

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



AMENDED AGENDA

Items E.2 & E.3 Added, Item J.2 Staff Report, Presentation, & Video Posted, Item J.3 Attachments Updated, Items J.4 & J.5 Resolutions Updated, and Item K.2. Video Updated
AGENDA

**OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
June 15, 2021
Regular Meeting - 6:00 PM**

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 2:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA

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

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of June, 2021 as "Alzheimer's and Brain Awareness Month."

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Presentation / Council Discussion / Public Comment)

D. 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 requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Manager Department

SUBJECT: Mandalay Beach Maintenance District (MAD 4). (10/5/5)

RECOMMENDATION: That the City Council receive and file an oral report from the City Manager regarding proposed modifications to the territory included within Mandalay Beach Maintenance District (MAD 4).

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

3. City Manager Department

SUBJECT: Community Facilities District (CFD) No. 5 (RiverPark) (10/5/5)

RECOMMENDATION: That the City Council receive and file an oral report from the City Manager regarding proposed modifications to the total annual levy for CFD No. 5 (RiverPark) for fiscal year 2021/2022.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

F. 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.

G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDA

1. Police Department

SUBJECT: California Highway Patrol (CHP) Cannabis Grant.

RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$91,170.00 in grant funds from the California Highway Patrol (CHP) to be used for the FY 21-22 CHP Cannabis Grant.
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of CHP Cannabis Grant funds.
4. The Chief of Police or designee to submit all program-related progress or status reports. (This item did not originate in Committee.)

Legislative Body: City Council

Contact: Eric Sonstegard, (805) 385-7801

2. Police Department

SUBJECT: ABC Grant - Alcohol Policing Partnership Program.

RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$32,779.00 in grant funds from the Department of Alcoholic Beverage Control to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and two (2) IMPACT Inspections.
2. The City Manager or designee to execute grant agreements.
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the ABC Grant funds.
4. The Chief of Police or designee to submit all program-related progress or status reports.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Eric Sonstegard, (805) 385-7801

3. Public Works Department

SUBJECT: Agreement A-8332 with Separation Processes, Inc. for Groundwater Desalter Improvement Project PW 21-44.

RECOMMENDATION: That the City Council approve and authorize the Mayor to:

1. Execute Agreement A-8332 with Separation Processes, Inc. in the amount not to exceed \$799,954 for engineering design services for the Groundwater Desalter Improvement Project (216508);
2. Approve \$39,998 for engineering, inspection, survey and project management for the Groundwater Desalter Improvement Project (216508); and
3. Approve a budget appropriation in the amount of \$109,952 from the available fund balance in the Water Operating Fund (601).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

4. Public Works Department

SUBJECT: Award Agreement A-8316 to The Groundskeeper, Inc. for Landscape Maintenance Services for Various Locations.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8316 with The Groundskeeper, Inc. for a total value of \$550,000 for a three-year term ending June 30, 2024 to provide landscape maintenance services at various locations throughout the City.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

5. Public Works Department

SUBJECT: First Amendment to Agreement A-8221 with Big Truck Rental, LLC for Rental of Refuse Collection Trucks for the Environmental Resources Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Rental Agreement A-8221 with Big Truck Rental, LLC, in the amount of \$621,600 for a new total not to exceed \$1,243,200, and to extend the term to June 30, 2022, for the rental of refuse collection trucks.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

J. PUBLIC HEARINGS1. Housing Department

SUBJECT: 2021 Annual Action Plan Community Development Block Grant, HOME Investment Partnerships, and Hearth Emergency Solutions Grant Funding Recommendations. (10/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments regarding the Plan Year 2021 Annual Action Plan draft document with funding recommendations for the second year of the 2020-2024 Ventura County Regional Consolidated Plan;
2. Approve the 2021 Annual Action Plan with final recommended use of funds for selected activities that conform with City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan for the three entitlement grants, Community Development Block Grant, Home Investments Partnership grant and the Emergency Solutions Grant to be submitted to the United States Department of Housing and Urban Development, as prescribed;
3. Authorize the City Manager to incorporate any recommended changes to the Annual Action Plan as directed by the City Council, including amending any budget appropriations approved by the City Council;
4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Annual Action Plan to the United States Department of Housing and Urban Development, Office of Community Planning and Development; and
5. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the Annual Action Plan including sub-recipients, interdepartmental, and intradepartmental agreements.

(Community Services, Public Safety, Housing & Development Committee approved 2-0 on May 25, 2021.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/81f9zyNFwG4>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. City Manager Department

SUBJECT: Public Hearing on the Fiscal Year 2021-22 Operating Budget. (0/30/30)

RECOMMENDATION: That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2021-22 proposed budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 29, 2021. (This item did not originate in Committee.)

This item has two presentations. Please click on the following links to view the required Measure M pre-recorded presentation videos:

<https://youtu.be/7vuUw3mcNC4>

https://youtu.be/P0b_ZcFQDTw

Legislative Body: City Council, Housing Authority Board

Contact: Kevin Riper, (805) 385-7475

3. Public Works Department

SUBJECT: Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for Fiscal Year 2021-22 within the City's Landscape Maintenance Districts. (0/5/5)

RECOMMENDATION: That the City Council, acting as the legislative body for the City of Oxnard's (City) Landscape Maintenance Districts (LMDs), approve and authorize:

1. Holding of a public hearing to receive public testimony regarding the proposed Fiscal Year 2021-22 assessments in the City's LMDs; and
2. Adopting a resolution approving the Fiscal Year 2021-22 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2021-22 within the City's LMDs pursuant to the Landscaping and Lighting Act of 1972.
(Finance and Governance Committee approved 3-0).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/snBs2SaFP-s>

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

4. Public Works Department

SUBJECT: Fiscal Year 2021-22 Resolution to Levy Assessments in Mandalay Beach Maintenance District (MAD 4). (0/5/5)

RECOMMENDATION: That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District (MAD 4):

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2021-22 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2021-22.

(This item did not originate in Committee).

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

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

5. Public Works Department

SUBJECT: Fiscal Year 2021-22 Resolution to Levy Assessments in Waterways Maintenance District. (0/5/5)

RECOMMENDATION: That the City Council, acting as the legislative body for the Waterways Maintenance Assessment District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2021-22, and
2. Adopt a resolution fixing the special assessments in the Waterways Maintenance District for Fiscal Year 2021-22.

(This item did not originate in Committee).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/7RaAd2ebGNw>

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

K. REPORTS

1. Public Works Department

SUBJECT: Grant Application for FEMA's Hazard Mitigation Grant Program. (0/5/5)

RECOMMENDATION: That the City Council adopt resolutions:

1. Authorizing the City Manager to submit an application for \$3,750,000 in grant funds to the California Governor's Office of Emergency Services (Cal OES) to be used for the Mandalay Bay Seawalls Structural Retrofit Project (the grant will pay for \$3,750,000, or 75% of the total project cost, and has a match requirement of \$1,250,000 or 25%, of the total project cost);
2. Authorizing the City Manager or the Public Works Director to execute grant agreements and provide the assurances and agreements required by Cal OES pertaining to open and future disaster assistance grants for a period of three (3) years; authorizing the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and authorizing the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee. The grant timeline did not allow enough time to go to both Committee and Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/AjiT3JB_r2s

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

2. Housing Department

SUBJECT: Housing Authority: Low Rent Public Housing and Housing Choice Voucher Program Budgets for Fiscal Year 21-22 (0/10/10)

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority")

1. Adopt a resolution approving the recommended \$7,175,311 operating budget for the Low Rent Public Housing Program for Fiscal Year 21-22, as presented for each project area, and approve and authorize the use of \$703,336 of unrestricted cash to fund the projected deficit; and
2. Adopt a resolution approving the recommended \$25,128,842 operating budget for the Housing Choice Voucher Program for Fiscal Year 21-22 and approve and authorize the use of \$551,267 of unrestricted cash to fund the projected deficit.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/RsgjcJ7aUVY>

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

3. Public Works Department

SUBJECT: Grant Application for the Ocean Protection Council Proposition 1 Grant Program.
(0/5/5)

RECOMMENDATION: That the City Council adopt resolutions:

1. Authorizing the City Manager to submit an application for \$1,074,100 in grant funds to the Ocean Protection Council Proposition 1 Grant Program to be used for the Channel Islands Harbor Water Quality Remediation Study (the grant will cover \$1,074,100, or 82%, of the total project cost and the City will match \$230,000, or 18%, of the total project cost); and
2. Authorizing the City Manager or the Public Works Director to execute grant agreements; authorizing the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and authorizing the Director of Public Works or designee to submit non-financial reports.

(This item did not originate in Committee. The grant timeline did not allow enough time to go to both Committee and Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/o8bRdzsFg_g

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

L. ADJOURNMENT



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

DATE: June 15, 2021

TO: City Council

FROM: Eric Sonstegard, Assistant Police Chief, (805) 385-7801, eric.sonstegard@oxnardpd.org

SUBJECT: California Highway Patrol (CHP) Cannabis Grant.

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$91,170.00 in grant funds from the California Highway Patrol (CHP) to be used for the FY 21-22 CHP Cannabis Grant.
 2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
 3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of CHP Cannabis Grant funds.
 4. The Chief of Police or designee to submit all program-related progress or status reports.
- (This item did not originate in Committee.)

BACKGROUND

The California Highway Patrol (CHP) offers grant funding to allied law enforcement agencies for the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, improve effectiveness through training and development of new strategies. The Police Department is applying for the CHP Cannabis Grant in the amount of \$91,170.00.

The Police Department is committed to reducing the total number of traffic collisions through education, enforcement, and engineering improvements and is dedicated to creating safer roadways for our community. The Police Department has an added objective of reducing the number of persons injured or killed as a result of impaired driving. The CHP Cannabis Grant funds will be used for impaired driver training for our officers, which includes SFST training, ARIDE training, DRE training and recertification, and provide training for deputy district attorneys prosecuting DUI or DUI-D cases.

The three-day Standardized Field Sobriety Testing (SFST) training is given to newly hired police officers. SFST training provides the officer with the knowledge to detect impaired drivers and conduct DUI investigations. Officers learn how to recognize and document alcohol or drug impairment of a driver to develop a strong prosecutable case.

Advanced Roadside Impaired Driving Enforcement (ARIDE) is a 16-hour course and provides additional training to officers on detecting impairment caused by more than just alcohol. Officers who do not receive advanced ARIDE training are often unable to detect drug impairment; therefore, the impaired driver is released. ARIDE training will allow officers to become much more familiar with drug impairment indicators.

Officers who attend Drug Recognition Expert (DRE) training will learn advanced methods to detect and identify persons impaired by alcohol or drugs. DRE officers are trained to conduct a systematic and standardized 12-step evaluation consisting of physical, mental, and medical components. DRE officers also testify as subject matter experts in DUI/DUI-D court trials. To attend the DRE course, officers must successfully complete the SFST course and the ARIDE course. The officer must complete a rigorous and highly demanding 72-hour three-phase training course and a 32-hour field certification course to be DRE certified. DRE-certified officers are required to attend an 8-hour recertification course every two years.

The Police Department seeks to accomplish the following goals and objectives by securing this grant funding:

- Increase the number of SFST, ARIDE and DRE trained officers.
- Increase DUI and DUI-D arrests and convictions.
- Reduce the number of persons injured or killed in collisions that involve DUI or DUI-D drivers.

The funds from this grant will provide the opportunity to train additional officers in DUI enforcement, create safer roads for our community, and reduce the number of persons injured or killed due to impaired drivers.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The CHP Cannabis Grant does not require ongoing or one-time matching contributions. Upon execution of the grant award, the grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alex Arnett, Police Commander

ATTACHMENTS

1. CHP Cannabis Grant Resolution FY 21-22
2. CHP Cannabis Grant Presentation FY 21-22

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE
CHP CANNABIS GRANT

WHEREAS, City Council Resolution No. 12053 sets out the procedures by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the California Highway Patrol for \$91,170.00 in grant funds, to be used for impaired driver training (SFST, ARIDE and DRE).

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used to provide impaired driver training for Oxnard police officers and resolves to recognize grant revenue in the amount of \$91,170.00 from the California Highway Patrol. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CHP CANNABIS GRANT

Public Safety Committee

May 25, 2021

Oxnard City Council

June 15, 2021

Alex Arnett, Commander

Recommend that the Public Safety Committee recommend that City Council:

- Approve the application for grant funds from the California Highway Patrol (CHP) through a resolution.

That City Council:

- Approve the application for grant funds from the California Highway Patrol (CHP) through a resolution.

CHP Cannabis Grant

- Grant funding is offered through the CHP for the education, prevention and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis.
- Grant request amount: \$91,170.00.

The grant funds will be used for impaired driver training:

- Standardized Field Sobriety Training (SFST)
- Advanced Roadside Impaired Driving Enforcement (ARIDE)
- Drug Recognition Expert (DRE)

Standardized Field Sobriety Testing (SFST)

- 3-day course.
- Newly hired police officers.
- Foundational course for impaired driver training.
- Designed to increase the officer's ability to detect impairment in drivers.

Advanced Roadside Impaired Driver Enforcement (ARIDE)

- 16-hour course.
- Provides the officer with general knowledge related to drug impairment.
- Officers will become more familiar with drug impairment indicators.

Drug Recognition Expert (DRE)

- Prerequisites are SFST and ARIDE.
- 72-hour three-phase training course.
- 32-hour field certification course.
- The most in-depth and advanced impaired driver training course.
- Testify as a subject matter expert in impaired driving court trials.
- 8-hour recertification course every 2-years.

Goals and Objectives:

- Increase the number of SFST, ARIDE and DRE trained officers.
- Increase DUI and DUI-D arrests and convictions.
- Reduce the number of persons injured or killed in collisions that involve DUI or DUI-D drivers.



QUESTIONS



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

DATE: June 15, 2021

TO: City Council

FROM: Eric Sonstegard, Assistant Police Chief, (805) 385-7801, eric.sonstegard@oxnardpd.org

SUBJECT: ABC Grant - Alcohol Policing Partnership Program.

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$32,779.00 in grant funds from the Department of Alcoholic Beverage Control to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and two (2) IMPACT Inspections.
2. The City Manager or designee to execute grant agreements.
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the ABC Grant funds.
4. The Chief of Police or designee to submit all program-related progress or status reports.

(This item did not originate in Committee.)

BACKGROUND

The Department of Alcoholic Beverage Control (ABC) is awarding grant funding to local law enforcement agencies to be utilized for the Minor Decoy Program, Shoulder Tap Program, and IMPACT Program.

The Oxnard Police Department is committed to reducing alcohol-related crimes and improving the quality of life for community members through innovative approaches and proven techniques while working closely with outside agencies. The City of Oxnard is applying for \$32,779.00 in grant funds to be used to fund personnel costs for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and two (2) IMPACT Inspections. The increased ABC enforcement will increase awareness and help to reduce the use of alcohol by minors.

The goal of the Minor Decoy Program is to reduce the number of licensees who sell alcoholic beverages to minors. The Minor Decoy Program is an important and effective tool for law enforcement officials in combating sales of alcoholic beverages to persons under the age of 21 years. Local law enforcement agencies began using the program in the early 1980s. On April 4, 1994, the California Supreme Court issued a unanimous decision upholding the underage decoys by law enforcement officials.

The Shoulder Tap Program targets adults who furnish alcoholic beverages to minors. "Shoulder Tapping" refers to the practice used by minors to obtain alcohol from adult strangers near off-sale retail outlets. An underage decoy approaches adults outside an alcoholic outlet and requests that the adult purchase alcohol on their behalf. Both the Minor Decoy and Shoulder Tap Programs are conducted under the strict supervision of law enforcement officers.

IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) inspections focus on licensee education. Officers randomly select licensed outlets to conduct business-friendly compliance inspections. The officers look for loitering, litter, graffiti, posted signs, lack of foodservice in restaurants, illegal weapons, or other violations. A checklist is used to note any violations observed and is given to the licensee. The licensee is then provided an opportunity to fix any problems. Follow-up visits are conducted to ensure the licensee has corrected the issues. If not, the information is given to the local ABC Office of follow-up and potential disciplinary action.

The Police Department seeks to accomplish the following goals and objectives by securing this grant funding:

- Partner with ABC and the Ventura County District Attorney to increase the number of prosecutions and enforcement of ABC licensees.
- Reduce the number of establishments selling alcohol to minors.
- Reduce the number of adults purchasing alcohol to minors.
- Promote awareness that providing alcohol to minors is illegal, and those that do will be prosecuted.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact. The Department of Alcohol Beverage Control grant does not require ongoing or one-time matching contributions. Upon confirmation of the grant award, the grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alex Arnett, Police Commander

ATTACHMENTS

1. ABC Grant Resolution FY 21-22
2. ABC Grant Alcohol Policing Partnership Program Presentation FY 21-22

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD

APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE

ABC Grant – Alcohol Policing Partnership Program

WHEREAS, City Council Resolution No. 12053 sets out the procedures by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the Department of Alcoholic Beverage Control for \$32,779.00 in grant funds, to be used to conduct Minor Decoy Operations, Shoulder Tap Operations, and IMPACT Inspections.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used conduct Minor Decoy Operations, Shoulder Tap Operations, and IMPACT Inspections, and resolves to recognize grant revenue in the amount of \$32,779.00 from the Department of Alcoholic Beverage Control. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Department of Alcoholic Beverage Control Alcohol Policing Partnership Program

Public Safety Committee
May 25, 2021

Oxnard City Council
June 15, 2021

Alex Arnett, Commander

Recommend that the Public Safety Committee recommend that City Council:

- Approve the application for grant funds from the Department of Alcoholic Beverage Control (ABC) through a resolution.

That City Council:

- Approve the application for grant funds from the Department of Alcoholic Beverage Control (ABC) through a resolution.

Alcohol Policing Partnership Program

- Grant funding is offered through the Department of Alcoholic Beverage Control (ABC) to law enforcement agencies to be used for Minor Decoy Operations, Shoulder Tap Program, and IMPACT Inspections.
- Grant request amount: \$32,779.00.

Minor Decoy Operations

- Goal is to reduce licensees who sell alcohol to minors.
- An important and effective tool for law enforcement.
- Operation has been in use since early 1980s.
 - In 1994, California Supreme Court issued unanimous decision to use underage decoy operations.
- Oxnard Police Explorers are used for this operation and supervised by a police sergeant and police officers.

Shoulder Tap Program

- Targets adults who furnish/purchase alcohol for minors
- Operation is conducted near off-sale retail outlets.
- Minor “shoulder taps” adult and asks the adult to purchase alcohol on their behalf.
- Police Explorers used for this operation under strict supervision of law enforcement officers.

IMPACT Inspections

- Informed Merchants Preventing Alcohol-Related Crime Tendencies.
- Focused on prevention and education.
- Uses the community oriented approach of involving merchants in deterring crime.
- Violations are given to the merchant in writing.
- Follow-up visits to see if the violations are corrected.
 - If not corrected, merchant is referred to ABC for possible disciplinary action.

Goals and Objectives:

- Partner with ABC and the VCDA to increase prosecution/enforcement of licensees.
- Reduce the number of establishments selling alcohol to minors.
- Reduce the number of adults purchasing alcohol to minors.
- Promote awareness that providing alcohol to minors is illegal, and those that do will be prosecuted.



QUESTIONS



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.3**

DATE: June 15, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreement A-8332 with Separation Processes, Inc. for Groundwater Desalter Improvement Project PW 21-44.

RECOMMENDATION

That the City Council approve and authorize the Mayor to:

1. Execute Agreement A-8332 with Separation Processes, Inc. in the amount not to exceed \$799,954 for engineering design services for the Groundwater Desalter Improvement Project (216508);
2. Approve \$39,998 for engineering, inspection, survey and project management for the Groundwater Desalter Improvement Project (216508); and
3. Approve a budget appropriation in the amount of \$109,952 from the available fund balance in the Water Operating Fund (601).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

BACKGROUND

As directed by the City Council, the Water Division is focused on maintaining critical water production assets. As part of this effort the City has developed a two-phased project, Groundwater Desalter Improvement Project (Project), aimed at maintaining critical infrastructure and increasing production at the groundwater desalter plant. The first phase includes repairs and modifications required to maintain and optimize plant operations. The second phase consists of increasing the potable water yield through modifications in the treatment process.

CIP Reference

Project No. 216508 - Groundwater Desalter Improvement Project - CIP 2020-2025 - Adopted June 16, 2020 – Pages 226.

DISCUSSION

The specific work for this Project includes the design and documentation for improvements to the groundwater desalter plant. The primary objectives of the project include:

Phase 1

- Replacing reverse osmosis membranes at the plant
- Pipework modifications to allow for full saturation of membranes during non-operation

- Assessing, repairing, or replacing actuators and valves
- Plant modifications associated with heavy equipment access
- Reliability associated with available parts and equipment

Phase 2

- Studying the potential of brine minimization
- Brine minimization pilot study
- Providing design drawings and documentation for permanent brine minimization equipment

The request for proposals (RFP) PW 21-44 for the Project was published on February 25, 2021, and all proposals were due on March 25, 2021. The City received two (2) proposals; Carollo Engineers and Separations Process, Inc. Proposals were reviewed by three (3) staff members consisting of the Water Division manager, the Water Treatment Supervisor and the Project Manager.

Separation Processes, Inc. was selected as the most qualified firm to complete the design for the Groundwater Desalter Improvement Project. The selection was based upon the firm's dedication to the field of membrane treatment, significant experience, and proposed approach to the project. Thus, staff recommends that the City Council award the contract for this project to Separation Processes, Inc. Staff has confirmed that Separation Processes, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

In addition to the contract amount, an additional \$39,998 is required for engineering support services and city staff time (5% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project. The total estimated cost of this phase of the Project is \$839,952 (Agreement + EISPM).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this phase of the Project is \$839,952 which includes this Agreement with Separation Processes, Inc. A-8332 for \$799,954 and \$39,998 in EISPM funds. The Groundwater Desalter Improvement Project 216508 has a budget allocation of \$100,000 of which \$20,000 is committed, leaving an available balance of \$80,000 from the Water Operating Fund (601). Additionally, there are \$650,000 approved through the adopted FY21-26 CIP for FY21-22 from Water Operating Fund (601). Therefore, an additional budget appropriation of \$109,952 is needed to award the contract and will be funded from the available fund balance of the Water Operating Fund (601).

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Separation Processes Inc. A-8332
2. BUDGET APPROPRIATION 216508 (revised)

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: _____ (Date Signed by Mayor)
- (2) Consultant: Separation Processes, Inc.
- (3) Services: Prepare design drawings, specifications, and bid documents for improvements at the Water Division's Groundwater Desalter Plant.
- (4) Schedule of Services: The services must be completed within 555 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: 555 Calendar days from Agreement Start Date
- (6) Total Agreement Amount: \$799,954
- (7) City's Project Manager: Timothy Beaman
- (8) Consultant's Project Manager: Alex Wesner, P.E
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

Separation Processes, Inc.
3152 Lionshead Ave.
Carlsbad, CA 92010
Attn: Alex Wesner, P.E

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Timothy Beaman

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

awesner@spi-engineering.com

CITY'S PROJECT MANAGER:

timothy.beaman@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all work product errors or omissions which may be disclosed during review of the Services.
4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: PWinvoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law in accord with California Civil Code 2782.8, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, including

reimbursement of reasonable attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project

Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.
22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.
23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant’s prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s personnel’s unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City’s prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.
25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.
26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

Separation Processes, Inc.

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

 James C. Vickers P.E, President ² _____ Date

 Alex E. Wesner, P.E, Vice President _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

Task 1: Program Management

1. Project Management. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
2. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a “kick-off” meeting with the City’s engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the meeting. The Consultant shall assume three (3) hours for the kick-off meeting with staff members.
3. Progress Meetings. Consultant shall attend monthly meetings at the City for the duration of the project. As part of the effort, the Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes within three (3) business days following the meeting with complete action tracking log. The Consultant shall assume two (2) hours for each meeting.
4. Project Schedule. Consultant shall develop a project schedule at the beginning of the project that covers preliminary design, recommendations, design drawings, specifications, construction cost estimate, bid documents, and bid/award support services. Project schedule shall be submitted with the proposal and shall be updated within two (2) weeks of the kickoff meeting.
5. Project Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols. All communication through bid and construction phase services shall be conducted through the City and not directly with the bidders/contractor.
6. Project Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.
8. Monthly Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated

according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.

Task 2: Data Gathering, Site Visit, and Preliminary Design Report

The Consultant shall create a preliminary design report (PDR) equivalent to the 30% design level, for the project, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation & control design, and construction cost estimates. The PDR shall include a summary of design assumptions and design points. The Consultant shall review existing record drawings, reports, and condition assessments to further understand the existing conditions. In addition the Consultant shall interview Operation's Staff on how the Desalter Facility is currently operating. The Consultant shall undertake a field visit to collect information required to produce a PDR. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, include the following:

1. Train No. 1 Membrane Replacement: The Consultant shall specify size, quantity, manufacturer, and model of the membranes, fittings, and seals to be replaced as part of the Project. Include manufacturer data sheets and justification for sole source acquisition as required.
2. Valves and Actuators: The Consultant shall develop a 30% design for the replacement of the existing Clean-In-Place (CIP), brine control, and reverse osmosis influent valves and actuators. The PDR shall include alternatives to the existing installation, considering material, make, and model. The design shall include valve lay-length and necessary pipework modifications.
3. Desalter Room Grating: The Consultant shall develop a 30% design for the replacement of the existing floor grates with H-20 traffic rated grates. The design shall include suitability with existing support system, availability, lead times, allowance for future pipework retrofitting, and methods for access & removal.
4. Cartridge Filter Air Vacuum Valve: The Consultant shall specify size, quantity, manufacturer, and model of the air vacuum valves to be replaced as part of the Project. Include manufacturer data sheets
5. Discharge Pipe Modification: The Consultant shall develop a 30% design for the discharge pipework. The design shall raise the hydraulic grade line above the height of the RO Trains and maintain discharge into the wastewater system.
6. List of Drawings and Specifications: The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, demolition, and electrical and instrumentation.
7. Preliminary Construction Schedule: The Consultant shall include a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, and critical path. The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule and limit the amount of downtime at the Desalter Facility.
8. Preliminary Construction Cost Estimate: The Consultant shall provide a preliminary construction cost estimate.

Deliverable

The PDR shall be organized in accordance with the above sections. Each section or subsection shall fully document the options considered, analysis performed, references used, assumptions made, basis

of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, flow diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in editable electronic Word version of the draft PDR report, including 11 x 17 schematic drawings and preliminary cost estimates for the City's review.

Task 3: 75% Design Services

The Consultant shall create a design, equivalent to the 75% design level, incorporating the approved basis of design and recommendations presented in the PDR. The Consultant shall produce the following 75% design deliverables:

1. Title Sheet
 - Vicinity and location maps with contacts
 - Table of Contents
 - Drawing index, general notes, symbols, abbreviations, and legends
 - Standard Details
2. Demolition:
 - Site Plan
 - Equipment Removal Plans
 - Details
 - Protection Requirements
3. Structural
 - Grating Plan
 - Reinforcing Details (as required)
 - Material Specifications
 - Connection and Anchoring Details
4. Mechanical Design
 - Mechanical plans including coordination with structural, electrical, and instrumentation & controls
 - Valves and actuators
 - Equipment specifications
5. Specifications
 - Preliminary technical specification with draft text in all sections
6. Construction Cost Estimate
 - The Consultant shall prepare an estimate of probable construction cost for the 75% design package. The cost estimate shall be transmitted along with the 75% design package.

Deliverable

75% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

Task 4: Final Design Services

1. 90% Design: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the 75% design review. At the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:

- Demolition plans and details
- Structural drawings and details
- Mechanical drawings and details
- Complete Specifications
- Construction cost estimate

Deliverable

90% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

2. Final Design Submittal: During the final design phase, final comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:

- Production of final engineering drawings
- Production of final engineering specifications
- The Consultant shall prepare an estimate of probable construction cost for the 100% design package. The cost estimate shall be transmitted along with the final 100% design package.

Deliverable

Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and dwg files be delivered to the City as part of the final submittal.

Task 5: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.
2. Attendance and participation in the mandatory pre-bid meeting.
3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 6: Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.
2. Project Progress Meetings: Attendance and participation in the Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget two (2) hours for each Project Progress Meeting, and one (1) hour travel time to and from meeting for a total of three 3 hours. The Consultant shall budget for a three (3) month duration for the construction phase.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of 8 submittals and a minimum of two (2) hours for the first review. The Consultant shall budget for 25% of all submittals will require a resubmittal and additional review with a minimum of 1.5 hours budgeted for each resubmittal.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.

Record Drawings and Standard Operating Procedures: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three (3) hard copies of the record drawings on 22" x 34" bond paper. The standard operating procedures (SOP) developed as part of the preliminary design shall be revised and confirmed. The finalized SOPs shall be delivered to the City with the record drawings.

Task 7: Brine Minimization Feasibility Study

The Consultant shall review existing water quality data to determine if additional treatment will increase recovery and reduce the volume of brine. The Consultant shall develop a preliminary list of equipment including pumps, tanks (including size), and pipework to ensure an area exists to house the system. The study shall include a cost benefit analysis comparing the brine disposal savings and additional potable water production with costs associated with a pilot test, design, construction, operations, and maintenance. The analysis should include estimated payback of investment.

Deliverable

This portion of the project shall be submitted in the form of a technical memorandum (TM-1) to be reviewed and approved by the City prior to continuing with subsequent tasks.

Task 8: Brine Minimization Pilot Study

The Consultant shall develop design drawings and bid documents in order to procure and install the equipment required for a three (3) month pilot study. The design shall have all the necessary components to determine the feasibility of a full scale operation, minimize permanent changes to existing infrastructure, monitor water quality, and not interfere with the production of potable water.

The pilot study equipment shall have a single point of disconnection from the existing desalter plant. The Consultant shall work with Water Division Operators to ensure staff members are properly trained to operate the additional equipment required for the pilot study. The Consultant shall perform bi-weekly checkups to verify data is being collected and the system is operating as intended.

Deliverable

The Consultant shall document the results of the pilot study in a technical memorandum (TM-2). Water quality data, chemical consumption, and brine volume minimization results shall be integrated into the assumptions of TM-1 to verify feasibility. The cost benefit analysis from TM-1 shall be updated to include results from the pilot study.

Task 9: Brine Minimization Preliminary Design Report

The Consultant shall create a preliminary design report (PDR) equivalent to the 30% design level, for this phase of the project, which includes various components such as design criteria, process design, structural, mechanical, electrical, and instrumentation & control design, and construction cost estimates. The PDR shall include a summary of design assumptions and integrate TM-2. The Consultant shall review existing record drawings, reports, and water quality data to further understand the existing conditions. The Consultant shall undertake a field visit to collect information required to produce a PDR. Specific project scope elements, which are to be evaluated in the PDR and ultimately incorporated into the final design and bid documents, include the following:

1. Site Civil: The Consultant shall provide 30% design for the site civil work including equipment layout, pipework, trenching, and paving restoration.
2. Mechanical: The Consultant shall provide 30% design for mechanical elements of the project including pumps, pipework, dampeners, valves, and other appurtenances. Safety eye wash and shower stations shall be included in this section unless deemed redundant with existing installations.
3. Structural: The Consultant shall provide 30% design for the structural elements of the project including but not limited to chemical containment, filling stations, pipe support and conduit racks.
4. Instrumentation and Control Design: Consultant shall provide an instrumentation and control design based on the existing framework and interviews with staff to determine the most efficient long-term operational strategies and instrumentation and control design. The narrative shall also include a description of start-up process, continuous operation, proposed interlocks, and standard operating procedures. The PDR shall include preliminary P&ID drawings.
5. List of Drawings and Specifications: The preliminary design submittal shall include a list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, demolition, and electrical and instrumentation.
6. Preliminary Construction Schedule: The Consultant shall include a preliminary construction schedule indicating the proposed sequence of work, durations, critical milestones, logic ties, and critical path. The Consultant shall provide a proposed construction sequencing that will support an optimum construction schedule and limit the amount of downtime at the Desalter Facility.
7. Preliminary Construction Cost Estimate: The Consultant shall provide a preliminary construction cost estimate.

Deliverable

The PDR shall be organized in accordance with the above sections. Each section or subsection shall fully document the options considered, analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and basis of the recommendations. Each section and subsection of the PDR shall be presented in the format of a narrative report with figures, tables, flow diagrams, and other exhibits and to sufficient detail to allow the City to fully understand the design intent and long-term operational requirements. The PDR shall be submitted in editable electronic Word version of the draft PDR report, including 11 x 17 schematic drawings and preliminary cost estimates for the City's review.

Task 10: 75% Design Services

The Consultant shall create a design, equivalent to the 75% design level, incorporating the approved basis of design and recommendations presented in the PDR. The Consultant shall produce the following 75% design deliverables:

1. Title Sheet
 - Vicinity and location maps with contacts
 - Table of Contents
 - Drawing index, general notes, symbols, abbreviations, and legends
 - Standard Details
 - Protection Requirements
2. Structural
 - Chemical Containment
 - Reinforcing Details (as required)
 - Full Section Cuts
 - Material Specifications and Coating
 - Connection and Anchoring Details
 - Pipe support details
3. Mechanical Design
 - Mechanical plans including coordination with structural, electrical, and instrumentation & controls
 - Equipment layout plans and specifications
 - Chemical storage
 - Pumps
 - Valves and actuators
 - Piping plans and elevations
 - Materials specifications
4. Electrical Design
 - Electrical equipment layout plans
 - Electrical single line diagram
 - Cable and conduit schedule

5. Process Design
 - Chemical dosing plan
 - P&ID drawings
 - Chemical analyzer layout (as required for brine minimization)
6. Specifications
 - Preliminary technical specification with draft text in all sections
7. Construction Cost Estimate
 - The Consultant shall prepare an estimate of probable construction cost for the 75% design package. The cost estimate shall be transmitted along with the 75% design package.

Deliverable

75% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

Task 11: Final Design Services

1. 90% Design: Drawings and specifications from the preliminary design phase shall be modified to account for any remaining design changes as a result of the 75% design review. At the end of the 90% design phase, drawings and specifications shall be complete. The following tasks are to be completed:
 - Structural drawings and details
 - Mechanical drawings and details
 - Electrical drawings (equipment, instrumentation) and details
 - Process drawings and details
 - Instrumentation and control drawings
 - Complete Specifications
 - Construction cost estimate

Deliverable

90% design package shall include three (3) hardcopies of 22' x 34" plans and specifications along with electronic versions.

2. Final Design Submittal: During the final design phase, final comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will not be reviewed by the City and will be considered the bid set. Tasks include:
 - Production of final engineering drawings
 - Production of final engineering specifications
 - The Consultant shall prepare an estimate of probable construction cost for the 100% design package. The cost estimate shall be transmitted along with the final 100% design package.

Deliverable

Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three (3) sets of 11" x 17" drawings, three (3) sets of 22" x 34" (D Size) drawings, four (4) sets of specifications, and one (1) electronic copy in PDF format of the

final design package for bid purposes. All drawings shall be prepared using a version of AutoCAD 2018 or later and dwg files be delivered to the City as part of the final submittal.

Task 12: Bid Phase Services

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two (2) business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown. All communication shall be conducted through the City.
2. Attendance and participation in the mandatory pre-bid meeting.
3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

Task 13: Construction Phase Services

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the Pre-Construction Meeting.
2. Project Progress Meetings: Attendance and participation in the Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget two (2) hours for each Project Progress Meeting, and one (1) hour travel time to and from meeting for a total of three 3 hours. The Consultant shall budget for a six (6) month duration for the construction phase.
3. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of (10) submittals and a minimum of two (2) hours for the first review. The Consultant shall budget for 25% of all submittals will require a resubmittal and additional review with a minimum of 1.5 hours budgeted for each resubmittal.
4. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for three (3) change order requests to be submitted during the construction phase. The Consultant shall budget a minimum of eight (8) hours for each change order request. All communication shall be conducted through the City.
5. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation.

Record Drawings and Standard Operating Procedures: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using a version of AutoCAD 2018 or later and shall be transmitted to the City within 30 calendar days of receipt of the contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall

submit three (3) hard copies of the record drawings on 22" x 34" bond paper. The standard operating procedures (SOP) developed as part of the preliminary design shall be revised and confirmed. The finalized SOPs shall be delivered to the City with the record drawings.

RATES AND COSTS EXHIBIT

Ph	Task	Description	SPI Hours													GHD Hours													SPI		GHD		Total Hrs	Total Cost
			\$ 255	\$ 243	\$ 235	\$ 162	\$ 140	\$ 128	\$ 124	\$ 77	\$ 255	\$ 235	\$ 215	\$ 170	\$ 215	\$ 170	\$ 110	\$ 90	\$ 195	\$ 195	ODC	ODC												
			PIC	QC	PM	PE2	E2	E1	CAD	Admin	QC	PE3	EE2	EE1	SE	CAD	Est.	Admin	Civil	SCADA														
Phase 1	1	Program Management	4	12	59	120	0	0	0	0	0	0	40	17	45	12	0	12	0	0	0	0	0	361	\$ 5,092	\$ 1,854	\$ 72,117							
	2	30% Design/PDR	0	6	27	107	0	0	82	0	16	0	16	0	12	12	28	12	32	0	8	8	350	\$ 270	\$ 1,867	\$ 61,332								
	3	75% Design Services	2	9	26	142	0	0	61	2	0	0	12	12	24	20	0	0	8	20	338	\$ 300	\$ 1,199	\$ 60,188										
	4	Final Design Services	5	34	22	88	0	0	180	8	0	0	16	8	20	16	32	0	8	8	445	\$ 800	\$ 702	\$ 72,301										
	5	Bid Phase Services	0	2	6	34	0	0	12	0	0	0	0	0	12	4	0	0	0	2	72	\$ 220	\$ 692	\$ 13,574										
	6	Const. Phase Services	2	4	8	75	0	20	82	2	0	0	6	0	24	12	0	0	0	14	249	\$ 1,638	\$ 364	\$ 41,776										
Phase 1 Sub Total			9	55	89	446	0	20	417	12	16	0	46	32	108	64	64	0	24	52	1454	\$ 3,178	\$ 4,824	\$ 249,171										
Phase 2	7	Feasibility Study	2	8	10	18	26	36	16	0	12	8	0	0	0	0	0	0	0	0	136	\$ -	\$ 130	\$ 23,222										
	8	Pilot Study *	4	12	16	39	75	113	40	0	6	4	0	0	0	0	0	0	0	309	\$ -	\$ 65	\$ 46,793											
	9	30% Design/PDR	4	12	14	115	0	0	132	0	0	24	60	24	20	40	0	24	20	489	\$ 220	\$ 3,103	\$ 82,727											
	10	75% Design Services	7	28	31	245	0	0	341	2	8	0	50	120	24	40	20	0	40	996	\$ 200	\$ 2,223	\$ 163,995											
	11	Final Design Services	13	34	22	109	0	0	176	4	4	0	24	50	12	16	10	0	16	12	502	\$ 650	\$ 936	\$ 85,103										
	12	Bid Phase Services	0	2	6	34	0	0	12	0	0	8	4	4	2	0	0	0	0	72	\$ 423	\$ 117	\$ 13,152											
	13	Const. Phase Services	2	8	21	97	0	40	82	2	8	12	20	12	16	12	0	0	12	12	356	\$ 1,638	\$ 1,711	\$ 63,674										
Phase 2 Sub Total			32	104	120	657	101	189	799	8	38	24	126	246	80	90	70	0	92	84	2860	\$ 3,131	\$ 8,285	\$ 478,666										
Total			45	171	268	1223	101	209	1216	60	71	69	184	278	200	154	134	40	116	136	4675	\$ 11,401	\$ 14,963	\$ 799,954										

*Includes pilot protocol

INSURANCE EXHIBIT
Exhibit INS-A
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

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

CERTIFICATE HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits						
NAMED INSURED TYPE OF INSURANCE	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered CITY AGREEMENTS/PERMITS _____						
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS					
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">EACH OCCURRENCE</td> <td style="width: 50%; text-align: center;">AGGREGATE</td> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>	EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____	
EACH OCCURRENCE	AGGREGATE						
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date Signed: _____					

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____		
NAMED INSURED 	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS 		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS 	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Engineering

Date: May 10, 2021

Project/Program

Manager: Tim Beaman

Phone: (805)385-8141

Reason for Appropriation:

Budget appropriation to fund Agreement A-8332 with Separation Processes, Inc. and allocate EISPM funds for the Groundwater Desalter Plant (Project No. 216508).

Accounts and Descriptions

AMOUNT

Fund: 601 WATER OPERATING FUND

Expenditures/Transfers Out

PROJECT 216508 EXISTING DESALTER UPGRDS

601-6551-821.82-09 SVCS - OTHER PROFESSIONAL 109,952

Sub-total Expenditures 109,952

Net Change to Fund Balance (109,952)

Net Appropriation Change 109,952

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.4**

DATE: June 15, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Award Agreement A-8316 to The Groundskeeper, Inc. for Landscape Maintenance Services for Various Locations.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Trade Services Agreement No. A-8316 with The Groundskeeper, Inc. for a total value of \$550,000 for a three-year term ending June 30, 2024 to provide landscape maintenance services at various locations throughout the City.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The City has several locations that require landscape maintenance services and are contracted out. The current landscape maintenance services agreement with Natural Green Landscape Inc., will expire on June 30, 2021.

On February 4, 2021, the City issued a request for bids (RFB) No. PW 21-56 for Landscape Maintenance Services at the following locations:

Table 1.

#	Name	Location
1	Blending Station No. 4	3637 N. Rose Ave.
2	Blending Station No. 3	1700 Solar Dr
3	Del Norte Recycling and Transfer Station	111 Del Norte Blvd
4	Sturgis Annex (Police)	3001 Sturgis Rd.
5	Water Campus	251 S. Hayes Ave.
6	Oxnard Transportation Center	201 E. Fourth St.
7	Blending Station No. 2	1061 Richmond Ave.
8	Oxnard Wastewater Treatment Plant	6001 S. Perkins Rd.

9	Advanced Water Purification Facility	5700 S. Perkins Rd.
10	Blending Station No. 5	980 E. Pleasant Valley Rd
	As-needed	
11	Vacant Dirt Lot	Corner of Del Norte and Fifth St.

DISCUSSION

The bid included rates for monthly routine landscaping services for respective locations, excluding as-needed requests such as vacant lots, plant replacement, plant removal, etc. which are not maintained on a monthly basis, but can be requested on a time and material basis under this agreement as deemed necessary by staff. The City received two (2) responsive bids by the February 26, 2021 closing date:

1. **The Groundskeeper, Inc.**
2. **Garcia's Landscaping Maintenance Services, Inc.**

The Groundskeeper, Inc., was selected as the lowest responsible and responsive bid. On March 8, 2021, the "award notice" was posted on the Public Purchase website. The Groundskeeper, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

The Groundskeeper, Inc. will provide routine landscape maintenance services to the twelve (12) locations listed in **Table 1** at different frequencies based on the needs of the facility. As needed and directed by the City, The Groundskeeper, Inc. will also provide additional landscaping services at the facilities to ensure facilities are properly maintained. These services include but are not limited to additional landscaping clean up and removal, replacement of existing plantings and modifications to planting beds. These additional services will be utilized only as funding is available and the City deems it in the best interest of that location to ensure appearance and public access is maintained. The additional services may also include unforeseen circumstances that may arise.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of this three (3) year agreement with The Groundskeeper Inc. through June 30, 2024 shall not exceed \$550,000 for routine maintenance and will be divided accordingly among each division per fiscal year. The spending plan has been included in the proposed budget for Fiscal Year 2021-22. The remaining agreement balance will be requested in subsequent fiscal years through the annual budget process. The only impact to the General fund is \$4,260 annually for the Police Department Sturgis Annex location. Funding from Other-Variou accounts will be identified and reviewed prior to work commencing via requests to encumber funds.

Division/Account	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Water – 601-6010-842-82-09	\$30,180	\$30,180	\$30,180	\$90,540
OWTP – 621-6205-842-82-09	35,640	35,640	35,640	106,920
AWPF – 601-6012-842-82-09	10,680	10,680	10,680	32,040

ER – 631-6301-842-82-09	30,840	30,840	30,840	92,520
OPD – 101-2101-802-82-09	4,260	4,260	4,260	12,780
OTC – 213-3110-803-82-09	35,640	35,640	35,640	106,920
Other – Various	36,093	36,093	36,093	108,280
TOTAL	\$183,333	\$183,333	\$183,333	\$550,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 25, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8316 The Groundskeeper
2. The Groundskeeper, Inc. Bid

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Vendor: The Groundskeeper, Inc.
- (3) Services: Landscape Maintenance for Various Locations
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date.
- (5) Agreement Ending Date: June 30, 2024
- (6) Total Agreement Amount: \$550,000
- (7) City's Project Manager: Brian Yanez, Assistant Public Works Director
- (8) Vendor's Project Manager: Harry Avedissian, President
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?
 - ☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:

FOR VENDOR:

P.O Box 3402
Camarillo, CA 93011
Attn: Harry Avedissian

FOR CITY:

305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistance Public Works Director

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

info@groundskeepervc.com

CITY'S PROJECT MANAGER:

brian.yanez@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Work, Scope of Services and General Requirements Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Living Wage Policy Exhibit
- ☒ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in “(8) Vendor’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor’s staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Vendor’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days’ prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days’ prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor

may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.
27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.
28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.
29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.
33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including

investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City’s regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as “(11) Addresses for Notice” on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor’s Project Managers’ emails listed in “(12) Contact Emails” on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

THE GROUNDSKEEPER, INC.

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

Harry Avedissian 3/24/21
 Harry Avedissian, President² Date

Marci Avedissian 3/24/21
 Marci Avedissian, Vice President Date

ATTEST:

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

APPROVED AS TO FORM:

for 3/29/21
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF WORK, SCOPE OF SERVICES AND GENERAL REQUIREMENTS EXHIBIT

1.0 SCOPE OF WORK

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

1.1 Workforce

Contactors shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

1.2 Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

1. Safety Data Sheet (SDS)
2. Product Specimen Label
3. Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

1.3 Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. Please provide evidence of certification.
6. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

1.4 Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

1.5 Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

1.6 Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

1.7 Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

1.8 Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

2.0 SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a City building), drive ways, drop off areas and parking, shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed. Special emphasis on the Del Norte facility as this is a Waste Transfer Station and Litter is more prominent.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor. Vendor shall keep in mind water management and conservation efforts within the State of California.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely

watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager of each Operation.

All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, buildings and structures, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Weed Abatement – THIS IS AN “ON-CALL/AS-NEEDED” SERVICE AND ONLY PERTAINS TO VACANT DIRT LOTS

Disk harrow work shall be completed so that all weeds, grass, crops or other vegetation or organic material which could be expected to burn, shall be substantially turned under so there is insufficient fuel to sustain or allow the spread of fire.

Removal of additional weeds along fence lines, curbs and gutters may have to be done by hand or mowing operations.

Mowing shall be completed so that weeds, grass or other vegetation or organic material which could be expected to burn is cut to a height of not more than three (3) inches.

Immediately prior to the commencement of work on each assigned parcel, the Vendor shall digitally photograph said parcel, producing colored photographs with the minimum dimensions of four (4) by six (6) inches. Said photographs shall show parcel identification number, date photographs were taken and weeks or debris to be abated. A minimum of five (5) photographs shall be taken to adequately show the condition of the parcel. All photographs shall be taken from a recognizable reference point.

Upon completion of the cleaning of the assigned parcel, Vendor shall take a minimum five (5) digital photographs of the assigned parcel, using the same reference point-to-point as used in taking the photographs required in above paragraph. Photographs shall also include parcel identification number and the date photographs were taken.

Vendor shall keep these specified photographs and shall have the photographs available for inspection at all times.

After completion of the abatement of assigned parcels, Vendor shall have ten (10) days to transmit the specified photographs along with the billing invoices for the work performed. Failure to forward both the photographs and invoices in the time allotted will result in nonpayment.

Weed abatement services are to be performed during business hours Monday through Saturday from 8:00 a.m. to 5:00 p.m. on an on-call/as needed basis as deemed by the Operations Manager. Del Norte is closed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

J. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

M. Tree Maintenance

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 2). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a three (3) foot basin covered with three (3) inches- five (5) inches of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed and disposed of on a once per week basis. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed/pruned such that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk.

Vendor shall be responsible for all current and future trees planted.

N. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. As Needed Tasks

Items such as the following may be required above and beyond routine tasks: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

Q. Storm Damage

Vendor shall correct and repair all storm damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

U. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of

delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

3.0 GENERAL REQUIREMENTS

3.1 Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

3.2 Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

3.3 Employee Conduct

Employees of Vendor while performing work under this contract will not:

- Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
- Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
- Engage in horseplay or loud boisterous behavior.
- Be under the influence of alcohol or drugs.
- Gamble.
- Smoke in any building.
- Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).
- Have access to City buildings, including restrooms, with the exception to sign in and out as required by the site.
- Take extended breaks while at City facilities

3.4 Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

3.5 Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

3.6 Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

3.7 Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

3.8 Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

3.9 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.

3.10 Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

3.11 Invoicing

Separate invoices shall be provided for each operation. Each invoice shall include the following:

- Days and dates of services
- Number of employees including employee title
- Employee rate per hour

- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Eight (8) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Stations Nos. 2, 3, 4 and 5
2. Water Operations – Vacant Lot located at 167 S. Hayes Avenue
3. Recycled Water Operations – Advanced Water Purification Facility
4. Wastewater Operations – Wastewater Treatment Plant
5. Environmental Resources – Del Norte Regional Recycling and Transfer Station
6. Environmental Resources – Vacant Dirt Lot on corner of Del Norte and Fifth Street
7. Oxnard Transit Center
8. Oxnard Police Department Sturgis Annex

RATES AND COSTS EXHIBIT

LOCATION	ADDRESS	FREQUENCY	SECTIONS	Monthly Cost
1. Water Campus	251 S. Hayes Ave	Bi-Weekly	A B C E H K M N O P Q R S T U	\$1,090.00
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	\$430.00
3. Wastewater Treatment Plant	6001 Perkins Rd	Once a week	A B C D E F H J K L M N O P Q R S T U	\$2,970.00
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly	A B C D E F H J K L M N O P Q R S T U	\$890.00
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T	\$110.00
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly	A B C F H K M N O P Q R S T U	\$775.00
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U	\$250.00
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly	A B C F H K M N O P Q R S T U	\$290.00
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Bi-Weekly	A B C D E F G H J K L M N O P Q R S T U	\$355.00
10. Oxnard Transit Center (OTC)	201 E. Fourth St	Twice per week	A B C D E F G H J K L M N O P Q R S T U	\$2,970.00
11. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U	\$2,570.00
12. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	\$1,925.00
13. Hourly Rate	Various	On-call/As needed	N, O	\$45/hr
14. Material mark- up	Various	On-call/As needed	N, O	20%

***For Sections column above, please refer to 11.0 Scope of Services**

****Bi-Weekly is defined as occurring once during a two week period**

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.19 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

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

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER **B****COVERAGES**

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance**

Reference No. _____

P.O. Box 100085 – OX**Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____



City of Oxnard
Request for Bid
PW21-56

**LANDSCAPE MAINTENANCE SERVICES
FOR VARIOUS LOCATIONS**

Bid Close Date: **February 26, 2021**

By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

CITY OF OXNARD INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

1.1 As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

1.2 Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

1.3 There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

1.6 The City cannot guarantee you will receive notice of every opportunity to sell to the City, it is encouraged to visit our Purchasing website at <https://www.oxnard.org/rfps-and-rfqs/> for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

2.0 MANDATORY PRE-BID MEETING AND SITE VISIT

There will be a **MANDATORY** pre-bid meeting, followed by site visits to locations listed below, both of which will be held on February 12, 2021 at 9:00 a.m. beginning at the City of Oxnard Blending Station #3, located at 1700 Solar Drive, Oxnard, CA 93030. Please contact Patricia Garcia on this date only at (805) 385-7538 if you require further information on the locations below.

Site visits will follow in the order below:

1. Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036
2. Del Norte Recycling and Transfer Station, 111 Del Norte Blvd, Oxnard, CA 93030
3. Oxnard Police Department Sturgis Annex, 3001 Sturgis Road, Oxnard, CA 93030
4. Water Campus, 251 S. Hayes Avenue, Oxnard, CA 93030
5. Oxnard Transit Center (OTC), 201 E. Fourth Street, Oxnard, CA 93030
6. Oxnard Police Department Headquarter, 251 S. C Street Oxnard, CA 93030
7. Wastewater Treatment Plant, 6001 S. Perkins Road, Oxnard, CA 93033
8. Advance Water Purification Facility (AWPF), 5700 S. Perkins Road, Oxnard, CA 93033

All other locations are open sites and can be visited at your own discretion. If you have any questions regarding the vacant lots or blending stations not listed above, please inform staff at the pre-bid meeting or on Public Purchase. Area photos of all locations are located with the bid documents in Public Purchase.

3.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

4.0 PREPARATION OF BID

4.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, C, D, E and F, in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

4.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all



equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

4.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

4.4 The bid must be submitted by an authorized agent of the submitting entity.

5.0 FORMAT

Use the electronic format provided by **PublicPurchase.com**. If submitting more than one bid, separate the bid documents.

6.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: Corporation

B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. BIDDER'S RESPONSE: N/A

BIDDER'S RESPONSE:

Organizational Chart

The Groundskeeper, Inc. strives to develop an organization that prides itself on providing quality commercial and industrial landscape services. In doing so, the company seeks to build the individual character of each employee, thus allowing for the best professional landscape service possible.

Management Team

The Groundskeeper, Inc.'s management team consist of the following:

1. President Harry Avedissian
2. Vice President..... Marci Avedissian
3. Treasurer Harry Avedissian
4. Foreman Operations..... Baltazar Maldonado
5. Account Manager..... Harry Avedissian
6. Irrigation Foremen..... Francisco Pelayo/ Luis Rosete
7. Mechanic/ Equipment Technician..... Noe Preciado
8. Bookkeeper and Office Administrator..... Tana Seufert
9. Administrative Assistant..... Carla Mena

The Groundskeeper, Inc. was started by Harry Avedissian in July 1985. Previously a partner with Commercial Grounds Maintenance, a larger landscape maintenance firm from 1981-1985. The Groundskeeper, In. was incorporated in July, 1994. With 36 years of experience in landscape service business, Harry Avedissian is currently the President.

