-455 | 3208 N VENTURA RD  | 2,293.34    |
| 132-0-430-065 | 317 RIVERPARK BLVD | 620.70      | 133-0-300-015 | 3121 N OXNARD BLVD | 2,889.46    |
| 132-0-430-075 | 317 RIVERPARK BLVD | 620.70      | 133-0-300-025 | 3123 N OXNARD BLVD | 2,691.78    |
| 132-0-430-085 | 317 RIVERPARK BLVD | 620.70      | 133-0-300-035 | 3125 N OXNARD BLVD | 2,691.78    |
| 132-0-430-095 | 317 RIVERPARK BLVD | 620.70      | 133-0-300-045 | 3127 N OXNARD BLVD | 2,889.46    |
| 132-0-430-105 | 317 RIVERPARK BLVD | 620.70      | 133-0-300-055 | 3131 N OXNARD BLVD | 2,889.46    |
| 132-0-430-115 | 317 RIVERPARK BLVD | 620.70      | 133-0-300-065 | 3133 N OXNARD BLVD | 2,691.78    |
| 132-0-430-125 | 317 RIVERPARK BLVD | 620.70      | 133-0-300-075 | 3141 N OXNARD BLVD | 2,691.78    |
| 132-0-440-015 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-085 | 3151 N OXNARD BLVD | 2,889.46    |
| 132-0-440-025 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-095 | 3156 LISBON LN     | 2,095.66    |

## EXHIBIT A

CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 5  
(RIVERPARK)  
FISCAL YEAR 2017-2018 LEVY

| Parcel No.    | Site Address       | Levy Amount | Parcel No.     | Site Address         | Levy Amount           |
|---------------|--------------------|-------------|----------------|----------------------|-----------------------|
| 132-0-440-035 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-105  | 3154 LISBON LN       | 2,095.66              |
| 132-0-440-045 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-115  | 3152 LISBON LN       | 2,095.66              |
| 132-0-440-055 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-125  | 3150 LISBON LN       | 2,095.66              |
| 132-0-440-065 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-135  | 3148 LISBON LN       | 1,704.90              |
| 132-0-440-075 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-145  | 3146 LISBON LN       | 2,293.34              |
| 132-0-440-085 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-155  | 3144 LISBON LN       | 2,293.34              |
| 132-0-440-095 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-165  | 3142 LISBON LN       | 1,704.90              |
| 132-0-440-105 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-175  | 3140 LISBON LN       | 2,095.66              |
| 132-0-440-115 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-185  | 3138 LISBON LN       | 2,095.66              |
| 132-0-440-125 | 315 RIVERPARK BLVD | 620.70      | 133-0-300-195  | 3128 LISBON LN       | 1,704.90              |
| 132-0-450-015 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-205  | 3126 LISBON LN       | 2,293.34              |
| 132-0-450-025 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-215  | 3124 LISBON LN       | 2,095.66              |
| 132-0-450-035 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-225  | 3122 LISBON LN       | 2,095.66              |
| 132-0-450-045 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-235  | 701 GARRONE ST       | 2,095.66              |
| 132-0-450-055 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-245  | 703 GARONNE LN       | 2,293.34              |
| 132-0-450-065 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-255  | 705 GARONNE ST       | 2,293.34              |
| 132-0-450-075 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-265  | 709 GARONNE ST       | 2,293.34              |
| 132-0-450-085 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-275  | 711 GARONNE ST       | 2,293.34              |
| 132-0-450-095 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-285  | 713 GARONNE LN       | 2,293.34              |
| 132-0-450-105 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-295  | 715 GARONNE ST       | 2,095.66              |
| 132-0-450-115 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-305  | 3120 LISBON LN       | 2,095.66              |
| 132-0-450-125 | 313 RIVERPARK BLVD | 620.70      | 133-0-300-315  | 3118 LISBON LN       | 2,095.66              |
| 132-0-460-015 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-325  | 3116 LISBON LN       | 1,704.90              |
| 132-0-460-025 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-335  | 3114 LISBON LN       | 2,293.34              |
| 132-0-460-035 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-345  | 3112 LISBON LN       | 2,293.34              |
| 132-0-460-045 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-355  | 3110 LISBON LN       | 1,704.90              |
| 132-0-460-055 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-365  | 3108 LISBON LN       | 2,095.66              |
| 132-0-460-065 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-375  | 3106 LISBON LN       | 2,095.66              |
| 132-0-460-075 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-385  | 3104 LISBON LN       | 2,095.66              |
| 132-0-460-085 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-395  | 3102 LISBON LN       | 2,095.66              |
| 132-0-460-095 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-405  | 3136 LISBON LN       | 2,095.66              |
| 132-0-460-105 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-415  | 3134 LISBON LN       | 2,095.66              |
| 132-0-460-115 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-425  | 3132 LISBON LN       | 2,293.34              |
| 132-0-460-125 | 311 RIVERPARK BLVD | 620.70      | 133-0-300-435  | 3130 LISBON LN       | 1,704.90              |
| 133-0-110-035 | 764 NILE RIVER DR  | 2,832.06    | 133-0-300-445  | 3101 N OXNARD BLVD   | 2,889.46              |
| 133-0-110-045 | 762 NILE RIVER DR  | 2,832.06    | 133-0-300-455  | 3103 N OXNARD BLVD   | 2,691.78              |
| 133-0-110-055 | 760 NILE RIVER DR  | 2,499.12    | 133-0-300-465  | 3105 N OXNARD BLVD   | 2,691.78              |
| 133-0-110-065 | 758 NILE RIVER DR  | 2,499.12    | 133-0-300-475  | 3107 N OXNARD BLVD   | 2,889.46              |
| 133-0-110-075 | 756 NILE RIVER DR  | 2,832.06    | 133-0-300-485  | 3111 N OXNARD BLVD   | 2,889.46              |
| 133-0-110-085 | 754 NILE RIVER DR  | 2,832.06    | 133-0-300-495  | 3113 N OXNARD BLVD   | 2,691.78              |
| 133-0-110-095 | 752 NILE RIVER DR  | 2,832.06    | 133-0-300-505  | 3115 N OXNARD BLVD   | 2,691.78              |
| 133-0-110-105 | 750 NILE RIVER DR  | 2,832.06    | 133-0-300-515  | 3117 N OXNARD BLVD   | 2,889.46              |
| 133-0-110-115 | 748 NILE RIVER DR  | 2,499.12    | <b>Totals:</b> | <b>1,911 Parcels</b> | <b>\$5,127,797.56</b> |

**City Manager's Office**

300 West Third Street  
Oxnard, CA 93030  
(805) 385-7430  
Fax (805) 385-7595

**AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS**

This Agreement For Billing of Direct Assessments ("Agreement") is made and entered into between the *Ventura County Auditor-Controller* and *City of Oxnard* ("Agency") to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to the City of Oxnard ("City").

**I. PROPERTY TAX SERVICES**

Ventura County will place direct assessments on the Secured Tax Roll and distribute collections to the Agency at the same time and in the same manner as Ventura County property taxes are collected and distributed, and as authorized by law. The Agency will adhere to the policies and procedures established by the Ventura County Auditor-Controller as outlined in the Direct Assessment Submission Letter.

**II. FEES FOR SERVICES**

For billing, collection, correction and administration of direct assessments, the Ventura County Auditor-Controller shall collect the following charges:

- A. A Direct Assessment Line Fee for the original submission will be charged in the amount of \$0.19 per assessment per parcel.
- B. For correction or removal of direct assessments requested by the Agency after extension of the tax roll, the Ventura County Auditor-Controller will collect \$17.00 per correction or removal. All corrections and removals must be submitted by the third Friday in February.
- C. An Administration and collection fee shall be charged in an amount not to exceed one-fourth of 1 percent of amounts collected.
- D. Collection fees and charges herein provided are subject to adjustment by the County via resolution of the Board of Supervisors at its annual Countywide Rates and Fees public hearing. The Ventura County Auditor-Controller reserves the right to increase or



decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to the **Agency**.

### III. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing, correction and removal charges are deducted once a year, in the April Secured Apportionment. Collection and administrative fees are deducted from each Apportionment distribution.

### IV. REQUESTS FOR INFORMATION AND ACCOUNTING SERVICES

The Ventura County Auditor-Controller publishes a report of direct assessments levied for the tax year by parcel to the Auditor-Controller's website in January, May and July. Requests for information and accounting services beyond what is posted to the Website will be considered extended services and will be subject to additional charges and fees.

### v. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for any levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. The **Agency** warrants that the taxes, fees, or assessments imposed by the **Agency** and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

The **Agency** hereby releases and forever discharges Ventura County and its officials, officers, agents, representatives and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the **Agency's** responsibilities and representations under this Agreement or other action taken by the **Agency** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in and/or pursuant to this Agreement, including disputes related to lien priority.

The **Agency** further agrees to and shall defend, indemnify and hold harmless Ventura County and its officials, officers, agents, representatives and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of the **Agency's** responsibilities and representations under this Agreement, or other action taken by the **Agency** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in and/or pursuant to this Agreement, including disputes related to lien priority.

If any judgement is entered against any indemnified party as a result of action taken to implement this Agreement, the **Agency** agrees that Ventura County may offset the amount of any judgement paid by any indemnified party from any monies collected by Ventura County on the **Agency's** behalf, including property taxes, special taxes, fees, or assessments. Ventura County may, but is not required to, notify the **Agency** of its intent to implement any offset authorized by this paragraph.

## VI. TERMS OF AGREEMENT

Upon execution, this Agreement terminates, supersedes and replaces all prior agreements between Ventura County Auditor-Controller and the **Agency** pertaining to the collection of direct assessments. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice of cancellation to the other party.

## VII. AUTHORITY

The above terms are accepted by the **Agency** and the undersigned further certifies that he/she is authorized to sign this Agreement and bind the **Agency** to its terms.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Name: \_\_\_\_\_  
(PRINT)

Title: \_\_\_\_\_  
(PRINT TITLE)

---

### For Auditor-Controller Use Only

Approved Signature: \_\_\_\_\_  
SECTION MANAGER

Date: \_\_\_\_\_

Approved Name: \_\_\_\_\_  
(PRINT)



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 7**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Jim Throop  
Chief Financial Officer

**Jim Throop**

**SUBJECT:** Special Tax Levy for Community Facilities District No. 3 and No. 4 (Seabridge at Mandalay Bay)

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

**RECOMMENDATION:**

That City Council acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4:

- 1) Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2017-18 and
- 2) Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2017-18.

**BACKGROUND**

CFD No. 3 Special Tax

**On December 14, 2004, City Council adopted Resolution No. 12,737 (the “Resolution of Formation”) establishing CFD No. 3 and Ordinance No. 2676 to levy a special tax sufficient to pay principal, interest, and other periodic costs and administrative expenses with respect to the bonds of CFD No. 3. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. While the maximum special tax rate in FY 2017-2018 for CFD No. 3 is \$2,819,747, the actual amount to be levied is \$1,822,960.**

Special Tax Levy for Community Facilities District No. 3 and No. 4 (Seabridge at Mandalay Bay)

June 6, 2017

Page 2

There is no formal reserve fund for CFD No. 3 as the bonds were refinanced as a private placement in 2013, with no requirement to fund a reserve. The fund balance consists only of funds necessary to pay principal, interest, and administrative costs. The remaining balance of the bonds is \$26,340,000 with the final payment due on September 1, 2035.

CFD No. 4 Special Tax

**On December 14, 2004, City Council adopted Resolution No. 12,739 (the “Resolution of Formation”) establishing CFD No. 4 and Ordinance No. 2677 to levy a special tax sufficient to pay certain costs of Services and Incidental Expenses relating to the maintenance of CFD No. 4. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. The total amount of special taxes for CFD No. 4 for FY 2017-2018 is \$1,511,355.**

The following represents a breakdown of the tax levy for the upcoming and most recent fiscal years:

| <b>Description</b>                | <b>Projected Levy<br/>FY 17-18</b> | <b>Actual Levy<br/>FY 16-17</b> |
|-----------------------------------|------------------------------------|---------------------------------|
| Administration                    | \$ 91,916                          | \$ 58,125                       |
| Channel Repairs/Maintenance       | 187,250                            | 77,500                          |
| Landscape/Park Maintenance        | 462,229                            | 336,000                         |
| Harbor Patrol                     | 800,000                            | 750,000                         |
| Police Protection Services        | 25,000                             |                                 |
| Storm Drain Maintenance           | 124,960                            | 45,000                          |
| Subtotal (Before Tax Levy Credit) | \$1,691,355                        | \$1,266,625                     |
| Less: Tax Levy Credit             | <u>(180,000)</u>                   | <u>(80,000)</u>                 |
| <b>Total CFD No. 4 Tax Levy</b>   | <b>\$1,511,355</b>                 | <b>\$1,186,625</b>              |

Additional capital costs for replacement/repair of existing landscape caused the increase in the “Landscape/Park Maintenance” component. The Channel Repairs/Maintenance component increased due to dredging design/permitting. The Storm Drain Maintenance component increased due to required maintenance services.

The maximum allowable tax for CFD No. 4 for FY 2017-2018 is \$1,936,936. The Projected Levy for FY 2017-2018 is \$1,511,355. The total tax rate for FY 2017-2018 is higher than FY 2016-2017 because of increased costs for various services. The credit of \$180,000 for FY 2017-18 reduces the estimated fund balance of CFD No. 4 to the required level of \$2.65 million (adjusted for inflation in FY 2017-2018) according to a reserve fund study prepared by Penfield & Smith in October 2014.

Special Tax Levy for Community Facilities District No. 3 and No. 4 (Seabridge at Mandalay Bay)

June 6, 2017

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## **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 will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 3 and CFD No. 4 for FY 2017-2018. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 3 and CFD No. 4.

## **ATTACHMENTS:**

Attachment A: Resolution Authorizing Levy of Special Tax for CFD 3 FY17-18

Attachment B: Exhibit A to CFD 3 Resolution

Attachment C: Resolution Authorizing Levy of Special Tax for CFD 4 FY17-18

Attachment D: Exhibit A to CFD 4 Resolution

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
OXNARD ACTING AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT  
MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING  
THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY  
FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY  
BAY) FOR THE FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 3 (Seabridge at Mandalay Bay) of the City of Oxnard (“CFD No. 3”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 3, is authorized pursuant to Resolution No. 12,737 (the “Resolution of Formation”) and Ordinance No. 2676 adopted by the City Council on December 14, 2004, (the “Ordinance”) to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to bonds of CFD No. 3 (the “Bonds”) and to pay certain costs of the Public Improvements and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2017-2018 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2017-2018 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 3 entitled “City of Oxnard Community Facilities District No. 3 (Seabridge at Mandalay Bay) Fiscal Year 2017-2018 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the

maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure has been modified by law and this City Council as set forth in the Indenture Between CFD No. 3 and Wells Fargo Bank, National Association, as Fiscal Agent dated as of October 1, 2005.

SECTION 6. As a cumulative remedy, if any amount levied as a special tax for payment of bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

SECTION 7. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2017-2018, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED this \_\_ day of \_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Tim Flynn  
Mayor of the City Council of the City of Oxnard,  
acting on behalf of Community Facilities District No. 3  
(Seabridge at Mandalay Bay) of the City of Oxnard

ATTEST:

---

Michelle Ascencion  
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

---

Stephen M. Fischer, City Attorney



STATE OF CALIFORNIA     )  
                                           )  
 COUNTY OF VENTURA     )     ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. \_\_\_\_ of said City Council, and that the same has not been amended or repealed.

DATED: \_\_\_\_\_, 2017

\_\_\_\_\_  
 City Clerk of the City Council of the City of Oxnard

(SEAL)

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 3**  
**(SEABRIDGE AT MANDALAY BAY)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address      | Levy Amount | Parcel No.    | Site Address           | Levy Amount |
|---------------|-------------------|-------------|---------------|------------------------|-------------|
| 188-0-241-015 | NOT AVAILABLE     | \$3,484.24  | 188-0-292-075 | 4022 FARRALON WAY      | \$3,484.24  |
| 188-0-241-025 | NOT AVAILABLE     | 3,484.24    | 188-0-292-085 | 4012 FARRALON WAY      | 3,484.24    |
| 188-0-241-035 | NOT AVAILABLE     | 3,178.76    | 188-0-292-095 | 4002 FARRALON WAY      | 3,178.76    |
| 188-0-241-055 | NOT AVAILABLE     | 3,484.24    | 188-0-292-105 | 4003 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-065 | NOT AVAILABLE     | 3,484.24    | 188-0-292-115 | 4013 GALAPAGOS WAY     | 3,178.76    |
| 188-0-241-075 | NOT AVAILABLE     | 3,484.24    | 188-0-292-125 | 4023 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-085 | NOT AVAILABLE     | 3,484.24    | 188-0-292-135 | 4033 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-095 | NOT AVAILABLE     | 3,484.24    | 188-0-292-145 | 4043 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-105 | 1421 SEABRIDGE LN | 3,484.24    | 188-0-292-155 | 4053 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-115 | 1431 SEABRIDGE LN | 3,484.24    | 188-0-292-165 | 4063 GALAPAGOS WAY     | 3,178.76    |
| 188-0-241-125 | 1441 SEABRIDGE LN | 3,178.76    | 188-0-292-175 | 4073 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-135 | 1451 SEABRIDGE LN | 3,484.24    | 188-0-292-185 | 4103 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-145 | 1461 SEABRIDGE LN | 3,178.76    | 188-0-292-195 | 4113 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-155 | 1462 CASPIAN WAY  | 3,484.24    | 188-0-292-205 | 4123 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-165 | 1452 CASPIAN WAY  | 3,484.24    | 188-0-293-015 | 4134 GALAPAGOS WAY     | 3,178.76    |
| 188-0-241-175 | 1442 CASPIAN WAY  | 3,484.24    | 188-0-293-025 | 4124 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-185 | 1432 CASPIAN WAY  | 3,178.76    | 188-0-293-035 | 4114 GALAPOGOS WAY     | 3,484.24    |
| 188-0-241-195 | 1422 CASPIAN WAY  | 3,484.24    | 188-0-293-045 | 4104 GALAPAGOS WAY     | 3,178.76    |
| 188-0-241-205 | 1412 CASPIAN WAY  | 3,178.76    | 188-0-293-055 | 4084 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-215 | 1402 CASPIAN WAY  | 3,484.24    | 188-0-293-065 | 4074 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-225 | 1362 CASPIAN WAY  | 3,484.24    | 188-0-293-075 | 4064 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-235 | 1352 CASPIAN WAY  | 3,484.24    | 188-0-293-085 | 4054 GALAPAGOS WAY     | 3,178.76    |
| 188-0-241-245 | 1342 CASPIAN WAY  | 3,178.76    | 188-0-293-095 | 4044 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-255 | 1332 CASPIAN WAY  | 3,484.24    | 188-0-293-105 | 4030 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-265 | 1322 CASPIAN WAY  | 3,178.76    | 188-0-293-115 | 4020 GALAPAGOS WAY     | 3,178.76    |
| 188-0-241-275 | 1312 CASPIAN WAY  | 3,178.76    | 188-0-293-125 | 4014 GALAPAGOS WAY     | 3,484.24    |
| 188-0-241-285 | 1302 CASPIAN WAY  | 3,484.24    | 188-0-293-135 | 4004 GALAPAGOS WAY     | 3,484.24    |
| 188-0-242-015 | 1303 CASPIAN WAY  | 3,178.76    | 188-0-293-145 | 4005 HARBOUR ISLAND LN | 3,178.76    |
| 188-0-242-025 | 1313 CASPIAN WAY  | 3,484.24    | 188-0-293-155 | 4015 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-035 | 1323 CASPIAN WAY  | 3,178.76    | 188-0-293-165 | 4025 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-045 | 1333 CASPIAN WAY  | 3,484.24    | 188-0-293-175 | 4035 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-055 | 1343 CASPIAN WAY  | 3,484.24    | 188-0-293-185 | 4045 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-065 | 1353 CASPIAN WAY  | 3,484.24    | 188-0-293-195 | 4055 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-075 | 1363 CASPIAN WAY  | 3,178.76    | 188-0-293-205 | 4065 HARBOUR ISLAND LN | 3,178.76    |
| 188-0-242-085 | 1403 CASPIAN WAY  | 3,484.24    | 188-0-293-215 | 4075 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-095 | 1413 CASPIAN WAY  | 3,484.24    | 188-0-293-225 | 4085 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-105 | 1423 CASPIAN WAY  | 3,484.24    | 188-0-293-235 | 4105 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-115 | 1433 CASPIAN WAY  | 3,484.24    | 188-0-293-245 | 4115 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-125 | 1443 CASPIAN WAY  | 3,178.76    | 188-0-293-255 | 4125 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-135 | 1453 CASPIAN WAY  | 3,484.24    | 188-0-293-265 | 4135 HARBOUR ISLAND LN | 3,178.76    |
| 188-0-242-145 | 1463 CASPIAN WAY  | 3,484.24    | 188-0-293-275 | 4145 HARBOUR ISLAND LN | 3,484.24    |
| 188-0-242-155 | 1464 DONEGAL WAY  | 3,484.24    | 188-0-300-015 | 4146 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-242-165 | 1454 DONEGAL WAY  | 3,178.76    | 188-0-300-025 | 4136 HARBOUR ISLAND LN | 4,281.62    |
| 188-0-242-175 | 1444 DONEGAL WAY  | 3,484.24    | 188-0-300-035 | 4126 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-242-185 | 1434 DONEGAL WAY  | 3,178.76    | 188-0-300-045 | 4116 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-242-195 | 1424 DONEGAL WAY  | 3,484.24    | 188-0-300-055 | 4106 HARBOUR ISLAND LN | 4,281.62    |
| 188-0-242-205 | 1414 DONEGAL WAY  | 3,178.76    | 188-0-300-065 | 4076 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-242-215 | 1404 DONEGAL WAY  | 3,484.24    | 188-0-300-075 | 4066 HARBOUR ISLAND LN | 4,281.62    |
| 188-0-242-225 | 1364 DONEGAL WAY  | 3,484.24    | 188-0-300-085 | 4056 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-242-235 | 1354 DONEGAL WAY  | 3,178.76    | 188-0-300-095 | 4046 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-242-245 | 1344 DONEGAL WAY  | 3,178.76    | 188-0-300-105 | 4036 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-242-255 | 1334 DONEGAL WAY  | 3,484.24    | 188-0-300-115 | 4026 HARBOUR ISLAND LN | 4,281.62    |
| 188-0-242-265 | 1324 DONEGAL WAY  | 3,484.24    | 188-0-300-125 | 4016 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-242-275 | 1314 DONEGAL WAY  | 3,178.76    | 188-0-300-135 | 4006 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-242-285 | 1304 DONEGAL WAY  | 3,484.24    | 188-0-300-145 | 3976 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-243-015 | 1305 DONEGAL WAY  | 3,178.76    | 188-0-300-155 | 3966 HARBOUR ISLAND LN | 4,281.62    |
| 188-0-243-025 | 1315 DONEGAL WAY  | 3,484.24    | 188-0-300-165 | 3956 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-243-035 | 1325 DONEGAL WAY  | 3,178.76    | 188-0-300-175 | 3946 HARBOUR ISLAND LN | 4,663.24    |
| 188-0-243-045 | 1335 DONEGAL WAY  | 3,484.24    | 188-0-300-185 | 1911 NAPOLI DR         | 4,663.24    |
| 188-0-243-055 | 1345 DONEGAL WAY  | 3,484.24    | 188-0-300-195 | 1921 NAPOLI DR         | 4,663.24    |
| 188-0-243-065 | 1355 DONEGAL WAY  | 3,484.24    | 188-0-300-205 | 3907 W HEMLOCK ST      | 4,663.24    |
| 188-0-243-075 | 1365 DONEGAL WAY  | 3,178.76    | 188-0-300-215 | 3917 W HEMLOCK ST      | 4,281.62    |
| 188-0-243-095 | 1415 DONEGAL WAY  | 3,484.24    | 188-0-300-225 | 3927 W HEMLOCK ST      | 4,663.24    |
| 188-0-243-105 | 1425 DONEGAL WAY  | 3,484.24    | 188-0-300-235 | 3937 W HEMLOCK ST      | 4,663.24    |
| 188-0-243-115 | 1435 DONEGAL WAY  | 3,484.24    | 188-0-300-245 | 3947 W HEMLOCK ST      | 4,663.24    |
| 188-0-243-125 | 1445 DONEGAL WAY  | 3,178.76    | 188-0-300-255 | 3957 W HEMLOCK ST      | 4,663.24    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 3**  
**(SEABRIDGE AT MANDALAY BAY)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address        | Levy Amount | Parcel No.    | Site Address        | Levy Amount |
|---------------|---------------------|-------------|---------------|---------------------|-------------|
| 188-0-243-135 | 1455 DONEGAL WAY    | 3,484.24    | 188-0-300-265 | 3967 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-145 | 1465 DONEGAL WAY    | 3,178.76    | 188-0-300-275 | 3977 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-155 | 1475 DONEGAL WAY    | 3,484.24    | 188-0-300-285 | 4007 W HEMLOCK ST   | 4,281.62    |
| 188-0-243-165 | 1486 ESTUARY WAY    | 3,178.76    | 188-0-300-295 | 4017 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-175 | 1476 ESTUARY WAY    | 3,484.24    | 188-0-300-305 | 4027 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-185 | 1466 ESTUARY WAY    | 3,178.76    | 188-0-300-315 | 4037 W HEMLOCK ST   | 4,281.62    |
| 188-0-243-195 | 1456 ESTUARY WAY    | 3,484.24    | 188-0-300-325 | 4047 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-205 | 1446 ESTUARY WAY    | 3,178.76    | 188-0-300-335 | 4057 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-215 | 1436 ESTUARY WAY    | 3,484.24    | 188-0-300-345 | 4067 W HEMLOCK ST   | 4,281.62    |
| 188-0-243-225 | 1426 ESTUARY WAY    | 3,178.76    | 188-0-300-355 | 4077 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-235 | 1416 ESTUARY WAY    | 3,484.24    | 188-0-300-365 | 4107 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-245 | 1406 ESTUARY WAY    | 3,484.24    | 188-0-300-375 | 4117 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-255 | 1366 ESTUARY WAY    | 3,484.24    | 188-0-300-385 | 4127 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-265 | 1356 ESTUARY WAY    | 3,178.76    | 188-0-300-395 | 4137 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-275 | 1346 ESTUARY WAY    | 3,484.24    | 188-0-300-405 | 4147 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-285 | 1336 ESTUARY WAY    | 3,484.24    | 188-0-300-415 | 4157 W HEMLOCK ST   | 4,663.24    |
| 188-0-243-295 | 1326 ESTUARY WAY    | 3,178.76    | 188-0-300-425 | 4167 W HEMLOCK ST   | 4,281.62    |
| 188-0-243-305 | 1316 ESTUARY WAY    | 3,484.24    | 188-0-300-435 | 4177 W HEMLOCK ST   | 4,281.62    |
| 188-0-244-015 | 1477 ESTUARY WAY    | 4,019.08    | 188-0-300-445 | 4181 W HEMLOCK ST   | 4,663.24    |
| 188-0-244-025 | 1467 ESTUARY WAY    | 4,281.62    | 188-0-310-045 | 1651 S VICTORIA AVE | 22,027.38   |
| 188-0-244-035 | 1457 ESTUARY WAY    | 4,281.62    | 188-0-310-055 | NOT AVAILABLE       | 134,987.72  |
| 188-0-244-045 | 1447 ESTUARY WAY    | 4,281.62    | 188-0-320-015 | 1409 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-055 | 1437 ESTUARY WAY    | 4,019.08    | 188-0-320-025 | 1407 WINDSHORE WAY  | 2,490.70    |
| 188-0-244-065 | 1427 ESTUARY WAY    | 4,019.08    | 188-0-320-035 | 1405 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-075 | 1417 ESTUARY WAY    | 4,281.62    | 188-0-320-045 | 1403 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-085 | 1407 ESTUARY WAY    | 4,281.62    | 188-0-320-055 | 1401 WINDSHORE WAY  | 2,490.70    |
| 188-0-244-095 | 1367 ESTUARY WAY    | 4,019.08    | 188-0-320-065 | 1411 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-105 | 1357 ESTUARY WAY    | 4,281.62    | 188-0-320-075 | 1413 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-115 | 1347 ESTUARY WAY    | 4,019.08    | 188-0-320-085 | 1415 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-125 | 1337 ESTUARY WAY    | 4,281.62    | 188-0-320-095 | 1417 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-135 | 1327 ESTUARY WAY    | 4,281.62    | 188-0-320-105 | 1427 WINDSHORE WAY  | 2,490.70    |
| 188-0-244-145 | 1317 ESTUARY WAY    | 4,019.08    | 188-0-320-115 | 1425 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-155 | 1301 ESTUARY WAY    | 4,281.62    | 188-0-320-125 | 1423 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-165 | 4181 ADRIATIC ST    | 4,281.62    | 188-0-320-135 | 1421 WINDSHORE WAY  | 2,490.70    |
| 188-0-244-175 | 4171 ADRIATIC ST    | 4,281.62    | 188-0-320-145 | 1419 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-185 | 4161 ADRIATIC ST    | 4,019.08    | 188-0-320-155 | 1439 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-195 | 4151 ADRIATIC ST    | 4,281.62    | 188-0-320-165 | 1437 WINDSHORE WAY  | 2,490.70    |
| 188-0-244-205 | 4141 ADRIATIC ST    | 4,281.62    | 188-0-320-175 | 1435 WINDSHORE WAY  | 2,009.54    |
| 188-0-244-215 | 4131 ADRIATIC ST    | 4,281.62    | 188-0-320-185 | 1433 WINDSHORE WAY  | 2,009.54    |
| 188-0-245-015 | 4111 ADRIATIC ST    | 4,019.08    | 188-0-320-195 | 1431 WINDSHORE WAY  | 2,490.70    |
| 188-0-245-025 | 4101 ADRIATIC ST    | 4,281.62    | 188-0-320-205 | 1441 WINDSHORE WAY  | 2,009.54    |
| 188-0-245-035 | 4061 ADRIATIC ST    | 4,281.62    | 188-0-320-215 | 1443 WINDSHORE WAY  | 2,009.54    |
| 188-0-245-045 | 4051 ADRIATIC ST    | 4,019.08    | 188-0-320-225 | 1445 WINDSHORE WAY  | 2,009.54    |
| 188-0-245-055 | 4041 ADRIATIC ST    | 4,281.62    | 188-0-320-235 | 1447 WINDSHORE WAY  | 2,009.54    |
| 188-0-245-065 | 4031 ADRIATIC ST    | 4,019.08    | 188-0-320-245 | 1457 WINDSHORE WAY  | 2,490.70    |
| 188-0-245-075 | 4021 ADRIATIC ST    | 4,281.62    | 188-0-320-255 | 1455 WINDSHORE WAY  | 2,009.54    |
| 188-0-245-085 | 4011 ADRIATIC ST    | 4,019.08    | 188-0-320-265 | 1453 WINDSHORE WAY  | 2,009.54    |
| 188-0-245-095 | 4001 ADRIATIC ST    | 4,281.62    | 188-0-320-275 | 1451 WINDSHORE WAY  | 2,490.70    |
| 188-0-250-065 | NOT AVAILABLE       | 88,250.04   | 188-0-320-285 | 1449 WINDSHORE WAY  | 2,009.54    |
| 188-0-250-075 | 3900 TRADEWINDS DR  | 15,224.60   | 188-0-320-295 | 1469 WINDSHORE WAY  | 2,009.54    |
| 188-0-250-205 | 1299 S VICTORIA AVE | 651.86      | 188-0-320-305 | 1467 WINDSHORE WAY  | 2,490.70    |
| 188-0-250-225 | 1201 S VICTORIA AVE | 11,378.68   | 188-0-320-315 | 1465 WINDSHORE WAY  | 2,009.54    |
| 188-0-250-285 | 1291 S VICTORIA AVE | 35,328.32   | 188-0-320-325 | 1463 WINDSHORE WAY  | 2,009.54    |
| 188-0-260-035 | 4154 CARIBBEAN ST   | 4,663.24    | 188-0-320-335 | 1461 WINDSHORE WAY  | 2,490.70    |
| 188-0-260-045 | 4164 CARIBBEAN ST   | 4,281.62    | 188-0-320-345 | 1471 WINDSHORE WAY  | 2,009.54    |
| 188-0-260-055 | 4174 CARIBBEAN ST   | 4,663.24    | 188-0-320-355 | 1473 WINDSHORE WAY  | 2,009.54    |
| 188-0-260-065 | 4184 CARIBBEAN ST   | 4,281.62    | 188-0-320-365 | 1475 WINDSHORE WAY  | 2,009.54    |
| 188-0-260-075 | 4194 CARIBBEAN ST   | 4,663.24    | 188-0-320-375 | 1477 WINDSHORE WAY  | 2,009.54    |
| 188-0-260-085 | 4204 CARIBBEAN ST   | 4,663.24    | 188-0-320-385 | 1487 WINDSHORE WAY  | 2,490.70    |
| 188-0-260-095 | 4214 CARIBBEAN ST   | 4,281.62    | 188-0-320-395 | 1485 WINDSHORE WAY  | 2,009.54    |
| 188-0-260-105 | 1537 ESTUARY WAY    | 4,281.62    | 188-0-320-405 | 1483 WINDSHORE WAY  | 2,009.54    |
| 188-0-260-115 | 1527 ESTUARY WAY    | 4,663.24    | 188-0-320-415 | 1481 WINDSHORE WAY  | 2,490.70    |
| 188-0-260-125 | 1517 ESTUARY WAY    | 4,663.24    | 188-0-320-425 | 1479 WINDSHORE WAY  | 2,009.54    |
| 188-0-260-135 | 1507 ESTUARY WAY    | 4,663.24    | 188-0-330-015 | 1509 WINDSHORE WAY  | 2,009.54    |
| 188-0-260-145 | 1501 ESTUARY WAY    | 4,281.62    | 188-0-330-025 | 1507 WINDSHORE WAY  | 2,490.70    |
| 188-0-271-025 | 4164 BALTIC ST      | 3,484.24    | 188-0-330-035 | 1505 WINDSHORE WAY  | 2,009.54    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 3**  
**(SEABRIDGE AT MANDALAY BAY)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address        | Levy Amount | Parcel No.    | Site Address       | Levy Amount |
|---------------|---------------------|-------------|---------------|--------------------|-------------|
| 188-0-271-035 | 4154 BALTIC ST      | 3,991.76    | 188-0-330-045 | 1503 WINDSHORE WAY | 2,009.54    |
| 188-0-271-045 | 4144 BALTIC ST      | 3,991.76    | 188-0-330-055 | 1501 WINDSHORE WAY | 2,490.70    |
| 188-0-271-065 | 4124 BALTIC ST      | 3,484.24    | 188-0-330-065 | 1511 WINDSHORE WAY | 2,009.54    |
| 188-0-271-075 | 4114 BALTIC ST      | 3,991.76    | 188-0-330-075 | 1513 WINDSHORE WAY | 2,009.54    |
| 188-0-271-085 | 4104 BALTIC ST      | 3,991.76    | 188-0-330-085 | 1515 WINDSHORE WAY | 2,009.54    |
| 188-0-271-095 | 4072 BALTIC ST      | 3,484.24    | 188-0-330-095 | 1517 WINDSHORE WAY | 2,009.54    |
| 188-0-271-105 | 4062 BALTIC ST      | 3,991.76    | 188-0-330-105 | 1527 WINDSHORE WAY | 2,490.70    |
| 188-0-271-115 | 4052 BALTIC ST      | 3,991.76    | 188-0-330-115 | 1525 WINDSHORE WAY | 2,009.54    |
| 188-0-271-125 | 4042 BALTIC ST      | 3,991.76    | 188-0-330-125 | 1523 WINDSHORE WAY | 2,009.54    |
| 188-0-271-135 | 4032 BALTIC ST      | 3,484.24    | 188-0-330-135 | 1521 WINDSHORE WAY | 2,490.70    |
| 188-0-271-145 | 1501 SEABRIDGE LN   | 3,484.24    | 188-0-330-145 | 1519 WINDSHORE WAY | 2,009.54    |
| 188-0-271-155 | 1507 SEABRIDGE LN   | 3,991.76    | 188-0-330-155 | 1539 WINDSHORE WAY | 2,009.54    |
| 188-0-271-165 | 1517 SEABRIDGE LN   | 3,484.24    | 188-0-330-165 | 1537 WINDSHORE WAY | 2,490.70    |
| 188-0-271-175 | 1527 SEABRIDGE LN   | 3,484.24    | 188-0-330-175 | 1535 WINDSHORE WAY | 2,009.54    |
| 188-0-271-185 | 4033 CARIBBEAN ST   | 3,991.76    | 188-0-330-185 | 1533 WINDSHORE WAY | 2,009.54    |
| 188-0-271-195 | 4043 CARIBBEAN ST   | 3,484.24    | 188-0-330-195 | 1531 WINDSHORE WAY | 2,490.70    |
| 188-0-271-205 | 4053 CARIBBEAN ST   | 3,991.76    | 188-0-330-205 | 1541 WINDSHORE WAY | 2,009.54    |
| 188-0-271-215 | 4103 CARIBBEAN ST   | 3,991.76    | 188-0-330-215 | 1543 WINDSHORE WAY | 2,009.54    |
| 188-0-271-225 | 4113 CARIBBEAN ST   | 3,484.24    | 188-0-330-225 | 1545 WINDSHORE WAY | 2,009.54    |
| 188-0-271-235 | 4123 CARIBBEAN ST   | 3,991.76    | 188-0-330-235 | 1547 WINDSHORE WAY | 2,009.54    |
| 188-0-271-245 | 4133 CARIBBEAN ST   | 3,991.76    | 188-0-330-245 | 1557 WINDSHORE WAY | 2,490.70    |
| 188-0-271-255 | 4143 CARIBBEAN ST   | 3,484.24    | 188-0-330-255 | 1555 WINDSHORE WAY | 2,009.54    |
| 188-0-271-265 | 4153 CARIBBEAN ST   | 3,991.76    | 188-0-330-265 | 1553 WINDSHORE WAY | 2,009.54    |
| 188-0-271-275 | 4163 CARIBBEAN ST   | 3,484.24    | 188-0-330-275 | 1551 WINDSHORE WAY | 2,490.70    |
| 188-0-271-285 | 4173 CARIBBEAN ST   | 3,991.76    | 188-0-330-285 | 1549 WINDSHORE WAY | 2,009.54    |
| 188-0-271-295 | 4183 CARIBBEAN ST   | 3,991.76    | 188-0-330-295 | 1569 WINDSHORE WAY | 2,009.54    |
| 188-0-272-015 | 4144 CARIBBEAN ST   | 4,663.24    | 188-0-330-305 | 1567 WINDSHORE WAY | 2,490.70    |
| 188-0-272-025 | 4134 CARIBBEAN WAY  | 4,663.24    | 188-0-330-315 | 1565 WINDSHORE WAY | 2,009.54    |
| 188-0-272-035 | 4124 CARIBBEAN ST   | 4,281.62    | 188-0-330-325 | 1563 WINDSHORE WAY | 2,009.54    |
| 188-0-272-045 | 4114 CARIBBEAN ST   | 4,663.24    | 188-0-330-335 | 1561 WINDSHORE WAY | 2,490.70    |
| 188-0-272-055 | 4104 CARIBBEAN ST   | 4,281.62    | 188-0-330-345 | 1571 WINDSHORE WAY | 2,009.54    |
| 188-0-272-065 | 4054 CARIBBEAN ST   | 4,663.24    | 188-0-330-355 | 1573 WINDSHORE WAY | 2,009.54    |
| 188-0-272-075 | 4044 CARIBBEAN ST   | 4,281.62    | 188-0-330-365 | 1575 WINDSHORE WAY | 2,009.54    |
| 188-0-272-085 | 4034 CARIBBEAN ST   | 4,663.24    | 188-0-330-375 | 1577 WINDSHORE WAY | 2,009.54    |
| 188-0-272-095 | 4024 CARIBBEAN ST   | 4,663.24    | 188-0-330-385 | 1587 WINDSHORE WAY | 2,490.70    |
| 188-0-272-105 | 4014 CARIBBEAN ST   | 4,663.24    | 188-0-330-395 | 1585 WINDSHORE WAY | 2,009.54    |
| 188-0-272-115 | 4004 CARIBBEAN ST   | 4,281.62    | 188-0-330-405 | 1583 WINDSHORE WAY | 2,009.54    |
| 188-0-272-205 | 1601 S VICTORIA AVE | 24,788.98   | 188-0-330-415 | 1581 WINDSHORE WAY | 2,490.70    |
| 188-0-280-015 | 1414 WINDSHORE WAY  | 1,716.74    | 188-0-330-425 | 1579 WINDSHORE WAY | 2,009.54    |
| 188-0-280-025 | 1416 WINDSHORE WAY  | 1,716.74    | 188-0-340-015 | 1500 SEABRIDGE LN  | 2,490.70    |
| 188-0-280-035 | 1418 WINDSHORE WAY  | 2,009.54    | 188-0-340-025 | 1502 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-045 | 1400 WINDSHORE WAY  | 1,716.74    | 188-0-340-035 | 1504 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-055 | 3818 ALEE LN        | 1,716.74    | 188-0-340-045 | 1506 SEABRIDGE LN  | 2,490.70    |
| 188-0-280-065 | 3816 ALEE LN        | 2,009.54    | 188-0-340-055 | 1508 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-075 | 3814 ALEE LN        | 2,009.54    | 188-0-340-065 | 1518 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-085 | 3812 ALEE LN        | 2,009.54    | 188-0-340-075 | 1520 SEABRIDGE LN  | 2,490.70    |
| 188-0-280-095 | 3810 ALEE LN        | 2,009.54    | 188-0-340-085 | 1522 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-105 | 3800 ALEE LN        | 1,716.74    | 188-0-340-095 | 1524 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-115 | 1402 WINDSHORE WAY  | 1,716.74    | 188-0-340-105 | 1526 SEABRIDGE LN  | 2,490.70    |
| 188-0-280-125 | 1406 WINDSHORE WAY  | 2,009.54    | 188-0-340-115 | 1516 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-135 | 1408 WINDSHORE WAY  | 1,716.74    | 188-0-340-125 | 1514 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-145 | 1410 WINDSHORE WAY  | 1,716.74    | 188-0-340-135 | 1512 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-155 | 1428 WINDSHORE WAY  | 1,716.74    | 188-0-340-145 | 1510 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-165 | 1430 WINDSHORE WAY  | 1,716.74    | 188-0-340-155 | 1530 SEABRIDGE LN  | 2,490.70    |
| 188-0-280-175 | 1432 WINDSHORE WAY  | 2,009.54    | 188-0-340-165 | 1532 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-185 | 1434 WINDSHORE WAY  | 1,716.74    | 188-0-340-175 | 1534 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-195 | 1436 WINDSHORE WAY  | 1,716.74    | 188-0-340-185 | 1536 SEABRIDGE LN  | 2,490.70    |
| 188-0-280-205 | 1438 WINDSHORE WAY  | 2,009.54    | 188-0-340-195 | 1538 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-215 | 1440 WINDSHORE WAY  | 2,009.54    | 188-0-340-205 | 1548 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-225 | 1442 WINDSHORE WAY  | 2,009.54    | 188-0-340-215 | 1550 SEABRIDGE LN  | 2,490.70    |
| 188-0-280-235 | 1444 WINDSHORE WAY  | 2,009.54    | 188-0-340-225 | 1552 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-245 | 1446 WINDSHORE WAY  | 1,716.74    | 188-0-340-235 | 1554 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-255 | 1448 WINDSHORE WAY  | 1,716.74    | 188-0-340-245 | 1556 SEABRIDGE LN  | 2,490.70    |
| 188-0-280-265 | 1420 WINDSHORE WAY  | 2,009.54    | 188-0-340-255 | 1546 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-275 | 1422 WINDSHORE WAY  | 1,716.74    | 188-0-340-265 | 1544 SEABRIDGE LN  | 2,009.54    |
| 188-0-280-285 | 1424 WINDSHORE WAY  | 1,716.74    | 188-0-340-275 | 1542 SEABRIDGE LN  | 2,009.54    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 3**  
**(SEABRIDGE AT MANDALAY BAY)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address       | Levy Amount | Parcel No.    | Site Address        | Levy Amount           |
|---------------|--------------------|-------------|---------------|---------------------|-----------------------|
| 188-0-280-295 | 1524 WINDSHORE WAY | 1,716.74    | 188-0-340-285 | 1540 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-305 | 1526 WINDSHORE WAY | 1,716.74    | 188-0-340-295 | 1560 SEABRIDGE LN   | 2,490.70              |
| 188-0-280-315 | 1528 WINDSHORE WAY | 2,009.54    | 188-0-340-305 | 1562 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-325 | 1500 WINDSHORE WAY | 1,716.74    | 188-0-340-315 | 1564 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-335 | 1502 WINDSHORE WAY | 1,716.74    | 188-0-340-325 | 1566 SEABRIDGE LN   | 2,490.70              |
| 188-0-280-345 | 1504 WINDSHORE WAY | 2,009.54    | 188-0-340-335 | 1568 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-355 | 1506 WINDSHORE WAY | 2,009.54    | 188-0-340-345 | 1578 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-365 | 1508 WINDSHORE WAY | 2,009.54    | 188-0-340-355 | 1580 SEABRIDGE LN   | 2,490.70              |
| 188-0-280-375 | 1510 WINDSHORE WAY | 2,009.54    | 188-0-340-365 | 1582 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-385 | 1512 WINDSHORE WAY | 1,716.74    | 188-0-340-375 | 1584 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-395 | 1514 WINDSHORE WAY | 1,716.74    | 188-0-340-385 | 1586 SEABRIDGE LN   | 2,490.70              |
| 188-0-280-405 | 1516 WINDSHORE WAY | 2,009.54    | 188-0-350-395 | 1576 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-415 | 1518 WINDSHORE WAY | 1,716.74    | 188-0-340-405 | 1574 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-425 | 1520 WINDSHORE WAY | 1,716.74    | 188-0-340-415 | 1572 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-435 | 1538 WINDSHORE WAY | 1,716.74    | 188-0-340-425 | 1570 SEABRIDGE LN   | 2,009.54              |
| 188-0-280-445 | 1540 WINDSHORE WAY | 1,716.74    | 188-0-350-065 | 1901 S VICTORIA AVE | 1,447.36              |
| 188-0-280-455 | 1542 WINDSHORE WAY | 2,009.54    | 188-0-350-075 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-280-465 | 1544 WINDSHORE WAY | 1,716.74    | 188-0-350-085 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-280-475 | 1546 WINDSHORE WAY | 1,716.74    | 188-0-350-095 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-280-485 | 1548 WINDSHORE WAY | 2,009.54    | 188-0-350-105 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-280-495 | 1550 WINDSHORE WAY | 2,009.54    | 188-0-350-115 | 1901 S VICTORIA AVE | 1,447.36              |
| 188-0-280-505 | 1552 WINDSHORE WAY | 2,009.54    | 188-0-350-125 | 1901 S VICTORIA AVE | 1,447.36              |
| 188-0-280-515 | 1554 WINDSHORE WAY | 2,009.54    | 188-0-350-135 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-280-525 | 1556 WINDSHORE WAY | 1,716.74    | 188-0-350-145 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-280-535 | 1558 WINDSHORE WAY | 1,716.74    | 188-0-350-155 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-280-545 | 1530 WINDSHORE WAY | 2,009.54    | 188-0-350-165 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-280-555 | 1532 WINDSHORE WAY | 1,716.74    | 188-0-350-175 | 1901 S VICTORIA AVE | 1,447.36              |
| 188-0-280-565 | 1534 WINDSHORE WAY | 1,716.74    | 188-0-350-235 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-025 | 4071 FARRALON WAY  | 4,663.24    | 188-0-350-245 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-291-035 | 4061 FARRALON WAY  | 4,663.24    | 188-0-350-255 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-045 | 4051 FARRALON WAY  | 4,663.24    | 188-0-350-265 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-055 | 4041 FARRALON WAY  | 4,663.24    | 188-0-350-275 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-065 | 4031 FARRALON WAY  | 4,663.24    | 188-0-350-285 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-075 | 4021 FARRALON WAY  | 4,281.62    | 188-0-350-295 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-291-085 | 4011 FARRALON WAY  | 4,663.24    | 188-0-350-305 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-291-095 | 4001 FARRALON WAY  | 4,663.24    | 188-0-350-315 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-105 | 1702 ALEUTIAN WAY  | 4,663.24    | 188-0-350-325 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-115 | 1712 ALEUTIAN WAY  | 4,663.24    | 188-0-350-335 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-125 | 1724 ALEUTIAN WAY  | 4,663.24    | 188-0-350-345 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-135 | 1734 ALEUTIAN WAY  | 4,663.24    | 188-0-350-355 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-291-145 | 1744 ALEUTIAN WAY  | 4,281.62    | 188-0-350-365 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-291-155 | 1800 ALEUTIAN WAY  | 4,663.24    | 188-0-350-375 | 1901 S VICTORIA AVE | 1,447.36              |
| 188-0-291-165 | 1804 ALEUTIAN WAY  | 4,663.24    | 188-0-350-385 | 1901 S VICTORIA AVE | 1,447.36              |
| 188-0-291-175 | 1814 ALEUTIAN WAY  | 4,663.24    | 188-0-350-395 | 1901 S VICTORIA AVE | 1,447.36              |
| 188-0-291-185 | 1824 ALEUTIAN WAY  | 4,281.62    | 188-0-350-405 | 1901 S VICTORIA AVE | 1,447.36              |
| 188-0-292-015 | 4082 FARRALON WAY  | 3,484.24    | 188-0-350-415 | 1901 S VICTORIA AVE | 1,716.74              |
| 188-0-292-025 | 4072 FARRALON WAY  | 3,178.76    | 188-0-350-425 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-292-035 | 4062 FARRALON WAY  | 3,484.24    | 188-0-350-435 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-292-045 | 4052 FARRALON WAY  | 3,484.24    | 188-0-350-445 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-292-055 | 4042 FARRALON WAY  | 3,484.24    | 188-0-350-455 | 1901 S VICTORIA AVE | 2,009.54              |
| 188-0-292-065 | 4032 FARRALON WAY  | 3,178.76    | <b>Total</b>  | <b>497 Parcels</b>  | <b>\$1,822,957.20</b> |

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
 OXNARD ACTING AS THE LEGISLATIVE BODY OF  
 COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT  
 MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING  
 THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY  
 FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY  
 BAY) FOR THE FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 4 (Seabridge at Mandalay Bay) of the City of Oxnard (“CFD No. 4”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 4, is authorized pursuant to Resolution No. 12,739 (the “Resolution of Formation”) and Ordinance No. 2677 adopted by the City Council on December 14, 2004, (the “Ordinance”) to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2017-2018 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2017-2018 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 4 entitled “City of Oxnard Community Facilities District No. 4 (Seabridge at Mandalay Bay) Fiscal Year 2017-2018 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2017-2018, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED this \_\_ day of \_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Tim Flynn  
Mayor of the City Council of the City of Oxnard, acting  
on behalf of Community Facilities District No. 4  
(Seabridge at Mandalay Bay) of the City of Oxnard

ATTEST:

---

Michelle Ascencion  
City Clerk of the City of Oxnard

(SEAL)

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney



STATE OF CALIFORNIA     )  
                                           )  
 COUNTY OF VENTURA     )     ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. \_\_\_\_ of said City Council, and that the same has not been amended or repealed.

DATED: \_\_\_\_\_, 2017

\_\_\_\_\_  
 City Clerk of the City Council of the City of Oxnard

(SEAL)

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 4**  
**(SEABRIDGE AT MANDALAY BAY)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address      | Levy Amount | Parcel No.    | Site Address           | Levy Amount |
|---------------|-------------------|-------------|---------------|------------------------|-------------|
| 188-0-241-015 | NOT AVAILABLE     | \$2,853.68  | 188-0-292-055 | 4042 FARRALON WAY      | \$2,853.68  |
| 188-0-241-025 | NOT AVAILABLE     | 2,853.68    | 188-0-292-065 | 4032 FARRALON WAY      | 2,607.96    |
| 188-0-241-035 | NOT AVAILABLE     | 2,607.96    | 188-0-292-075 | 4022 FARRALON WAY      | 2,853.68    |
| 188-0-241-045 | NOT AVAILABLE     | 2,853.68    | 188-0-292-085 | 4012 FARRALON WAY      | 2,853.68    |
| 188-0-241-055 | NOT AVAILABLE     | 2,853.68    | 188-0-292-095 | 4002 FARRALON WAY      | 2,607.96    |
| 188-0-241-065 | NOT AVAILABLE     | 2,853.68    | 188-0-292-105 | 4003 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-075 | NOT AVAILABLE     | 2,853.68    | 188-0-292-115 | 4013 GALAPAGOS WAY     | 2,607.96    |
| 188-0-241-085 | NOT AVAILABLE     | 2,853.68    | 188-0-292-125 | 4023 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-095 | 1411 SEABRIDGE LN | 2,853.68    | 188-0-292-135 | 4033 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-105 | 1421 SEABRIDGE LN | 2,853.68    | 188-0-292-145 | 4043 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-115 | 1431 SEABRIDGE LN | 2,853.68    | 188-0-292-155 | 4053 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-125 | 1441 SEABRIDGE LN | 2,607.96    | 188-0-292-165 | 4063 GALAPAGOS WAY     | 2,607.96    |
| 188-0-241-135 | 1451 SEABRIDGE LN | 2,853.68    | 188-0-292-175 | 4073 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-145 | 1461 SEABRIDGE LN | 2,607.96    | 188-0-292-185 | 4103 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-155 | 1462 CASPIAN WAY  | 2,853.68    | 188-0-292-195 | 4113 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-165 | 1452 CASPIAN WAY  | 2,853.68    | 188-0-292-205 | 4123 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-175 | 1442 CASPIAN WAY  | 2,853.68    | 188-0-293-015 | 4134 GALAPAGOS WAY     | 2,607.96    |
| 188-0-241-185 | 1432 CASPIAN WAY  | 2,607.96    | 188-0-293-025 | 4124 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-195 | 1422 CASPIAN WAY  | 2,853.68    | 188-0-293-035 | 4114 GALAPOGOS WAY     | 2,853.68    |
| 188-0-241-205 | 1412 CASPIAN WAY  | 2,607.96    | 188-0-293-045 | 4104 GALAPAGOS WAY     | 2,607.96    |
| 188-0-241-215 | 1402 CASPIAN WAY  | 2,853.68    | 188-0-293-055 | 4084 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-225 | 1362 CASPIAN WAY  | 2,853.68    | 188-0-293-065 | 4074 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-235 | 1352 CASPIAN WAY  | 2,853.68    | 188-0-293-075 | 4064 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-245 | 1342 CASPIAN WAY  | 2,607.96    | 188-0-293-085 | 4054 GALAPAGOS WAY     | 2,607.96    |
| 188-0-241-255 | 1332 CASPIAN WAY  | 2,853.68    | 188-0-293-095 | 4044 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-265 | 1322 CASPIAN WAY  | 2,607.96    | 188-0-293-105 | 4030 GALAPAGOS WAY     | 2,853.68    |
| 188-0-241-275 | 1312 CASPIAN WAY  | 2,607.96    | 188-0-293-115 | 4020 GALAPAGOS WAY     | 2,607.96    |
| 188-0-241-285 | 1302 CASPIAN WAY  | 2,853.68    | 188-0-293-125 | 4014 GALAPAGOS WAY     | 2,853.68    |
| 188-0-242-015 | 1303 CASPIAN WAY  | 2,607.96    | 188-0-293-135 | 4004 GALAPAGOS WAY     | 2,853.68    |
| 188-0-242-025 | 1313 CASPIAN WAY  | 2,853.68    | 188-0-293-145 | 4005 HARBOUR ISLAND LN | 2,607.96    |
| 188-0-242-035 | 1323 CASPIAN WAY  | 2,607.96    | 188-0-293-155 | 4015 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-045 | 1333 CASPIAN WAY  | 2,853.68    | 188-0-293-165 | 4025 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-055 | 1343 CASPIAN WAY  | 2,853.68    | 188-0-293-175 | 4035 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-065 | 1353 CASPIAN WAY  | 2,853.68    | 188-0-293-185 | 4045 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-075 | 1363 CASPIAN WAY  | 2,607.96    | 188-0-293-195 | 4055 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-085 | 1403 CASPIAN WAY  | 2,853.68    | 188-0-293-205 | 4065 HARBOUR ISLAND LN | 2,607.96    |
| 188-0-242-095 | 1413 CASPIAN WAY  | 2,853.68    | 188-0-293-215 | 4075 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-105 | 1423 CASPIAN WAY  | 2,853.68    | 188-0-293-225 | 4085 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-115 | 1433 CASPIAN WAY  | 2,853.68    | 188-0-293-235 | 4105 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-125 | 1443 CASPIAN WAY  | 2,607.96    | 188-0-293-245 | 4115 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-135 | 1453 CASPIAN WAY  | 2,853.68    | 188-0-293-255 | 4125 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-145 | 1463 CASPIAN WAY  | 2,853.68    | 188-0-293-265 | 4135 HARBOUR ISLAND LN | 2,607.96    |
| 188-0-242-155 | 1464 DONEGAL WAY  | 2,853.68    | 188-0-293-275 | 4145 HARBOUR ISLAND LN | 2,853.68    |
| 188-0-242-165 | 1454 DONEGAL WAY  | 2,607.96    | 188-0-300-015 | 4146 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-242-175 | 1444 DONEGAL WAY  | 2,853.68    | 188-0-300-025 | 4136 HARBOUR ISLAND LN | 3,496.98    |
| 188-0-242-185 | 1434 DONEGAL WAY  | 2,607.96    | 188-0-300-035 | 4126 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-242-195 | 1424 DONEGAL WAY  | 2,853.68    | 188-0-300-045 | 4116 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-242-205 | 1414 DONEGAL WAY  | 2,607.96    | 188-0-300-055 | 4106 HARBOUR ISLAND LN | 3,496.98    |
| 188-0-242-215 | 1404 DONEGAL WAY  | 2,853.68    | 188-0-300-065 | 4076 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-242-225 | 1364 DONEGAL WAY  | 2,853.68    | 188-0-300-075 | 4066 HARBOUR ISLAND LN | 3,496.98    |
| 188-0-242-235 | 1354 DONEGAL WAY  | 2,607.96    | 188-0-300-085 | 4056 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-242-245 | 1344 DONEGAL WAY  | 2,607.96    | 188-0-300-095 | 4046 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-242-255 | 1334 DONEGAL WAY  | 2,853.68    | 188-0-300-105 | 4036 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-242-265 | 1324 DONEGAL WAY  | 2,853.68    | 188-0-300-115 | 4026 HARBOUR ISLAND LN | 3,496.98    |
| 188-0-242-275 | 1314 DONEGAL WAY  | 2,607.96    | 188-0-300-125 | 4016 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-242-285 | 1304 DONEGAL WAY  | 2,853.68    | 188-0-300-135 | 4006 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-243-015 | 1305 DONEGAL WAY  | 2,607.96    | 188-0-300-145 | 3976 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-243-025 | 1315 DONEGAL WAY  | 2,853.68    | 188-0-300-155 | 3966 HARBOUR ISLAND LN | 3,496.98    |
| 188-0-243-035 | 1325 DONEGAL WAY  | 2,607.96    | 188-0-300-165 | 3956 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-243-045 | 1335 DONEGAL WAY  | 2,853.68    | 188-0-300-175 | 3946 HARBOUR ISLAND LN | 3,804.14    |
| 188-0-243-055 | 1345 DONEGAL WAY  | 2,853.68    | 188-0-300-185 | 1911 NAPOLI DR         | 3,804.14    |
| 188-0-243-065 | 1355 DONEGAL WAY  | 2,853.68    | 188-0-300-195 | 1921 NAPOLI DR         | 3,804.14    |
| 188-0-243-075 | 1365 DONEGAL WAY  | 2,607.96    | 188-0-300-205 | 3907 W HEMLOCK ST      | 3,804.14    |
| 188-0-243-085 | 1405 DONEGAL WAY  | 2,853.68    | 188-0-300-215 | 3917 W HEMLOCK ST      | 3,496.98    |
| 188-0-243-095 | 1415 DONEGAL WAY  | 2,853.68    | 188-0-300-225 | 3927 W HEMLOCK ST      | 3,804.14    |
| 188-0-243-105 | 1425 DONEGAL WAY  | 2,853.68    | 188-0-300-235 | 3937 W HEMLOCK ST      | 3,804.14    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 4**  
**(SEABRIDGE AT MANDALAY BAY)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address        | Levy Amount | Parcel No.    | Site Address        | Levy Amount |
|---------------|---------------------|-------------|---------------|---------------------|-------------|
| 188-0-243-115 | 1435 DONEGAL WAY    | 2,853.68    | 188-0-300-245 | 3947 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-125 | 1445 DONEGAL WAY    | 2,607.96    | 188-0-300-255 | 3957 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-135 | 1455 DONEGAL WAY    | 2,853.68    | 188-0-300-265 | 3967 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-145 | 1465 DONEGAL WAY    | 2,607.96    | 188-0-300-275 | 3977 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-155 | 1475 DONEGAL WAY    | 2,853.68    | 188-0-300-285 | 4007 W HEMLOCK ST   | 3,496.98    |
| 188-0-243-165 | 1486 ESTUARY WAY    | 2,607.96    | 188-0-300-295 | 4017 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-175 | 1476 ESTUARY WAY    | 2,853.68    | 188-0-300-305 | 4027 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-185 | 1466 ESTUARY WAY    | 2,607.96    | 188-0-300-315 | 4037 W HEMLOCK ST   | 3,496.98    |
| 188-0-243-195 | 1456 ESTUARY WAY    | 2,853.68    | 188-0-300-325 | 4047 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-205 | 1446 ESTUARY WAY    | 2,607.96    | 188-0-300-335 | 4057 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-215 | 1436 ESTUARY WAY    | 2,853.68    | 188-0-300-345 | 4067 W HEMLOCK ST   | 3,496.98    |
| 188-0-243-225 | 1426 ESTUARY WAY    | 2,607.96    | 188-0-300-355 | 4077 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-235 | 1416 ESTUARY WAY    | 2,853.68    | 188-0-300-365 | 4107 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-245 | 1406 ESTUARY WAY    | 2,853.68    | 188-0-300-375 | 4117 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-255 | 1366 ESTUARY WAY    | 2,853.68    | 188-0-300-385 | 4127 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-265 | 1356 ESTUARY WAY    | 2,607.96    | 188-0-300-395 | 4137 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-275 | 1346 ESTUARY WAY    | 2,853.68    | 188-0-300-405 | 4147 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-285 | 1336 ESTUARY WAY    | 2,853.68    | 188-0-300-415 | 4157 W HEMLOCK ST   | 3,804.14    |
| 188-0-243-295 | 1326 ESTUARY WAY    | 2,607.96    | 188-0-300-425 | 4167 W HEMLOCK ST   | 3,496.98    |
| 188-0-243-305 | 1316 ESTUARY WAY    | 2,853.68    | 188-0-300-435 | 4177 W HEMLOCK ST   | 3,496.98    |
| 188-0-244-015 | 1477 ESTUARY WAY    | 3,284.88    | 188-0-300-445 | 4181 W HEMLOCK ST   | 3,804.14    |
| 188-0-244-025 | 1467 ESTUARY WAY    | 3,496.98    | 188-0-310-045 | 1651 S VICTORIA AVE | 18,205.40   |
| 188-0-244-035 | 1457 ESTUARY WAY    | 3,496.98    | 188-0-310-055 | NOT AVAILABLE       | 112,178.28  |
| 188-0-244-045 | 1447 ESTUARY WAY    | 3,496.98    | 188-0-320-015 | 1409 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-055 | 1437 ESTUARY WAY    | 3,284.88    | 188-0-320-025 | 1407 WINDSHORE WAY  | 2,052.74    |
| 188-0-244-065 | 1427 ESTUARY WAY    | 3,284.88    | 188-0-320-035 | 1405 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-075 | 1417 ESTUARY WAY    | 3,496.98    | 188-0-320-045 | 1403 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-085 | 1407 ESTUARY WAY    | 3,496.98    | 188-0-320-055 | 1401 WINDSHORE WAY  | 2,052.74    |
| 188-0-244-095 | 1367 ESTUARY WAY    | 3,284.88    | 188-0-320-065 | 1411 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-105 | 1357 ESTUARY WAY    | 3,496.98    | 188-0-320-075 | 1413 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-115 | 1347 ESTUARY WAY    | 3,284.88    | 188-0-320-085 | 1415 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-125 | 1337 ESTUARY WAY    | 3,496.98    | 188-0-320-095 | 1417 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-135 | 1327 ESTUARY WAY    | 3,496.98    | 188-0-320-105 | 1427 WINDSHORE WAY  | 2,052.74    |
| 188-0-244-145 | 1317 ESTUARY WAY    | 3,284.88    | 188-0-320-115 | 1425 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-155 | 1301 ESTUARY WAY    | 3,496.98    | 188-0-320-125 | 1423 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-165 | 4181 ADRIATIC ST    | 3,496.98    | 188-0-320-135 | 1421 WINDSHORE WAY  | 2,052.74    |
| 188-0-244-175 | 4171 ADRIATIC ST    | 3,496.98    | 188-0-320-145 | 1419 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-185 | 4161 ADRIATIC ST    | 3,284.88    | 188-0-320-155 | 1439 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-195 | 4151 ADRIATIC ST    | 3,496.98    | 188-0-320-165 | 1437 WINDSHORE WAY  | 2,052.74    |
| 188-0-244-205 | 4141 ADRIATIC ST    | 3,496.98    | 188-0-320-175 | 1435 WINDSHORE WAY  | 1,665.62    |
| 188-0-244-215 | 4131 ADRIATIC ST    | 3,496.98    | 188-0-320-185 | 1433 WINDSHORE WAY  | 1,665.62    |
| 188-0-245-015 | 4111 ADRIATIC ST    | 3,284.88    | 188-0-320-195 | 1431 WINDSHORE WAY  | 2,052.74    |
| 188-0-245-025 | 4101 ADRIATIC ST    | 3,496.98    | 188-0-320-205 | 1441 WINDSHORE WAY  | 1,665.62    |
| 188-0-245-035 | 4061 ADRIATIC ST    | 3,496.98    | 188-0-320-215 | 1443 WINDSHORE WAY  | 1,665.62    |
| 188-0-245-045 | 4051 ADRIATIC ST    | 3,284.88    | 188-0-320-225 | 1445 WINDSHORE WAY  | 1,665.62    |
| 188-0-245-055 | 4041 ADRIATIC ST    | 3,496.98    | 188-0-320-235 | 1447 WINDSHORE WAY  | 1,665.62    |
| 188-0-245-065 | 4031 ADRIATIC ST    | 3,284.88    | 188-0-320-245 | 1457 WINDSHORE WAY  | 2,052.74    |
| 188-0-245-075 | 4021 ADRIATIC ST    | 3,496.98    | 188-0-320-255 | 1455 WINDSHORE WAY  | 1,665.62    |
| 188-0-245-085 | 4011 ADRIATIC ST    | 3,284.88    | 188-0-320-265 | 1453 WINDSHORE WAY  | 1,665.62    |
| 188-0-245-095 | 4001 ADRIATIC ST    | 3,496.98    | 188-0-320-275 | 1451 WINDSHORE WAY  | 2,052.74    |
| 188-0-250-065 | NOT AVAILABLE       | 73,053.06   | 188-0-320-285 | 1449 WINDSHORE WAY  | 1,665.62    |
| 188-0-250-075 | 3900 TRADEWINDS DR  | 12,582.98   | 188-0-320-295 | 1469 WINDSHORE WAY  | 1,665.62    |
| 188-0-250-205 | 1299 S VICTORIA AVE | 538.76      | 188-0-320-305 | 1467 WINDSHORE WAY  | 2,052.74    |
| 188-0-250-225 | 1201 S VICTORIA AVE | 9,404.36    | 188-0-320-315 | 1465 WINDSHORE WAY  | 1,665.62    |
| 188-0-250-285 | 1291 S VICTORIA AVE | 29,198.48   | 188-0-320-325 | 1463 WINDSHORE WAY  | 1,665.62    |
| 188-0-260-035 | 4154 CARIBBEAN ST   | 3,804.14    | 188-0-320-335 | 1461 WINDSHORE WAY  | 2,052.74    |
| 188-0-260-045 | 4164 CARIBBEAN ST   | 3,496.98    | 188-0-320-345 | 1471 WINDSHORE WAY  | 1,665.62    |
| 188-0-260-055 | 4174 CARIBBEAN ST   | 3,804.14    | 188-0-320-355 | 1473 WINDSHORE WAY  | 1,665.62    |
| 188-0-260-065 | 4184 CARIBBEAN ST   | 3,496.98    | 188-0-320-365 | 1475 WINDSHORE WAY  | 1,665.62    |
| 188-0-260-075 | 4194 CARIBBEAN ST   | 3,804.14    | 188-0-320-375 | 1477 WINDSHORE WAY  | 1,665.62    |
| 188-0-260-085 | 4204 CARIBBEAN ST   | 3,804.14    | 188-0-320-385 | 1487 WINDSHORE WAY  | 2,052.74    |
| 188-0-260-095 | 4214 CARIBBEAN ST   | 3,496.98    | 188-0-320-395 | 1485 WINDSHORE WAY  | 1,665.62    |
| 188-0-260-105 | 1537 ESTUARY WAY    | 3,496.98    | 188-0-320-405 | 1483 WINDSHORE WAY  | 1,665.62    |
| 188-0-260-115 | 1527 ESTUARY WAY    | 3,804.14    | 188-0-320-415 | 1481 WINDSHORE WAY  | 2,052.74    |
| 188-0-260-125 | 1517 ESTUARY WAY    | 3,804.14    | 188-0-320-425 | 1479 WINDSHORE WAY  | 1,665.62    |
| 188-0-260-135 | 1507 ESTUARY WAY    | 3,804.14    | 188-0-330-015 | 1509 WINDSHORE WAY  | 1,665.62    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 4**  
**(SEABRIDGE AT MANDALAY BAY)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.    | Site Address        | Levy Amount | Parcel No.    | Site Address       | Levy Amount |
|---------------|---------------------|-------------|---------------|--------------------|-------------|
| 188-0-260-145 | 1501 ESTUARY WAY    | 3,496.98    | 188-0-330-025 | 1507 WINDSHORE WAY | 2,052.74    |
| 188-0-271-015 | 4174 BALTIC ST      | 3,262.84    | 188-0-330-035 | 1505 WINDSHORE WAY | 1,665.62    |
| 188-0-271-025 | 4164 BALTIC ST      | 2,853.68    | 188-0-330-045 | 1503 WINDSHORE WAY | 1,665.62    |
| 188-0-271-035 | 4154 BALTIC ST      | 3,262.84    | 188-0-330-055 | 1501 WINDSHORE WAY | 2,052.74    |
| 188-0-271-045 | 4144 BALTIC ST      | 3,262.84    | 188-0-330-065 | 1511 WINDSHORE WAY | 1,665.62    |
| 188-0-271-055 | 4134 BALTIC ST      | 3,262.84    | 188-0-330-075 | 1513 WINDSHORE WAY | 1,665.62    |
| 188-0-271-065 | 4124 BALTIC ST      | 2,853.68    | 188-0-330-085 | 1515 WINDSHORE WAY | 1,665.62    |
| 188-0-271-075 | 4114 BALTIC ST      | 3,262.84    | 188-0-330-095 | 1517 WINDSHORE WAY | 1,665.62    |
| 188-0-271-085 | 4104 BALTIC ST      | 3,262.84    | 188-0-330-105 | 1527 WINDSHORE WAY | 2,052.74    |
| 188-0-271-095 | 4072 BALTIC ST      | 2,853.68    | 188-0-330-115 | 1525 WINDSHORE WAY | 1,665.62    |
| 188-0-271-105 | 4062 BALTIC ST      | 3,262.84    | 188-0-330-125 | 1523 WINDSHORE WAY | 1,665.62    |
| 188-0-271-115 | 4052 BALTIC ST      | 3,262.84    | 188-0-330-135 | 1521 WINDSHORE WAY | 2,052.74    |
| 188-0-271-125 | 4042 BALTIC ST      | 3,262.84    | 188-0-330-145 | 1519 WINDSHORE WAY | 1,665.62    |
| 188-0-271-135 | 4032 BALTIC ST      | 2,853.68    | 188-0-330-155 | 1539 WINDSHORE WAY | 1,665.62    |
| 188-0-271-145 | 1501 SEABRIDGE LN   | 2,853.68    | 188-0-330-165 | 1537 WINDSHORE WAY | 2,052.74    |
| 188-0-271-155 | 1507 SEABRIDGE LN   | 3,262.84    | 188-0-330-175 | 1535 WINDSHORE WAY | 1,665.62    |
| 188-0-271-165 | 1517 SEABRIDGE LN   | 2,853.68    | 188-0-330-185 | 1533 WINDSHORE WAY | 1,665.62    |
| 188-0-271-175 | 1527 SEABRIDGE LN   | 2,853.68    | 188-0-330-195 | 1531 WINDSHORE WAY | 2,052.74    |
| 188-0-271-185 | 4033 CARIBBEAN ST   | 3,262.84    | 188-0-330-205 | 1541 WINDSHORE WAY | 1,665.62    |
| 188-0-271-195 | 4043 CARIBBEAN ST   | 2,853.68    | 188-0-330-215 | 1543 WINDSHORE WAY | 1,665.62    |
| 188-0-271-205 | 4053 CARIBBEAN ST   | 3,262.84    | 188-0-330-225 | 1545 WINDSHORE WAY | 1,665.62    |
| 188-0-271-215 | 4103 CARIBBEAN ST   | 3,262.84    | 188-0-330-235 | 1547 WINDSHORE WAY | 1,665.62    |
| 188-0-271-225 | 4113 CARIBBEAN ST   | 2,853.68    | 188-0-330-245 | 1557 WINDSHORE WAY | 2,052.74    |
| 188-0-271-235 | 4123 CARIBBEAN ST   | 3,262.84    | 188-0-330-255 | 1555 WINDSHORE WAY | 1,665.62    |
| 188-0-271-245 | 4133 CARIBBEAN ST   | 3,262.84    | 188-0-330-265 | 1553 WINDSHORE WAY | 1,665.62    |
| 188-0-271-255 | 4143 CARIBBEAN ST   | 2,853.68    | 188-0-330-275 | 1551 WINDSHORE WAY | 2,052.74    |
| 188-0-271-265 | 4153 CARIBBEAN ST   | 3,262.84    | 188-0-330-285 | 1549 WINDSHORE WAY | 1,665.62    |
| 188-0-271-275 | 4163 CARIBBEAN ST   | 2,853.68    | 188-0-330-295 | 1569 WINDSHORE WAY | 1,665.62    |
| 188-0-271-285 | 4173 CARIBBEAN ST   | 3,262.84    | 188-0-330-305 | 1567 WINDSHORE WAY | 2,052.74    |
| 188-0-271-295 | 4183 CARIBBEAN ST   | 3,262.84    | 188-0-330-315 | 1565 WINDSHORE WAY | 1,665.62    |
| 188-0-272-015 | 4144 CARIBBEAN ST   | 3,804.14    | 188-0-330-325 | 1563 WINDSHORE WAY | 1,665.62    |
| 188-0-272-025 | 4134 CARIBBEAN WAY  | 3,804.14    | 188-0-330-335 | 1561 WINDSHORE WAY | 2,052.74    |
| 188-0-272-035 | 4124 CARIBBEAN ST   | 3,496.98    | 188-0-330-345 | 1571 WINDSHORE WAY | 1,665.62    |
| 188-0-272-045 | 4114 CARIBBEAN ST   | 3,804.14    | 188-0-330-355 | 1573 WINDSHORE WAY | 1,665.62    |
| 188-0-272-055 | 4104 CARIBBEAN ST   | 3,496.98    | 188-0-330-365 | 1575 WINDSHORE WAY | 1,665.62    |
| 188-0-272-065 | 4054 CARIBBEAN ST   | 3,804.14    | 188-0-330-375 | 1577 WINDSHORE WAY | 1,665.62    |
| 188-0-272-075 | 4044 CARIBBEAN ST   | 3,496.98    | 188-0-330-385 | 1587 WINDSHORE WAY | 2,052.74    |
| 188-0-272-085 | 4034 CARIBBEAN ST   | 3,804.14    | 188-0-330-395 | 1585 WINDSHORE WAY | 1,665.62    |
| 188-0-272-095 | 4024 CARIBBEAN ST   | 3,804.14    | 188-0-330-405 | 1583 WINDSHORE WAY | 1,665.62    |
| 188-0-272-105 | 4014 CARIBBEAN ST   | 3,804.14    | 188-0-330-415 | 1581 WINDSHORE WAY | 2,052.74    |
| 188-0-272-115 | 4004 CARIBBEAN ST   | 3,496.98    | 188-0-330-425 | 1579 WINDSHORE WAY | 1,665.62    |
| 188-0-272-205 | 1601 S VICTORIA AVE | 20,487.82   | 188-0-340-015 | 1500 SEABRIDGE LN  | 2,052.74    |
| 188-0-280-015 | 1414 WINDSHORE WAY  | 1,428.00    | 188-0-340-025 | 1502 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-025 | 1416 WINDSHORE WAY  | 1,428.00    | 188-0-340-035 | 1504 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-035 | 1418 WINDSHORE WAY  | 1,665.62    | 188-0-340-045 | 1506 SEABRIDGE LN  | 2,052.74    |
| 188-0-280-045 | 1400 WINDSHORE WAY  | 1,428.00    | 188-0-340-055 | 1508 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-055 | 3818 ALEE LN        | 1,428.00    | 188-0-340-065 | 1518 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-065 | 3816 ALEE LN        | 1,665.62    | 188-0-340-075 | 1520 SEABRIDGE LN  | 2,052.74    |
| 188-0-280-075 | 3814 ALEE LN        | 1,665.62    | 188-0-340-085 | 1522 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-085 | 3812 ALEE LN        | 1,665.62    | 188-0-340-095 | 1524 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-095 | 3810 ALEE LN        | 1,665.62    | 188-0-340-105 | 1526 SEABRIDGE LN  | 2,052.74    |
| 188-0-280-105 | 3800 ALEE LN        | 1,428.00    | 188-0-340-115 | 1516 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-115 | 1402 WINDSHORE WAY  | 1,428.00    | 188-0-340-125 | 1514 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-125 | 1406 WINDSHORE WAY  | 1,665.62    | 188-0-340-135 | 1512 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-135 | 1408 WINDSHORE WAY  | 1,428.00    | 188-0-340-145 | 1510 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-145 | 1410 WINDSHORE WAY  | 1,428.00    | 188-0-340-155 | 1530 SEABRIDGE LN  | 2,052.74    |
| 188-0-280-155 | 1428 WINDSHORE WAY  | 1,428.00    | 188-0-340-165 | 1532 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-165 | 1430 WINDSHORE WAY  | 1,428.00    | 188-0-340-175 | 1534 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-175 | 1432 WINDSHORE WAY  | 1,665.62    | 188-0-340-185 | 1536 SEABRIDGE LN  | 2,052.74    |
| 188-0-280-185 | 1434 WINDSHORE WAY  | 1,428.00    | 188-0-340-195 | 1538 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-195 | 1436 WINDSHORE WAY  | 1,428.00    | 188-0-340-205 | 1548 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-205 | 1438 WINDSHORE WAY  | 1,665.62    | 188-0-340-215 | 1550 SEABRIDGE LN  | 2,052.74    |
| 188-0-280-215 | 1440 WINDSHORE WAY  | 1,665.62    | 188-0-340-225 | 1552 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-225 | 1442 WINDSHORE WAY  | 1,665.62    | 188-0-340-235 | 1554 SEABRIDGE LN  | 1,665.62    |
| 188-0-280-235 | 1444 WINDSHORE WAY  | 1,665.62    | 188-0-340-245 | 1556 SEABRIDGE LN  | 2,052.74    |
| 188-0-280-245 | 1446 WINDSHORE WAY  | 1,428.00    | 188-0-340-255 | 1546 SEABRIDGE LN  | 1,665.62    |