PRESIDENT/TREASURER'S RESPONSIBILITIES:

- A) Seeing that there is adequate funds/budgeting.
- B) Seeing existing customers and marketing new business.
- C) Making decisions concerning equipment purchases and supplies.
- D) Future planning and organization.

FOREMAN OPERATIONS: BALTAZAR MALDONADO

Having acquired skills in horticulture from working in a nursery that grew and cared for roses for seven years, Baltazar Maldonado, understands care and maintenance of plants. As the foreman of The Groundskeeper, Inc. these past 36 years, he has developed the necessary knowledge and experience in the proper operations of a landscape maintenance business. He is capable to install irrigation systems, plant large trees and equipment operations and care. Baltazar has taken courses in management skills, small engine repairs and irrigation installation and care.

SUPERVISOR'S RESPONSIBILITIES:

- A) Supervises daily field performance of the crews.
- B) Quality control and sets up the crew's routes.
- C) Irrigation repairs and minor equipment repair.

ii. ***BIDDER'S RESPONSE:*** Since 1985- 36 years



iii. **BIDDER'S RESPONSE:** 2861 Sherwin Ave, Ventura CA 93003

- C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

- D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: N/A

- E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE: Harry Avedissian, President

F. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. **BIDDER'S RESPONSE:** Please see below

ii. **BIDDER'S RESPONSE:** Please see below

iii. **BIDDER'S RESPONSE:** Please see below

iv. **BIDDER'S RESPONSE:** Please see below



v. BIDDER'S RESPONSE:	Please see below
------------------------------	------------------

vi. BIDDER'S RESPONSE:	Please see below
-------------------------------	------------------

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

THE GROUNDSKEEPER, INC.
QUALIFICATIONS OF LEAD PERSONNEL AND SUPPORTING PERSONNEL

Harry Avedissian – Owner
License#89713

DPR-QAC

Harry Avedissian is the owner and operator of The Groundskeeper, Inc. a full-service landscape maintenance company. Formed in 1985 in Ventura, California, the company has been in operation for 36 years. The vision of the organization is to provide professional landscape maintenance based around personal customer relations. During these many years in service, The Groundskeeper, Inc. has provided the highest level of satisfaction to customers throughout Ventura County.

President Harry Avedissian has 38 years of landscape maintenance experience. With his leadership and extensive work experience, in addition to being a former educator, he has developed the expertise necessary to direct the business and to manage large properties.

The Groundskeeper has and does provide large scale landscape maintenance services. One of our service contracts has included Oxnard Union High School, which required regular mowing for all of their high school sites. We also provide ongoing services to Ventura County School facilities, Pleasant Valley School District, and large commercial and industrial facilities throughout Ventura County. We are a locally owned and operated business.

Contractors State License Board- License #729273

Baltazar Maldonado – Operations Foreman
License#122739

DPR-QAC

Balta Maldonado has been our foreman these past 36 years. Having acquired horticulture training initially in the nursery industry doing propagation, maintenance, and pest control work. As our foreman/supervisor, he has taken multiple landscape maintenance, installation, and irrigation courses. He is well versed in all aspects of landscape installation, maintenance and overall landscape care. He has the management skills to oversee daily operations. He holds a pest control license and has extensive landscape irrigation training and expertise.

Luis Rosete - Irrigation Technician

Luis Rosete has been employed in the landscape maintenance field for the past 15 years. He has extensive experience in all irrigation matters from time clock installation to sprinkler repairs. He has been employed with us for the past 12 years.



Francisco Pelayo – Irrigation Technician

Francisco Pelayo has received his irrigation technician certificate from Camrose Water Training Program. He has been in the landscape maintenance and irrigation field for the past 20 years.

Jesus Rios – Landscape Foreman

DPR-QAC

License#122761

Jesus Rios oversees our landscape installation operations. He has been working in the landscape field for the past 10 years. He holds a pest control license and oversees our pest control program and our safety program. He is bilingual.

CITY INFORMATION

7.0 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

8.0 BACKGROUND INFORMATION

The City of Oxnard is requesting bids from experienced Contractors to provide Landscape Maintenance Services at thirteen City facilities throughout Oxnard. These landscapes range from water-wise gardens to corporate style frontage landscapes.

The Landscape Maintenance contractor shall familiarize themselves with the locations and exhibits provided to fully understand the needs and requirements of the site's maintenance requirements. The staff utilized to perform landscape work at the City of Oxnard premises must be competent in maintenance techniques of drought tolerant and landscapes. The landscape Contractor shall furnish all labor, equipment, tools, maintenance services, and special skills required to perform maintenance duties as specified in this Request for Bid (RFB).

The landscape Contractor will provide a sufficient quantity of tools needed to equip the work force. City of Oxnard will not loan tools to the landscape contractor and will not provide tool storage; therefore, the contractor must remove all tools and equipment at the end of the workday.

Tools and equipment will be operated in a safe and responsible manner, and maintained according to manufacturer specifications, to ensure worker safety and the safety of the public and City of Oxnard personnel. The bid will include all landscaping areas as detailed in attached exhibits.

9.0 SERVICE DESCRIPTION

Contractor to provide Landscape Maintenance Services to the following 13 locations along with their frequency details:

- Water Campus, 251 South Hayes Avenue, Oxnard, CA 93030 – **Bi-Weekly***
- Water Division Vacant Lot, 167 South Hayes, Oxnard, CA 93030 – **Please see “Section I. Weed Abatement” only for this location. – On-Call / As Needed**
- Wastewater Treatment Plan, 6001 South Perkins Road, Oxnard, CA 93033 – **Once per week and three days a week Pricing requested**
- Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard, CA 93033 – **Bi-Weekly***
- Blending Station No. 2, 1061 Richmond Ave, Oxnard, CA 93030 – **Once a month**
- Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036 – **Bi-Weekly***
- Blending Station No. 4, 3637 North Rose Ave, Oxnard, CA 93036 – **Once a month**
- Blending Station No. 5, 980 East Pleasant Valley Road, Oxnard, CA 93033 – **Bi-Weekly***
- Oxnard Police Department Sturgis Annex, 3001 Sturgis Road, Oxnard, CA 93030 – **Bi-Weekly* and Monthly Pricing requested**
- Oxnard Police Department Headquarter, 251 S. C Street, Oxnard, CA 93030- **Bi-Weekly* and Monthly Pricing requested**
- Oxnard Transit Center, 201 East Fourth Street, Oxnard, CA 93030 – **Twice per week (one day focused on litter removal and one day on litter removal and landscaping)**
- Del Norte Recycling and Transfer Station, 111 Del Norte Boulevard, Oxnard, CA 93030 – **Once a week**
- Vacant Dirt Lot – Corner of Del Norte and Fifth Street, 111 Del Norte Boulevard, Oxnard, CA 93030 – **Please see “Section I. Weed Abatement” only for this location. – On-Call / As Needed**

***Bi-Weekly is defined as occurring once during a two week period**

10.0 SCOPE OF WORK

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

10.1 Workforce

Contractor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

10.2 Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements.

Vendor shall provide the following product data for the chemical pesticide to be used:

1. Safety Data Sheet (SDS)
2. Product Specimen Label
3. Registration with U.S. EPA and State Pesticide Regulatory Agency. Please provide evidence.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

10.3 Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law. Please provide evidence of a C-27 license.
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license prior to the bid date. Please provide evidence of license.
3. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed pesticide applicators. Please provide evidence both licenses.
4. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA). Please provide evidence of license.
5. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. Please provide evidence of certification.
6. Vendor must possess a current City of Oxnard Business Tax Certificate prior to start of the contract.

10.4 Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

10.5 Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

10.6 Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

10.7 Work Schedule

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service.

All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations. Vendor shall submit a work schedule for City approval prior to start of contract. Work schedule shall include details on work crew daily assignments, specifying the facilities which are to be serviced each day of the week.

10.8 Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

11.0 SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a City building), drive ways, drop off areas and parking, shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed. Special emphasis on the Del Norte facility as this is a Waste Transfer Station and Litter is more prominent.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the

Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor. Vendor shall keep in mind water management and conservation efforts within the State of California.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall possess all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager of each Operation.

All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways/parking lots, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, open/vacant dirt and unpaved areas, buildings and structures, shall be free of all weeds. Pre and post emergent herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Weed Abatement – **THIS IS AN “ON-CALL/AS-NEEDED” SERVICE AND ONLY PERTAINS TO VACANT DIRT LOTS**

Disk harrow work shall be completed so that all weeds, grass, crops or other vegetation or organic material which could be expected to burn, shall be substantially turned under so there is insufficient fuel to sustain or allow the spread of fire.

Removal of additional weeds along fence lines, curbs and gutters may have to be done by hand or mowing operations.

Mowing shall be completed so that weeds, grass or other vegetation or organic material which could be expected to burn is cut to a height of not more than three (3) inches.

Immediately prior to the commencement of work on each assigned parcel, the Vendor shall digitally photograph said parcel, producing colored photographs with the minimum dimensions of four (4) by six (6) inches. Said photographs shall show parcel identification number, date photographs were taken and weeds or debris to be abated. A minimum of five (5) photographs shall be taken to adequately show the condition of the parcel. All photographs shall be taken from a recognizable reference point.

Upon completion of the cleaning of the assigned parcel, Vendor shall take a minimum five (5) digital photographs of the assigned parcel, using the same reference point-to-point as used in taking the photographs required in above paragraph. Photographs shall also include parcel identification number and the date photographs were taken.

Vendor shall keep these specified photographs and shall have the photographs available for inspection at all times.

After completion of the abatement of assigned parcels, Vendor shall have ten (10) days to transmit the specified photographs along with the billing invoices for the work

performed. Failure to forward both the photographs and invoices in the time allotted will result in nonpayment.

Weed abatement services are to be performed during business hours Monday through Saturday from 8:00 a.m. to 5:00 p.m. on an on-call/as needed basis as deemed by the Operations Manager. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

J. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

K. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

L. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

M. Tree Maintenance

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 2). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a three (3) foot basin covered with three (3) inches-five (5) inches of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed and disposed of on a once per week basis. Dead or dying palm fronds, fruit clusters and other vegetation from the trunks of all palms shall be removed/pruned such that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk.

Vendor shall be responsible for all current and future trees planted.

N. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. As Needed Tasks

Items such as the following may be required above and beyond routine tasks: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

P. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

Q. Storm Damage

Vendor shall correct and repair all storm damage incurred throughout the year by trees, shrubs, mud on sidewalks/gutters/etc.

R. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

S. Inspections

Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon date and time.

T. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

U. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.

V. Daily Work Tickets

Vendor shall provide copies of daily work tickets to respective locations after location has been serviced. Daily tickets should include: number of crew on site, time spent on site, tasks performed. Method of delivery work ticket will be at the discretion of each City site representative, options include but are not limited to email or physical delivery by vendor upon exiting the site.

12.0 GENERAL REQUIREMENTS

12.1 Supervision

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or

lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

12.2 Staffing

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

12.3 Employee Conduct

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).
8. Have access to City buildings, including restrooms, with the exception to sign in and out as required by the site.
9. Take extended breaks while at City facilities

12.4 Employee Removal

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

12.5 Employee Appearance and Identification

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Vendor personnel are required to wear proper personal protective equipment (PPE) at all sites. This includes but is not limited to, high visibility shirt or vest, safety glasses, safety toed shoes, and ear protection.

12.6 Quality Control Program

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

12.7 Employment Practices

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

12.8 Property Damages

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

12.9 Quantity

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.

12.10 Labor Strike

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

12.11 Invoicing

Separate invoices shall be provided for each operation. Each invoice shall include the following:

- Days and dates of services

- Number of employees including employee title
- Employee rate per hour
- Equipment rate cost for each site per visit
- Copies of daily work tickets for each site

Nine (9) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Stations Nos. 2, 3, 4 and 5
2. Water Operations – Vacant Lot located at 167 S. Hayes Avenue
3. Recycled Water Operations – Advanced Water Purification Facility
4. Wastewater Operations – Wastewater Treatment Plant
5. Environmental Resources – Del Norte Regional Recycling and Transfer Station
6. Environmental Resources – Vacant Dirt Lot on corner of Del Norte and Fifth Street
7. Oxnard Transit Center
8. Oxnard Police Department Sturgis Annex
9. Oxnard Police Department Headquarters

ATTACHMENT A COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the all sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Scheduled Landscape Maintenance

LOCATION	ADDRESS	FREQUENCY	SECTIONS*	Cost	
1. Water Campus	251 S. Hayes Ave	Bi-Weekly**	A B C E H K M N O P Q R S T U V	\$1,090.00	
2. Water Division Vacant Lot	167 S. Hayes Ave	On-call/As needed	Section I only	\$430.00	
3. Wastewater Treatment Plant	6001 Perkins Rd	Pricing needed for Once per week and Three times per week	A B C D E F H J K L M N O P Q R S T U V	Once per Week	Three times per week
				\$2,970.00	\$5,225.00
4. Advanced Water Purification Facility (AWPF)	5700 Perkins Rd	Bi-Weekly**	A B C D E F H J K L M N O P Q R S T U V	\$890.00	
5. Blending Station No. 2	1061 Richmond Ave	Once a month	A F H O S T V	\$110.00	
6. Blending Station No. 3	1700 Solar Dr	Bi-Weekly**	A B C F H K M N O P Q R S T U V	\$775.00	
7. Blending Station No. 4	3637 N. Rose Ave	Once a month	A B C F H K M N O P Q R S T U V	\$250.00	
8. Blending Station No. 5	980 E. Pleasant Valley Rd	Bi-Weekly**	A B C F H K M N O P Q R S T U V	\$290.00	
9. Oxnard Police Dept. Sturgis Annex	3001 Sturgis Rd	Pricing needed for Bi-Weekly** and Monthly	A B C D E F G H J K L M N O P Q R S T U V	Bi-weekly**	Monthly
				\$355.00	\$225.00
10. Oxnard Police Dept. Headquarters	251 S. C St	Pricing needed for Bi-Weekly** and Monthly	A B C D E F G H I J K L M N O P Q R S T U V	Bi-weekly**	Monthly
				\$1,060.00	\$870.00
11. Oxnard Transit Center (OTC)	201 E. Fourth St	Twice per week (one day focused on litter removal and second day focused on landscaping and litter removal)	A B C D E F G H J K L M N O P Q R S T U V	\$2,970.00	
12. Del Norte Recycling & Transfer Station	111 Del Norte Bl	Once a week	A B C D E F G H J K L M N O P Q R S T U V	\$2,570.00	



City of Oxnard
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13. Vacant Dirt Lot	Del Norte/Fifth St	On-call/As needed	Section I only	\$ 1,925.00
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***For Sections column above, please refer to 11.0 Scope of Services beginning on page 9**

****Bi-Weekly is defined as occurring once during a two week period**

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>HA 2/22/21</u>	#03	<u>HA 2/22/21</u>
#02	<u>HA 2/22/21</u>	#04	<u>HA 2/22/21</u>

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.



City of Oxnard
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ATTACHMENT B
COMPANY INFORMATION

Name of Company: The Groundskeeper, Inc.

Address: P.O. Box 3402, Camarillo, CA 93011

Service to provide: Landscape Maintenance

Main Point of Contact: Harry Avedissian

Fed Tax ID: 77-0406177

City Tax ID: 21-00014124

E-mail: info@groundskeepervc.com Phone: 805-620-0995

6001 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

6002 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Position Title
- b. Current Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE:	Please see below
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BIDDER'S RESPONSE:	Please see below
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BIDDER'S RESPONSE:	Please see below
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BIDDER'S RESPONSE:	Please see below
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BIDDER'S RESPONSE: Please see below

BIDDER'S RESPONSE: Please see below

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

THE GROUNDSKEEPER, INC.
QUALIFICATIONS OF LEAD PERSONNEL AND SUPPORTING PERSONNEL

Harry Avedissian – Owner
License#89713

DPR-QAC

Harry Avedissian is the owner and operator of The Groundskeeper, Inc. a full-service landscape maintenance company. Formed in 1985 in Ventura, California, the company has been in operation for 36 years. The vision of the organization is to provide professional landscape maintenance based around personal customer relations. During these many years in service, The Groundskeeper, Inc. has provided the highest level of satisfaction to customers throughout Ventura County.

President Harry Avedissian has 38 years of landscape maintenance experience. With his leadership and extensive work experience, in addition to being a former educator, he has developed the expertise necessary to direct the business and to manage large properties.

The Groundskeeper has and does provide large scale landscape maintenance services. One of our service contracts has included Oxnard Union High School, which required regular mowing for all of their high school sites. We also provide ongoing services to Ventura County School facilities, Pleasant Valley School District, and large commercial and industrial facilities throughout Ventura County. We are a locally owned and operated business.

Contractors State License Board- License #729273

Baltazar Maldonado – Operations Foreman
License#122739

DPR-QAC

Balta Maldonado has been our foreman these past 36 years. Having acquired horticulture training initially in the nursery industry doing propagation, maintenance, and pest control work. As our foreman/supervisor, he has taken multiple landscape maintenance, installation, and irrigation courses. He is well versed in all aspects of landscape installation, maintenance and overall landscape care. He has the management skills to oversee daily operations. He holds a pest control license and has extensive landscape irrigation training and expertise.

Luis Rosete - Irrigation Technician

Luis Rosete has been employed in the landscape maintenance field for the past 15 years. He has extensive experience in all irrigation matters from time clock installation to sprinkler repairs. He has been employed with us for the past 12 years.



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Francisco Pelayo – Irrigation Technician

Francisco Pelayo has received his irrigation technician certificate from Camrose Water Training Program. He has been in the landscape maintenance and irrigation field for the past 20 years.

Jesus Rios – Landscape Foreman

DPR-QAC

License#122761

Jesus Rios oversees our landscape installation operations. He has been working in the landscape field for the past 10 years. He holds a pest control license and oversees our pest control program and our safety program. He is bilingual.

CERTIFICATIONS

I, Harry Avedissian/ President, a duly authorized agent of The Groundskeeper, Inc.

Printed Name of Agent/Officer

Name of Organization

hereby certify that The Groundskeeper, Inc. by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:

Date: 2/26/2021

Title of Agent/Officer: Harry Avedissian/ President

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

ATTACHMENT C REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Ventura County Office of Education
Address:	5189 Verdugo Way, Camarillo, CA 93012
Contact person:	Robert Jimenez
Email address:	rjimenez@vcoe.org
Telephone address:	805-437-1482
Project name:	VCOE Grounds Service Bid No. GRD-19/20.4G
Dates worked performed:	Continuing Service
Summary of scope of services:	Please see Attachment
Project cost:	\$369,000 3 year term

Reference 2	
Company name:	BMW
Address:	5900 & 5650 Arcturus, Camarillo CA 93012
Contact person:	Christopher Smith
Email address:	ChristopherM.Smith@am.jll.com
Telephone address:	805-319-0875
Project name:	Landscape Maintenance
Dates worked performed:	Continuing Service
Summary of scope of services:	Please see Attachment
Project cost:	\$93,165 3 year term

Reference 3	
Company name:	Costco
Address:	2001 E Ventura Blvd, Oxnard CA 93036
Contact person:	Rudy Garcia



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Email address:	w420mgr@costco.com
Telephone address:	805-983-4200
Project name:	Landscape Maintenance
Dates worked performed:	Continuing Service
Summary of scope of services:	Please See Attachment
Project cost:	\$22,790 annually

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2019

City of Oxnard – Water Operations, Environmental Resources, Recycled Water Operations

Landscape maintenance

\$397,295

111 South Del Norte, Oxnard

5700 So. Perkins Road, Oxnard

305 W. 3rd Street, Oxnard

Contact Name: Regina Cuevas

Phone Number: 805-200-2058

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: CONTRACT TERMS

1. Monthly invoicing.
2. Payment terms shall be 30 days net.
3. Either party shall have the right to terminate this contract upon thirty (30) day written notice.



ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X _____

1. If so, explain the circumstances:



ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Harry Avedissian
depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)
of The Groundskeeper, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

2/26/2021

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 28522

Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

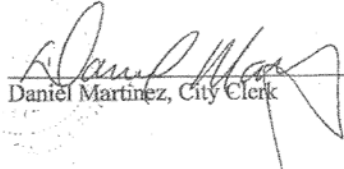
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

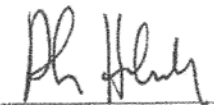
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney



City of Oxnard
Purchasing Department

Solicitation 21-56
Bid Close Date: 02/26/20

ATTACHMENT F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: The Groundskeeper, Inc.

Physical Address: 2861 Sherwin Ave. Ventura CA 93003

Phone: 805-620-0995

E-Mail: info@groundskeepervc.com

Date Principal Business Address Established: July 1986

No. of Company Employees at this address: 35

If less than 36 months, list previous City of Oxnard location:

City Business License No.: 21-00014124

Taxpayer Identification No. (TIN): 77-0406177

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): Landscape Maintenance Service/ Grounds Services

2/26/2021

Signature of Company Official

Date

Harry Avedissian, President

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

THE GROUNDSKEEPER, INC.
QUALIFICATIONS OF LEAD PERSONNEL AND SUPPORTING PERSONNEL

Harry Avedissian – Owner
License#89713

DPR-QAC

Harry Avedissian is the owner and operator of The Groundskeeper, Inc. a full-service landscape maintenance company. Formed in 1985 in Ventura, California, the company has been in operation for 36 years. The vision of the organization is to provide professional landscape maintenance based around personal customer relations. During these many years in service, The Groundskeeper, Inc. has provided the highest level of satisfaction to customers throughout Ventura County.

President Harry Avedissian has 38 years of landscape maintenance experience. With his leadership and extensive work experience, in addition to being a former educator, he has developed the expertise necessary to direct the business and to manage large properties.

The Groundskeeper has and does provide large scale landscape maintenance services. One of our service contracts has included Oxnard Union High School, which required regular mowing for all of their high school sites. We also provide ongoing services to Ventura County School facilities, Pleasant Valley School District, and large commercial and industrial facilities throughout Ventura County. We are a locally owned and operated business.

Contractors State License Board- License #729273

Baltazar Maldonado – Operations Foreman
License#122739

DPR-QAC

Balta Maldonado has been our foreman these past 36 years. Having acquired horticulture training initially in the nursery industry doing propagation, maintenance, and pest control work. As our foreman/supervisor, he has taken multiple landscape maintenance, installation, and irrigation courses. He is well versed in all aspects of landscape installation, maintenance and overall landscape care. He has the management skills to oversee daily operations. He holds a pest control license and has extensive landscape irrigation training and expertise.

Luis Rosete - Irrigation Technician

Luis Rosete has been employed in the landscape maintenance field for the past 15 years. He has extensive experience in all irrigation matters from time clock installation to sprinkler repairs. He has been employed with us for the past 12 years.

Francisco Pelayo – Irrigation Technician

Francisco Pelayo has received his irrigation technician certificate from Camrose Water Training Program. He has been in the landscape maintenance and irrigation field for the past 20 years.



Jesus Rios – Landscape Foreman

DPR-QAC

License#122761

Jesus Rios oversees our landscape installation operations. He has been working in the landscape field for the past 10 years. He holds a pest control license and oversees our pest control program and our safety program. He is bilingual.

Organizational Chart

The Groundskeeper, Inc. strives to develop an organization that prides itself on providing quality commercial and industrial landscape services. In doing so, the company seeks to build the individual character of each employee, thus allowing for the best professional landscape service possible.

Management Team

The Groundskeeper, Inc.'s management team consist of the following:

- 10. President Harry Avedissian
- 11. Vice President.....Marci Avedissian
- 12. TreasurerHarry Avedissian
- 13. Foreman Operations.....Baltazar Maldonado
- 14. Account Manager..... Harry Avedissian
- 15. Irrigation Foremen.....Francisco Pelayo/ Luis Rosete
- 16. Mechanic/ Equipment Technician..... Noe Preciado
- 17. Bookkeeper and Office Administrator..... Tana Seufert
- 18. Administrative Assistant.....Carla Mena

The Groundskeeper, Inc. was started by Harry Avedissian in July 1985. Previously a partner with Commercial Grounds Maintenance, a larger landscape maintenance firm form 1981-1985. The Groundskeeper, In. was incorporated in July, 1994. With 36 years of experience in landscape service business, Harry Avedissian is currently the President.

PRESIDENT/TREASURER'S RESPONSIBILITIES:

- Seeing that there is adequate funds/budgeting.
- Seeing existing customers and marketing new business.
- Making decisions concerning equipment purchases and supplies.
- Future planning and organization.

FOREMAN OPERATIONS: BALTAZAR MALDONADO

Having acquired skills in horticulture from working in a nursery that grew and



cared for roses for seven years, Baltazar Maldonado, understands care and maintenance of plants. As the foreman of The Groundskeeper, Inc. these past 36 years, he has developed the necessary knowledge and experience in the proper operations of a landscape maintenance business. He is capable to install irrigation systems, plant large trees and equipment operations and care. Baltazar has taken courses in management skills, small engine repairs and irrigation installation and care.

SUPERVISOR'S RESPONSIBILITIES:

Supervises daily field performance of the crews.
Quality control and set-up the crews routes.
Irrigation repairs and minor equipment repair.



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

DATE: June 15, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: First Amendment to Agreement A-8221 with Big Truck Rental, LLC for Rental of Refuse Collection Trucks for the Environmental Resources Division.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to Rental Agreement A-8221 with Big Truck Rental, LLC, in the amount of \$621,600 for a new total not to exceed \$1,243,200, and to extend the term to June 30, 2022, for the rental of refuse collection trucks.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

On June 30, 2020, Council approved Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) for the rental of seven (7) Compressed Natural Gas (CNG) commercial refuse collection trucks for the Environmental Resources Division (ER) in Public Works. On October 20, 2020, Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR). The short term rental of these vehicles allows for uninterrupted daily collection services to Oxnard businesses and multi-family units while the City waits for delivery of nine (9) lease-purchased CNG commercial collection vehicles approved by Council on March 2, 2021.

DISCUSSION

Subsequent to Council approval to lease-purchase nine (9) CNG commercial collection vehicles on March 2, 2021, a purchase order was generated and the vehicles were ordered. It is estimated that delivery of the nine (9) lease-purchased vehicles will take approximately nine (9) to eleven (11) months. In order to continue uninterrupted daily collection services to Oxnard businesses and multi-family units, ER will need to continue renting the seven (7) CNG vehicles through Agreement A-8221 with BTR.

The monthly rental cost per truck is \$7,400 and the total monthly rental cost for seven (7) CNG vehicles is \$51,800. Staff recommends executing the First Amendment to Agreement No. A-8221 with BTR by extending an additional 12 months and therefore increasing the agreement value by \$621,600 to a new total of \$1,243,200 and extending the term to June 30, 2022.

Delivery of the new lease-purchase CNG commercial collection trucks is estimated to start by December 31, 2021. The extended rental period through June 30, 2022, allows for uninterrupted collection services to continue until all of the nine (9) new lease-purchase commercial collection trucks arrive and are incorporated into the fleet. The Agreement allows return of the rental commercial collection trucks on a staggered schedule, without penalty from BTR, as the new lease-purchase CNG commercial collection trucks are delivered to the City and put into operation.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this Amendment with BTR is \$621,600 for a new total agreement value of \$1,243,200 and a new term date through June 30, 2022. Funding will be requested in the Environmental Resources Fund (631-6308-846-8321) in the Proposed Budget for FY 2021-22.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 25, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. First Amendment BTR A-8221
2. Agreement No. A-8221
3. Assignment and Assumption to A-8221

FIRST AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

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

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

NOW THEREFORE, City and BTR agree as follows:

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

[Signatures on next page]

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

CITY OF OXNARD

BIG TRUCK RENTAL, LLC

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

Scott Smith,
Director of Municipal Sales

Date

Eric Voss,
Vice President, Sales

Date

ATTEST:

Rose Chaparro, City Clerk
(only if Mayor signs)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City
Attorney (always required)

Date

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

MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

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

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



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

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

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

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

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

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

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

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

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

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

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

15) **TERMINATION and DEFAULT.**

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

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

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

16) Hold Harmless, Defense and Indemnity.

- a) To the fullest extent permitted by law, Amrep shall immediately defend, indemnify, and hold harmless Customer, its legislative and advisory bodies, and the Customer's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Amrep's performance of this Agreement or Amrep's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Amrep's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 16 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.
- b) The duty to defend is a separate and distinct obligation from Amrep's duty to indemnify. Amrep shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the Customer Attorney immediately upon tender to Amrep of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Amrep from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Amrep asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Amrep may submit a claim to Customer for reimbursement of reasonable attorneys' fees and defense costs.
- c) The review, acceptance or approval of Amrep's work or work product by any of the Indemnitees shall not affect, relieve or reduce Amrep's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.
- d) Amrep warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the Customer has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Amrep shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that Customer's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Amrep shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the Customer is held to constitute an infringement and the use of any of the same is enjoined, Amrep, at its own expense, shall: secure for Customer the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Customer; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

- e) Amrep is and shall at all times remain, as to Customer, a wholly independent contractor. Neither Customer nor any of its employees or agents shall have control over the conduct of Amrep or any of its employees, except as stated in this Agreement. Amrep has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Amrep, and it is free to dispose of all portions of its time which it is not obligated to devote to Customer in such a manner and to such persons, firms, or corporations as Amrep wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Amrep from rendering any services for Amrep's own account or to any other person or entity as Amrep in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Amrep shall perform for the Customer. Except as Customer's Project Manager specifies in writing, Amrep and its employees and agents have no authority, express or implied, to act on behalf of Customer in any capacity, to incur any debt, obligation or liability on behalf of Customer, bind Customer in any manner, or otherwise act on behalf of Customer as an agent. Amrep and its employees are not employees of Customer. Amrep and its employees are not entitled to receive from Customer any of the benefits or rights afforded employees of Customer, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Amrep shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Customer. Amrep agrees to pay all required taxes on amounts paid to Amrep under this Agreement, and to indemnify and hold Customer harmless from any and all taxes, assessments, penalties, and interest asserted against Customer by reason of the independent contractor relationship created by this Agreement. Amrep shall be solely responsible for, and shall save Customer harmless from, all matters relating to the payment of Amrep's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. Customer shall have the right to offset against the amount of any compensation due to Amrep under this Agreement any amount due to Customer from Amrep as a result of its failure to promptly pay to Customer any reimbursement or indemnification arising under this Section.
- f) Amrep shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Amrep shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

17) **RETURN OF EQUIPMENT.**

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

18) **MISCELLANEOUS.**

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

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

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

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

CUSTOMER: City of Oxnard

By: Tim Flynn

Name: Tim Flynn

Title: Mayor

Date: 6/16/20

AMREP MANUFACTURING COMPANY, LLC

By: _____

Name: Eric L. Mattson

Title: President

Date: _____

APPROVED AS TO FORM:

Stephen M. Fischer

Stephen M. Fischer
City Attorney

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

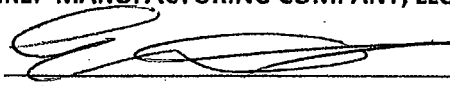
- n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority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

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

CUSTOMER: _____

AMREP MANUFACTURING COMPANY, LLC

By: _____

By: 

Name: _____

Name: Eric L. Mattson

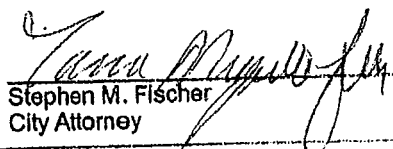
Title: _____

Title: President

Date: _____

Date: 6/1/2020

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney

SCHEDULE A

AMREP FRONT LOADER REFUSE TRUCKS

EQUIPMENT DESCRIPTION:

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

CONTINUE FOR ADDITIONAL EQUIPMENT

SCHEDULE B

LIMITED WARRANTY

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

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

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

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

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

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

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

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

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

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

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

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

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

LIMITED WARRANTY PERIODS

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

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

PROPOSAL

30732 Rental

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

DESCRIPTION OF RENTAL EQUIPMENT BODY & CHASSIS

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

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

Full Packer Blade

Fixed Side Pocket Forks

Modular Electrical System With Packer Computer and Display

"Plug & Socket" Weather Resistant Harness System

LED Lighting Package With Mid Body Turn Signals

Inside & Outside Air Controls

Body Service Hoist

Broom & Shovel Mounted On Body Shell

20# Fire Extinguisher Mounted On Tandem Fender

Rear Strobe Mounted At Lower Door

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

Paccar MX-11 Allison 4500 RDS Transmission

315/80R 22.5 20 Ply M870 x 10 each

ALCOA 89U637 22.5X9.00 x 10 each

MIRRORS SSTL EACH SIDE HTD & MTRZD P 7-

MIRROR BRKT; INCLUDES DUAL DOOR STOPS

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

Radio Running lights Standard & Ecco back up alarm

AWTI TAILGATE CAMERA, 5 GALLON SPILL KIT

Steel Tool Box Peterson Strobe 6 light package

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

Out Of State Deliveries Must Be Performed By Common Carrier

MONTHLY SUB TOTAL	\$51,800.00
TAXES TBD	\$

Proposal Valid For 30 Days From Date For Acceptance And

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

	\$0.00
Freight	No Charge
TOTAL	

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

x Padilla
California Secretary of State

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

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

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

IMPORTANT NOTICE REGARDING ONLINE FILING

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

[Modify Search](#)[New Search](#)[Back to Search Results](#)

**CITY FINANCIALS**
Checkbook Explorer
BY THE NUMBERS

Developers

Help



Data

Business Data

based on [Business Data](#)

Businesses with a current Business Tax Certificate

[More Views](#)[Filter](#)[Visualize](#)[Export](#)[Discuss](#)[Embed](#)[About](#)

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



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

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

Definition

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

WRITTEN JUSTIFICATION

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

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



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single (NSS Form)

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

5. Identify all costs for this requested purchase:

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

6. Period of Performance:

From: July 2020	To: June 2021	Or One-Time Purchase	
------------------------	----------------------	----------------------	--

I HEREBY CERTIFY THAT:

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

Department: **Public Works – ER**

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

Please print

Authorized **Department Director** or designee:

Please print/sign name

Date:

Below to be processed by Purchasing:

☐

Approved or

☐

Denied

Notes:

Purchasing Buyer:

/ N/A

Under \$25,000

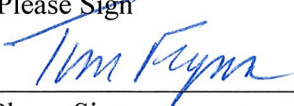
Please Sign

Date:



Purchasing Department
Purchasing Procedure

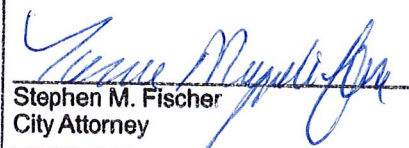
Negotiated Contract
Sole/Single (NSS Form)

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

Tracking number assigned by the Purchasing Department only.

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



Stephen M. Fischer
City Attorney

Assignment and Assumption

This Assignment and Assumption of the Master Equipment Lease/Rental Agreement ("Assignment"), dated as of ~~September~~ ^{OCTOBER} 20, 2020 (the "Effective Date"), is entered into among Amrep Manufacturing Company, LLC ("Amrep" or "Assignor") and Big Truck Rental, LLC ("BTR" or "Assignee") and the City of Oxnard ("Oxnard") (collectively, Assignor, Assignee and Oxnard are referred to as the "Parties").

WHEREAS, Oxnard and Assignor are parties to that certain Master Equipment Lease/Rental Agreement dated as of June 16, 2020 (the "Agreement"); and

WHEREAS, Assignor wishes to assign the Agreement to Assignee as of the Effective Date on the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used herein without definition shall have the definitions ascribed to them in the Agreement.
2. In accordance with Section 16.f. of the Agreement, Assignor hereby assigns the Agreement to Assignee, and Oxnard approves of such assignment. From and after the Effective Date, Assignee assumes all rights, duties and obligations of Assignor under the Agreement. Assignee agrees to be bound by and to perform the obligations under the Agreement. All references in the Agreement to Amrep shall be deemed to refer to Assignee.
3. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.
4. Any notice to Assignee pursuant to Section 18.a of the Agreement shall be sent to at the following address:

Big Truck Rental
5001 W Lemon St.
Tampa, FL 33609
 Attention: Zach Martin

5. Other than terms contained herein, the Agreement shall remain in full force and effect.

6. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
7. This Assignment may be executed in one or more counterparts by scanned or facsimile signature, all of which taken together shall be deemed to constitute one and the same instrument.
8. This Assignment and the obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law principles that may require the application of any other laws.

[Signature Page Follows]

WITNESS, the Parties have caused their authorized representatives to execute this Assignment as of the date first above written.

CITY OF OXNARD

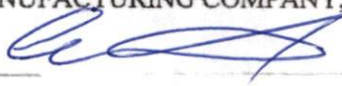
By: 
Name: Dan Willhite
Title: Purchasing Manager

Date: 10/20/2020

APPROVED AS TO FORM:

 10/15/20
Stephen M. Fischer, City Date
Attorney (always required)

AMREP MANUFACTURING COMPANY, LLC.¹

By: 
Name: Eric Mattson
Title: President

Date: 10/20/20

AMREP MANUFACTURING COMPANY, LLC.

By: 
Name: Richard S. Scott
Title: General Counsel

Date: 10/20/20

¹ City of Oxnard agreement signature policy – For any Limited Liability Company (LLC), the signatures of two (2) LLC managers are required. These managers must be in the capacity of LLC owner/manager or company director. The signatures of middle and lower management are invalid.

BIG TRUCK RENTAL, LLC.²

By: [Signature]

Date: 10/20/2020

Name: Scott Smith

Title: Director of Municipal Sales

BIG TRUCK RENTAL, LLC

By: [Signature]

Date: 10.20.2020

Name: Eric Voss

Title: Vice President, Sales

² Ibid.



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.1

DATE: June 15, 2021

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: 2021 Annual Action Plan Community Development Block Grant, HOME Investment Partnerships, and Hearth Emergency Solutions Grant Funding Recommendations. (10/10/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments regarding the Plan Year 2021 Annual Action Plan draft document with funding recommendations for the second year of the 2020-2024 Ventura County Regional Consolidated Plan;
 2. Approve the 2021 Annual Action Plan with final recommended use of funds for selected activities that conform with City of Oxnard consolidated plan goals as defined in the Ventura County Regional Consolidated Plan for the three entitlement grants, Community Development Block Grant, Home Investments Partnership grant and the Emergency Solutions Grant to be submitted to the United States Department of Housing and Urban Development, as prescribed;
 3. Authorize the City Manager to incorporate any recommended changes to the Annual Action Plan as directed by the City Council, including amending any budget appropriations approved by the City Council;
 4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the Annual Action Plan to the United States Department of Housing and Urban Development, Office of Community Planning and Development; and
 5. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the Annual Action Plan including sub-recipients, interdepartmental, and intradepartmental agreements.
- (Community Services, Public Safety, Housing & Development Committee approved 2-0 on May 25, 2021.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/81f9zyNFwG4>

BACKGROUND

The City of Oxnard receives formula grant funding, also known as entitlement grant funding, from the United States Department of Housing and Urban Development, Community Planning and Development grants for Community Development Block Grant, HOME Investment Partnerships Act and Emergency Solutions Grant every year. To receive these entitlement grants for the Plan Year 2021, beginning on July 1, 2021, the City of Oxnard must prepare, submit, and receive approval of an annual action plan before entitlement grant funds are disbursed for the Plan Year 2021. The local procedures to approve these documents are set forth in the Citizen Participation Plan.

DISCUSSION

HUD's Formula Grant Programs

Community Development Block Grant provides funding for neighborhood park improvements, alley and street improvements, various City facility improvements, homeownership assistance, owner-occupied mobile home replacements, housing rehabilitation and public service activities that benefit low- and moderate-income residents.

HOME funding has provided low- and moderate-income families with down payment assistance, allowing them to become first-time home- owners, and has provided funding for the rehabilitation of single family and mobile home units. Also, HOME funds have also been used for the construction of new for sale or rental affordable housing units, through partnerships with several Community Housing Development Organizations, such as Many Mansions, Cabrillo Economic Development Corporation, and Habitat for Humanity of Ventura County.

Hearth Emergency Solutions Grant funding has provided funding for homeless prevention, rapid re-housing, essential services and the operation of emergency and transitional homeless shelters.

Second Year Annual Action Plan

This is the Second Year Annual Action Plan of the five (5) year Regional Consolidated Plan. Each year the City must submit an Annual Action Plan, which serves as an application for its three entitlements grant programs. The U.S. Department of Housing & Urban Development requires that Grantees provide opportunities for the public to participate in the development of the Annual Action Plans. The plans must provide a summary of the citizen participation efforts made, including efforts to broaden public participation, a summary of citizen comments or views on the plans, and a written explanation of comments not accepted and the reasons why these comments were not accepted.

A Notice of Funding Availability was issued by staff in February 2021, to announce availability of Entitlement Grants funds for Plan Year 2021. Applications were received through March 12, 2021. On March 1, 2021, the Housing Department, Grants Management held the first administrative public hearing on the 2021 Annual Action Plan to obtain public input on unmet needs of low- and moderate- income persons in the areas of housing, community development and homelessness. Also, workshops were held to receive public input, training and to provide information of the availability of grant funding for eligible programs.

To ensure community involvement and transparency in the application review process, annually, a grant application review panel is convened to review and rate the applications. However, due to the current Coronavirus pandemic timing has paralleled the 2021 Annual Action Plan process; due to the Stay At Home Order and social distancing protocol in place, the training of applicants and reviewing the applications were conducted by virtual meetings. The program selection procedure was modified to accommodate the state and local Coronavirus protocols that were imposed as a result of the pandemic. The procedure that ensued was that staff evaluated grant applications and management arrived at the funding recommendations. Input was sought from other departments to determine if consolidation plan goals could be achieved by City staff. The funding recommendations incorporate several City programs to achieve those goals. The list of funding recommendations was considered for program eligibility, compatibility with consolidated plan goals and program selection that will benefit low- and moderate- income residents of the City of Oxnard.

In accordance with the City's Citizen Participation Plan, the second public hearing is scheduled for June 15, 2021. This public meeting will provide further opportunity for the City Council and the public to consider the funding recommendations and to receive public comments for the 2021 Annual Action Plan. The Plan Year 2021 Annual Action Plan was made available to the public for a 30-day review period beginning May 13, 2021 and ending on June 15, 2021. Notice of the Public Hearing date were published in the VIDA Newspaper on May 13, 2021 in Spanish and English. The Annual Action Plan is available electronically on the City's website.

The total grant allocations for Fiscal Year 2021-2022 is \$3,500,123. In addition, Program Income contribute to the FY 2021-22 Available Resources and Prior Year Resources for the City of Oxnard Plan Year 2021. Those resources bring the combined total to \$3,900,123. Staff adjusted the funding recommendations by including actual HUD allocations as announced on February 25, 2021, estimated program income and grant funding cap requirements, and prior year resources. Consequently, expected resources in Plan Year 2021 include:

1. Community Development Block Grant (CDBG) \$2,815,741
2. HOME Investment Partnerships Program (HOME) \$864,831
3. Hearth Emergency Solutions Grant (HESG) \$219,551.

HESG funding is available to support homeless programs such as shelter operations, street outreach, homeless prevention, rapid re-housing, totaling \$219,551.

Total HOME funding available from the 2021 AAP is \$864,831. These funds are available for improving and/ or increasing housing stock in City of Oxnard and are recommended primarily to provide gap financing for affordable housing projects.

The complete list of the funding recommendations is included in Attachment 2: "2021 Annual Action Plan Funding Recommendation".

CONCLUSION

The draft 2021 Annual Action Plan has been posted for public review, and the June 15, 2021 public hearing is for the purpose of providing members of the public with the opportunity to comment. The full reports are accessible at City of Oxnard Housing Department, Grants Management website: <https://www.oxnard.org/city-department/housing/grants-management>.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The 2021 Annual Action Plan outlines how the City plans to allocate its three entitlement grant programs, CDBG, HOME, and HESG, for the FY 2021-22 budget. This includes the 2021 HUD grant allocations of \$2,515,741 in CDBG, \$864,831 for HOME, and \$219,551 for HESG. FY 2021-22 program income is estimated at \$100,000 for CDBG program and \$100,000 for HOME program and CDBG prior year resources of \$200,000. The grand total of available resources is estimated at \$3,900,123.

There is not a negative impact on the General Fund.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on May 25, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. 2021 Annual Action Plan Draft

2. 2021 Annual Action Plan Funding Recommendations
3. 2021 Grant Presentation

City of Oxnard

2021 Annual Action Plan

DRAFT

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Oxnard is within Ventura County, California, located northwest of Los Angeles and southwest of Santa Barbara. Oxnard is the largest city in the county with the population of 208,881, according to the United States Census Bureau population estimates in 2019. The regulations of the United States Department of Housing and Urban Development (HUD) require that an Annual Action Plan (AAP) be submitted for each plan year within an agency's Consolidated Plan.

The City of Oxnard (City) joined the Ventura County Regional Consolidated Plan (Regional ConPlan) is a five year plan document covering five plan years from 2020-2024. The Ventura County Regional Consolidated Plan is a collaborative document between all incorporated cities and the unincorporated areas of Ventura County, California. Collaborating in the development of the Regional Consolidated Plan are the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, San Buenaventura (City of Ventura), Simi Valley, and Thousand Oaks. The Regional ConPlan document is to comply with the HUD requirement to submit the City of Oxnard's Annual Action Plan for plan year 2021.

In the Regional ConPlan, the priorities that need to be addressed for community development and housing needs of the City of Oxnard are identified. The AAP's annually identify the resources available to address those needs identified in the Regional ConPlan, describe the activities that will be undertaken designed to meet the annual goals and objectives that relate to the identified needs as determined in the Regional ConPlan, describe the geographic areas targeted for assistance, include the Citizen Participation Plan, and set the basis for performance monitoring whereby results are measured as goals accomplished and outcome indicators.

Goals and objectives of the community needs identified in the Regional ConPlan will be accomplished by activities specified by the City's AAPs. With the 2021 AAP, the City will implement activities that continue to strive to derive positive outcomes that were set forth as goals for the Regional ConPlan period, Plan Year 2021. The current AAP will cover the period of July 1, 2021 to June 30, 2022 (plan year 2021). Herein are described the expected federal, state and local resources, the priorities and specific objectives the City desires to achieve, and the activities that will be undertaken throughout the 2021 plan year.

In recent years, the City's allocation of entitlement grant funds from HUD has either increased or remained relatively unchanged but this year's allocation slightly decreased. The Plan year 2021 allocations are; Community Development Block Grant (CDBG) \$2,515,741 a decrease of 2.3%, HOME

Investment Partnerships (HOME), \$764,831 a decrease of 1.4% and Hearth Emergency Solutions Grant (HESG), \$219,551 a decrease of 0.7%. Total HUD entitlement grant funds decreased by 4.4%, to \$3,500,123.

The City's goals, as identified in the Regional ConPlan, can be found throughout this AAP, and are designed to principally serve extremely-low, low-, and moderate-income residents by addressing the following:

- Improve the Supply of Affordable Housing
- Enhance Economic Stability
- Increase Social Services
- Work to End Homelessness
- Create Quality Neighborhoods
- Effective Administration

The AAP describes the resources expected to be available in the coming program year from federal, state, local and private sources, and also includes a description of the activities that will be undertaken to meet the specific objectives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City is being guided by HUD's Office of Community Planning Development Outcome Performance Measurement System to address the high priority needs stated in its Regional ConPlan. When funding an activity, the City determines which of three HUD objectives best describes the purpose of the activity. The three objectives are:

- Suitable Living Environment (SL) - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Decent Housing (DH) - The activities that typically would be found under this objective are designed to cover the wide range of housing programs possible under HOME, CDBG or HESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- Creating Economic Opportunities (EO) - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Once the objective for the activity is identified, the City determines which of the three HUD outcome categories best reflects what the City seeks to achieve by funding the activity. The three outcome categories are:

- **Availability/Accessibility** - This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basis of daily living available and accessible to LMI people in the area in which they live.
- **Affordability** - This outcome category applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as day care.
- **Sustainability - Promoting Livable or Viable Communities.** This outcome applies to projects where the activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to LMI persons or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City combines the information reported to HUD in the FY 2019-20 Consolidated Annual Performance and Evaluation Report (CAPER) and the directives from HUD in the determination and recommendation of the FY 2021-22 AAP proposed projects.

The three major program areas underlining CDBG, HESG and HOME entitlement grants, such as (1) Decent and Affordable Housing, (2) Suitable Living Environment, and (3) Economic Opportunities, coupled with the Continuum of Care (CoC) of Homelessness have received a high priority in the 2020-24 Regional ConPlan. The goals and accomplishments for Plan year 2021 are summarized in the attached table.

The FY 2021-22 AAP is the second year of implementing the Regional ConPlan. Accomplishments achieved during the program year (PY) 2019 (July 1, 2019 through June 30, 2020) were evaluated in detail in the PY 2019 CAPER. The CAPER was completed and submitted to HUD on December 26, 2020. Due to the Public Health Order response to COVID-19, the annual goals were difficult to meet at the end of the 3rd Quarter and 4th Quarter in FY 2019-20. Stay at Home orders were issued and activities were reduced significantly or halted in order to meet the health and safety of recipients. Therefore,

subrecipient were unable to meet their performance goals in FY 2019-20.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As part of the AAP development, the City staff scheduled two public hearings: (1) March 1, 2021 and (2) June 15, 2021:

The Administrative Public Hearing-March 1, 2021 provided the opportunity for the public to comment on unmet needs for FY 2021-22 AAP. As part of the development process of the AAP, City Staff developed a mailing list of more than 65 addresses consisting of organizations, the faith community, service providers; and cities within Ventura County were provided a copy of the public hearing in English and Spanish. The administrative public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly for a month prior to the public meeting to approximately 230 Oxnard residents. The public hearing notice was published in the Vida newspaper in English and Spanish, posted on the City website and broadcasted on the public viewing TV Channels 10/35. The public comment period started January 28, 2021 and ended on March 1, 2021. During the public comment period there were no written public comments submitted and one (1) public comment was received during the public hearing.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. Pursuant to the Governor's Executive Order N-29-20, meetings may be conducted via video conference and/or teleconference. The Administrative Public hearing was held via video conference/teleconference. City Council Chamber, 305 West Third Street, Oxnard, California was closed to the public.

Oxnard residents were encouraged to participate remotely by accessing a meeting link posted on the City's Housing Department website at oxnard.org/city-department/housing/grants-management/. Oxnard residents were encouraged to submit comments via email before 3 p.m. to grantsmanagement@oxnard.org and the comments will be provided during the meeting.

Second public hearing –June 15, 2021 is scheduled (1) to provide the opportunity to the public to comment on the projects recommended for funding for FY 2021-22 AAP; and (2) to receive recommendations and direction from the City Council regarding the FY 2021-22 AAP grant funding. As part of the development process of the AAP, City Staff developed a mailing list of more than 70 addresses consisting of organizations, the faith community, service providers; and cities within Ventura County will be provided a copy of the public hearing in English and Spanish. The public hearing notices in English and Spanish will be included in the Neighborhood News packets which were distributed weekly

for a month prior to the public meeting to approximately 230 Oxnard residents. The public hearing notice will be published in the Vida newspaper in English and Spanish, posted on the City website and broadcasted on the public viewing TV Channels 10/35. The public comment period will start May 13, 2021 and end on June 15, 2021. Public comment will be updated after the public hearing.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

First Administrative Public Hearing: March 1, 2021

During the first Public Hearing, there was (1) one oral comment submitted. In addition, no written comments were submitted during the public comment period. The comment was that help is needed for people being unjustly evicted from their rental properties and need location to have access and help to the internet.

Second Public Hearing: June 15, 2021

Comments will be updated after the public hearing

6. Summary of comments or views not accepted and the reasons for not accepting them

During the first Public Hearing, all comments were accepted. An update will occur after the second Public Hearing.

7. Summary

The City is committed to provide funds that serve the most disadvantaged residents while following HUD's directives. The City increased awareness of the Annual Action Plan's public review activities and process by providing the public notice in various ways.

The City sent notices of the public hearing to more than 65 addresses consisting of organizations, the faith community, service providers and cities within Ventura County. The public hearing notices in English and Spanish were included in the Neighborhood News packets which were distributed weekly prior to the Hearing to approximately 230 Oxnard residents and broadcasted on the public viewing TV channel 10/35.

The Public Hearings are in compliance with the Americans with Disabilities Act. If the public requires special assistance to participate in a meeting, the individual would contact the City Clerk's Office. Notice

at least 72 hours prior to the meeting will enable the City to reasonably arrange for persons accessibility to the meeting. This notation is included on all city Agenda's.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	OXNARD	Housing Department

CDBG Administrator	OXNARD	Housing Department
HOPWA Administrator		
HOME Administrator	OXNARD	Housing Department
ESG Administrator	OXNARD	Housing Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Oxnard has designated the Housing Department's Grants Management Division to develop the Annual Action Plan, the Comprehensive Annual Performance and Evaluation Report, and the Regional Consolidated Plan. The Housing Department's Grant Management Division will also act as grants management of several public and private agencies that will implement and administer programs and activities under the Plan.

Consolidated Plan Public Contact Information

City of Oxnard
Housing Department
435 South D Street Oxnard CA 93030
Phone: (805) 385-8096
E-mail: emilio.ramirez@oxnard.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Federal regulations require that a participating jurisdiction consult extensively with community service providers, other jurisdictions and other entities with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues. Staff have developed and followed a detailed schedule which provides for and encourages citizen participation emphasizing the participation of persons of low- and moderate-income.