## EXHIBIT A

**CITY OF OXNARD**  
**COMMUNITY FACILITIES DISTRICT NO. 4**  
**(SEABRIDGE AT MANDALAY BAY)**  
**FISCAL YEAR 2017-2018 LEVY**

| Parcel No.     | Site Address       | Levy Amount | Parcel No.                        | Site Address        | Levy Amount |
|----------------|--------------------|-------------|-----------------------------------|---------------------|-------------|
| 188-0-280-255  | 1448 WINDSHORE WAY | 1,428.00    | 188-0-340-265                     | 1544 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-265  | 1420 WINDSHORE WAY | 1,665.62    | 188-0-340-275                     | 1542 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-275  | 1422 WINDSHORE WAY | 1,428.00    | 188-0-340-285                     | 1540 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-285  | 1424 WINDSHORE WAY | 1,428.00    | 188-0-340-295                     | 1560 SEABRIDGE LN   | 2,052.74    |
| 188-0-280-295  | 1524 WINDSHORE WAY | 1,428.00    | 188-0-340-305                     | 1562 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-305  | 1526 WINDSHORE WAY | 1,428.00    | 188-0-340-315                     | 1564 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-315  | 1528 WINDSHORE WAY | 1,665.62    | 188-0-340-325                     | 1566 SEABRIDGE LN   | 2,052.74    |
| 188-0-280-325  | 1500 WINDSHORE WAY | 1,428.00    | 188-0-340-335                     | 1568 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-335  | 1502 WINDSHORE WAY | 1,428.00    | 188-0-340-345                     | 1578 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-345  | 1504 WINDSHORE WAY | 1,665.62    | 188-0-340-355                     | 1580 SEABRIDGE LN   | 2,052.74    |
| 188-0-280-355  | 1506 WINDSHORE WAY | 1,665.62    | 188-0-340-365                     | 1582 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-365  | 1508 WINDSHORE WAY | 1,665.62    | 188-0-340-375                     | 1584 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-375  | 1510 WINDSHORE WAY | 1,665.62    | 188-0-340-385                     | 1586 SEABRIDGE LN   | 2,052.74    |
| 188-0-280-385  | 1512 WINDSHORE WAY | 1,428.00    | 188-0-340-395                     | 1576 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-395  | 1514 WINDSHORE WAY | 1,428.00    | 188-0-340-405                     | 1574 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-405  | 1516 WINDSHORE WAY | 1,665.62    | 188-0-340-415                     | 1572 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-415  | 1518 WINDSHORE WAY | 1,428.00    | 188-0-340-425                     | 1570 SEABRIDGE LN   | 1,665.62    |
| 188-0-280-425  | 1520 WINDSHORE WAY | 1,428.00    | 188-0-350-065                     | 1901 S VICTORIA AVE | 1,212.40    |
| 188-0-280-435  | 1538 WINDSHORE WAY | 1,428.00    | 188-0-350-075                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-280-445  | 1540 WINDSHORE WAY | 1,428.00    | 188-0-350-085                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-280-455  | 1542 WINDSHORE WAY | 1,665.62    | 188-0-350-095                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-280-465  | 1544 WINDSHORE WAY | 1,428.00    | 188-0-350-105                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-280-475  | 1546 WINDSHORE WAY | 1,428.00    | 188-0-350-115                     | 1901 S VICTORIA AVE | 1,212.40    |
| 188-0-280-485  | 1548 WINDSHORE WAY | 1,665.62    | 188-0-350-125                     | 1901 S VICTORIA AVE | 1,212.40    |
| 188-0-280-495  | 1550 WINDSHORE WAY | 1,665.62    | 188-0-350-135                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-280-505  | 1552 WINDSHORE WAY | 1,665.62    | 188-0-350-145                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-280-515  | 1554 WINDSHORE WAY | 1,665.62    | 188-0-350-155                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-280-525  | 1556 WINDSHORE WAY | 1,428.00    | 188-0-350-165                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-280-535  | 1558 WINDSHORE WAY | 1,428.00    | 188-0-350-175                     | 1901 S VICTORIA AVE | 1,212.40    |
| 188-0-280-545  | 1530 WINDSHORE WAY | 1,665.62    | 188-0-350-235                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-280-555  | 1532 WINDSHORE WAY | 1,428.00    | 188-0-350-245                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-280-565  | 1534 WINDSHORE WAY | 1,428.00    | 188-0-350-255                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-291-025  | 4071 FARRALON WAY  | 3,804.14    | 188-0-350-265                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-291-035  | 4061 FARRALON WAY  | 3,804.14    | 188-0-350-275                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-291-045  | 4051 FARRALON WAY  | 3,804.14    | 188-0-350-285                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-291-055  | 4041 FARRALON WAY  | 3,804.14    | 188-0-350-295                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-291-065  | 4031 FARRALON WAY  | 3,804.14    | 188-0-350-305                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-291-075  | 4021 FARRALON WAY  | 3,496.98    | 188-0-350-315                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-291-085  | 4011 FARRALON WAY  | 3,804.14    | 188-0-350-325                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-291-095  | 4001 FARRALON WAY  | 3,804.14    | 188-0-350-335                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-291-105  | 1702 ALEUTIAN WAY  | 3,804.14    | 188-0-350-345                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-291-115  | 1712 ALEUTIAN WAY  | 3,804.14    | 188-0-350-355                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-291-125  | 1724 ALEUTIAN WAY  | 3,804.14    | 188-0-350-365                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-291-135  | 1734 ALEUTIAN WAY  | 3,804.14    | 188-0-350-375                     | 1901 S VICTORIA AVE | 1,212.40    |
| 188-0-291-145  | 1744 ALEUTIAN WAY  | 3,496.98    | 188-0-350-385                     | 1901 S VICTORIA AVE | 1,212.40    |
| 188-0-291-155  | 1800 ALEUTIAN WAY  | 3,804.14    | 188-0-350-395                     | 1901 S VICTORIA AVE | 1,212.40    |
| 188-0-291-165  | 1804 ALEUTIAN WAY  | 3,804.14    | 188-0-350-405                     | 1901 S VICTORIA AVE | 1,212.40    |
| 188-0-291-175  | 1814 ALEUTIAN WAY  | 3,804.14    | 188-0-350-415                     | 1901 S VICTORIA AVE | 1,428.00    |
| 188-0-291-185  | 1824 ALEUTIAN WAY  | 3,496.98    | 188-0-350-425                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-292-015  | 4082 FARRALON WAY  | 2,853.68    | 188-0-350-435                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-292-025  | 4072 FARRALON WAY  | 2,607.96    | 188-0-350-445                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-292-035  | 4062 FARRALON WAY  | 2,853.68    | 188-0-350-455                     | 1901 S VICTORIA AVE | 1,665.62    |
| 188-0-292-045  | 4052 FARRALON WAY  | 2,853.68    |                                   |                     |             |
| <b>Totals:</b> |                    |             | <b>501 Parcels \$1,511,352.24</b> |                     |             |



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 8**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Jim Throop  
Chief Financial Officer

**Jim Throop**

**SUBJECT:** Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay)

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

**RECOMMENDATION:**

That City Council acting as the legislative body of Community Facilities District (CFD) No. 1 and of Community Facilities District (CFD) No. 2: 1) Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2017-18 and 2) Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2017-18.

**BACKGROUND**

***CFD No. 1 Special Tax***

On October 3, 2000, City Council adopted Resolution No. 11,823 (the “CFD No. 1 Resolution of Formation”) establishing CFD No. 1. On October 24, 2000, City Council adopted Ordinance No. 2541 which was amended by Ordinance No. 2591 adopted on February 5, 2002, to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to the bonds of CFD No. 1. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,081 established a Revised Rate and Method for CFD No. 1. While the maximum special tax rate in FY 2017-2018 for CFD No. 1 is \$875,203, the actual amount to be levied is \$675,275.

# Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay)

June 6, 2017

Page 2

The reserve fund will be credited to property owners in the final year of the bonds, to the extent available. The remaining balance of the bonds is \$7,960,000 with the final payment due on September 1, 2033.

## ***CFD No. 2 Special Tax***

On October 3, 2000, City Council adopted Resolution No. 11,825 (the “CFD No. 2 Resolution of Formation”) establishing CFD No. 2. On October 24, 2000, City Council adopted Ordinance No. 2542, which was amended by Ordinance No. 2592 adopted on February 5, 2002, to levy a special tax sufficient to pay costs of the services and incidental expenses relating to the maintenance of CFD No. 2. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 2. The total amount of special taxes for CFD No. 2 for FY 2017-2018 is \$604,903.

The following represents a breakdown of the tax levy for the upcoming and most recent fiscal years:

| <b>Description</b>           | <b>Projected Levy<br/>FY 17-18</b> | <b>Actual Levy<br/>FY 16-17</b> |
|------------------------------|------------------------------------|---------------------------------|
| Administration               | \$ 65,405                          | \$ 4,160                        |
| Channel Maintenance /Repairs | 142,250                            | 62,500                          |
| Landscape/Park Maintenance   | 387,529                            | 239,314                         |
| Harbor Patrol                | 189,033                            | 185,327                         |
| Storm Drain Maintenance      | 56,980                             | 45,000                          |
| <b>Less: Tax Levy Credit</b> | <u>(236,294)</u>                   | <u>(385,000)</u>                |
| Total                        | \$ 604,903                         | \$ 151,301                      |

## **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 will be no cost to the City’s General Fund from approval of the resolutions levying the special taxes for CFD No. 1 and CFD No. 2 for FY 2017-2018. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 1 and CFD No. 2.

Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay)

June 6, 2017

Page 3

**ATTACHMENTS:**

Attachment A - Resolution Authorizing Levy of Special Tax for CFD No. 1(17-18)

Attachment B - Resolution Authorizing Levy of Special Tax for CFD No. 2(17-18)

Attachment C - Exhibit A to CFD 1 Resolution

Attachment D - Exhibit A to CFD 2 Resolution



## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
OXNARD ACTING AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT  
MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING  
THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY  
FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY  
BAY) FOR THE FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 1 (Westport at Mandalay Bay) of the City of Oxnard (“CFD No. 1”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 1, is authorized pursuant to Resolution No. 11,823 (the “Resolution of Formation”) and Resolution No. 12,082, establishing a Revised Rate and Method as described in Resolution No. 12,082, and Ordinance No. 2541 adopted by the City Council on October 24, 2000, as amended by Ordinance No. 2591 adopted on February 5, 2002 (the “Ordinance”), to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2017-2018 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2017-2018 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 1 entitled “City of Oxnard Community Facilities District No. 1 (Westport at Mandalay Bay) Fiscal Year 2017-2018 Levy” (the “Report”), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2017-2018, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Tim Flynn  
Mayor of the City Council of the City of Oxnard,  
acting on behalf of Community Facilities District  
No. 1 (Westport at Mandalay Bay) of the City of  
Oxnard

ATTEST:

---

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

---

Stephen Fischer, City Attorney

STATE OF CALIFORNIA     )  
                                      )  
COUNTY OF VENTURA     )     ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. \_\_\_\_ of said City Council, and that the same has not been amended or repealed.

DATED: \_\_\_\_\_, 2017

\_\_\_\_\_  
City Clerk of the City Council of the City of Oxnard

(SEAL)

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
OXNARD ACTING AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT  
MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING  
THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY  
FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY  
BAY) FOR THE FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Oxnard (the “City”) previously established Community Facilities District No. 2 (Westport at Mandalay Bay) of the City of Oxnard (“CFD No. 2”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311 (the “Act”); and

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 2, is authorized pursuant to Resolution No. 11,825 (the “Resolution of Formation”) and Resolution No. 12,082, establishing a Revised Rate and Method as described in Resolution No. 12,082, and Ordinance No. 2542 adopted by the City Council on October 24, 2000, as amended by Ordinance No. 2592 adopted on February 5, 2002 (the “Ordinance”), to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2017-2018 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the assessments are in conformance with Proposition 218; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The special tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2 which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2017-2018 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 2 entitled “City of Oxnard Community Facilities District No. 2 (Westport at Mandalay Bay) Fiscal Year 2017-2018 Levy” (the “Report”), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief

Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 4. All of the collections of the special tax shall be used only as provided for in the Act and the Resolution of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in the Resolution of Formation.

SECTION 5. The special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes except as such procedure may be modified by law and by this City Council.

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2017-2018, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

APPROVED AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Tim Flynn  
Mayor of the City Council of the City of Oxnard,  
acting on behalf of Community Facilities District No.  
2 (Westport at Mandalay Bay) of the City of Oxnard

ATTEST:

---

Michelle Ascencion  
City Clerk of the City of Oxnard

APPROVED AS TO FORM:

---

Stephen Fischer, City Attorney

STATE OF CALIFORNIA     )  
                                          )  
COUNTY OF VENTURA     )       ss.

I, MICHELLE ASCENCION, City Clerk of the City Council of the City of Oxnard, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. \_\_\_\_ of said City Council, and that the same has not been amended or repealed.

DATED: \_\_\_\_\_, 2017

\_\_\_\_\_  
City Clerk of the City Council of the City of Oxnard

(SEAL)



## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 1  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-170-015     | NOT AVAILABLE       | \$4,352.44         |
| 188-0-170-025     | NOT AVAILABLE       | 4,352.44           |
| 188-0-170-035     | NOT AVAILABLE       | 4,352.44           |
| 188-0-170-045     | NOT AVAILABLE       | 4,352.44           |
| 188-0-170-055     | NOT AVAILABLE       | 4,352.44           |
| 188-0-170-065     | NOT AVAILABLE       | 4,352.44           |
| 188-0-170-075     | NOT AVAILABLE       | 4,352.44           |
| 188-0-170-085     | NOT AVAILABLE       | 4,352.44           |
| 188-0-170-095     | 1311 CHESAPEAKE DR  | 4,352.44           |
| 188-0-170-105     | 1321 CHESAPEAKE DR  | 4,352.44           |
| 188-0-170-115     | 1331 CHESAPEAKE DR  | 4,352.44           |
| 188-0-170-125     | 1341 CHESAPEAKE DR  | 4,352.44           |
| 188-0-170-135     | 1351 CHESAPEAKE DR  | 4,352.44           |
| 188-0-170-145     | 1361 CHESAPEAKE DR  | 4,352.44           |
| 188-0-170-225     | 4420 CHESAPEAKE DR  | 4,127.92           |
| 188-0-170-235     | 4410 CHESAPEAKE DR  | 4,127.92           |
| 188-0-170-245     | 4400 CHESAPEAKE DR  | 4,127.92           |
| 188-0-170-295     | 4425 AHOY LN        | 2,020.60           |
| 188-0-170-305     | 4423 AHOY LN        | 2,020.60           |
| 188-0-170-315     | 4417 AHOY LN        | 2,020.60           |
| 188-0-170-325     | 4415 AHOY LN        | 2,020.60           |
| 188-0-170-335     | 4409 AHOY LN        | 2,020.60           |
| 188-0-170-345     | 4407 AHOY LN        | 2,020.60           |
| 188-0-170-355     | 4401 CHESAPEAKE DR  | 2,020.60           |
| 188-0-170-365     | 4403 CHESAPEAKE DR  | 2,020.60           |
| 188-0-170-375     | 4405 CHESAPEAKE DR  | 2,020.60           |
| 188-0-170-385     | 4411 CHESAPEAKE DR  | 2,020.60           |
| 188-0-170-395     | 4413 CHESAPEAKE DR  | 2,020.60           |
| 188-0-170-405     | 4419 CHESAPEAKE DR  | 2,020.60           |
| 188-0-170-415     | 4421 CHESAPEAKE DR  | 2,020.60           |
| 188-0-180-015     | 4361 WATERSIDE LN   | 4,127.92           |
| 188-0-180-025     | 4353 WATERSIDE LN   | 3,245.20           |
| 188-0-180-035     | 4351 WATERSIDE LN   | 3,245.20           |
| 188-0-180-045     | 4343 WATERSIDE LN   | 3,245.20           |
| 188-0-180-055     | 4341 WATERSIDE LN   | 3,245.20           |
| 188-0-180-065     | 4333 WATERSIDE LN   | 3,245.20           |
| 188-0-180-075     | 4331 WATERSIDE LN   | 3,245.20           |
| 188-0-180-085     | 4323 WATERSIDE LN   | 3,245.20           |
| 188-0-180-095     | 4321 WATERSIDE LN   | 3,245.20           |
| 188-0-180-105     | 4313 WATERSIDE LN   | 3,245.20           |
| 188-0-180-115     | 4311 WATERSIDE LN   | 3,245.20           |
| 188-0-180-125     | 4303 WATERSIDE LN   | 4,352.44           |
| 188-0-180-135     | 4301 WATERSIDE LN   | 4,352.44           |
| 188-0-180-145     | 1304 TWIN TIDES PL  | 4,352.44           |
| 188-0-180-155     | 1314 TWIN TIDES PL  | 4,127.92           |
| 188-0-180-165     | 1324 TWIN TIDES PL  | 3,245.20           |
| 188-0-180-175     | 1334 TWIN TIDES PL  | 3,245.20           |
| 188-0-180-185     | 1344 TWIN TIDES PL  | 3,245.20           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 1  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-180-195     | 1354 TWIN TIDES PL  | 3,245.20           |
| 188-0-180-315     | 4354 WATERSIDE LN   | 2,020.60           |
| 188-0-180-325     | 4352 WATERSIDE LN   | 2,020.60           |
| 188-0-180-335     | 4350 WATERSIDE LN   | 2,020.60           |
| 188-0-180-345     | 4342 WATERSIDE LN   | 2,020.60           |
| 188-0-180-355     | 4340 WATERSIDE LN   | 2,020.60           |
| 188-0-180-365     | 4332 WATERSIDE LN   | 2,020.60           |
| 188-0-180-375     | 4330 WATERSIDE LN   | 2,020.60           |
| 188-0-180-385     | 4322 WATERSIDE LN   | 2,020.60           |
| 188-0-180-395     | 4320 WATERSIDE LN   | 2,020.60           |
| 188-0-180-405     | 4312 WATERSIDE LN   | 2,020.60           |
| 188-0-180-415     | 4310 WATERSIDE LN   | 2,020.60           |
| 188-0-180-425     | 4305 ADMIRAL WAY    | 2,020.60           |
| 188-0-180-435     | 4307 ADMIRAL WAY    | 2,020.60           |
| 188-0-180-445     | 4315 ADMIRAL WAY    | 2,020.60           |
| 188-0-180-455     | 4317 ADMIRAL WAY    | 2,020.60           |
| 188-0-180-465     | 4325 ADMIRAL WAY    | 2,020.60           |
| 188-0-180-475     | 4327 ADMIRAL WAY    | 2,020.60           |
| 188-0-180-485     | 4335 ADMIRAL WAY    | 2,020.60           |
| 188-0-180-495     | 4337 ADMIRAL WAY    | 2,020.60           |
| 188-0-180-505     | 4345 ADMIRAL WAY    | 2,020.60           |
| 188-0-180-515     | 4347 ADMIRAL WAY    | 2,020.60           |
| 188-0-191-015     | 1404 TWIN TIDES PL  | 4,352.44           |
| 188-0-191-025     | 1414 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-035     | 1424 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-045     | 1434 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-065     | 1454 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-085     | 1474 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-095     | 1504 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-105     | 1514 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-115     | 1524 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-125     | 1534 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-135     | 1544 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-145     | 1554 TWIN TIDES PL  | 4,352.44           |
| 188-0-191-155     | 1560 TWIN TIDES PL  | 4,352.44           |
| 188-0-191-165     | 1562 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-175     | 1564 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-185     | 1566 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-195     | 1568 TWIN TIDES PL  | 4,352.44           |
| 188-0-191-205     | 1553 TWIN TIDES PL  | 4,352.44           |
| 188-0-191-215     | 1543 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-225     | 1533 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-235     | 1523 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-245     | 1513 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-255     | 1503 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-265     | 1473 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-275     | 1463 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-295     | 1443 TWIN TIDES PL  | 4,127.92           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 1  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-191-305     | 1433 TWIN TIDES PL  | 4,127.92           |
| 188-0-191-325     | 1413 TWIN TIDES PL  | 4,352.44           |
| 188-0-192-015     | 1410 VIEWPOINT DR   | 4,352.44           |
| 188-0-192-025     | 1420 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-035     | 1430 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-045     | 1440 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-055     | 1450 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-065     | 1460 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-075     | 1470 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-085     | 1480 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-095     | 1500 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-105     | 1510 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-115     | 1520 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-125     | 1530 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-135     | 1540 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-145     | 1550 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-155     | 1560 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-165     | 1570 VIEWPOINT DR   | 4,127.92           |
| 188-0-192-175     | 1580 VIEWPOINT DR   | 4,127.92           |
| 188-0-192-185     | 1582 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-195     | 1584 VIEWPOINT DR   | 3,245.20           |
| 188-0-192-205     | 1586 VIEWPOINT DR   | 4,352.44           |
| 188-0-192-215     | 1561 VIEWPOINT DR   | 4,127.92           |
| 188-0-192-225     | 1551 VIEWPOINT DR   | 4,127.92           |
| 188-0-192-235     | 1541 VIEWPOINT DR   | 4,127.92           |
| 188-0-192-245     | 1531 VIEWPOINT DR   | 4,127.92           |
| 188-0-192-255     | 1521 VIEWPOINT DR   | 4,127.92           |
| 188-0-192-265     | 1511 VIEWPOINT DR   | 4,127.92           |
| 188-0-200-025     | 1227 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-035     | 1225 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-045     | 1223 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-055     | 1221 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-065     | 1216 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-075     | 1214 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-085     | 1212 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-095     | 1210 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-105     | 1206 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-115     | 1204 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-125     | 1202 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-135     | 1200 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-145     | 1217 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-155     | 1215 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-165     | 1213 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-175     | 1211 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-185     | 1247 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-195     | 1245 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-205     | 1243 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-215     | 1241 BAYSIDE CIR    | 1,469.52           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 1  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-200-225     | 1237 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-235     | 1235 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-245     | 1233 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-255     | 1231 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-265     | 1232 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-275     | 1234 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-285     | 1236 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-295     | 1238 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-305     | 1251 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-315     | 1253 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-325     | 1255 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-335     | 1257 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-345     | 1269 BAYSIDE LN     | 1,469.52           |
| 188-0-200-355     | 1259 BAYSIDE LN     | 1,469.52           |
| 188-0-200-365     | 1249 BAYSIDE LN     | 1,469.52           |
| 188-0-200-375     | 1239 BAYSIDE LN     | 1,469.52           |
| 188-0-200-385     | 1261 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-395     | 1263 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-405     | 1265 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-415     | 1267 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-425     | 1271 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-435     | 1273 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-445     | 1275 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-455     | 1281 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-465     | 1283 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-475     | 1285 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-485     | 1287 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-495     | 1270 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-505     | 1272 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-515     | 1274 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-525     | 1276 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-535     | 1282 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-545     | 1284 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-555     | 1286 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-565     | 1288 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-575     | 1240 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-585     | 1230 BAYSIDE CIR    | 1,469.52           |
| 188-0-200-595     | 1220 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-015     | 1302 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-025     | 1304 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-035     | 1306 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-045     | 1308 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-055     | 1301 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-065     | 1303 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-075     | 1305 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-085     | 1311 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-095     | 1313 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-105     | 1315 BAYSIDE CIR    | 1,469.52           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 1  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-210-115     | 1321 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-125     | 1323 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-135     | 1325 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-145     | 1327 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-155     | 1366 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-165     | 1364 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-175     | 1362 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-185     | 1360 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-195     | 1356 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-205     | 1354 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-215     | 1352 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-225     | 1350 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-235     | 1346 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-245     | 1344 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-255     | 1342 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-265     | 1340 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-275     | 1337 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-285     | 1335 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-295     | 1333 BAYSIDE CIR    | 1,469.52           |
| 188-0-210-305     | 1331 BAYSIDE CIR    | 1,469.52           |
| 188-0-220-015     | 4308 TRADEWINDS DR  | 2,269.60           |
| 188-0-220-035     | 4312 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-045     | 4342 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-055     | 4372 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-065     | 4314 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-075     | 4344 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-085     | 4374 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-095     | 4316 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-105     | 4346 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-115     | 4376 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-125     | 4318 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-135     | 4348 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-145     | 4378 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-155     | 4320 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-165     | 4350 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-175     | 4380 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-185     | 4322 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-195     | 4352 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-205     | 4382 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-215     | 4324 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-225     | 4354 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-235     | 4384 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-245     | 4326 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-255     | 4356 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-265     | 4386 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-275     | 4328 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-285     | 4358 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-295     | 4330 TRADEWINDS DR  | 1,250.10           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 1  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-220-305     | 4360 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-315     | 4340 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-325     | 4370 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-335     | 4396 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-345     | 4338 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-355     | 4368 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-365     | 4394 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-375     | 4336 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-385     | 4366 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-395     | 4392 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-405     | 4332 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-415     | 4362 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-425     | 4388 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-435     | 4334 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-445     | 4364 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-455     | 4390 TRADEWINDS DR  | 1,250.10           |
| 188-0-220-465     | 4310 TRADEWINDS DR  | 1,526.42           |
| 188-0-220-475     | 4310 TRADEWINDS DR  | 1,609.58           |
| 188-0-220-485     | 4310 TRADEWINDS DR  | 1,673.08           |
| 188-0-220-495     | 4310 TRADEWINDS DR  | 804.42             |
| 188-0-220-505     | 4310 TRADEWINDS DR  | 832.38             |
| 188-0-220-515     | 4310 TRADEWINDS DR  | 804.42             |
| 188-0-220-525     | 4310 TRADEWINDS DR  | 804.42             |
| 188-0-220-535     | 4310 TRADEWINDS DR  | 597.26             |
| 188-0-230-015     | 4228 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-025     | 4258 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-035     | 4288 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-045     | 4226 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-055     | 4256 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-065     | 4286 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-075     | 4224 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-085     | 4254 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-095     | 4284 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-105     | 4222 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-115     | 4252 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-125     | 4282 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-135     | 4220 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-145     | 4250 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-155     | 4280 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-165     | 4218 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-175     | 4248 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-185     | 4278 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-195     | 4216 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-205     | 4246 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-215     | 4276 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-225     | 4214 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-235     | 4244 TRADEWINDS DR  | 1,250.10           |
| 188-0-230-245     | 4274 TRADEWINDS DR  | 1,250.10           |