The regional consolidated plan and the annual action plan represent a comprehensive planning effort mainly led by Housing Department-Grants Management Division staff, with involvement of (1) local government experts; (2) the social service community; (3) residents; and, (4) consultation with other local HUD entitlement communities. The following items are examples of the consultations efforts:

- Grants Management Division staff work closely with other City staff members such as: Affordable Housing and Rehabilitation; Homeless Assistance Program; Development Services; Utilities; Treasury; Oxnard Housing Authority; Community Development Services; Code Compliance; Geographical Information System; Recreation and Community Services; and Finance to ensure that careful consideration is given to the City's identified needs, and that programs and services are cost-effective and meet specific goals and objectives in order to develop and implement the Regional ConPlan and the AAP.
- City staff members in the Department and/or Divisions; Affordable Housing and Rehabilitation, Homeless Assistance Program, Development Services, Utilities, Treasury, Oxnard Housing Authority, Community Development Services, Code Compliance, Geographical Information System, Recreation and Community Services and Finance provide supportive services as needed to accomplish ConPlan development efforts.
- Housing staff during the fiscal year cycle continue to provide HUD program workshops to social service agencies and the opportunities for the residents to participate in the public hearings.
- The Housing staff finalized the City of Oxnard Analysis of Impediments to Fair Housing (AI), which is required by HUD to be submitted once every five years. In January of 2019, the City and the County of Ventura agreed to collaborate on the production of the AI, which was completed and adopted by the Oxnard City Council in May of 2020.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City consulted with the agencies/organizations while preparing the AAP, through public hearings, workshops, forum meetings, and training sessions (individuals and group discussions):

- The City of Oxnard City Council conducted two (2) public hearings, on 3/1/2021 and 6/15/2021, as prescribed in the Citizen Participation Plan.
- A community Fair Housing workshop, free to the public, was conducted by the Housing Rights Center in May of 2020, and a second Oxnard-specific seminar is scheduled for May of 2021. The HRC also provided fair housing training for Oxnard Housing Authority staff in December of 2020 and January of 2021.
- Frequent consultations with representatives of Oxnard's three certified CHDOs (Cabrillo Economic Development Corporation, Habitat for Humanity, and Many Mansions) were held throughout the year;
- Attended the regional Continuum of Care (CoC) meetings to discuss the application, homeless needs and program directions and strategies;
- Participated in an intensive workshop with the Ventura County CoC on COVID Coordinated Response Investment Planning.
- The City of Oxnard Commission on Homelessness conducted 6 meetings in 2020-21, and plans to conduct one more prior to June 30, 2021.
- The City of Oxnard has executed an agreement with Mercy House for the full time operation of the Oxnard Navigation Center, which is a 110-bed overnight shelter;
- The City of Oxnard has executed an agreement with Mercy House for the operation of a Street Outreach team to provide outreach and case management services to the unsheltered population.
- Facilitated monthly meetings bringing together service providers and the Police Department's Homeless Liaison Unit to coordinate services and planning.
- Coordinated with Ventura County to plan response and provide services to a large homeless encampment.
- Due to the COVID-19 pandemic, the Point-in-Time count of the unsheltered population did not take place. City staff participated in the discussions around that decision. The City regularly contributes information on the sheltered homeless persons count by sharing numbers of guests served by the emergency shelter.
- Requested representation for the Grants Application Review Panel from Inter Neighborhood Council Organization executive board members and Neighborhood Council chairpersons.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Ventura County Continuum of Care Alliance (CoC) is a regional consortium covering all communities in Ventura County. The CoC is a collaborative group dedicated to promoting a safe, desirable and thriving community by ending homelessness in Ventura County. The CoC is comprised of a Board of Directors and five sub committees (Homeless Management Information System (HMIS) Steering Committee, Data Performance and Evaluation, Public Information and Outreach, Coordinated Intake, and Housing Service and Coordination). Within these standing committees and the CoC body, are representatives from local housing authorities, homeless service providers, homeless health care, mental health, veterans' services, law enforcement, education, local homeless task forces, business leaders and city/county government representatives.

The coordination of housing assistance and services for homeless persons continues to be implemented through a broad range of public and private funding and service providers that reach: chronically homeless individuals and families with children, veterans, unaccompanied youth, the recently homeless and those at risk of becoming homeless. City staff participate as well on the City's Affordable Housing Team, OHA, the Homeless Committee, which is comprised of the Mayor Pro Tem and another City Council member. Other entities involved in the development of policy and implementation of the provision of services include the City Council-appointed Commission on Homelessness, regional bodies such as the Ventura County Housing and Homeless Coalition, the South Coast Collaborative Regional HMIS implementation committee, the Southern California Regional CoC Collaborative, and the Ventura County CoC Alliance. The City's Housing Department also oversees the Fair Housing Program. An example of how the City directly provides funding and staff support to coordinate housing assistance include such interventions as a City Police Department implemented program that combines a ride along case manager with officers patrolling areas frequented by chronically homeless and recently homeless individuals and families allows for immediate needs assessments and referrals to appropriate agencies.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CoC's Data Performance and Evaluation Sub Committee is tasked with establishing performance measures and new policies and procedures for all homeless grant funds and activities. The HMIS Steering Committee is tasked with developing the policies and procedures that govern HMIS, which is administered by the County of Ventura.

City staff continue to work with the CoC to develop performance standards for and evaluation of outcomes for ESG-funded projects and activities. Through participation on regional sub-committees staff also continue to inform HMIS policies, procedures, operations and administration.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

See Table 2

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CITY OF OXNARD
	Agency/Group/Organization Type	PHA Services - Housing Services-homeless Service-Fair Housing Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Oxnard Public Housing Authority and the Affordable Housing Division are under the direction of the Housing Director of the City of Oxnard, as is the Grants Management Division. A bi-monthly management meeting was held for all Housing staff, including OHA staff. The topics were comprehensive and specific with detailed instructions on handling the issues which can be related to housing, homelessness and/or community partnership. Because the OHA is a component unit of the City and a Division of the City Housing Department, coordination occurs on a daily basis.

2	Agency/Group/Organization	MERCY HOUSE
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed outreach, case management and homeless services provided by Mercy House to support overnight shelter for the homeless.
3	Agency/Group/Organization	People's Self-Help Housing (PSHH)
	Agency/Group/Organization Type	Non-Profit
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	During the current fiscal year People Self-Help Housing submitted a funding application requesting HOME program funding for the development of a 100% affordable housing development, known as Cypress Place at Garden City. The project will consist of two phases. HOME funding is being requested for the first phase, which will include a total of 90 rental units (inclusive of one unrestricted manager's unit).
4	Agency/Group/Organization	Habitat for Humanity of Ventura County
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity completed construction of 6 single family homes for sale to low income families, located at First and Hayes last fiscal year with the use of HOME and In-Lieu funds. During the current fiscal year Habitat for

		Humanity requested a HOME program funding application for development of a new project. However, Habitat for Humanity has not submitted an application yet.
5	Agency/Group/Organization	Many Mansions
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Many Mansions received HOME and affordable housing in-lieu funds to construct 5 HOME units and 2 in-lieu units in a 40-unit rental development for low income veterans and families. The development completed construction in August 2019. Many Mansions submitted a funding application for development of an 87 unit development in downtown, known as Central Terrace Apartments. The City anticipates going to Council for consideration of a gap-financing loan towards the development of 8 of 87 units in the development, however, while the City initially considered HOME funds as the funding source, the City will now be requesting to use City in-lieu funds instead. Many Mansions is in the process of obtaining land use approvals for Phase II of their downtown developments, Phase II of their development is known as Aspire Apartments. Many Mansions has expressed interest in submitting an application for HOME funding for this project or the use of other funds, for a gap-financing loan, but they have not yet submitted an application.

6	Agency/Group/Organization	Cabrillo Economic Development Corporation
	Agency/Group/Organization Type	Non-Profit CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Cabrillo applied for HOME CHDO development assistance funds to construct 42-rental units for farmworker families, located at the corner of Pleasant Valley Road and Etting Road, Oxnard, CA 93033. The Housing Department has issued a conditional letter of approval to Cabrillo, final commitment of HOME funds will occur after Cabrillo has secured all other funding sources and meet all HOME funding requirements.
7	Agency/Group/Organization	THE KINGDOM CENTER
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	ADA compliance and resource development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Kingdom Center was toured by staff and determined areas of the facility that could be upgraded, enhanced and modified to promote greater access for persons with disabilities. In 2020, architectural plans were completed for the project, and it is anticipated that the construction phase of the project will commence in 2021. The project includes not only ADA improvements and increased accessibility in the exterior of the complex, but also an expansion of

		bathroom capacity to meet the needs of the client population.
8	Agency/Group/Organization	County of Ventura Human Services Agency
	Agency/Group/Organization Type	Services-homeless Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Created and implemented a coordinated plan conducting encampment response at a large homeless encampment. Ventura County provides healthcare services through their Backpack Medicine Project, and the City provides outreach and engagement into shelter and housing services. The City conferred with the Ventura county Public Health Department regarding addresses of housing units wherein children have been identified as lead-poisoned in the City of Oxnard. Prior to implementation of the 2021 Annual Action Plan, the City will receive a list of addresses if such a list exists. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is

		provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable inspections requirements. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Environmental Intervention Blood Lead Level"(EBLL). OHA staff provides a brochure related to lead based paint hazards to all new program participants and tenants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.
9	Agency/Group/Organization	Housing Rights Center
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing, Discrimination
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City contracts with a professional fair housing service provider, the Housing Rights Center (HRC), through a regional agreement with the County of Ventura. The HRC provides fair housing counseling, discrimination complaint investigation, complaint processing, and dispute resolutions services for Oxnard tenants, home seekers, and housing providers. In addition, twice every year the HRC staff provides free fair housing training seminars for the public, along with a bi-

		annual training presented to the staff of the Oxnard Housing Authority and city housing staff on their fair housing obligations and responsibilities.
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Identify any Agency Types not consulted and provide rationale for not consulting

Not Applicable

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Ventura County CEO's Office	The goals of the Strategic Plan overlap with the goals of each plan by ensuring homeless persons have access to adequate services to help reduce the incidence of homelessness.
Oxnard Housing Authority Agency Plan	Oxnard Housing Authority	The OHA Plan presents the program policies and procedures related to Public Housing units and the Section 8 housing program, which overlaps with the AAP for delivering and providing affordable housing units to Oxnard residents. OHA is currently administering 15 set aside homeless preference vouchers per fiscal year, and 77 VASH vouchers
City of Oxnard Housing Element	State of California Housing and Community Development (HCD)	HCD approves the City's Housing Element. The City's updated Housing Element indicates that as of March 2017, 2,497 of 4,199 affordable housing units remain to be built as indicated on the Southern California Association of Governments (SCAG) and Regional Housing Needs Allocation (RHNA)
Regional Housing Needs Allocation (RHNA)	Southern California Association of Governments (SCAG)	SCAG RHNA sets the low and moderate income housing needs allocations for the City as City is within the SCAG boundaries. The City's Housing element relies on the allocations by SCAG to develop local

		affordable housing needs. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard from 2014-2021. The updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built
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Narrative (optional)

Implementation of the 2021 Action Plan requires coordination and compliance with the local and regional needs established by the City of Oxnard, County of Ventura, Southern California Council of Governments and the State of California.

The Southern California Association of Governments (SCAG), the nation's largest metropolitan planning organization (MPO), representing six counties, 191 cities and more than 18 million residents in Southern California, is mandated by federal and state law to research and draw up plans for transportation, growth management, hazardous waste management and air quality. SCAG undertakes a variety of planning and policy initiatives that regulate housing development.

One of these planning tools is the Regional Housing Needs Allocation (RHNA), it establishes the need for affordable housing development in cities and counties within its region.

City of Oxnard's general plan contains a housing element that makes "adequate provision for the existing and projected housing needs of all economic segments of the community." The housing element must be revised and updated every eight years after 2010 due to SB 375. A community is not obligated to actually provide housing to all in need but the Regional Housing Needs Allocation (RHNA) is a "distribution of housing development capacity" that each city and county must zone for in a planning period. It is not a "construction need allocation," and is integral to the development of a Sustainable Community Strategy. The housing element is a planning document, requiring the City to plan for meeting its "fair share" of regional housing market need. The RHNA will set local housing and land use capacity goals to support future growth, including transit oriented, mixed use and infill development.

The time frame during which housing accomplishments towards the Regional Housing Needs Allocation (RHNA) can be counted (RHNA cycle) is January 1, 2014 through October 31, 2021. The City seeks to conserve and rehabilitate existing housing as well as provide opportunities for new development. The 2014-2021 SCAG RHNA determined that 4,199 affordable housing units would be required in the City of Oxnard. The City's updated Housing Element indicates that as of March 2017, 2,497 affordable housing units remain to be built.

The City Housing Department's mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents. This mission is consistent with the City's General Plan and laws governing our housing funds and resources. The purpose of the Housing Department is to provide decent, safe, attractive, sanitary, and well maintained housing for eligible low and very low income families in a manner that promotes commitment, exemplary customer service, economy, efficiency, and the social well-being of the residents.

All City housing projects undertaken with federal funds from HUD or other state or federal funding source must comply with the requirements of the City's Housing Element, General Plan, SCAG, State of California Housing and Community Development Department (HCD) and HUD.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Oxnard follows the guidance established in the Oxnard Citizen Participation Plan (Ocpp) approved on July 10, 2018, which updates the local procedures pursuant to the requirements of Title 24, CFR Section 91.105(a).

The Oxnard Citizen Participation Plan sets forth the procedures for the development of the annual action plan, the consolidated plan, and any substantial amendments to these plans, as well as procedures for the preparation of the comprehensive annual performance and evaluation and the assessment of fair housing. (See Appendix 1.)

The City of Oxnard encourages citizen participation by consulting with citizens, public service organizations, City staff and allows public comments and public input throughout the development process of the plans addressed in the citizen participation plan. City of Oxnard provides assistance to citizens that are unable to speak English, minorities and those with disabilities to participate in the process of developing the plans addressed in the citizen participation plan. The 2021 AAP was developed in conjunction with residents and organizations through a public participation process that included workshops and public hearings conducted by City staff:

- 1) Two public hearings were held; the first was an administrative public hearing and the final public hearing was before City of Oxnard City Council where citizen's public comments were allowed are required by the citizen participation plan;
- 2) Two workshops for CDBG, HOME and HESG programs conducted by Housing Department staff, followed up by multiple consultations, as well as, providing technical assistance to the community and agencies (service providers) through emails, phone conversations, and meeting; the community meeting were held on 2/14/21 and 3/2/21 during the day and evening; the meeting were held virtually;
- 3) All applications for funding were reviewed by Housing - Grants Management staff for eligibility and grants compliance and then forwarded to management;
- 4) Meetings were conducted by Housing – Grant management staff for sub-recipients awardees;

- 5) Other workshops and meetings were handled by Affordable Housing staff and Fair Housing staff;
- 6) Meetings attended and participated by Homeless Assistance Program staff related to CoC and Emergency Solutions Grant;
- 7) Meeting dates Commission on Homelessness attended by Housing Department staff: November 2, 2020; December 7, 2020; February 1, 2021; February 27, 2021; March 22, 2021 and April 5, 2021. Meeting is scheduled for June 7, 2021.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comment not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	3/1/21 Administrative Public Hearing; 1/28/21 Published in English and Spanish Notice of 1st Public Hearing notice in VIDA newspaper; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices regarding Public Hearings sent	1st Public Hearing- Comments were help for people being unjustly evicted from their rental properties and need location to have access and help to the internet	All comments accepted	NA

		Residents of Public and Assisted Housing Low/mod income Oxnard Residents	out to Oxnard Residents for first Public Hearing, 65 notices mailed out, and Notices were posted on the City of Oxnard website both in Spanish and English.			
2	Entitlement Grant Workshops	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Interested parties/applicatio	8 people attended the Workshop for CDBG and HESG	Comments were application requirements are DUNS number, SAMS, insurance requirements. Asked about the National Objectives list and application deadlines. When completing the application, determine the activity fall under which category. and which grant type.	All comments accepted	NA

		n for grant funds				
3	Resident Survey	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/ broad community	3 people submitted Resident survey to provide need in the community. Survey provided in English & Spanish.	Comments were need employment program for homeless people, housing for rental assistance and home assistance	All comments accepted	NA
4	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-	6/15/21 Public Hearing scheduled; 5/13/21 Published in English and Spanish Notice of 2nd Public Hearing in VIDA newspaper; English and Spanish versions of Notices were broadcasted on Public Channel 10/35, Public Notices	2nd Public Hearing comments - will be updated.	All comments will be updated	NA

		targeted/broad community Residents of Public and Assisted Housing Low/mod income Oxnard residents	regarding Public Hearings were sent out to Oxnard Residents for first Public Hearing, 65 notices will be mailed out, and Notices will be posted on the City of Oxnard website both in Spanish and English.			
5	Program Coordinating Committee meetings	Minorities Non-English Speaking - Specify other language: Spanish, Mixteco Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	General meeting of community non-profits that serve various segments of the community	Round table discussion- No Comments Received	No Comments Received	NA

		Cross-section of community				
6	Internet Outreach	Non-targeted/broad community	Not Measured	No Comments Received	No Comments Received	https://www.oxnard.org/city-department/housing/grants-management/

Table 4 – Citizen Participation Outreach

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In Plan year 2021, the formula grant calculations of HUD allocations to City of Oxnard are CDBG \$2,515,741, HOME \$764,831 and HESG \$219,551, a total of \$3,500,123 in entitlement grants from HUD. In addition, estimated program income of \$100,000 for CDBG programs and \$100,000 for HOME programs. As well as, CDBG prior year resources of \$200,000. This will increase total available resources from the 2021 Plan year to \$3,900,123. The source of program income comes principally from repayment of loans and recaptures from defaults. Those funds will be used towards meeting the goals and objectives of the 2021 AAP.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources : \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvement	2,515,741	100,000	200,000	2,815,741	2,815,741	Block grant from HUD to address housing, community development, and economic development needs. 2021 CDBG Allocation and Program income is \$2,615,741 and Prior Year resources of \$200,000; the total is \$2,815,741 available resources from CDBG Plan year 2021. Uses of the available resources will be according to the funding priorities set forth in

		nts Public Services						the ConPlan. The specific Activities will be set up in IDIS. The uses of funds will be capped according to the HUD regulations for: (1) Admin and Planning - no more than 20%, or \$523,148 and (2) Public Services up to 15%, or \$392,361. The 2021 balance will be distributed as Public Improvements & Other City Programs as detailed by the City during the AAP process.
HOME	public - federal	Acquisition Homebuye r assistance Homeowne r rehab Multifamily rental new constructio n Multifamily rental rehab New constructio n for ownership TBRA	764,831	100,000	0	864,831	864,831	Grant from HUD to address affordable housing needs. In plan year 2021, HOME allocation is \$764,831 and expected program income is \$100,000; total of \$864,831. Uses of funds are; (1) Administration - no more than 10% or \$86,483 and (2) CHDO Set Asides - at 15% or \$114,724. In addition, \$663,624 is available for housing development. In addition to the CHDO set aside of \$114,724.
HESG	public -	Conversion and rehab	219,551	0	0	219,551	219,551	Grant from HUD to address needs and services for homeless persons or persons at risk of becoming

	federal	for transitional housing Financial Assistance Overnight shelter Rapid re- housing (rental assistance) Rental Assistance Services Transitiona l housing						homeless. Plan year 2021 Available resources for HESG is \$219,551. The limited availability of HESG resources is spread across the uses identified in this table. 1) HESG Administration and Planning costs are no more than 7.5% or \$16,466 those are included in HESG Project 8. (2) Emergency Shelter and Street Outreach cost is no more than 60%, or \$131,730. The 2021 balance will be distributed as Homeless Prevention, HMIS, & Rapid Re-Housing eligible activities as detailed by the City during the AAP process.
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Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds are leveraged by city and subrecipients providers with government agency, in-kind, private foundations and contributions monies who provide services to low/moderate income persons. Affordable housing developments utilizing HOME funds typically use HOME monies to leverage millions of dollars in state, federal, and private financing. HESG funds are leveraged by non-profit agencies providers with government agency, in-kind, private foundations, Ventura County Continuum of Care monies who provide critical services such as assisted housing, services and shelter to vulnerable populations who are at-risk of becoming homelessness or homeless persons and families. HOME funds are matched at a greater than 25% level by recipients of HOME funds, city, and other participants. HESG funds are matched dollar for dollar by subrecipients' providers. The city matched for

Administration portion only.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city property leased for homeless shelter at 1450 S. Rose Ave, Oxnard, CA
Temporary Emergency Shelter at 351 South K Street, Oxnard, CA
Oxnard Housing Authority Public Housing Sites

Discussion

The resources for 2021 AAP will accomplish more activities but will not meet all the needs prevalent throughout the city.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Supply of Affordable Housing	2021	2024	Affordable Housing		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Disaster Planning and Recovery	CDBG: \$750,000 HOME: \$778,348	Rental units constructed: 5 Household Housing Unit Rehabilitated Home: 6 Household Housing Unit Housing Services: 14 Household Housing Unit Housing Code Enforcement/ Foreclosed Property Care: 2000 Household Housing Unit
2	Enhance Economic Stability	2021	2024	Non-Housing Community Development		Increase Job Skills Facade Improvements Local Entrepreneurship	CDBG : \$294,755	Business Assisted: 25 Low- Moderate Census Tract Neighborhoods, estimated at 15,000 person

3	Increase Social Services	2021	2024	Non-Homeless Special Needs		Housing Support and Stability Assistance for Senior Residents Social Services Youth Activities and Services Disaster Planning and Recovery	CDBG: \$392,361	Public service activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted
4	Work to End Homelessness	2021	2024	Homeless		Housing Support and Stability Homelessness	ESG: \$219,551	Tenant-based rental assistance / Rapid Rehousing: 30 Households Assisted Homeless Person Overnight Shelter: 140 Persons Assisted Other: 100 Other
5	Create Quality Neighborhoods	2021	2024	Non-Housing Community Development		Housing Support and Stability Assistance for Senior Residents Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public	CDBG: \$855,477	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 124,500 Persons Assisted and Low- Moderate Census Tract Neighborhoods, estimated at 35,000 person

						Infrastructure		
6	Effective Administration	2021	2024	Planning and Administration		New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public	CDBG: \$523,148 HOME: \$86,483	Other: 0 Other

						Infrastructure		
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Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Improve Supply of Affordable Housing
	Goal Description	Create and preserve stable, safe, and resilient affordable housing opportunities for homeowners and renters including special needs groups such as farmworkers, persons with disabilities, and the elderly throughout Ventura County.
2	Goal Name	Enhance Economic Stability
	Goal Description	Enhance economic stability and prosperity by increasing economic opportunities for residents through job skills training and promotion of local entrepreneurship.
3	Goal Name	Increase Social Services
	Goal Description	Increase access to health and wellness services, youth activities, senior activities, and social service activities for residents.
4	Goal Name	Work to End Homelessness
	Goal Description	Work alongside the Ventura County Continuum of Care to end homelessness within Ventura County by providing housing, emergency shelter, and social services to homeless persons or those at risk of homelessness.
5	Goal Name	Create Quality Neighborhoods
	Goal Description	Enhance access to quality, resilient, and livable neighborhoods by improving publicly owned facilities and infrastructure such as parks, streets, sidewalks, and community buildings, including improving accessibility to meet Americans with Disabilities Act (ADA) standards.

6	Goal Name	Effective Administration
	Goal Description	Create and maintain effective housing and community development programs that address the priority needs listed within the Consolidated Plan, comply with all U.S. Housing and Urban Development (HUD) requirements, and achieve the goals and objectives set out by each Ventura County jurisdiction.

Projects

AP-35 Projects – 91.220(d)

Introduction

These are 2021 Plan year Projects designed to accomplish the goals and objectives of the 2021 AAP. The 2021 Projects will organize Activities in IDIS under the Projects setup in this section of AAP. The Projects are New Rental Housing, Housing Support and Stability, Economic Opportunity, Rehabilitation and Preservation, Assistance for Senior Residents, Other Public Services, Youth Activities and Services, Homelessness, Parks and Community Space, Public Facilities and Improvements, Public Facilities-Fire Protection Equipment and Administration and Planning.

Projects

#	Project Name
1	NEW RENTAL HOUSING
2	HOUSING SUPPORT AND STABILITY
3	ECONOMIC OPPORTUNITY
4	REHABILITATION AND PRESERVATION
5	ASSISTANCE FOR SENIOR RESIDENTS
6	OTHER PUBLIC SERVICES
7	YOUTH ACTIVITIES AND SERVICES
8	HOMELESS ASSISTANCE
9	PARKS AND COMMUNITY SPACE
10	PUBLIC FACILITIES AND IMPROVEMENTS
11	PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT
12	ADMINISTRATION

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on the annual needs identified in coordination with other city departments. Public service allocations are determined by the participation from other providers to meet the goals of the ConPlan. HOME funds are balanced between development projects and single family housing needs. HESG allocation are targeted exclusively for the needs of the homeless population.

AP-38 Project Summary
Project Summary Information

See Tables

1	Project Name	NEW RENTAL HOUSING
	Target Area	NA
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	New Rental Housing
	Funding	HOME: \$778,348
	Description	PARTICIPATION IN HOUSING DEVELOPMENT FUNDING ASSISTANCE
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	5 LOW INCOME HOUSEHOLDS
	Location Description	CITY OF OXNARD, CALIFORNIA
	Planned Activities	FINANCIAL ASSISTANCE TO A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FOR THE DEVELOPMENT OF 5 HOUSING UNITS FOR LOW INCOME HOUSEHOLDS IN OXNARD. THIS PROJECT INCLUDES 15% OF HOME ALLOCATION SET ASIDE FOR CHDO'S, OR \$114,724.
2	Project Name	HOUSING SUPPORT AND STABILITY
	Target Area	NA
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Housing Support and Stability
	Funding	CDBG: \$265,000
	Description	HOUSING SERVICES
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	3 HOUSING UNIT, 6 HOUSEHOLDS (REHABILITATION), 5 HOUSING UNITS- HOUSING SERVICE; TOTAL OF 14 HOUSEHOLDS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	HOUSING SERVICES FOR LOW - MODERATE INCOME HOUSING HOUSEHOLDS

3	Project Name	ECONOMIC OPPORTUNITIES
	Target Area	NA
	Goals Supported	Enhance Economic Stability Create Quality Neighborhoods
	Needs Addressed	Local Entrepreneurship
	Funding	CDBG: \$294,755
	Description	BUSINESS ASSISTANCE AND NEIGHBORHOOD IMPROVEMENTS
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	25 BUSINESS ASSISTED; THE NEIGHBORHOOD ACTIVITY WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS, ESTIMATED AT 15,000 PERSON
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD AND LOW- AND MODERATE INCOME AREAS
4	Planned Activities	ECONOMIC DEVELOPMENT COLLABORATIVE WILL PROVIDE BUSINESS ASSISTANCE FOR BUSINESS IN LOW-MODERATE INCOME AREAS AND SOUTHWINDS NEIGHBORHOOD IMPROVEMENTS BY OXNARD HOUSING DEPARTMENT
	Project Name	REHABILITATION AND PRESERVATION
	Target Area	NA
	Goals Supported	Improve Supply of Affordable Housing
	Needs Addressed	Rehabilitation & Preservation of Existing Housing
	Funding	CDBG: \$485,000
	Description	REHABILITATION OF HOUSING UNITS; CODE ENFORCEMENT AND COMPLIANCE
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	6 HOUSEHOLDS HOUSING UNITS 2,000 HOUSEHOLD HOUSING UNITS (CODE COMPLIANCE)
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD

	Planned Activities	REHABILITATION OF HOMEOWNER UNITS FOR LOW-MODERATE INCOME HOUSEHOLDS (PY); SUPPORT THE CODE ENFORCEMENT ACTIVITIES OF THE CITY OF OXNARD DEVELOPMENT SERVICES TO IMPROVE QUALITY OF LIFE AND PROPERTY ISSUES
5	Project Name	ASSISTANCE FOR SENIOR RESIDENTS
	Target Area	NA
	Goals Supported	Increase Social Services
	Needs Addressed	Assistance for Senior Residents
	Funding	CDBG: \$47,500
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR SENIOR SERVICES TO INCREASE THE QUALITY OF LIFE
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	100 PERSONS WILL BE ASSISTED WITH SENIOR SERVICES
	Location Description	CITY-WIDE
6	Planned Activities	1) ASSISTING WITH DAILY NEEDS FOR SENIORS BY CAREGIVERS VOLUNTEERS ASSISTING THE ELDERLY, CITY OF OXNARD RECREATION AT 2) PALM VISTA SENIOR CENTER
	Project Name	OTHER PUBLIC SERVICES
	Target Area	NA
	Goals Supported	Increase Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$249,861
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR FAIR HOUSING COUNSELING, SUBSTANCE ABUSE SERVICES, FOOD PANTRY, HOMELESS SERVICES AND HEALTH CARE SERVICES.
	Target Date	6/30/2022
	Estimate the number	100 LOW-INCOME INDIVIDUALS WILL BE ASSISTED WITH SUBSIDIZED

	and type of families that will benefit from the proposed activities	HEALTH CARE SERVICES, FAIR HOUSING SERVICES WILL ASSIST 150 FAMILIES, 350 INDIVIDUALS WILL BE ASSISTED WITH FOOD PANTRY, 30 INDIVIDUALS WILL BE ASSISTED WITH SUBSTANCE ABUSE SERVICES, 250 INDIVIDUALS WILL BE ASSISTED WITH HEALTH SERVICES AND 260 HOMELESS INDIVIDUALS WILL BE ASSISTED WITH EMERGENCY SHELTER AND SERVICES.
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) CITY OF OXNARD FAIR HOUSING PROGRAM, 2) EMERGENCY SHELTER FOR HOMELESS BY COUNTY OF VENTURA HUMAN SERVICES AGENCY RAIN PROGRAM, SHELTER CARE RESOURCES FOR 3) HOMELESS SERVICES BY AND 4) FOOD PANTRY, 5) SUBSTANCE ABUSE SERVICES BY THRIVE MENTORSHIP 6) COMMUNITY PARAMEDICINE BY CITY OF OXNARD FIRE DEPARTMENT AND 7) SUBSIDIZED HEALTH CARE SERVICES BY LIVINGSTON MEMORIAL VISITING NURSES ASSOCIATION
7	Project Name	YOUTH ACTIVITIES AND SERVICES
	Target Area	NA
	Goals Supported	Increase Social Services
	Needs Addressed	Youth Activities and Services
	Funding	CDBG: \$95,000
	Description	PUBLIC SERVICES SUBJECT TO 15% CAP OF 2021 CDBG ALLOCATION AND PROGRAM INCOME. FUNDING FOR YOUTH RECREATIONAL AND EDUCATIONAL PROGRAMS; YOUTH FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	910 YOUTH WILL BE ASSISTED WITH YOUTH SERVICES/RECREATIONAL AND EDUCATIONAL PROGRAMS IN LOW-MODERATE NEIGHBORHOODS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	CITY OF OXNARD RECREATION AT 1) COLONIA GYM, 2) COLONIA BOXING GYM, 3) SOUTHWINDS YOUTH CENTER AND 4) POLICE ACTIVITIES LEAGUE
8	Project Name	HOMELESS ASSISTANCE
	Target Area	NA

	Goals Supported	Work to End Homelessness
	Needs Addressed	Homelessness
	Funding	ESG: \$219,551
	Description	Administration and Planning costs subject to 7.5% Cap, or \$16,466. HEARTH Emergency Solutions Grant funds to provide financial assistance to various service providers for Emergency Shelter and Street Outreach subject to 60% Cap; Homeless Prevention, Rapid Re-Housing, and HMIS activities to serve homeless individuals and families, and those at-risk of becoming homeless. Street Outreach and Emergency Shelter activities will be limited to 60% of HESG allocation, or \$131,730. All HESG subrecipients are required by the City of Oxnard to provide matching funds of a dollar for every dollar HESG grant dollars received.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER TO 140 INDIVIDUALS; MERCY HOUSE WILL PROVIDE RAPID REHOUSING TO 15 INDIVIDUALS; CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH TO 100 INDIVIDUALS AND RAPID RE-HOUSING TO 15 HOMELESS HOUSEHOLDS
	Location Description	VARIOUS LOCATIONS THROUGHOUT CITY OF OXNARD
	Planned Activities	1) ADMINISTRATION OF HESG BY CITY OF OXNARD, 2) KINGDOM CENTER WILL PROVIDE EMERGENCY SHELTER AND ,3) MERCY HOUSE WILL PROVIDE RAPID REHOUSING, 4) CITY OF OXNARD HOUSING DEPARTMENT, HOMELESS DIVISION WILL PROVIDE STREET OUTREACH, AND 5) RAPID RE-HOUSING
9	Project Name	PARKS AND COMMUNITY SPACE
	Target Area	NA
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Parks and Community Space
	Funding	CDBG: \$500,953
	Description	PUBLIC IMPROVEMENTS OF PUBLIC PARKS AND COMMUNITY SPACE WITHIN LOW- AND MODERATE INCOME AREAS
	Target Date	6/30/2022
	Estimate the number and type of families	THIS PROJECT WILL ACCOUNT FOR TANGIBLE IMPROVEMENTS TO PUBLIC IMPROVEMENTS IN LOW-MOD CENSUS TRACT

	that will benefit from the proposed activities	NEIGHBORHOODS. THE ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS, ESTIMATED AT 15,000 PERSONS.
	Location Description	LOW AND MODERATE INCOME AREAS
	Planned Activities	1) JOHNSON CREEK PLAYGROUND, 2) SIERRA LINDA PARK PLAYGROUND, AND 3) THOMPSON PARK PLAYGROUND
10	Project Name	PUBLIC FACILITIES AND IMPROVEMENTS
	Target Area	NA
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Utilities and Public Infrastructure
	Funding	CDBG: \$134,274
	Description	PUBLIC FACILITIES AND IMPROVEMENTS
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	THE ACTIVITIES WILL TARGET LOW-MOD CENSUS TRACT NEIGHBORHOODS, ESTIMATED AT 20,000 PERSONS.
	Location Description	LOW AND MODERATE INCOME AREAS
	Planned Activities	1) COLONIA NEIGHBORHOOD FACILITIES AND 2) SOUTHWIND NEIGHBORHOOD DESIGN PROJECT
11	Project Name	PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT
	Target Area	
	Goals Supported	Create Quality Neighborhoods
	Needs Addressed	Disaster Planning and Recovery Utilities and Public Infrastructure
	Funding	CDBG: \$220,250
	Description	PUBLIC FACILITIES -FIRE PROTECTION EQUIPMENT
	Target Date	6/30/2022
	Estimate the number and type of families	THIS PROJECT IS CITY-WIDE AND WILL ACCOUNT FOR IMPROVEMENTS TO PUBLIC FACILITIES-FIRE PROTECTION EQUIPMENT. THE CITY-WIDE

	that will benefit from the proposed activities	ACTIVITIES WILL ASSIST APPROX 208,000 PERSONS, OF WHICH OVER 60% ARE LOW/MOD INCOME RESIDENTS, ESTIMATED AT 124,800 PERSONS.
	Location Description	CITYWIDE
	Planned Activities	1) EMERGENCY OPERATIONS EKG MONITORS AND 2) FIRE STATION 1 SECURITY FENCING
1 2	Project Name	ADMINISTRATION
	Target Area	NA
	Goals Supported	Effective Administration
	Needs Addressed	New Rental Housing Housing Support and Stability Homeownership Opportunities Rehabilitation & Preservation of Existing Housing Assistance for Senior Residents Increase Job Skills Facade Improvements Local Entrepreneurship Social Services Youth Activities and Services Homelessness Streets and Streetscapes Parks and Community Space Disaster Planning and Recovery Utilities and Public Infrastructure
	Funding	CDBG: \$523,148 HOME: \$86,483
	Description	ADMINISTRATION AND PLANNING COSTS SUBJECT TO CAPS FOR EACH FUNDING SOURCE; CDBG (20% of Allocation & PI) AND HOME (10% of Allocation & PI)
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	ADMINISTRATION AND PLANNING ACTIVITIES WILL BENEFIT FAMILIES CITYWIDE. AN ESTIMATED 208,000 PERSONS WILL BENEFIT FROM THIS ACTIVITY OF WHICH OVER 60% ARE LOW- AND MODERATE- INCOME RESIDENTS.
	Location Description	CITYWIDE

	Planned Activities	COORDINATION OF ALL CDBG AND HOME ADMINISTRATION AND PLANNING ACTIVITIES
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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The primary national objectives of the ConPlan programs are to benefit LMI residents, therefore, the City's CDBG funds will be targeted to extremely low, low, and moderate-income persons. The City has traditionally dedicated 100 percent of its CDBG resources to activities that exclusively benefit LMI persons. CDBG funds will be used to serve the LMI persons Citywide and in Low-Moderate Areas (LMA). This trend is expected to continue in PY 2021. Also, the City will continue to assist the low-income persons citywide with HOME and HESG funds. The target areas are: (1) Citywide, with 68 percent of the total entitlement funds; and, (2) the LMA Census Tract, 32 percent. The total entitlement includes the administration and planning funding.

Rationale for the priorities for allocating investments geographically

The need for affordable housing (funded from CDBG and HOME) is present throughout the City. CDBG funds for direct benefit category-capital improvements and code enforcement are allocated based on the percentage of LMI persons within the LMA neighborhoods. Regarding the Public Services category of the CDBG funds, the proposed projects will focus on the basic needs of the residents such as health care, essential and supportive services, as well as housing services. The special population such as seniors, homeless and youth will continue to receive their funding for the healthcare needs, nutrition needs, education needs, shelter support and recreational needs.

HESG allocations are based on the limited clientele are distributed citywide.

HOME funds are distributed based on the income eligibility of the clients and citywide basis. These allocations also cover designated areas targeted by Code Compliance efforts to reduce and eliminate the deterioration of the areas through the Homeownership program as well as the Housing Rehabilitation program: homeowners will improve the beautiful appearance of the home and the safety of the neighborhood.

Discussion

As always, the City of Oxnard will continue to look for available public and private resources and creative ways to fund the needy programs.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

HOME affordable housing loans for down payment assistance or rehabilitation will leverage affordable housing loan programs, funded by State of CA, such as BEGIN and CAL-HOME. HOME development financing assistance will leverage development funds from State of California, developer equity, private financing, and tax credit financing.

Lower-income households continue to pay a high percentage of their income for housing, compared to other income groups. A large percentage of lower-income renters tend to experience overcrowding and inadequate housing conditions as housing problems. In order to help provide decent and affordable housing, and improve the social and economic status for LMI households in Oxnard, the following programs will be available during the next program year:

1. Homeownership Assistance Programs
2. Rehabilitation of Single-Family and Mobile home Housing Units
3. Construction of new affordable dwelling units

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	14
Special-Needs	0
Total	14

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	3

Acquisition of Existing Units	6
Total	14

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

City of Oxnard's Affordable Housing Division (AHRD) offers HOME grant funds to finance homebuyer assistance and CDBG grants funds for rehabilitation of owner-occupied single family housing and mobile homes for local residents. AHRD will also continue to provide financial assistance to Community Housing Development Organizations (CHDO) and affordable housing developers to develop affordable housing units throughout the City subject to available funding and as permitted by the funding source. Loan information is provided to interested residents at homeownership fairs, workshops, and on the City of Oxnard's Housing Department website.

AP-60 Public Housing – 91.220(h)

Introduction

Oxnard Housing Authority (OHA) currently administers 520 public housing units, 1,890 Section 8 rental assistance vouchers, which includes 77 VASH vouchers and provides support services through its Resident Services program and Family Self-Sufficiency (FSS) program. The needs of public housing residents are supported with a Resident Services program which offers a variety of services to families and youth on-site. The FSS program supports and promotes public housing and Section 8 families with homeownership opportunities and economic self-sufficiency. The FSS Program provides one-on-one counseling and individual assistance to families that participate in this program. Marketing flyers for the residential rehabilitation program and the home buyer program are also available in the City's Housing Department lobby.

Actions planned during the next year to address the needs to public housing

Modernization projects for the public housing units, where most needed, are funded through its Capital Fund program. Every 5 years the Capital Fund program conducts a PNA (Physical Need Assessment) throughout the entire housing units and sends out survey questionnaires to the residents to assess the physical deficiencies in their units. It also collects input from Maintenance and Public Housing Staff. All the collected deficiencies get translated into capital improvement projects and get tabulated into a 5 year action plan. Each year, in its Annual Plan and Statement, Capital Fund re-prioritizes those projects identified in the 5 year plan.

For Fiscal year 2021/22, the following capital improvement projects for public housing units are planned:

Cal 31-8 (Palm Vista) Drain Lines \$300,000 and 504 Compliance \$ 355,000
Cal 31-7 (Scattered sites) Additional Parking \$ 50,000

Total Planned projects for 2021 \$ 705,000

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Homeownership opportunities are promoted by offering public housing families homeownership counseling services by Ventura County Community Development Corporation (VCCDC). In addition, families are informed of these services through its Family Self-Sufficiency Program and distribution of

flyers to all households.

Public housing residents are encouraged to participate in public housing tenant associations that advocate on behalf of tenants to support efforts to improve public housing stock and living conditions.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

In order to respond to the increasing need for affordable housing units within the community, OHA and the Housing Department will continue to seek new resources of financing new housing development projects and partnering with developers, owners, and CHDO's.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Jurisdictions that receive federal funds for homeless assistance are typically required to conduct a Point In Time Count (PIT) of homeless persons each year. Due to the COVID-19 pandemic, Ventura County requested and was granted an exemption from HUD. Until our planned count in 2022, we will be using data from the 2020 PIT count that was conducted on January 29, 2020.

The "Ventura County 2020 Homeless Count and Subpopulation Survey: Final Report", published in April 2020. The report is at the following website: <https://s33020.pcdn.co/wp-content/uploads/2020/04/2020-VC-Homeless-Count-Report-Final.pdf>

In summary, the PIT count is a snapshot of homeless people who could be enumerated on one specific day. The 2020 PIT counted a total of 379 unsheltered homeless persons in Oxnard.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Oxnard continued the operation of a year round homeless shelter and navigation center located on K Street in Oxnard. The City of Oxnard contracted Mercy House to operate the navigation center. The navigation center will continue its operation for the next twelve-month period and beyond. The City responded to the COVID-19 pandemic by expanding shelter space to a second location across the street from the main site on K street so that we can maintain the 110 bed capacity while following public health protocol for social distancing. Oxnard has launched an effort to develop a new construction mixed-use development that will include a new and replacement navigation center and 110-bed homeless shelter plus other support services and fifty-six units of permanent supportive housing. We expect that this new project will be in operation within twenty-four months and will maintain the interim operation on K Street until relocation is possible.

In May 2020, the City began working with the Salvation Army to provide street outreach services that includes practical assistance, housing navigation, employment assistance, health navigation and crisis intervention with the ultimate goal of transitioning chronically-homeless individuals towards stable housing. During the next year, Oxnard will engage a new street outreach team to offer navigation for basic needs, services and shelter. The street outreach team will coordinate with Mercy House and the Oxnard Navigation Center as well as the Homeless Liaison Officers with the Oxnard Police Department.

In these 12 months, we plan to increase our street outreach capacity to engage with a greater number

of unsheltered homeless persons with the additional tool of administering vouchers for non-congregate emergency shelter primarily through the use of motel vouchers.

Addressing the emergency shelter and transitional housing needs of homeless persons

The emergency shelter and transitional housing needs of homeless persons are currently being addressed by several service providers throughout Ventura County. The emergency shelter needs in the area are met by the following providers: Mercy Housing in operation of the Oxnard Navigation Center, Ventura County Rescue Mission - single men over the age of 18 with rotating stay schedule, 10 nights in/5 nights out; Kingdom Center - emergency shelter for single women and women with children; Lighthouse Mission for Women and Children - single women and women with children; and Turning Point Foundation - mentally ill individuals.

Transitional housing needs are currently being met by the following providers: Kingdom Center - single women and women with children; Khepera House - single men; Many Mansions - transition aged youth, single women and women with children; Turning Point Foundation - single mentally ill persons; Salvation Army - families, single parents and single persons; VC-HSA - families, single parents and children, and single persons; Project Understanding - families and single parent households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are many providers that are working diligently to assist homeless persons from not only finding housing, but also to prevent further incidents of homelessness. The Oxnard Housing Authority has the use of Homeless Set Aside vouchers in issuance of Housing Choice Vouchers and is actively offering permanent housing opportunities. During the 2020 – 2021 fiscal year the Oxnard Housing Authority expects to house 75 otherwise homeless families with the use of Housing Choice Vouchers. The Oxnard Housing Authority also received an allocation of 40 Mainstream housing vouchers that are prioritized for non-elderly adults with disabilities who are currently homeless or leaving an institution.

The Ventura County Human Services Agency utilizes both County General Funds and the City's Emergency Solutions Grant to provide eviction prevention and rapid re-housing services to all of these populations; they will continue to do this in the forthcoming operating year. Additionally, Ventura County Veterans Services, Homeless Health Care and Ventura County Behavioral Health all work closely with the service providers to provide other supportive services to assist in reducing the incidence of homelessness as they have also done in the recent past.

OHA works in conjunction with the Veteran Administration to administer 77 housing vouchers for homeless veterans under the VASH program. This program targets chronically homeless veterans.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has documented discharge policies of all of the above mentioned services that spell out various directions to ensure persons are not discharged into homelessness. Additionally, as stated earlier, HSA works with qualifying low-income persons and families to avoid homelessness. This is done with the utilization of HESG and Ventura County allocated general fund dollars. Under the CoC discharge policy, in fulfilling the State Mandated Policy (state law related to the discharge protocol), the following are found:

1. Health Care Facilities: the County health care system describes the discharge policy as interdisciplinary responsibility. For the persons who require ongoing medical and nursing care and who have no identifiable address they may be discharged to a respite program at the RAIN project, a County operated transitional housing project. Others, upon discharge routinely go to group homes, board and care facilities, or reunite with families and friends.
2. Mental Health Facilities: the Ventura County Medical Center Psychiatric Inpatient Unit with the collaboration of Ventura County Behavioral Health and various community agencies provide discharge planning and placement assistance to patients, when leaving the mental health facilities.
3. Foster care and other youth facilities: the goal is to provide assisted services to eligible youth and young adults between the ages of 16 and 21 in making a successful transition from foster care to independent living and achieve self-sufficiency. In addition to the County Children and Family Services, a Transitional Age Youth (TAY) center, operated by Pacific Clinic is also available.
4. Corrections programs and institutions: upon release, inmates are able to obtain housing in transitional and permanent housing programs, group homes, and sober living homes as well as with family and friends.

Discussion

The CoC has incorporated each of the following goals of Opening Doors into its 20-year plan to end homelessness:

1. Ending chronic homelessness through targeted street outreach (CDBG-Community Action-One Stop Shelter, CoC-Oxnard Homeless Outreach Program, VCHSA-Rapid Re-housing, HESG-Winter Warming Shelter), discharge planning and implementation of a housing first approach.
2. Preventing and ending homelessness among veterans by providing permanent supportive housing beds, in addition to Section 8 HUD VASH vouchers.
3. Preventing and ending homelessness for families, youth, and children by 2020 through rapid rehousing program and homeless prevention activities. The CoC set a path to ending all types of homelessness in its 10-year plan by implementing a coordinated assessment system-Pathways to Home. As a result, the number of chronic homeless, veterans, families, and youth continue to demonstrate positive results.

All of the above objectives are still in progress and will be folded into a regional plan and strategy lead by the County of Ventura.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers or constraints to the affordability of housing exist in many forms. A particular building code that to one sector might be interpreted as a “negative” public policy that acts as a barrier to affordable housing may to another sector be seen as a life-saving necessity – for example, seismic safety construction requirements. The same can be said for zoning and land use regulations. It should be noted that in Ventura County, local growth limitations have been adopted by direct ballot measures. Some of these measures entail costs which can affect housing supply and the cost of housing that is produced.

Barriers to exit homelessness include the lack of a permanent, year round shelter and the lack of housing units for those at the very low- and low- income spectrum. Because of the high cost to develop housing for these populations and limited public funding to subsidize the development of new affordable housing units, developers often do not have the resources to develop the number of units necessary to house this population. When this occurs, badly needed units go undeveloped, thus further limiting housing opportunities for those hardest to house.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the

return on residential investment

Environmental review, general planning, zoning, and related local land use regulations and development standards are all extensions of local government police powers to protect life and property, minimize nuisances, and achieve a desired quality of life as expressed through a participatory democratic process. Certain barriers to affordability are imposed by the mandates created by State Law (such as preparing and adopting a General Plan and conducting environmental reviews), are adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake-prone areas, or requiring compliance with accessibility or visibility design standards), or enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti). The term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the provision of quality affordable housing that would otherwise be developed, but are the cumulative effect of the development requirements imposed by the layers of government regulations and laws that impact residential development.

Discussion:

The City strives to consistently implement all policies and procedures, to review local development standards and development review procedures in such a way as to avoid and ensure that such do not have unintended negative consequences, and to improve policies and procedures so as to increase the opportunities and feasibility of developing affordable housing, especially for special needs and very low- and low-income units). The City will continue to engage in these efforts to identify and minimize any barriers over which the City has legal authority, in accordance with applicable law.

AP-85 Other Actions – 91.220(k)

Introduction:

The City will implement the goals and strategies of the Consolidated Plan to achieve the other actions listed in the next section.

Actions planned to address obstacles to meeting underserved needs

The City will continue to utilize available resources to fund administrative support activities to meet the underserved needs in the community. The City will continue to work with the appropriate state agencies to administer the assets of the former redevelopment agency in the appropriate manner, and to the benefit of the LMI community whenever possible and feasible. Limited availability of funding from federal, state and other sources;

High cost of housing and provisions in the area which increases the difficulty of meeting affordable housing needs;

Reduced or frozen funding from state and other sources due to inadequate state revenue; the housing and credit crisis causing a negative effect;

A tight job market has produced an increased demand for production of new housing which is not being met, increasing home prices. Salaries are not commensurate with the high cost of housing in this market. These two factors combine to exacerbate the affordability crisis; and,

Credit crisis has limited the availability of capital to develop housing for low-and moderate-income households and special needs groups. City staff will address the challenges of existing and new obstacles in PY 2021 by focusing on the following programmatic and administrative areas: Staff will continue to research the availability of future funding resources that leverage the development of affordable housing units, inclusive of grants, bond financing, Section 108 funding and partnering with other affordable housing developers. CDBG and other funds will be used to fund administrative support for programs that serve the needs of LMI citizens citywide. This is especially critical now that no redevelopment agency funding is available, given that redevelopment agencies no longer exist in California. Staff will continue to collaborate with private-sector partners when appropriate in the development and construction of affordable housing. Staff will continue to collaboratively work with the service provider community, non-profit organizations, and neighboring cities and local governmental agencies within the County of Ventura to identify projects that also meet federal community development program eligibility and which can comply with timely draw-down requirements.

Actions planned to foster and maintain affordable housing

The City utilizes its Inclusionary Housing Program to provide significant numbers of affordable housing units. To ensure that Oxnard has enough opportunity sites suitable for residential development and to meet the remaining RHNA affordable allocation of 2,497 lower income and moderate units and 53 above moderate income units, the City is relying on the following:

- The All Affordable Housing Opportunity Program (AAHOP) and Affordable Housing (AH) additive zone (see Supplement 2) with an inventory of 2,067 units on 38 AAHOP sites
- 66 Vacant and Underutilized Sites (see Supplement 2)

The City of Oxnard has adopted several ordinances that establish inclusionary affordable housing requirements for new developments. Relevant ordinances are City Council Ordinances 2721 and 2615. The Inclusionary Housing Program provides for in-lieu fee payments that can replace the on-site units within a development subject to approval by the City Council. The City is currently in the process of completing a study to increase the City's in-lieu fee. In-lieu fees for development project are as follows:

For-Sale Units: If the in-lieu request is granted, the developer is required to make a payment of 1 percent of the sales price of each for sale unit in the project based on increments of \$50,000, with a minimum payment of \$5,000 for each unit.

Rental Units: A payment is required for each rental unit. The price is adjusted every six months by the percentage increase or decrease for the previous six months as determined by the Los Angeles Riverside-Orange County Consumer Price Index for all urban consumers.

The City Council generally prefers on-site affordable housing as opposed to payment of in-lieu fees. A project that is approved for in-lieu payments has usually agreed to another public benefit through a Development Agreement that justifies the in-lieu payment. In-lieu payments are made when the developer applies for building permits for the approved units. The in-lieu fees collected provide funding support in the form of developer loans to new affordable housing projects and are almost always leveraged with other funding sources. The current in-lieu fund balance is approximately \$2.8 million.

Possible incentives may include, but are not limited to, the following:

- Assistance with accessing and applying for funding (based on availability of federal, state, local foundations, and private funds)
- Mortgage-subsidy or down payment assistance programs to assist first- time homebuyers and other qualifying households, when such funds are available
- Expedited/streamlined application processing and development review
- Modification of development requirements, such as reduced setbacks and parking standards on a case-by-case basis
- Density bonus

Actions planned to reduce lead-based paint hazards

The City will coordinate activities with the County of Ventura Department of Health and Human Services to reduce lead-based paint hazards in accordance with federal regulations. Any rehabilitation activities on housing units constructed prior to 1978 will have lead hazards identified and actions taken to remove the hazard. The City's Affordable Housing Division does not own or manage any housing units. All units for which HOME and CDBG assistance is provided for homebuyer assistance or homeowner rehabilitation are administered in compliance with HUD's HOME or CDBG regulations for lead-based paint, as applicable. With respect to units owned or assisted by the Oxnard Housing Authority, there have been no cases of Public Housing tenants and/or Section 8 participant households reporting or having been discovered to have poisoned children or any child with "Elevated Blood Lead Level". OHA staff provides a brochure related to lead based paint hazards to all new tenants and program participants. Maintenance staff attends training and seminars to stay current with the State of California Lead Awareness Training requirements.

Actions planned to reduce the number of poverty-level families

Eliminating poverty is a clear concern in Oxnard and Ventura County in general. Efforts are constantly underway to improve the quality of life and economic well-being of the residents through collaborative efforts of the following agencies and their programs to provide needed skills for individuals seeking jobs and thereby getting them out of poverty:

- City Corp
- Community Action of Ventura County
- Oxnard Housing Authority
- County of Ventura-Human Services Agency
- City's youth programs such Police Activities League programs, Colonia Gymnasium, Colonia Recreation Center and Boxing programs

Actions planned to develop institutional structure

Extensive public and private partnerships have been established and organized to address the City's housing, homeless, and community development needs: Entitlement Grants workshops and training, Affordable Housing workshops for homeowners, Relocation meetings for residents, Fair Housing training and other scheduled meetings (such as Pre-construction meetings, Commission on Homelessness meetings, and meetings with County Continuum of Care Council, Housing Committee meetings).

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to collaborate with public and private housing and social service agencies to meet the goals and objectives of the Consolidated Plan. This could be from ongoing meetings, special

meetings and task force.

Discussion:

The City anticipates significant numbers of inclusionary affordable housing to be developed within several proposed specific plans and other new projects. Based on a thorough review, the City does not believe that the current inclusionary housing program is a constraint to the development of housing in addition to the incentives and concessions currently being offered and conversations with local developers who have been able to work within the requirement of the inclusionary housing program and produce housing. To further ensure the program does not pose a constraint, the City has included a monitoring process.

Other actions that the City of Oxnard will continue to improve compliance assessment for all its HUD funded programs and projects by 1) monitoring program and financial performance; 2) compliance with Environmental review: each project is reviewed for compliance with the National Environmental Protection Act. The City has a consulting agreement with Rincon to assist and perform the environmental reviews for housing developments and facility improvement projects, more complicated, and time consuming projects; 3) Labor Compliance Act: the City reviews and perform the contract administration of all CDBG-funded construction projects; 4) Section 3 Compliance: this function is also performed by the City; 5) Procurement and Purchasing: The City has its own procurement and purchasing policies managed by staff in the Finance Department; 6) Partnerships with Citizen Advisory Groups: Inter-Neighborhood Council Forum, Commission on Homelessness, Parks and Recreation and Community Services Commission, Mobilehome Park Rent Review Board, and Senior Services Commission.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In addition to the 20% cap for Administration, the City of Oxnard also allocates 15% of 2021 CDBG funds for public services such as recreation programs for youth, homeless services, senior services and fair housing activities. The balance of the funds will be allocated to housing activities, code compliance and public facilities and improvements. In the event of an emergency (such as an earthquake, flooding, or hurricane ...) the City will cut the non-committed funds from other existing projects in order to fund the urgent need within the allowable range. However, the urgent need to meet the following tests: (1) the existing conditions pose a serious and immediate threat to the health and welfare of the community, (2) the existing conditions are recent or recently became urgent, generally 18 months, (3) the City cannot finance on its own, (4) and when other funding sources are not available.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
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2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Other forms of local investments for housing that may be available to projects include financing from the City's in-lieu fees, CDBG, and Permanent Local Housing Allocation (PLHA) funding. Additionally, the City also provides homebuyer assistance through the use of program income received from BEGIN and CALHOME State funded grant programs.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Refer to Questions # 3 for Resale Provisions & procedures.

Recapture:

Provisions

- "In the event that the homebuyer fails to satisfy the requirements during the term of the loan, or otherwise defaults, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the maximum extent permitted by law."
- "If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary –such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs."

The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient violates the affordability and or term period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the direct HOME Subsidy.

- During the term of the loan, the homeowner must repay the loan if it is sold, transferred or refinanced without the City's permission and/or with cash out to the homeowner or the

homeowner does not occupy the residence as a primary residence.

Procedures

The City utilizes an agreement which includes restrictions, and a promissory note secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if recapture provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

The City will exercise the rights stipulated in the promissory note, secured by the deed of trust that was recorded with the County Recorder's Office.

Should Borrower transfer (as that term is defined in the Note) the Property during the occupancy period, City shall require that Borrower pay from the net proceeds the full amount of the Loan. For purposes of this Loan Agreement, "net proceeds" shall mean the sales price minus loan repayment (other than CDBG funds) and closing costs.

In the event net proceeds are not sufficient to discharge the full amount of the Loan during the occupancy period plus enable the Borrower to recover his or her initial investment in the Property and documented costs of any capital improvements, Borrower shall share the net proceeds with City. The City's share of the net proceeds shall be calculated as follows:

$$(\text{Amount of Loan} / \text{Amount of Loan} + \text{Borrower's Investment}) = \% \text{ of Net Proceeds that City is entitled to.}$$

Should the net proceeds not discharge the full amount of the Loan, City shall forgive the remaining balance.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Refer to Question #2 for Recapture provisions and procedures.

Resale

Provisions

During the affordability period, the homeowner must resell to another low-income homebuyer if the property is refinanced without the City's permission and/or with cash out to the homeowner or the homeowner does not occupy the residence as a primary residence.

The original homebuyer receives a fair return on investment, (i.e., the homebuyer's down payment plus capital improvements made to the house. It is important to note that in certain circumstances, such as a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price); and

In the event that the homebuyer fails to satisfy the requirements during the term, or otherwise defaults, the City shall exercise its legal rights, as set forth in the Resale Restriction Agreement.

Procedures

The City utilizes a Resale Restriction Agreement (RRA) secured by a deed of trust which is recorded with the Ventura County Recorder's Office.

Staff monitors and requires certification annually by the homeowner that the property is owner-occupied to determine if resale provisions shall be invoked upon discovery of violations for owner-occupancy or unauthorized transfers.

If the homeowner defaults or fails to satisfy requirements during the term, the City will exercise the rights stipulated in the Resale Restriction Agreement.

Property must be sold to an eligible low-income homebuyer which shall acquire the unit subject to the continuation of restrictions provided in the RRA through an assumption agreement.

The purchase price must be affordable for a low-income household who earns up to 80% of the area median income, provided by HUD. The monthly cost for principal, interest, taxes, insurance, HOA fees, utilities, and maintenance should not be more than 30% of the monthly income for the household or otherwise stated in the RRA. There is no preference to a particular segment of the low-income population.

The resale price is calculated using one of two ways methods described below. The method used is identified in the RRA:

Determined as the affordable housing cost for a family at 80% of AMI paying no more than 30% of the monthly income for the household or in accordance of California Health And Safety Code 50025.5, whichever is lesser, but not less than the original price paid by homebuyer, or

Determination using a CPI method to calculate the increase (or decrease) in value of the property.

The U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside- Orange Counties Area (all items based 1982-1984=100) provides the CPI on the date of the calculation and the CPI on the purchase date. The calculation is the CPI on the date of the calculation minus the CPI on the purchase date, plus the cost of improvements to property evidenced with receipts, less 7% depreciation, plus the costs of bringing the housing unit up to current building codes and in a salable condition.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently does not have any plans to invest HOME funds in this type of activity.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

The City does not provide any direct assistance under the HESG program any longer. All written standards vary by service providers and assistance type. However, all providers must ensure recipients meet the minimum qualifications established by HUD for each eligible funded activity. HESG Policies and Handbook are provided to all HESG subrecipients.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Regional Ventura County Continuum of Care Alliance has established centralized or coordinated assessment system, Pathways to Home, that provides coordination intake as well as systems to avoid duplication of effort and redundancies.

Pathways to Home is centralized to provide identical information and system-wide tracking through HMIS, of all homeless individuals who seek and /or receive assistance at any one of the various service providers, or through the County directly.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The process for making all sub-awards for HESG recipients are as follows:

- a. The City formally posts the Notice of Available Funds (NOFA) in the regional newspaper, on the City's website, and emails and paper mail are sent to all existing and potential service providers from Ventura to Los Angeles.
- b. All interested agencies attend information workshop/application training on the process, which includes all deadline dates and times.
- c. Interested agencies then submit their application, project overview and qualifications
- d. The funding recommendations are adjusted to meet the available resources and cap requirements; reviewed by management and then submitted to the City Council for approval.
- e. All applicants are contacted and urged to attend the City Council meeting in which the items fall on the agenda. All supporting comments and grievances are done at this time.
- f. The Mayor and City Council directs the City Manager and staff to move forward with final processing.
- g. Staff prepare all contracts for execution. Additionally, all internal processes are completed in order to encumber funds to each individual agency.
- h. Contracts are completed and services can begin on July 1.
- i. All HESG contracts are awarded for two years

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City meets the homeless participation requirement by having a homeless and formerly homeless person serve on the City's Commission on Homelessness. In addition, each entity receiving city HESG funding is also asked to provide information as to how they involve the homeless.

5. Describe performance standards for evaluating ESG.

PERFORMANCE MEASURES

Performance measures are in place to ensure the efficient administration of all HESG funded activities. Additionally, along with the utilization of the HMIS, these measures will hopefully help to reduce the length of time of family and individuals remain homelessness, reduce the overall incidence of homelessness, and monitor the overall use of emergency shelters. Some of the activity measures are as follows:

- Emergency Shelters: Excluding winter shelters, must be able to document placement of a minimum of 10 percent of the homeless persons or households served in the Program Year into transitional or permanent housing.
- Transitional Housing: must be able to document placement of a minimum of 50 percent of the households who completed the transitional housing program in the Program Year into permanent housing. "Household" is defined as all clients including single individuals and families.
- Rapid Re-housing: must show continued housing of clients receiving assistance for at least three months after receiving assistance. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- Eviction Prevention: must show continued housing of clients receiving assistance for at least three months. This should be done via case management of clients, documentation and HMIS entry and exit dates.
- All clients, with the exception of victims of domestic violence, must be entered into the Regional HMIS within 15 days of receiving service(s), and must be exited from the system within 30 day of program completion or termination.
- MINIMUM STANDARDS: Sub-grantees are expected to have taken steps to meet the Minimum Standards for Homeless Programs within thirty days of executing the Program Year contract.
- BUILDING AND HABITABILITY STANDARDS: Any building for which HESG funding is used for renovation, major rehabilitation or conversion must meet local government safety and sanitation standards. In addition, the Sub-Grantee must meet a number of basic standards to ensure that shelter and housing facilities funded through the HESG program are safe, sanitary and adequately maintained.
- MONITORING: City staff will monitor the use of grant funds through a combination of a thorough

review of submitted reports, review of audit or financial statements, and monitoring and site visits. The City will continue to develop and implement eligible activities using the grant funds and through the monitoring and review processes and techniques in order to comply with the federal specific requirements.

Discussion:

Homeless Assistance Division continues to fund all the activities prescribed in the HEARTH act. With the sub-recipients cooperation, the City's HESG will continue to provide substantial additional leverage funds to invest in the various programs in order to assist the homeless population toward the goal of reduction and ending homelessness. Also, HESG limits the cost categories for administration and planning to 7.5% or \$16,466 and 60% for street outreach and emergency shelter \$131,730; total \$148,196 for those cost categories. The City's 2021 action plan allows the maximum toward \$16,466 administration and planning, and a total of \$71,355 or 32.5% towards rapid re-housing support.

CITY OF OXNARD

2021 ANNUAL ACTION PLAN (AAP)

FUNDING RECOMMENDATION

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG AVAILABLE RESOURCES

HUD CDBG Allocation	\$ 2,515,741
Program Income	\$ 100,000
Reprogram PY Resources*	\$ 200,000
<u>TOTAL CDBG GRANT RESOURCES</u>	<u>\$ 2,815,741</u>

CDBG EXPENDITURES

RECIPIENT DEPT/DIV-ORGANIZATION

PROGRAM NAME

ADMINISTRATION - 20%

Housing Department-Grants Management	CDBG Administration & Planning	\$ 523,148
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PUBLIC SERVICES- not more than 15%

Caregivers: Volunteers Assisting the Elderly	Caregivers: Volunteers Assisting the Elderly	\$ 12,500
County of Ventura-Human Services Agency	RAIN TLC Bridges To Home	\$ 10,000
Livingston Memorial Visiting Nurses Association	Subsidized Care Program	\$ 20,000
Oxnard Housing Department - Fair Housing	Fair Housing Program	\$ 94,980
Oxnard Fire Department	Community Paramedic	\$ 81,505
Oxnard Recreation Department	Colonia Boxing Gym	\$ 10,000
Oxnard Recreation Department	Colonia Memorial Park Veterans Gym	\$ 40,000
Oxnard Recreation Department	Southwinds Youth Center	\$ 15,000
Oxnard Recreation Department	Police Activities League - PAL	\$ 30,000
Oxnard Recreation Department	Palm Vista Senior Center	\$ 35,000
Shelter Care Resources	Foundation First	\$ 23,376
Thrive Mentorship House	Thrive Mentorship House	\$ 20,000
Total Public Services Projects		\$ 392,361

PUBLIC IMPROVEMENTS & OTHER CITY PROGRAMS

Oxnard Development Service Department	Code Compliance	\$ 285,000
Oxnard Fire Department	Fire Emergency EKG Monitors	\$ 176,250
Oxnard Fire Department	Security Fencing Station 1	\$ 44,000
Oxnard Housing Department - AHRD	Housing Services	\$ 265,000
Oxnard Public Works Department	Johnson Creek Playground	\$ 107,951
Oxnard Public Works Department	Sierra Linda Park Playground	\$ 171,751
Oxnard Public Works Department	Thompson Park Playground	\$ 221,251
Oxnard Housing Department	Colonia Neighborhood Facilities	\$ 89,515
Economic Development Collaborative - Ventura County	City of Oxnard Business Assistance Program	\$ 250,000
Oxnard Housing Department	Southwinds Neighborhood Design	\$ 89,514
Oxnard Housing Department - AHRD	Rehabilitation Loan Program*	\$ 200,000
Total Public Improvements & Other City Programs		\$ 1,900,232

TOTAL CDBG GRANT EXPENDITURES \$ 2,815,741

HEARTH EMERGENCY SOLUTIONS GRANT (HESG)**HESG AVAILABLE RESOURCES**

HUD HESG Allocation	\$	219,551
<u>TOTAL HESG GRANT RESOURCES</u>		\$ 219,551

RECIPIENT DEPT/DIV-ORGANIZATION**PROGRAM NAME**

Housing Department-Homeless	HESG Administration & Planning (7.5 %)	\$	16,466
Housing Department-Homeless	Street Outreach	\$	101,730
Housing Department-Homeless	Rapid Re-Housing	\$	14,537
Mercy House	Rapid Re-Housing	\$	56,818
The Kingdom Center	Emergency Shelter	\$	30,000
<u>TOTAL HESG GRANT EXPENDITURES</u>		\$	<u>219,551</u>

HOME INVESTMENT PARTNERSHIP (HOME)**HOME Available Resources**

HUD HOME Allocation	\$	764,831
Program Income	\$	100,000
<u>TOTAL HOME GRANT RESOURCES</u>		\$ 864,831

Oxnard Housing Department - Affordable Housing & Rehabilitation Division (AHRD)	HOME Administration & Planning (10 %)	\$	86,483
Oxnard Housing Department - AHRD	CHDO Set-Aside (15%)	\$	114,724
Oxnard Housing Department - AHRD	Affordable Housing Development Project	\$	663,624
<u>TOTAL HOME GRANT EXPENDITURES</u>		\$	<u>864,831</u>

ENTITLEMENTS GRAND TOTAL \$ 3,900,123

2021 ANNUAL ACTION PLAN

City of Oxnard
June 15, 2021

CDBG



Community Development Block Grant
Building Better Neighborhoods



Home Investment Partnerships
Program



Emergency Solutions Grant



<u>CDBG Categories</u>	<u>FY 2020-2021 Approved</u>	<u>FY 2021-2022 Recommended</u>
Administration	\$534,877	\$ 523,148
<u>Public Services</u>		
Caregivers: Volunteers Assisting the Elderly	\$12,500	\$12,500
County of Ventura-Human Services Agency RAIN	\$10,000	\$10,000
Fair Housing	\$100,132	\$94,980
Livingston Memorial Visiting Nurses	\$20,000	\$20,000
Fire Community Paramedic	--	\$81,505
Colonia Boxing Gym	\$17,500	\$10,000



Public Services Continued

FY 2020-2021

FY 2021-2022

Colonia Memorial Park
Veterans Gym

\$43,800

\$40,000

Southwinds Youth Center

--

\$15,000

Police Activities League

\$40,500

\$30,000

Palm Vista Senior Center

\$35,000

\$35,000

Shelter Care Resources

\$19,226

\$ 23,376

Thrive Mentorship

No Application

\$ 20,000

Colonia Recreation Center

\$30,000

\$0

Rec On The Go

\$42,500

No Application



Shelter Care

Resources

Non-Profit



Public Services Continued

**FY 2020-2021
Approved**

**FY 2021-2022
Recommended**

Colonia Branch Library

\$30,000

\$0

Public Service Total

\$401,158

\$ 392,361



<u>Public Improvements & Other Programs</u>	<u>FY 2020-2021 Approved</u>	<u>FY 2021-2022 Recommended</u>
Code Compliance	\$285,000	\$285,000
Fire Emergency EKG Monitors	--	\$176,250
Fire Station1 Security Fencing	--	\$44,000
Housing Services	\$200,000	\$265,000
Johnson Creek Playground	--	\$107,951
Sierra Linda Park Playground	--	\$171,751
Thompson Park Playground	--	\$221,251



Code Compliance



**Public Improvements & Other
Programs Continued****FY 2020-2021
Approved****FY 2021-2022
Recommended**

Colonia Neighborhood Facilities

--

\$89,515

Economic Development Collaborative-
Oxnard Business Assistance Program

--

\$250,000

Southwinds Neighborhood Design

--

\$89,514

Rehabilitation Loan Program*

--

\$200,000

La Colonia Green Alleys and Mural

\$50,000

Pleasant Valley Park Ball Court

\$68,000

Homeless Shelter Portables

\$240,000

Rehabilitation Program

\$420,153

Public Improvements & Other Programs Continued

FY 2020-2021

FY 2021-2022

Police Activity Facility
Rehabilitation

\$30,000

One Stop Facility Rehabilitation

\$ 120,000

Fire Emergency Operations Center

\$195,000

Multi Service Center Mural

\$5,200

Homeownership
Assistance Program

\$125,000

Public Improvements Total

\$1,738,353

\$1,900,232

CDBG Total

\$ 2,674,388

\$ 2,815,741*

*Includes Prior Year Resources



EMERGENCY SOLUTIONS GRANT



Hearth Emergency Solutions Grant	<u>FY 2020-2021</u> <u>Approved</u>	<u>FY 2021- 2022</u> <u>Recommended</u>
Administration (7.5%)	\$16,581	\$ 16,466
Oxnard Housing Street Outreach	\$52,649	\$101,730
Oxnard Housing Case Management	\$15,035	\$ 14,537
Mercy House Rapid Rehousing	\$56,818	\$56,818
Kingdom Center Emergency Shelter	\$30,000	\$30,000
Turning Point Emergency Shelter	\$50,000	No Application
HESG TOTAL	\$ 221,083	\$ 219,551



MERCYHOUSE





**Home Investment Partnerships
Program**

HOME

FY 2020-2021
Approved

FY 2021- 2022
Recommended

Administration (10%)

\$87,613

\$86,483

CHDO Set-Aside (>15%)

\$116,420

\$114,724

Affordable Housing
Development Project

\$672,101

\$663,624

HOME TOTAL

\$ 876,134

\$864,831





QUESTIONS?

Written comments to:
emilio.ramirez@oxnard.org

2021 Annual Action Plan



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.2

DATE: June 15, 2021

TO: City Council, Housing Authority Board

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Public Hearing on the Fiscal Year 2021-22 Operating Budget. (0/30/30)

RECOMMENDATION

That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2021-22 proposed budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 29, 2021. (This item did not originate in Committee.)

This item has two presentations. Please click on the following links to view the required Measure M pre-recorded presentation videos:

<https://youtu.be/7vuUw3mcNC4>

https://youtu.be/P0b_ZcFQDTw

BACKGROUND

On May 26, 2021 the City Manager previewed the proposed budget to the Inter-Neighborhood Council Forum and on June 1 a budget preview was presented to the City Council.

A public hearing on the proposed budget is required by law. For FY 2021-22 the Citywide proposed budget, which includes the General Fund group, landscape maintenance and community facilities district funds, special revenue funds, assessment district funds, enterprise funds, internal service funds and Housing Authority funds, is \$632,752,937.

The City Manager's Budget Message in the budget document highlights proposed expenditures. This agenda report covers projected revenues and available fund balances for the City's five major funds: General Fund, Measure O (Half-Cent Sales Tax) Fund, Water Fund, Wastewater Fund, and Environmental Resources (solid waste) Fund.

The City's share of American Rescue Plan Act (ARPA) funding from the Federal government (\$29.77 million already received during the current fiscal year, FY 2020-21, and an additional \$29.77 million to be received late in the budget year, FY 2021-22) will be recorded as revenue in a special grant fund, not in the General Fund, because it is technically grant funding, with significant restrictions on its use. After the U.S. Treasury guidelines for allowable uses are final, probably in August, the City Council can make its final decisions on how best to deploy those one-time Federal resources. The FY 2021-22 Proposed Budget is being published and adopted several months before that discussion can occur, so does not include specific recommendations on the use of the ARPA monies, other than \$2.5 million for the new Gratitude Program for Grocery Store Workers that City Council approved on June 1, 2021. (As a further technicality, the FY 2021-22 Budget will need to be amended by City Council in July for a \$2.5 million appropriation of ARPA funds for the Gratitude Program for Grocery Store Workers, because the FY 2021-22 Proposed Budget database locked well before City Council's policy decision on June 1.)

General Fund (101)

The General Fund tables (slides 3 & 4 in the attached PowerPoint presentation) provide detail. Totals in the text below may not add due to rounding. Highlights include:

FY 2020-21 Revenues: General Fund revenues for the current fiscal year are now projected at \$154.0 million -- \$2.0 million greater than the Mid-Year Review projection of \$152.0 million back in January. All of the projected increase results from sales tax revenue, as the national, State, regional, and local economies continue to recover from the pandemic-induced recession of early 2020 faster than expected, and as the Federal government continues to encourage consumer spending with stimulus checks and enhanced unemployment benefits. As a result, staff is now forecasting "Bradley Burns 1%" base sales tax revenue of \$34.4 million in FY 2020-21, up \$1.2 million from the January projection of \$33.2 million, and one quarter (April through June 2021) of new Measure E 1.5-cent transactions and use tax revenue of \$11.5 million, up \$750,000 from the January projection of \$10.75 million.

FY 2020-21 Expenditures: General Fund expenditures for the current fiscal year are now projected at \$145.9 million, or \$3.0 million greater than the Mid-Year projection of \$142.9 million. The projected increase in expenditures results from a new projected transfer out of \$5.0 million, partially offset by two separate projected savings versus appropriations of \$1.0 million each:

- (i) Due to continuing labor-market challenges in recruiting and retaining qualified employees for authorized City positions, staff projects an additional \$1.0 million of salary and benefit savings versus appropriations -- above and beyond the vacancy savings originally assumed in every department's FY 2020-21 Adopted Budget. Staff also projects another \$1.0 million savings versus appropriations in non-personnel expenditures across the various General Fund departments and accounts.
- (ii) More than offsetting that \$2.0 million of projected reduced General Fund expenditures this fiscal year is an assumed \$5.0 million transfer from the General Fund to the three utility enterprise funds as detailed in the City's request of Ventura County Superior Court for a 7-year "repayment plan" to satisfy the Court's order of March 23, 2021 arising from Infrastructure Use Fee (IUF) litigation. (For details see Agenda Item L-6 from the City Council meeting of May 4, 2021.) If the City's proposed repayment plan ends up being approved by the Court, then staff will return to City Council to seek an appropriation to make the FY 2020-21 transfer from the General Fund to the three utility enterprise funds.

FY 2020-21 Ending Available Fund Balance: The latest projections explained above for General Fund revenues (up \$2.0 million compared with the Mid-Year Review projection) and expenditures plus transfers out (up \$3.0 million compared with the Mid-Year Review projection) imply a \$1.0 million reduction in the FY 2020-21 operating surplus of \$9.1 million projected back in January. Combining that \$1.0 million deterioration in the projected operating surplus with the Mid-Year projection of ending available fund balance at June 30, 2021 of \$21.9 million yields a new projected ending available fund balance of \$20.8 million, or 14.3 percent of expenditures plus transfers out of \$145.9 million.

This projected available fund balance at the end of this month is more than two percentage points above the Council's policy target of 12 percent -- all due to the new Measure E 1.5-cent transactions and use tax.

FY 2021-22 Revenues: General Fund revenues for the budget year are projected at \$201.2 million, over 30 percent greater than for FY 2020-21, due mostly to a full year of revenue from the Measure E 1.5-cent transactions and use tax.

Property values were seemingly unaffected by the steep but brief recession in 2020, so property tax revenue for FY 2021-22 is projected to grow at a healthy 3.7 percent clip, to \$63.5 million.

As noted above in the discussion of FY 2020-21 revenue, sales tax revenue continues to benefit from the sustained rebound in consumer spending on taxable goods, such that FY 2021-22 revenue from the "Bradley Burns 1%" base sales tax is expected to grow about 6 percent, to \$36.6 million. The budget forecast for Measure E 1.5-cent sales tax revenue is \$51.9 million, but that full-year figure cannot be compared analytically with the FY 2020-21 single-quarter (April-June 2021) projection of \$11.5 million, because of the large seasonality inherent in sales tax revenue. (Sales tax revenue from

the October-December quarter is always much greater than from any other quarter because of consumers' holiday spending around Thanksgiving and Christmas.)

Transient occupancy (hotel) tax revenue is projected to keep bouncing back, slowly but steadily, to \$4.6 million in FY 2021-22, but still below the pre-pandemic projection of \$4.8 million for FY 2020-21.

Finally, service fees and charges are projected to increase substantially (\$3.0 million in total) from FY 2020-21 to FY 2021-22 because of an assumed five months' worth (\$4.0 million) of ambulance billing revenue from the City's new pre-hospital emergency medical services program. Staff reports presented to City Council in the spring projected 9 months' worth of ambulance billing revenue for a service expected to begin on July 1, 2021. But, court action and intergovernmental agreements delaying the start date lead staff to assume a November 1 inauguration of service -- four months later than the previously targeted start date. (If the final court ruling is adverse, the City may not implement the ambulance program.)

The \$4.0 million of projected ambulance billing revenue is partially offset by a projected decline in planning, building and zoning fee revenues after FY 2020-21 saw one-time spikes in that revenue from large projects now completed.

FY 2021-22 Ending Available Fund Balance: As noted above, proposed expenditures and transfers out from the General Fund are highlighted in the City Manager's Budget Message in the FY 2021-22 Proposed Budget document accompanying this staff report. They total \$200.8 million, a remarkable \$60.0 million, or 42.6%, more than the FY 2020-21 Budget adopted a year ago. The vast majority of the proposed increase in expenditures has been made possible by the voters' passage of Measure E.

As shown on slides 3 & 4 of the accompanying PowerPoint presentation, total General Fund revenue for FY 2021-22 (\$201.2 million) minus total proposed General Fund expenditures plus transfers out (\$200.8 million) yields a net annual operating surplus of just \$0.4 million.

But, that is not nearly the end of the story for projected available ending fund balance for the General Fund at June 30, 2022. This budget year, for the first time in at least 15 years, the proposed budget assumes no vacancy savings from unfilled positions in each individual department's General Fund budget allocation. Instead, every authorized position is fully funded for all 12 months of the new fiscal year.

There are two reasons for this. First, with such a burst of hiring facing the Citywide organization during the next year, it is even harder than usual to guess which positions will remain vacant for a protracted period. Second, departments will no longer face the fiscal constraint of knowing they must leave vacant at least some of their authorized positions in order to achieve required vacancy savings. Instead, with no required vacancy savings target in their divisions with personnel costs, they will have a fiscal incentive to fill every position as rapidly as possible in order to deliver the service levels that Measure E and the rest of the General Fund make possible for the Oxnard community.

From the City Council's overall fiscal management perspective, though, it is obviously unrealistic in the aggregate, across the entire General Fund, to assume that every authorized position will be filled on July 1, 2021 and remain filled through June 30, 2022. Experience teaches that the City always has a significant percentage of authorized but vacant positions at any given time, due to retirements, promotions, jobs taken elsewhere, new hires not making it through probation, other employees being terminated, etc.

Over the last six years every time the City has conducted a manual count of vacant positions (the current ERP software does not have a position control module, let alone automated reporting on vacancies), the overall vacancy rate has always been at least 10 percent.

The increased organizational emphasis on recruiting highlighted in the City Manager's Budget Message leads the Finance Department to conclude that a reasonable vacancy rate assumption for the General Fund during FY 2021-22 is 9 percent. The salary and benefit savings versus appropriations resulting from this assumption are shown "below the line" on slide

4, implying a projected ending fund balance for the General Fund at June 30, 2022 of \$32.2 million, or 16.0 percent of proposed expenditures plus transfers out.

As noted above, City Council policy is for a General Fund reserve (available ending fund balance) of 12 percent.

Measure O Fund (104)

The Measure O Fund table (slide 5 in the accompanying PowerPoint presentation) provides detail. Totals in the text below may not add due to rounding. Highlights include:

Revenues: FY 2021-22 revenue from the Measure O half-cent sales (transactions and use) tax is projected at \$17.3 million -- one-third of projected Measure E revenues of \$51.9 million, as described above. Adding \$0.1 million of interest income and the annual \$1.9 million repayment by the General Fund for the 2015 loan made by the Measure O Fund produces total projected revenue of \$19.3 million for the budget year.

Expenditures: FY 2021-22 expenditures from the Measure O Fund are proposed at \$18.1 million, representing a continuation of programs previously funded by Measure O. Details are explained in the City Manager's Budget Message in the FY 2021-22 Proposed Budget document.

Available Fund Balance: The FY 2020-21 projected available fund balance at the end of this month is \$5.8 million. Projected revenues in FY 2021-22 of \$19.3 million less proposed expenditures of \$18.1 million imply a positive net operating margin of \$1.2 million for the budget year. Adding the positive net operating margin of \$1.2 million to the projected beginning available fund balance of \$5.8 million yields a projected ending available fund balance at June 30, 2022 of \$7.0 million.

Water Fund

The Water Fund table (slide 6 in the attached PowerPoint presentation) provides detail. Totals in the text below may not add due to rounding. Highlights include:

Revenues: FY 2021-22 Water Fund revenues are projected to total \$67.6 million, most of which are utility fees from users. An additional \$2.1 million of revenue from the General Fund is projected as a result of the repayment of Infrastructure Use Fees; see "General Fund" discussion above.

Expenditures: FY 2021-22 Water Fund expenditures are proposed at \$92.0 million, including \$23.2 million of CIP projects -- most of which is reflected in the "Services and Supplies" budget line, because most of the CIP will be spent on contract services.

Available Fund Balance: The FY 2020-21 projected available fund balance at the end of this month is \$67.6 million across all the subfunds that constitute the larger Water Fund, including subfunds with restricted revenue sources like bond proceeds and AB 1600 development impact fees that cannot be used for operations. Projected revenues in FY 2021-22 of (coincidentally) \$67.6 million less proposed expenditures of \$92.0 million imply a negative net operating margin of (\$24.4) million for the budget year. Adding the negative net operating margin of (\$24.4) million to the projected beginning available fund balance of \$67.6 million yields a projected ending available fund balance at June 30, 2022 of \$43.2 million, which represents 47 percent of annual expenditures. The City Council policy target for available fund balance is 25 percent.

Wastewater Fund

The Wastewater Fund table (slide 7 in the attached PowerPoint presentation) provides detail. Totals in the text below may not add due to rounding. Highlights include:

Revenues: FY 2021-22 Wastewater Fund revenues are projected to total \$72.3 million, excluding the \$27.1 million intrafund transfer between Wastewater Treatment and Wastewater Collection, which is required for City Council budget appropriation purposes, but has no effect on the overall Wastewater Fund. Almost two-thirds of Wastewater Fund

revenue is from utility fees paid by users. Another one-third comes from the State Water Resources Control Board in the form of grants or loans for specific CIP projects. And, as with the Water Fund, an additional \$1.5 million of revenue from the General Fund is projected as a result of the repayment of Infrastructure Use Fees; see "General Fund" discussion above.

Expenditures: FY 2021-22 Wastewater Fund expenditures are proposed at \$64.4 million, excluding once again the \$27.1 million intrafund transfer described in the paragraph immediately above. but including \$25.3 million of CIP projects -- most of which is reflected in the "Services and Supplies" budget line, because most of the CIP will be spent on contract services, just like in the Water Fund.

Available Fund Balance: The FY 2020-21 projected available fund balance at the end of this month is \$58.0 million across all the subfunds that constitute the larger Wastewater Fund, including subfunds with restricted revenue sources like bond proceeds and AB 1600 development impact fees that cannot be used for operations. Excluding the \$27.1 million intrafund transfer, projected revenues in FY 2021-22 of \$72.3 million less proposed expenditures of \$64.4 million imply a positive net operating margin of \$7.9 million for the budget year. Adding the positive net operating margin of \$7.9 million to the projected beginning available fund balance of \$58.0 million yields a projected ending available fund balance at June 30, 2022 of \$65.9 million across all subfunds, which arithmetically represents just over 100 percent of annual expenditures excluding the intrafund transfer -- although, again, not all of those reserves are available for operating purposes. The City Council policy target for available fund balance is 25 percent, which has been exceeded due to the City's recent success in securing grants and low-interest loans from the State to pay for wastewater capital improvement projects. Furthermore, that fund balance will be used to pay for the longer-range capital improvement program required by the wastewater enterprise.

Environmental Resources Fund

The Environmental Resources Fund table (slide 10 in the attached PowerPoint presentation) provides detail. Totals in the text below may not add due to rounding. Highlights include:

Revenues: FY 2021-22 Environmental Resources Fund revenues are projected to total \$51.4 million. Nearly all of the revenue is paid by users via utility fees. As with the Water Fund and the Wastewater Fund, an additional \$1.4 million of revenue from the General Fund is projected as a result of the repayment of Infrastructure Use Fees; see "General Fund" discussion above.

Expenditures: FY 2021-22 Environmental Resources Fund expenditures are proposed at \$63.3 million, including \$6.3 million of CIP projects -- most of which is reflected in the "Services and Supplies" budget line, because most of the CIP will be spent on contract services, just like in the Water Fund and the Wastewater Fund.

Available Fund Balance: The FY 2020-21 projected available fund balance at the end of this month is \$33.0 million. Projected revenues in FY 2021-22 of \$51.4 million less proposed expenditures of \$63.3 million imply a negative net operating margin of (\$11.9) million for the budget year. Adding the negative net operating margin of (\$11.9) million to the projected beginning available fund balance of \$33.0 million yields a projected ending available fund balance at June 30, 2022 of \$21.1 million, which represents 33 percent of annual expenditures. The City Council policy target for available fund balance is 25 percent.

STRATEGIC PRIORITIES

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

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

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

FINANCIAL IMPACT

Conducting this public hearing on the budget does not have a financial impact until such time as the City Council adopts the FY 2021-22 Budget, which is scheduled for June 29, 2021.

The budget document is scheduled to be published on the City's website by the close of business, Wednesday, June 9, 2021, at <https://www.oxnard.org/city-department/finance/city-budget-documents/>

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I, Kevin Riper, Chief Financial Officer, Beth Vo, Budget Manager

ATTACHMENTS

1. FY21-22_Budget Book Cover with link info (1)
2. FY 2021-22 Budget Public Hearing Presentation (DRAFT 6.8.21).pptx (1) (3)

Full Document is available on the City of Oxnard website:
<http://www.oxnard.org/city-department/finance/city-budget-documents/>



PROPOSED BUDGET FISCAL YEAR 2021-2022

FINANCE DEPARTMENT

2021-2022 Budget Presentation

PUBLIC HEARING
JUNE 15, 2021

Presentation to City Council

Kevin Riper, Chief Financial Officer

That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2021-22 proposed budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 29, 2021.

GENERAL FUND (101) REVENUES (IN MILLIONS)

3

	FY20-21 Adopted Budget	FY20-21 Year-End Estimates	FY21-22 Proposed Budget	\$ Change FY22 Proposed vs. FY21 Adopted	% Change
Beginning Available Fund Balance, July 1, 2020	11.53	\$12.8	\$20.8		
Revenues:					
01-PROPERTY TAX	61.2	61.2	63.5	2.3	3.7%
02A-SALES TAX - MEASURE E	0.0	11.5	51.9	51.9	
02-SALES TAX	29.9	34.4	36.6	6.7	22.3%
03-FRANCHISES	3.8	3.8	3.9	0.1	1.6%
04-BUSINESS LICENSE TAX	5.9	5.6	6.3	0.4	6.7%
05-TRANSIENT OCCUPANCY TAX	4.8	3.5	4.6	-0.2	-5.2%
06-DEED TRANSFER TAX	0.7	0.7	0.7	0.0	2.0%
07-BLDG FEES/PERMITS	1.8	2.1	1.7	-0.2	-8.6%
08-INTERGOVERNMENTAL	2.1	6.1	2.3	0.2	7.5%
09-FEES/CHARGES	7.1	8.2	11.2	4.1	57.4%
10-FINES/FORFEITURES	2.7	2.2	2.5	-0.2	-6.1%
12-INDIRECT COST REIMB	8.0	7.7	8.3	0.3	3.7%
13-INTEREST	0.3	0.6	1.3	1.0	331.8%
15-TRANSFERS IN	3.4	3.4	3.3	-0.1	-3.2%
16-OTHER REVENUE	2.8	2.5	2.9	0.1	4.2%
17-SPECIAL ASSESSMENTS	0.3	0.3	0.3	0.0	-9.0%
Total Revenues	135.0	154.0	201.2	66.2	49.0%

Totals may not add due to rounding.

GENERAL FUND (101) PROFORMA (IN MILLIONS) cont.'

4

	FY20-21 Adopted Budget	FY20-21 Year-End Estimates	FY21-22 Proposed Budget	\$ Change FY22 Proposed vs. FY21 Adopted	% Change
Beginning Available Fund Balance, July 1, 2020	11.53	\$12.8	\$20.8		
Expenditures by Department:					
CCS - LIBRARY	4.0	3.9	4.8	0.8	19.1%
CCS - RECREATION	6.6	5.7	8.8	2.2	33.9%
CITY ATTORNEY	2.0	2.1	2.7	0.6	31.6%
CITY CLERK	0.7	0.7	0.7	-0.1	-10.6%
CITY COUNCIL	0.5	0.5	0.6	0.1	26.2%
CITY MANAGER	1.9	1.9	2.5	0.6	28.9%
COMMUNITY DEVELOPMENT	9.8	11.8	12.9	3.0	31.0%
DEPARTMENT OF BILLING & LICENSING	1.2	1.2	1.5	0.2	18.5%
FINANCE	5.1	5.4	6.8	1.7	33.4%
FIRE	20.5	23.8	31.6	11.1	53.9%
HOUSING	0.4	0.4	2.2	1.8	480.5%
HUMAN RESOURCES	2.7	2.7	3.4	0.7	25.1%
NON-DEPARTMENTAL	10.0	13.0	24.2	14.2	142.1%
POLICE	62.8	61.3	70.8	8.0	12.7%
PW - ADMINISTRATIVE SERVICES	0.2	0.2	0.2	0.0	2.4%
PW - CONSTRUCTION AND DESIGN SERVICES	2.4	2.4	3.1	0.7	30.3%
PW - GENERAL SERVICES	7.3	7.0	20.4	13.1	178.9%
PW - TRAFFIC ENG. & OPERATIONS	2.5	2.0	3.7	1.2	48.6%
Total Expenditures	140.8	145.9	200.8	60.0	42.6%
Net Annual Activity	-5.8	8.0	0.4		
Projected CIP Carryover to FY 2022-23			1.8		
Projected 9% Vacancy Savings			9.2		
Projected Ending Available Fund Balance, June 30, 2021	\$5.7	\$20.8	\$32.2		
Fund Balance as % of Expenditures	4.0%	14.3%	16%		

Totals may not add due to rounding.

MEASURE O (FUND 104) PROFORMA (IN MILLIONS)

5

	FY20/21 Adopted Budget	FY20/21 YE Estimates	FY 21/22 Proposed Budget	\$ Change FY22 Proposed vs. FY21 Adopted
Audited Undesignated Beginning Fund Balance	\$4.6	\$9.4	\$5.8	
Revenues:				
Half Cent Sales Tax	13.2	16.6	17.3	4.2
General Fund Loan Payment	1.9	1.9	1.9	.
Interest Income	.2	.1	.1	-.1
Total Revenues	15.2	18.6	19.3	4.1
Expenditures by Category:				
Other Community Improvements	1.5	3.3	1.5	.
Parks & Open Spaces	3.	3.8	3.1	.1
Public Safety & Gang Prevention	10.8	12.8	11.4	.5
Traffic & Road Improvements	2.2	2.2	2.2	.
Total Expenditures	17.5	22.1	18.1	.6
Net Annual Activity	-2.2	-3.5	1.2	
FY20-21 Mid Year Augmentation		.		
Carryover (One-Time Projects) to FY21-22	4.8	.1		
Projected Ending Fund Balance, June 30	2.4	5.8	7.0	
% of Fund Balance	13.75%	26.1%	38.4%	

Totals may not add due to rounding.

WATER FUNDS PROFORMA (IN MILLIONS)

6

				\$ Change FY22	
	FY20-21 Adopted Budget	FY20-21 Year-End Estimates	FY21-22 Proposed Budget	Proposed vs. FY21 Adopted	% Change
Beginning Available Fund Balance, July 1, 2020	\$36.0	\$54.5	\$67.6		
Revenues:					
09-FEES/CHARGES	61.9	60.7	62.1	0.2	0.3%
10-FINES/FORFEITURES	0.5	0.1	0.5	0.0	0.0%
13-INTEREST	3.0	2.5	2.6	-0.4	-13.1%
15-TRANSFERS IN	1.4	1.4	0.2	-1.2	-88.2%
PROCEEDS - SALE OF BONDS	16.8	16.8	0.0	-16.8	-100.0%
INFRASTRUCTURE USE FEE REPAYMENT	0.0	2.1	2.1	2.1	0.0%
16-OTHER REVENUE	0.1	0.1	0.0	-0.1	-53.8%
Total Revenues	83.7	83.8	67.6	-16.1	-19.3%
Expenditures by Type:					
1-PERSONNEL	8.4	7.6	10.2	1.8	21.6%
2-OTHER O&M EXPENSE	61.2	38.9	63.7	2.5	4.1%
3-DEBT SERVICE	14.1	14.1	13.0	-1.1	-7.8%
4-CAPITAL OUTLAY	1.3	6.6	1.2	-0.1	-5.5%
5-TRANSFERS OUT	0.0	0.0	0.0	0.0	0.0%
6-INTERNAL FIXED CHARGES	3.5	3.4	4.0	0.5	14.6%
Total Expenditures	88.3	70.6	92.0	3.7	4.2%
Net Annual Activity	-4.6	13.1	-24.4		
Projected Ending Available Fund Balance, June 30, 2021	31.4	67.6	43.2		

Totals may not add due to rounding.

WASTEWATER FUNDS PROFORMA (IN MILLIONS)

7

	FY20-21 Adopted Budget	FY20-21 Year-End Estimates	FY21-22 Proposed Budget	\$ Change FY22 Proposed vs. FY21 Adopted	% Change
Beginning Available Fund Balance, July 1, 2020	\$42.4	\$46.7	\$58.0		
Revenues:					
09-FEES/CHARGES	46.5	46.9	47.7	1.1	2.5%
10-FINES/FORFEITURES	0.5	0.1	0.0	-0.5	-100.0%
13-INTEREST	0.6	0.5	0.5	-0.1	-10.6%
16-OTHER REVENUE	0.0	0.0	0.0	0.0	-100.0%
PROCEEDS - SALE OF BONDS / LOAN	28.7	2.6	22.6	-6.1	-21.3%
INFRASTRUCTURE USE FEE REPAYMENT	0.0	1.5	1.5	1.5	
Total Revenues *	76.4	51.7	72.3	-4.1	-5.3%
Expenditures by Type:					
1-PERSONNEL	10.0	9.0	10.7	0.7	6.7%
2-OTHER O&M EXPENSE	51.4	16.3	38.6	-12.8	-25.0%
3-DEBT SERVICE	9.4	9.5	9.4	0.0	0.0%
4-CAPITAL OUTLAY	2.2	3.3	2.9	0.7	33.8%
5-TRANSFERS OUT	0.0	0.0	0.0	0.0	
6-INTERNAL FIXED CHARGES	2.3	2.3	2.8	0.4	18.2%
Total Expenditures *	75.4	40.4	64.4	-11.0	0.0
Net Annual Activity	1.	11.3	7.9		
Projected Ending Available Fund Balance, June 30, 2021	43.4	58.0	65.9		

Totals may not add due to rounding.

ENVIRONMENTAL RESOURCES FUNDS PROFORMA (IN MILLIONS)

8

				\$ Change FY22	
	FY20-21 Adopted Budget	FY20-21 Year-End Estimates	FY21-22 Proposed Budget	Proposed vs. FY21 Adopted	% Change
Beginning Available Fund Balance, July 1, 2020	\$32.06	\$34.2	\$33.0		
Revenues:					
08-INTERGOVERNMENTAL	0.1	0.1	0.0	-0.1	-100.0%
09-FEES/CHARGES	51.1	51.2	49.5	-1.6	-3.2%
10-FINES/FORFEITURES	0.3	0.1	0.3	0.0	0.0%
13-INTEREST	0.5	0.3	0.3	-0.2	-36.0%
INFRASTRUCTURE USE FEE REPAYMENT	0.0	1.4	1.4	1.4	
16-OTHER REVENUE	0.0	0.0	0.0	0.0	0.0%
Total Revenues	51.9	53.1	51.4	-0.5	-0.9%
Expenditures by Type:					
1-PERSONNEL	20.2	19.5	22.6	2.4	12.1%
2-OTHER O&M EXPENSE	31.3	24.0	29.3	-2.1	-6.6%
3-DEBT SERVICE	0.6	0.6	2.1	1.6	275.8%
4-CAPITAL OUTLAY	2.1	3.4	0.7	-1.5	-68.8%
5-TRANSFERS OUT	0.0	0.1	0.1	0.1	
6-INTERNAL FIXED CHARGES	7.7	6.7	8.5	0.9	11.2%
Total Expenditures	61.9	54.3	63.3	1.4	2.3%
Net Annual Activity	-10.	-1.2	-11.9		
Projected Ending Available Fund Balance, June 30, 2021	22.1	33.0	21.1		

Totals may not add due to rounding.

That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2021-22 proposed budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 29, 2021.



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.3

DATE: June 15, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for Fiscal Year 2021-22 within the City's Landscape Maintenance Districts. (0/5/5)

RECOMMENDATION

That the City Council, acting as the legislative body for the City of Oxnard's (City) Landscape Maintenance Districts (LMDs), approve and authorize:

1. Holding of a public hearing to receive public testimony regarding the proposed Fiscal Year 2021-22 assessments in the City's LMDs; and
 2. Adopting a resolution approving the Fiscal Year 2021-22 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2021-22 within the City's LMDs pursuant to the Landscaping and Lighting Act of 1972.
- (Finance and Governance Committee approved 3-0).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/snBs2SaFP-s>

BACKGROUND

On June 1, 2021, City Council adopted Resolution No. 15,454 which initiated proceedings and Resolution No. 15,455 declared an intention to levy assessments for Fiscal Year 2021-22, preliminarily approved the Consolidated Engineer's Report for the 36 LMDs, and set a public hearing for June 15, 2021.

DISCUSSION

With the assistance of NBS, the City's special districts consultant, staff has calculated assessment rates and expenditures for maintenance of public landscaping in the City's thirty-six (36) LMDs. Following the City Council's action at the public hearing on June 1, 2021, the assessment data will be delivered to the Ventura County Auditor-Controller's Office and processed for the collection of assessments in Fiscal Year 2021-22. This action must take place prior to July 6, 2021.

General Benefit

As presented to Council on June 1, 2021, the general benefit is an overall benefit to the public at large resulting from the maintenance activities to be provided by the special taxes levied in the LMDs. The improvements to be maintained by the LMD are located within the LMD boundaries.

The landscaping, tree and park improvements provide aesthetic, safety and economic benefits to the property within the

LMD, but it is recognized that the ongoing LMD maintenance activities will also provide a level of benefit to some property within proximity to the LMD, as well as visitors and individuals passing through the LMD. Traffic from property within and outside of the LMD as well as individuals passing through the LMD area will be able to utilize the park improvements and view the maintained landscaping and trees.

As a result of the maintenance and operation of the authorized improvements, there will be a level of general benefit to people that do not live in or intend to conduct business within the LMDs. In order for property within the LMDs to be assessed only for that portion of special benefits received from the LMDs maintenance activities, general benefits provided by the ongoing maintenance of the improvements need to be quantified. The amount of general benefit that is provided from the LMDs maintenance activities cannot be funded via property owners' assessments.

Utility Caps and General Fund Contributions

A number of LMDs were created with utility caps which limits the percentage by which a district's utilities can be increased each year. Regardless of utility rate or usage increases, the districts may only increase their utilities based on the formula set forth in their formation documents. For example, if the utility rates increase 10% in one year, but the district is limited to a 5% increase, then the district would require a 5% contribution from the general fund to meet their utility needs.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total Fiscal Year 2021-22 General Fund contribution to the LMDs is estimated to be \$226,051 of which \$76,734 for general benefit contribution of the districts and \$149,317 of the General Fund share of utility overage for total of \$226,051. The total Fiscal Year 2021-22 General Fund contribution is estimated to be approximately \$226,051 for the City's LMDs and has been included in the Proposed Budget for FY 2021-22 as a transfer out contribution to LMDs (account 101-1002-808-87-14) from the General Fund.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on May 25, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Resolution Approving the Engineer's Report and Levy FY 21-22 (2)
2. Oxnard LMD Engineers Report 21-22_Final Public Hearing
3. FY21-22-Agreement for Billing of Direct Assessments
4. LMDS Questions and Answers Public Comments (2)
5. Oxnard LMD Levy Comparison FY 21-22
6. Special Districts Map_Legend
7. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2021-2022 WITHIN THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on June 1, 2021, City Council adopted Resolution No. 15,455, declaring its intention to levy and collect assessments for Fiscal Year 2021-2022 within the City's Landscape Maintenance Districts (the "Districts"), the listing of which are included in this Resolution as Exhibit A, pursuant to the provision of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code*, in order to pay the costs of maintaining the improvements therein; and

WHEREAS, Resolution No. 15,454 set a public hearing for June 15, 2021, on the levy of the proposed assessments; and

WHEREAS, NBS has filed with the City Clerk the Annual Engineer's Report (the "Engineer's Report") concerning the cost of maintaining the improvements in such Districts for Fiscal Year 2021-2022 and this City Council is satisfied with all matters as contained in the Engineer's Report as now submitted for final consideration and approval; and

WHEREAS, notice of said hearing was given pursuant to Section 22626 and duly published as required by Sections 22552 and 22553 of said Code; and

WHEREAS, said Public Hearing was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

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

1. The City Council approves the Engineer's Report
2. A full and detailed description of the 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. The assessment proposed in the Engineer's Report and its accompanying diagram, on file with the City Clerk, are confirmed.
3. The City Council hereby orders the improvements, maintenance and services to be performed as described in the Engineer's Report.

4. The adoption of this resolution shall constitute the levy of assessments for Fiscal Year 2021-2022 within the Districts.

5. The City Clerk or their designee is hereby authorized and directed to file the assessments with the Ventura County Auditor upon adoption of this resolution.

PASSED AND ADOPTED this 15th day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD

LANDSCAPE MAINTENANCE DISTRICT LISTING

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 3 (River Ridge)	March 18, 1986	8983
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. 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
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 2018-19.

CITY OF OXNARD

Fiscal Year 2021/22 Consolidated Engineer's Report For:

Landscape Maintenance Districts

May 2021

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

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1. ENGINEERS LETTER

WHEREAS, on June 1, 2021 the City Council of the City of Oxnard (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act") adopted its Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and ordered the preparation of an Engineer's Report for the City's Landscape Maintenance Districts (the "Districts") for Fiscal Year 2021/22.

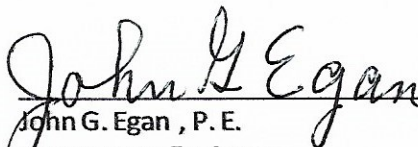
WHEREAS, the Resolution Initiating Proceedings directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, and an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2021/22. The report includes the diagrams for the Districts, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the Districts in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the Districts in proportion to the special benefit received. The breakout by District is shown on the following pages.

District	Total 2021/22 Levy Amount ¹
Landscaping and Lighting Assessment Districts (1972 Act) Listed in this Engineer's Report	\$1,603,521.07

(1) The Total 2021/22 Levy Amount includes may differ slightly from the Assessment Rolls attached as appendices in this report due to rounding adjustments required for County Tax Roll submission.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Oxnard at the time of District formation.


John G. Egan, P. E.
Assessment Engineer



The following table shows the anticipated 2021/22 levy, the actual assessment rate per parcel/benefit unit/acre being levied and the maximum assessment rate per parcel/benefit unit allowed.

District	2021/22 Levy Amount	2021/22 Actual Rate ⁽³⁾	2021/22 Maximum Rate
LMD No. 3 (River Ridge)	\$84,035.76	\$162.86	\$162.86
LMD No. 10 (Country Club Estates)	24,076.08	157.36	157.36
LMD No. 11 (St. Tropez)	6,990.26	84.22	84.22
LMD No. 12 (Standard Pacific)	22,394.10	87.82	87.82
LMD No. 13 (Le Village)	18,044.80	112.78	112.78
LMD No. 14 (California Cove)	36,692.96	173.08	173.08
LMD No. 16 (California Lighthouse)	19,551.70	73.78	73.78
LMD No. 23 (Greystone)	5,587.60	91.60	91.60
LMD No. 24 (Vineyards)	18,300.00	183.00	183.00
LMD No. 25 (The Pointe)	23,798.88	110.18	110.18
LMD No. 27 (Rose Island)	20,771.50	415.43	415.44
LMD No. 28 (Harborside)	38,272.55	107.81	269.09
LMD No. 30 (Haas Automation)	11,441.33	128.96	623.50
LMD No. 31 (Rancho De La Rosa)	87,705.86	376.42	376.42
LMD No. 32 (Oak Park)	3,726.81	138.03	998.86
LMD No. 33 (El Paseo)	65,204.20	343.18	343.19
LMD No. 34 (Sunrise Pointe & Sunset Cove)	67,739.49	248.13	248.13
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	97,897.80	296.66	496.20
LMD No. 37 (Pacific Breeze)	8,883.35	74.65	306.81
LMD No. 38 (Aldea Del Mar)	108,947.58	370.57	405.99
LMD No. 39 (Promesa/Sueno)	100,540.72	561.68	1,048.53
LMD No. 39 (DR Horton/Seawinds)	34,670.35	533.39	993.77
LMD No. 40 (Cantada)	42,828.13	379.01	745.99
LMD No. 41 (Pacific Cove)	44,193.60	368.28	637.07
LMD No. 42 (Cantabria & Coronado)	10,186.87	51.71	955.49
LMD No. 43 (Greenbelt) ⁽¹⁾	113,821.78	varies	varies
LMD No. 46 (Daily Ranch) ⁽²⁾	178,804.93	varies	varies
LMD No. 47 (Sycamore Place)	30,700.38	276.58	638.62
LMD No. 49 (Cameron Ranch)	19,412.75	554.65	554.65
LMD No. 50 (Pleasant Valley Senior Housing)	24,523.80	408.73	408.75
LMD No. 51 (Pfeiler)	105,739.77	482.83	648.65
LMD No. 52 (Wingfield)	10,212.68	51.32	396.11
LMD No. 53 (Huff Court)	3,775.92	471.99	472.01
LMD No. 54 (Meadowcrest Villas)	12,080.00	241.60	463.58

District	2021/22 Levy Amount	2021/22 Actual Rate ⁽³⁾	2021/22 Maximum Rate
LMD No. 55 (Wingfield West)	30,997.23	756.03	756.09
LMD No. 58 (Westwind)	29,047.20	186.20	470.63
LMD No. 60 (Artisan)	41,922.35	41,922.35	63,803.73
Total	\$1,603,521.07		

- (1) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit. Refer to the Assessment Roll in Section 9 for the 2021/22 Actual Rates by Zone.
- (2) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C- \$714.13/unit. The City pays for the maintenance of the Area D improvements, which have been removed from the LMD. Refer to the Assessment Roll in Section 9 for the 2021/22 Actual Rates by Area.
- (3) The 2021/22 Actual Rate will be rounded down to the nearest even penny. The 2021/22 Levy Amount may differ slightly from the Assessment Roll and final applied levy amounts due to rounding.