## EXHIBIT A

CITY OF OXNARD  
 COMMUNITY FACILITIES DISTRICT NO. 1  
 (WESTPORT AT MANDALAY BAY)  
 FISCAL YEAR 2017-2018 LEVY

| Parcel No.    | Site Address       | Levy Amount         |
|---------------|--------------------|---------------------|
| 188-0-230-255 | 4212 TRADEWINDS DR | 1,250.10            |
| 188-0-230-265 | 4242 TRADEWINDS DR | 1,250.10            |
| 188-0-230-275 | 4272 TRADEWINDS DR | 1,250.10            |
| 188-0-230-285 | 4210 TRADEWINDS DR | 1,250.10            |
| 188-0-230-295 | 4240 TRADEWINDS DR | 1,250.10            |
| 188-0-230-305 | 4270 TRADEWINDS DR | 1,250.10            |
| 188-0-230-315 | 4230 TRADEWINDS DR | 1,250.10            |
| 188-0-230-325 | 4260 TRADEWINDS DR | 1,250.10            |
| 188-0-230-335 | 4290 TRADEWINDS DR | 1,250.10            |
| 188-0-230-345 | 4232 TRADEWINDS DR | 1,250.10            |
| 188-0-230-355 | 4262 TRADEWINDS DR | 1,250.10            |
| 188-0-230-365 | 4292 TRADEWINDS DR | 1,250.10            |
| 188-0-230-375 | 4234 TRADEWINDS DR | 1,250.10            |
| 188-0-230-385 | 4264 TRADEWINDS DR | 1,250.10            |
| 188-0-230-395 | 4294 TRADEWINDS DR | 1,250.10            |
| 188-0-230-405 | 4236 TRADEWINDS DR | 1,250.10            |
| 188-0-230-415 | 4266 TRADEWINDS DR | 1,250.10            |
| 188-0-230-425 | 4296 TRADEWINDS DR | 1,250.10            |
| 188-0-230-435 | 4238 TRADEWINDS DR | 1,250.10            |
| 188-0-230-445 | 4268 TRADEWINDS DR | 1,250.10            |
| 188-0-230-455 | 4298 TRADEWINDS DR | 1,250.10            |
| 188-0-230-475 | 4300 TRADEWINDS DR | 1,688.96            |
| 188-0-230-485 | 4300 TRADEWINDS DR | 823.30              |
| 188-0-230-495 | 4300 TRADEWINDS DR | 848.26              |
| 188-0-230-505 | 4300 TRADEWINDS DR | 792.32              |
| 188-0-230-515 | 4300 TRADEWINDS DR | 948.06              |
| 188-0-230-525 | 4300 TRADEWINDS DR | 580.62              |
| <b>Total</b>  | <b>315 Parcels</b> | <b>\$675,274.26</b> |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 2  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-170-015     | NOT AVAILABLE       | \$3,797.54         |
| 188-0-170-025     | NOT AVAILABLE       | 3,797.54           |
| 188-0-170-035     | NOT AVAILABLE       | 3,797.54           |
| 188-0-170-045     | NOT AVAILABLE       | 3,797.54           |
| 188-0-170-055     | NOT AVAILABLE       | 3,797.54           |
| 188-0-170-065     | NOT AVAILABLE       | 3,797.54           |
| 188-0-170-075     | NOT AVAILABLE       | 3,797.54           |
| 188-0-170-085     | NOT AVAILABLE       | 3,797.54           |
| 188-0-170-095     | 1311 CHESAPEAKE DR  | 3,797.54           |
| 188-0-170-105     | 1321 CHESAPEAKE DR  | 3,797.54           |
| 188-0-170-115     | 1331 CHESAPEAKE DR  | 3,797.54           |
| 188-0-170-125     | 1341 CHESAPEAKE DR  | 3,797.54           |
| 188-0-170-135     | 1351 CHESAPEAKE DR  | 3,797.54           |
| 188-0-170-145     | 1361 CHESAPEAKE DR  | 3,797.54           |
| 188-0-170-215     | 4430 CHESAPEAKE DR  | 3,597.64           |
| 188-0-170-225     | 4420 CHESAPEAKE DR  | 3,597.64           |
| 188-0-170-235     | 4410 CHESAPEAKE DR  | 3,597.64           |
| 188-0-170-245     | 4400 CHESAPEAKE DR  | 3,597.64           |
| 188-0-170-295     | 4425 AHOY LN        | 1,754.36           |
| 188-0-170-305     | 4423 AHOY LN        | 1,754.36           |
| 188-0-170-315     | 4417 AHOY LN        | 1,754.36           |
| 188-0-170-325     | 4415 AHOY LN        | 1,754.36           |
| 188-0-170-335     | 4409 AHOY LN        | 1,754.36           |
| 188-0-170-345     | 4407 AHOY LN        | 1,754.36           |
| 188-0-170-355     | 4401 CHESAPEAKE DR  | 1,754.36           |
| 188-0-170-365     | 4403 CHESAPEAKE DR  | 1,754.36           |
| 188-0-170-375     | 4405 CHESAPEAKE DR  | 1,754.36           |
| 188-0-170-385     | 4411 CHESAPEAKE DR  | 1,754.36           |
| 188-0-170-395     | 4413 CHESAPEAKE DR  | 1,754.36           |
| 188-0-170-405     | 4419 CHESAPEAKE DR  | 1,754.36           |
| 188-0-170-415     | 4421 CHESAPEAKE DR  | 1,754.36           |
| 188-0-180-015     | 4361 WATERSIDE LN   | 3,597.64           |
| 188-0-180-025     | 4353 WATERSIDE LN   | 2,811.66           |
| 188-0-180-035     | 4351 WATERSIDE LN   | 2,811.66           |
| 188-0-180-045     | 4343 WATERSIDE LN   | 2,811.66           |
| 188-0-180-055     | 4341 WATERSIDE LN   | 2,811.66           |
| 188-0-180-065     | 4333 WATERSIDE LN   | 2,811.66           |
| 188-0-180-075     | 4331 WATERSIDE LN   | 2,811.66           |
| 188-0-180-085     | 4323 WATERSIDE LN   | 2,811.66           |
| 188-0-180-095     | 4321 WATERSIDE LN   | 2,811.66           |
| 188-0-180-105     | 4313 WATERSIDE LN   | 2,811.66           |
| 188-0-180-115     | 4311 WATERSIDE LN   | 2,811.66           |
| 188-0-180-125     | 4303 WATERSIDE LN   | 3,797.54           |
| 188-0-180-135     | 4301 WATERSIDE LN   | 3,797.54           |
| 188-0-180-145     | 1304 TWIN TIDES PL  | 3,797.54           |
| 188-0-180-155     | 1314 TWIN TIDES PL  | 3,597.64           |
| 188-0-180-165     | 1324 TWIN TIDES PL  | 2,811.66           |
| 188-0-180-175     | 1334 TWIN TIDES PL  | 2,811.66           |



## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 2  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-180-185     | 1344 TWIN TIDES PL  | 2,811.66           |
| 188-0-180-195     | 1354 TWIN TIDES PL  | 2,811.66           |
| 188-0-180-315     | 4354 WATERSIDE LN   | 1,754.36           |
| 188-0-180-325     | 4352 WATERSIDE LN   | 1,754.36           |
| 188-0-180-335     | 4350 WATERSIDE LN   | 1,754.36           |
| 188-0-180-345     | 4342 WATERSIDE LN   | 1,754.36           |
| 188-0-180-355     | 4340 WATERSIDE LN   | 1,754.36           |
| 188-0-180-365     | 4332 WATERSIDE LN   | 1,754.36           |
| 188-0-180-375     | 4330 WATERSIDE LN   | 1,754.36           |
| 188-0-180-385     | 4322 WATERSIDE LN   | 1,754.36           |
| 188-0-180-395     | 4320 WATERSIDE LN   | 1,754.36           |
| 188-0-180-405     | 4312 WATERSIDE LN   | 1,754.36           |
| 188-0-180-415     | 4310 WATERSIDE LN   | 1,754.36           |
| 188-0-180-425     | 4305 ADMIRAL WAY    | 1,754.36           |
| 188-0-180-435     | 4307 ADMIRAL WAY    | 1,754.36           |
| 188-0-180-445     | 4315 ADMIRAL WAY    | 1,754.36           |
| 188-0-180-455     | 4317 ADMIRAL WAY    | 1,754.36           |
| 188-0-180-465     | 4325 ADMIRAL WAY    | 1,754.36           |
| 188-0-180-475     | 4327 ADMIRAL WAY    | 1,754.36           |
| 188-0-180-485     | 4335 ADMIRAL WAY    | 1,754.36           |
| 188-0-180-495     | 4337 ADMIRAL WAY    | 1,754.36           |
| 188-0-180-505     | 4345 ADMIRAL WAY    | 1,754.36           |
| 188-0-180-515     | 4347 ADMIRAL WAY    | 1,754.36           |
| 188-0-191-015     | 1404 TWIN TIDES PL  | 3,797.54           |
| 188-0-191-025     | 1414 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-035     | 1424 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-045     | 1434 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-055     | 1444 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-065     | 1454 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-075     | 1464 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-085     | 1474 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-095     | 1504 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-105     | 1514 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-115     | 1524 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-125     | 1534 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-135     | 1544 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-145     | 1554 TWIN TIDES PL  | 3,797.54           |
| 188-0-191-155     | 1560 TWIN TIDES PL  | 3,797.54           |
| 188-0-191-165     | 1562 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-175     | 1564 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-185     | 1566 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-195     | 1568 TWIN TIDES PL  | 3,797.54           |
| 188-0-191-205     | 1553 TWIN TIDES PL  | 3,797.54           |
| 188-0-191-215     | 1543 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-225     | 1533 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-235     | 1523 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-245     | 1513 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-255     | 1503 TWIN TIDES PL  | 3,597.64           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 2  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-191-265     | 1473 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-275     | 1463 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-285     | 1453 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-295     | 1443 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-305     | 1433 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-315     | 1423 TWIN TIDES PL  | 3,597.64           |
| 188-0-191-325     | 1413 TWIN TIDES PL  | 3,797.54           |
| 188-0-192-015     | 1410 VIEWPOINT DR   | 3,797.54           |
| 188-0-192-025     | 1420 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-035     | 1430 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-045     | 1440 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-055     | 1450 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-065     | 1460 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-075     | 1470 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-085     | 1480 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-095     | 1500 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-105     | 1510 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-115     | 1520 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-125     | 1530 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-135     | 1540 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-145     | 1550 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-155     | 1560 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-165     | 1570 VIEWPOINT DR   | 3,597.64           |
| 188-0-192-175     | 1580 VIEWPOINT DR   | 3,597.64           |
| 188-0-192-185     | 1582 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-195     | 1584 VIEWPOINT DR   | 2,811.66           |
| 188-0-192-205     | 1586 VIEWPOINT DR   | 3,797.54           |
| 188-0-192-215     | 1561 VIEWPOINT DR   | 3,597.64           |
| 188-0-192-225     | 1551 VIEWPOINT DR   | 3,597.64           |
| 188-0-192-235     | 1541 VIEWPOINT DR   | 3,597.64           |
| 188-0-192-245     | 1531 VIEWPOINT DR   | 3,597.64           |
| 188-0-192-255     | 1521 VIEWPOINT DR   | 3,597.64           |
| 188-0-192-265     | 1511 VIEWPOINT DR   | 3,597.64           |
| 188-0-192-275     | 1501 VIEWPOINT DR   | 3,597.64           |
| 188-0-200-025     | 1227 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-035     | 1225 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-045     | 1223 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-055     | 1221 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-065     | 1216 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-075     | 1214 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-085     | 1212 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-095     | 1210 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-105     | 1206 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-115     | 1204 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-125     | 1202 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-135     | 1200 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-145     | 1217 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-155     | 1215 BAYSIDE CIR    | 1,257.20           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 2  
(WESTPORT AT Mandalay Bay)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-200-165     | 1213 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-175     | 1211 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-185     | 1247 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-195     | 1245 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-205     | 1243 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-215     | 1241 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-225     | 1237 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-235     | 1235 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-245     | 1233 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-255     | 1231 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-265     | 1232 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-275     | 1234 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-285     | 1236 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-295     | 1238 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-305     | 1251 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-315     | 1253 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-325     | 1255 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-335     | 1257 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-345     | 1269 BAYSIDE LN     | 1,257.20           |
| 188-0-200-355     | 1259 BAYSIDE LN     | 1,257.20           |
| 188-0-200-365     | 1249 BAYSIDE LN     | 1,257.20           |
| 188-0-200-375     | 1239 BAYSIDE LN     | 1,257.20           |
| 188-0-200-385     | 1261 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-395     | 1263 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-405     | 1265 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-415     | 1267 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-425     | 1271 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-435     | 1273 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-445     | 1275 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-455     | 1281 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-465     | 1283 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-475     | 1285 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-485     | 1287 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-495     | 1270 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-505     | 1272 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-515     | 1274 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-525     | 1276 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-535     | 1282 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-545     | 1284 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-555     | 1286 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-565     | 1288 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-575     | 1240 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-585     | 1230 BAYSIDE CIR    | 1,257.20           |
| 188-0-200-595     | 1220 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-015     | 1302 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-025     | 1304 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-035     | 1306 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-045     | 1308 BAYSIDE CIR    | 1,257.20           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 2  
(WESTPORT AT Mandalay Bay)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-210-055     | 1301 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-065     | 1303 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-075     | 1305 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-085     | 1311 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-095     | 1313 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-105     | 1315 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-115     | 1321 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-125     | 1323 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-135     | 1325 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-145     | 1327 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-155     | 1366 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-165     | 1364 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-175     | 1362 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-185     | 1360 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-195     | 1356 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-205     | 1354 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-215     | 1352 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-225     | 1350 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-235     | 1346 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-245     | 1344 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-255     | 1342 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-265     | 1340 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-275     | 1337 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-285     | 1335 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-295     | 1333 BAYSIDE CIR    | 1,257.20           |
| 188-0-210-305     | 1331 BAYSIDE CIR    | 1,257.20           |
| 188-0-220-015     | 4308 TRADEWINDS DR  | 1,966.30           |
| 188-0-220-035     | 4312 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-045     | 4342 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-055     | 4372 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-065     | 4314 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-075     | 4344 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-085     | 4374 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-095     | 4316 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-105     | 4346 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-115     | 4376 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-125     | 4318 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-135     | 4348 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-145     | 4378 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-155     | 4320 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-165     | 4350 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-175     | 4380 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-185     | 4322 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-195     | 4352 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-205     | 4382 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-215     | 4324 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-225     | 4354 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-235     | 4384 TRADEWINDS DR  | 1,061.86           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 2  
(WESTPORT AT MANDALAY BAY)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b> |
|-------------------|---------------------|--------------------|
| 188-0-220-245     | 4326 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-255     | 4356 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-265     | 4386 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-275     | 4328 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-285     | 4358 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-295     | 4330 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-305     | 4360 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-315     | 4340 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-325     | 4370 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-335     | 4396 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-345     | 4338 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-355     | 4368 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-365     | 4394 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-375     | 4336 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-385     | 4366 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-395     | 4392 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-405     | 4332 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-415     | 4362 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-425     | 4388 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-435     | 4334 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-445     | 4364 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-455     | 4390 TRADEWINDS DR  | 1,061.86           |
| 188-0-220-465     | 4310 TRADEWINDS DR  | 1,322.44           |
| 188-0-220-475     | 4310 TRADEWINDS DR  | 1,394.48           |
| 188-0-220-485     | 4310 TRADEWINDS DR  | 1,449.50           |
| 188-0-220-495     | 4310 TRADEWINDS DR  | 696.92             |
| 188-0-220-505     | 4310 TRADEWINDS DR  | 721.14             |
| 188-0-220-515     | 4310 TRADEWINDS DR  | 696.92             |
| 188-0-220-525     | 4310 TRADEWINDS DR  | 696.92             |
| 188-0-220-535     | 4310 TRADEWINDS DR  | 517.44             |
| 188-0-230-015     | 4228 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-025     | 4258 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-035     | 4288 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-045     | 4226 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-055     | 4256 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-065     | 4286 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-075     | 4224 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-085     | 4254 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-095     | 4284 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-105     | 4222 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-115     | 4252 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-125     | 4282 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-135     | 4220 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-145     | 4250 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-155     | 4280 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-165     | 4218 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-175     | 4248 TRADEWINDS DR  | 1,061.86           |
| 188-0-230-185     | 4278 TRADEWINDS DR  | 1,061.86           |

## EXHIBIT A

**CITY OF OXNARD  
COMMUNITY FACILITIES DISTRICT NO. 2  
(WESTPORT AT Mandalay Bay)  
FISCAL YEAR 2017-2018 LEVY**

| <b>Parcel No.</b> | <b>Site Address</b> | <b>Levy Amount</b>  |
|-------------------|---------------------|---------------------|
| 188-0-230-195     | 4216 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-205     | 4246 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-215     | 4276 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-225     | 4214 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-235     | 4244 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-245     | 4274 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-255     | 4212 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-265     | 4242 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-275     | 4272 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-285     | 4210 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-295     | 4240 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-305     | 4270 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-315     | 4230 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-325     | 4260 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-335     | 4290 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-345     | 4232 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-355     | 4262 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-365     | 4292 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-375     | 4234 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-385     | 4264 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-395     | 4294 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-405     | 4236 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-415     | 4266 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-425     | 4296 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-435     | 4238 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-445     | 4268 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-455     | 4298 TRADEWINDS DR  | 1,061.86            |
| 188-0-230-475     | 4300 TRADEWINDS DR  | 1,463.26            |
| 188-0-230-485     | 4300 TRADEWINDS DR  | 713.28              |
| 188-0-230-495     | 4300 TRADEWINDS DR  | 734.90              |
| 188-0-230-505     | 4300 TRADEWINDS DR  | 686.44              |
| 188-0-230-515     | 4300 TRADEWINDS DR  | 821.36              |
| 188-0-230-525     | 4300 TRADEWINDS DR  | 503.04              |
| <b>Total</b>      | <b>321 Parcels</b>  | <b>\$604,901.40</b> |



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 9**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Jim Throop  
Chief Financial Officer

**Jim Throop**

**SUBJECT:** Resolution of Intention to Dissolve Eighteen Landscape Maintenance Districts

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

**RECOMMENDATION:**

That City Council adopt a resolution declaring intention to dissolve Eighteen (18) of the City's Landscape Maintenance Districts for Fiscal Year 2017-2018 pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500).

**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). Additionally, another thirty (30) of the Districts had a portion of their improvements located along major traffic corridors. While the improvements that are located along these major traffic corridors confer certain special benefits to parcels within each applicable District, it is found that the ongoing District maintenance activities will also provide a high level of benefit to some property within proximity to the District, as well as visitors and individuals passing by the District. Traffic from property within and outside of the District as well as individuals passing through the District area will be able to utilize the improvements, and view the maintained landscaping and trees. In order

## Resolution of Intention to Dissolve Eighteen Landscape Maintenance Districts

June 6, 2017

Page 2

to reduce the burden on the Districts, on March 7, 2017, 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.

Approval of the attached resolution accomplishes the following:

- Dissolves the eighteen (18) Districts that had the improvements removed on March 7, 2017 by Resolution No. 14,998 and proposes to cease the levy and collection of assessments in those Districts.
- Sets a public hearing for June 20, 2017 at 6:30 p.m. in the City Council Chambers concerning the dissolution of the 18 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**

The financial impact will depend upon the level of maintenance for the improvements removed from the Districts, as determined by the City. The level of maintenance and associated costs are being researched and analyzed and will be brought back to the City Council at a later date as a budget amendment.

### **ATTACHMENTS:**

Attachment A: Resolution - Intent to Dissolve



## CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
DECLARING THE INTENTION TO ORDER THE DISSOLUTION OF EIGHTEEN  
(18) OF THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard (the "City Council") 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, the City Council has, by previous Resolutions approved or amended Final Engineer's Formation and/or Annual Levy Reports (hereafter referred to as the "Reports"); 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, 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, the City Council declares its intent to dissolve the Districts pursuant to Section 22610 of the Act, and cease the levy and collection of assessments against parcels of land within the Districts.

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

1. **Intention:** Public interest and convenience requires, and it is the intention of this legislative body to dissolve the Districts, pursuant to the Act, as of July 1, 2017, for the following designated works of improvement and maintenance:
2. **Improvements:** The improvements authorized to be maintained are District-specific and vary between the Districts. The improvements being maintained may include, but are not limited to: ground cover, turf, trees, shrubs, the landscaped areas of detention basins, screen walls/fencing, park benches, trash containers, overhead structures, theme light poles, ornamental lighting, and sprinkler, irrigation and drainage systems, and may also include sidewalk and hardscape improvements along the landscaping, medians, entry monuments, mailboxes and associated appurtenant facilities. Park improvements, if applicable, vary by park and may include landscape and open space, playground structures, exercise stations, restrooms, benches, picnic tables, and litter receptacles.

Maintenance provided includes all necessary services, operations, administration and maintenance required to keep the above mentioned improvements in a healthy, vigorous and satisfactory condition which may include, but is not limited to: repair, removal or replacement of all or any part of the landscaping, sidewalks, medians, theme light poles or screen walls/fencing. Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, mowing, spraying, fertilizing and treating for disease or injury. The tree trimming may not occur on an annual basis; therefore, the assessed amount is for the average annual cost. Removal of trimmings, rubbish, graffiti, debris and other solid waste from the landscaped areas, detention basins and screen walls/fencing.

3. **Boundaries:** The boundaries of the Districts to be dissolved are the boundaries which the legislative body previously declared to benefit by said improvements, found in the assessment diagram previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and designated by the name of these Districts.
4. **Reports:** For a full and detailed description of the improvements, the boundaries of the Districts and any zones therein, and the prior assessments upon lots and parcels of land within the Districts, please refer to the Fiscal Year 2016/17 Consolidated Engineer's Report adopted by the City Council on June 21, 2016 by Resolution No. 14,943, on file in the Office of the City Clerk.
5. **Levy of Assessment:** The annual levy of assessments for the maintenance of the above work of improvements as set forth and described in the Reports shall cease, beginning in Fiscal Year 2017/18.
6. **Notice of Public Hearing:** Notice is hereby given that Tuesday, June 20, 2017 at 6:30 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the proposed dissolution of the Districts. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard. The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law.

PASSED AND ADOPTED THIS 6<sup>th</sup> day of June, 2017, 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.*

| <b>District Name</b>                                                                             | <b>Formation Date<sup>(1)</sup></b> | <b>Formation Resolution No.<sup>(1)</sup></b> |
|--------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------|
| 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.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 10**

**DATE:** June 6, 2017

**TO:** Housing Authority

**THROUGH:** Greg Nyhoff  
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

**FROM:** Arturo Casillas  
Housing Director

A handwritten signature in black ink, appearing to read "Arturo Casillas".

**SUBJECT:** Housing Authority Investment Policy

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

**RECOMMENDATION:**

That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") approve a resolution adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2017-2018.

**BACKGROUND**

On June 14, 2016, the Housing Authority of the City of Oxnard Board of Commissioners (Authority) adopted an Investment Policy. State law requires the Authority to adopt an Investment Policy each year. The Authority is bound by State law, as is the City, but has further constraints imposed by the federal government involving the investment of Authority funds. The investment policy governs investment of funds, including funds on deposit. The Department of Housing and Urban Development ("HUD") has defined 'funds on deposit' as comprised of:

1. Funds for current transactions
2. Capital or development funds
3. Funds exceeding daily requirements
4. Operation reserve funds

## Investment Policy

June 6, 2017

Page 2

This Investment Policy deals with items 3 and 4 above. In recent history, the Authority has invested excess cash utilizing a combination of in-house efforts and an outside agent, State of California Local Agency Investment Fund, which is permitted by HUD and State law. Staff is recommending this practice be continued through FY 2017-2018 because it is a safe, cost effective and successful program. Additionally, should any further eligible investment opportunities arise, staff will investigate and pursue as appropriate.

This Investment Policy insures prudent investing, and adequate reporting of investment results and financial position to the Authority and public. It also provides for periodic reporting and annual approval.

Safety is assured by adherence to HUD-approved investments. The restriction placed on allowable investment provides a degree of diversification to assure that potential loss on individual investments does not compromise the remainder of the portfolio. The Authority is only permitted to invest in instruments authorized by HUD.

Liquidity is addressed by HUD to assure the Authority is able to meet its operating requirements on a daily basis.

The final objective is earnings. The portfolio shall be designed to provide a reasonable rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

The Investment Policy includes a delegation of authority from the Housing Authority to an Investment Committee consisting of the Housing Director, Housing Finance Officer and Housing Accountant. This action continues procedures which have been in place for a number of years. The adoption of this Investment Policy will not affect the operations of the Authority to any material extent. The Investment Policy does not contain any material alterations in policy or procedures of the Authority. The Investment Policy satisfies requirements of State law and HUD requirements.

## **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. 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.

## **FINANCIAL IMPACT**

There is no financial impact to the Housing Authority or to the City's General Fund from the recommended action.

Investment Policy  
June 6, 2017  
Page 3

**ATTACHMENTS:**

Attachment A: Investment Policy FY 17-18

Attachment B: Investment Guidelines FY 17-18

Attachment C: Investment Resolution FY 17-18

## **INVESTMENT POLICY OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD**

### **1.0 INTRODUCTION**

This policy is intended to provide guidance for the investing of surplus cash of the Housing Authority of the City of Oxnard (Authority). The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of Public Housing Authorities. The Legislature of the State of California (CGC53600.6) has declared that the deposit and investment of funds by officials and local agencies is an issue of statewide concern. The Board of Commissioners of the Authority (Board) may invest surplus moneys not required for the immediate necessities of the Authority in accordance with the provisions of HUD Notice PIH 2002-13 and California Government Code Sections 5922 and 53607. The authority of the Board to invest or to reinvest funds, or to sell or exchange securities so purchased, may be delegated for a one-year period by the Board to the Housing Finance Officer of the Authority, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the Board. Subject to review, the Board may renew the delegation of authority pursuant to this section each year. The Housing Finance Officer of the Authority shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto shall be considered by the Board at a public meeting. The policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

### **2.0 SCOPE**

This investment policy applies to the Authority's pooled investment fund, which encompasses all money under the direct oversight of the Housing Finance Officer. These include the Public Housing Funds, Section 8 Voucher Funds, Grant Funds and the Central Fund. This policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued periodically by the Trustee and are not included in the Housing Finance Officer's quarterly report of the pooled investment fund. The employee's retirement and deferred compensation funds are also not included.

### **3.0 PRUDENCE**

Investments shall be made with foresight and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due



diligences shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### **4.0 OBJECTIVES**

The Authority's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. The Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: According to HUD Notice PIH 2002-13, safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U. S. Government, a Government agency or issued by a Government sponsored agency, coupled with an appropriate maturity date.

4.2 Liquidity: All investments must be capable of being liquidated on one days notice.

4.3 Yield: The Authority should strive to achieve the highest yield consistent with the objectives of the Investment Policy.

#### **5.0 DELEGATION OF AUTHORITY**

Authority to manage the investment program is derived from Section 401 (E) of the HUD/PHA Annual Contributions Contract and California Government Code Sections 53607, et seq. Management responsibility for the investment program is hereby delegated to the Housing Finance Officer, who shall establish written procedures for the operation of the investment program consistent with Section 12.2 of this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Housing Finance Officer. The Housing Finance Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the investment committee. The Housing Finance Officer is a trustee and a fiduciary subject to the prudent investor standard. The other housing staff with signatory authority on Authority checking and other accounts is the Housing Director.

#### **6.0 ETHICS AND CONFLICTS OF INTEREST**

The Housing Finance Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. The Housing Finance Officer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

## **7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

The Housing Finance Officer shall transact business only with banks, savings and loans, securities dealers and approved State and county investment pools.

7.1 Authorization: The Authority may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) locate markets for securities appropriate to the Authority needs, and 4) agree to abide by the conditions set forth in the Authority's Investment Policy and be among the authorized institutions approved by the City Treasurer.

7.2 Certification: Before engaging in investment transactions with a broker/dealer, the Housing Finance Officer shall have received from said firm a signed certification that the responsible party from that firm has reviewed the Authority's Investment Policy. The Certification shall also state that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

## **8.0 AUTHORIZED AND SUITABLE INVESTMENTS**

HUD Notice PIH 2002-13 states an Authority should compare the return of an 'in house' cash management program with a program managed by an agent. It also states the Authority may contract with an approved governmental unit such as a State agency established for this purpose, such as a Local Agency Investment Fund (LAIF). The Notice also sets forth the following HUD-approved investments. The types of HUD-approved investments may change from time to time. It is the responsibility of the Housing Finance Officer to stay informed of the latest California Government Code and HUD-approved investments. HUD approved investments may be further limited by California Government Code Section 53607.

8.1 U.S. Treasury Bills, Notes and Bonds

8.2 Obligations issued by Agency or Instrumentality of the U.S. Government.

8.3 State or Municipal Depository Funds, such as LAIF, or pooled cash investment funds managed by County Treasurers.

8.4 Insured Demand and Savings Deposits, provided that deposits in excess of the insured amounts must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.5 Insured Money Market Deposit Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.6 Insured Super NOW Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by Securities listed in 8.1 or 8.2 above.

8.7 Negotiable Certificates of Deposit issued by Federally or state chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

8.8 Repurchase/Reverse Repurchase Agreements of any securities authorized by this section (See special limits and qualifications in HUD Notice PIH 1999-48, and CGC 53607).

8.9 Sweep Accounts that are 100% collateralized by securities listed in 8.1 or 8.2 above.

8.10 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this section. Such Funds must carry the highest rating of at least two national rating agencies. Not more than 20% of surplus funds can be invested in money market mutual funds.

8.11 Funds held under the terms of a Trust Indenture or other contract or agreement, including the HUD/PHA Annual Contributions Contract, may be invested according to the provisions of those indentures or contracts.

8.12 Principal only STRIPS.

8.13 Any other investment security authorized under the provisions of HUD Notice PIH 2002-13.

8.14 Prohibit securities that take the form of inverse floaters, range notes, mortgage-backed interest-only strips and floating-rate investments without a floor.

## **9.0 COLLATERAL**

Collateral requirements are addressed in HUD Notice PIH 2002-13 as well as California Government Code Section 53652. All Certificates of Deposits must be collateralized by US Treasury Obligations. Collateral must be held by a third party, and valued on a monthly basis.

## **10.0 SAFEKEEPING AND CUSTODY**

Security transactions entered into by the Authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities of duration exceeding 30 days to maturity shall be held by a third party custodian designated by the Housing Finance Officer. Evidence of account for each time deposit will be held in the Housing Authority safe.

## **11.0 DIVERSIFICATION**

In an effort to reduce portfolio risk while attaining market average rates, the Authority's portfolio will be suitably diversified by type and institution.

11.1 With the exception of U. S. Treasury securities and authorized pools, no more than 50 percent of the total portfolio will be invested in a single security type. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 To the extent possible, the Housing Finance Officer will attempt to match investments with anticipated cash flow requirements. Operating reserve funds may not be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

## **12.0 INTERNAL CONTROLS**

A system of internal controls will be maintained to assure compliance with Federal and State regulations, Housing Commission direction, and prudent cash management procedures.

12.1 Investment Review Committee: The Housing Director, Housing Finance Officer, and Housing Accountant are the members of the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.