2. INTRODUCTION

2.1 Background

The City incorporated in 1903. Currently, the incorporated limits of the City include approximately 25 square miles. The City is located on the shores of the Pacific Ocean in the western portion of Ventura County. The City enjoys direct access to U.S. 101 Freeway and Pacific Coast Highway 1. The City is the largest City in Ventura County with a population of just over 200,000, accounting for approximately twenty-four percent (24%) of the County's population¹.

The City has utilized special financing districts as development has occurred within Oxnard. More specifically, the City has utilized assessment districts as a financing mechanism to help fund the ongoing maintenance of various public improvements within these developments, along with providing various types of maintenance services.

The City has used assessment districts for several decades, and industry best practices in managing such districts have changed substantially during that time. In the past twenty (20) years alone, there have been various legislative and judicial changes to assessment districts that impact the way the City should manage its Districts in today's legal landscape.

2.2 Process for Annual Assessment

As required by the procedures specified in the 1972 Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Districts.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally, describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicate the general location of the district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the resolution of intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment.

3. PLANS AND SPECIFICATIONS

The Districts provide for the continued administration, maintenance, operation, and servicing of various improvements located within the public rights-of-way and dedicated easements benefiting the Districts. The following provides the general description of the improvements maintained by the Districts. Please note, the improvements authorized to be maintained are District-specific and vary between the Districts. Please refer to the District 1998/99 or formation Engineer's Report referenced in Section 10.7 for the specific authorized improvements.

3.1 Description of Boundaries of the Districts

A table listing each of the Districts and the general locations and boundaries, based on the assessment diagrams approved at formation of the Districts, as confirmed by a boundary audit can be found in Section 10.1.

3.2 Description of Improvements and Services

A detailed description of each of the Districts and description of services can be found in Section 10.2 and the general location of the improvements can be found in Section 10.3 of this Report. Please refer to the District 1998/99 or formation Engineer's Report referenced in Section 10.7 for the District specific description of authorized improvements and services.

The improvements are generally described as: the construction, operation, maintenance and servicing of landscaping, lighting and appurtenant facilities including, but not limited to, personnel, electrical energy, utilities such as water and gas, materials, contracting services, and other items necessary for the satisfactory operation of these services described as follows:

The improvements authorized to be maintained are District-specific and vary between the Districts, the improvements provided 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, 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, 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.

3.2.1 LANDSCAPING IMPROVEMENTS

The overall appeal and safety of an area is enhanced when landscaping improvements are in place and kept in a healthy and satisfactory condition. In addition, aesthetically pleasing landscaping welcomes users to walkways. Conversely, appeal and safety decreases when landscaping is overgrown, unsafe or destroyed by the elements or vandalism.

Landscaping improvements were installed along the roadways of each District in order to create a common theme and neighborhood identity for parcels. Landscaping may include, ground cover, turf and mulch, trees, shrubs and landscape up-lighting and sprinkler, irrigation, and drainage systems, and may include sidewalk and hardscape improvements along the landscaping.

3.2.2 STREET TREE IMPROVEMENTS

Street tree improvements were installed along the roadways of each District in order to create a common theme and neighborhood identity for parcels. Aesthetically pleasing street trees welcomes users to walkways, and shade tree canopies encourages use even during the hottest times of the year.

3.2.3 PARKS IMPROVEMENTS

Park facilities enhance the overall quality of an area and are an important component of complete and sustainable neighborhoods. The parks within the Districts, when included, offer both active and passive recreational opportunities: a place to play, exercise, spend time with neighbors, or to relax. The parks within the Districts are developed and maintained to appeal to all age groups and interests and promote a healthy community. Recreation and park facilities have proven to be a potent factor in maintaining a high standard of livability in the community.

There are two types of parks within the Districts: mini parks and neighborhood parks. Mini parks are intended to serve a limited population within a short radius (usually less than one-third of a mile) and neighborhood parks are intended to be easily accessible to local residents and designed to serve the surrounding neighborhood.² Park improvements vary by park, and may include landscape and open space, playground structures, exercise stations, restrooms, benches, picnic tables, and litter receptacles.

3.2.4 OVERHEAD

In addition to the actual costs of maintaining the improvements mentioned above, the City will incur costs for staff time and expenses directly related to the administration and management of the Districts. Staff time includes the oversight and coordination of both City and contractor provided services, creation of an annual engineer's report and resolutions, tax roll preparation, and placing the assessment amounts onto the County tax roll, along with responding to property owner inquiries. The management of the Districts, including the related use of consultants and the County, confer solely a special benefit to the Districts and no general benefit as may be the case with the improvements.

3.3 Location of Improvements

In Fiscal Year 2017/18 improvements along major traffic corridors were removed from the Districts and responsibility for their maintenance was transferred to the City. Refer to Section 10.3 for the updated maps showing the approximate location (for reference only – many not include all) of the authorized improvements applicable to each District, including landscaping, parks, trees, and sidewalks to be maintained by the Districts.

4. BENEFITS FROM IMPROVEMENTS

4.1 Special Benefits Identified

The improvements are expected to confer certain special benefits to parcels within each applicable District. The special benefits created by the improvements, which apply to the Districts as well as to properties outside the Districts and the public at large, may include the following:

Improved Aesthetics:

Street landscaping improvements improve the livability, commercial activity, appearance, and desirability for properties within each applicable District. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements within each applicable District. According to the Victoria Transport Policy Institute (2011), streetscapes have a significant effect on how people view and interact with their community. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity, and attract residents and visitors to the community³.

The park improvements provide beautification, shade, and enhancement to properties, which creates a sense of community for the parcels within each applicable District. The overall appeal and desirability of an area is enhanced when public parks and recreational facilities are in place, improved, operable, safe, clean, and maintained. Conversely, appeal and desirability decrease when park and recreational facilities are unsafe or destroyed by the elements or vandalism. According to The Trust for Public Land, Corporate CEOs say that employee quality of life is the third most important factor in locating new businesses⁴.

Increased Safety

Safety for pedestrians involves not only a degree of protection from vehicular accidents, but also from criminal activity. Well maintained areas mitigate crime, especially vandalism, and enhance pedestrian safety. A recent study found that after landscape improvements were installed, there was a 46% decrease in crash rates across urban arterial and highway sites and a second study reviewed found a 5% to 20% reduction in mid-block crashes after trees and planters in urban arterial roads were put in place. In addition, there is less graffiti, vandalism, and littering in outdoor spaces with natural landscapes than in comparable plant-less spaces⁵. The Victoria Transport Policy Institute has found that streetscapes reduce traffic speeds and when combined with improved pedestrian crossing conditions can significantly reduce collisions⁶.

Economic Activity

Well maintained street landscape improvements not only make adjacent properties appear more stable and prosperous but can spur investment in the property. According to the Federal Highway Administration, landscaped sidewalks create an inviting place for customers to shop and do business⁷.

Parks attract both businesses and residents to communities. Making neighborhoods more friendly and enjoyable increases home ownership, creates jobs, and promotes positive consumer behavior. The desirability of properties for development increases based on the parcel's proximity to parks, sidewalks and trails⁸.

4.2 District-Exclusive Special Benefits Identified

Based on the location and improvement types, the following special benefits are exclusive to the properties and residents/visitors within the Districts.

Improved Air Quality

Plants, shrubs and turf remove pollutants from the air including smoke and dust⁹. Residents within the Districts directly benefit from the trees inside of and surrounding their communities. One tree can remove an estimated 26 pounds of carbon dioxide annually from the atmosphere¹⁰.

Traffic Screen

Landscaping creates a barrier between properties within the District and the exterior streets, offering privacy and reducing street/traffic noise and headlight glare¹¹.

Conserve Natural Resources

Trees shading homes reduce temperatures and further allow for air conditioning units to run more efficiently¹². According to the California Energy Commission: "Planting the correct trees, shrubs, vines and groundcover can make your home both warmer in the winter and cooler in the summer. In fact, the right type of tree can reduce your summer cooling costs by 20 to 40 percent!"¹³

Increased Job Satisfaction and Productivity

Studies have shown that employees with views of landscaping have greater satisfaction than those with no view. Also, psychologists have found that workers with access to plants and landscaping tend to be more productive¹⁴.

Increased Community Appeal

Cohesive landscaping increases the appeal of a community. Park and streets trees have been perceived to have high value (second only to education) of services offered by a municipality¹⁵.

Overall Livability

As a result of the collective improvements being maintained, the overall livability within each District will increase. The Victoria Transport Policy Institute expands on the concept of livability and the various benefits associated with that designation:

*"The livability of an area increases property desirability and business activity. Livability is largely affected by conditions in the public realm, places where people naturally interact with each other and their community, including: streets, parks, transportation terminals and other public facilities. Livability also refers to the environmental and social quality of an area as perceived by employees, customers and visitors. This includes local environmental conditions, the quality of social interactions, opportunities for recreation and entertainment, aesthetics, and existence of unique cultural and environmental resources."*¹⁶

4.3 General Benefits Identified

General benefit is an overall and similar benefit to the public at large resulting from the maintenance activities to be provided by the assessments levied. The improvements to be maintained by the District are located within the District boundaries.

The landscaping, tree and park improvements provide aesthetic, safety and economic benefits to the property within the District, but it is recognized that the ongoing District maintenance activities will also provide a level of benefit to some property within proximity to the District, as well as visitors and individuals passing through 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 park improvements and view the maintained landscaping and trees. Therefore, the general benefit created as a result of the District maintenance activities has been considered.

Benefit to Property within Proximity but Outside of the Districts (General Benefit)

The landscaping, tree and park improvements will provide a level of improved aesthetic, increased safety, and economic activity benefits to some property outside of the Districts, but within proximity to property within District's boundary. In addition, people living outside of the Districts have access to and use of the parks. Since these benefits are conferred on properties outside of the Districts, this is considered to be a general benefit.

Benefit to Pass Through Traffic and Public at Large (General Benefit)

People and vehicles traveling through the Districts may receive a level of improved aesthetic, increased safety, and economic activity benefits from the maintenance of the landscaping and tree improvements. Since these benefits are conferred on pass through traffic and the public at large, this is considered to be a general benefit.

5. QUANTIFICATION OF BENEFIT

As a result of the maintenance and operation of the authorized improvements, there will be a level of general benefit to people that do not live in or intend to conduct business within the Districts. In order for property within the Districts to be assessed only for that portion of special benefits received from the District's maintenance activities, general benefits provided by the ongoing maintenance of the improvements need to be quantified. The amount of general benefit that is provided from the District's maintenance activities cannot be funded via property owners' assessments.

5.1 Benefits from Landscaping and Street Tree Improvements

The separation of special benefits conferred to the properties in the Districts from the general benefits conferred to people or property outside the Districts corresponds to the physical location of the improvements. Based upon the location of the improvements, the improvements are categorized into one of the following categories: exterior or interior streets. The streets classified as exterior primarily include arterial and collector streets that are designed to carry pass-through traffic and internal traffic movement throughout the City. The streets classified as interior are primarily those adjacent to homes and intended to serve the local community with fewer average daily trips (ADT) than those classified as arterial and collector. For detailed traffic calculation information, see Section 10.6.

In March 2017, at the direction of the City Council, an analysis was prepared that removed the improvements on arterial (major traffic corridor) streets. Districts, which contained improvements only on arterial streets, were dissolved as of the Fiscal Year 2017/18. The improvements on exterior streets located in the remaining Districts as detailed below are only included on local and collector streets.

Exterior Streets

The streets bordering each District, categorized as exterior, are used as main access points to and from properties within the Districts in addition to providing circulation between the interior streets and the City's roadway network. The exterior streets with landscaping improvements serve not only residents in the immediate vicinity, but persons who live outside of the Districts and are passing by. The City's recent traffic studies do not identify the percentage of traffic on exterior streets which is pass-through traffic.

Before the determination and allocation of the percentage of special and general benefit for the exterior streets can be made, the estimated pass-through traffic must be computed. In lieu of having a study that identifies the pass-through traffic on exterior streets, the estimated number of trips generated by each parcel within the Districts has been calculated and analyzed in combination with the City's most recent traffic study that provides the ADT on various sections of the exterior streets throughout the City.

For each District and for only those streets with improvements authorized to be maintained, the estimated number of trips for special benefit purposes (as determined by the projected trips generated by the District parcel characteristics), was calculated on the collector streets to estimate pass-through trips. The pass-through trips are vehicles driving along the maintained streets within the District for a portion of their trips, but not residing or conducting business within the District. Adjustments to traffic counts utilized neighborhoods surrounding each District with access points on the specified collector street; based on the

trips generated by those neighborhoods averaged by the number of access points on the specified collector street.

Interior Streets

The streets within each District categorized as interior were intended to serve individual neighborhoods and not pass-through traffic. From a visual inspection of the layout of each District, one must conclude the interior streets are exclusively intended for the benefit of the parcels on such streets. There is no local street that provides a direct or efficient means of traveling from one place to another such that one would reasonably expect a driver to purposefully choose these interior streets as the best route for travel through the City unless necessary because the route either began or ended with a parcel in the District. A route beginning or ending with a parcel within the District does not include the “general public” for purposes of determining general benefit.

However, given the location to the schools, parks, and commercial properties within the City, there are bound to be drivers that make use of the interior streets to turn around or go back from where they came. Additionally, one can imagine a minimal degree of pass-through traffic even on something such as a cul-de-sac. As expressed by the Court in *Beutz v. County of Riverside* (2010), “... courts of this state have long recognized that virtually all public improvement projects provide general benefits.”. A conservative estimate of 1.00% for each improvement type would result in the general benefits derived from the street landscaping and tree improvements on local streets to be 2.00% and the special benefit is estimated to be 98.00%.

District-Exclusive Special Benefits

To account for the district-exclusive special benefits received from the improvements (Section 3.2) that are located on exterior streets, twenty percent (20%) of the improvements are excluded from the pass-through calculations.

Improved Aesthetic, Increased Safety, and Economic Activity General Benefit Percentage from Landscaping and Tree Improvements

The general benefit percentages as determined by the method outlined in the sections above have been applied (as applicable) to each street category within the Districts. The area in square feet of landscaping and count of street trees being maintained was determined after review of the City’s geospatial database and the authorized improvements as shown on the original diagrams approved at the formation of each District.

The general benefit percentage for each category of street was multiplied by the total square footage, less twenty percent (20%) for the district-exclusive special benefits, being maintained for such street category. The general benefit square footage was summed for both street categories and divided into the total square footage of all landscaping maintenance. The result is the overall improved aesthetics, increased safety, and economic activity general benefit percentage from landscaping improvements. The same method was followed to calculate the general benefit from the street tree improvements. The improved aesthetics, increased safety, and economic activity general benefit percentages from landscaping and street tree improvements for each District are shown in the table below. For each District’s specific calculation please refer to Section 10.5.

District	General Benefit from Landscaping Improvements	General Benefit from Street Tree Improvements
LMD No. 3 (River Ridge)	2.00%	2.00%
LMD No. 10 (Country Club Estates)	2.00%	2.00%
LMD No. 11 (St. Tropez)	14.13%	18.24%
LMD No. 12 (Standard Pacific)	2.00%	2.00%
LMD No. 13 (Le Village)	11.58%	11.46%
LMD No. 14 (California Cove)	7.51%	7.97%
LMD No. 16 (California Lighthouse)	28.28%	28.28%
LMD No. 23 (Greystone)	46.32%	11.04%
LMD No. 24 (Vineyards)	27.15%	8.97%
LMD No. 25 (The Pointe)	2.00%	2.00%
LMD No. 27 (Rose Island)	47.25%	39.54%
LMD No. 28 (Harborside)	2.00%	2.00%
LMD No. 30 (Haas Automation)	2.00%	2.00%
LMD No. 31 (Rancho De La Rosa)	4.77%	3.00%
LMD No. 32 (Oak Park)	2.00%	2.00%
LMD No. 33 (El Paseo)	2.00%	2.00%
LMD No. 34 (Sunrise Pointe & Sunset Cove)	2.00%	2.00%
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	16.24%	8.23%
LMD No. 37 (Pacific Breeze)	27.14%	30.38%
LMD No. 38 (Aldea Del Mar)	2.00%	2.00%
LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)	2.00%	2.00%
LMD No. 40 (Cantada)	2.00%	2.00%
LMD No. 41 (Pacific Cove)	2.00%	2.00%
LMD No. 42 (Cantabria & Coronado)	8.61%	4.83%
LMD No. 43 (Greenbelt)	2.00%	2.00%
LMD No. 46 (Daily Ranch)	2.00%	2.00%
LMD No. 47 (Sycamore Place)	2.00%	2.00%
LMD No. 49 (Cameron Ranch)	2.00%	2.00%
LMD No. 50 (Pleasant Valley Senior Housing)	44.84%	44.84%
LMD No. 51 (Pfeiler)	2.00%	2.00%
LMD No. 52 (Wingfield)	2.00%	2.00%
LMD No. 53 (Huff Court)	2.00%	2.00%
LMD No. 54 (Meadowcrest Villas)	50.70%	50.70%
LMD No. 55 (Wingfield West)	2.00%	2.00%
LMD No. 58 (Westwind)	13.94%	13.94%
LMD No. 60 (Artisan)	2.00%	2.00%

5.2 Benefits from Park Improvements

There are five Districts with park improvements included as an authorized improvement. The Districts include: LMD 32, LMD 39, LMD 46, LMD 51 and LMD 58. As a result of the maintenance and operation of the park improvements, there will be a level of improved aesthetics and economic activity general benefit conferred to people that do not live within the Districts. In order for property within each District to be assessed only for that portion of special benefits received from the District's park maintenance activities, general benefits provided by the ongoing maintenance of the improvements need to be quantified. The amount of general benefit provided from the District-specific maintenance activities cannot be funded via property owners' assessments.

There are two types of parks maintained by the Districts: Mini Parks and Neighborhood Parks. Mini Parks (also known as pocket parks) are intended to serve a limited population within a short radius (usually less than one-third of a mile) and Neighborhood Parks are intended to be easily accessible to local residents and designed to serve the surrounding neighborhood.¹⁷ The following lists the District-specific parks being maintained through the assessments.

District	Park	Acreage	Park Classification	Service Radius ¹
LMD 32	Borchard Oak Park	0.5	Mini Park	less than 0.3 miles
LMD 39/LMD 46 ²	Promesa/Sueno Park	4.0	Neighborhood Park	¼ to ½ mile
LMD 51	Pfeiler Park	3.1	Neighborhood Park	¼ to ½ mile
LMD 58	Garden City Acres Park	5.5	Neighborhood Park	¼ to ½ mile

(1) Service radius as defined in the April 2006 Background Report; defined in tables 4-28

(2) Park within LMD 39; per formation Engineer's Report LMD 46 receives a special benefit from the park and pays a proportional share of the park costs (51.78%).

Neighborhood parks, according to City standards, can range up to 10 acres. The City does not have a standard service radius for parks within the Neighborhood classification, however the National Recreation and Park Association (NRPA) has developed standards that have been traditionally applied. The most recent NRPA service radius for a Neighborhood Park is ¼ to ½ mile.¹⁸ In addition, there is a standard of ½ mile as a reasonable distance to walk to a park.¹⁹ Even though the park facilities were installed for the benefit of the residents within the Districts, and most parcels outside of the boundaries have their own park within close proximity, there will be some general benefit to those people who do not live or conduct business inside the Districts but are within the service radius listed above.

The Summary of Travel Trends, 2009 National Household Travel Survey (NHTS) prepared by the U.S. Department of Transportation Federal Highway Administration analyzed the number of person trips by various modes of transportations such as private vehicle, transit, walking or some other means of transportation. According to the Pacific Division data extracted from the 2009 NHTS database, of the annual 181,703 (in millions) total person trips, 23,399 (in millions) or 12.88% of those person trips were for social/recreational purposes (using all modes of transportation: walking, bicycle, vehicle, et.al.)²⁰.

According to the U.S. Census Bureau (2010-2014), the average household size in the City is 3.98 persons²¹. Based on this average household size, and the number of residential units within each District, the following details the number of people residing within and outside the boundaries of each applicable District with direct access to the park and within the corresponding park service radius.

LMD 32		
.3 Mile Park Population	Estimated Number of Residential Units	Estimated Number of Persons ¹
Within LMD 32	27	108
Outside LMD 32 ²	491	1,954
Total Population within .3 mile and having direct access to park	518	2,062

(1) U.S. Census Bureau (2010) average household size in the City is 3.98 persons.

(2) There are additional parcels that are within the .3-mile radius, but without direct access to the LMD 32 park (i.e. would have to cross arterial streets); these parcels have access to parks that are within a closer proximity than the LMD 32 park and are not included in the residential unit count.

LMD 39 and LMD 46		
1/2 Mile Park Population	Estimated Number of Residential Units	Estimated Number of Persons ¹
Within LMD 39	244	971
Within LMD 46	262	1,043
Outside LMD 39/LMD 46 ²	392	1,560
Total Population within ½ mile and having direct access to park	898	3,574

(1) U.S. Census Bureau (2010) average household size in the City is 3.98 persons.

(2) There are additional parcels that are within the 1/2-mile radius, but without direct access to the LMD 39/LMD 46 park (i.e. would have to cross arterial streets, railroad tracks); these parcels have access to parks that are within a closer proximity than the LMD 39/LMD 46 park and are not included in the residential unit count.

LMD 51		
1/2 Mile Park Population	Estimated Number of Residential Units	Estimated Number of Persons ¹
Within LMD 51	219	872
Outside LMD 51 ²	1,560	6,209
Total Population within ½ mile and having direct access to park	1,779	7,081

(1) U.S. Census Bureau (2010) average household size in the City is 3.98 persons.

(2) There are additional parcels that are within the 1/2-mile radius, but without direct access to the LMD 51 park (i.e. would have to cross arterial streets); these parcels have access to parks that are within a closer proximity than the LMD 51 park and are not included in the residential unit count.

LMD 58		
1/2 Mile Park Population	Estimated Number of Residential Units	Estimated Number of Persons ¹
Within LMD 58	156	621
Outside LMD 58 ²	772	3,073
Total Population within ½ mile and having direct access to park	928	3,694

(1) U.S. Census Bureau (2010) average household size in the City is 3.98 persons.

(2) There are additional parcels that are within the 1/2-mile radius, but without direct access to the LMD 58 park (i.e. would have to cross arterial streets); these parcels have access to parks that are within a closer proximity than the LMD 58 park and are not included in the residential unit count.

In order to determine the estimated total number of persons who are within close proximity (service radius) to each of the park improvements that may utilize the park (for all modes of transportation), the 12.88% of person trips reported from the NHTS Pacific Division study (trips for social/recreational purposes) were multiplied by the total number of persons within the park service radius and having direct access to the park, but outside of the District boundary.

Within Service Radius Outside LMD boundary	Estimated Number of Persons Outside	Estimated Number of Persons using LMD Specific Park
Outside LMD 32	1,954	252
Outside LMD 39/LMD 46	1,560	201
Outside LMD 51	6,209	800
Outside LMD 58	3,073	395

Applying the number of trips for purposes that persons outside the District boundaries may use the parks divided by the total population within the service radius and having direct parks access, the estimated percentage of persons engaging in what is considered general benefit because they do not reside within the District, is shown in the following table:

Within Service Radius Outside LMD boundary	Estimated Number of Persons Outside using LMD specific Park ¹	Total Park Service Area Population	% of General Benefit
Outside LMD 32	252	2,062	12.22%
Outside LMD 39/LMD 46	201	3,574	5.62%
Outside LMD 51	800	7,081	11.30%
Outside LMD 58	395	3,693	10.70%

(1) Estimated number of persons previously determined within park service radius and outside of the District boundary, multiplied by 12.88% social/recreational trips.

LMD 32 – Improved Aesthetics and Economic Activity General Benefit from Park Improvements

Given the location and size of the LMD 32 park, it is very unlikely the public at large, beyond the service radius, would seek out or use the smaller local park especially when the City has larger community and regional parks that are intended to attract people from outside areas, and provide recreational opportunities beyond those supplied by local, neighborhood parks. However, there are people who may

randomly decide to visit the park. Consequently, it is likely that certain members of the public at large may use the smaller parks, and as such, a 1.00% general benefit has been assigned to account for usage by the public at large.

.3 Mile and Direct Access General Benefit	12.22%
Public at Large Benefit Park General Benefit	1.00%
Total LMD 32 Park General Benefit	13.22%

Based on the above calculations, the general benefit portion resulting from the LMD 32 park improvements is estimated to be 13.22% and the special benefit is estimated to be 86.78%.

LMD 39/LMD 46 – Improved Aesthetics and Economic Activity General Benefit from Park Improvements

Given the location and size of the LMD 39/LMD 46 park, it is very unlikely the public at large, beyond the service radius, would seek out or use the neighborhood park especially when the City has larger community and regional parks that are intended to attract people from outside areas, and provide recreational opportunities beyond those supplied by local, neighborhood parks, and other neighborhoods within the City have their own local parks. However, there are people who may randomly decide to visit the park. Consequently, it is likely that certain members of the public at large may use the smaller parks, and as such, a 1.00% general benefit has been assigned to account for usage by the public at large.

½-Mile and Direct Access General Benefit	5.62%
Public at Large Benefit Park General Benefit	1.00%
Total LMD 39/LMD 46 Park General Benefit	6.62%

Based on the above calculations, the general benefit portion resulting from the LMD 39/LMD 46 park improvements is estimated to be 6.62% and the special benefit is estimated to be 93.38%.

LMD 51 – Improved Aesthetics and Economic Activity General Benefit from Park Improvements

Given the location and size of the LMD 51 park, it is very unlikely the public at large, beyond the service radius, would seek out or use the neighborhood park especially when the City has larger community and regional parks that are intended to attract people from outside areas, and provide recreational opportunities beyond those supplied by local, neighborhood parks, and other neighborhoods within the City have their own local parks. However, there are people who may randomly decide to visit the park. Consequently, it is likely that certain members of the public at large may use the smaller parks, and as such, a 1.00% general benefit has been assigned to account for usage by the public at large.

½-Mile and Direct Access General Benefit	11.30%
Public at Large Benefit Park General Benefit	1.00%
Total LMD 51 Park General Benefit	12.30%

Based on the above calculations, the general benefit portion resulting from the LMD 51 park improvements is estimated to be 12.30% and the special benefit is estimated to be 87.70%.

LMD 58 – Improved Aesthetics and Economic Activity General Benefit from Park Improvements

Given the location and size of the LMD 58 park, it is very unlikely the public at large, beyond the service radius, would seek out or use the neighborhood park especially when the City has larger community and regional parks that are intended to attract people from outside areas, and provide recreational opportunities beyond those supplied by local, neighborhood parks, and other neighborhoods within the City have their own local parks. However, there are people who may randomly decide to visit the park, use the open fields for sporting practice, and the City's mobile activity center does operate sessions at this park location. Consequently, a 5.00% general benefit has been assigned to account for usage by the public at large.

.50 Mile and Direct Access General Benefit	10.70%
Public at Large Benefit Park General Benefit	5.00%
Total LMD 58 Park General Benefit	15.70%

Based on the above calculations, the general benefit portion resulting from the LMD 58 park improvements is estimated to be 15.70% and the special benefit is estimated to be 84.30%. Note, per the formation Engineer's Report, the LMD 58 special benefit related to the Garden City Acres Park is 26.18%. The 15.70% general benefit calculation shown above is the percentage of general benefit of the originally calculated 26.18% special benefit. The special benefit is estimated to be 84.30% of the 26.18% previously determined special benefit.

5.3 Collective District General Benefit

Since each District is comprised of a blend of improvements, the maintenance activities and general benefit conferred must be addressed in a collective form rather than independently. Therefore, the arithmetic mean of the general benefit percentages has been used to quantify the overall level of general benefit for the District. This general benefit result is provided in the table below:

District	General Benefit from Landscaping Improvements	General Benefit from Street Tree Improvements	General Benefit from Park Improvements	Total General Benefit
LMD No. 3 (River Ridge)	2.00%	2.00%	N/A	2.00%
LMD No. 10 (Country Club Estates)	2.00%	2.00%	N/A	2.00%
LMD No. 11 (St. Tropez)	14.13%	18.24%	N/A	16.18%
LMD No. 12 (Standard Pacific)	2.00%	2.00%	N/A	2.00%
LMD No. 13 (Le Village)	11.58%	11.46%	N/A	11.52%
LMD No. 14 (California Cove)	7.51%	7.97%	N/A	7.74%
LMD No. 16 (California Lighthouse)	28.28%	28.28%	N/A	28.28%
LMD No. 23 (Greystone)	46.32%	11.04%	N/A	28.68%
LMD No. 24 (Vineyards)	27.15%	8.97%	N/A	18.06%
LMD No. 25 (The Pointe)	2.00%	2.00%	N/A	2.00%
LMD No. 27 (Rose Island)	47.25%	39.54%	N/A	43.40%
LMD No. 28 (Harborside)	2.00%	2.00%	N/A	2.00%
LMD No. 30 (Haas Automation)	2.00%	2.00%	N/A	2.00%

District	General Benefit from Landscaping Improvements	General Benefit from Street Tree Improvements	General Benefit from Park Improvements	Total General Benefit
LMD No. 31 (Rancho De La Rosa)	4.77%	3.00%	N/A	3.88%
LMD No. 32 (Oak Park)	2.00%	2.00%	13.22%	5.74%
LMD No. 33 (El Paseo)	2.00%	2.00%	N/A	2.00%
LMD No. 34 (Sunrise Pointe & Sunset Cove)	2.00%	2.00%	N/A	2.00%
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	16.24%	8.23%	N/A	12.23%
LMD No. 37 (Pacific Breeze)	27.14%	30.38%	N/A	28.76%
LMD No. 38 (Aldea Del Mar)	2.00%	2.00%	N/A	2.00%
LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)	2.00%	2.00%	6.62%	3.54%
LMD No. 40 (Cantada)	2.00%	2.00%	N/A	2.00%
LMD No. 41 (Pacific Cove)	2.00%	2.00%	N/A	2.00%
LMD No. 42 (Cantabria & Coronado)	8.61%	4.83%	N/A	6.72%
LMD No. 43 (Greenbelt)	2.00%	2.00%	N/A	2.00%
LMD No. 46 (Daily Ranch)	2.00%	2.00%	6.62%	3.54%
LMD No. 47 (Sycamore Place)	2.00%	2.00%	N/A	2.00%
LMD No. 49 (Cameron Ranch)	2.00%	2.00%	N/A	2.00%
LMD No. 50 (Pleasant Valley Senior Housing)	44.84%	44.84%	N/A	44.84%
LMD No. 51 (Pfeiler)	2.00%	2.00%	12.30%	5.43%
LMD No. 52 (Wingfield)	2.00%	2.00%	N/A	2.00%
LMD No. 53 (Huff Court)	2.00%	2.00%	N/A	2.00%
LMD No. 54 (Meadowcrest Villas)	50.70%	50.70%	N/A	50.70%
LMD No. 55 (Wingfield West)	2.00%	2.00%	N/A	2.00%
LMD No. 58 (Westwind)	13.94%	13.94%	15.70%	14.53%
LMD No. 60 (Artisan)	2.00%	2.00%	N/A	2.00%

6. ESTIMATE OF COSTS

The estimated costs of maintenance and servicing the improvements as described in the Plans and Specifications are summarized on the following pages. Each year as part of the assessment district levy calculation process, the costs and expenses are reviewed and the annual costs are projected for the upcoming year.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

		<i>Fund 124</i>
Acct #	Description	LMD No. 3 (River Ridge)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$25,392
1606-804-8261	Utility - Electric	749
1606-804-8267	Utility - Water	25,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$9,360
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	4,449
1901-804-8451	City General Overhead	3,038
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,781
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$41,521
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	319
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$111,609
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,023
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	26,550
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$84,036
	Total Estimated Revenues(13)	\$111,609
	2021/22 Calculated Rate(14)	\$162.86
	2021/22 Maximum Rate	\$162.86
	# of Units/EDUS	516.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
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(in dollars)

Fund 128

Acct #	Description	LMD No. 10 (Country Club Estates)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$5,000
1606-804-8261	Utility - Electric	645
1606-804-8267	Utility - Water	14,865
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$1,843
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,467
1901-804-8451	City General Overhead	598
1901-804-8205	Outside Administration Services (non City Staff)(6)	939
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$0
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	93
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$25,449
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$410
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	963
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$24,076
	Total Estimated Revenues(13)	\$25,449
	2021/22 Calculated Rate(14)	\$157.36
	2021/22 Maximum Rate	\$157.36
	# of Units/EDUS	153.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
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(in dollars)

		<i>Fund 129</i>
Acct #	Description	LMD No. 11 (St. Tropez)
	Maintenance Service Level(1)	F
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$3,232
1606-804-8261	Utility - Electric	287
1606-804-8267	Utility - Water	1,058
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$1,191
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	645
1901-804-8451	City General Overhead	387
1901-804-8205	Outside Administration Services (non City Staff)(6)	896
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$0
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	35
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$7,731
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$741
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$6,990
	Total Estimated Revenues(13)	\$7,731
	2021/22 Calculated Rate(14)	\$84.22
	2021/22 Maximum Rate	\$84.22
	# of Units/EDUS	83.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
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(in dollars)

		<i>Fund 131</i>
Acct #	Description	LMD No. 12 (Standard Pacific)
	Maintenance Service Level(1)	<i>B</i>
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$6,303
1606-804-8261	Utility - Electric	137
1606-804-8267	Utility - Water	1,998
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$2,323
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,858
1901-804-8451	City General Overhead	754
1901-804-8205	Outside Administration Services (non City Staff)(6)	970
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$8,110
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	110
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	<u>Total Estimated Expenses</u>	<u>\$22,563</u>
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$169
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	<u>\$22,394</u>
	<u>Total Estimated Revenues(13)</u>	<u>\$22,563</u>
	2021/22 Calculated Rate(14)	\$87.82
	2021/22 Maximum Rate	\$87.82
	# of Units/EDUS	255.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

		Fund 132
Acct #	Description	LMD No. 14 (California Cove)
	Maintenance Service Level(1)	F
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$8,080
1606-804-8261	Utility - Electric	2,500
1606-804-8267	Utility - Water	9,600
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$2,978
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,527
1901-804-8451	City General Overhead	967
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,013
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$11,452
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	137
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$38,254
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,561
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$36,693
	Total Estimated Revenues(13)	\$38,254
	2021/22 Calculated Rate(14)	\$173.08
	2021/22 Maximum Rate	\$173.08
	# of Units/EDUS	212.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
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(in dollars)

Fund 133

Acct #	Description	LMD No. 16 (California Lighthouse)
	Maintenance Service Level(1)	F
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$4,040
1606-804-8261	Utility - Electric	0
1606-804-8267	Utility - Water	3,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$1,489
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,191
1901-804-8451	City General Overhead	483
1901-804-8205	Outside Administration Services (non City Staff)(6)	916
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$10,318
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	105
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$21,542
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,991
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$19,552
	Total Estimated Revenues(13)	\$21,542
	2021/22 Calculated Rate(14)	\$73.78
	2021/22 Maximum Rate	\$73.78
	# of Units/EDUS	265.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
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(in dollars)

		<i>Fund 134</i>
Acct #	Description	LMD No. 13 (Le Village)
	Maintenance Service Level(1)	F
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$4,040
1606-804-8261	Utility - Electric	181
1606-804-8267	Utility - Water	8,300
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$1,489
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,898
1901-804-8451	City General Overhead	483
1901-804-8205	Outside Administration Services (non City Staff)(6)	916
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$2,101
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	79
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$19,487
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,443
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$18,045
	Total Estimated Revenues(13)	\$19,487
	2021/22 Calculated Rate(14)	\$112.78
	2021/22 Maximum Rate	\$112.78
	# of Units/EDUS	160.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

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2021/22 Landscape Maintenance District Budget
(in dollars)

		<i>Fund 143</i>
Acct #	Description	LMD No. 23 (Greystone)
	Maintenance Service Level(1)	F
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$3,000
1606-804-8261	Utility - Electric	0
1606-804-8267	Utility - Water	634
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$1,106
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	203
1901-804-8451	City General Overhead	359
1901-804-8205	Outside Administration Services (non City Staff)(6)	891
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$411
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	27
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$6,630
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,042
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$5,588
	Total Estimated Revenues(13)	\$6,630
	2021/22 Calculated Rate(14)	\$91.60
	2021/22 Maximum Rate	\$91.60
	# of Units/EDUS	61.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

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		<i>Fund 144</i>
Acct #	Description	LMD No. 24 (Vineyards)
	Maintenance Service Level(1)	F
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$8,066
1606-804-8261	Utility - Electric	678
1606-804-8267	Utility - Water	3,500
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$2,973
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	897
1901-804-8451	City General Overhead	965
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,013
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$6,908
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	67
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$25,067
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$2,211
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	4,556
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$18,300
	Total Estimated Revenues(13)	\$25,067
	2021/22 Calculated Rate(14)	\$183.00
	2021/22 Maximum Rate	\$183.00
	# of Units/EDUS	100.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

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(in dollars)

		<i>Fund 145</i>
Acct #	Description	LMD No. 25 (Pointe)
	Maintenance Service Level(1)	C
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$10,666
1606-804-8261	Utility - Electric	297
1606-804-8267	Utility - Water	3,500
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$3,931
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,135
1901-804-8451	City General Overhead	1,276
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,075
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$2,103
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	105
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$24,088
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$289
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$23,799
	Total Estimated Revenues(13)	\$24,088
	2021/22 Calculated Rate(14)	\$110.18
	2021/22 Maximum Rate	\$110.18
	# of Units/EDUS	216.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

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		Fund 147
Acct #	Description	LMD No. 27 (Rose Island)
	Maintenance Service Level(1)	F
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$8,080
1606-804-8261	Utility - Electric	139
1606-804-8267	Utility - Water	5,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$2,978
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	935
1901-804-8451	City General Overhead	967
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,013
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$7,333
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	63
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$26,508
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$5,736
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$20,772
	Total Estimated Revenues(13)	\$26,508
	2021/22 Calculated Rate(14)	\$415.43
	2021/22 Maximum Rate	\$415.44
	# of Units/EDUS	50.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

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(in dollars)

Fund 148

Acct #	Description	LMD No. 28 (Harborside)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$37,330
1606-804-8261	Utility - Electric	482
1606-804-8267	Utility - Water	12,800
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$13,760
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	2,351
1901-804-8451	City General Overhead	4,467
1901-804-8205	Outside Administration Services (non City Staff)(6)	2,069
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$22,670
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	168
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$96,096
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,012
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	56,810
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$38,273
	Total Estimated Revenues(13)	\$96,095
	2021/22 Calculated Rate(14)	\$107.81
	2021/22 Maximum Rate	\$269.09
	# of Units/EDUS	355.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

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		<i>Fund 151</i>
Acct #	Description	LMD No. 30 (Haas Automation)
	Maintenance Service Level(1)	<i>B</i>
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$22,301
1606-804-8261	Utility - Electric	0
1606-804-8267	Utility - Water	0
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$8,220
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	2,515
1901-804-8451	City General Overhead	2,668
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,356
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$39,779
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	48
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	<u>Total Estimated Expenses</u>	<u>\$76,888</u>
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$446
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	65,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	<u>\$11,441</u>
	<u>Total Estimated Revenues(13)</u>	<u>\$76,887</u>
	2021/22 Calculated Rate(14)	\$128.96
	2021/22 Maximum Rate	\$623.50
	# of Units/EDUS	88.72

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

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(in dollars)

Fund 152

Acct #	Description	LMD No. 31 (Rancho De La Rosa)
	Maintenance Service Level(1)	D
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$39,196
1606-804-8261	Utility - Electric	1,137
1606-804-8267	Utility - Water	27,500
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$14,448
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	3,592
1901-804-8451	City General Overhead	4,690
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,763
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$8,060
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	269
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$100,655
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$2,633
	Additional General Fund Contribution to Offset Estimated Utility Overage	10,315
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$87,706
	Total Estimated Revenues(13)	\$100,654
	2021/22 Calculated Rate(14)	\$376.42
	2021/22 Maximum Rate	\$376.42
	# of Units/EDUS	233.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

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(in dollars)

		<i>Fund 153</i>
Acct #	Description	LMD No. 32 (Oak Park)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$6,969
1606-804-8261	Utility - Electric	113
1606-804-8267	Utility - Water	5,000
1606-804-8266	Utility - Wastewater	273
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$2,569
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,173
1901-804-8451	City General Overhead	834
1901-804-8205	Outside Administration Services (non City Staff)(6)	986
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$12,500
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	19
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$30,436
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$709
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	26,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$3,727
	Total Estimated Revenues(13)	\$30,436
	2021/22 Calculated Rate(14)	\$138.03
	2021/22 Maximum Rate	\$998.86
	# of Units/EDUS	27.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 154

Acct #	Description	LMD No. 33 (El Paseo)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$19,372
1606-804-8261	Utility - Electric	0
1606-804-8267	Utility - Water	6,800
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$7,141
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	2,037
1901-804-8451	City General Overhead	2,318
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,285
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$23,101
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	204
1001-808-8714	<u>Inter District Transfer Out(9)</u>	3,470
	Total Estimated Expenses	\$65,728
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$523
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$65,204
	Total Estimated Revenues(13)	\$65,728
	2021/22 Calculated Rate(14)	\$343.18
	2021/22 Maximum Rate	\$343.19
	# of Units/EDUS	190.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 156

Acct #	Description	LMD No. 34 (Sunrise Pointe & Sunset Cove)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$30,734
1606-804-8261	Utility - Electric	4,500
1606-804-8267	Utility - Water	15,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$11,329
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	2,218
1901-804-8451	City General Overhead	3,677
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,559
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$14,534
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	227
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	<u>\$83,778</u>
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,005
	Additional General Fund Contribution to Offset Estimated Utility Overage	11,563
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	<u>\$67,739</u>
	Total Estimated Revenues(13)	<u>\$80,307</u>
	2021/22 Calculated Rate(14)	\$248.13
	2021/22 Maximum Rate	\$248.13
	# of Units/EDUS	273.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
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(in dollars)

Fund 157

Acct #	Description	LMD No. 36 (Villa Santa Cruz & Villa Carmel)	
	Maintenance Service Level(1)		B
	<u>Direct Expenses(2)</u>		
1606-804-8209	Contractor Maintenance Costs(3)		\$37,572
1606-804-8261	Utility - Electric		14,000
1606-804-8267	Utility - Water		25,000
1606-804-8266	Utility - Wastewater		0
	<u>Administrative Expenses</u>		
1901-804-8451	City Direct Staff Overhead Costs(4)		\$13,849
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)		4,983
1901-804-8451	City General Overhead		4,496
1901-804-8205	Outside Administration Services (non City Staff)(6)		2,075
1606-804-8229	On Call Services/ Contingency/ Reserves(7)		\$65,314
1606-804-8229	Special Projects(8)		0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)		315
1001-808-8714	<u>Inter District Transfer Out(9)</u>		0
	Total Estimated Expenses		\$167,604
	<u>Estimated Revenues (non-levy)</u>		
1001-711-7901	General Fund Contribution for General Benefit(10)		\$9,367
	Additional General Fund Contribution to Offset Estimated Utility Overage		15,339
	Additional General Fund Subsidy to Offset Shortage		0
	Surplus Funds/ Additional Levy Credit(11)		45,000
1001-711-7917	Inter-District Required Transfer In(9)		0
	<u>Levy Amount</u>		
1606-591-7552	<u>Balance to Levy(12)</u>		\$97,898
	Total Estimated Revenues(13)		\$167,604
	2021/22 Calculated Rate(14)		\$296.66
	2021/22 Maximum Rate		\$496.20
	# of Units/EDUS		330.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 158

Acct #	Description	LMD No. 37 (Pacific Breeze)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$10,423
1606-804-8261	Utility - Electric	231
1606-804-8267	Utility - Water	4,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$3,842
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,306
1901-804-8451	City General Overhead	1,247
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,070
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$22,931
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	48
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$45,098
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$4,214
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	32,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$8,883
	Total Estimated Revenues(13)	\$45,098
	2021/22 Calculated Rate(14)	\$74.65
	2021/22 Maximum Rate	\$306.81
	# of Units/EDUS	119.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 159

Acct #	Description	LMD No. 38 (Aldea Del Mar)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$34,845
1606-804-8261	Utility - Electric	9,277
1606-804-8267	Utility - Water	20,044
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$12,844
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	5,491
1901-804-8451	City General Overhead	4,169
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,658
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$62,833
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	334
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$151,496
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,283
	Additional General Fund Contribution to Offset Estimated Utility Overage	9,266
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	32,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$108,948
	Total Estimated Revenues(13)	\$151,497
	2021/22 Calculated Rate(14)	\$370.57
	2021/22 Maximum Rate	\$405.99
	# of Units/EDUS	294.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

		<i>Fund 160</i>
Acct #	Description	LMD No. 39 (Promesa & Sueno)
	Maintenance Service Level(1)	<i>B</i>
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$43,588
1606-804-8261	Utility - Electric	9,204
1606-804-8267	Utility - Water	46,899
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$16,067
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	5,895
1901-804-8451	City General Overhead	5,215
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,648
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$0
1606-804-8229	Special Projects(8)	20,000
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	371
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	<u>\$148,887</u>
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$3,529
	Additional General Fund Contribution to Offset Estimated Utility Overage	39,829
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	<u>\$100,541</u>
	Total Estimated Revenues(13)	<u>\$143,899</u>
	2021/22 Calculated Rate(14)	\$561.68
	2021/22 Maximum Rate	\$1,048.53
	# of Units/EDUS	179.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

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2021/22 Landscape Maintenance District Budget
(in dollars)

		<i>Fund 161</i>
Acct #	Description	LMD No. 39 (DR Horton)
	Maintenance Service Level(1)	<i>B</i>
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$16,081
1606-804-8261	Utility - Electric	5,415
1606-804-8267	Utility - Water	15,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$5,927
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,994
1901-804-8451	City General Overhead	1,924
1901-804-8205	Outside Administration Services (non City Staff)(6)	609
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$7,299
1606-804-8229	Special Projects(8)	15,000
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	101
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	<u>Total Estimated Expenses</u>	<u>\$69,350</u>
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,292
	Additional General Fund Contribution to Offset Estimated Utility Overage	14,428
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	17,148
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$34,670
	<u>Total Estimated Revenues(13)</u>	<u>\$67,538</u>
	2021/22 Calculated Rate(14)	\$533.39
	2021/22 Maximum Rate	\$993.77
	# of Units/EDUS	65.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

		<i>Fund 162</i>
Acct #	Description	LMD No. 40 (Cantada)
	Maintenance Service Level(1)	<i>B</i>
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$30,664
1606-804-8261	Utility - Electric	0
1606-804-8267	Utility - Water	15,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$11,303
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	2,600
1901-804-8451	City General Overhead	3,669
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,557
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$23,818
1606-804-8229	Special Projects(8)	55,000
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	131
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$143,742
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$913
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	100,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$42,828
	Total Estimated Revenues(13)	\$143,741
	2021/22 Calculated Rate(14)	\$379.01
	2021/22 Maximum Rate	\$745.99
	# of Units/EDUS	113.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 163

Acct #	Description	LMD No. 41 (Pacific Cove)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$10,484
1606-804-8261	Utility - Electric	5,537
1606-804-8267	Utility - Water	7,152
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$3,865
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	2,662
1901-804-8451	City General Overhead	1,254
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,071
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$14,635
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	136
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$46,796
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$463
	Additional General Fund Contribution to Offset Estimated Utility Overage	2,138
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$44,194
	Total Estimated Revenues(13)	\$46,795
	2021/22 Calculated Rate(14)	\$368.28
	2021/22 Maximum Rate	\$637.07
	# of Units/EDUS	120.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 164

Acct #	Description	LMD No. 42 (Cantabria & Coronado)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$54,358
1606-804-8261	Utility - Electric	9,237
1606-804-8267	Utility - Water	27,807
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$20,037
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	6,996
1901-804-8451	City General Overhead	6,504
1901-804-8205	Outside Administration Services (non City Staff)(6)	2,128
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$100,000
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	67
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$227,134
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$6,142
	Additional General Fund Contribution to Offset Estimated Utility Overage	12,806
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	198,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$10,187
	Total Estimated Revenues(13)	\$227,135
	2021/22 Calculated Rate(14)	\$51.71
	2021/22 Maximum Rate	\$955.49
	# of Units/EDUS	197.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

		<i>Fund 165</i>
Acct #	Description	LMD No. 43 (Greenbelt)(15)
	Maintenance Service Level(1)	<i>B</i>
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$44,602
1606-804-8261	Utility - Electric	799
1606-804-8267	Utility - Water	21,121
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$16,441
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	3,474
1901-804-8451	City General Overhead	5,337
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,893
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$23,182
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	328
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	<u>Total Estimated Expenses</u>	<u>\$117,176</u>
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$1,330
	Additional General Fund Contribution to Offset Estimated Utility Overage	2,024
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	<u>\$113,821</u>
	<u>Total Estimated Revenues(13)</u>	<u>\$117,175</u>
	2021/22 Calculated Rate(14)	varies
	2021/22 Maximum Rate	varies
	# of Units/EDUS	204.34

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8003

Acct #	Description	LMD No. 46 (Daily Ranch)(16)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$64,072
1606-804-8261	Utility - Electric	6,000
1606-804-8267	Utility - Water	32,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$23,618
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	5,570
1901-804-8451	City General Overhead	7,666
1901-804-8205	Outside Administration Services (non City Staff)(6)	2,363
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$2,700
1606-804-8229	Special Projects(8)	50,000
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	328
1001-808-8714	<u>Inter District Transfer Out(9)</u>	6,800
	Total Estimated Expenses	\$201,116
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$3,613
	Additional General Fund Contribution to Offset Estimated Utility Overage	18,698
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$178,803
	Total Estimated Revenues(13)	\$201,114
	2021/22 Calculated Rate(14)	varies
	2021/22 Maximum Rate	varies
	# of Units/EDUS	262.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8004

Acct #	Description	LMD No. 47 (Sycamore Place)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$17,332
1606-804-8261	Utility - Electric	144
1606-804-8267	Utility - Water	7,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$6,389
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,904
1901-804-8451	City General Overhead	2,074
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,236
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$20,000
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	112
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$56,190
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$490
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	25,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$30,700
	Total Estimated Revenues(13)	\$56,190
	2021/22 Calculated Rate(14)	\$276.58
	2021/22 Maximum Rate	\$638.62
	# of Units/EDUS	111.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8006

Acct #	Description	LMD No. 49 (Cameron Ranch)
	Maintenance Service Level(1)	F
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$5,252
1606-804-8261	Utility - Electric	1,466
1606-804-8267	Utility - Water	2,951
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$1,936
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,272
1901-804-8451	City General Overhead	628
1901-804-8205	Outside Administration Services (non City Staff)(6)	945
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$5,100
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	56
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	<u>\$19,606</u>
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$193
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	<u>\$19,413</u>
	Total Estimated Revenues(13)	<u>\$19,606</u>
	2021/22 Calculated Rate(14)	\$554.65
	2021/22 Maximum Rate	\$554.65
	# of Units/EDUS	35.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8007

Acct #	Description	LMD No. 50 (Pleasant Valley Senior Housing)
	Maintenance Service Level(1)	C
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$12,420
1606-804-8261	Utility - Electric	673
1606-804-8267	Utility - Water	5,391
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$4,578
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	1,636
1901-804-8451	City General Overhead	1,486
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,118
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$5,436
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	74
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	<u>Total Estimated Expenses</u>	<u>\$32,812</u>
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$8,288
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	<u>\$24,524</u>
	<u>Total Estimated Revenues(13)</u>	<u>\$32,812</u>
	2021/22 Calculated Rate(14)	\$408.73
	2021/22 Maximum Rate	\$408.75
	# of Units/EDUS	60.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8008

Acct #	Description	LMD No. 51 (Pfeiler)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$69,562
1606-804-8261	Utility - Electric	8,830
1606-804-8267	Utility - Water	17,000
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$25,641
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	4,472
1901-804-8451	City General Overhead	8,323
1901-804-8205	Outside Administration Services (non City Staff)(6)	2,495
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$82,200
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	311
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$218,834
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$5,183
	Additional General Fund Contribution to Offset Estimated Utility Overage	12,911
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	95,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$105,740
	Total Estimated Revenues(13)	\$218,834
	2021/22 Calculated Rate(14)	\$482.83
	2021/22 Maximum Rate	\$648.65
	# of Units/EDUS	219.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8009

Acct #	Description	LMD No. 52 (Wingfield)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$8,363
1606-804-8261	Utility - Electric	1,170
1606-804-8267	Utility - Water	1,556
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$3,083
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	2,251
1901-804-8451	City General Overhead	1,001
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,020
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$51,924
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	68
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$70,435
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$222
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	60,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$10,213
	Total Estimated Revenues(13)	\$70,434
	2021/22 Calculated Rate(14)	\$51.32
	2021/22 Maximum Rate	\$396.11
	# of Units/EDUS	199.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8010

Acct #	Description	LMD No. 53 (Huff Court)
	Maintenance Service Level(1)	F
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$515
1606-804-8261	Utility - Electric	0
1606-804-8267	Utility - Water	350
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$190
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	585
1901-804-8451	City General Overhead	62
1901-804-8205	Outside Administration Services (non City Staff)(6)	831
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$3,016
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	12
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$5,560
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$17
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	1,767
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$3,776
	Total Estimated Revenues(13)	\$5,560
	2021/22 Calculated Rate(14)	\$471.99
	2021/22 Maximum Rate	\$472.01
	# of Units/EDUS	8.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8012

Acct #	Description	LMD No. 54 (Meadow Crest Villas)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$4,182
1606-804-8261	Utility - Electric	513
1606-804-8267	Utility - Water	1,639
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$1,541
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	956
1901-804-8451	City General Overhead	500
1901-804-8205	Outside Administration Services (non City Staff)(6)	919
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$5,000
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	41
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$15,291
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$3,211
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$12,080
	Total Estimated Revenues(13)	\$15,291
	2021/22 Calculated Rate(14)	\$241.60
	2021/22 Maximum Rate	\$463.58
	# of Units/EDUS	50.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8013

Acct #	Description	LMD No. 55 (Wingfield West)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$13,938
1606-804-8261	Utility - Electric	125
1606-804-8267	Utility - Water	2,253
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$5,138
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	2,391
1901-804-8451	City General Overhead	1,668
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,154
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$4,570
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	87
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	<u>\$31,324</u>
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$326
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	<u>\$30,997</u>
	Total Estimated Revenues(13)	<u>\$31,324</u>
	2021/22 Calculated Rate(14)	\$756.03
	2021/22 Maximum Rate	\$756.09
	# of Units/EDUS	41.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8016

Acct #	Description	LMD No. 58 (Westwind)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$16,362
1606-804-8261	Utility - Electric	0
1606-804-8267	Utility - Water	7,339
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$6,031
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	3,189
1901-804-8451	City General Overhead	1,958
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,213
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$19,292
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	106
1001-808-8714	<u>Inter District Transfer Out(9)</u>	5,000
	Total Estimated Expenses	\$60,490
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$3,443
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	28,000
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$29,047
	Total Estimated Revenues(13)	\$60,490
	2021/22 Calculated Rate(14)	\$186.20
	2021/22 Maximum Rate	\$470.63
	# of Units/EDUS	156.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Fund 170-8018

Acct #	Description	LMD No. 60 (Artisan)
	Maintenance Service Level(1)	B
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$11,151
1606-804-8261	Utility - Electric	503
1606-804-8267	Utility - Water	1,676
1606-804-8266	Utility - Wastewater	0
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$4,110
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	2,222
1901-804-8451	City General Overhead	1,334
1901-804-8205	Outside Administration Services (non City Staff)(6)	1,087
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$20,000
1606-804-8229	Special Projects(8)	0
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	106
1001-808-8714	<u>Inter District Transfer Out(9)</u>	0
	Total Estimated Expenses	\$42,189
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$267
	Additional General Fund Contribution to Offset Estimated Utility Overage	0
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	0
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$41,922
	Total Estimated Revenues(13)	\$42,189
	2021/22 Calculated Rate(14)	\$41,922.35
	2021/22 Maximum Rate	\$63,803.73
	# of Units/EDUS	1.00

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

(13) Expenses and Revenues may differ slightly due to rounding adjustment.