12.2 Investment Portfolio Guidelines: Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment B)

12.3 Annual Audit: The Authority portfolio is included in the Independent Auditors' scope of examination during testing of the Authority's financial management at the annual audit.

## **13.0 REPORTING**

The Housing Finance Officer shall provide investment information to the Board of Commissioners.

13.1 Periodic Reports: The Housing Finance Officer will provide detailed reports of the investments in the pooled investment fund portfolio on a quarterly basis to the Board of Commissioners. Within thirty days of the end of each quarter, these reports will be provided with such additional information as market pricing. Summarized reports from Trustees regarding investments of bond proceeds will be provided as they become available.

13.2 Annual Report: This Investment Policy will be presented annually, following the close of the fiscal year, to the Board of Commissioners. Each of the four quarterly reports, which are submitted to the Commissioners as briefing reports, will provide a detailed report of the current status of the portfolio.

## HOUSING AUTHORITY OF THE CITY OF OXNARD

### INVESTMENT PORTFOLIO GUIDELINES

July 1, 2017

**INTRODUCTION.** These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

A. **GENERAL FACTORS.** Several factors must be considered in preparation for effective portfolio management.

1. **Cash Forecast.** The projected cash flow of the Authority shall be prepared annually, and updated as required throughout the year. A close working relationship with Authority Divisions having a significant impact on cash flow is maintained to maximize the efficiency of the Investment Program.
2. **Pooled Cash.** Whenever practical, the Authority cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to the average daily balances specific to fund ledger balances. No Authority bank account may be opened without the knowledge and consent of the Housing Finance Officer.
3. **Authorized Institution.** A list of institutions that meet the criteria of the Investment Policy and have been authorized by the Housing Finance Officer to do business with the Authority will be established, maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

B. **INVESTMENT PROCEDURES.** The Housing Finance Officer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

1. **Investment Transactions.** The Housing Finance Officer will authorize investment transactions. In his/her absence, the Housing Director will execute transactions as prescribed by the Housing Finance Officer prior to his/her absence.
2. **Wire Transfers.** The Authority will use pre-formatted wire transfers to restrict the transfer of funds to pre-authorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee.
3. **Safekeeping.** Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping. All purchases will be on a delivery versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the Authority name and held in Housing Finance Officer's safe.

C. **INVESTMENT CRITERIA.** All investments will be made in compliance with Federal, State, and Local laws governing the investment of Authority funds, and in accordance with the Authority's Investment Policy.

1. **Maturity of Investment.** Investments longer than one year may be made if consistent with the Authority cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of Authority funds, the investment will be matured at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. The Housing Finance Officer will determine such sales.
2. **Certificate of Deposit Evaluation.** Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of \$100,000, approved collateral shall be required at the percentage above market value as specified by HUD Notice PIH 2002-13 and CGC Section 53652 and/or 53651.

F. **INTERNAL CONTROL OF INVESTMENTS.** Investment transactions are controlled through distribution of responsibilities within the Housing Finance Officer's office by the following procedures:

1. The Housing Finance Officer initiates each investment transaction.
2. A journal entry detailing the investment is prepared by the Housing Accountant and approved by the Housing Finance Officer.
3. The journal entry entered on a cash balance spread sheet by the Housing Accountant.
4. At month end the book balances, maintained by the Housing Accountant, must balance with the portfolio balance maintained independently by the Housing Accountant.

## HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF  
OXNARD APPROVING ADOPTION OF AN INVESTMENT POLICY FOR  
THE HOUSING AUTHORITY OF THE CITY OF OXNARD

WHEREAS, the U. S. Department of Housing & Urban Development has established requirements governing cash management and approved investment instruments for certain funds under the control of public housing authorities (HUD Notice PIH 2002-13); and

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Section 53600.6); and

WHEREAS, the legislative body of the Housing Authority may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of U.S. Department of Housing & Urban Development Notice PIH 2002-13 and California Government Code sections 5922 and 53601; and

WHEREAS, the Housing Finance Officer of the Housing Authority of the City of Oxnard (Authority) is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Authority at a public meeting [California Government Code Section 53646(a)]; and

WHEREAS, the Board of Commissioners of the Authority ("Commission") determines that the policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

NOW, THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves: the Investment Policy of the Housing Authority of the City of Oxnard along with the Investment Portfolio Guidelines are hereby approved and adopted as the instruments to govern investments for the Housing Authority of the City of Oxnard.

Resolution No. \_\_\_\_\_  
Page 2

PASSED AND ADOPTED on this 6'th day of June 2017 by the following votes:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Tim Flynn, Chairperson

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Fischer, City Attorney





**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 11**

**DATE:** June 6, 2017

**TO:** Housing Authority

**THROUGH:** Greg Nyhoff  
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

**FROM:** Arturo Casillas  
Housing Director

A handwritten signature in black ink, appearing to read "Arturo Casillas".

**SUBJECT:** Revision to the Utility Allowances for Public Housing Residents and Section 8 Housing Choice Voucher Participants.

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

**RECOMMENDATION:**

That the Housing Authority of the City of Oxnard Board of Commissioners approve a Resolution to adopt revised utility allowance schedules for the Section 8 Housing Choice Voucher program and the Public Housing program.

**BACKGROUND**

Pursuant to the Code of Federal Regulations (24 CFR 982.517) a utility allowance schedule is used in determining family share of utility costs and a subsidy paid by the Oxnard Housing Authority ("OHA") to assist families pay for utilities. All housing authorities must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the normal patterns of consumption for the community as a whole are used along with current utility rates. HUD directs housing authorities to use their Utility Schedule Model to determine usage averages. Except for gas, there was no

## Revision of Utility Allowances

June 6, 2017

Page 2

significant change in usage from the last scheduled study, approximately 12 months ago. Housing authorities must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

### Utility Cost Increases:

The analysis to determine if a revision in utility allowances for tenants is necessary consists of identifying if the change in rates exceeds 10% from the existing schedule. It was determined that electric rates increased 8%, gas rates increased 12%, water rates increased 9% and sewer rates increased 10% while trash collection rates per month remained the same. Since the gas rate increase exceeded the 10% threshold, the Housing Authority is required to revise the utility schedule to reflect all utility increases.

In the Public Housing program, all residents, with the exception of those at the senior buildings (31-5 Plaza Vista and 31-8 Palm Vista), pay for electricity and gas. Water, sewer and trash are paid by the Authority. The senior building residents do not pay for any utilities.

In the Section 8 program, participants' utility responsibility varies, depending on the requirements of the owner of the property and the type of property. Therefore, there are three schedules – apartment/walk-up; townhouse & semi-detached/duplex; and detached house – each with the various utility or service listed separately.

The OHA has notified all Public Housing residents, as required by HUD regulation, and has publicized the notice in VIDA and at all OHA locations. The new schedules will be implemented at the time of the families' reexaminations effective July 1, 2017.

## **RESOLUTION**

A resolution adopting the revised utility allowance schedules for the Section 8 Housing Choice Voucher Program and the Public Housing Program.

## **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. 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.

## **FINANCIAL IMPACT**

Although both electric and gas rates increased, the California Climate Credit was included in the utility allowance calculation this year, which decreased the allowances for public housing

## Revision of Utility Allowances

June 6, 2017

Page 3

tenants. This decrease will increase tenants rent payments, which will result in an estimated \$6,000 increase in Low Rent Public Housing revenues. Overall, staff expect an increase in the Section 8 utility allowances, resulting in an estimated \$80,000 increase in subsidy payments on behalf of voucher holders.

There is no impact on the City's General Fund.

### **ATTACHMENTS:**

Attachment A: Resolution

Attachment B: Utility Allowance Schedules

HOUSING AUTHORITY OF THE CITY OF OXNARD  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD  
ADOPTING A REVISED UTILITY ALLOWANCE SCHEDULE FOR THE SECTION 8  
HOUSING CHOICE VOUCHER PROGRAM AND THE PUBLIC HOUSING  
PROGRAM**

WHEREAS, pursuant to 24 CFR 982.517 the Housing Authority is required to establish allowances for all resident paid utilities for Public Housing resident and review the schedules annually for rate changes requiring revisions to the schedules; and

WHEREAS, pursuant to the HUD Housing Choice Voucher Program Guidebook the Housing Authority is required to establish allowances for all resident paid utilities for Section 8 Housing Choice Voucher participants and review them annually for rate changes requiring revisions to the schedules; and

WHEREAS, the Housing Authority has determined that new utility allowance schedules are required based upon changes in utility rates in excess of 10% from the previously adopted utility allowance schedules; and

NOW THEREFORE, BE IT RESOLVED, that the Commission does hereby authorize the adoption of the proposed utility allowance schedules for the Section 8 Housing Choice Voucher program and Public Housing program.

PASSED AND ADOPTED on this 6th day of June, 2017 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Tim Flynn, Chairperson

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, Secretary Designate

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen Fischer, City Attorney

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Utility Allowance Schedule:

**31-1 Utility Allowance**

|                                 |                           |      |      |                        |      |      |      |                                  |      |      |
|---------------------------------|---------------------------|------|------|------------------------|------|------|------|----------------------------------|------|------|
| Locality<br>31-1 Colonia Courts |                           |      |      | Unit Type<br>Apartment |      |      |      | Date (mm/dd/yyyy)<br>7/1/2017 To |      |      |
| Utility or Service              | Monthly Dollar Allowances |      |      |                        |      |      |      |                                  |      |      |
|                                 | 0 BR                      | 1 BR | 2 BR | 3 BR                   | 4 BR | 5 BR | 6 BR | 7 BR                             | 8 BR | 9 BR |
|                                 | 0                         | 14   | 19   | 24                     | 29   | 0    | 0    | 0                                | 0    | 0    |
| Public Housing Electricity      | 0                         | 14   | 19   | 24                     | 29   | 0    | 0    | 0                                | 0    | 0    |
| Public Housing Gas              | 0                         | 23   | 27   | 31                     | 33   | 0    | 0    | 0                                | 0    | 0    |

Actual Family Allowances To be used by the family to compute allowances.  
Complete below for the actual unit rented.

Name of Family

Number of Bedrooms

| Utility or Service | per month cost |
|--------------------|----------------|
| Heating            |                |
| Cooking            |                |
| Other Electric     |                |
| Air Conditioning   |                |
| Water Heating      |                |
| Water              |                |
| Sewer              |                |
| Trash Collection   |                |
| Range/Microwave    |                |
| Refrigerator       |                |
| Other              |                |
|                    |                |
| <b>Total</b>       |                |

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Utility Allowance Schedule:

**31-2 Utility Allowance**

|                                |                           |      |      |                        |      |      |      |                                       |      |      |
|--------------------------------|---------------------------|------|------|------------------------|------|------|------|---------------------------------------|------|------|
| Locality<br>31-2 Felicia Court |                           |      |      | Unit Type<br>Apartment |      |      |      | Date (mm/dd/yyyy)<br>7/1/2017      To |      |      |
| Utility or Service             | Monthly Dollar Allowances |      |      |                        |      |      |      |                                       |      |      |
|                                | 0 BR                      | 1 BR | 2 BR | 3 BR                   | 4 BR | 5 BR | 6 BR | 7 BR                                  | 8 BR | 9 BR |
| Public Housing Electricity     | 0                         | 0    | 16   | 21                     | 25   | 31   | 0    | 0                                     | 0    | 0    |
| Public Housing Gas             | 0                         | 0    | 25   | 27                     | 29   | 32   | 0    | 0                                     | 0    | 0    |

Actual Family Allowances To be used by the family to compute allowances.  
Complete below for the actual unit rented.

Name of Family

Number of Bedrooms

| Utility or Service | per month cost |
|--------------------|----------------|
| Heating            |                |
| Cooking            |                |
| Other Electric     |                |
| Air Conditioning   |                |
| Water Heating      |                |
| Water              |                |
| Sewer              |                |
| Trash Collection   |                |
| Range/Microwave    |                |
| Refrigerator       |                |
| Other              |                |
|                    |                |
| <b>Total</b>       |                |

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Utility Allowance Schedule:

**31-3 Utility Allowance**

|                               |                           |      |      |                        |      |      |      |                                       |      |      |
|-------------------------------|---------------------------|------|------|------------------------|------|------|------|---------------------------------------|------|------|
| Locality<br>31-3 Colonia Road |                           |      |      | Unit Type<br>Apartment |      |      |      | Date (mm/dd/yyyy)<br>7/1/2017      To |      |      |
| Utility or Service            | Monthly Dollar Allowances |      |      |                        |      |      |      |                                       |      |      |
|                               | 0 BR                      | 1 BR | 2 BR | 3 BR                   | 4 BR | 5 BR | 6 BR | 7 BR                                  | 8 BR | 9 BR |
|                               | 0                         | 0    | 16   | 21                     | 25   | 31   | 0    | 0                                     | 0    | 0    |
|                               | 0                         | 0    | 25   | 27                     | 29   | 32   | 0    | 0                                     | 0    | 0    |

Actual Family Allowances To be used by the family to compute allowances.  
Complete below for the actual unit rented.

Name of Family

Number of Bedrooms

| Utility or Service | per month cost |
|--------------------|----------------|
| Heating            |                |
| Cooking            |                |
| Other Electric     |                |
| Air Conditioning   |                |
| Water Heating      |                |
| Water              |                |
| Sewer              |                |
| Trash Collection   |                |
| Range/Microwave    |                |
| Refrigerator       |                |
| Other              |                |
|                    |                |
| <b>Total</b>       |                |

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Utility Allowance Schedule:

**31-4 Utility Allowance**

|                                  |                           |      |      |                        |      |      |      |                                       |      |      |
|----------------------------------|---------------------------|------|------|------------------------|------|------|------|---------------------------------------|------|------|
| Locality<br>31-4 Pleasant Valley |                           |      |      | Unit Type<br>Apartment |      |      |      | Date (mm/dd/yyyy)<br>7/1/2017      To |      |      |
| Utility or Service               | Monthly Dollar Allowances |      |      |                        |      |      |      |                                       |      |      |
|                                  | 0 BR                      | 1 BR | 2 BR | 3 BR                   | 4 BR | 5 BR | 6 BR | 7 BR                                  | 8 BR | 9 BR |
| Public Housing Electricity       | 0                         | 12   | 16   | 21                     | 25   | 31   | 0    | 0                                     | 0    | 0    |
| Public Housing Gas               | 0                         | 22   | 26   | 29                     | 31   | 34   | 0    | 0                                     | 0    | 0    |

Actual Family Allowances To be used by the family to compute allowances.  
Complete below for the actual unit rented.

Name of Family

Number of Bedrooms

| Utility or Service | per month cost |
|--------------------|----------------|
| Heating            |                |
| Cooking            |                |
| Other Electric     |                |
| Air Conditioning   |                |
| Water Heating      |                |
| Water              |                |
| Sewer              |                |
| Trash Collection   |                |
| Range/Microwave    |                |
| Refrigerator       |                |
| Other              |                |
|                    |                |
| <b>Total</b>       |                |



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Utility Allowance Schedule:

**31-7 Utility Allowance**

|                                  |                           |      |      |                        |      |      |      |                                                       |      |      |
|----------------------------------|---------------------------|------|------|------------------------|------|------|------|-------------------------------------------------------|------|------|
| Locality<br>31-7 Scattered Sites |                           |      |      | Unit Type<br>Apartment |      |      |      | Date (mm/dd/yyyy)<br>7/1/2017                      To |      |      |
| Utility or Service               | Monthly Dollar Allowances |      |      |                        |      |      |      |                                                       |      |      |
|                                  | 0 BR                      | 1 BR | 2 BR | 3 BR                   | 4 BR | 5 BR | 6 BR | 7 BR                                                  | 8 BR | 9 BR |
| Public Housing Electricity       | 0                         | 0    | 19   | 24                     | 29   | 37   | 0    | 0                                                     | 0    | 0    |
| Public Housing Gas               | 0                         | 0    | 25   | 27                     | 29   | 32   | 0    | 0                                                     | 0    | 0    |

Actual Family Allowances To be used by the family to compute allowances.  
Complete below for the actual unit rented.

Name of Family

Number of Bedrooms

| Utility or Service | per month cost |
|--------------------|----------------|
| Heating            |                |
| Cooking            |                |
| Other Electric     |                |
| Air Conditioning   |                |
| Water Heating      |                |
| Water              |                |
| Sewer              |                |
| Trash Collection   |                |
| Range/Microwave    |                |
| Refrigerator       |                |
| Other              |                |
|                    |                |
| <b>Total</b>       |                |

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Utility Allowance Schedule:

**Section 8 Apartment/Walk-up Utility Allowance**

| Locality<br>Housing Choice Voucher |  | Unit Type<br>Apartment/Walk-up |      |      |      |      |      |      | Date (mm/dd/yyyy)<br>7/1/2017<br>To |      |      |
|------------------------------------|--|--------------------------------|------|------|------|------|------|------|-------------------------------------|------|------|
| Utility or Service                 |  | Monthly Dollar Allowances      |      |      |      |      |      |      |                                     |      |      |
|                                    |  | 0 BR                           | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR | 7 BR                                | 8 BR | 9 BR |
| air conditioning                   |  | 2                              | 2    | 3    | 5    | 6    | 7    | 0    | 0                                   | 0    | 0    |
| cooking natural gas                |  | 3                              | 4    | 6    | 6    | 8    | 9    | 0    | 0                                   | 0    | 0    |
| cooking oil/electric               |  | 6                              | 8    | 11   | 13   | 15   | 18   | 0    | 0                                   | 0    | 0    |
| heat oil/electric                  |  | 4                              | 8    | 11   | 15   | 18   | 22   | 0    | 0                                   | 0    | 0    |
| heating natural gas                |  | 5                              | 6    | 6    | 7    | 8    | 9    | 0    | 0                                   | 0    | 0    |
| other electric                     |  | 17                             | 26   | 35   | 48   | 60   | 73   | 0    | 0                                   | 0    | 0    |
| other monthly electric fees        |  | 1                              | 1    | 1    | 1    | 1    | 1    | 0    | 0                                   | 0    | 0    |
| other monthly gas fees             |  | 5                              | 5    | 5    | 5    | 5    | 5    | 0    | 0                                   | 0    | 0    |
| range/microwave                    |  | 12                             | 12   | 12   | 12   | 12   | 12   | 0    | 0                                   | 0    | 0    |
| refrigerator                       |  | 13                             | 13   | 13   | 13   | 13   | 13   | 0    | 0                                   | 0    | 0    |
| sewer                              |  | 19                             | 20   | 23   | 27   | 30   | 35   | 0    | 0                                   | 0    | 0    |
| trash collection                   |  | 25                             | 25   | 25   | 25   | 25   | 25   | 0    | 0                                   | 0    | 0    |
| water                              |  | 27                             | 27   | 33   | 38   | 43   | 48   | 0    | 0                                   | 0    | 0    |
| water heating natural gas          |  | 5                              | 7    | 10   | 13   | 15   | 18   | 0    | 0                                   | 0    | 0    |
| water heating oil/electric         |  | 11                             | 17   | 22   | 28   | 36   | 45   | 0    | 0                                   | 0    | 0    |

Actual Family Allowances To be used by the family to compute allowances.  
Complete below for the actual unit rented.

Name of Family

Number of Bedrooms

| Utility or Service | per month cost |
|--------------------|----------------|
| Heating            |                |
| Cooking            |                |
| Other Electric     |                |
| Air Conditioning   |                |
| Water Heating      |                |
| Water              |                |
| Sewer              |                |
| Trash Collection   |                |
| Range/Microwave    |                |
| Refrigerator       |                |
| Other              |                |
|                    |                |
| <b>Total</b>       |                |

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Utility Allowance Schedule:

**Section 8 Detached House Utility Allowance**

| Locality<br>Housing Choice Voucher |                           | Unit Type<br>Detached House |      |      |      |      |      | Date (mm/dd/yyyy)<br>7/1/2017 To |      |      |
|------------------------------------|---------------------------|-----------------------------|------|------|------|------|------|----------------------------------|------|------|
| Utility or Service                 | Monthly Dollar Allowances |                             |      |      |      |      |      |                                  |      |      |
|                                    | 0 BR                      | 1 BR                        | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR | 7 BR                             | 8 BR | 9 BR |
| air conditioning                   | 2                         | 2                           | 4    | 6    | 7    | 9    | 0    | 0                                | 0    | 0    |
| cooking natural gas                | 3                         | 4                           | 6    | 6    | 8    | 9    | 0    | 0                                | 0    | 0    |
| cooking oil/electric               | 6                         | 8                           | 11   | 13   | 15   | 18   | 0    | 0                                | 0    | 0    |
| heat oil/electric                  | 9                         | 14                          | 19   | 24   | 30   | 37   | 0    | 0                                | 0    | 0    |
| heating natural gas                | 9                         | 13                          | 18   | 23   | 28   | 32   | 0    | 0                                | 0    | 0    |
| other electric                     | 24                        | 38                          | 55   | 78   | 95   | 112  | 0    | 0                                | 0    | 0    |
| other monthly electric fees        | 1                         | 1                           | 1    | 1    | 1    | 1    | 0    | 0                                | 0    | 0    |
| other monthly gas fees             | 5                         | 5                           | 5    | 5    | 5    | 5    | 0    | 0                                | 0    | 0    |
| range/microwave                    | 12                        | 12                          | 12   | 12   | 12   | 12   | 0    | 0                                | 0    | 0    |
| refrigerator                       | 13                        | 13                          | 13   | 13   | 13   | 13   | 0    | 0                                | 0    | 0    |
| sewer                              | 47                        | 47                          | 51   | 56   | 60   | 65   | 0    | 0                                | 0    | 0    |
| trash collection                   | 25                        | 25                          | 25   | 25   | 25   | 25   | 0    | 0                                | 0    | 0    |
| water                              | 41                        | 41                          | 48   | 55   | 64   | 74   | 0    | 0                                | 0    | 0    |
| water heating natural gas          | 5                         | 7                           | 10   | 13   | 15   | 18   | 0    | 0                                | 0    | 0    |
| water heating oil/electric         | 11                        | 17                          | 22   | 28   | 36   | 45   | 0    | 0                                | 0    | 0    |

Actual Family Allowances To be used by the family to compute allowances.  
Complete below for the actual unit rented.

Name of Family

Number of Bedrooms

| Utility or Service | per month cost |
|--------------------|----------------|
| Heating            |                |
| Cooking            |                |
| Other Electric     |                |
| Air Conditioning   |                |
| Water Heating      |                |
| Water              |                |
| Sewer              |                |
| Trash Collection   |                |
| Range/Microwave    |                |
| Refrigerator       |                |
| Other              |                |
|                    |                |
| <b>Total</b>       |                |

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**
**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

 OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Utility Allowance Schedule:

**Section 8 Townhouse & Semi-Detached/Duplex**

|                                    |                                               |                                  |
|------------------------------------|-----------------------------------------------|----------------------------------|
| Locality<br>Housing Choice Voucher | Unit Type<br>Townhouse & Semi-Detached/Duplex | Date (mm/dd/yyyy)<br>7/1/2017 To |
|------------------------------------|-----------------------------------------------|----------------------------------|

| Utility or Service          | Monthly Dollar Allowances |      |      |      |      |      |      |      |      |      |
|-----------------------------|---------------------------|------|------|------|------|------|------|------|------|------|
|                             | 0 BR                      | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6 BR | 7 BR | 8 BR | 9 BR |
| air conditioning            | 1                         | 2    | 4    | 6    | 7    | 9    | 0    | 0    | 0    | 0    |
| cooking natural gas         | 3                         | 4    | 6    | 6    | 8    | 9    | 0    | 0    | 0    | 0    |
| cooking oil/electric        | 6                         | 8    | 11   | 13   | 15   | 18   | 0    | 0    | 0    | 0    |
| heat oil/electric           | 9                         | 13   | 17   | 21   | 25   | 31   | 0    | 0    | 0    | 0    |
| heating natural gas         | 15                        | 18   | 21   | 25   | 28   | 31   | 0    | 0    | 0    | 0    |
| other electric              | 17                        | 28   | 42   | 64   | 80   | 96   | 0    | 0    | 0    | 0    |
| other monthly electric fees | 1                         | 1    | 1    | 1    | 1    | 1    | 0    | 0    | 0    | 0    |
| other monthly gas fees      | 5                         | 5    | 5    | 5    | 5    | 5    | 0    | 0    | 0    | 0    |
| range/microwave             | 12                        | 12   | 12   | 12   | 12   | 12   | 0    | 0    | 0    | 0    |
| refrigerator                | 13                        | 13   | 13   | 13   | 13   | 13   | 0    | 0    | 0    | 0    |
| sewer                       | 31                        | 31   | 34   | 38   | 42   | 46   | 0    | 0    | 0    | 0    |
| trash collection            | 25                        | 25   | 25   | 25   | 25   | 25   | 0    | 0    | 0    | 0    |
| water                       | 27                        | 27   | 33   | 38   | 43   | 48   | 0    | 0    | 0    | 0    |
| water heating natural gas   | 5                         | 7    | 10   | 13   | 15   | 18   | 0    | 0    | 0    | 0    |
| water heating oil/electric  | 11                        | 17   | 22   | 28   | 36   | 45   | 0    | 0    | 0    | 0    |

 Actual Family Allowances To be used by the family to compute allowances.  
Complete below for the actual unit rented.

Name of Family

Number of Bedrooms

| Utility or Service | per month cost |
|--------------------|----------------|
| Heating            |                |
| Cooking            |                |
| Other Electric     |                |
| Air Conditioning   |                |
| Water Heating      |                |
| Water              |                |
| Sewer              |                |
| Trash Collection   |                |
| Range/Microwave    |                |
| Refrigerator       |                |
| Other              |                |
|                    |                |
| <b>Total</b>       |                |



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 12**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Arturo Casillas  
Housing Director

**SUBJECT:** Request for \$200,000 in Funding from the Ventura County Housing Trust Fund

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

**RECOMMENDATION:**

That the City Council approve a request for \$200,000 in funding for an investment into the Ventura County Housing Trust Fund (VCHTF).

**BACKGROUND**

The Ventura County Housing Trust Fund (VCHTF) is a Countywide, non-profit organization whose mission is to “support more housing choices, by generating and leveraging financial resources, working in partnership with the public, private, and non-profit sectors throughout Ventura County”. The VCHTF provides short term, below market interest rate loans to developers (nonprofit and for profit) producing affordable housing through a Revolving Loan Fund. The VCHTF staff and board review loan applications from developers, analyze pro-formas, underwrite loans, prepare loan documents for funding, and manage in-house loan servicing. The VCHTF offers predevelopment, construction, and Gap/Bridge loans to developers to build new affordable units.

The VCHTF has raised more than \$4 million since its inception in 2012, and has lent \$3.7 million to affordable housing projects throughout Ventura County. The VCHTF has successfully leveraged monies from several jurisdictions throughout the County, including Moorpark, Santa Paula and Thousand Oaks (\$50,000 each), Camarillo (\$100,000), Simi Valley (\$150,000), City

of Ventura (\$200,000) and County of Ventura (\$500,000), and is currently soliciting these same jurisdictions for a second round of funding.

The VCHTF is committed to providing 30 percent of the housing trust fund monies to be used for projects that are affordable to extremely low-income households and at least 50 percent to be used for projects that are affordable to low-income households. The VCHTF is also committed to prioritizing funding for housing that is targeted toward farmworkers, homeless, veterans, and youth transitioning from foster care.

The VCHTF has requested \$200,000 in funding from the City of Oxnard, Housing In-Lieu Fee. VCHTF will leverage funding that will yield a potential \$1,000,000 return with two current developers seeking construction loan funding of \$500,000 each. The two projects are in the City of Oxnard, Habitat for Humanity of Ventura County's First & Hayes Street affordable development, which will consist of six single-family for-sale homes, and Gardner Management's Cypress Garden Villas, which will consist of thirty low-income rental units. The City's \$200,000 investment will continue to be leveraged as loans are repaid to VCHTF and funds go back out in the form of additional loans throughout Ventura County and potentially other Oxnard projects.

While the VCHTF does not guarantee that funds contributed by a jurisdiction are used within that jurisdiction, it will give extra scoring points to projects that are in a jurisdiction that has contributed to the housing trust fund. The ability to leverage funds in this real estate market is key and important to the success of future affordable housing projects. In recent years, the County has seen significant rent increases and real estate prices have begun to climb. With the demise of the Redevelopment Agency funds, and significant decreases in state and federal funds for affordable housing development, the VCHTF represents a valuable source to fill funding gaps for local affordable housing projects.

The 2007-2017 County of Ventura 10-Year Plan to End Homelessness, as updated (Jan. 2013), points out that the VCHTF was created after the fund was recommended in the 10-Year Plan in 2007. The VCHTF was presented as one of several key recommendations for generating resources to develop affordable housing to assist in the effort to end homelessness.

## **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. 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 2. Address homelessness through the development and implementation of a multi-tiered strategy.

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

Ventura County Housing Trust Fund

June 6, 2017

Page 3

### **FINANCIAL IMPACT**

The requested \$200,000 will be appropriated from Housing In-Lieu Fee Fund Balance to Ventura County Housing Trust Fund Project 175102 (Account# 371-5129-826-82.09). The approximate remaining balance in this fund after the proposed appropriation will be \$2.6 million.

### **ATTACHMENTS:**

Attachment #1 - Budget Appropriation - Ventura County Housing Trust Fund 06.06.17

Attachment #2 - Ventura County Housing Trust Fund Request for Funds

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Housing  
**Project/Program**  
**Manager:** Ruth E. Johnson

**Date:** June 6, 2017  
**Phone:** 805-385-7404

**Reason for Appropriation:**

To appropriate funds to the Ventura County Housing Fund from the Housing In-Lieu Fee Fund.

**Accounts and Descriptions**

**AMOUNT**

**Fund:** HOUSING IN-LIEU FEE FUND (371)

**Expenditures/Transfers Out**

**VENTURA COUNTY HOUSING TRUST FUND (Project No. 175102)**

|                    |                                            |         |
|--------------------|--------------------------------------------|---------|
| 371-5129-826-82.09 | OTHER SERVICES / CONTRACTUAL-LOW HOUSING P | 200,000 |
|--------------------|--------------------------------------------|---------|

|                        |         |
|------------------------|---------|
| Sub-total Expenditures | 200,000 |
|------------------------|---------|

|                                   |                  |
|-----------------------------------|------------------|
| <b>Net Change to Fund Balance</b> | <b>(200,000)</b> |
|-----------------------------------|------------------|

|                                 |                |
|---------------------------------|----------------|
| <b>Net Appropriation Change</b> | <b>200,000</b> |
|---------------------------------|----------------|

**Approvals**

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) \_\_\_\_\_

BA Doc# (Finance Use Only) \_\_\_\_\_

Rev# \_\_\_\_\_

**Packet Pg. 180**





# Ventura County Housing Trust Fund

April 27, 2017

## Executive Committee

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Stephen Boggs  
*The Boggs Group, LLC*

### Vice Chair

Sean Morreale  
*Pacific Western Bank*

### Treasurer

Nancy Conk  
*Housing Consultant*

### Secretary

Christy Madden  
*County of Ventura, CEO Office*

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Marni Brook  
*Montecito Bank & Trust*

### Chair Emeritus

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*Dyer Sheehan Group, Inc.*

### Advisor

Mary Ann Krause, AICP  
*Urban Planner*

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*Housing Authority of the  
City of San Buenaventura*

Jennie Buckingham  
*City of San Buenaventura*

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*Retired, City of Oxnard  
Housing Director*

Peter Lyons  
*City of Simi Valley*

David Moe  
*City of Camarillo*

Lynn Oshita  
*City of Thousand Oaks*

Mark Pettit  
*Lauterbach & Associates Architects*

Greg Regier, Esq.  
*Jackson Tidus, A Law Corporation*

Alex Russell  
*Many Mansions*

Donna Sepulveda-Weber  
*Stewart Title of California*

Ralph Velarde  
*Ventura County Office  
of Education*

### Chief Executive Officer:

Linda Braunschweiger

Ruth Osuna

Assistant City Manager

City of Oxnard

300 W. Third Street, 4<sup>th</sup> Fl

Oxnard, CA 93030

Dear Ruth,

Thank you for meeting with me yesterday. The City of Oxnard is very lucky to have someone with your housing background and experience. You are certainly an asset to the City. I truly enjoyed our conversation.

Since our inception in 2012, the Ventura County Housing Trust Fund (VCHTF) has raised over \$4M and lent to affordable rental housing projects \$3.7M. VCHTF provides short term, below market interest rate loans to developers (nonprofit and for profit) producing new affordable housing through our “**Revolving Loan Fund**”. At this time, we are asking all the cities in VC and the County to reinvest in this valuable loan fund. **We would be honored to partner with the City of Oxnard through an investment by the City for \$200,000 into the Housing Trust Fund.**

VCHTF is an independent 501(c)(3) non-profit and a State of California certified Community Development Financial Institution. Our mission is to support more housing choices, by generating and leveraging financial resources, working in partnership with the public, private, and non-profit sectors throughout Ventura County. We work closely with nonprofit and for profit developers building affordable housing. VCHTF places a priority on funding housing targeted toward Farmworkers, Homeless, Veterans, and Youth transitioning from Foster Care. VCHTF reviews loan applications from developers, analyses pro-formas, underwrites loans, prepares loan documents for funding, and manages in-house loan servicing.

Over the last few years, our County has seen significant rent increases and real estate prices have returned to close to top dollar. At the same time, we have watched the demise of RDA funds, State and Federal affordable housing dollars significantly cut, and other grants sources dry up. These challenges have made the Housing Trust Fund even more valuable due to its leveraging ability, ability to raise funds not traditionally used for affordable housing, and our ability to be flexible addressing the special needs of our developers to make a deal successful. VCHTF offers predevelopment, construction, and GAP/Bridge loans to developers building affordable units.

VCHTF was able to leverage all our municipal investments to bring other investments (public, private and charitable funds) into the Revolving Loan Fund to produce more loans throughout Ventura County. The Housing Trust Fund model is

# Ventura County Housing Trust Fund

unique for this very reason that it is able to leverage funds from investors not traditionally funding affordable housing (example: RaboBank \$250,000 EQ2 Investment, Montecito Bank \$550,000, and McCune Foundation \$150,000 investments). In addition, as loans are repaid (such as the projects listed below) funds are recycled back out into the community to develop more affordable housing units.