(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)

Acct #	Description	Totals
	Maintenance Service Level(1)	
	<u>Direct Expenses(2)</u>	
1606-804-8209	Contractor Maintenance Costs(3)	\$747,560
1606-804-8261	Utility - Electric	84,969
1606-804-8267	Utility - Water	404,733
1606-804-8266	Utility - Wastewater	273
	<u>Administrative Expenses</u>	
1901-804-8451	City Direct Staff Overhead Costs(4)	\$275,559
1606-804-8532	City Admin Costs (Indirect Overhead Costs)(5)	91,940
1901-804-8451	City General Overhead	89,446
1901-804-8205	Outside Administration Services (non City Staff)(6)	48,529
1606-804-8229	On Call Services/ Contingency/ Reserves(7)	\$750,151
1606-804-8229	Special Projects(8)	140,000
1606-804-8527	County Collection Fee (\$0.19/parcel + 0.25% levy)	5,207
1001-808-8714	<u>Inter District Transfer Out(9)</u>	15,270
	Total Estimated Expenses	\$2,653,638
	<u>Estimated Revenues (non-levy)</u>	
1001-711-7901	General Fund Contribution for General Benefit(10)	\$76,734
	Additional General Fund Contribution to Offset Estimated Utility Overage	149,317
	Additional General Fund Subsidy to Offset Shortage	0
	Surplus Funds/ Additional Levy Credit(11)	813,794
1001-711-7917	Inter-District Required Transfer In(9)	0
	<u>Levy Amount</u>	
1606-591-7552	<u>Balance to Levy(12)</u>	\$1,603,518
	Total Estimated Revenues(13)	\$2,643,363
	2021/22 Calculated Rate(14)	
	2021/22 Maximum Rate	
	# of Units/EDUS	

(1) Service level based on funds available.

(2) Contractor maintenance costs, utilities and incidental costs directly related to the maintenance and replacement of the improvements.

(3) Amounts from bids received.

(4) Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquiries. Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs.

(5) Costs related to indirect City staff time per Cost Allocation Plan.

(6) Third party (non-City staff) costs directly related to the Districts.

(7) Estimated costs related to on call services, contingency, and replacement costs of the improvements.

(8) Special projects for 2021/22.

(9) Please refer to District formation Engineer's Report for details. Per LMD 46 documents, LMD 46 pays 51.78% of the LMD 39 park maintenance costs. Per LMD 58 documents, LMD 58 pays 26.18% of the City Acres Park maintenance costs; please refer to special/general benefit analysis for special benefit portion of the 26.18% attributed to LMD 58. LMD 33 transfer to LMD 34 to cover portion of Kohala St basin maintenance costs.

(10) City contribution related to the general benefit incurred from the improvements.

(11) Surplus Funds available to reduce levy amount.

(12) Actual Levy Amount applied may differ slightly due to rounding adjustment.

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(14) Actual rates will be rounded down to even cents for "per unit" rates for the County Tax Roll.

(15) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tierra Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit.

(16) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C - \$714.13/unit; please note, the City pays for the maintenance of Area D improvements which have been removed from the LMD.

City of Oxnard
2021/22 Landscape Maintenance District Budget
(in dollars)
Special Projects

Special Projects				Estimated Costs by Fiscal Year				
Fund #	LMD #	District Name	Project Name	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
Fund 165	43	Greenbelt	Lighting Replacement	-	-	75,000.00	225,000.00	-
Fund 161	39	DR Horton	Oxnard Trail Light Replacement Phase II ⁽¹⁾	30,000.00	-	-	-	-
Fund 160	39	El Sueno	Oxnard Trail Light Replacement Phase II ⁽¹⁾	175,000.00	-	-	-	-
Fund 170-8003	46	Daily Ranch	Oxnard Trail Light Replacement Phase II ⁽¹⁾	230,000.00	-	-	-	-
Fund 162	40	Cantada	Sidewalk Maintenance/ Root Pruning	55,000.00	-	-	-	-
Fund 124	3	Riverridge	Replanting ⁽²⁾	7,272.00	7,417.44	-	-	-
Fund 148	28	Harborside	Replanting ⁽²⁾	3,636.00	3,708.72	-	-	-
Fund 151	30	Haas Automation	Replanting ⁽²⁾	7,272.00	7,417.44	-	-	-
Fund 154	33	El Paseo	Replanting ⁽²⁾	3,636.00	3,708.72	-	-	-
Fund 156	34	Sunrise Point/ Sunset Cove	Replanting ⁽²⁾	3,636.00	3,708.72	-	-	-
Fund 157	36	Villa Santa Cruz	Replanting ⁽²⁾	3,636.00	3,708.72	-	-	-
Fund 160	39	El Sueno/ Promesa	Replanting ⁽²⁾	7,272.00	7,417.44	-	-	-
Fund 162	40	Cantada	Replanting ⁽²⁾	3,636.00	3,708.72	-	-	-
Fund 164	42	Cantabria/ Coronado	Replanting ⁽²⁾	3,636.00	3,708.72	-	-	-
Fund 165	43	Greenbelt	Replanting ⁽²⁾	7,272.00	7,417.44	-	-	-
Fund 170-8003	46	Daily Ranch	Replanting ⁽²⁾	7,272.00	7,417.44	-	-	-
Fund 170-8008	51	Pfeiler	Replanting ⁽²⁾	7,272.00	7,417.44	-	-	-
Fund 170-8009	52	Wingfield	Replanting ⁽²⁾	3,636.00	3,708.72	-	-	-
Fund 170-8013	55	Wingfield West	Replanting ⁽²⁾	3,636.00	3,708.72	-	-	-
Fund 170-8018	60	Artisan	Replanting ⁽²⁾	3,636.00	3,708.72	-	-	-

(1) Partial budget for the Oxnard Trail Light Replacement Phase II is carried over from prior years.

(2) Replanting costs are included in the budget line item "On Call Services/ Contingency/ Reserves"

City of Oxnard
Landscape Maintenance District
2021/22 Fund Balance Projections

Acct #	District	6/30/2020 Fund Balance(1)	Less: Budget Appropriations(1)	Less: Estimated Reserve Funding(2)	Remaining Funds(3)	2021/22 Surplus Funds Credits
Fund 124	LMD 3 (River Ridge)	\$194,110.43	(\$7,230.00)	(\$25,570.25)	\$161,310.18	(\$26,550.00)
Fund 128	LMD 10 (Country Club Estates)	15,882.48	(225.00)	(10,254.75)	5,402.73	(963.00)
Fund 129	LMD 11 (St. Tropaz)	2,248.16	(1,573.00)	(2,288.50)	(1,613.34)	0.00
Fund 131	LMD 12 (Standard Pacific)	21,387.24	(150.00)	(4,218.75)	17,018.49	0.00
Fund 134	LMD 13 (Le Village)	16,874.05	(1,340.00)	(6,260.50)	9,273.55	0.00
Fund 132	LMD 14 (California Cove)	24,714.66	0.00	(10,090.00)	14,624.66	0.00
Fund 133	LMD 16 (Lighthouse)	20,125.12	0.00	(3,520.00)	16,605.12	0.00
Fund 143	LMD 23 (Greystone)	4,579.17	(135.00)	(1,816.75)	2,627.42	0.00
Fund 144	LMD 24 (Vineyards)	21,159.47	(363.00)	(6,122.00)	14,674.47	(4,556.00)
Fund 145	LMD 25 (The Pointe)	25,869.65	(480.00)	(7,231.25)	18,158.40	0.00
Fund 147	LMD 27 (Rose Island)	21,021.32	0.00	(6,609.50)	14,411.82	0.00
Fund 148	LMD 28 (Harborside)	257,075.29	(3,600.00)	(25,305.75)	228,169.54	(56,810.00)
Fund 151	LMD 30 (Haas Automation)	220,072.47	(7,780.00)	(11,150.50)	201,141.97	(65,000.00)
Fund 152	LMD 31 (Rancho De La Rosa)	(14,054.10)	0.00	(33,916.50)	(47,970.60)	0.00
Fund 153	LMD 32 (Oak Park)	125,917.84	(150.00)	(6,177.50)	119,590.34	(26,000.00)
Fund 154	LMD 33 (El Paseo/Rio Del Sol)	62,678.76	(3,695.00)	(13,086.00)	45,897.76	0.00
Fund 156	LMD 34 (Sunrise Pointe)	104,145.92	(3,635.00)	(25,116.75)	75,394.17	0.00
Fund 157	LMD 36 (Villa Santa Cruz)	279,605.64	(3,720.00)	(38,286.00)	237,599.64	(45,000.00)
Fund 158	LMD 37 (Pacific Breeze)	177,348.54	(210.00)	(7,327.00)	169,811.54	(32,000.00)
Fund 159	LMD 38 (Aldea Del Mar)	182,299.61	(750.00)	(32,083.00)	149,466.61	(32,000.00)
Fund 160	LMD 39 (El Sueno/Promesa)	252,937.68	(2,773.00)	(49,845.48)	200,319.20	0.00
Fund 161	LMD 39 (D.R. Horton)	154,692.73	(1,107.00)	(18,247.77)	135,337.96	(17,148.00)
Fund 162	LMD 40 (Cantada)	292,422.26	(4,260.00)	(22,831.75)	265,330.51	(100,000.00)
Fund 163	LMD 41 (Pacific Cove)	47,834.33	(240.00)	(11,586.50)	36,007.83	0.00
Fund 164	LMD 42 (Cantabria/Coronado)	788,512.35	(4,770.00)	(45,701.00)	738,041.35	(198,000.00)
Fund 165	LMD 43 (Greenbelt (Parcro))	249,161.98	(8,260.00)	(33,260.75)	207,641.23	0.00
Fund 170-8003	LMD 46 (Daily Ranch)	330,645.43	(12,660.00)	(51,036.00)	266,949.43	0.00
Fund 170-8004	LMD 47 (Sycamore Place)	190,552.70	0.00	(12,237.75)	178,314.95	(25,000.00)
Fund 170-8006	LMD 49 (Cameron Ranch)	(91,431.40)	0.00	(4,834.50)	(96,265.90)	0.00
Fund 170-8007	LMD 50 (PV Senior Housing)	28,276.46	(900.00)	(9,242.00)	18,134.46	0.00
Fund 170-8008	LMD 51 (Pfelier)	576,091.05	(31,040.00)	(47,695.75)	497,355.30	(95,000.00)
Fund 170-8009	LMD 52 (Wingfield)	372,685.62	(3,780.00)	(5,544.50)	363,361.12	(60,000.00)
Fund 170-8010	LMD 53 (Huff Court)	11,034.17	(43.00)	(432.50)	10,558.67	(1,767.00)
Fund 170-8012	LMD 54 (Meadow Crest Villas)	57,680.12	(270.00)	(3,166.75)	54,243.37	0.00
Fund 170-8013	LMD 55 (Windfield West)	46,759.12	(3,900.00)	(8,158.00)	34,701.12	0.00
Fund 170-8016	LMD 58 (Westwind)	203,064.56	(180.00)	(11,850.50)	191,034.06	(28,000.00)
Fund 170-8018	LMD 60 (Artisan)	40,692.82	(3,840.00)	(6,664.75)	30,188.07	0.00
		\$5,314,673.70	(\$113,059.00)	(\$618,767.50)	\$4,582,847.20	(\$813,794.00)

(1) Per City.

(2) Six-months of estimated maintenance expenses to cover the ongoing costs until the City receives its next apportionment of funds from the County.

(3) Does not include surplus fund credits provided in 2020/21. A review of revenues to actual expenditures should be provided at fiscal year end.

7. METHOD OF ASSESSMENT

Each of the parcels within the Districts are deemed to receive special benefit from the improvements. Each parcel that has a special benefit conferred upon it as a result of the maintenance and operation of improvements are identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the entire costs of the maintenance, operation and servicing of the improvements.

The method of assessment is based upon a formula that assigns the special benefits to each parcel, adjusted by parcel specific characteristics (i.e. units, lot size (acreage)). Generally, two methods of assessment have been used for the Districts. Within each District, benefits are assigned per parcel or per acre. The summaries of these formulas for each District are provided below. For the District specific methodology, reference is made to Section 10.7.

Districts whose formula is set by dividing the net assessable amount by the number of assessable lots or parcels within the District are:

District	District
LMD No. 3 (River Ridge)	LMD No. 38 (Aldea Del Mar)
LMD No. 10 (Country Club Estates)	LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)
LMD No. 11 (St. Tropez)	LMD No. 40 (Cantada)
LMD No. 12 (Standard Pacific)	LMD No. 41 (Pacific Cove)
LMD No. 13 (Le Village)	LMD No. 42 (Cantabria & Coronado)
LMD No. 14 (California Cove)	LMD No. 43 (Greenbelt) Area 2- Solana II
LMD No. 16 (California Lighthouse)	LMD No. 43 (Greenbelt) Area 4- Mayfield
LMD No. 23 (Greystone)	LMD No. 46 (Daily Ranch)
LMD No. 24 (Vineyards)	LMD No. 47 (Sycamore Place)
LMD No. 25 (The Pointe)	LMD No. 49 (Cameron Ranch)
LMD No. 27 (Rose Island)	LMD No. 50 (Pleasant Valley Senior Housing)
LMD No. 28 (Harborside)	LMD No. 51 (Pfeiler)
LMD No. 31 (Rancho De La Rosa)	LMD No. 52 (Wingfield)
LMD No. 32 (Oak Park)	LMD No. 53 (Huff Court)
LMD No. 33 (El Paseo)	LMD No. 54 (Meadowcrest Villas)
LMD No. 34 (Sunrise Pointe & Sunset Cove)	LMD No. 55 (Wingfield West)
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	LMD No. 58 (Westwind)
LMD No. 37 (Pacific Breeze)	

Districts whose formula is set by dividing the net assessable amount by the acres per assessable lot or parcel within the District are:

District	District
LMD No. 30 (Haas Automation)	LMD No. 43 (Greenbelt) Area 3- Tiera Vista
LMD No. 43 (Greenbelt) Area 1- Parc Rose	LMD No. 60 (Artisan)

7.1 Cost of Living Inflator

The following lists the cost of living inflation factors for the applicable Districts (as approved at formation of the District). In January 2018, the Bureau of Labor Statistics updated their geographic areas for computing Consumer Price Index. The City declared its intention to use the Los Angeles-Long Beach-Anaheim CPI via Resolution No. 15,126. For District specific information, refer to Section 10.7.

District	Inflator as of Month ¹	Applied Inflator for FY 2021/22
LMD No. 3 (River Ridge)	None	N/A
LMD No. 10 (Country Club Estates)	None	N/A
LMD No. 11 (St. Tropez)	None	N/A
LMD No. 12 (Standard Pacific)	None	N/A
LMD No. 13 (Le Village)	None	N/A
LMD No. 14 (California Cove)	None	N/A
LMD No. 16 (California Lighthouse)	None	N/A
LMD No. 23 (Greystone)	None	N/A
LMD No. 24 (Vineyards)	None	N/A
LMD No. 25 (The Pointe)	None	N/A
LMD No. 27 (Rose Island)	February	0.965%
LMD No. 28 (Harborside)	February	0.965%
LMD No. 30 (Haas Automation)	February	0.965%
LMD No. 31 (Rancho De La Rosa)	February	0.965%
LMD No. 32 (Oak Park)	September	1.200%
LMD No. 33 (El Paseo)	May	0.861%
LMD No. 34 (Sunrise Pointe & Sunset Cove)	May	0.861%
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	August	2.017%
LMD No. 37 (Pacific Breeze)	August	2.017%
LMD No. 38 (Aldea Del Mar)	August	2.017%
LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)	November	1.033%
LMD No. 40 (Cantada)	August	2.017%
LMD No. 41 (Pacific Cove)	August	2.017%
LMD No. 42 (Cantabria & Coronado)	December	1.454%
LMD No. 43 (Greenbelt)	August	2.017%
LMD No. 46 (Daily Ranch)	March	2.191%
LMD No. 47 (Sycamore Place)	December	1.454%
LMD No. 49 (Cameron Ranch)	January	0.872%
LMD No. 50 (Pleasant Valley Senior Housing)	January	0.872%
LMD No. 51 (Pfeiler)	December	1.454%
LMD No. 52 (Wingfield)	October	0.673%
LMD No. 53 (Huff Court)	December	1.454%
LMD No. 54 (Meadowcrest Villas)	October	0.673%
LMD No. 55 (Wingfield West)	October	0.673%
LMD No. 58 (Westwind)	December	1.454%
LMD No. 60 (Artisan)	November	3.232%

- (1) The inflator is the Consumer Price Index – All Urban Consumers (CPI) for the Los Angeles-Long Beach-Anaheim CA region compared year over year as of the month listed in the table and beginning with the year listed in the original Engineer's Report. For years where the CPI is less than zero the inflation factor is zero.

8. ASSESSMENT DIAGRAMS

The Assessment Diagrams for the District are incorporated by reference in Section 10.7 of this Report. The lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the County Assessor of the County of Ventura, at the time this report was prepared, and are incorporated by reference herein and made part of this Engineer's Report.

9. ASSESSMENT ROLL

The Assessment Roll for Fiscal Year 2021/22 is listed on the following pages. The following table summarizes the Fiscal Year 2021/22 assessments for the Districts.

District	2021/22 Levy Amount	2021/22 Actual Rate ⁽³⁾	2021/22 Maximum Rate
LMD No. 3 (River Ridge)	\$84,035.76	\$162.86	\$162.86
LMD No. 10 (Country Club Estates)	24,076.08	157.36	157.36
LMD No. 11 (St. Tropez)	6,990.26	84.22	84.22
LMD No. 12 (Standard Pacific)	22,394.10	87.82	87.82
LMD No. 13 (Le Village)	18,044.80	112.78	112.78
LMD No. 14 (California Cove)	36,692.96	173.08	173.08
LMD No. 16 (California Lighthouse)	19,551.70	73.78	73.78
LMD No. 23 (Greystone)	5,587.60	91.60	91.60
LMD No. 24 (Vineyards)	18,300.00	183.00	183.00
LMD No. 25 (The Pointe)	23,798.88	110.18	110.18
LMD No. 27 (Rose Island)	20,771.50	415.43	415.44
LMD No. 28 (Harborside)	38,272.55	107.81	269.09
LMD No. 30 (Haas Automation)	11,441.33	128.96	623.5
LMD No. 31 (Rancho De La Rosa)	87,705.86	376.42	376.42
LMD No. 32 (Oak Park)	3,726.81	138.03	998.86
LMD No. 33 (El Paseo)	65,204.20	343.18	343.19
LMD No. 34 (Sunrise Pointe & Sunset Cove)	67,739.49	248.13	248.13
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	97,897.80	296.66	496.2
LMD No. 37 (Pacific Breeze)	8,883.35	74.65	306.81
LMD No. 38 (Aldea Del Mar)	108,947.58	370.57	405.99
LMD No. 39 (Promesa/Sueno)	100,540.72	561.68	1,048.53
LMD No. 39 (DR Horton/Seawinds)	34,670.35	533.39	993.77
LMD No. 40 (Cantada)	42,828.13	379.01	745.99
LMD No. 41 (Pacific Cove)	44,193.60	368.28	637.07
LMD No. 42 (Cantabria & Coronado)	10,186.87	51.71	955.49
LMD No. 43 (Greenbelt) ⁽¹⁾	113,821.78	varies	varies
LMD No. 46 (Daily Ranch) ⁽²⁾	178,804.93	varies	varies
LMD No. 47 (Sycamore Place)	30,700.38	276.58	638.62
LMD No. 49 (Cameron Ranch)	19,412.75	554.65	554.65
LMD No. 50 (Pleasant Valley Senior Housing)	24,523.80	408.73	408.75
LMD No. 51 (Pfeiler)	105,739.77	482.83	648.65
LMD No. 52 (Wingfield)	10,212.68	51.32	396.11
LMD No. 53 (Huff Court)	3,775.92	471.99	472.01
LMD No. 54 (Meadowcrest Villas)	12,080.00	241.60	463.58
LMD No. 55 (Wingfield West)	30,997.23	756.03	756.09

District	2021/22 Levy Amount	2021/22 Actual Rate ⁽³⁾	2021/22 Maximum Rate
LMD No. 58 (Westwind)	29,047.20	186.20	470.63
LMD No. 60 (Artisan)	41,922.35	41,922.35	63,803.73
Total	\$1,603,521.07		

- (1) LMD No. 43 (Greenbelt) 2021/22 Maximum Rates are as follows: Zone 1- Parc Rose \$1,510.16/acre, Zone 2- Solana II \$347.23/unit, Zone 3- Tiera Vista \$1,455.50/acre, Zone 4- Mayfield \$277.22/unit. Refer to the Assessment Roll in Section 9 for the 2021/22 Actual Rates by Zone.
- (2) LMD No. 46 (Daily Ranch) 2021/22 Maximum Rates are as follows: Area A- \$826.51/unit, Area B- \$799.62/unit, Area C- \$714.13/unit. The City pays for the maintenance of the Area D improvements, which have been removed from the LMD. Refer to the Assessment Roll in Section 9 for the 2021/22 Actual Rates by Area.
- (3) The 2021/22 Actual Rate will be rounded down to the nearest even penny. The 2021/22 Levy Amount may differ slightly from the Assessment Roll and final applied levy amounts due to rounding.

10. APPENDICES

The following pages provide each appendix item previously referenced within this report.

10.1 Description of Boundaries of the Districts

Listed below are the Districts, along with their respective general locations and boundaries, based on the original diagrams and as confirmed and modified by the boundary audit.

District	General Location
LMD No. 3 (River Ridge)	The district generally consists of property north of W. Gonzales Road, east of N. Patterson Road, south of W. Vineyard Avenue, and west of Rhonda Street.
LMD No. 10 (Country Club Estates)	The district generally consists of property north of Carmen Way, along and east of River Ridge Road, south of W. Vineyard Avenue, and west of Ventura Road.
LMD No. 11 (St. Tropez)	The district generally consists of property along and north of Rosebud Drive, east of N. H Street, south of Violet Way, and along and west of Grapevine Drive.
LMD No. 12 (Standard Pacific)	The district generally consists of property along and north of Moraine Way, east of N. Patterson Road, south of W. Gonzales Road, and west of Joliet Place.
LMD No. 13 (Le Village)	The district generally consists of property north of W. Vineyard Avenue, east of N. Ventura Road, south of Stone Creek Drive, and along and west of Larkhaven Lane.
LMD No. 14 (California Cove)	The district generally consists of property north of Stone Creek Drive and along Upper Bay Drive, east and south of N. Ventura Road, and along and west of Honeysuckle Drive.
LMD No. 16 (California Lighthouse)	The district generally consists of property north of Ninth Street, east of S. Ventura Road, south of W. Seventh Street, and west of Kingfisher Way.
LMD No. 23 (Greystone)	The district generally consists of property along and north of Quail Run Way, east of Kentia Street, along and south of Timber Creek Trail, and west of N. H Street.
LMD No. 24 (Vineyards)	The district generally consists of property north of W. Vineyard Avenue, east of Kentia Street, south of Rosebud Drive, and west of N. H Street.
LMD No. 25 (The Pointe)	The district generally consists of property along and north of New Haven Place, east of S. Patterson Road, south of W. Fifth Street, and west of Saratoga Street.
LMD No. 27 (Rose Island)	The district generally consists of property north of Raiders Way, east of Dallas Drive, south of Channel Islands Boulevard, and west of Cota Drive.
LMD No. 28 (Harborside)	The district generally consists of property north of E. Gonzales Road, east of N. Oxnard Boulevard, along and south of Hermosa Way, and west of Indiana Drive.
LMD No. 30 (Haas Automation)	The district generally consists of property north of E. Fifth Street, east of S. Rice Avenue, south of Sturgis Road, and west of S. Del Norte Boulevard.
LMD No. 31 (Rancho De La Rosa)	The district generally consists of property north of Camino Del Sol, east of N. Juanita Avenue, south of Camino De La Luna, and west of N. Rose Avenue.

District	General Location
LMD No. 32 (Oak Park)	The district generally consists of property north of E. Gonzales Road, east of Entrada Drive, south of Caliente Way, and west of Indiana Drive.
LMD No. 33 (El Paseo)	The district generally consists of property north of Camino Del Sol, east of Kohala Street, south of Jacinto Drive, and west of Paseo Ortega.
LMD No. 34 (Sunrise Pointe & Sunset Cove)	The district generally consists of property north of Camino Del Sol, along and east of Festivo Street, south of Jacinto Drive, and west of Kohala Road and property north of Jacinto Drive, east of Kohala Road, along and east of Ocaso Place and along and west of Paseo Ortega.
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	The district generally consists of property north of Camino De La Luna and Katrina Way, east of N. Juanita Avenue, south of Cesar Chavez Drive, and west of N. Rose Avenue.
LMD No. 37 (Pacific Breeze)	The district generally consists of property along and north of Mainsail Lane, east of Rialto Street, south of West Seventh Street, and west of S. Ventura Road.
LMD No. 38 (Aldea Del Mar)	The district generally consists of property north of Martin Luther King Jr. Drive, along and east of Limonero Place and Vacquero Circle, south of E. Gonzales Road, and west of Sonata Drive.
LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)	The district generally consists of property north of Morado Place, east of N. Oxnard Boulevard, south of Martin Luther King Jr. Drive and Ocotlan Way, and west of N. Juanita Avenue.
LMD No. 40 (Cantada)	The district generally consists of property north of Cesar Chavez Drive, east of N. Rose Avenue, south of Socorro Way, and west of Williams Drive.
LMD No. 41 (Pacific Cove)	The district generally consists of property north of E. Hueneme Road, east of Saviers Road, south of E. Clara Street, and along and west of Dunbar Drive.
LMD No. 42 (Cantabria & Coronado)	The district generally consists of property north of Cesar Chavez Drive, east of Sonata Drive and Teresa Street, south of E. Gonzales Road, and west of N. Rose Avenue.
LMD No. 43 (Greenbelt)	The district generally consists of property north of Cesar Chavez Drive, east of Williams Drive, south of Wankel Way, and west of Graves Avenue.
LMD No. 46 (Daily Ranch)	The district generally consists of property north of Camino Del Sol, east of Oxnard Boulevard, south of Morado Place, and west of Robert J. Frank Intermediate School.
LMD No. 47 (Sycamore Place)	The district generally consists of property north of E. Gonzales Road, east of Indiana Drive, south of Caliente Way, and west of Snow Avenue.
LMD No. 49 (Cameron Ranch)	The district generally consists of property north of Milagro Place, east of Gibraltar Street, along and south of Ocaso Place, and west of Kohala Street.
LMD No. 50 (Pleasant Valley Senior Housing)	The district generally consists of property north of E. Pleasant Valley Road, east of Lemon Avenue, south and west of Butler Road.

District	General Location
LMD No. 51 (Pfeiler)	The district generally consists of property north of Cesar Chavez Drive, along and east of Fuente Drive, south of Martin Luther King Jr. Drive, and west of Pinata Drive.
LMD No. 52 (Wingfield)	The district generally consists of property along and north of Naples Road, along and east of Northport Lane, south of Dunkirk Drive, and west of S. Patterson Road.
LMD No. 53 (Huff Court)	The district generally consists of property north of Penny Way, east of Patricia Street, south of Firethorne Place, and west of Gina Drive.
LMD No. 54 (Meadowcrest Villas)	The district generally consists of property north of W. Robert Avenue, south and east of N. A Street, and west of N. Oxnard Boulevard.
LMD No. 55 (Wingfield West)	The district generally consists of property along and north of Dunkirk Road, east of Jolly Roger Way, south of W. Fifth Street, and west of Northport Lane.
LMD No. 58 (Westwind)	The district generally consists of property north of E. Clara Street, east of Columbus Place, south of Spruce Drive and Howell Road, and west of Cypress Road.
LMD No. 60 (Artisan)	The district generally consists of property north of Wankel Way, east of Williams Drive, south of Gonzales Road, and west of N. Lombard Street.

Please refer to Resolution 15,031 approved by City Council on June 20, 2017, for details related to the eighteen (18) additional districts previously dissolved. Further, please refer to Resolution 15,145 approved by City Council on June 5, 2018, for details related to the two (2) additional districts dissolved.

10.2 Description of Improvements by District

Listed below are the Districts along with a summary of their respective improvement descriptions, based on the Engineer's Reports referenced in Section 10.7 of this Report.

District	District Improvements
LMD No. 3 (River Ridge)	Trees, shrubs, and ground cover
LMD No. 10 (Country Club Estates)	Trees, shrubs, and ground cover
LMD No. 11 (St. Tropez)	Trees, shrubs, and ground cover
LMD No. 12 (Standard Pacific)	Trees, shrubs, and ground cover
LMD No. 13 (Le Village)	Trees, shrubs, and ground cover
LMD No. 14 (California Cove)	Trees, shrubs, and ground cover
LMD No. 16 (California Lighthouse)	Trees, shrubs, and ground cover
LMD No. 23 (Greystone)	Trees, shrubs, and ground cover
LMD No. 24 (Vineyards)	Trees, shrubs, and ground cover
LMD No. 25 (The Pointe)	Trees, shrubs, and ground cover
LMD No. 27 (Rose Island)	Trees, shrubs, turf, sidewalks, screen walls/fencing, and ground cover
LMD No. 28 (Harborside)	Trees, shrubs, turf, sidewalks, sound and screen walls/fencing, and ground cover
LMD No. 30 (Haas Automation)	Trees, shrubs, turf, sidewalks, screen walls/fencing, and ground cover
LMD No. 31 (Rancho De La Rosa)	Trees, shrubs, turf, ornamental vegetation, parkways, sidewalks, sound and screen walls, mailboxes, and fences
LMD No. 32 (Oak Park)	Trees, shrubs, turf, sidewalks, sound and screen walls/fencing, ground cover and Borchard Oak Park
LMD No. 33 (El Paseo)	Trees, shrubs, turf, sidewalks, sound and screen walls/fencing, and ground cover
LMD No. 34 (Sunrise Pointe & Sunset Cove)	Trees, shrubs, turf, sidewalks, sound and screen walls/fencing, and ground cover
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, and ground cover
LMD No. 37 (Pacific Breeze)	Trees, shrubs, turf, sidewalks, and ground cover
LMD No. 38 (Aldea Del Mar)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, and ground cover
LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, mailboxes and ground cover
LMD No. 40 (Cantada)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, and ground cover
LMD No. 41 (Pacific Cove)	Trees, shrubs, turf, sidewalks, theme light poles, sign monuments, and ground cover
LMD No. 42 (Cantabria & Coronado)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, medians, and ground cover
LMD No. 43 (Greenbelt)	Trees, shrubs, turf, sidewalks, theme light poles, park benches, trash containers, overhead structures, screen walls/fencing, and ground cover

District	District Improvements
LMD No. 46 (Daily Ranch)	Trees, shrubs, turf, sidewalks, theme light poles, park benches, trash containers, overhead structures, screen walls/fencing, mailboxes, medians, detention basins, ground cover and Promesa/Sueno Park amenities
LMD No. 47 (Sycamore Place)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, medians, entry sign monuments, mailboxes, and ground cover
LMD No. 49 (Cameron Ranch)	Trees, shrubs, turf, sidewalks, theme light poles, ornamental lighting, screen walls/fencing, medians, and ground cover
LMD No. 50 (Pleasant Valley Senior Housing)	Trees, shrubs, turf, sidewalks, screen walls/fencing, and ground cover
LMD No. 51 (Pfeiler)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, mailboxes, detention basins, ground cover and Pfeiler Park amenities
LMD No. 52 (Wingfield)	Trees, shrubs, turf, sidewalks, ornamental lighting, medians, mailboxes, and ground cover
LMD No. 53 (Huff Court)	Trees, shrubs, turf, sidewalks, ornamental lighting, screen walls/fencing, mailboxes, and ground cover
LMD No. 54 (Meadowcrest Villas)	Trees, shrubs, turf, sidewalks, screen walls/fencing, and ground cover
LMD No. 55 (Wingfield West)	Trees, shrubs, turf, sidewalks, theme light poles, mailboxes, and ground cover
LMD No. 58 (Westwind)	Trees, shrubs, turf, sidewalks, theme light poles, ground cover and Garden City Acres Park amenities
LMD No. 60 (Artisan)	Trees, shrubs, turf, sidewalks, theme light poles, park benches, trash containers, doggie bag sections, overhead structures, screen walls/fencing, and ground cover

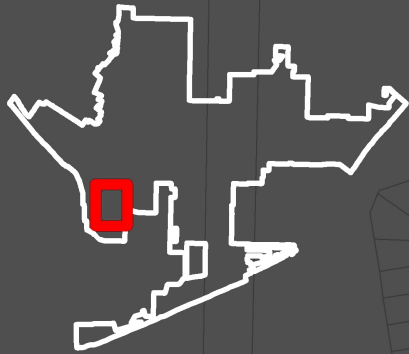
10.3 Map of Improvements

The following maps show the general location of the improvements for each District. The improvements listed may not be exhaustive and are subject to modification, further improvement and/or removal.

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 3 (River Ridge)



-  DETENTION BASIN
-  HARDSCAPE
-  LANDSCAPE
-  MEDIAN
-  PARK
-  TRAFFIC CIRCLE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

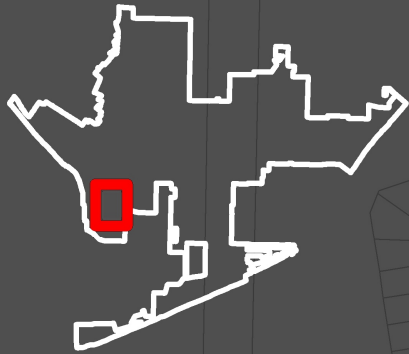
Prepared by NBS - January 2017

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CITY OF OXNARD

Map of Authorized Improvements

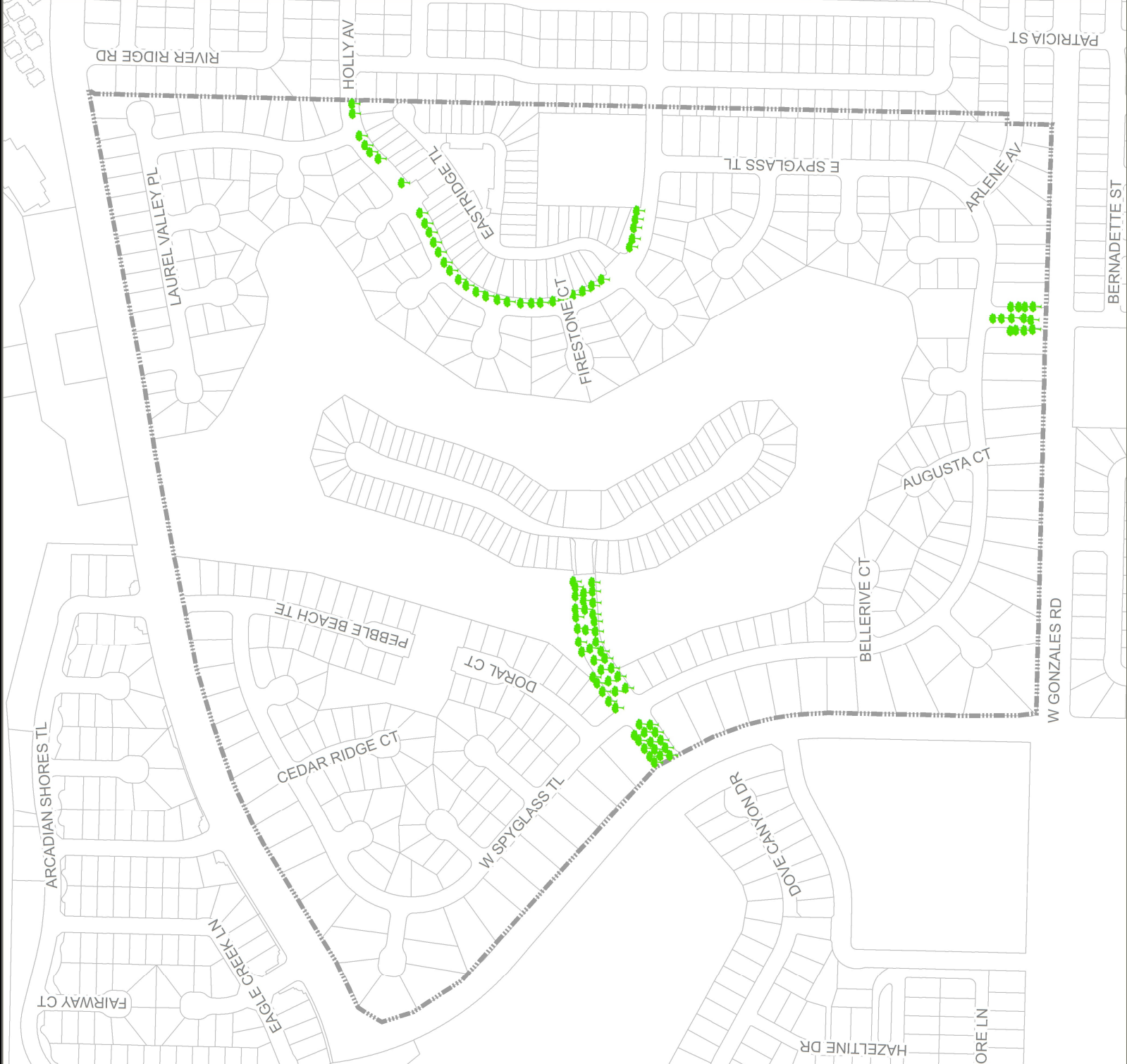
LMD No. 3 (River Ridge)



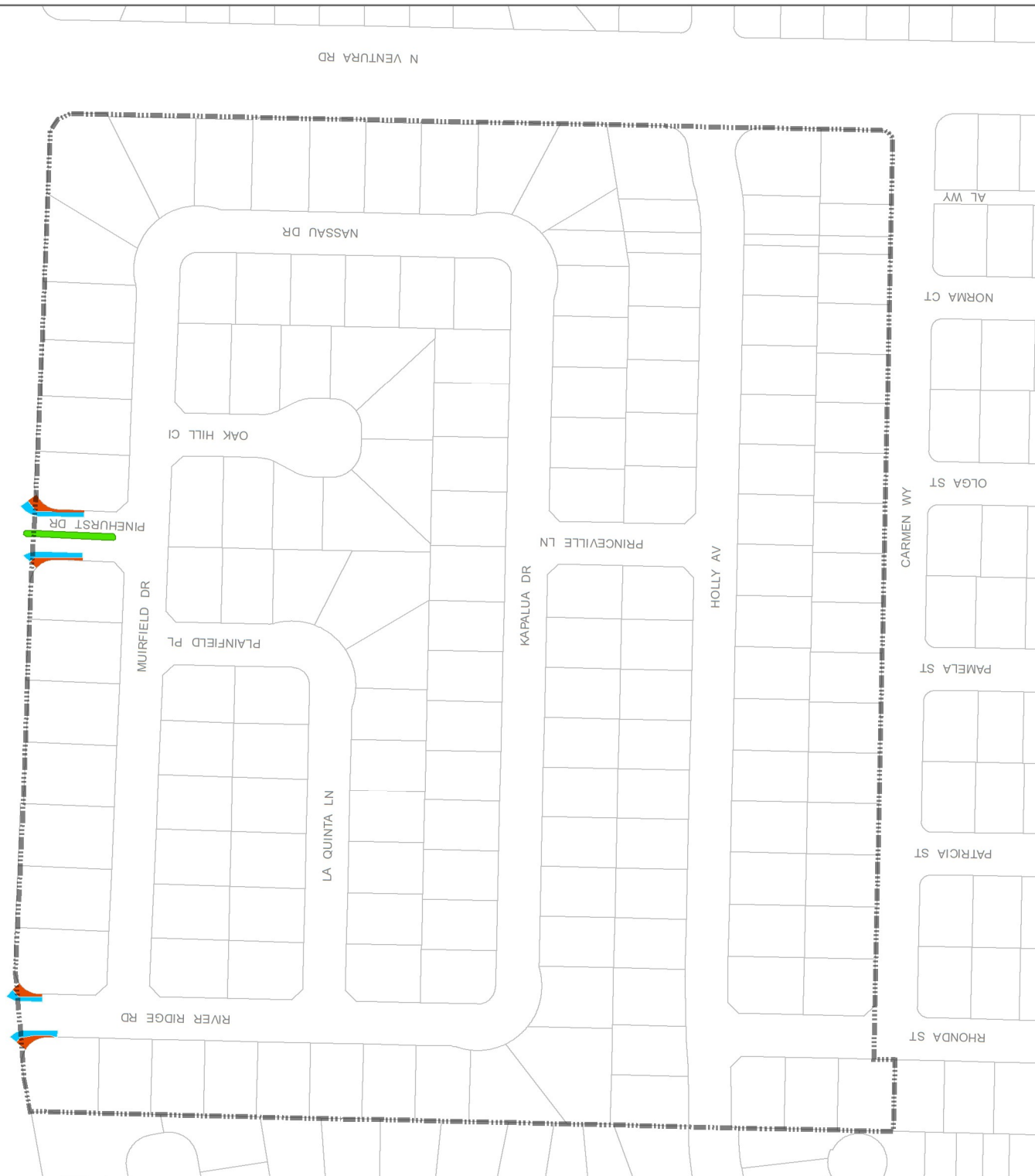
AVIARA LN
 ARDMORE LN
 Coordinate System: NAD 1983 StatePlane California
 FIPS 0405 Feet

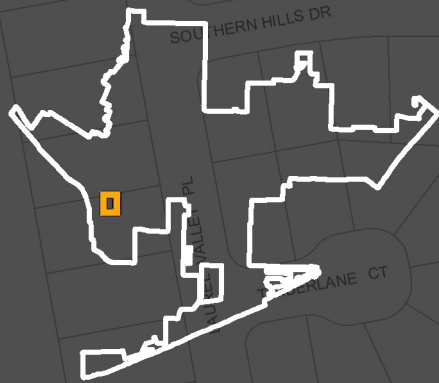
Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017

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Authorized Improvements LMD No. 10 (Country Club Estates)





TREES



DISTRICT BOUNDARY

CITY BOUNDARY



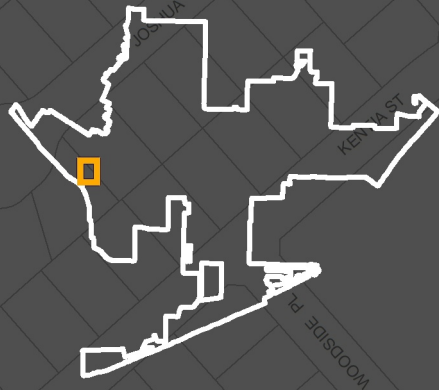
Page 2 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

Source: City of Oxnard & Ventura County



Authorized Improvements LMD No. II (St. Tropez)



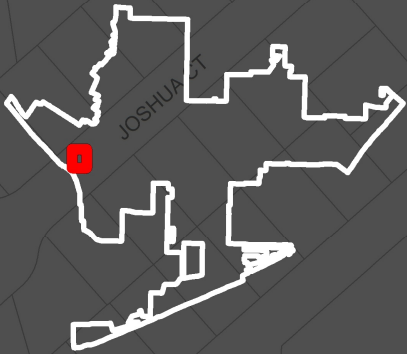
-  HARDSCAPE
-  LANDSCAPE
-  DISTRICT BOUNDARY
-  CITY BOUNDARY



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 11 (St. Tropez)



TREES

DISTRICT BOUNDARY



CITY BOUNDARY



0 250 500 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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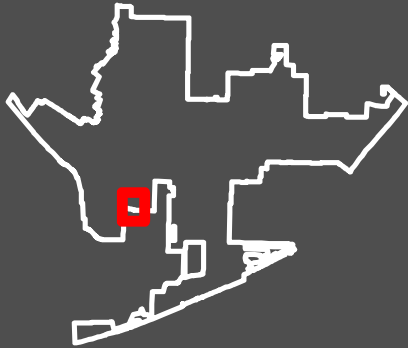
QUAIL RUN WY



CITY OF OXNARD

District Boundaries

LMD No.12
(Standard Pacific)



- LANDSCAPE
- MEDIAN
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - September 2020

Page 1 of 1

W Gonzales Rd

W Gonzales Rd

Wood Opal Way

Beryl Ave

Bernadette St

Zircon Ave

Volcano Ct

Ebony Dr

Gallatin Pl

Evangeline Pl

Uranium Dr

Amethyst Ave

Topaz Ct

Joliet Pl

Cabrillo Way

Ruby Dr

Amber Ave

Pyrite Pl

Yukonite Pl

Nebula St

Basalt St

Moraine Way

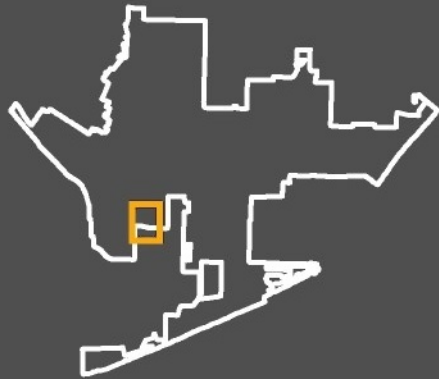
Oneida Pl

Oneida Way

Natalie Pl

Coronado Pl

Authorized Improvements LMD No. 12 (Standard Pacific)



- TREES
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 125 250 500 Feet

W GONZALES RD

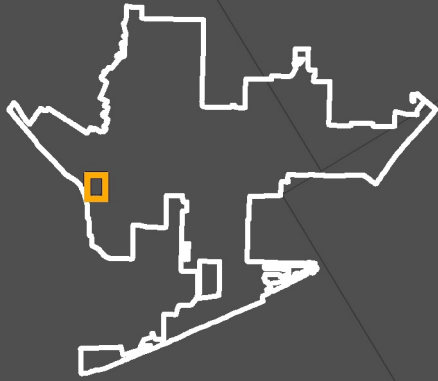
ARDMORE LN

W SPYGLASS TL

E SPYGLASS TL



Authorized Improvements LMD No. 13 (Le Village)



- HARDSCAPE
- LANDSCAPE
- MEDIAN
- CITY BOUNDARY



W VINEYARD

0 75 150 300 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

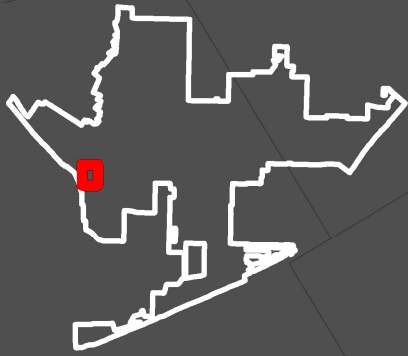
Source: City of Oxnard & Ventura County



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 13 (Le Village)



- TREES
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 265 530 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

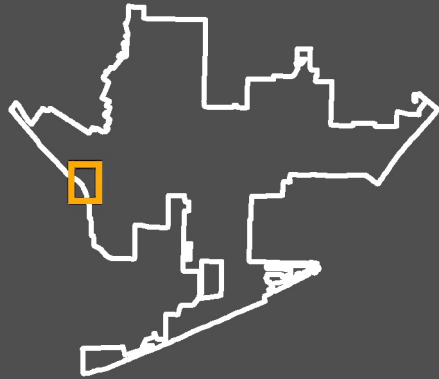
Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017

MURFIELD DR

Page 2 of 2



Authorized Improvements LMD No. 14 (California Cove)



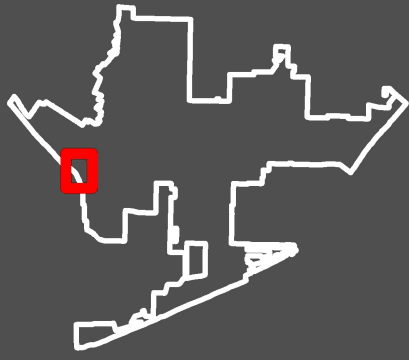
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- TRAFFIC CIRCLE
- CITY BOUNDARY



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 14 (California Cove)



- TREES
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

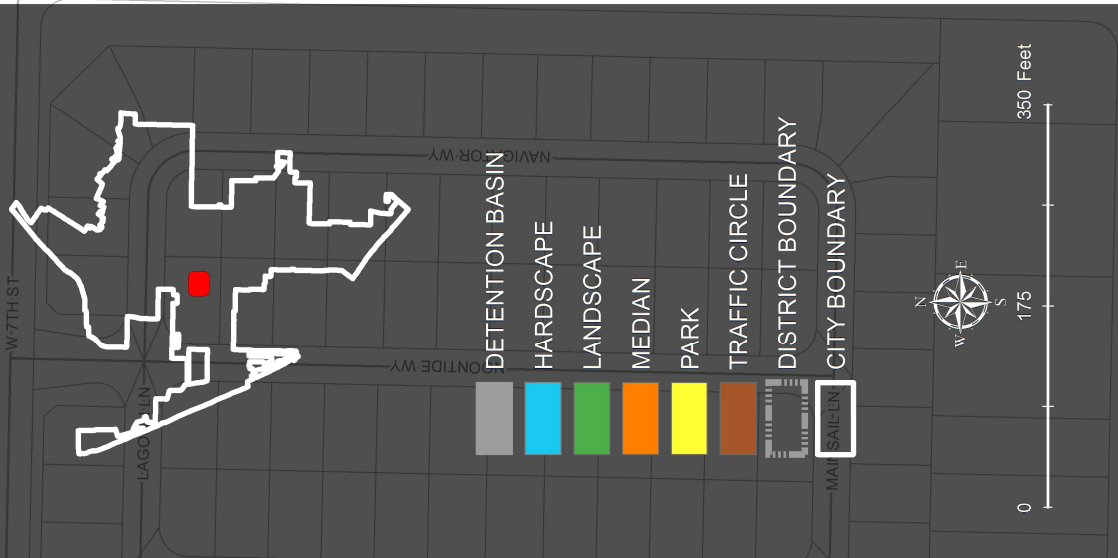
Page 2 of 2



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 16 (California Lighthouse)



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 16 (California Lighthouse)



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 23 (Greystone)