In our first round of municipal investments, the smaller cities such as Santa Paula and Moorpark both invested \$50,000 into the Housing Trust Fund. Moorpark leveraged their funds into three loans for a total of \$1,625,000 from VCHTF to a nonprofit developer building 27 affordable rental units. Santa Paula leveraged their investment into three loans for a total of \$850,000 from VCHTF to their Housing Authority building 25 affordable rental units. Larger cities such as the City of Ventura invested \$200,000 which produced \$724,900 in loans, developing 56 units, for projects within the City of Ventura. In addition, they two additional projects in the application phase. In today's tight financial market, the VCHTF funds made the difference in all these projects moving forward to completion.

Loans since inception:

| Year        | Amount                             | Applicant                 | Project                          | Details                                                          | Population Served                  |
|-------------|------------------------------------|---------------------------|----------------------------------|------------------------------------------------------------------|------------------------------------|
| 2013        | \$300,000 *                        | Santa Paula HA            | Citrus Grove Apartments          | new construction; 6 units + common area amenities                | low income seniors                 |
| 2013        | \$159,900 *                        | Ventura HA                | Saratoga Distressed              | purchase & refurbish 1 unit in a distressed condominium complex  | VL income                          |
| 2013        | \$200,000 *                        | Ventura HA                | Castillo del Sol                 | new construction; 39 units + common area amenities               | homeless, special needs            |
| 2014        | \$500,000 *                        | Cabrillo EDC              | Camino Esperanza (Simi Valley)   | new construction; 30 1-bedroom apartments + common area          | seniors, seniors with disabilities |
| 2014        | \$250,000                          | Turning Point Foundation  | Vince Street Project (Ventura)   | refurbish commercial bldg into 10 SRO apartments                 | homeless vets                      |
| 2014        | \$250,000                          | Santa Paula HA            | Oakwood Court Apts (Santa Paula) | new construction; 8 units + common area amenities                | low income seniors                 |
| 2016        | \$300,000                          | Santa Paula HA            | Citricos de Santa Paula          | new construction; 11 1-bedroom units + common area               | low income seniors                 |
| 2016        | \$115,000                          | Ventura HA                | SF De Minimus (for sale)         | refurbish six homes; proceeds toward 140-unit affordable project | n/a                                |
| 2016 & 2017 | \$1,625,000 (three separate loans) | Area HA County of Ventura | Walnut Street Apts. (Moorpark)   | new construction; 27 1-2-3 bedroom units                         | ELI & VL low income                |

\* Loan repaid; funds returned without restriction to the Revolving Loan Fund to be used toward additional housing projects.

# Ventura County Housing Trust Fund

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In 2016, VCHTF became certified as a State of California, Community Development Financial Institution (CDFI) through the Department of Insurance, California Organized Investment Network (COIN) program. VCHTF is now working on becoming a Federal Department of Treasury certified CDFI in 2017/2018. Becoming the only CDFI located in Ventura County lending for affordable multi-family developments has the potential to bring millions of Federal resources directly to Ventura County.

As promised in our organizing phase, VCHTF has continued to research a potential dedicated source of funding for the HTF. The Board of Directors has committed in its Strategic Plan to make the identification of a dedicated source funding a priority in 2017/18. The long term success of VCHTF hinges on a successful dedicated source campaign in the near future.

As VCHTF moves into the next phase of growth, while continuing to fill the critical need of dollars for the development and preservation of affordable housing, we need the City of Oxnard's help. **We ask the City of Oxnard to show leadership and foresight by making an investment of \$200,000 into the Housing Trust Fund.** This investment will be leveraged to highly impact positive change for low income individuals and families with a priority on developing units for homeless, veterans, farm workers, and youth transitioning from foster care.

Please feel free to contact me with any questions. I would be happy to make a formal presentation to the City Council, if necessary, be available for questions when the request goes on the Council agenda.

Regards,

*Linda Braunschweiger*

Linda Braunschweiger  
CEO  
805-407-2455  
Linda@VCHousingTrustFund.org



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 13**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Scott Whitney  
Police Chief

**SUBJECT:** MOUs with School Districts

**CONTACT:** Scott Whitney, Police Chief  
Scott.Whitney@Oxnard.org, 385-7624

**RECOMMENDATION:**

That City Council approve and authorize the City Manager to execute the Cost Sharing Memorandums of Understanding (MOU) between the: Rio School District, Hueneme School District, Oxnard School District and the Oxnard Union High School District for the School Resource Officer (SRO) Program. These MOUs set forth guidelines between the listed school districts and the Oxnard Police Department (OPD) to ensure an understanding of the goals of the SRO program. The various districts reimburse the OPD for a portion of the personnel costs associated with this program.

**BACKGROUND**

The FY 17-18 School District MOUs set forth guidelines and cost reimbursements between four local school districts and the City of Oxnard Police Department's SRO program. These are a continuation of our current agreements, and renew the school districts' commitments to reimburse the City for the combined equivalent of seventy-five percent (75%) of personnel costs for the Police Department's seven (7) assigned SROs. The Oxnard Union High School District (OUHSD) also renews its agreement to fully reimburse the City for costs related to the staffing of special events.

## MOUs with School Districts

June 6, 2017

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### School Resource Officer Program Overview

The SRO program serves a student population of approximately 42,000 students in Oxnard's four public school districts. The Police Department has an SRO assigned to each of the four (4) public high schools in the OUHSD. These four (4) SROs are assigned full-time to their respective high schools.

Three (3) more police officers are assigned to the elementary and junior high schools for three school districts (Oxnard, Hueneme, and Rio). Two of these three elementary/junior high school SROs provide services to the Oxnard School District (OSD), while the third SRO splits time between Hueneme School District and selected schools from the Rio School District (ones that are in Oxnard).

SROs assist school administrators in helping maintain a safe campus environment that is conducive to learning. SROs provide a visible presence to deter or identify trespassers on campus. School officials rely on the SROs training, knowledge and experience in handling situations involving weapons violations, or in the identification of controlled dangerous substances. In addition, SROs provide a service to the surrounding community by addressing concerns such as loitering, speeding or other traffic issues.

SROs are assigned to schools on a long-term basis, based on a school year. The SROs also handle police service calls on and around school campuses, providing relief to the Police Department's Patrol Division. High school SROs typically handle issues dealing with thefts, assaults, drugs, alcohol, weapons, threats, bullying, child abuse, child custody court orders, truancy, traffic issues, gangs, students with mental health issues, runaway students, and conflicts among parents. These previously mentioned issues are more typically found in the high schools. Elementary and middle school SROs are in an environment that naturally places them in more of a prevention-based posture, as many of the younger students can benefit from positive interaction with police, as well as the establishment of role models for the youth.

As is the case for all police officers, SROs are responsible for investigating violations of criminal law. When it is both necessary and appropriate, SROs enforce these laws by citing or arresting offenders, but favor prevention and intervention strategies, viewing enforcement as a last resort. Language is included in the MOUs that reinforces this.

Below are some statistics for 2016 that illustrate measurable SRO activities:

- SROs handled approximately 2,000 calls for service related to school campuses
- SROs handled approximately 300 citations/arrests for offenses
- Over 2,000 parents and students were counseled by the SROs
- SROs provided approximately 200 presentations, in a variety of topics/forums
- SROs coordinated forty-seven (47) school safety / lock down drills
- SROs participated in over 200 School Attendance Review Board hearings
- SRO's generated approximately 300 crime, arrest, and incident reports

## MOUs with School Districts

June 6, 2017

Page 3

Of note, statistically measurable activity, such as counseling sessions, meetings, and presentations have far more value than their numerical statistics, as their impacts upon individuals to make better choices or other positive outcomes are difficult to measure.

The Memoranda of Understanding

The SRO MOU's involve the reimbursement to the City for the services of seven (7) police officers, who provide enhanced services to four of Oxnard's school districts. In general, the City is reimbursed for seventy-five percent (75%) of personnel costs related to the seven (7) SROs. The following is a cost breakdown that explains the reimbursement model.

- Oxnard Union High School District's cost-sharing amount is \$527,220 (75% of the cost of four (4) officers).
- Oxnard School District's cost-sharing amount is \$263,610 (75% of the cost of two (2) officers).
- The seventh SRO splits the forty-hour workweek between the Hueneme School District and Rio School District's Oxnard-based schools. The sum of the two districts' contributions equals 75% of the personnel cost for this officer:
  - Hueneme School District's cost sharing amount is \$86,112 (49% of the cost of an officer).
    - § This officer provides twenty-six (26) hours of service per week to the district.
  - Rio School District's cost sharing amount is \$45,692 (26% of the cost of an officer).
    - § This officer provides fourteen hours of service per week to the district.

For FY 17-18 MOUs, all of the School Districts agreed to increase their reimbursements by one percent (1%) to cover City employee collective bargaining agreement-driven cost increases. The following table illustrates the comparison between FY 16-17 and FY 17-18 reimbursements:

| School District                   | FY 16-17<br>Reimbursement<br>from School<br>District | FY 17-18<br>Reimbursement<br>from School<br>District | School District<br>Contribution<br>Increase |
|-----------------------------------|------------------------------------------------------|------------------------------------------------------|---------------------------------------------|
| Oxnard Union High School District | \$522,000                                            | \$527,220                                            | \$5,220                                     |
| Oxnard School District            | \$261,000                                            | \$263,610                                            | \$2,610                                     |
| Hueneme School District           | \$85,260                                             | \$86,112                                             | \$852                                       |
| Rio School District               | \$45,240                                             | \$45,692                                             | \$452                                       |
| Total:                            | \$913,500                                            | \$922,634                                            | \$9,134                                     |

Oxnard Union High School District has an additional MOU which is for cost recovery for special events throughout the school year. The overtime reimbursement rates are as follows:

- Police Officer \$73.12 per hour
- Senior Police Officer \$86.11 per hour

MOUs with School Districts

June 6, 2017

Page 4

- Sergeant \$97.57 per hour

The school districts will be billed for a lump-sum payment to the City no less than 60 days prior to June 30, 2018.

## **STRATEGIC PRIORITIES**

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 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

## **FINANCIAL IMPACT**

The total contribution from the four school districts is \$922,634, and represents an increase of \$9,134 from FY 16-17. The anticipated revenue is budgeted and will be included in the FY17-18 budget.

## **ATTACHMENTS:**

Attachment A - MOU with Rio School District

Attachment B - MOU with Hueneme School District

Attachment C - MOU with Oxnard School District

Attachment D - MOU with Oxnard Union High School District

Attachment E - MOU with OUHSD for Special Events

## Agreement No. 7837-17-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Rio School District (“**RSD**” or “**District**”) is made and entered into as of July 1, 2017. City and District are sometimes individually referred to as “Party” and collectively as “Parties.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of one (1) School Resource Officer (“**SRO**”) to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.



3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Twenty Six percent (26%) of the cost to operate and administer the SRO program for FY 2016-17 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Five Thousand Six Hundred and Ninety Two Dollars (\$45,692) (26% of the cost of an officer) no less than thirty (30) days prior to June 30, 2018.

City shall send invoices to: Kristen Pifko, Assistant Superintendent of Business Services Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
 251 South "C" Street  
 Oxnard, California 93030  
 Attention: Jason Benites, Assistant Chief of Police

District:

Rio School District  
 2500 Vineyard Avenue, #100  
 Oxnard, CA 93036  
 Attention: Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

RIO SCHOOL DISTRICT

\_\_\_\_\_  
Greg Nyhoff, City Manager

\_\_\_\_\_  
Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Scott Whitney, Police Chief

## EXHIBIT "A"

### SRO Guidelines

#### ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

#### DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

#### RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

- suspicion.
3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
  4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

## Agreement No. 7838-17-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Hueneme School District (“**HSD**” or “**District**”) is made and entered into as of July 1, 2017. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of one (1) School Resource Officer (“**SRO**”) to HSD elementary and intermediate school campuses for a total of Twenty Six (26) hours a week. The SRO will work with HSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

In addition to the obligations set forth in the Agreement, City shall notify the District Superintendent in writing within five (5) business days of City's anticipation of a SRO absence from a school exceeding a period of nine (9) consecutive school days.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund forty-nine percent (49%) of the cost to operate and administer the SRO program for FY 2017-2018 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Eighty-six Thousand One Hundred and Twelve Dollars (\$86,112) (49% of the cost of one officer) no less than thirty (30) days prior to June 30, 2018.

City shall send invoices to: Christine Walker, Superintendent, Hueneme School District, 205 N. Ventura Road, Port Hueneme, California 93041-3065. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2017 to June 30, 2018, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either



Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Jason Benites, Assistant Chief of Police

District:

Hueneme School District  
205 N. Ventura Road  
Port Hueneme, California 93041-3065  
Attention: Dr. Jerry Dannenberg, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and

bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

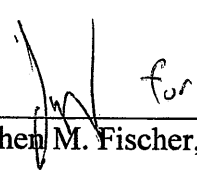
CITY OF OXNARD

HUENEME SCHOOL DISTRICT

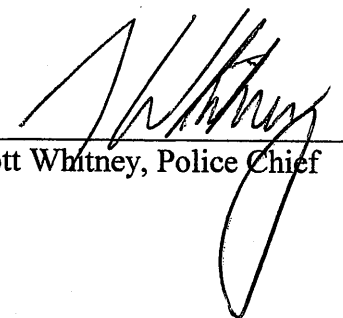
\_\_\_\_\_  
Greg Nyhoff, City Manager

Christine Walker  
Dr. Christine Walker, Superintendent

APPROVED AS TO FORM

 for  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Scott Whitney, Police Chief

## EXHIBIT "A"

### SRO Guidelines

#### ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

#### DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

#### RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the HSD, all SROs will be given a user-specific login and access to the HSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

## Agreement No. 7835-17-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard School District (“**OSD**” or “**District**”) is made and entered into as of July 1, 2017. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of two (2) School Resource Officer’s (“**SRO’s**”) to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2017-2018 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Two Hundred Sixty Three Thousand, Six Hundred Ten dollars (\$263,610) (total cost for two officers) no less than thirty (30) days prior to June 30, 2018.

City shall send invoices to: Lisa Cline, Deputy Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2017 to June 30, 2018, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
 251 South "C" Street  
 Oxnard, California 93030  
 Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030  
 Attention: Lisa Cline, Deputy Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be



construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Greg Nyhoff, City Manager

\_\_\_\_\_  
Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

\_\_\_\_\_  
Scott Whitney, Police Chief

## EXHIBIT "A"

### SRO Guidelines

#### ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

#### DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

#### RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
  - a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

## Agreement No. 7836-17-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES  
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard Union High School District (“**OUHSD**” or “**District**”) is made and entered into as of July 1, 2017. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OUHSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of four (4) School Resource Officer’s (“**SRO’s**”) to OUHSD school campuses. The SRO will work with OUHSD district staff as well as staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO’s to be tailored to the specific needs of each school, and it will also provide for flexibility of the SRO’s law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy-Five percent (75%) of the cost to operate and administer the SRO program for FY 2017-2018 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Five Hundred Twenty-seven Thousand, Two Hundred and Twenty Dollars (\$527,220) (75% of the cost of the officers) no less than thirty (30) days prior to June 30, 2018.

City shall send invoices to: Steve Dickinson, Assistant Superintendent of Administrative Services, Oxnard Union High School District, 309 S. K Street, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2017 to June 30, 2018, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots,

acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard Union High School District  
309 S. K Street  
Oxnard, CA 93030  
Attention: Dr. Penelope Deleon, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

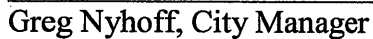
12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.



20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

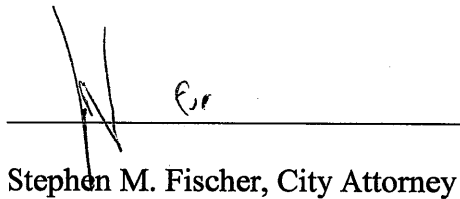
CITY OF OXNARD

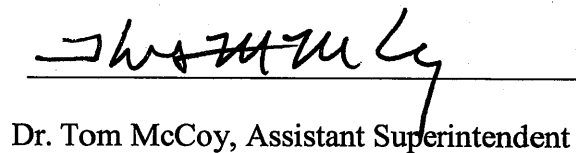
OXNARD UNION HIGH SCHOOL DISTRICT

  
 Greg Nyhoff, City Manager

  
 Dr. Penelope Deleon, Superintendent

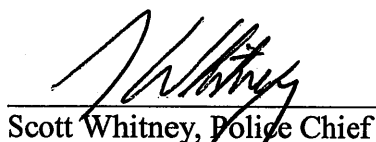
APPROVED AS TO FORM

  
 Stephen M. Fischer, City Attorney

  
 Dr. Tom McCoy, Assistant Superintendent

  
 Risk Manager

APPROVED AS TO CONTENT

  
 Scott Whitney, Police Chief

## EXHIBIT "A"

### SRO Guidelines

#### ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to the deployment of the SRO and each month school administrators shall be informed of the regular or specially assigned duties and responsibilities that require the SRO to be off campus during school days and/or school hours. School Administrators shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. Copies of weekly SRO activity reports are available to the school principal and/or District Superintendent or the Superintendents' designee upon request.
6. The SRO shall inform school administration if he or she is being reassigned to cover a vacant position in the SRO unit. If the reassignment last more than two consecutive weeks the District Superintendent or Superintendent's designee will be informed by the SRO supervisor and a plan to provide full coverage to the impacted school site will be developed at no additional cost to the district.

#### DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

#### RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.

- a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.
3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers

- d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
2. SROs will not be provided:
- a. Access to install programs to workstations or servers
  - b. Access to District email accounts or the District's email address book
  - c. Access to the District's Student Information System
  - d. Access to other District files

## Agreement No. 7840-17-PO

## AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES ("**Agreement**") by and between the City of Oxnard, a municipal corporation ("**City**") and the Oxnard Union High School District ("**District**") is made and entered into as of July 1, 2017. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("**OPD**") shall provide no less than two (2) police officers to provide police services at select special events of the District, including, but not limited to, football games, basketball games, dances at District campuses, homecoming games, events involving school rivalries, gang concerns, commencement ceremonies or other school or community events on or off District campuses with increased risk potential (the "**Services**"). The Parties acknowledge and agree that OPD may, in its sole and absolute discretion, deploy more than two (2) police officers to District campuses for events on or off District campuses with increased risk potential. The Parties also acknowledge and agree that OPD may assign one (1) supervisor when there are multiple games/events on the same night or when there is a single game/event requiring more than two (2) officers.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services.
3. Compensation. District agrees to pay City for the Services provided under this Agreement at rates provided in **Exhibit A** attached hereto and incorporated by this reference in full herein.
4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed for the event.
5. Term. The term of this Agreement shall be from August 29, 2017 to June 30, 2018, unless earlier terminated as provided herein.
6. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least seven (7) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.

7. Method of Payment. Upon the satisfactory completion of the Services for any special event during the term of this Agreement, City shall submit an invoice to District, delineating the Services performed. City shall send all invoices to: Steve Dickenson, Assistant Superintendent of Business, Oxnard Union High School District, 309 South "K" Street, Oxnard, California 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges thereon.

8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**City:**

Oxnard Police Department  
251 South "C" Street  
Oxnard, California 93030  
Attention: Jason Benites, Assistant Chief of Police

**District:**

Oxnard Union High School District  
309 South "K" Street  
Oxnard, California 93030  
Attention: Dr. Penelope DeLeon, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.

15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

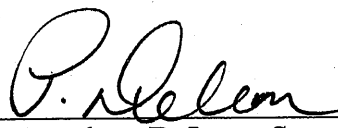
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

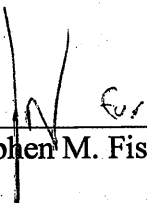
**CITY OF OXNARD**

**OXNARD UNION HIGH SCHOOL  
DISTRICT**

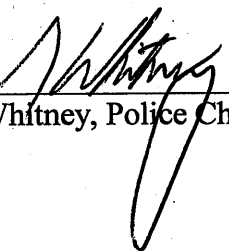
\_\_\_\_\_  
Greg Nyhoff, City Manager

  
\_\_\_\_\_  
Dr. Penelope DeLeon, Superintendent

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Scott Whitney, Police Chief



**EXHIBIT "A"**  
**HOURLY COMPENSATION RATES**

| <b>Position</b>       | <b>Hourly Rate</b> |
|-----------------------|--------------------|
| Police Officer        | \$73.12            |
| Senior Police Officer | \$86.11            |
| Sergeant              | \$97.57            |



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 1**

**DATE:** June 6, 2017

**TO:** City Council

**FROM:** Phillip Molina  
City Treasurer

A handwritten signature in cursive script that reads "Phillip Molina".

**SUBJECT:** General Banking Services Agreement (5/10/5)

**CONTACT:** Phillip Molina, City Treasurer  
Phillip.Molina@oxnard.org, 385-7808

**RECOMMENDATION:**

The City Council approve and authorize the Mayor to execute an agreement with Bank of America in an estimated amount of \$360,000 for an initial term of 3 years with an option to renew for a 2-year term, to provide general banking services, including provision of a continuing Sweep Account and armored guard pickup services.

**BACKGROUND**

The City Treasurer is charged with the decision of choosing which bank will provide the general banking services for the city. During the process of developing the Request For Proposal (RFP) for financial institutions it became clear that the general banking services were but a small part of the services now used by the city. The proposals were written to include other services such as "merchant services" for processing credit card transactions, lockbox services, sweep transactions, etc. The question that came to mind was whether each separate activity might be best organized in such a way that a mixture of providers could result in better services with lower costs. With that in mind, the RFP was written so that we could pick from the list of services and service providers the most advantageous combination for the City.

The City received proposals from a very good pool of proposers. The three finalists were very qualified, very competitive and familiar with the government cash management processes. City staff gained knowledge from the analysis and verification of competitive pricing. Should the City change banking institution, proposers estimates the implementation period to last between 30-45 days (or more) and will involve staff time for both City Treasurer's and IT Departments.

## City of Oxnard's General Banking Services Agreement (5/10/5)

June 6, 2017

Page 2

The final recommendation is to use Bank of America for our general banking services, primarily because the bank provided the City with a \$20,000 loyalty credit against monthly costs for the first 2 years of the contract, a total credit of \$40,000. This weighted heavily on the calculations for determining the lowest cost provider. Bank of America will provide for a continuing Sweep account using a DDA (direct deposit account) 110% collateralized bank account. City Treasurer will work with Bank of America and a security company to provide armored guard pickup services.

While other banks did provide a \$33,000 credit it was determined that the amount of this credit would be used in changing stock, and equipment that might be needed in transferring from the current bank to the other bank.

### **FINANCIAL IMPACT**

The annual banking services contract based on volume is estimated to cost \$120,000 per year. This amount does not include the cost of credit card service processing fees charged by Visa & MasterCard estimated at an average of \$240,000 per year. The City Treasurer will submit at a later date an agreement with Elavon to provide merchant services for Visa, MasterCard and other credit card payment companies.

### **ATTACHMENTS:**

Attachment A: Bank of America General Banking Services Agreement

Attachment B: City Treasurer's evaluation of 4 bank submittals on our RFP issued April, 2017

## AGREEMENT FOR GOVERNMENT BANKING SERVICES

This Agreement for Government Banking Services (the "Agreement") is dated as of the 1st day of July, 2017 (the "Effective Date"), by and between Bank of America, N.A., a national banking association ("Bank") and the **City of Oxnard, California** ("City").

WHEREAS, the City issued a Request for Proposal for Banking Services dated as of March 23, 2017 (the "RFP") for procurement of various banking services as outlined therein (collectively, the "Services"); and

WHEREAS, Bank was the successful and awarded bidder under the RFP, having submitted its proposal to the City dated as of April 17, 2017 (the "Bid Response"); and

WHEREAS, the City previously executed that certain Authorization and Agreement for Treasury Services Terms and Conditions Booklet dated as of October 5, 2016 (the "T&C Booklet") pursuant to which Bank has provisioned various treasury services to the City; and

WHEREAS, pursuant to the laws of the State of California, as applicable, the City wishes to procure such Services from Bank on basis of the RFP and the Bid Response, subject to and as modified by the terms herein and the revised schedule of fees in Exhibit A attached hereto; and

WHEREAS, the City and Bank wish to enter into this Agreement for the purpose of specifying the final terms and constituent documents of the Agreement regarding the Services.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Bank each agree as follows:

1. Integrated Agreement. The entire and final integrated agreement between the City and Bank related to the Services shall consist of the following documents: (i) this Agreement, including the schedule of fees as provided in Exhibit A attached hereto; (ii) the T&C Booklet, including Bank's user documentation and set-up forms in connection with the Services referenced therein, as applicable; (iii) the Bank's Bid Response; and (iv) the City's RFP. In the event of conflict among the foregoing documents, such conflict shall be resolved by giving precedence first to this Agreement, then to the RFP as modified by the Bid Response, and finally to the T&C Booklet. This integrated agreement supersedes all prior negotiations, representations, statements and agreements between Bank and the City, whether written or oral, regarding the Services.
2. Commencement of Performance. Except as may be otherwise agreed by the parties, Bank shall continue and/or begin performing the Services upon the City's execution and delivery of this Agreement and any related set-up forms, as applicable. Bank shall continue to perform the Services during the term of this Agreement.
3. Term. The initial term of this Agreement shall begin as of the Effective Date of July 1, 2017 and continue for an initial term of three (3) years. This Agreement may be further extended

or renewed upon mutual consent of the parties for up to two (2) additional periods of one (1) year each, or such other periods as the parties may further agree in writing.

4. Failure to Perform/Cure. If Bank materially breaches any requirements of this Agreement, the City may issue a written notice to Bank that outlines the remedial action requested to cure such breach and bring Bank into material conformance with this Agreement. If such remedial action is not completed to the satisfaction of the City within ten (10) business days from Bank's receipt of such notice, the City may issue a second written notice to Bank of such material breach. If Bank does not take satisfactory action within five (5) business days of the date of Bank's receipt of the second written notice, then the City may terminate this Agreement effective immediately or upon such future date as the City may determine for such termination. Failure by the City to issue such notices or to terminate this Agreement in a particular instance does not waive any of City's rights to issue subsequent notices.
5. Mutual Non-Indemnity. Notwithstanding anything to the contrary herein or in any of the constituent documents of the integrated agreement provided in Section 1 above, to the fullest extent permitted by law the parties agree to a position of mutual non-indemnification of the other party. For avoidance of doubt, the foregoing means that neither party shall bear responsibility to the other under this Agreement for any legal claims brought by third parties other than the City and Bank, or for any costs associated with or resulting from such claims.
6. Governing Law. Notwithstanding anything to the contrary herein or in any of the constituent documents of the integrated agreement provided in Section 1 above, the parties agree that the construction and interpretation of this Agreement and rights and duties of the City and Bank hereunder shall be governed by U.S. federal law, as applicable, and the laws of the State of California. Any legal action by Bank against the City shall be brought in any court of competent jurisdiction with respect to Ventura County, California.
7. Notices. Except as may otherwise be specified in any applicable set-up forms or agreed to in writing by the parties, notices to the City and Bank shall be sent to the respective addresses set forth below. Changes in the address set forth below may be made from time to time by either party upon written notice to the other party.

*City:* City of Oxnard, CA  
Attn: City Treasurer's Dept.  
214 South C Street  
Oxnard, California 93030

*Bank:* Bank of America, N.A.  
Attn: Public Sector Banking  
333 South Hope Street, 23<sup>rd</sup> Floor  
Los Angeles, California 90071

8. Authority. The City and Bank each represents and warrants that this Agreement has been duly authorized by all necessary action and is binding on such party in accordance with its terms herein.
9. Counterparts. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the City and Bank have executed this Agreement for Government Banking Services effective as of the date first written above.

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

**CITY OF OXNARD**

**BANK OF AMERICA, N.A.**

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patty Ramirez  
Director, Senior Client Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Phillip S. Molina, Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phillip S. Molina, Department Head

\_\_\_\_\_  
Date

APPROVED AS TO AMOUNT:

\_\_\_\_\_  
Greg Nyhoff, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Mike More, Risk Manager

\_\_\_\_\_  
Date

**EXHIBIT A**

- **Loyalty Credit:** Bank shall provide the City a loyalty credit in the amount of Forty Thousand Dollars (\$40,000.00), such amount to be applied over a two (2) year period, in the form of \$20,000 in the first year of the Agreement and \$20,000 in the second year.
- **Earnings Credit Rate (ECR):** Bank shall provide for an increase to the City's applicable Earnings Credit Rate from 0.25% to 0.40%.
- **Schedule of Fees / Pro-Forma Analysis Statement:** See Attached.

**Proposed Charges for Banking Services**

| Proposed Price | Service Description                 | Frequency             | Monthly Volume | Monthly Cost | Definition                                                                                                                                                                                            |
|----------------|-------------------------------------|-----------------------|----------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$0.1461       | DEPOSIT BANK ASSESSMENT             | PER \$1,000           | 30,134         | \$4,402.58   | MONTHLY CHARGE FOR INSURING DEMAND DEPOSIT WITH THE FEDERAL DEPOSIT INSURANCE CORPORATION.                                                                                                            |
| \$0.5000       | ACH NOTIF OF CHANGE (NOC)           | PER ITEM              | 4              | \$2.00       | PER ITEM FEE FOR AN ACH NOTIFICATION OF CHANGE (NOC) SENT BY THE RECEIVER'S FINANCIAL INSTITUTION NOTIFYING THE ORIGINATOR OF A CORRECTION THAT MUST BE MADE WHEN ORIGINATING THE ITEM IN THE FUTURE. |
| \$1.0000       | ACH BLOCKS AUTH INSTRUCTIONS        | PER INSTRUCTION       | 16             | \$16.00      | A PER FILTER FEE TO ALLOW SELECTED ACH CREDITS AND/OR DEBITS TO POST TO A CORPORATE ACCOUNT.                                                                                                          |
| \$1.0000       | EXPRESS TAX (EFTPS) ONLINE PMT      | PER TRANSACTION       | 7              | \$7.00       | THE CHARGE PER TRANSACTION FOR TAX PAYMENTS SUBMITTED THROUGH EXPRESS TAX SOFTWARE PRODUCT.                                                                                                           |
| \$1.0000       | ACH OPTIONAL REPORTS- ELECTRONIC(E) | PER REPORT            | 28             | \$28.00      | A PER REPORT CHARGE TO DELIVER AN OPTIONAL ACH REPORT ELECTRONICALLY, INCLUDING VIA ECHANNEL, TRANSMISSION AND OTHER ELECTRONIC DELIVERY METHODS.                                                     |
| \$1.0000       | ACH RETURN ITEM                     | PER ITEM              | 1              | \$1.00       | PER ITEM CHARGE FOR THE RETURN OR NOTIFICATION OF CHANGE (NOC) OF AN ACH ITEM PRESENTED FOR PAYMENT AGAINST AN ACCOUNT IN YOUR BANK OR ANOTHER BANK.                                                  |
| \$20.0000      | ACH MONTHLY MAINTENANCE             | PER SET UP            | 4              | \$80.00      | MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM.                                                                                                                                               |
| \$0.0000       | ACH SETUP                           | PER COMPANY ID        | 3              | \$0.00       | ONE TIME FEE FOR THE INITIAL SET UP OF A SINGLE COMPANY ID FOR A CLIENT TO ORIGINATE ACH.                                                                                                             |
| \$5.0000       | ACH INPUT-FILE                      | PER INPUT             | 3              | \$15.00      | PER FILE FEE TO PROCESS ACH ITEMS THAT ARE DELIVERED TO YOUR BANK VIA A DATA TRANSMISSION.                                                                                                            |
| \$1.0000       | ACH BLOCKS AUTH MAINTENANCE         | PER ACCOUNT           | 5              | \$5.00       | THE CHARGE TO MAINTAIN BLOCKS AND FILTERS INFORMATION ON THE ACH SYSTEMS.                                                                                                                             |
| \$0.0200       | ACH ORIGINATED ADDENDA              | PER ITEM              | 51             | \$1.02       | PER ITEM FEE TO ORIGINATE ADDENDA RECORDS ACCOMPANYING AN ACH ITEM. AN ADDENDA RECORD IS AN OPTIONAL ACH RECORD THAT CARRIES SUPPLEMENTAL DATA CONCERNING THE ITEM.                                   |
| \$1.0000       | ACH LV ON US ITEMS                  | PER ITEM              | 4              | \$4.00       | PER ITEM FEE TO ORIGINATE AN ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER IN YOUR BANK                                                                                                            |
| \$1.0000       | ACH LV OFF US ITEMS                 | PER ITEM              | 47             | \$47.00      | PER ITEM FEE TO ORIGINATE AN ACH ITEM WHICH IS DESTINED FOR A CORPORATE ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.                                                                              |
| \$0.0000       | ACH LV-INPUT                        | PER ITEM              | 13             | \$0.00       | PER FILE FEE TO PROCESS ACH ENTRIES THAT WERE DELIVERED TO THE BANK ONLINE OR A PAYROLL VENDOR.                                                                                                       |
| \$5.0000       | ACH LV-MONTHLY MAINTENANCE          | PER CO ID / PER MONTH | 2              | \$10.00      | MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM. LOW VOLUME PRICING IS AVAILABLE TO CLIENTS SUBMITTING ACH ENTRIES USING ONLINE ACH OR A VENDOR.                                               |
| \$1.0000       | ACH STANDARD RPTS-ELECTRONIC        | PER REPORT            | 4              | \$4.00       | A PER REPORT CHARGE TO DELIVER STANDARD ACH REPORTS ELECTRONICALLY. THIS INCLUDES REPORT DELIVERY ONLINE, VIA TRANSMISSION AND OTHER ELECTRONIC METHODS.                                              |
| \$0.0200       | ACH ON US CREDITS                   | PER ITEM              | 732            | \$14.64      | PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER ACCOUNT HOLDER IN YOUR BANK.                                                                                          |
| \$0.0200       | ACH OFF US CREDITS                  | PER ITEM              | 4,473          | \$89.46      | PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.                                                                           |
| \$0.0200       | ACH ON US DEBITS                    | PER ITEM              | 165            | \$3.30       | PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER.                                                                                       |
| \$0.0200       | ACH OFF US DEBITS                   | PER ITEM              | 564            | \$11.28      | PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.                                                                           |
| \$0.0200       | ACH CREDIT RECEIVED ITEM            | PER ITEM              | 239            | \$4.78       | PER ITEM FEE, CHARGED BY ACH, FOR AN ACH RECEIVED CREDIT. THIS FEE IS IN ADDITION TO THE PER ITEM FEE APPLIED BY DDA FOR POSTING OF AN ELECTRONIC ITEM TO A DDA ACCOUNT.                              |
| \$0.0200       | ACH DEBIT RECEIVED ITEM             | PER ITEM              | 62             | \$1.24       | PER ITEM FEE, CHARGED BY ACH, FOR AN ACH RECEIVED DEBIT. THIS FEE IS IN ADDITION TO THE PER ITEM FEE APPLIED BY DDA FOR POSTING OF AN ELECTRONIC ITEM TO A DDA ACCOUNT.                               |