- STREETS
- HARDSCAPE
- LANDSCAPE
- DISTRICT BOUNDARY
- CITY BOUNDARY



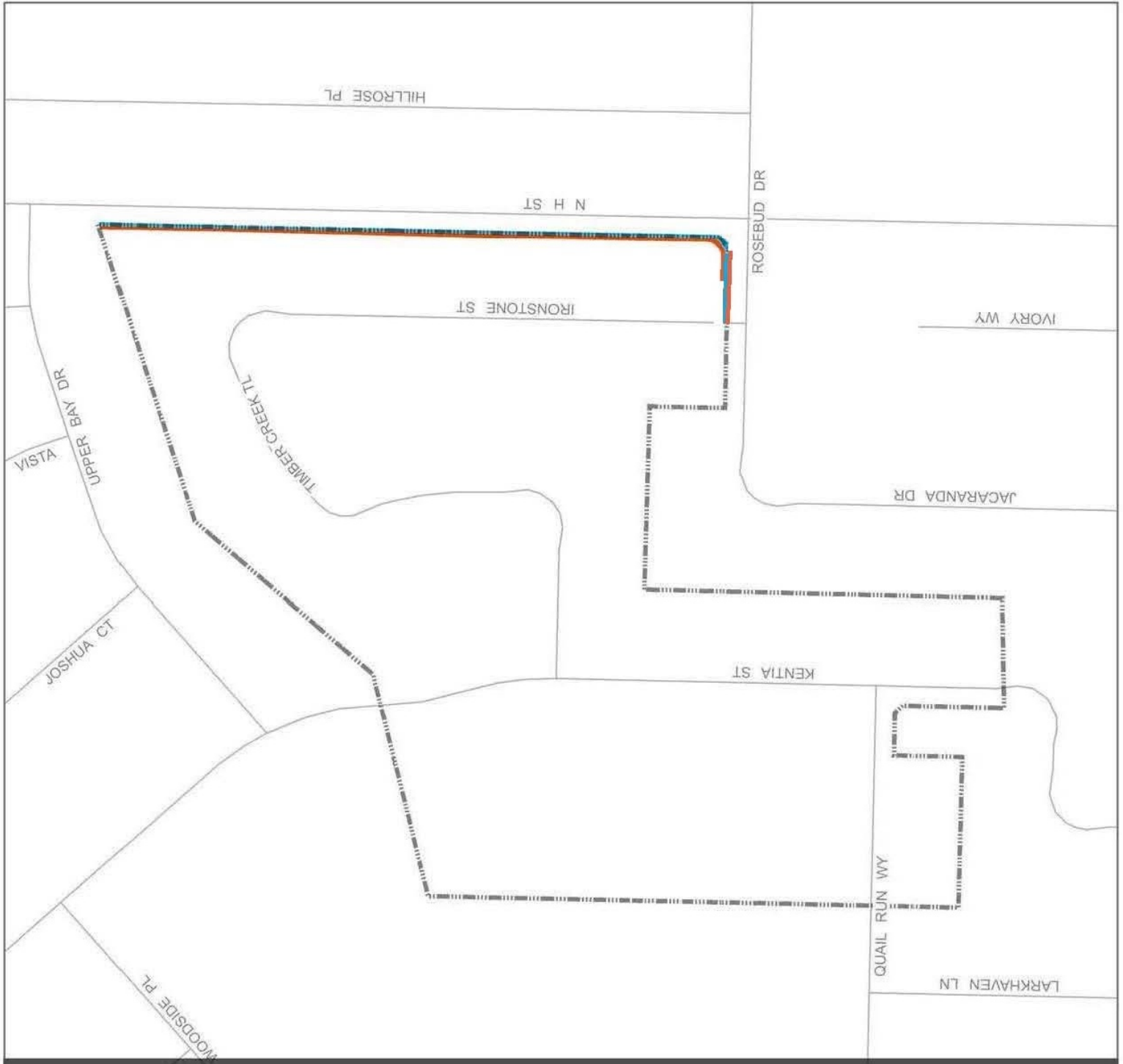
0 200 400 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - April 2016

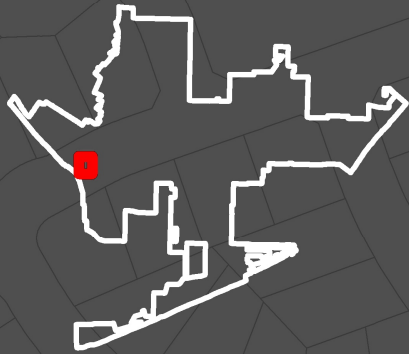
Page 1 of 2



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 23 (Greystone)



- TREES
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 220 440 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

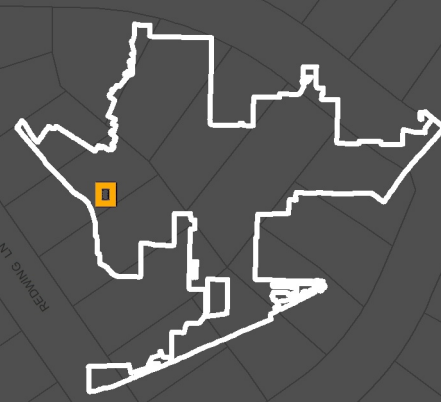
Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

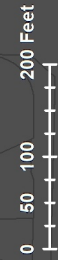
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Authorized Improvements LMD No. 24 (Vineyards)



- HARDSCAPE
- LANDSCAPE
- MEDIAN
- TRAFFIC CIRCLE
- CITY BOUNDARY



Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

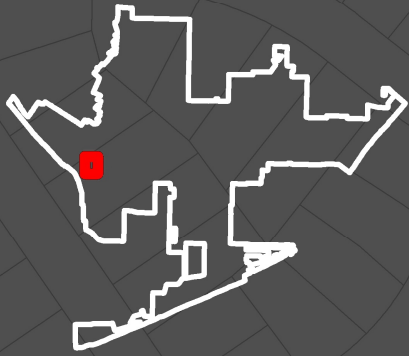
Source: City of Oxnard & Ventura County



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 24 (Vineyards)



TREES

DISTRICT BOUNDARY

CITY BOUNDARY



0 220 440 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

Page 2 of 2

W VINEYARD AV

TIMBER CREEK TL

KENTIA ST

ROSEBUD DR

JACARANDA DR

QUAIL RUN WY

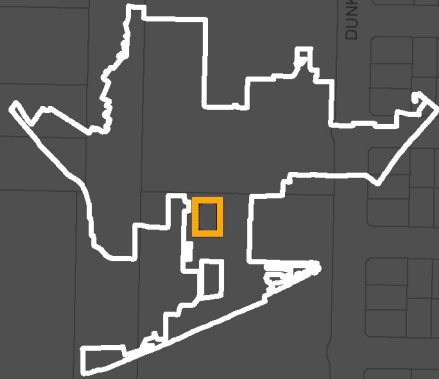
LARKHAVEN LN

ORION WY

15 SH ST

NIGHTINGALE PL

Authorized Improvements LMD No. 25 (Pointe)



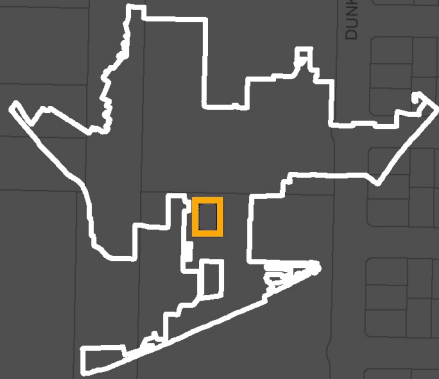
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- CITY BOUNDARY



Page 1 of 2
 Coordinate System: NAD 1983 StatePlane
 California FIPS 0405 Feet
 Source: City of Oxnard & Ventura County



Authorized Improvements LMD No. 25 (Pointe)



LAZARO LN
IBIZA LN
HALIFAX LN
GENOA LN
DUNKIRK DR
NAPLES DR

TREES

CITY BOUNDARY



Page 2 of 2
Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet
Source: City of Oxnard & Ventura County

W 5TH ST

S PATTERSON RD

FREEPORT LN

ENSIGN PL
CORNWALL DR
BINNACLE ST
RAFT LN
PERTH PL
LANYARD WY
SNIPER WY
MISTRAL PL
ORLOP PL
KITE DR
W 7TH ST
TRANSON WY

OARFISH LN

OARFISH CT

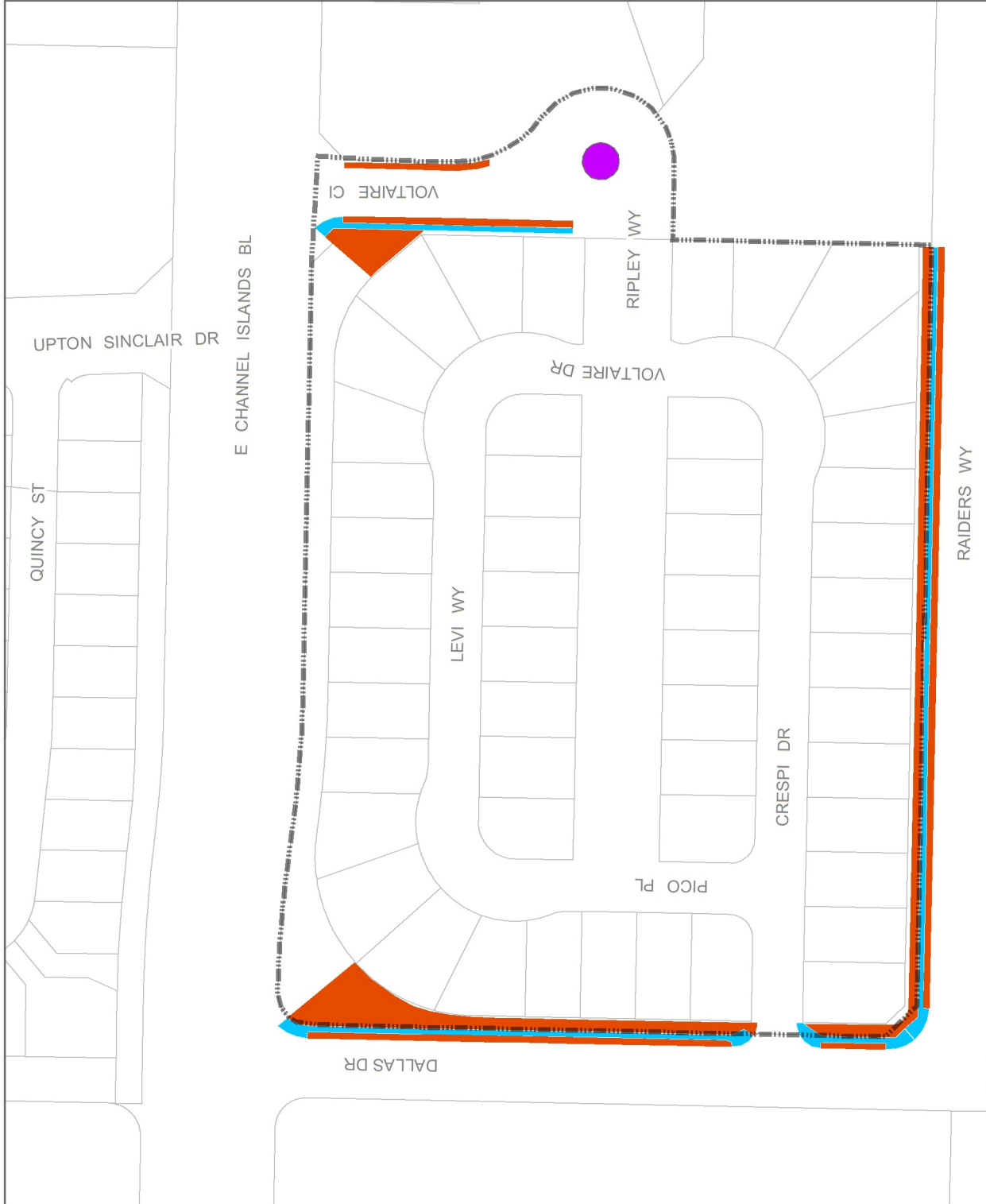
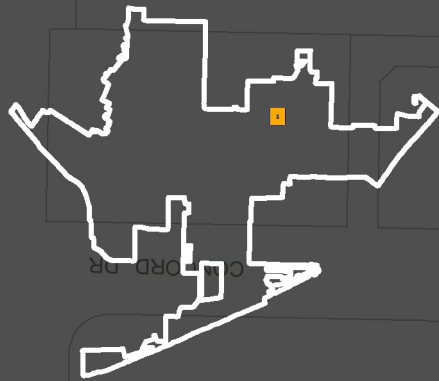
TAFFRAIL LN
KELP ST
DEVILFISH DR

W 9TH ST

WALES DR
OUTSAIL LN

SARATOGA ST

Authorized Improvements LMD No. 27 (Rose Island)



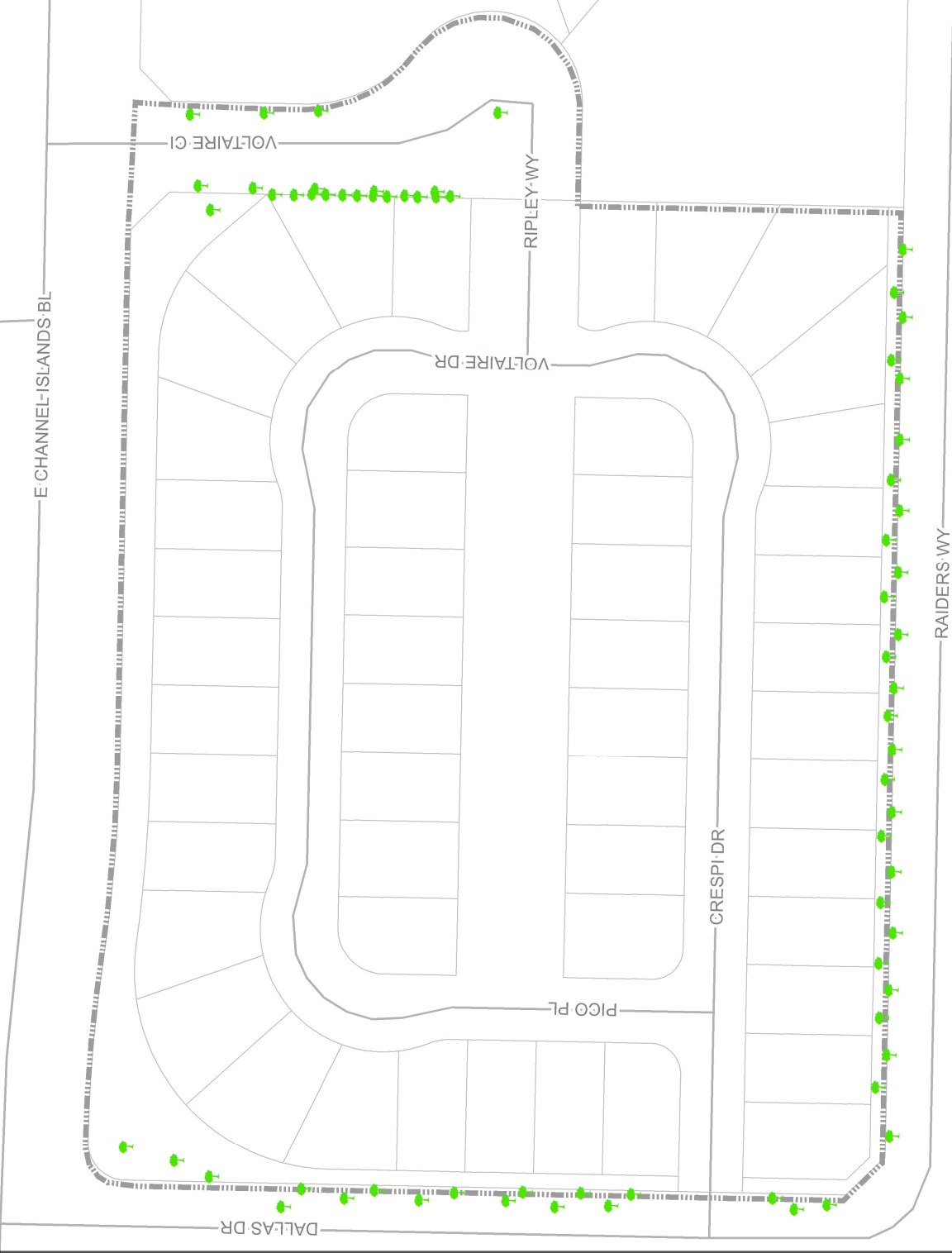
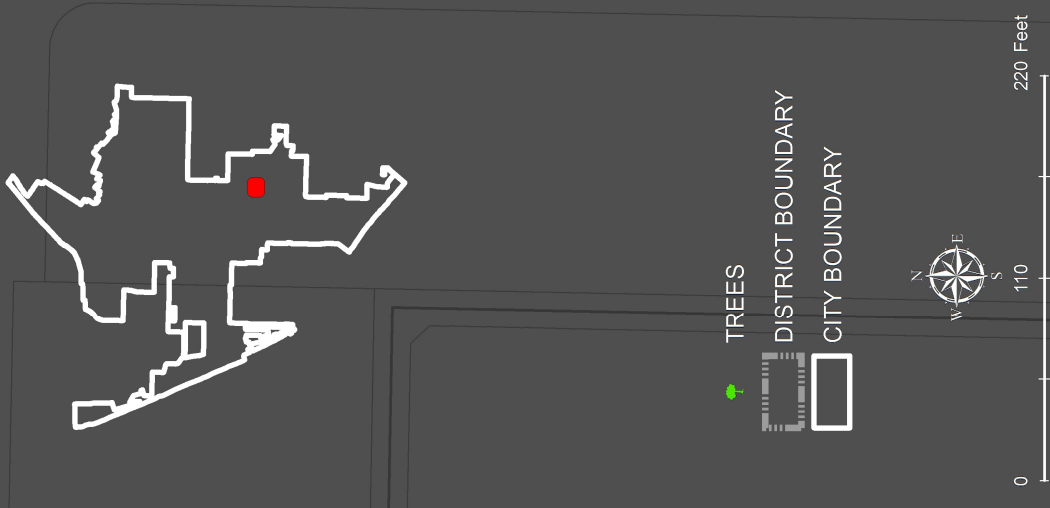
- HARDSCAPE
- LANDSCAPE
- TRAFFIC CIRCLE
- CITY BOUNDARY



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 27 (Rose Island)



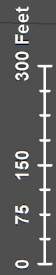
Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County
Prepared by NBS - January 2017

Authorized Improvements LMD No. 28 (Harborside)



- HARDSCAPE
- LANDSCAPE
- MEDIAN
- CITY BOUNDARY



Authorized Improvements LMD No. 28 (Harborside)

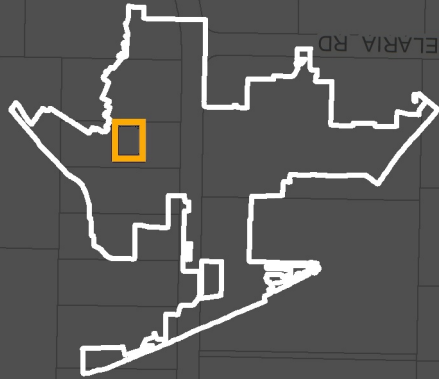


TREES

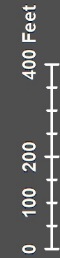
CITY BOUNDARY



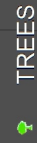
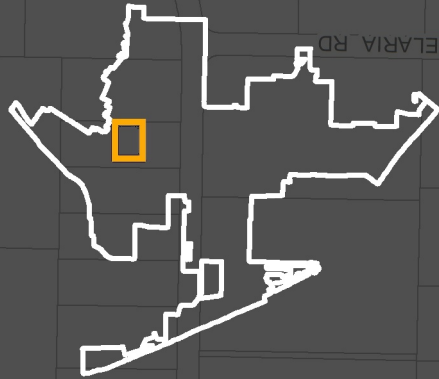
Authorized Improvements LMD No. 30 (Haas Automation)



- HARDSCAPE
- LANDSCAPE
- CITY BOUNDARY



Authorized Improvements LMD No. 30 (Haas Automation)



TREES



CITY BOUNDARY



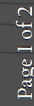
Page 2 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

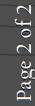
Source: City of Oxnard & Ventura County



A map of the City of Houston, Texas, with a yellow square highlighting the central area where the proposed project is located. The map shows the city's irregular boundary and major streets like I-10, I-610, and I-25. The highlighted area is in the central part of the city, near the intersection of I-610 and I-25.



Source: City of Oxnard & Ventura County

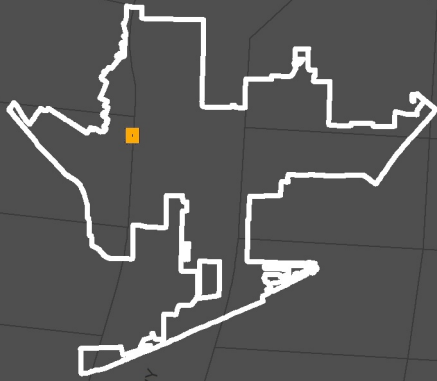


Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

Source: City of Oxnard & Ventura County



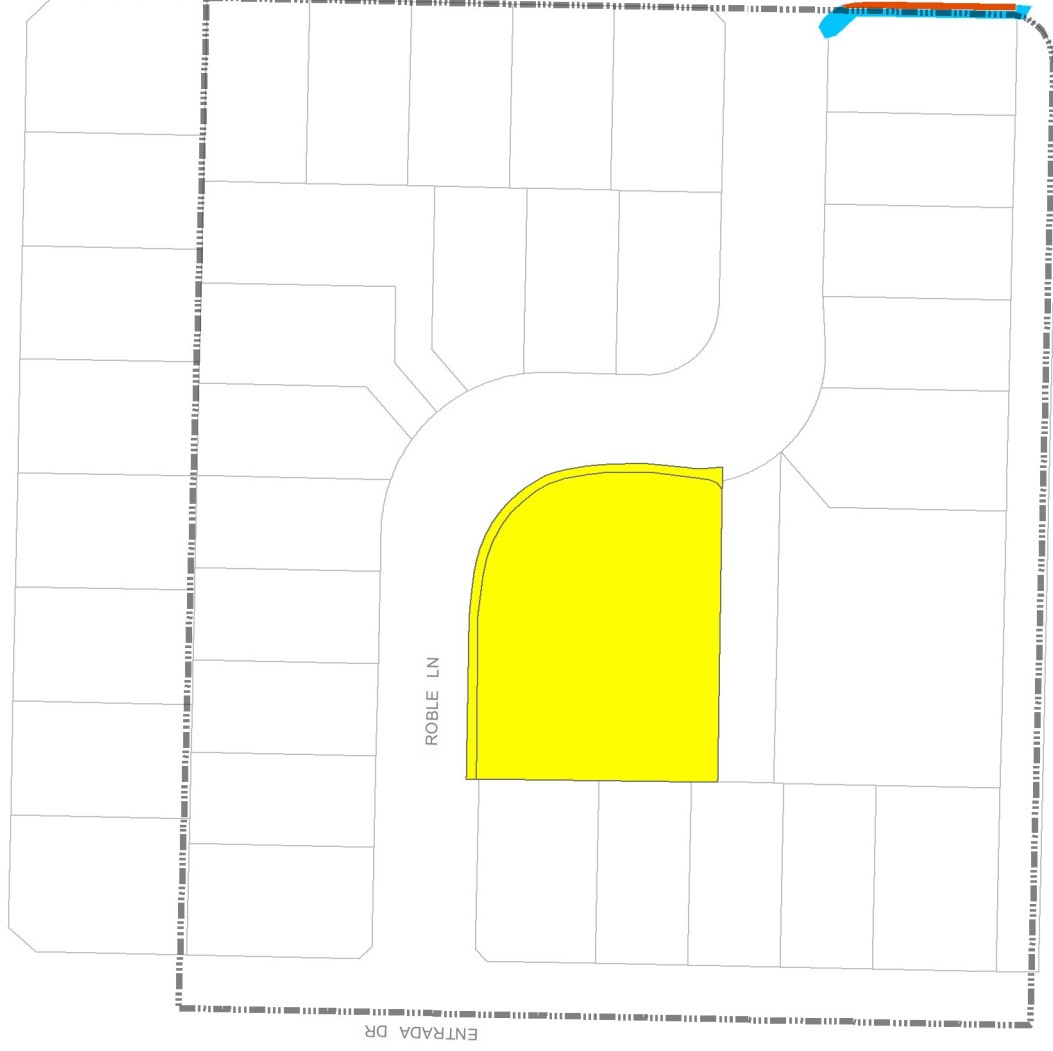
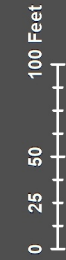
Authorized Improvements LMD No. 32 (Oak Park)



DEL AMO WY

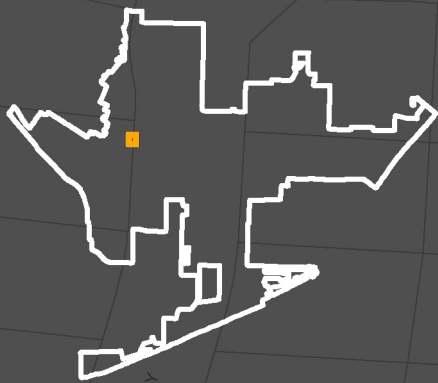
ALISO PL

-  HARDSCAPE
-  LANDSCAPE
-  PARK
-  CITY BOUNDARY



E GONZALES RD

Authorized Improvements LMD No. 32 (Oak Park)



DEL AMO WY

ALISO PL

TREES

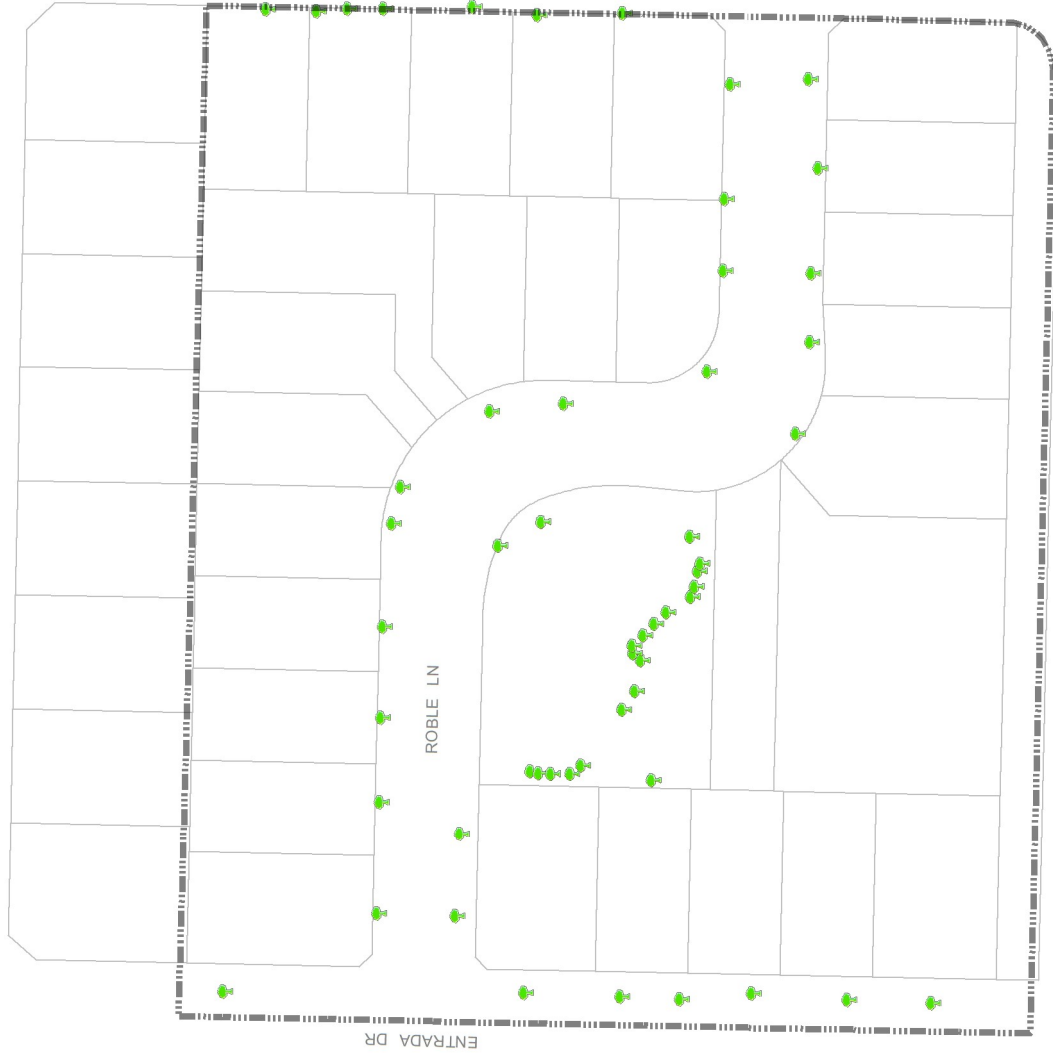
CITY BOUNDARY



Page 2 of 2

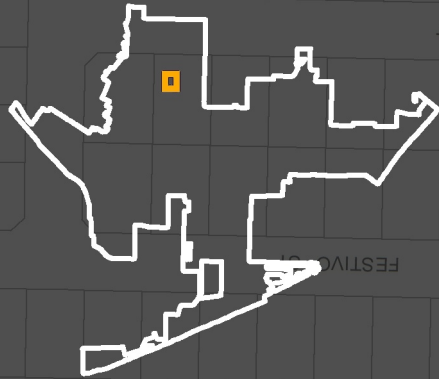
Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

Source: City of Oxnard & Ventura County



E GONZALES RD

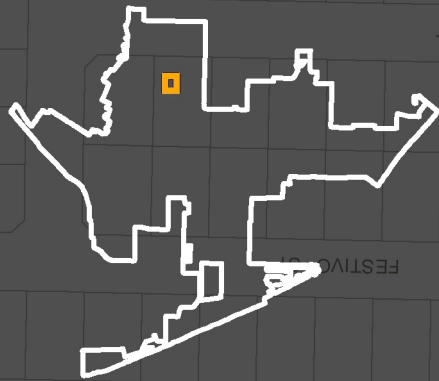
Authorized Improvements LMD No. 33 (El Paso)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- CITY BOUNDARY



Authorized Improvements LMD No. 33 (El Paso)

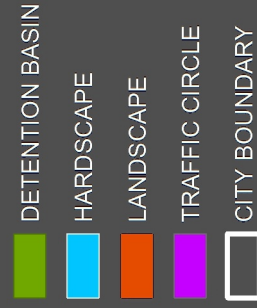
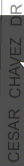


TREES

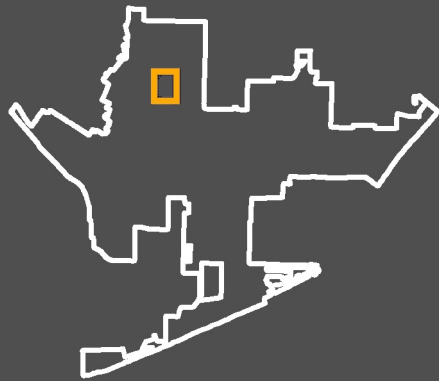
CITY BOUNDARY



CESAR CHAVEZ DR

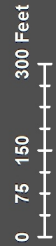


Authorized Improvements LMD No. 34 (Sunrise Pointe & Sunset Cove)



TREES

CITY BOUNDARY



Authorized Improvements LMD No. 36 (Villa Santa Cruz & Villa Carmel)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- TRAFFIC CIRCLE
- CITY BOUNDARY

0 125 250 500 Feet

Page 1 of 2
Coordinate System: NAD 1983 - StatePlane
California FIPS 0405 Feet
Source: City of Oxnard & Ventura County



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 36 (Villa Santa Cruz & Villa Carmel)



- TREES
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 175 350 700 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

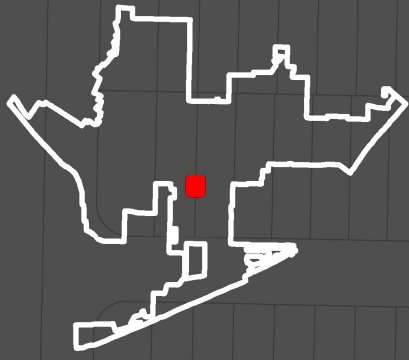
Page 2 of 2



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 37 (Pacific Breeze)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

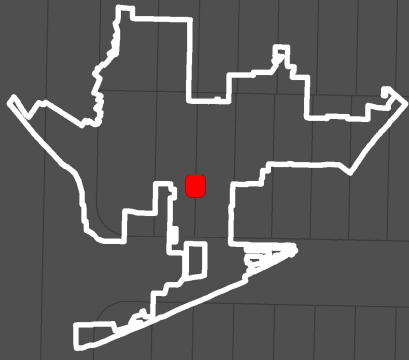
Page 1 of 2



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 37 (Pacific Breeze)



ARATOGA ST

RIALTO ST

TREES

DISTRICT BOUNDARY

CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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Authorized Improvements LMD No: 38 (Aldea Del Mar)



0 125 250 500 Feet

Page 1 of 2

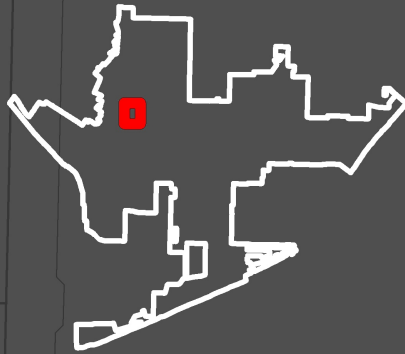
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California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

CITY OF OXNARD

Map of Authorized Improvements

LMD No. 38 (Aldea Del Mar)



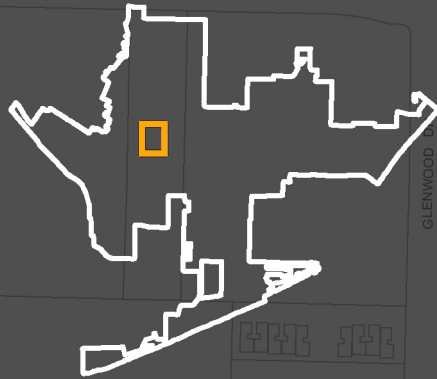
- TREES
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 100 200 400 Feet



Authorized Improvements LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- PARK
- CITY BOUNDARY

0 100 200 400 Feet

Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

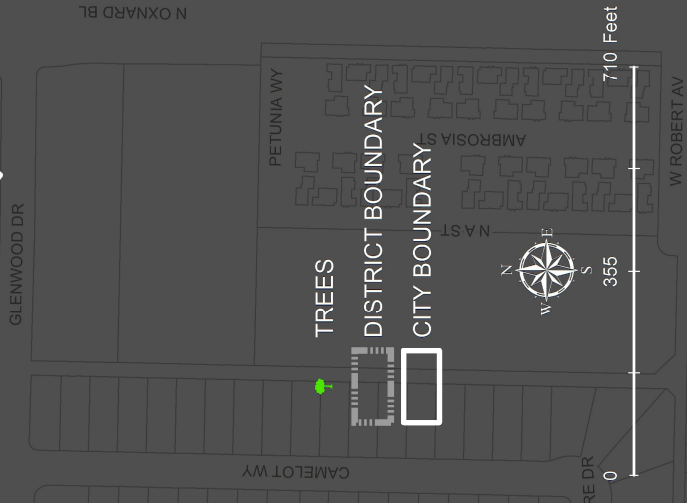
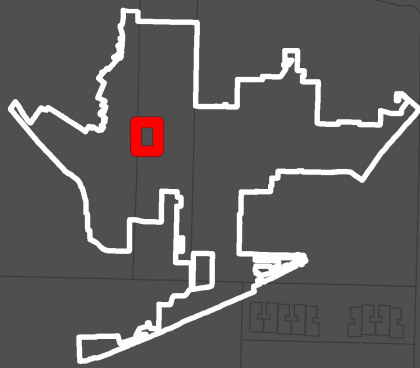
Source: City of Oxnard & Ventura County



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 39 (Promesa/Sueno and DR Horton/Seawinds)



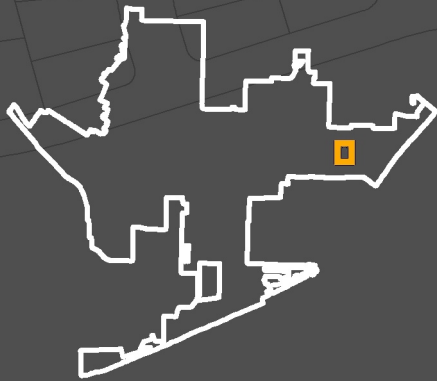
Authorized Improvements LMD No. 40 (Cantada)



Authorized Improvements LMD No. 40 (Cantada)



Authorized Improvements LMD No. 41 (Pacific Cove)



CUESTA DEL MAR DR

HARDSCAPE

LANDSCAPE

TRAFFIC CIRCLE

CITY BOUNDARY



Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

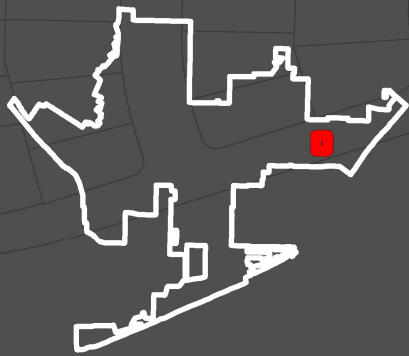
Source: City of Oxnard & Ventura County



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 41 (Pacific Cove)



TREES



DISTRICT BOUNDARY



CITY BOUNDARY



0 200 400 Feet

Coordinate System: NAD 1983 StatePlane California
FIPS 0405 Feet

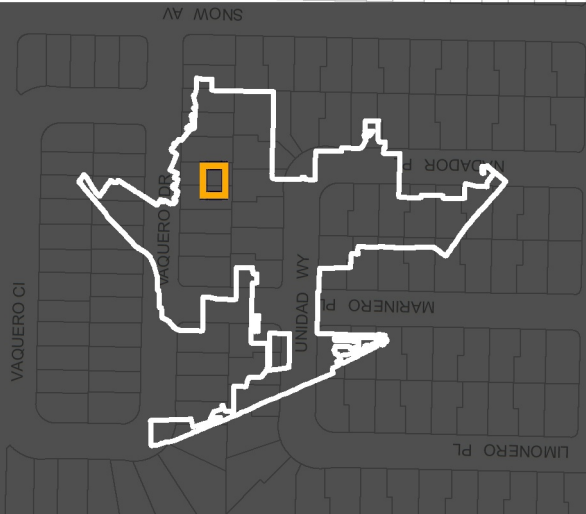
Source: City of Oxnard & Ventura County

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Authorized Improvements LMD No. 42 (Cantabria & Coronado)



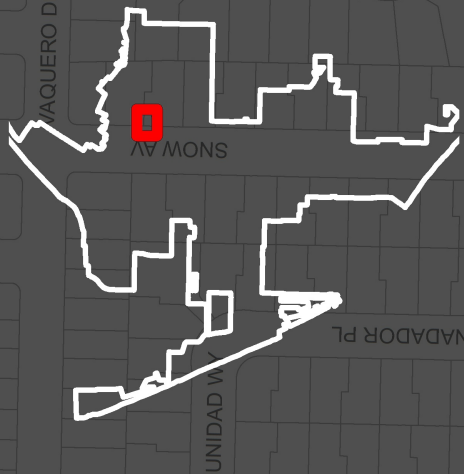
- HARDSCAPE
- LANDSCAPE
- TRAFFIC CIRCLE
- CITY BOUNDARY



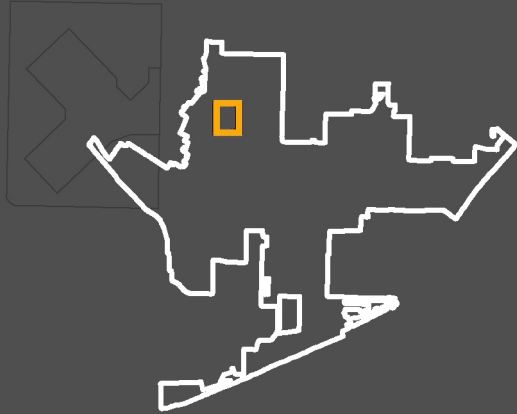
CITY OF OXNARD

Maintenance Cost Responsibility

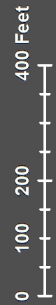
LMD No. 42 (Cantabria & Coronado)



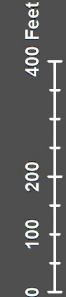
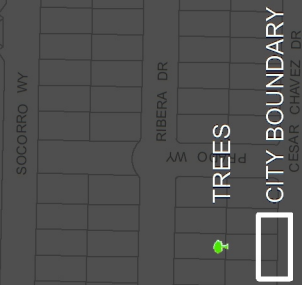
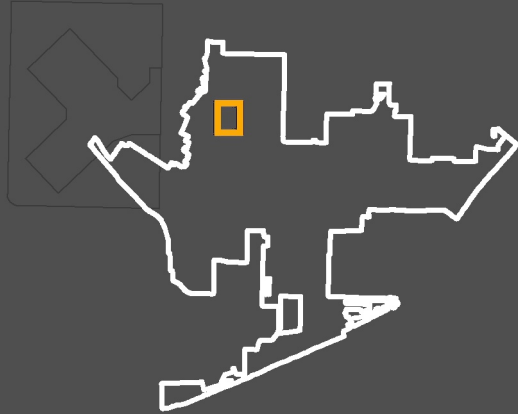
Authorized Improvements LMD No. 43 (Greenbelt)



-  **HARDSCAPE**
-  **LANDSCAPE**
-  **CITY BOUNDARY**



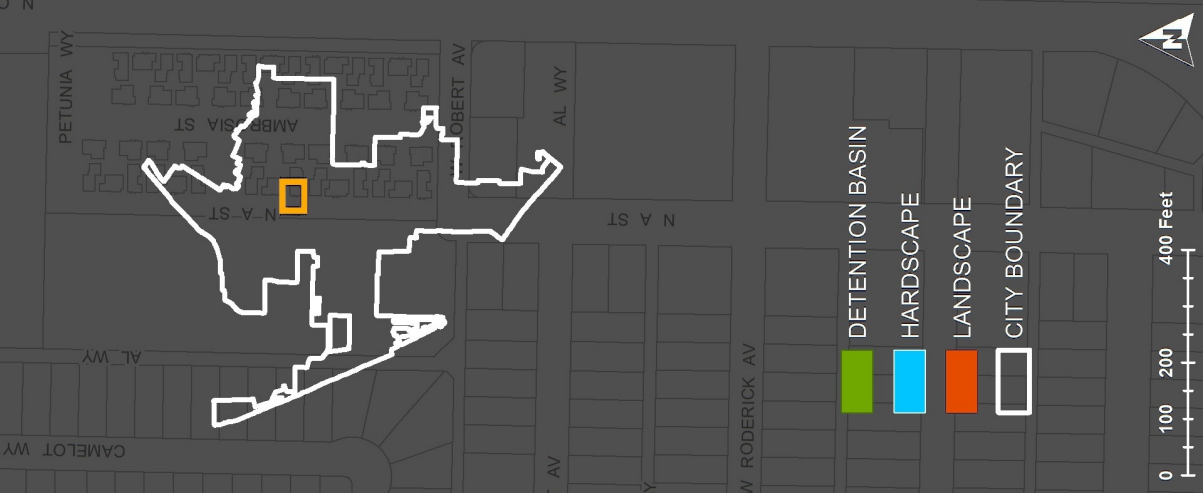
Authorized Improvements LMD No. 43 (Greenbelt)



Page 2 of 2
 Coordinate System: NAD 1983 StatePlane
 California FIPS 0405 Feet
 Source: City of Oxnard & Ventura County



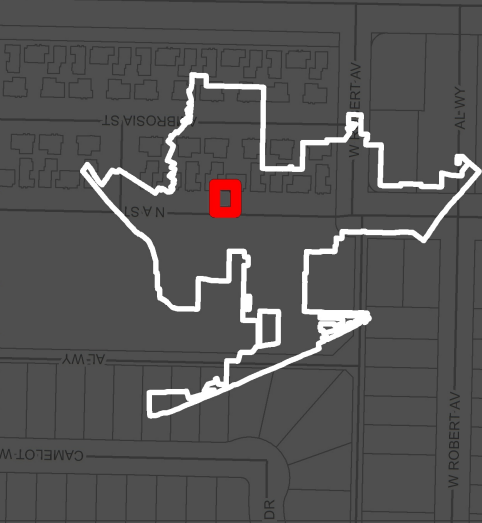
Authorized Improvements LMD No. 46 (Daily Ranch)



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 46 (Daily Ranch)



TREES

DISTRICT BOUNDARY

CITY BOUNDARY



0 175 350 700 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

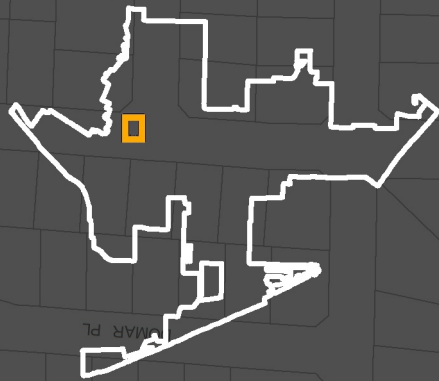
Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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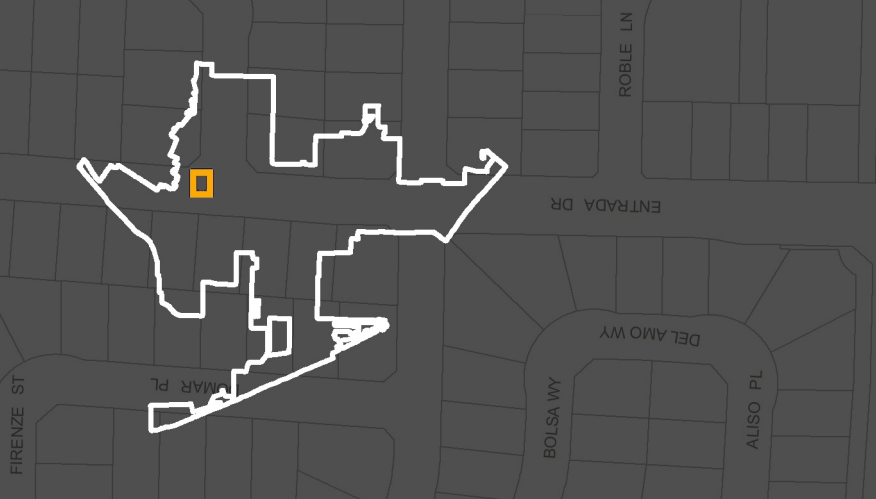
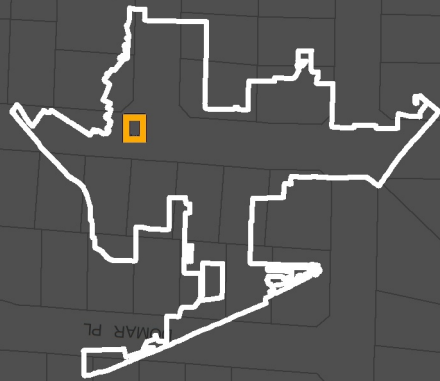
Authorized Improvements LMD No. 47 (Sycamore Place)



-  HARDSCAPE
-  LANDSCAPE
-  TRAFFIC CIRCLE
-  CITY BOUNDARY



Authorized Improvements LMD No. 47 (Sycamore Place)

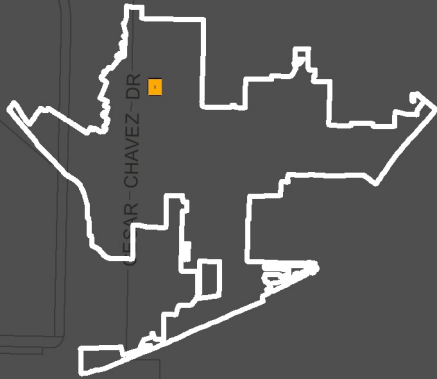


TREES

CITY BOUNDARY



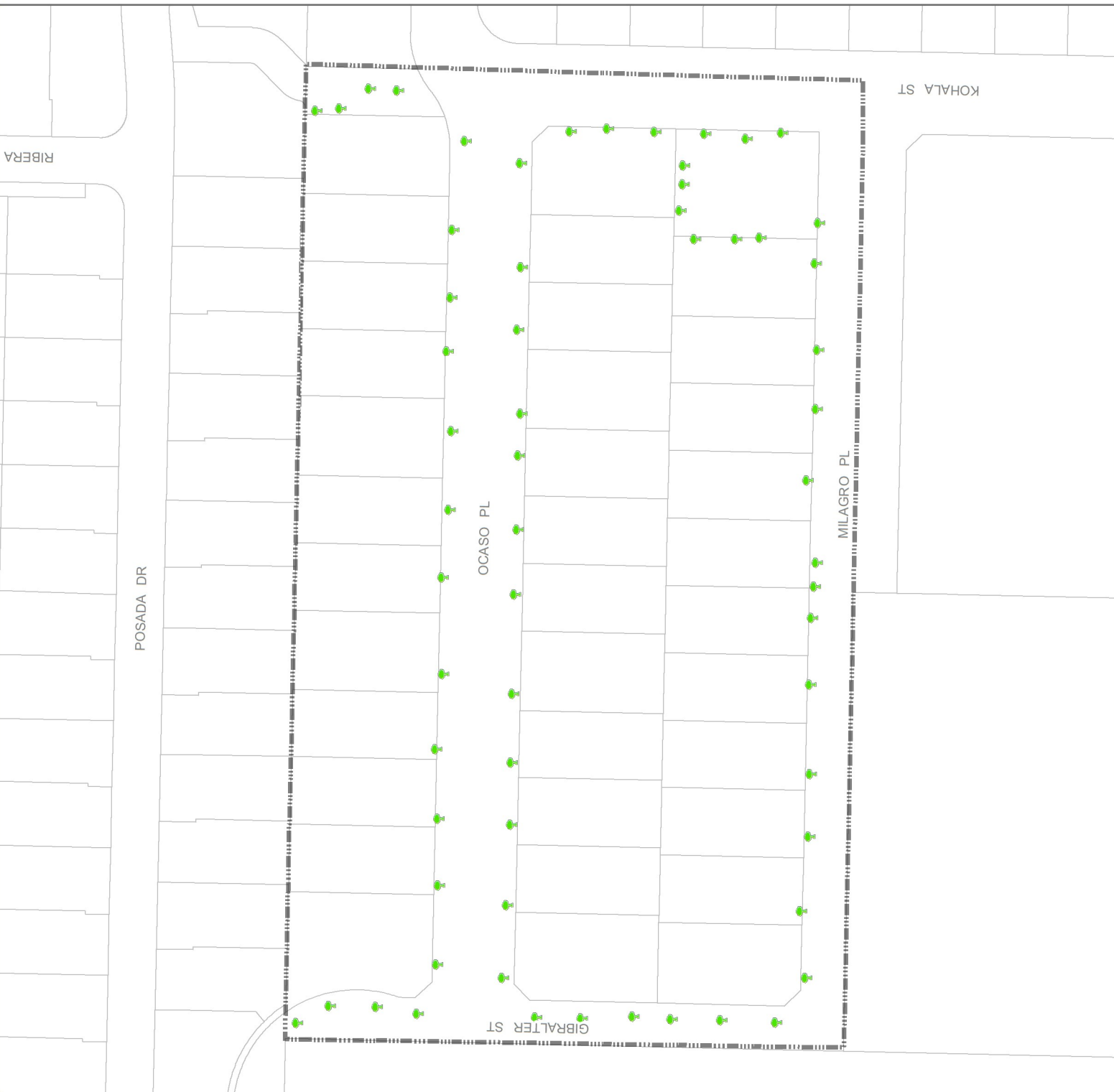
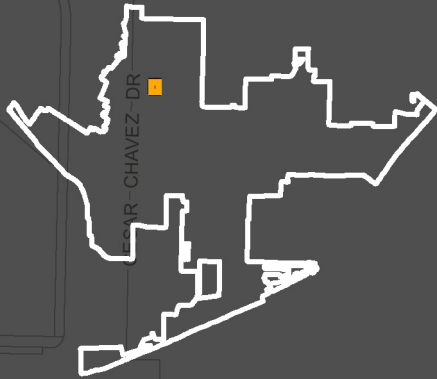
Authorized Improvements LMD No. 49 (Cameron Ranch)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- CITY BOUNDARY

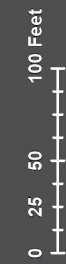


Authorized Improvements LMD No. 49 (Cameron Ranch)



TREES

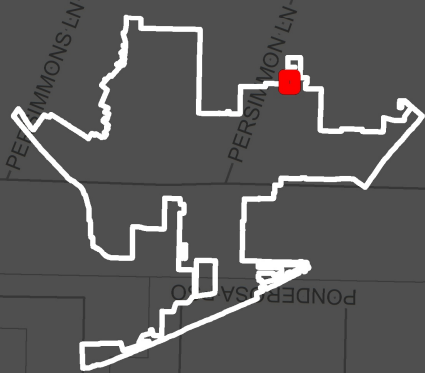
CITY BOUNDARY



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 50 (Pleasant Valley Senior Housing)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



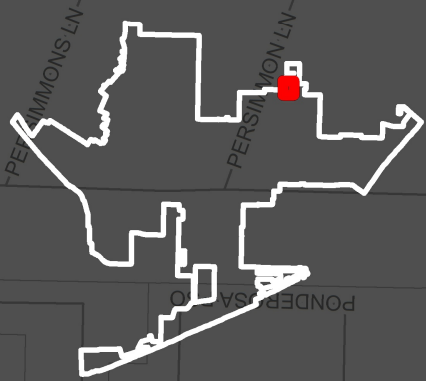
Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet
 Source: City of Oxnard & Ventura County
 Prepared by NBS - January 2017



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 50 (Pleasant Valley Senior Housing)



TREES

DISTRICT BOUNDARY

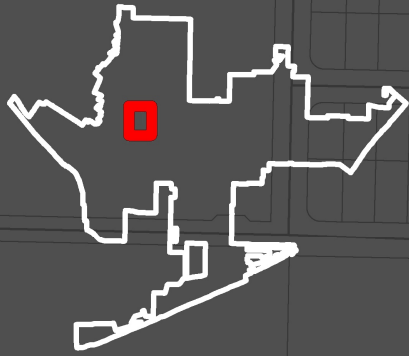
CITY BOUNDARY

0 175 350 Feet

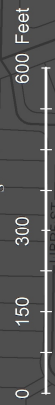
CITY OF OXNARD

Map of Authorized Improvements

LMD No. 51 (Pfeiler)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



Coordinate System: NAD 1983 StatePlane California - JUEGO ST
FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

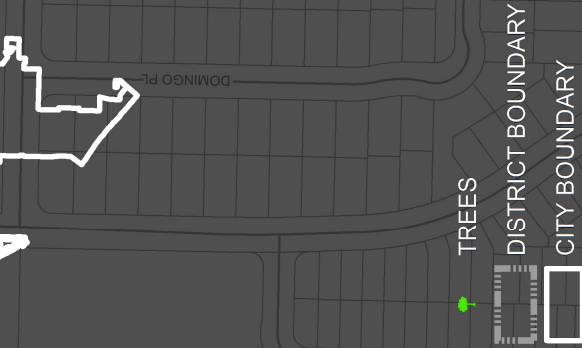
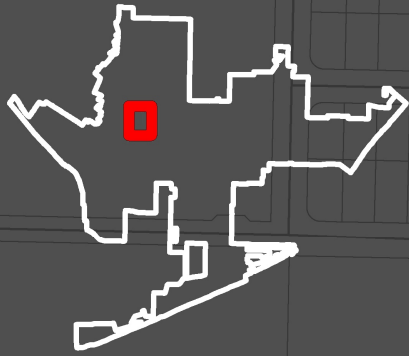
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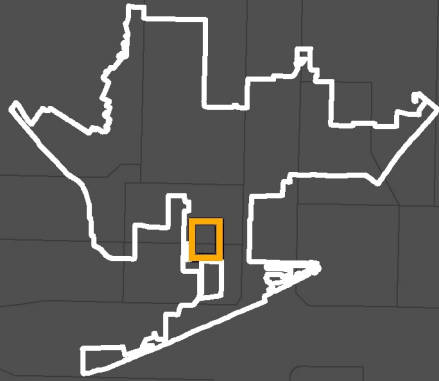
CITY OF OXNARD