| Proposed Price | Service Description            | Frequency                | Monthly Volume | Monthly Cost | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------|--------------------------------|--------------------------|----------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$25.0000      | CPO ARP ONLINE REPORTS         | PER MONTH PER ACCOUNT    | 1              | \$25.00      | CHARGE FOR ANY/ALL RECONCILIATION REPORTS PASSED TO CPO, STANDARD & OPTIONAL RPT. 24 MONTH RETENTION. BILLED BY CPO.                                                                                                                                                                                                                                                                                                                                 |
| \$0.0000       | PP IMAGE REQUESTED             | PER ITEM                 | 27             | \$0.00       | THE POSITIVE PAY PER ITEM CHARGE FOR EACH IMAGE VIEWED ON ONLINE IMAGE ACCESS SERVICE.                                                                                                                                                                                                                                                                                                                                                               |
| \$0.0500       | ARP VOID CANCEL ITEMS          | PER ITEM                 | 3              | \$0.15       | THE PER ITEM FEE FOR SUBMITTING CANCELS VIA TRANSMISSION OR ONLINE SYSTEM.                                                                                                                                                                                                                                                                                                                                                                           |
| \$0.0000       | ARP OUTPUT PROCESSING PER ITEM | PER ITEM                 | 1,414          | \$0.00       | THE PER ITEM CHARGE FOR PROVIDING A END OF CYCLE OR DAILY PAID (PRIOR TO CORRECTIONS) FILE.                                                                                                                                                                                                                                                                                                                                                          |
| \$0.0000       | POSITIVE PAY EXCEPTIONS        | PER ITEM                 | 145            | \$0.00       | THE CHARGE FOR PAID NO ISSUE, CHECK VOIDED PRIOR TO PAYMENT AND PAYEE NOT FOUND POSITIVE PAY EXCEPTION ITEMS RELEASED TO THE CLIENT FOR DECISION.                                                                                                                                                                                                                                                                                                    |
| \$15.0000      | ARP PPAY MAINT-NO RECON        | PER ACCOUNT / PER MONTH  | 1              | \$15.00      | RECONCILIATION CHARGES FOR PROVIDING THE POSITIVE PAY SERVICE. CUSTOMER PROVIDES BANK WITH CHECK ISSUE INFORMATION BUT HAS NO OTHER RECONCILIATION SERVICE(S).                                                                                                                                                                                                                                                                                       |
| \$45.0000      | ARP PARTIAL PPAY MAINT-PPR RPT | PER RECONCILEMENT        | 1              | \$45.00      | THE PER RECONCILEMENT CHARGE FOR PROVIDING THE PARTIAL POSITIVE PAY WITH PARTIAL RECONCILEMENT SERVICE WHERE NOTIFICATION IS PROVIDED ELECTRONICALLY AND THE CUSTOMER DOES NOT PROVIDE THE BANK WITH CHECK ISSUE INFORMATION.                                                                                                                                                                                                                        |
| \$0.0200       | ARP PARTIAL PPAY ITEM          | PER ITEM                 | 1,414          | \$28.28      | THE PER PAID ITEM CHARGE FOR PROVIDING POSITIVE PAY WITH PARTIAL RECONCILIATION SERVICE.                                                                                                                                                                                                                                                                                                                                                             |
| \$20.0000      | ARP PARTIAL PPAY MAINT-SUPP    | PER ITEM                 | 1              | \$20.00      | MONTHLY MAINTENANCE FOR THE PARTIAL RECONCILIATION SERVICE WITH POSITIVE PAY WHERE THE CLIENT DOES NOT RECEIVE THE HARDCOPY REPORTS                                                                                                                                                                                                                                                                                                                  |
| \$5.0000       | ARP POSITIVE PAY RETURN-OTHER  | PER ITEM                 | 1              | \$5.00       | PER ITEM CHARGE FOR THE RETURN OF PPY EXCEPTION ITEMS FOR A REASON OTHER THAN FRAUD.                                                                                                                                                                                                                                                                                                                                                                 |
| \$0.0000       | ARP PPAY INPUT FILE-TRANS      | PER FILE                 | 9              | \$0.00       | THE PER FILE CHARGE FOR A INPUT FILE FOR AN ACCOUNT WITH POSITIVE PAY WITH OR WITHOUT RECONCILIATION SERVICES.                                                                                                                                                                                                                                                                                                                                       |
| \$0.0200       | ARP PPAY NO RECON INPUT ITEM   | PER ITEM                 | 630            | \$12.60      | THE PER ISSUE ITEM FEE FOR PROVIDING POSITIVE PAY SERVICES WITH NO RECONCILIATION.                                                                                                                                                                                                                                                                                                                                                                   |
| \$15.0000      | TRANS MGMT MONTHLY MAINT       | MONTHLY RECURRING VOLUME | 1              | \$15.00      | FEE FOR ADMINISTERING VAULT TRANSPORTATION SERVICES.                                                                                                                                                                                                                                                                                                                                                                                                 |
|                | MTNLY ARMORED CARRIER          | *AMOUNT                  | 1              | \$0.00       | A BILL PAYMENT ARRANGEMENT UNDER WHICH THE BANK PAYS FEES FOR TRANSPORTATION SERVICES FOR DELIVERY OF VAULT DEPOSITS PROVIDED A CLIENT PURSUANT TO A CONTRACT BETWEEN THE CLIENT AND A 3RD PARTY VENDOR, AND WHICH RESULTS IN EXPLICIT (I.E. HARD DOLLAR) CHARGES OR BALANCE BASED CHARGES (USING EARNINGS CREDITS) IN AN AMOUNT AT LEAST EQUAL TO THE BILL PAYMENT. SUBJECT TO THE NON-STANDARD REQUEST POLICY AND APPROVAL BY CONTRACT MANAGEMENT. |
| \$1.0000       | DEPOSIT CORR NON CASH          | PER CORRECTION           | 2              | \$2.00       | TRANSACTIONAL CHARGE FOR PROCESSING AN ADJUSTMENT FOR EACH NON-CASH DEPOSIT RECONCILIATION DIFFERENCE.                                                                                                                                                                                                                                                                                                                                               |
| \$0.1200       | CURR/COIN DEP/\$100-VLT        | PER \$100                | 9,870          | \$1,184.40   | THE FEE FOR PROCESSING THE CASH PORTION OF A DEPOSIT DELIVERED DIRECTLY TO CASH VAULT BY CLIENT'S ARMORED CARRIER. THE FEE IS APPLIED TO EACH \$100 OF CASH DEPOSITED.                                                                                                                                                                                                                                                                               |
| \$7.0000       | COIN DEPOSIT-NON STD BAG-VLT   | PER BAG                  | 1              | \$7.00       | THE FEE TO DEPOSIT BAGS OF LOOSE COIN IN LESS THAN FEDERAL RESERVE STANDARD AMOUNTS OR MIXED DENOMINATION DELIVERED DIRECTLY TO A CASH VAULT OR BANKING CENTER. THIS FEE IS APPLIED PER BAG IN ADDITION TO PER \$100 CHARGE.                                                                                                                                                                                                                         |
| \$0.1200       | CURRENCY SUPP/\$100-NONSTD-VLT | PER \$100                | 569            | \$68.28      | AMOUNTS (I.E., LESS THAN 100 NOTES OF THE SAME DENOMINATION) REQUESTED FROM A CASH VAULT. THE FEE IS APPLIED TO EACH \$100 SUPPLIED.                                                                                                                                                                                                                                                                                                                 |
| \$0.2000       | COIN DEPOSITED-ROLL-VLT        | PER ROLL DEPOSITED       | 123            | \$24.60      | THE FEE FOR DEPOSITING ROLLED/Wrapped COIN THROUGH THE CASH VAULT. THE FEE IS ASSESSED PER COIN ROLL DEPOSITED.                                                                                                                                                                                                                                                                                                                                      |
| \$8.0000       | DEPOSIT CORRECTION-CASH        | PER CORRECTION           | 1              | \$8.00       | THE FEE FOR A DISCREPANCY FOUND BETWEEN CLIENT'S DECLARED AMOUNT OF CASH DEPOSITED AND THE AMOUNT ACTUALLY VERIFIED BY BANK. CHARGE APPLIES TO ALL CASH VAULT AND BANKING CENTER CASH DEPOSITS AND IS APPLIED PER DEPOSIT REQUIRING ADJUSTMENT.                                                                                                                                                                                                      |
| \$0.1200       | COIN SUPPLIED/ROLL-VLT         | PER ROLL                 | 370            | \$44.40      | THE FEE FOR SUPPLYING INDIVIDUAL ROLLS OF COIN FROM A CASH VAULT. THE FEE IS APPLIED PER ROLL SUPPLIED.                                                                                                                                                                                                                                                                                                                                              |

| Proposed Price | Service Description            | Frequency                    | Monthly Volume | Monthly Cost | Definition                                                                                                                                                                        |
|----------------|--------------------------------|------------------------------|----------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$0.7500       | RETURNS-RECLEAR                | PER ITEM                     | 30             | \$22.50      | THE CHARGE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY THE PAYER BANK TO THE DEPOSITOR'S ACCOUNT. A PER ITEM CHARGE.                                                      |
| \$0.0700       | RETURNS-ALTERNATE ACCT         | PER DAY                      | 1              | \$0.07       | RETURNED ITEMS ARE DEPOSITED TO ONE DDA ACCOUNT AND ARE CHARGED BACK TO A DIFFERENT DDA ACCOUNT. A DAILY CHARGE ONLY WHEN THERE IS ACTIVITY.                                      |
| \$3.0000       | RETURNS-SINGLE ITEM ADV        | PER ITEM                     | 27             | \$81.00      | A PER ITEM CHARGE FOR ONLY ONE RETURNED ITEM PER ADVISE. CUSTOMER WILL SEE ONE DEBIT TO THEIR MONTHLY STATEMENT FOR EACH SINGLE ITEM ADVISE.                                      |
| \$0.2000       | CKS DEP UN-ENCODED ITEMS       | PER ITEM                     | 845            | \$169.00     | TRANSACTIONAL CHARGE FOR PROCESSING UNENCODED CHECKS.                                                                                                                             |
| \$10.0000      | ACCOUNT MAINTENANCE            | PER ACCOUNT / PER MONTH      | 6              | \$60.00      | THE PER ACCOUNT MONTHLY SERVICE CHARGE FOR MAINTAINING AN ANALYZED ACCOUNT.                                                                                                       |
| \$5.0000       | PAPER DEPOSIT STATEMENT MAILED | PER ITEM                     | 1              | \$5.00       | CHARGE FOR PAPER STATEMENT WHEN RECEIVING ELECTRONIC.                                                                                                                             |
| \$3.7500       | PHOTOCOPY-SELF SERVICE         | PER ITEM                     | 1              | \$3.75       | PER ITEM CHARGE FOR PHOTOCOPIES REQUESTED THROUGH SELF-SERVICE CHANNELS (VRU, CPO)                                                                                                |
| \$10.0000      | STATEMENT COPY                 | PER PRINTOUT                 | 1              | \$10.00      | THE PER PRINTOUT CHARGE FOR A CUSTOMER-REQUESTED SCREEN PRINTOUT OF CHECKING ACCOUNT ACTIVITY. THE BRANCH PRINTS OUT THE SCREEN DISPLAY RATHER THAN ORDERING A SPECIAL STATEMENT. |
| \$5.0000       | PHOTOCOPY-MANUAL               | PER ITEM                     | 3              | \$15.00      | THE PER ITEM CHARGE FOR PHOTOCOPYING CHECKS, DEPOSIT TICKETS, ETC.                                                                                                                |
| \$0.0200       | DEBITS POSTED-OTHER            | PER ITEM                     | 115            | \$2.30       | PER ITEM FEE, CHARGED BY THE DDA SYSTEM, FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.                                                                                         |
| \$0.0200       | CREDITS POSTED-OTHER           | PER ITEM                     | 258            | \$5.16       | PER ITEM FEE, CHARGED BY THE DDA SYSTEM, FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.                                                                                         |
| \$0.0800       | GENERAL CHECKS PAID TRUNCATED  | PER ITEM                     | 2,077          | \$124.62     | PER ITEM FEE FOR GENERAL CHECKS PAID TRUNCATED.                                                                                                                                   |
| \$5.0000       | CD ROM DISK                    | PER CD ROM                   | 2              | \$10.00      | PER CD FEE FOR EACH CD ROM DISK CREATED.                                                                                                                                          |
| \$5.0000       | CD ROM MAINTENANCE             | PER ACCOUNT                  | 2              | \$10.00      | CD-ROM MONTHLY MAINTENANCE, PER ACCOUNT, FOR SOFTWARE EXPENSE, ONGOING SUPPORT AND REVISION/UPGRADES.                                                                             |
| \$0.0200       | CD ROM PER IMAGE               | PER ITEM                     | 2,077          | \$41.54      | THE PER ITEM FEE FOR EACH POSTED ITEM THAT IS BURNED ON A CD ROM.                                                                                                                 |
| \$5.0000       | STOP PAY AUTOMATED<=12 MONTHS  | PER STOP PLACED OR RE-ISSUED | 1              | \$5.00       | STOP PAYMENT ADD AND STOP PAYMENT RE-ISSUE REQUESTED VIA CASHPRO ONLINE WITH A DURATION UP TO ONE YEAR.                                                                           |
| \$0.1000       | GEN DISB CKS PD IMAGE          | PER CHECK                    | 34             | \$3.40       | THE GENERAL DISBURSEMENT PER ITEM CHECKS PAID CHARGE FOR RECEIVING IMAGES ONLY OF PAID CHECKS ON AN IMAGE STATEMENT.                                                              |
| \$0.0000       | IMAGE ARCHIVE-90 DAYS          | PER ITEM                     | 2,513          | \$0.00       | THE PER ITEM FEE ASSOCIATED WITH THE CAPTURE AND STORAGE FOR ONLINE ACCESS TO PRESENTED IMAGES ITEMS FOR 90 DAYS.                                                                 |
| \$0.0000       | IMAGE MAINTENANCE CPO          | PER ACCT/GRP                 | 5              | \$0.00       | THE MONTHLY MAINTENANCE FEE FOR IMAGE ACCESS VIA CASHPRO ONLINE. THIS FEE IS ASSESSED ON EACH ACCOUNT, AND RECALCULATED FOR GROUP LEVEL PRICING ON ACCOUNT ANALYSIS.              |
| \$8.0000       | NON-RELATION CUST CK CASHED CA | PER ITEM                     | 18             | \$144.00     | NON-RELATIONSHIP CUSTOMER CHECK CASHING TRANSACTIONS THAT OCCUR IN CA BANKING CENTER; CLIENT HAS CA SPECIFIC NRC ARRANGEMENT                                                      |
| \$0.9000       | CHECK DEPOSIT-ICL or RDSO      | PER DEPOSIT                  | 315            | \$283.50     | RECEIPT OF A TRANSMISSION WHICH CONTAINS A DEPOSIT OF AN IMAGE CASH LETTER.                                                                                                       |
|                | **MERCHANT SERVICES            | *AMOUNT                      | 1              | \$0.00       | THE BUNDLED CHARGE FOR MERCHANT CARD FEES. FEE TO BECOME AN EXPLICIT CHARGE.                                                                                                      |
| \$100.0000     | PAYMODE CON MTHLY LICENSE      | PER MONTH                    | 1              | \$100.00     | MONTHLY FEE FOR USE OF PAYMODE CONCENTRATOR SERVICE.                                                                                                                              |
| \$0.0800       | PAYMODE CON TRANSACTION        | PER PAYMENT                  | 8,654          | \$692.32     | PER ITEM FEE FOR EACH PAYMENT CONCENTRATED.                                                                                                                                       |
| \$0.0000       | RDSOL-ITEM STORAGE             | PER ITEM                     | 823,136        | \$0.00       |                                                                                                                                                                                   |

| Proposed Price | Service Description                  | Frequency       | Monthly Volume | Monthly Cost | Definition                                                                                                                                                                                                                                |
|----------------|--------------------------------------|-----------------|----------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$12.0000      | HIGH VOLUME SCANNER MAINT            | PER SCANNER     | 6              | \$72.00      | SCANNER WARRANTY FEES                                                                                                                                                                                                                     |
| \$1.0000       | DEPOSIT CORRECTION-RDSO              | PER ITEM        | 2              | \$2.00       | CHARGE FOR ANY ADJUSTMENTS MADE TO AN INCOMING IMAGE CASH LETTER.                                                                                                                                                                         |
| \$10.0000      | REMOTE DEP-ACCOUNT MAINTENANCE       | PER ACCOUNT     | 2              | \$20.00      | MONTHLY MAINTENANCE FEE                                                                                                                                                                                                                   |
| \$0.0150       | REMOTE DEP CK IMAGE PROCESSING       | PER ITEM        | 18,544         | \$278.16     | PROCESSING FEE PER ITEM                                                                                                                                                                                                                   |
| \$0.0150       | IMAGE DEPOSITED ITEMS-RDSO           | PER ITEM        | 18,520         | \$277.80     | BUNDLED PRICE FOR ITEMS CLEARED AS IMAGES VIA RDSO                                                                                                                                                                                        |
| \$0.0000       | AUTO MUTUAL FUND INVESTMENT          | PER ACCOUNT     | 1              | \$0.00       | THE MONTHLY FEE CHARGED TO A CLIENT USING AN LMA SWEEP MUTUAL FUND SERVICE.                                                                                                                                                               |
| \$10.0000      | CPO GP MTHLY MAINT                   | AMOUNT          | 1              | \$10.00      | CHARGE FOR USAGE OF GLOBAL PAYMENTS APPLICATION WHEN CLIENT SETUP WITH GPS PREMIUM PRICING PACKAGE. - 24 MONTH DATA RETENTION FOR REPORTS.                                                                                                |
| \$0.0000       | CPO GP ACCTS ENTITLED                |                 | 5              | \$0.00       |                                                                                                                                                                                                                                           |
| \$4.0000       | ELEC WIRE OUT-DOMESTIC               | PER WIRE        | 14             | \$56.00      | THE PER WIRE CHARGE FOR AN OUTGOING, ELECTRONICALLY INITIATED, DOMESTIC WIRE BEING SENT TO A BENEFICIARY AT A BANK IN THE U.S.                                                                                                            |
| \$2.0000       | CPO ACCOUNT TRANSFER                 | PER TRANSACTION | 6              | \$12.00      | THE CHARGE TO INITIATE A TRANSFER BETWEEN TWO ACCOUNTS WITHIN YOUR BANK FOR THE SAME CUSTOMER.                                                                                                                                            |
| \$4.0000       | INCOMING DOMESTIC WIRE               | PER WIRE        | 8              | \$32.00      | THE PER WIRE CHARGE TO RECEIVE A FEDWIRE TRANSFER THAT WAS SENT FROM ANOTHER US BANK.                                                                                                                                                     |
| \$0.5000       | CPO GP CUST MNTTEMP STORAGE          | PER ITEM        | 12             | \$6.00       | NUMBER OF ELECTRONIC TEMPLATES THAT ARE CREATED AND MAINTAINED BY THE CLIENT ON THE ONLINE GLOBAL PAYMENT SERVICES APPLICATION                                                                                                            |
| \$0.0000       | ACH SETUP - ADDED                    | PER COMPANY ID  | 0              | \$0.00       | ONE TIME FEE FOR THE INITIAL SET UP OF A SINGLE COMPANY ID FOR A CLIENT TO ORIGINATE ACH.                                                                                                                                                 |
| \$0.0000       | CURRENCY SUPP/\$100-STD-VLT - ADDED  | PER \$100       | 0              | \$0.00       | THE FEE FOR SUPPLYING CURRENCY IN STANDARD STRAP AMOUNTS (I.E., 100 NOTES OF THE SAME DENOMINATION) FROM A CASH VAULT. THE FEE IS APPLIED TO EACH \$100 SUPPLIED.                                                                         |
| \$2.5000       | QBD/NIGHT DROP DEPOSIT - ADDED       | PER DEPOSIT     | 0              | \$0.00       | THE FEE FOR GIVING 'CONDITIONAL CREDIT' FOR A DEPOSIT DELIVERED TO A BANKING CENTER. THE DEPOSIT IS CREDITED UNDER THE CONDITION THAT THE DECLARED CASH AMOUNT IS EQUAL TO THE ACTUAL CASH COUNTED. THE FEE IS APPLIED PER DEPOSIT.       |
| \$0.2500       | CURR/COIN DEP/\$100-QBD-ND - ADDED   | PER \$100       | 0              | \$0.00       | THE FEE FOR COUNTING THE CASH PORTION OF A DEPOSIT AT SOME TIME AFTER THE DEPOSIT WAS PROCESSED FOR CREDIT TO THE ACCOUNT. THIS FEE IS APPLIED TO EACH \$100 CASH DELIVERED TO A BANKING CENTER. THIS IS ALSO KNOWN AS POST VERIFICATION. |
| \$3.7500       | PHOTOCOPY-SELF SERVICE - ADDED       | PER ITEM        | 0              | \$0.00       | PER ITEM CHARGE FOR PHOTOCOPIES REQUESTED THROUGH SELF-SERVICE CHANNELS (VRU, CPO)                                                                                                                                                        |
| \$10.0000      | STATEMENT COPY - ADDED               | PER PRINTOUT    | 0              | \$0.00       | THE PER PRINTOUT CHARGE FOR A CUSTOMER-REQUESTED SCREEN PRINTOUT OF CHECKING ACCOUNT ACTIVITY. THE BRANCH PRINTS OUT THE SCREEN DISPLAY RATHER THAN ORDERING A SPECIAL STATEMENT.                                                         |
| \$5.0000       | PHOTOCOPY-MANUAL - ADDED             | PER ITEM        | 0              | \$0.00       | THE PER ITEM CHARGE FOR PHOTOCOPYING CHECKS, DEPOSIT TICKETS, ETC.                                                                                                                                                                        |
| \$0.0000       | REMOTE DEPOSIT SUPPLY ORDERS - ADDED | *AMOUNT         | 1              | \$0.00       | SUPPLIES ORDERED THROUGH TASQ FOR USE WITH THE REMOTE DEPOSIT SERVICE.                                                                                                                                                                    |
| \$0.0800       | COIN SUPP/ROLL-BOX-VLT - ADDED       | PER ROLL        | 50             | \$4.00       | THE FEE FOR SUPPLYING A STANDARD BOX OF ROLLED COIN FROM A CASH VAULT. A STANDARD BOX MAY CONTAIN 25 OR 50 ROLLS, DEPENDING ON DENOMINATION REQUESTED. THE FEE IS APPLIED PER ROLL CONTAINED IN BOX(ES) SUPPLIED.                         |

\$9,681.21

\*pass through fees

\*\*Merchant Fees will become explicit charges, meaning that earnings credit from balances may not offset fees.

If any of the above items are proprietary, please provide us with substitute terminology for the services you provide. List all other costs not included above.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/01/2016

L.1.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                                                                      |  |                                                                                                       |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Marsh USA Inc.®<br>100 North Tryon Street, Suite 3600®<br>Charlotte, NC 28202                                                                                                     |  | <b>CONTACT</b><br><b>NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext):<br><b>E-MAIL</b><br><b>ADDRESS:</b> |  |
| 55943-A-II-16-17                                                                                                                                                                                     |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                  |  |
| EVIDEN CASUA                                                                                                                                                                                         |  | <b>INSURER A:</b> Old Republic Insurance Co                                                           |  |
| <b>INSURED</b><br>Bank of America Corporation®<br>and any and all subsidiaries®<br>Mail Code: NC1-028-16-01®<br>One Bank of America Center®<br>150 North College Street®<br>Charlotte, NC 28255-0001 |  | <b>NAIC #</b><br>24147                                                                                |  |
|                                                                                                                                                                                                      |  | <b>INSURER B:</b> N/A                                                                                 |  |
|                                                                                                                                                                                                      |  | <b>INSURER C:</b> (See Page 2)                                                                        |  |
|                                                                                                                                                                                                      |  | <b>INSURER D:</b>                                                                                     |  |
|                                                                                                                                                                                                      |  | <b>INSURER E:</b>                                                                                     |  |
|                                                                                                                                                                                                      |  | <b>INSURER F:</b>                                                                                     |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                                                           |                  |                  |                      |                                |                                |                                                                                 |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------|------------------|------------------|----------------------|--------------------------------|--------------------------------|---------------------------------------------------------------------------------|---------------|
| <b>OVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | <b>CERTIFICATE NUMBER:</b>                                                                                |                  | ATL-004000395-01 |                      | <b>REVISION NUMBER:</b> 1      |                                |                                                                                 |               |
| 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. |          |                                                                                                           |                  |                  |                      |                                |                                |                                                                                 |               |
| <b>SR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>R</b> | <b>TYPE OF INSURANCE</b>                                                                                  | <b>ADDL INSD</b> | <b>SUBR WVD</b>  | <b>POLICY NUMBER</b> | <b>POLICY EFF (MM/DD/YYYY)</b> | <b>POLICY EXP (MM/DD/YYYY)</b> | <b>LIMITS</b>                                                                   |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | X        | <b>COMMERCIAL GENERAL LIABILITY</b>                                                                       |                  |                  | MWZY308105           | 08/01/2016                     | 08/01/2017                     | EACH OCCURRENCE                                                                 | \$ 2,000,000  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                     |                  |                  |                      |                                |                                | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ Excluded   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                                                           |                  |                  |                      |                                |                                | MED EXP (Any one person)                                                        | \$ Excluded   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                                                           |                  |                  |                      |                                |                                | PERSONAL & ADV INJURY                                                           | \$ 2,000,000* |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                                                           |                  |                  |                      |                                |                                | GENERAL AGGREGATE                                                               | \$ 2,000,000  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                                                           |                  |                  |                      |                                |                                | PRODUCTS - COMP/OP AGG                                                          | \$ 2,000,000* |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                                                           |                  |                  |                      |                                |                                |                                                                                 | \$            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |                  |                  |                      |                                |                                |                                                                                 |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                  |                  |                      |                                |                                |                                                                                 |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | OTHER:                                                                                                    |                  |                  |                      |                                |                                |                                                                                 |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | <b>AUTOMOBILE LIABILITY</b>                                                                               |                  |                  | MWVB308028           | 08/01/2016                     | 08/01/2017                     | COMBINED SINGLE LIMIT (Ea accident)                                             | \$ 2,000,000  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | X        | ANY AUTO                                                                                                  |                  |                  |                      |                                |                                | BODILY INJURY (Per person)                                                      | \$            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | ALL OWNED AUTOS                                                                                           |                  |                  |                      |                                |                                | BODILY INJURY (Per accident)                                                    | \$            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | HIRED AUTOS                                                                                               |                  |                  |                      |                                |                                | PROPERTY DAMAGE (Per accident)                                                  | \$            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                                                           |                  |                  |                      |                                |                                |                                                                                 | \$            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | <b>UMBRELLA LIAB</b>                                                                                      |                  |                  |                      |                                |                                | EACH OCCURRENCE                                                                 | \$            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | <b>EXCESS LIAB</b>                                                                                        |                  |                  |                      |                                |                                | AGGREGATE                                                                       | \$            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | DED                                                                                                       |                  |                  |                      |                                |                                |                                                                                 | \$            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | RETENTION \$                                                                                              |                  |                  |                      |                                |                                |                                                                                 |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                      |                  |                  | See Page 2           | 08/01/2016                     | 08/01/2017                     | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y / N            | N / A            |                      |                                |                                | E.L. EACH ACCIDENT                                                              | \$ 1,000,000  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    |                  |                  |                      |                                |                                | E.L. DISEASE - EA EMPLOYEE                                                      | \$ 1,000,000  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |                                                                                                           |                  |                  |                      |                                |                                | E.L. DISEASE - POLICY LIMIT                                                     | \$ 1,000,000  |

|                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) |  |
| ence of Coverage                                                                                                                            |  |

|                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>Evidence of Coverage for:<br>Bank of America Corporation and any and all subsidiaries®<br>Mail Code: NC1-028-16-01®<br>One Bank of America Center®<br>150 North College Street®<br>Charlotte, NC 28255-0001 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Marilyn F Burns <i>Marilyn F. Burns</i> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2014/01)

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                           |                                                                                                       |                          |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------------------------|
| <b>PRODUCER</b><br>MARSH USA, INC.®<br>1166 AVENUE OF THE AMERICAS®<br>NEW YORK, NY 10036 | <b>CONTACT</b><br><b>NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext):<br><b>E-MAIL</b><br><b>ADDRESS:</b> | <b>FAX</b><br>(A/C, No): |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                      |                                                                                                       | <b>NAIC #</b>            |
| <b>INSURER A :</b> AIG Specialty Insurance Company                                        |                                                                                                       | 26883                    |
| <b>INSURER B :</b>                                                                        |                                                                                                       |                          |
| <b>INSURER C :</b>                                                                        |                                                                                                       |                          |
| <b>INSURER D :</b>                                                                        |                                                                                                       |                          |
| <b>INSURER E :</b>                                                                        |                                                                                                       |                          |
| <b>INSURER F :</b>                                                                        |                                                                                                       |                          |

CN101925409-BOA-EO-16-17

**INSURED**  
BANK OF AMERICA CORPORATION®  
AND ANY AND ALL SUBSIDIARIES®  
MAIL CODE NC1-028-16-01®  
150 NORTH COLLEGE STREET®  
CHARLOTTE, NC 28255

**COVERAGES** **CERTIFICATE NUMBER:** ATL-003973682-05 **REVISION NUMBER:** 4

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.

| SR | TR | TYPE OF INSURANCE                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                       |
|----|----|------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------|
|    |    | <b>COMMERCIAL GENERAL LIABILITY</b>                                                            |           |          |               |                         |                         |                                              |
|    |    | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                            |           |          |               |                         |                         | EACH OCCURRENCE \$                           |
|    |    |                                                                                                |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
|    |    |                                                                                                |           |          |               |                         |                         | MED EXP (Any one person) \$                  |
|    |    |                                                                                                |           |          |               |                         |                         | PERSONAL & ADV INJURY \$                     |
|    |    | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |           |          |               |                         |                         | GENERAL AGGREGATE \$                         |
|    |    | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$                    |
|    |    | OTHER:                                                                                         |           |          |               |                         |                         | \$                                           |
|    |    | <b>AUTOMOBILE LIABILITY</b>                                                                    |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$       |
|    |    | <input type="checkbox"/> ANY AUTO                                                              |           |          |               |                         |                         | BODILY INJURY (Per person) \$                |
|    |    | <input type="checkbox"/> ALL OWNED AUTOS                                                       |           |          |               |                         |                         | BODILY INJURY (Per accident) \$              |
|    |    | <input type="checkbox"/> HIRED AUTOS                                                           |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$            |
|    |    | <input type="checkbox"/> SCHEDULED AUTOS                                                       |           |          |               |                         |                         | \$                                           |
|    |    | <input type="checkbox"/> NON-OWNED AUTOS                                                       |           |          |               |                         |                         |                                              |
|    |    | <b>UMBRELLA LIAB</b>                                                                           |           |          |               |                         |                         | EACH OCCURRENCE \$                           |
|    |    | <input type="checkbox"/> OCCUR                                                                 |           |          |               |                         |                         | AGGREGATE \$                                 |
|    |    | <b>EXCESS LIAB</b>                                                                             |           |          |               |                         |                         | \$                                           |
|    |    | <input type="checkbox"/> CLAIMS-MADE                                                           |           |          |               |                         |                         | \$                                           |
|    |    | DED RETENTION \$                                                                               |           |          |               |                         |                         |                                              |
|    |    | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                           |           |          |               |                         |                         | PER STATUTE OTH-ER                           |
|    |    | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | Y / N     | N / A    |               |                         |                         | E.L. EACH ACCIDENT \$                        |
|    |    | If yes, describe under DESCRIPTION OF OPERATIONS below                                         |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                |
|    |    |                                                                                                |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$               |
|    |    | Professional Liability/Errors & Omission                                                       |           |          | 01-457-32-61  | 06/30/2016              | 06/30/2017              | Limit \$15,000,000                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IDENTIFICATION OF COVERAGE

## CERTIFICATE HOLDER

BANK OF AMERICA CORPORATION®  
AND ANY AND ALL SUBSIDIARIES®  
MAIL CODE NC1-028-16-01®  
NORTH COLLEGE STREET®  
CHARLOTTE, NC 28255

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Meredith Frick

Meredith Frick

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ACORD 25 (2014/01)

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## City Treasurer's evaluation of 4 bank submittals on our RFP issued April, 2017

Four banks submitted proposals in response to the City's RFP. Those 4 banks were: Plaza Bank, Bank of the West, Wells Fargo Bank and Bank of America. The initial review of the proposals resulted in the elimination of one bank, Plaza Bank, who later admitted their real intent was to provide the City Treasurer with an alternative investment to LAIF (Local Agency Investment Fund). The three remaining banks were very competitive in the fees that they charge. Attached is a list of some of the fees that were proposed for specific services rendered:  
(See bottom of report)

Fees are not shown because each bank insisted that their rates and fees are proprietary and thus not open to the public. Nonetheless, the total of all proposed fees as reviewed and corrected for specific services showed the following ranking:

### Ranking:

| overall | sweep earnings | merchant fees | general services |                         |
|---------|----------------|---------------|------------------|-------------------------|
| II      | III            | III           | I                | Bank of America         |
| I       | II             | I             | II               | Bank of the West/Elavon |
| III     | I              | II            | III              | Wells Fargo Bank        |

The overall ranking change is primarily due to the "loyalty credit" offered by Bank of America of \$20,000 for each of the first 2 years for a total of \$40,000 for the 3 year agreement. While other banks did provide "credits" it was estimated that most if not all of those credits would be absorbed by the cost of new or replacement equipment, supplies and materials that would need to be changed. Bank of the West, for example, also committed to a \$33,000 credit for the first three months to cover the cost for implementation, setup, equipment and initial supplies, which would be required because the City's current general service is provided by Bank of America.

The City's RFP stated that the City required each bidder to identify and include costs for each type of service and also required that the banks include the costs and earnings estimates for "merchant fees" for handling payments with Visa and MasterCard, and their respective rates for a "sweep" (overnight earnings) account. The City also reserved the right to mix and match service providers in order to obtain the best overall results.

The Treasurer was able to work with the merchant service providers to negotiate the merchant services agreements separately so that the least costly provider for merchant services agreed to work with the lowest cost provider for general banking services. This resulted in a change in the overall ranking:

### Contracting with Elavon for Merchant Services:

| Overall | Sweep Earnings | Merchant Fees | General Services |                  |
|---------|----------------|---------------|------------------|------------------|
| I       | III            | I             | I                | Bank of America  |
| II      | II             | I             | II               | Bank of the West |
| III     | I              | I             | III              | Wells Fargo Bank |

One last point is that Bank of America has the worst performance on their sweep account earnings rate, and additionally Bank of America was sweeping our money into a non-FDIC institution. But, the City Treasurer's team obtained a commitment from Bank of America to only use an FDIC bank account having a 110% collateralization plus a higher yield.

It is estimated that the annual cost of the services based on current volume and usage that were identified in the matrix above will total \$10,000 per month or \$120,000 a year on average. There is a big elephant in the room that hasn't been addressed that impacts the costs for what is misunderstood as part of the banking services costs which is the amount of service fees charged through the bank statements for the credit cards (Visa, Master) services. These costs were not included in the RPF and were not included in the analysis staff made. But the estimated monthly fees for plastic, which is charged through the bank statement for credit card processing, can be an additional \$15,000 to \$25,000, or annualized at between \$180,000 and \$300,000. These rates are not within in the control of the banks or the city once we decided to allow for use of plastic payments. Finally the issue that the Council should consider is whether to provide the direction to staff to pass through the costs called "merchant fees". A California Civil Code section 1748.1 identified that "No retailer in any sales, service, or lease transaction with a consumer may impose a surcharge on a cardholder who elects to use a credit card in lieu of payment by cash, check, or similar means." But some governments are passing on those 'merchant fees' to their customers by calling them 'convenience fees'. If the council has the legal authority, and does decide to pass on those fees to any of our customers the amount of annual savings could amount would cover the \$180,000 to \$300,000 cost identified above.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**

**AGENDA ITEM NO.: 2**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Daniel Rydberg  
Public Works Director

**SUBJECT:** Blanket Purchase Order No. 6260 with Shell Fleet Card Services to Extend Agreement a Sixth Year for Gas Station Fuel and Car Wash Service for FY 2017-18 (5/5/5)

**CONTACT:** Daniel Rydberg, Public Works Director  
Daniel.Rydberg@oxnard.org, 385-8055

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute Blanket Purchase Order No. 6260 to extend the agreement a sixth and final year with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company. The agreement period is from July 1, 2017, to June 30, 2018, in an amount not to exceed \$2,005,000. The blanket purchase order is for the purchase of gasoline, diesel, and car wash service at Shell stations through a fuel card system.

**BACKGROUND**

The Fleet Services Division of the Public Works Department is responsible for providing maintenance, repair, and fuel for the City's fleet of vehicles and equipment.

In September 2012, Request for Bids No. FS13-01 was posted on the City's website and advertised through *Vida* newspaper. Three vendors responded by the September 27, 2012, deadline: DeWitt Petroleum, Silvas Oil Company, and a combined bid from Oxnard Airport Shell and MacValley Oil Company. Silvas Oil Company was awarded the contract, but the company cancelled the contract in November 2012 due to disputes with the City regarding Silvas



Blanket PO No. 6260 with Shell Fleet Card Services for FY 2017-2018 (5/5/5)

June 6, 2017

Page 2

Oil Company's remediation plan for an underground fuel spill at their Fifth Street fueling station. The contract was then awarded to Oxnard Airport Shell and MacValley Oil Company, which had submitted a joint bid. They were the second lowest bidder among the three bidders. This contract with their contract administration, Shell Fleet Card Services, has been extended annually since 2012. Fleet Services and the City Attorney's office are working together to draft a new bid packet so that staff can bid this out in 2018, but in the interim, this Blanket Purchase Order is needed.

Shell Fleet Card Services was selected by Fleet Services as the lowest responsive bidder. The MacValley Oil Shell located at 100 Del Norte Blvd. is designated by the State of California Office of Emergency Services as a State emergency site and is equipped with backup generator power and fuel delivery trucks in the event of an emergency. All unleaded and diesel fuel purchases made at locally designated fuel stations throughout the City receive a per gallon purchase discount. The average monthly total per gallon discount savings is approximately \$5,000. This discount will remain in effect for the duration of this extended agreement. Monthly review of Shell Fuel Card statements by Fleet Services staff confirms that discounts are being applied per the agreement. There are a number of Shell fuel sites throughout the City, which minimize employee travel time to and from fuel sites.

Several factors, in addition to pricing, were also considered during the bid review. Additional criteria included the number of fueling locations and accessibility for large City equipment such as refuse collection vehicles and semi tractor-trailers; fuel transaction data integration into the City's fleet management program; electronic (e-mail) notifications, billing, and online access to account information; emergency operations support including equipment to provide fuel; current client relationships/references; and company's experience, financial resources, and compliance with laws and regulations.

Market pricing of fuel can typically fluctuate a few cents per gallon daily with one provider being priced slightly lower than the competition on a particular day. Shell Oil has demonstrated competitive pricing that is comparable to other nationally recognized fuel providers such as Chevron, Texaco, Unocal, and Exxon/Mobil. This category of fuel provider also distributes Top Tier fuels which provide an extra level of assurance that there is minimal chance for fuel contamination, which could lead to costly repair and equipment downtime.

Lower priced fueling locations typically provide lower tier fuel and do not provide fleet card services which enable the City to accurately account for individual fuel transactions. Fleet Services did not receive a bid response from a vendor in this category.

Currently the City pays five cents per gallon below the stated pump price on all diesel purchases and two cents per gallon below the stated pump price on all gasoline purchases. Shell Fleet Card Services has provided excellent customer service with a two-day turnaround time on fuel card requests; access to Shell gasoline stations nationwide; car wash service using the Shell fuel card; electronic access to fuel transactions, invoices, and reports from the Shell website; and immediate access to a dedicated customer service representative via phone or e-mail. As you can

Blanket PO No. 6260 with Shell Fleet Card Services for FY 2017-2018 (5/5/5)

June 6, 2017

Page 3

see with the table below that fuel charges fluctuate on an annual basis:

| <b>Fuel Charges FY2014-18</b> |              |              |              |                          |                          |
|-------------------------------|--------------|--------------|--------------|--------------------------|--------------------------|
|                               |              |              |              |                          |                          |
|                               | <b>FY14</b>  | <b>FY15</b>  | <b>FY16</b>  | <b>FY17<br/>Estimate</b> | <b>FY18<br/>Proposed</b> |
| <b>Budget</b>                 | 2,173,910.00 | 2,171,910.00 | 1,986,900.00 | 2,068,000.00             | 2,005,000.00             |
| <b>Exp</b>                    | 2,325,484.92 | 2,162,828.61 | 1,815,299.08 | 1,721,000.00             | -                        |
| <b>Diff</b>                   | (151,574.92) | 9,081.39     | 171,600.92   | 347,000.00               | -                        |

This is the sixth and final year of this contract. Staff will be bidding this contract. The contract will bid out in FY 2017-2018.

### **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 \$2,005,000 will be included in the FY 2017-18 budget.

### **ATTACHMENTS:**

Attachment A: Shell Blanket P.O. 6260



**BLANKET ORDER**  
**CITY OF OXNARD**  
**300 WEST 3RD STREET**  
**OXNARD, CA 93030**

**PURCHASE  
 ORDER NO.  
 006260**

DATE: 4/26/2017

**VENDOR PHONE:** (800)377-5150

**VENDOR FAX:** ( ) -

**VENDOR #:** 8990

**VENDOR ADDRESS:** SHELL FLEET CARD SERVICES  
 P.O. BOX 183019  
 COLUMBUS, OH 43218-3019

**SHIP TO:** FLEET SERVICES  
 1060 PACIFIC AVE, BLDG 1  
 OXNARD, CA 93030

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY  |                  |
|------------|-------------------|-----------------------------------|------------------|---------------|------------------|
| 04/06/2017 |                   |                                   | 00/00/0000       |               |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY |                  |
|            |                   |                                   |                  | MARISELA HART |                  |
| ITEM #     | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST  | EXTENDED<br>COST |

**GAS STATION FUEL AND CAR WASH SERVICE**

Effective date: 07/01/2017  
 Expiration date: 06/30/2018  
 Not to exceed: 2,005,000.00

GAS STATION FUEL AND CAR WASH SERVICE  
 SIXTH YEAR OF SIX YEAR BLANKET PURCHASE ORDER  
 VALUE OF THE ORIGINAL BLANKET PURCHASE ORDER  
 PLUS RENEWALS TOTAL \$16,485,000

**TOTAL PURCHASE AMOUNT**

**\$0.00**

In order to receive payment, email all invoices to:  
[invoices@oxnard.org](mailto:invoices@oxnard.org)

In the subject line, reference the Purchase  
 Order number above.

AUTHORIZED SIGNATURE. \_\_\_\_\_

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS  
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
  - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
    - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
    - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
    - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
  - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
  - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
  - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
  - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
  - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
  - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 3**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Daniel Rydberg  
Public Works Director

**SUBJECT:** Purchase of 15 Compressed Natural Gas Trucks (5/10/10)

**CONTACT:** Daniel Rydberg, Public Works Director  
Daniel.Rydberg@oxnard.org, 385-8055

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute Purchase Order #6034 in the amount of \$4,851,760 for the purchase of ten (10) residential refuse collection vehicles, two (2) commercial (“front-loader”) collection vehicles, and three (3) industrial (“roll-off”) collection vehicles from Velocity Truck Center.

**BACKGROUND**

On April 28, 2015 the City Council approved the purchase of five CNG refuse trucks to begin phasing out existing diesel powered trucks that have exceeded their useful life and continue to require an increasing high level of maintenance. The Environmental Resources Division (ER) requests approval to purchase an additional fifteen (15) CNG powered refuse collection trucks to continue the ER fleet upgrade process.

The ER fleet is currently comprised of vehicles with an average age of over 12 years. According to the Organizational Assessment and Audit of Corporate Support, Accountability and Value Systems received by Council on March 17, 2015, many of the vehicles are beyond their prescribed, serviceable life. While safe to operate, down-times and maintenance costs to keep these vehicles on the road safely are continually increasing as the vehicles age.

## Purchase of 15 Compressed Natural Gas Trucks (5/10/10)

June 6, 2017

Page 2

With the exception of five (5) recently-acquired CNG collection vehicles now in service, the remaining ER collection fleet vehicles are diesel. The cost of diesel fuel can be up to three times as high as CNG fueled vehicles; the exact ratio of diesel to CNG varies with oil prices and market conditions. Most solid waste, refuse and organic collection agencies in California (public and private) and high-density urban environments nationwide are in the process of converting, or have completely converted their diesel fleets to CNG or other alternative fuel vehicles. This is now recognized as a fundamental Best Management Practice (BMP) in the industry. Further, CNG fuel is a much cleaner alternative to diesel and greatly reduces a vehicle's effect on the environment by reducing greenhouse emissions by up to 90%. CNG is also domestically produced and its use reduces dependence on foreign oil.

In order to continue the fleet modernization and CNG conversion process, staff evaluated the operational needs after incorporating the five (5) new CNG vehicles into ER's overall operation. Currently, the vehicles most in need of replacement are ten (10) residential refuse collection vehicles. Additionally, two (2) commercial ("front-loader") collection vehicles and three (3) industrial ("roll-off") collection vehicles; are needed. ER and Fleet Division staff worked together to develop specifications for the fifteen (15) proposed CNG replacement vehicles.

CNG vehicles are approximately 10% more costly initially to purchase than diesel equivalents, but the difference is quickly offset by lower fuel and maintenance costs and the community's appreciation of the improved air quality. Additional safety and diagnostic items also contribute more to the unit cost of each vehicle. These items include cameras, maintenance software, GPS systems and fire suppression apparatus. The efficiencies and risk reductions submit to offsetting the initial costs of these devices. Staff consulted with other public and private collection agencies to ensure that industry standards were included in the specifications. All of the essential and accessory items on these vehicles are accepted in the industry as fundamental BMPs. A determination was also made to replace diesel vehicles with CNG not only due to the cost and environmental factors, but also due to the potential to fuel these vehicles in the future with gas produced by the Del Norte facility through the conversion of organic waste.

Staff recommends to piggy back on a bid issued by the City of Los Angeles on August 12, 2014 for fifteen (15) CNG powered refuse collection vehicles in lieu of issuing a formal request for bid. The City will acquire the fifteen (15) new CNG trucks with competitive pricing previously vetted through a public agency competitive bid process completed by the City of Los Angeles. Velocity Truck Center is a local vendor, located at 2501 Camino Del Sol in Oxnard. Velocity Truck Center will honor the City of Los Angeles piggy back bid. The proximity of Velocity Truck Center to the Del Norte Facility and the City of Oxnard Fleet Garage provides quicker response times for maintenance and warranty work not provided by the City's Fleet Division.

The cost of the fifteen (15) refuse collection vehicles is \$4,851,760. A Master Lease Agreement with Bank of America provides financing at low interest rates allowing the Environmental Resources Enterprise Fund to efficiently utilize working capital, thereby adding to ratepayer value while upgrading the fleet. The estimated annual interest rate is 2.1% for a five (5) year term. The estimated \$529,327 payment will be scheduled and budgeted semi-annually.

Purchase of 15 Compressed Natural Gas Trucks (5/10/10)

June 6, 2017

Page 3

## **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. However, this item does address findings of the Organizational Assessment and Audit Corporate Support, Accountability, and Value System received by the Council on March 17, 2015.

## **FINANCIAL IMPACT**

The funding for these vehicles will be part of the FY2017-18 Environmental Resources budget. Current user rates will be sufficient to cover the annual lease/purchase expense of approximately \$530,000, and will be budgeted annually for five years. The vehicles will be purchased at the end of the lease for \$1.00 and title of the vehicles will transfer to the City of Oxnard.

## **ATTACHMENTS:**

Attachment A: Velocity Vehicle PO 6304 (1)



**PURCHASE ORDER**  
CITY OF OXNARD  
300 WEST 3RD STREET  
OXNARD, CA 93030

**PURCHASE  
ORDER NO.  
006304**

DATE: 5/1/2017

**VENDOR PHONE:** (562)447-1260

**VENDOR FAX:** ( ) -

**VENDOR #:** 19164

**VENDOR ADDRESS:** VELOCITY TRUCK CENTER OF VC  
P.O. BOX 101284  
PASADENA, CA 91189-1284

**SHIP TO:** ENVIRONMENTAL RESOURCES  
DEL NORTE RECYCLING CTR.  
111 DEL NORTE BLVD.  
OXNARD, CA 93030

***Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence***

| DELIVER BY |                   | REQUISITION #                     | REQUISITION DATE | CONFIRMED BY    |                  |
|------------|-------------------|-----------------------------------|------------------|-----------------|------------------|
| 06/30/2017 |                   | 0000003221                        | 04/28/2017       | FORMELY BIG T'S |                  |
| FOB        |                   | ACCOUNT NUMBER                    |                  | AUTHORIZED BY   |                  |
|            |                   | 63163078918606                    |                  | MARISELA HART   |                  |
| ITEM #     | QUANTITY/<br>UNIT | DESCRIPTION<br>ARTICLE OR SERVICE |                  | UNIT<br>COST    | EXTENDED<br>COST |

|           |                                        |                 |
|-----------|----------------------------------------|-----------------|
| 1         | PURCHASE OF FIFTEEN (15) COMPRESSED    |                 |
| 1.00 / DL | NATURAL GAS                            | 1.0000          |
|           |                                        | 4,851,760.00.00 |
|           | (CNG) POWERED REFUSE COLLECTION TRUCKS |                 |

**TOTAL PURCHASE AMOUNT**

**\$4,851,760.00.00**

**In order to receive payment, email all invoices to:  
invoices@oxnard.org**

**In the subject line, reference the Purchase  
Order number above.**

AUTHORIZED SIGNATURE. \_\_\_\_\_

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard



PURCHASE ORDERS  
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
  - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
    - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
    - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
    - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
  - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
  - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
  - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
  - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
  - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
  - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 4**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Daniel Rydberg  
Public Works Director

**SUBJECT:** Second Amendment to Agreement with Ecology Auto Parts, Inc. for  
Supplemental Waste Transfer Hauling Services (Agreement No. A-7766) (5/5/5)

**CONTACT:** Daniel Rydberg, Public Works Director  
Daniel.Rydberg@oxnard.org, 385-8055

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement with Ecology Auto Parts, Inc. (Ecology) to increase the total amount by \$800,000 from an agreement value of \$2,100,000 to \$2,900,000 for supplemental waste transfer hauling services (Agreement No. A-7766).

**BACKGROUND**

The Environmental Resources Division of the Public Works Department utilizes waste transfer haulers to supplement the City's waste transfer hauling at the Del Norte Facility. Supplemental haulers are called upon to assist the City in transfer of waste, recyclables and green waste to contracted facilities when there is a fluctuation in material volumes, permit mandates to move the material, and the lack of availability of City transfer crews. Supplemental transfer haulers usually haul approximately 70,000 tons of waste per year, but can transport up to approximately 100,000 tons per year, from the Del Norte Facility to the City's two contracted landfills: the Toland Road Landfill and the Simi Valley Landfill.

In December 2014, the Environmental Resources Division issued a Request for Proposals (RFP) for supplemental transfer hauling services. This process was initiated because the existing

## Second Amendment to Agreement with Ecology Auto Parts for Waste Transfer Hauling (5/5/5)

June 6, 2017

Page 2

contract with Ecology was entering its third year, and staff determined it was prudent to initiate a competitive process. Staff drafted the RFP to attempt to contract with multiple firms in case any one of them was busy when the City would call, which occasionally occurs with these companies.

Two firms—Agromin and Ecology—responded to the RFP with proposals. On May 5, 2015, the City Council approved contracts with both firms to provide supplemental transfer hauling services. During the first year of operation, Agromin experienced issues with fleet maintenance and capacity; thus, Agromin did not renew its contract with the City. As a result, the Environmental Resources Division has utilized Ecology to a greater extent than originally anticipated for supplemental waste transfer hauling.

The City's original contract with Ecology was for a one-year period through February 15, 2016, with two one-year options to extend. Each one-year term had an original maximum limit of \$650,000 for a total contract value of \$1,950,000. On December 15, 2015, the City Council approved a First Amendment to this agreement, simultaneously executing both options to extend the term, making the new termination date February 15, 2018. At that time, the Council added \$150,000 to the first year of the contract, bringing the total agreement value to \$2,100,000.

The proposed Second Amendment will add \$800,000 to the Agreement for an overall maximum amount of \$2,900,000. Fluctuations in the volume of solid waste, recyclables or green waste or operational changes may adjust the level of supplemental transfer hauling services that the City requires. All material is and will continue to be tracked and documented for fiscal and regulatory purposes.

### **STRATEGIC PRIORITIES**

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

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

### **FINANCIAL IMPACT**

The additional \$800,000 will increase the not-to-exceed amount from \$2,100,000 to \$2,900,000. Funds are available in the Environmental Resources Enterprise Fund Account Number 631-6314-842-8281 (Waste Transfer Haul-Contractual Services-Supplemental Waste Hauling) to cover the cost of supplemental waste transfer hauling by Ecology for the remaining period of Fiscal Year 2016-17. These funds were approved by Council through the Fiscal Year 2016-17 budget process. The remaining costs for supplemental hauling service will be included in the recommended budget for Fiscal Year 2017-18.

Second Amendment to Agreement with Ecology Auto Parts for Waste Transfer Hauling (5/5/5)

June 6, 2017

Page 3

**ATTACHMENTS:**

Attachment A: Second Amendment to Agreement No. A-7766

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6<sup>th</sup> day of June, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Ecology Auto Parts, Incorporated ("Vendor"). This Second Amendment amends the Agreement entered into on April 28, 2015, by City and Vendor. The Agreement previously has been amended on December 15, 2015, by a First Amendment.

City and Vendor agree as follows:

1. All references to "Ecology Auto Parts, Incorporated" in the Agreement shall be removed and replaced by "Ecology Auto Parts, Inc."
2. In Section 4 (a) of the Agreement, the first sentence is removed and replaced with the following:

"City shall pay Vendor for supplemental hauling services in an amount not to exceed \$850,000 through February 15, 2016, in an amount not to exceed \$1,050,000 through February 15, 2017, and in an amount not to exceed \$1,000,000 through February 15, 2018, for a not-to-exceed total of \$2,900,000."

3. Section 17 shall be added to the Agreement to state the following:

"This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes."

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page.]

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

CITY OF OXNARD:

VENDOR:

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Aaron Siroonian, Chief Operations Officer

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

\_\_\_\_\_  
Louis P. Pratty, Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
*Stephen M. Fischer*  
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Daniel Rydberg*  
Daniel Rydberg, Public Works Director

\_\_\_\_\_  
Todd Vasquez-Housley, Project Manager

\_\_\_\_\_  
Ruth Osuna, Assistant City Manager

APPROVED AS TO AMOUNT:

\_\_\_\_\_  
Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
*Mike More*  
Mike More, Risk Manager

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

CITY OF OXNARD:

\_\_\_\_\_  
Tim Flynn, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

VENDOR:

\_\_\_\_\_  
Aaron Siroonian, Chief Operations Officer

\_\_\_\_\_  
Louis P. Pratty, Board Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Mike More, Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Daniel Rydberg, Public Works Director

\_\_\_\_\_  
Todd Vasquez-Housley, Project Manager

\_\_\_\_\_  
Ruth Osuna, Assistant City Manager

APPROVED AS TO AMOUNT:

\_\_\_\_\_  
Greg Nyhoff, City Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY)  
3/21/

L.4.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER (714)979-6299**  
Bartling Ins Group, Inc.  
License# 0C26111  
Dba: B.I.G. Insurance Services  
1176 Main Street, Suite A-1  
Irvine, CA 92614

**CONTACT NAME:**  
**PHONE**  
(A/C, No, Ext):  
**E-MAIL**  
**ADDRESS:**

**FAX**  
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC.#

INSURER A: Scottsdale Insurance Company

41297

**INSURED**  
Ecology Auto Parts, Inc., Etal  
14150 Vine Place  
Cerritos, CA 90703  
(562)921-9974 Ext.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                        | ADDL INSR                                           | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                       |
|----------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b>                                                                                 |                                                     |          | ACS0000343    | 06/15/16                | 06/15/17                | EACH OCCURRENCE \$ 1,000,000                                                 |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                         |                                                     |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                         |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |                                                     |          |               |                         |                         | MED EXP (Any one person) \$                                                  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                       |                                                     |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                           |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                                                     |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                               |
| A        | <b>AUTOMOBILE LIABILITY</b>                                                                              |                                                     |          | CTS0058365    | 06/15/16                | 06/15/17                | PRODUCTS - COMP/OP AGG \$ 2,000,000                                          |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                             |                                                     |          |               |                         |                         |                                                                              |
|          | <input checked="" type="checkbox"/> ALL OWNED AUTOS                                                      | <input checked="" type="checkbox"/> SCHEDULED AUTOS |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                             |
|          | <input checked="" type="checkbox"/> HIRED AUTOS                                                          | <input checked="" type="checkbox"/> NON-OWNED AUTOS |          |               |                         |                         | BODILY INJURY (Per person) \$                                                |
|          | <b>UMBRELLA LIAB</b>                                                                                     |                                                     |          |               |                         |                         | BODILY INJURY (Per accident) \$                                              |
|          | <b>EXCESS LIAB</b>                                                                                       |                                                     |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                            |
|          | <b>DED</b>                                                                                               |                                                     |          |               |                         |                         |                                                                              |
|          | <b>RETENTION \$</b>                                                                                      |                                                     |          |               |                         |                         |                                                                              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                     |                                                     |          |               |                         |                         |                                                                              |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N                   | N/A                                                 |          |               |                         |                         | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | (Mandatory in NH)                                                                                        |                                                     |          |               |                         |                         | E.L. EACH ACCIDENT \$                                                        |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                   |                                                     |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                                                |
|          |                                                                                                          |                                                     |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is included as additional insured, per attached endorsements.

**CERTIFICATE HOLDER****CANCELLATION**

City of Oxnard  
Environmental Resources Divisi  
111 S. Del Norte Boulevard  
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



Named Insured: Ecology Auto Parts, Inc.  
Policy # ACS0000343

COMMERCIAL GENERAL LIABILITY

CG 20 33 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CTS0058365

COMMERCIAL AUTO  
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                            |                                                                                                                   |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Endorsement Effective: 06/15/16            | Countersigned By:                                                                                                 |
| Named Insured:<br>Ecology Auto Parts, Inc. | <br>(Authorized Representative) |

**SCHEDULE****Name of Person(s) or Organization(s):**

ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER WRITTEN CONTRACT, WRITTEN AGREEMENT OR WRITTEN PERMIT CURRENTLY IN EFFECT OR BECOMING EFFECTIVE DURING THE TERM OF THE POLICY AND EXECUTED PRIOR TO THE "BODILY INJURY" OR "PROPERTY DAMAGE".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

DATE (MM/DD/YYYY)  
3/15/2017

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                                           |                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b> License # 0757776<br>Los Angeles, CA - Center Drive - HUB International Insurance Services Inc.<br>6701 Center Drive, Suite 1500<br>Los Angeles, CA 90045 | <b>CONTACT</b> Dee Godoy<br><b>NAME:</b><br><b>PHONE</b> (A/C, No, Ext): (310) 568-5952<br><b>FAX</b> (A/C, No):<br><b>E-MAIL</b> ADDRESS: dee.godoy@hubinternational.com                                                              |
| <b>INSURED</b><br><br>Ecology Auto Parts, Inc.<br>14150 Vine Place<br>Cerritos, CA 90703                                                                                  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Hartford Casualty Insurance Company <i>Atty</i> <b>NAIC #</b> 29424<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSD                                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                   |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                            |                                              |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                      |                                              |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                 |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | X 72WNS56100  | 02/21/2017              | 02/21/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Waiver of subrogation applies City of Oxnard for Workers Compensation policy per attached endorsement #WC 04 03 06.

## CERTIFICATE HOLDER

## CANCELLATION

City of Oxnard - Environmental Resources Division  
Attn: Grant Dunne  
111 S. Del Norte Boulevard  
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 72 WN S56100

**Endorsement Number:**

**Effective Date:** 02/21/2017

Effective hour is the same as stated on the Declarations of the policy.

**Named Insured and Address:** ECOLOGY AUTO PARTS, INC.  
14150 VINE PLACE  
CERRITOS, CA 90703

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Countersigned by \_\_\_\_\_  
Authorized Representative



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 5**

**DATE:** June 6, 2017

**TO:** City Council

**THROUGH:** Greg Nyhoff  
City Manager

**FROM:** Kymberly Horner  
Economic Development Director

**SUBJECT:** Heritage Square Agreement for Use of the Common Areas (10/10/10)

**CONTACT:** Kymberly Horner, Economic Development Director  
Kymberly.Horner@oxnard.org, 385-7407

**RECOMMENDATION:**

That the City Council approve an agreement between the Heritage Square Property Owners Association (“Association”) and the City of Oxnard (“City”) for use of the Association’s common areas for Fiscal Years 2016-2017, 2017-2018, 2018-2019, and 2019-2020, and approve an annual contribution to the Association in the amount of \$25,000 per year for Fiscal Years 2017-2018 through 2019-2020.

**BACKGROUND**

Beginning in 2001, the common areas of Heritage Square, located in the City of Oxnard (“City”), south of Seventh Street, north of Eighth Street, east of “B” Street and west of “A” Street, were landscaped and maintained to extremely high standards in keeping with the image of Heritage Square as a destination attraction in the City by the Association. The Association owns, manages, and maintains common areas of the development known as Heritage Square.

The former Community Development Commission (“CDC”) contributed funds to the Association in excess of those funds which the CDC would otherwise be required to pay to the Association as the CDC share of Association dues. These funds have been used to ensure that the common areas of the Heritage Square are maintained to a high standard.

Historically, the amounts contributed by the CDC and the City to the Association, most of which are used for maintenance of the common areas, has varied from 21 percent to 49 percent of the Association's operating expenses or from \$19,400 to \$59,000 per year in total contributions.

Additionally, in exchange for the \$59,000 contribution to the Association, the Association has permitted the CDC and the City to use the common areas, including the Large Courtyard, East Courtyard, West Courtyard, and parking lot, for the City's Summer Concert Series, for Christmas and Summer Tours, other public events, and in support of facility rental activities of the City.

Between 2011 and 2015, the CDC made the \$43,000 payment from the Recognized Obligation Payment Schedule ("ROPS"), as the contract with the Association was considered an enforceable obligation of the CDC. In 2016 the payment in the amount of \$43,000 was no longer an eligible expense on the ROPS, and the entire amount of \$59,000 was approved as a contribution from the General Fund in the FY 2016-2017 Budget. The City can no longer contribute the full \$59,000 and is, therefore, recommending a reduced contribution in the amount of \$25,000.

On July 1, 2016, the City's contract with the Association expired. Staff negotiated a new contract with the Board of Directors ("Board"). The recommended term will run from July 1, 2016-June 30, 2020. The Annual contribution of \$59,000 was paid to the Association in late 2016, after the conclusion of the Summer Concert Series on September 9, 2016. In April of 2017, Staff brought forth a reduced contribution to the Association's Board Meeting, requesting the Annual contribution be reduced by \$34,000. The Board approved the new contract, with Staff's recommended terms. The Annual reduced contribution in the amount of \$25,000 will begin in 2017. Payments made to the Association for use of the common area, are typically paid at the conclusion of the Summer Concerts.

Having a contract in place is important, as Staff is in the process of preparing for the 25<sup>th</sup> year of the Heritage Square Summer Concerts Series and booking events for summer activities, receptions and weddings.

## **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 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Heritage Square Agreement for Use of the Common Areas (10/10/10)

June 6, 2017

Page 3

Goal 2. Enhance business development throughout the City.

Objective 2c. Capitalize on historic, cultural and natural resources.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

## **FINANCIAL IMPACT**

The annual contribution based on the new contract of \$25,000 is included in the Economic Development General Fund Proposed FY 2017-18 budget (Account# 101-8210-801-8209).

## **ATTACHMENTS:**

Attachment A: Agreement #A-7963



A- 7963

## ATTACHMENT 1

## AGREEMENT FOR USE OF COMMON AREAS

Recitals and Background

1. This Agreement dated effective July 1, 2016 is between the Heritage Square Property Owners Association ("Association") and the City of Oxnard ("City").

2. The Association owns, manages and maintains the common areas of the development known as Heritage Square located in the City of Oxnard, south of Seventh Street, north of Eighth Street, east of "B" Street and west of "A" Street, in the City of Oxnard (the "Property"). The City owns two of fourteen individual properties in Heritage Square. All property owners are required to contribute to the Association on a pro rata basis according to the square footage of each property.

3. The common areas of Heritage Square are landscaped and maintained to extremely high standards in keeping with the image of Heritage Square as a destination attraction in the City of Oxnard. Beginning in 2001, the former Community Development Commission ("CDC") and the City contributed funds to the Association in excess of those funds which the CDC would otherwise be required to pay to the Association as the CDC share of Association dues. These funds have been used to ensure that the common areas of the Heritage Square are maintained to a high standard.

4. The amounts contributed by the CDC and the City to the Association, most of which are used for maintenance of the common areas, has varied from 21 percent to 49 percent of the Association operating expenses and from \$19,400 to \$59,000 per year in total contributions.

5. The City will contribute \$25,000 per fiscal year for FY 2017-2018, 2018-2019 and 2019-2020 over and above the amounts which the City would normally pay in association dues based on a formula provided in the covenants, conditions and restrictions governing the Association.

6. The Association has, prior to the date of this Agreement, recognized the contributions of the CDC and the City. Pursuant to the Association's authority, power, ownership and control over the common areas, as provided in sections 3.1, 3.3, and 8.7 of the Covenants, Conditions and Restrictions for Heritage Square (CC&Rs) recorded December 13, 1990, the Association has permitted the CDC and the City to use the common areas, including the Large Courtyard, East Courtyard, West Courtyard and parking lot, for the CDC and City's Summer Concert Series, for Christmas and Summer Tours, other public events, and in support of facility rental activities of the CDC and City.

7. This Agreement formalizes and memorializes the agreements of the Association and the City with respect to the City's use of common areas. The parties recognize and agree that the terms upon which the City is permitted to use common areas are more favorable to the Association than the terms upon which others are permitted to use common areas in that the City has made the payments referenced in paragraph 4 above.

8. Paragraphs 1 through 7 set forth above are true and accurate.

9. At no additional charge to the City, the Association agrees to allow the City to use common areas identified on Exhibit "A" for City sponsored events, including, but not necessarily limited to, Summer Concert Series, Christmas Tours, Summer Tours, School Tours, and for support of the facilities rental program.

10. The City shall provide reasonable written notice to the Association of the times and dates upon which these activities will take place.

11. During the Summer Concert Series, the City shall have the exclusive right to set up tables and chairs and to maintain access points in the areas identified on Exhibit "B" in this Agreement and to charge rental fees for the use of those tables and chairs. The City has the right to determine where the tables and chairs will be placed and how many tables and chairs will be placed in the common areas. During the Summer Concert Series, other persons and entities may set up tables or establish a presence in the areas identified on Exhibit "B" only with the written permission of the City. Blankets and chairs may be set up after noon in areas not used by the City for tables and chairs.

12. The City is duly authorized and funded self-insured entities under California Government Code §§989 and 990. The City is also self-insured against workers' compensation claims in accordance with Labor Code §3700 (b).

13. The City agrees to indemnify, hold harmless and defend Association, its board members, and every officer, employee, representative or agent of the Association, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by City or its agents, employees, sub consultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which City or their agents, employees, sub consultants, subcontractors, consultants and other persons acting on City's behalf would be held strictly liable.

14. This Agreement is for the term July 1, 2016 - June 30, 2020.

15. This Agreement may be executed in counterparts.

CITY OF OXNARD, HERITAGE SQUARE PROPERTY OWNERS ASSOCIATION  
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first  
written above.

CITY OF OXNARD

Heritage Square Property Owners Association

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
*Diane Kubiske*  
Diane Kubiske, Secretary

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Ken Fischer*  
Stephen M. Fischer, City Attorney 5/25/12

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Kymberly Horner*  
Kymberly Horner, Economic Development Director

APPROVED AS TO AMOUNT:

\_\_\_\_\_  
Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
*Mike More*  
Mike More, Risk Manager

**Summer Concert and Event Rental Site Control**  
Heritage Square, Oxnard, CA 93030