Map of Authorized Improvements

LMD No. 51 (Pfeiler)



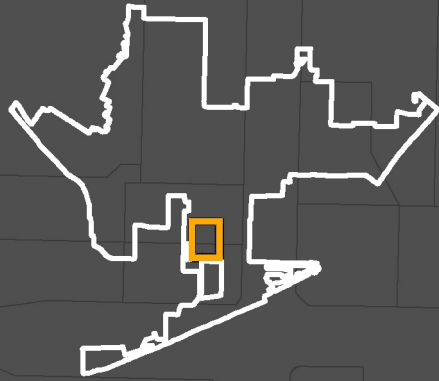
Authorized Improvements LMD No. 52 (Wingfield)



- LANDSCAPE
- TRAFFIC CIRCLE
- CITY BOUNDARY



Authorized Improvements LMD No. 52 (Wingfield)



S VICTORIA AV

SOUTHHAMPTON PL

JOLLY ROGER WY

DUNKIRK DR

MONTE CARLO DR

NANTUCKET PARK

TREES

CITY BOUNDARY

TAFFRAIL LN

TOPSAIL CT

0 125 250 500 Feet



Page 2 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet
Source: City of Oxnard & Ventura County

W 5TH ST

PORTOFINO PL

OULAN CT

RIVIERA CT

ROSEWATER PL

OLYMPUS LN

PILOT WY

OARFISH LN

RIPPLE DR

REGATTA PL

OFFSHORE ST

NAVY LN

TAFFRAIL LN

OARFISH LN

JIB DR

KELP LN

DEVILISH DR

S PATTERSON RD

FREEPORT LN

GENOA LN

HAULFAX LN

DUNKIRK DR

IBIZA LN

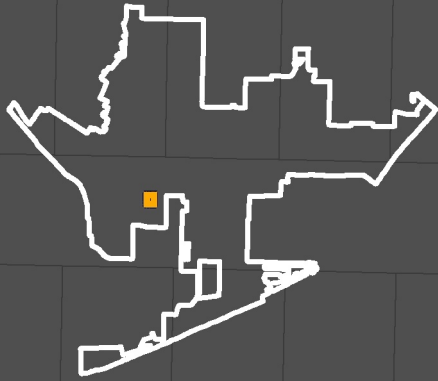
LAZARO LN

MARBELLA CT

NORTHPORT LN

WAVES DR

Authorized Improvements LMD No. 53 (Huff Court)



LANDSCAPE

CITY BOUNDARY



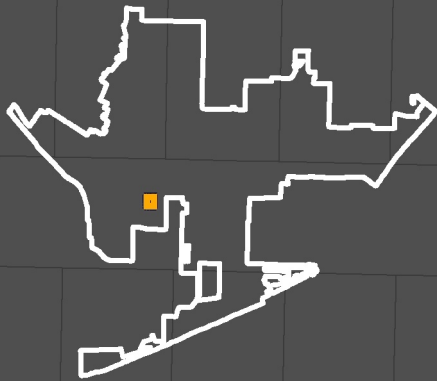
Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

Source: City of Oxnard & Ventura County



Authorized Improvements LMD No. 53 (Huff Court)



TREES



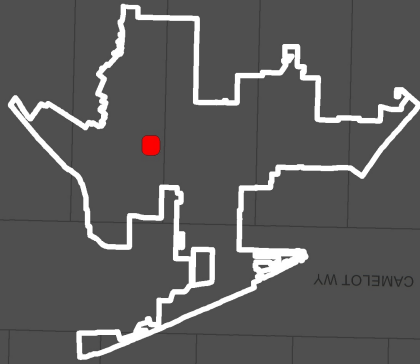
CITY BOUNDARY



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 54 (Meadow Crest Villas)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



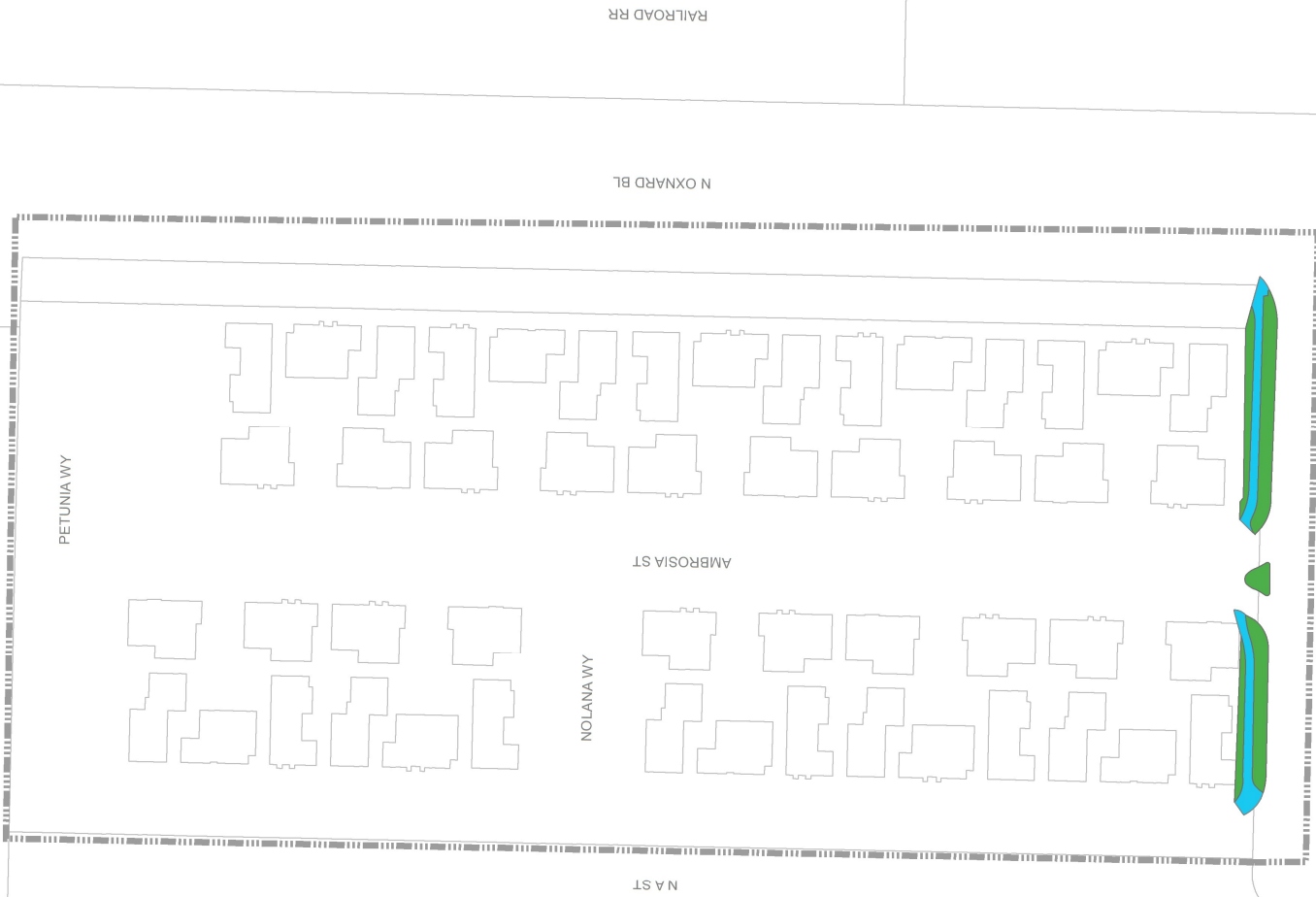
0 110 220 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

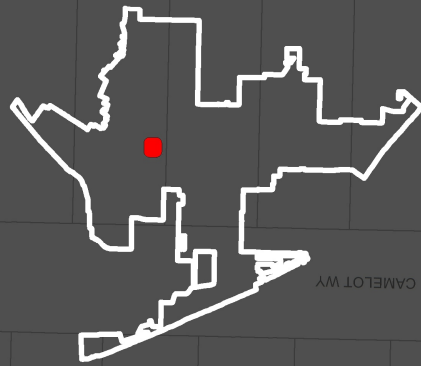
Page 1 of 2



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 54 (Meadow Crest Villas)



CAMELOT WY

AL WY



TREES



DISTRICT BOUNDARY



CITY BOUNDARY



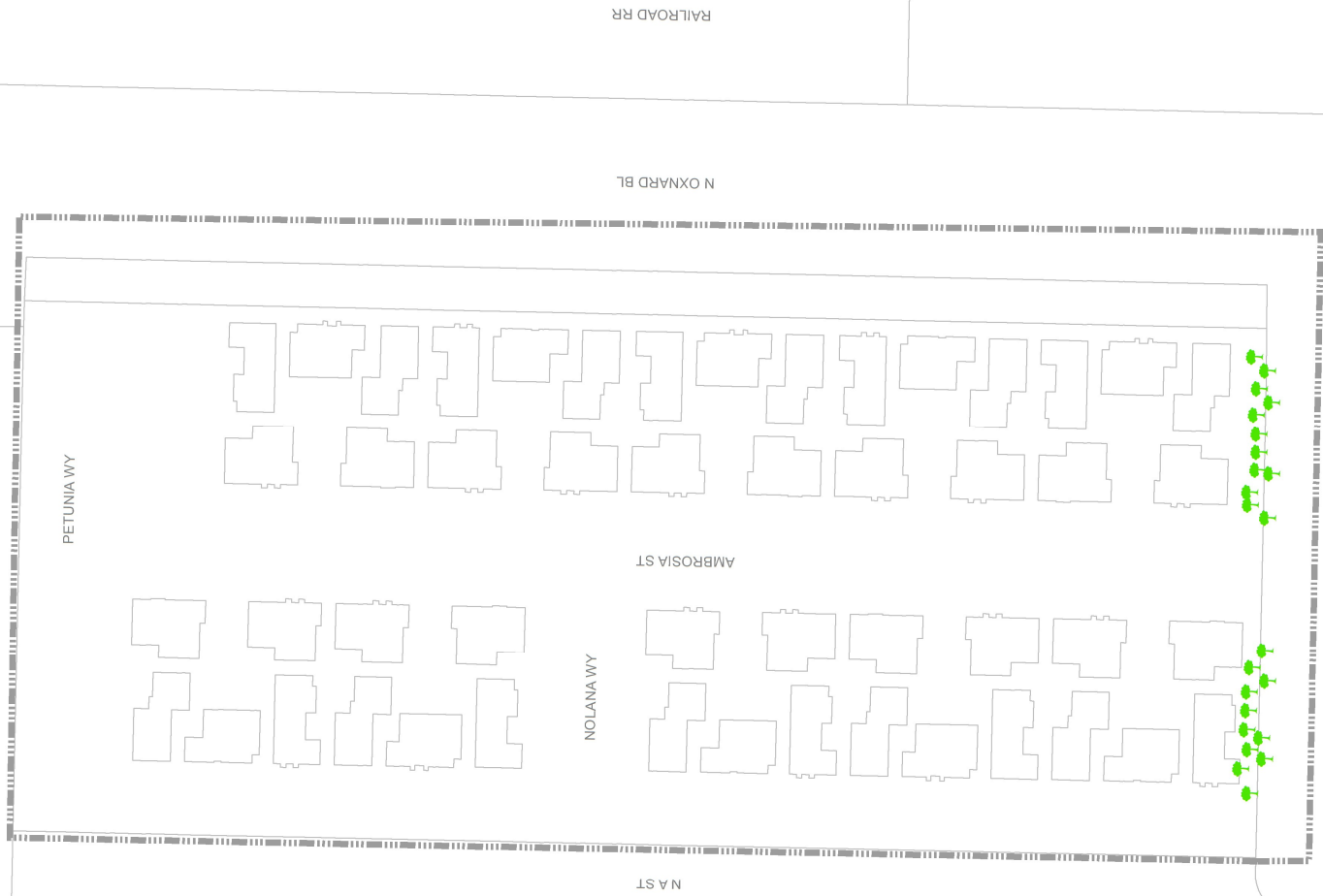
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Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

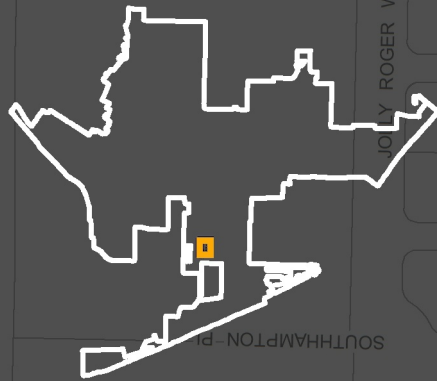
Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

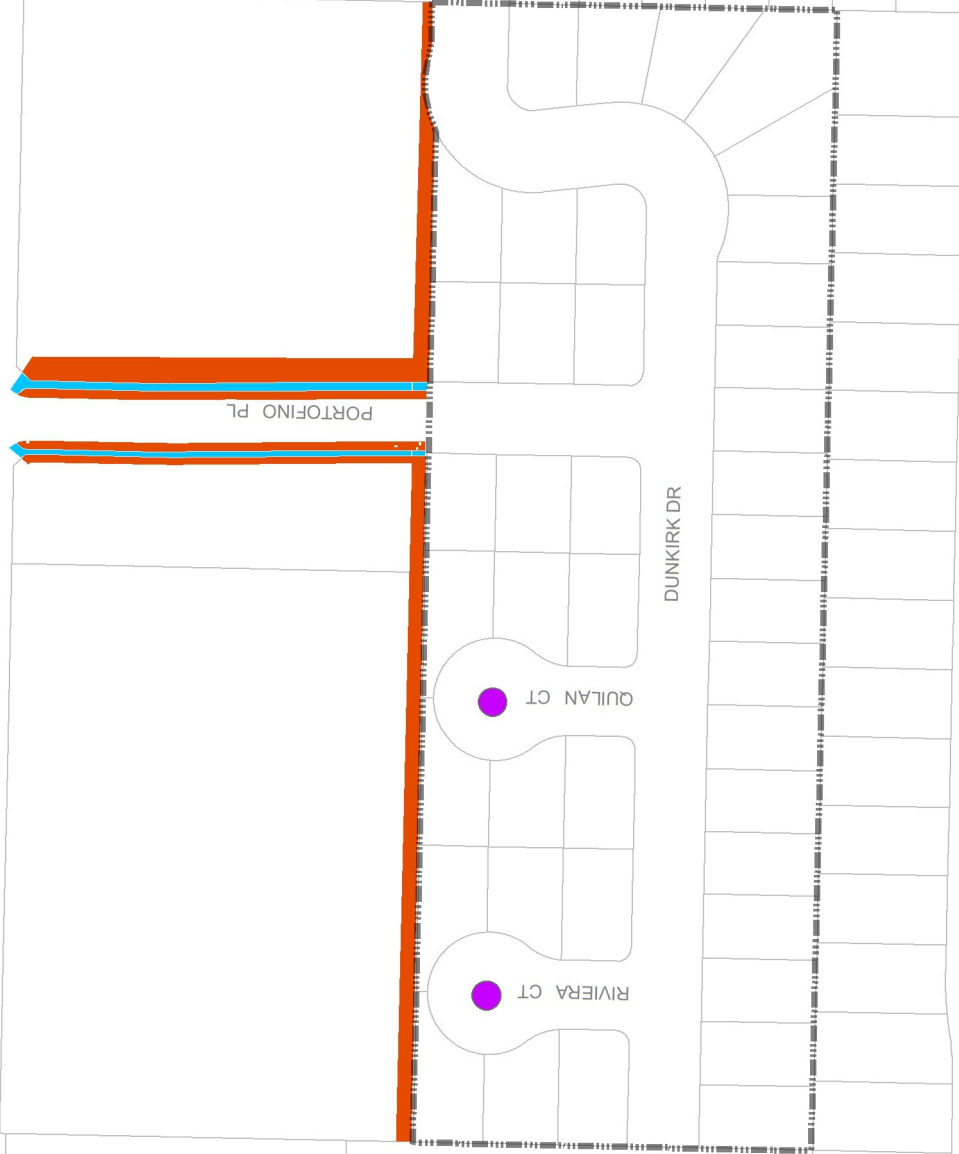
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Authorized Improvements LMD No. 55 (Wingfield West)



W 5TH ST



- HARDSCAPE
- LANDSCAPE
- TRAFFIC CIRCLE
- CITY BOUNDARY

MONTE CARLO DR



Page 1 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

NORTHPORT LN

OLIMPUS LN

ROSEWATER PL

DUNKIRK DR

QUILAN CT

RIVIERA CT

JOY ROGER WY

DUNKIRK DR

Authorized Improvements LMD No. 55 (Wingfield West)



W 5TH ST

PORTOFINO PL

RIVIERA CT

QUILAN CT

DUNKIRK DR

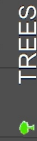
MONTE CARLO DR



Page 2 of 2

Coordinate System: NAD 1983 StatePlane
California FIPS 0405 Feet

Source: City of Oxnard & Ventura County



TREES



CITY BOUNDARY

ROSEWATER PL

OLYMPUS LN

NORTHPORT LN

Authorized Improvements LMD No. 58 (Westwind)



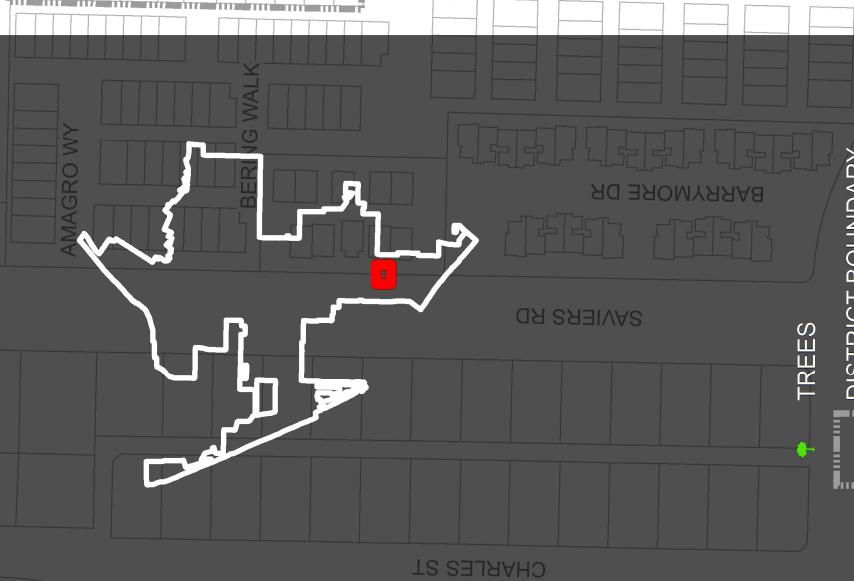
-  HARDSCAPE
-  LANDSCAPE
-  TRAFFIC CIRCLE
-  CITY BOUNDARY



CITY OF OXNARD

Map of Authorized Improvements

LMD No. 58 (Westwind)



Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

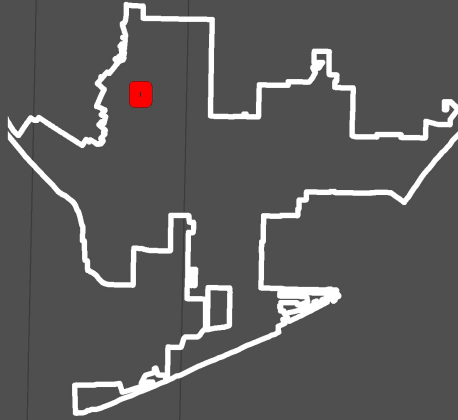
Prepared by NBS - January 2017

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CITY OF OXNARD

Maintenance Cost Reponsibility

LMD No. 60 (Artisan)



- DETENTION BASIN
- HARDSCAPE
- LANDSCAPE
- MEDIAN
- PARK
- TRAFFIC CIRCLE
- DISTRICT BOUNDARY
- CITY BOUNDARY



0 162.5 325 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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E GONZALES RD

WILLIAMS DR

WANKEL WY

VINCA WY

IMPATIENS DR

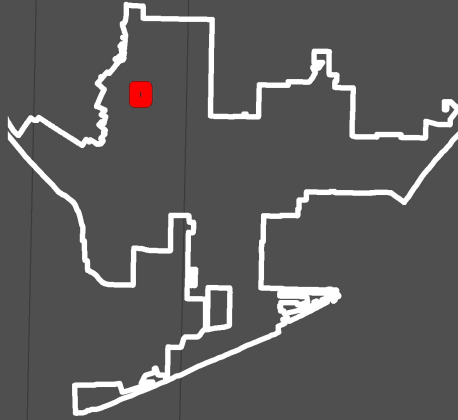
VIOLA WY

FLORAL LN

CITY OF OXNARD

Maintenance Cost Reponsibility

LMD No. 60 (Artisan)



TREES



0 162.5 325 Feet

Coordinate System: NAD 1983 StatePlane California FIPS 0405 Feet

Source: City of Oxnard & Ventura County

Prepared by NBS - January 2017

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E GONZALES RD

WILLIAMS DR

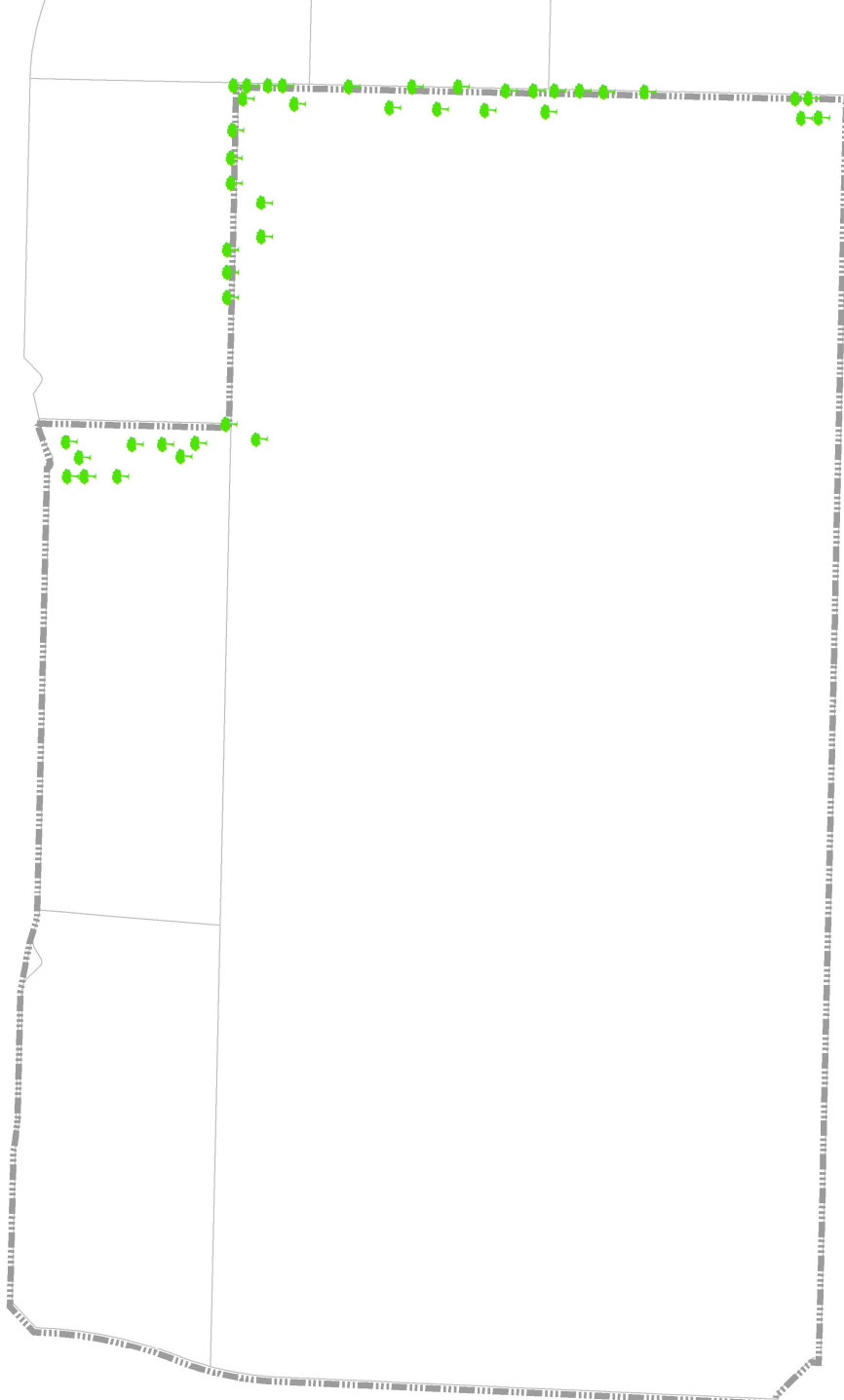
WANKEL WY

IMPATIENS DR

VINCA WY

FLORAL LN

VIOLA WY



10.4 Levels of Service

Listed below is the current Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts.

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinklers heads	Weekly	X				
	Every 2 weeks		X			
	Every third week			X		
	Monthly				X	
	Quarterly					X
Aerate to reduce compaction and stress	3x per year	X				
	Annually		X	X	X	
	Not performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Annually	X	X	X		
	Not performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Respond within 24 hours of notification	X	X	X	X	
	Not Performed					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape as scheduled	Spray and Treat as required	X	X	X	X	
	Not Performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Weekly	X				
	2x Month		X			
	Monthly			X	X	
	Not Performed					X

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Weekly	X				
	Every 2 weeks		X			
	Every third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Consistently neat	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks			X			
	Trim as needed to prevent encroachments or hazards				X		
	Report encroachments or hazards					X	X
Palm Trees	Trim Annually		X	X	X	X	
	Not Performed						X

10.5 Special Benefit Landscape Calculations

10.5.1 LMD NO. 3 (RIVER RIDGE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	516	7,436

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	7,436
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	53,366	0	53,366	2.00%	1,067
Totals:	53,366	0	53,366		1,067
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	96	0	0	2.00%	2
Totals:	96	0	0		2
Street Tree Improvements General Benefit					2.00%

10.5.2 LMD NO. 10 (COUNTRY CLUB ESTATES)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	152	2,190

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	2,190
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	5,085	0	5,085	2.00%	102
Totals:	5,085	0	5,085		102
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	9	0	9	2.00%	1
Totals:	9	0	9		1
Street Tree Improvements General Benefit					2.00%

10.5.3 LMD NO. 11 (ST. TROPEZ)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	83	1,196

- (1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
N H ST	1,807
Average Number of Vehicles per Day	1,807
Less: Estimated Special Benefit Trips	1,196
Estimated Number of Pass-Through Trips	611
<i>General Benefit Percentage</i>	<i>33.81%</i>

- (1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	15,670	3,134	12,536	33.81%	4,239
Interior	16,684	0	16,684	2.00%	334
Totals:	32,354	3,134	29,220		4,573
Landscaping Improvements General Benefit					14.13%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	35	7	28	33.81%	9
Interior	19	0	19	2.00%	1
Totals:	54	7	47		10
Street Tree Improvements General Benefit					18.24%

10.5.4 LMD NO. 12 (STANDARD PACIFIC)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	255	3,675

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	3,675
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	4,720	0	4,720	2.00%	94
Totals:	4,720	0	4,720		94
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	11	0	11	2.00%	1
Totals:	11	0	11		1
Street Tree Improvements General Benefit					2.00%

10.5.5 LMD NO. 13 (LE VILLAGE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	160	2,306

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
STONE CREEK	4,110
Average Number of Vehicles per Day	4,110
Less: Estimated Special Benefit Trips	2,306
Estimated Number of Pass-Through Trips	1,804
<i>General Benefit Percentage</i>	<i>43.90%</i>

(1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	7,607	1,521	6,086	43.90%	2,672
Interior	18,690	0	18,690	2.00%	374
Totals:	26,297	1,521	24,776		3,046
Landscaping Improvements General Benefit					11.58%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	10	2	8	43.90%	4
Interior	25	0	25	2.00%	1
Totals:	35	2	33		5
Street Tree Improvements General Benefit					11.46%

10.5.6 LMD NO. 14 (CALIFORNIA COVE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	212	3,055

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
H STREET	3,653
STONE CREEK	4,559
Average Number of Vehicles per Day	4,106
Less: Estimated Special Benefit Trips	3,055
Estimated Number of Pass-Through Trips	1,051
<i>General Benefit Percentage</i>	<i>25.60%</i>

(1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	24,256	4,851	19,405	25.60%	4,968
Interior	57,154	0	57,154	2.00%	1,143
Totals:	81,410	4,851	76,559		6,111
Landscaping Improvements General Benefit					7.51%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	31	6	25	25.60%	7
Interior	65	0	65	2.00%	1
Totals:	96	6	90		8
Street Tree Improvements General Benefit					7.97%

10.5.7 LMD NO. 16 (CALIFORNIA LIGHTHOUSE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
Condo	8.79	265	2,329

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 2.98 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
7 th ST	3,701
9 th ST	3,505
Average Number of Vehicles per Day	3,603
Less: Estimated Special Benefit Trips	2,329
Estimated Number of Pass-Through Trips	1,274
<i>General Benefit Percentage</i>	<i>35.35%</i>

(1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	57,410	11,482	45,928	35.35%	16,235
Interior	0	0	0	NA	0
Totals:	57,410	11,482	45,928		16,235
Landscaping Improvements General Benefit					28.28%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	67	13	54	35.35%	19
Interior	0	0	0	NA	0
Totals:	67	13	54		19
Street Tree Improvements General Benefit					28.28%

10.5.8 LMD NO. 23 (GREYSTONE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	61	879

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
H ST	2,088
Average Number of Vehicles per Day	2,088
Less: Estimated Special Benefit Trips	879
Estimated Number of Pass-Through Trips	1,209
<i>General Benefit Percentage</i>	<i>57.90%</i>

(1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	11,567	2,313	9,254	57.90%	2,475
Interior	0	0	0	2.00%	0
Totals:	11,567	2,313	9,254		2,475
Landscaping Improvements General Benefit					46.32%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	21	4	17	57.90%	4
Interior	82	0	82	2.00%	2
Totals:	103	4	99		6
Street Tree Improvements General Benefit					11.04%

10.5.9 LMD NO. 24 (VINEYARDS)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	100	1,441

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
H ST	3,541
Average Number of Vehicles per Day	3,541
Less: Estimated Special Benefit Trips	1,441
Estimated Number of Pass-Through Trips	2,100
<i>General Benefit Percentage</i>	<i>59.31%</i>

(1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	12,627	2,525	10,102	59.31%	5,991
Interior	10,192	0	10,192	2.00%	204
Totals:	22,819	2,525	20,294		6,195
Landscaping Improvements General Benefit					27.15%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	23	5	18	59.31%	11
Interior	127	0	127	2.00%	3
Totals:	150	5	145		14
Street Tree Improvements General Benefit					8.97%

10.5.10 LMD NO. 25 (THE POINTE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	216	3,113

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	3,113
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	25,374	0	25,374	2.00%	507
Totals:	25,374	0	25,374		507
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	355	0	355	2.00%	7
Totals:	355	0	355		7
Street Tree Improvements General Benefit					2.00%

10.5.11 LMD NO. 27 (ROSE ISLAND)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	50	721

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
DALLAS	1,821
RAIDERS	3,302
Average Number of Vehicles per Day	2,562
Less: Estimated Special Benefit Trips	721
Estimated Number of Pass-Through Trips	1,841
<i>General Benefit Percentage</i>	<i>71.88%</i>

(1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	22,965	4,593	18,372	71.88%	13,205
Interior	5,204	0	5,204	2.00%	104
Totals:	28,169	4,593	23,576		13,309
Landscaping Improvements General Benefit					47.25%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	46	9	37	71.88%	26
Interior	22	0	22	2.00%	1
Totals:	68	9	59		27
Street Tree Improvements General Benefit					39.54%

10.5.12 LMD NO. 28 (HARBORSIDE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	225	3,242
Condo	8.79	130	1,143
Totals:		355	4,385

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trip/SFR and 2.98 trip/Condo unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	4,385
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	56,047	0	56,047	2.00%	1,121
Totals:	56,047	0	56,047		1,121
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	174	0	174	2.00%	3
Totals:	174	0	174		3
Street Tree Improvements General Benefit					2.00%

10.5.13 LMD NO. 30 (HAAS AUTOMATION)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Gross Sq Ft of Leasable Area (thousands)	Total Number of Trips (Special Benefit)
Industrial Park	10.34/1,000sq ft	1,029	10,641

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 3.51 trips/1,000 sq ft to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	10,641
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	68,756	0	68,756	2.00%	1,375
Totals:	68,756	0	68,756		1,375
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	108	0	108	2.00%	2
Totals:	108	0	108		2
Street Tree Improvements General Benefit					2.00%

10.5.14 LMD NO. 31 (RANCHO DE LA ROSA)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	233	3,358

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
JUANITA	6,939
Average Number of Vehicles per Day	6,939
Less: Estimated Special Benefit Trips	3,358
Estimated Number of Pass-Through Trips	3,581
<i>General Benefit Percentage</i>	<i>51.61%</i>

(1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	5,554	1,111	4,443	51.61%	2,293
Interior	73,370	0	73,370	2.00%	1,467
Totals:	78,924	1,111	77,813		3,760
Landscaping Improvements General Benefit					4.77%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	12	2	10	51.61%	5
Interior	460	0	460	2.00%	9
Totals:	472	2	470		14
Street Tree Improvements General Benefit					3.00%

10.5.15 LMD NO. 32 (OAK PARK)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	27	389

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	389
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	1,020	0	1,020	2.00%	20
Totals:	1,020	0	1,020		20
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	35	0	3,533	2.00%	1
Totals:	35	0	3,533		1
Street Tree Improvements General Benefit					2.00%

10.5.16 LMD NO. 33 (EL PASEO)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	190	2,738

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	2,738
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	33,752	0	33,752	2.00%	675
Totals:	33,752	0	33,752		675
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	276	0	276	2.00%	5
Totals:	276	0	276		5
Street Tree Improvements General Benefit					2.00%

10.5.17 LMD NO. 34 (SUNRISE POINTE & SUNSET COVE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	273	3,994

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	3,994
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	50,461	0	50,461	2.00%	1,663
Totals:	50,461	0	50,461		1,663
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	455	0	455	2.00%	9
Totals:	455	0	455		9
Street Tree Improvements General Benefit					2.00%

10.5.18 LMD NO. 36 (VILLA SANTA CRUZ & VILLA CARMEL)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	330	4,755

- (1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
CESAR CHAVEZ	7,990
JUANITA	5,786
Average Number of Vehicles per Day	6,888
Less: Estimated Special Benefit Trips	4,755
Estimated Number of Pass-Through Trips	2,133
<i>General Benefit Percentage</i>	<i>30.96%</i>

- (1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	136,300	27,260	109,040	30.96%	33,760
Interior	81,711	0	81,711	2.00%	1,634
Totals:	218,011	27,260	190,751		35,394
Landscaping Improvements General Benefit					16.24%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	240	48	192	30.96%	60
Interior	637	0	637	2.00%	13
Totals:	877	48	829		73
Street Tree Improvements General Benefit					8.23%

10.5.19 LMD NO. 37 (PACIFIC BREEZE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	119	1,715

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
7 th ST	2,765
Average Number of Vehicles per Day	2,765
Less: Estimated Special Benefit Trips	1,715
Estimated Number of Pass-Through Trips	1,050
<i>General Benefit Percentage</i>	<i>37.97%</i>

(1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	13,603	2,721	10,882	37.97%	4,132
Interior	1,752	0	1,752	2.00%	35
Totals:	15,355	2,721	12,634		4,167
Landscaping Improvements General Benefit					27.14%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	24	5	19	37.97%	7
Interior	0	0	0	2.00%	0
Totals:	24	5	19		7
Street Tree Improvements General Benefit					30.38%

10.5.20 LMD NO. 38 (ALDEA DEL MAR)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	238	3,430
Condo	8.79	56	492
Totals:		294	3,922

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/SFR unit and 2.98 trips/Condo unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	3,922
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	NA	0
Interior	65,303	0	65,303	2.00%	1,306
Totals:	65,303	0	65,303		1,306
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	NA	0
Interior	489	0	489	2.00%	10
Totals:	489	0	489		10
Street Tree Improvements General Benefit					2.00%

10.5.21 LMD NO. 39 (PROMESA/SUENO & DR HORTON/SEAWINDS)

Including both Tracts 5198-1 and 5198-2

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	179	2,579
Condo	8.79	65	571
Totals:		244	3,150

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/SFR unit and 2.98 trips/Condo unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	3,150
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	155,957	0	155,957	2.00%	3,119
Totals:	155,957	0	155,957		3,119
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	434	0	434	2.00%	9
Totals:	434	0	434		9
Street Tree Improvements General Benefit					2.00%

10.5.22 LMD NO. 40 (CANTADA)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
Condo	8.79	113	993

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 2.98 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	993
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	43,408	0	43,408	2.00%	868
Totals:	43,408	0	43,408		868
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	181	0	181	2.00%	4
Totals:	181	0	181		4
Street Tree Improvements General Benefit					2.00%

10.5.23 LMD NO. 41 (PACIFIC COVE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	120	1,729

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	1,729
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	10,615	0	10,615	2.00%	212
Totals:	10,615	0	10,615		212
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	174	0	174	2.00%	3
Totals:	174	0	174		3
Street Tree Improvements General Benefit					2.00%

10.5.24 LMD NO. 42 (CANTABRIA & CORONADO)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
Condo	8.79	197	1,732

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 2.98 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
CESAR CHAVEZ	3,312
Average Number of Vehicles per Day	3,312
Less: Estimated Special Benefit Trips	1,732
Estimated Number of Pass-Through Trips	1,580
<i>General Benefit Percentage</i>	<i>47.70%</i>

(1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	29,737	5,947	23,790	47.70%	11,349
Interior	133,030	0	133,030	2.00%	2,661
Totals:	162,767	5,947	156,820		14,010
Landscaping Improvements General Benefit					8.61%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	38	8	30	47.70%	14
Interior	447	0	447	2.00%	9
Totals:	485	8	477		23
Street Tree Improvements General Benefit					4.83%

10.5.25 LMD NO. 43 (GREENBELT)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
Condo	8.79	161	1,415
Multi-Family	10.06	777	7,817
Totals:		938	9,232

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 2.98 trips/Condo unit and 3.41 trips/Multi-Family unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	9,232
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	188,189	0	188,189	2.00%	3,764
Totals:	188,189	0	188,189		3,764
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	235	0	235	2.00%	5
Totals:	235	0	235		5
Street Tree Improvements General Benefit					2.00%

10.5.26 LMD NO. 46 (DAILY RANCH)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	262	3,775

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	3,775
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	115,927	0	115,927	2.00%	2,319
Totals:	115,927	0	115,927		2,319
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	437	0	437	2.00%	9
Totals:	437	0	437		9
Street Tree Improvements General Benefit					2.00%

10.5.27 LMD NO. 47 (SYCAMORE PLACE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	111	1,600

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	1,600
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	28,033	0	28,033	2.00%	561
Totals:	28,033	0	28,033		561
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	300	0	300	2.00%	6
Totals:	300	0	300		6
Street Tree Improvements General Benefit					2.00%

10.5.28 LMD NO. 49 (CAMERON RANCH)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	35	504

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	504
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	24,685	0	24,685	2.00%	494
Totals:	24,685	0	24,685		494
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	63	0	63	2.00%	1
Totals:	63	0	63		1
Street Tree Improvements General Benefit					2.00%

10.5.29 LMD NO. 50 (PLEASANT VALLEY SENIOR HOUSING)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
Condo	8.79	60	527

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 2.98 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
BUTLER	1,200
Average Number of Vehicles per Day	1,200
Less: Estimated Special Benefit Trips	527
Estimated Number of Pass-Through Trips	673
<i>General Benefit Percentage</i>	<i>56.05%</i>

(1) Average Number of Vehicle Trips per Day per City staff.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	14,124	2,825	11,299	56.05%	6,333
Interior	0	0	0	2.00%	0
Totals:	14,124	2,825	11,299		6,333
Landscaping Improvements General Benefit					44.84%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	31	6	25	56.05%	14
Interior	0	0	0	2.00%	0
Totals:	31	6	25		14
Street Tree Improvements General Benefit					44.84%

10.5.30 LMD NO. 51 (PFEILER)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	219	3,156

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	3,156
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	60,627	0	60,627	2.00%	1,213
Totals:	60,627	0	60,627		1,213
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	437	0	437	2.00%	9
Totals:	437	0	437		9
Street Tree Improvements General Benefit					2.00%

10.5.31 LMD NO. 52 (WINGFIELD)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	199	2,868

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	2,868
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	4,884	0	4,884	2.00%	98
Totals:	4,884	0	4,884		98
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	271	0	271	2.00%	5
Totals:	271	0	271		5
Street Tree Improvements General Benefit					2.00%

10.5.32 LMD NO. 53 (HUFF COURT)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	8	115

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	<i>N/A</i>
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	115
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	<i>N/A</i>

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	7,854	0	7,854	2.00%	157
Totals:	7,854	0	7,854		157
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	36	0	36	2.00%	1
Totals:	36	0	36		1
Street Tree Improvements General Benefit					2.00%

10.5.33 LMD NO. 54 (MEADOWCREST VILLAS)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
Condo	8.79	50	440

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 2.98 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
ROBERT	1,200
Average Number of Vehicles per Day	1,200
Less: Estimated Special Benefit Trips	440
Estimated Number of Pass-Through Trips	760
<i>General Benefit Percentage</i>	<i>63.38%</i>

(1) Average Number of Vehicle Trips per Day per City staff.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	5,365	1,073	4,292	63.38%	2,720
Interior	0	0	0	2.00%	0
Totals:	5,365	1,073	4,292		2,720
Landscaping Improvements General Benefit					50.70%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	23	5	18	63.38%	12
Interior	0	0	0	2.00%	0
Totals:	23	5	18		12
Street Tree Improvements General Benefit					50.70%

10.5.34 LMD NO. 55 (WINGFIELD WEST)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	41	591

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	591
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	31,585	0	31,585	2.00%	632
Totals:	31,585	0	31,585		632
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	199	0	199	2.00%	4
Totals:	199	0	199		4
Street Tree Improvements General Benefit					2.00%

10.5.35 LMD NO. 58 (WESTWIND)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
Condo	8.79	156	1,371

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 2.98 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
CLARA	2,582
CYPRESS ²	1,200
HOWELL ²	1,200
Average Number of Vehicles per Day	1,661
Less: Estimated Special Benefit Trips	1,371
Estimated Number of Pass-Through Trips	2,89
<i>General Benefit Percentage</i>	<i>17.42%</i>

- (1) Based on average trips generated by surrounding neighborhoods adjusted by number of district access points. Refer to Section 10.6 for the traffic calculations.
- (2) Average Number of Vehicle Trips per Day per City staff.

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	31,659	6,332	25,327	17.42%	4,412
Interior	0	0	0	2.00%	0
Totals:	31,659	6,332	25,327		4,412
Landscaping Improvements General Benefit					13.94%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	69	14	55	17.42%	10
Interior	0	0	0	2.00%	0
Totals:	69	14	55		10
Street Tree Improvements General Benefit					13.94%

10.5.36 LMD NO. 60 (ARTISAN)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
Multi-Family	10.06	284	2,857

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 3.41 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day, Estimated Pass-Through Trips

Street Name	Average Number of Vehicle Trips per Day ¹
<i>Not Applicable</i>	N/A
Average Number of Vehicles per Day	N/A
Less: Estimated Special Benefit Trips	2,857
Estimated Number of Pass-Through Trips	N/A
<i>General Benefit Percentage</i>	N/A

(1) No landscaping classified as exterior being maintained by the District

Calculation of Landscaping Improvement General Benefit

Street Category	Total Square Footage	District Exclusive Special Benefit	Landscaping Square Footage Subject to General Benefits	General Benefit Percentage	General Benefit Square Footage
Exterior	0	0	0	N/A	0
Interior	19,369	0	19,369	2.00%	387
Totals:	19,369	0	19,369		387
Landscaping Improvements General Benefit					2.00%

Calculation of Street Trees General Benefit

Street Category	Total Number of Trees	District Exclusive Special Benefit	Trees Subject to General Benefits	General Benefit Percentage	General Benefit Trees
Exterior	0	0	0	N/A	0
Interior	42	0	42	2.00%	1
Totals:	42	0	42		1
Street Tree Improvements General Benefit					2.00%

10.6 Traffic Calculations

The following show the various traffic calculations utilized in determining the General Benefit quantification.

10.6.1 LMD NO. 11 (ST. TROPEZ)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	83	1,196

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	212	3,055

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
H STREET	3,055	20%	611	1,196	1,807
Estimated Average Number of Vehicles per Day					1,807

10.6.2 LMD NO. 13 (LE VILLAGE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	160	2,306

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	212	3,055
ELEMENTARY SCHOOL	2.45	594	1,455
Totals:			4,515

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
STONE CREEK	4,515	40%	1,804	2,306	4,110
Estimated Average Number of Vehicles per Day					4,110

10.6.3 LMD NO. 14 (CALIFORNIA COVE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	212	3,055

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	243	3,502
ELEMENTARY SCHOOL	2.45	594	1,455
Totals:			4,957

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
H STREET	1,196	50%	598	3,055	3,653
STONE CREEK	3,761	40%	1,504	3,055	4,559
Estimated Average Number of Vehicles per Day					4,106

10.6.4 LMD NO. 16 (CALIFORNIA LIGHTHOUSE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
CONDO	8.79	265	2,329

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	136	1,960
CONDO	8.79	312	2,742
Totals:			4,702

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
7 th ST	2,742	50%	1,371	2,329	3,701
9 th ST	1,960	60%	1,176	2,329	3,505
Estimated Average Number of Vehicles per Day					3,603

10.6.5 LMD NO. 23 (GREYSTONE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	61	879

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	295	4,251

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
H STREET	4,251	28.44%	1,209	879	2,088
Estimated Average Number of Vehicles per Day					2,088

10.6.6 LMD NO. 24 (VINEYARDS)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	100	1,441

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	356	5,130

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
H STREET	5,130	40.94%	2,100	1,441	3,541
Estimated Average Number of Vehicles per Day					3,541

10.6.7 LMD NO. 27 (ROSE ISLAND)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	50	721

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
HIGH SCHOOL	1.71	2,575	4,403

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
DALLAS	4,403	25%	1,101	721	1,821
RAIDERS	4,403	75%	3,302	0	3,302
Estimated Average Number of Vehicles per Day					2,562

10.6.8 LMD NO. 31 (RANCHO DE LA ROSA)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	233	3,358

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	728	10,490
CONDO	8.79	65	571
MIDDLE SCHOOL	1.62	1,159	1,878
Totals:			12,939

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
JUANITA	12,939	27.68%	3,581	3,358	6,939
Estimated Average Number of Vehicles per Day					6,939

10.6.9 LMD NO. 36 (VILLA SANTA CRUZ & VILLA CARMEL)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	330	4,755

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	728	12,249
CONDO	8.79	65	571
ELEMENTARY SCHOOL	2.45	638	1,563
MIDDLE SCHOOL	1.62	1,159	1,878
Totals:			16,261

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
CESAR CHAVEZ	9,954	32.50%	3,235	4,755	7,990
JUANITA	6,307	16.34%	1,031	4,755	5,786
Estimated Average Number of Vehicles per Day					6,888

10.6.10 LMD NO. 37 (PACIFIC BREEZE)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
SFR	14.41	119	1,715

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	216	3,113
MULTI-FAMILY	10.06	54	543
Totals:			3,656

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
7 th ST	3,656	28.71%	1,050	1,715	2,765
Estimated Average Number of Vehicles per Day					2,765

10.6.11 LMD NO. 42 (CANTABRIA & CORONADO)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
CONDO	8.79	197	1,732

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 2.98 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	330	4,755
ELEMENTARY SCHOOL	2.45	638	1,563
Totals:			6,318

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
CESAR CHAVEZ	6,318	25%	1,580	1,731	3,311
Estimated Average Number of Vehicles per Day					3,311

10.6.12 LMD NO. 58 (WESTWIND)

District Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips (Special Benefit)
CONDO	8.79	156	1,371

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 2.98 trips/unit to account for City's density being greater than US average.

Surrounding Neighborhoods Property Characteristics

Property Type	Trips Generated by Property Type ¹	Number of Units within District	Total Number of Trips
SFR	14.41	120	1,729
CONDO	8.79	118	1,037
Totals:			2,766

(1) Institute of Transportation Engineers Trip Generation Report, 9th Edition; including additional 4.89 trips/unit to account for City's density being greater than US average.

Average Number of Vehicles per Day

Street Name	ADT from Surrounding Neighborhoods	Percent of Access Points	Adjusted ADT from Surrounding Neighborhoods	ADT from District	Total ADT
CLARA	2,766	43.75%	1,211	1,371	2,582
CYPRESS ¹	1,200	N/A	N/A	N/A	1,200
HOWELL ¹	1,200	N/A	N/A	N/A	1,200
Estimated Average Number of Vehicles per Day					1,661

(1) Average Number of Vehicle Trips per Day per City staff.

10.6.13 LOCAL STREET AVERAGE DAILY TRIPS

Adina McCargo

Subject: FW: Traffic Study for General vs. Special Benefit Calculation for FY 16-17 Budget

From: Samonte, Jason [mailto:jason.samonte@oxnard.org]

Sent: Friday, April 1, 2016 5:01 PM

To: Tiffany Ellis <tellis@nbsgov.com>

Cc: Bihis, Earnel <earnel.bihis@oxnard.org>; Pablo Perez <pperez@nbsgov.com>; Adina McCargo <amccargo@nbsgov.com>

Subject: Re: Traffic Study for General vs. Special Benefit Calculation for FY 16-17 Budget

Hi Tiffany,

For local residential streets with one lane of traffic in each direction operating at Level Of Service C, an acceptable Average Daily Traffic vehicle volume in both directions is 1200.

Thanks,
Jason

On Friday, April 1, 2016, Tiffany Ellis <tellis@nbsgov.com> wrote:

Good Morning Jason and Earnel,

I just wanted to follow up regarding the City having an estimated average daily trips by street type/category. Is there a standard the City uses when a traffic study has not been prepared for "local" streets?

Thanks,

TIFFANY ELLIS

senior consultant

[800.676.7516](tel:800.676.7516) | tellis@nbsgov.com

10.7 Engineer's Reports

The Fiscal Year 2016/17 Consolidated Engineer's Reports contain the Fiscal Year 1998/99 or formation Engineer's Reports, whichever is older, for each District. Reference is made to the Fiscal Year 2016/17 Consolidated Engineer's Reports adopted by City Council Resolution No. 14,943 on June 21, 2016.

11. REFERENCES

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- ¹⁶ Victoria Transport Policy Institute. (2011). *Community Livability. Helping to Create Attractive, Safe,*

Cohesive Communities. Retrieved from <http://www.vtapi.org/tdm/tdm97.htm>

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²¹ U.S. Census Bureau. (2010). *2010 Demographic Profile Data. Oxnard, C.A.* Retrieved March 15, 2016. Retrieved from <http://www.census.gov/quickfacts/table/PST045215/0654652>

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 **Agency**.

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 an amount per assessment per parcel that is set by the County via resolution by the Board of Supervisors at its annual Countywide Rates and Fees public hearing.
- 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 \$25.00 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 judgment 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 judgment 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: 6/1/2021

Authorized Name: Steve Howlett
(PRINT)

Title: Assistant Public Works Director
(PRINT TITLE)

For Auditor-Controller Use Only

Approved Signature: _____ Date: _____
SECTION MANAGER

Approved Name: _____
(PRINT)

Finance & Governance Committee: May 25, 2021

Questions and Answers

Item #2 = Fiscal Year 2021-22 Landscape Maintenance Districts Initiation of Proceedings Declaration of Intention to Levy and Collect Assessments, and Scheduling of Public Hearing

COUNCILMEMBER TERAN

WHAT IS AN LMD? WHAT ARE THESE ASSESSMENTS? STAFF TO PLEASE SUMMARIZE.

Answer: A landscape Maintenance District (LMD) is sometimes also referred to, in general terms, as an "Assessment District" or "Special District". A LMD is formed by a developer of a community to pay for, and maintain in perpetuity, specific improvements that benefit the quality of life for the residents of the LMD. This usually includes community landscaping, but may also include items such as sidewalks and pathways, lighting, parks, sidewalks, and fountains. The improvements that are paid by the residents of the LMD can be found in each District's formation documents. The funds for the LMD are generated by an annual levy as part of each property owner's County property tax bill.

Public Comments

D. PARTELLO

1. ON THE PROPOSED \$149k FROM THE GENERAL FUND ACCOUNT 1001-711-7001 UTILITY OVERAGE, IS IT LEGAL TO PAY FROM GENERAL FUND TAXES INTO SPECIAL DISTRICTS THE COST OF UTILITY OVERAGE? AND, HOW IS IT DETERMINED INTO WHICH DISTRICT TO GIVE IT TO?

Answer: Public funds may be expended for a public purpose. Utility charges in any District paid by the General Fund are for utility services that serve a public purpose. Thus, payment of the overages by the General Fund is proper even if the residents of those districts benefit more than residents citywide.

The total Fiscal Year 2021-22 General Fund contribution to the LMDs is estimated to be \$226,051 of which \$76,734 for general benefit contribution of the districts and \$149,317 of the General Fund share of utility overage for total of \$226,051.

2. WHAT IS THE LEGALITY OF USING SUCH A LARGE PORTION OF FUNDS FROM CERTAIN LMDS TO FUND THE RENEW OXNARD PROGRAM WITH NBS. THE EXPLANATION THAT'S GIVEN THAT IT'S OKAY BECAUSE THE LANDSCAPE & LIGHTING ACT OF 1972 ALLOWS FOR INCIDENTAL EXPENSES; I'M NOT A LAWYER SO I DON'T KNOW THE LEGAL DEFINITION OF INCIDENTAL EXPENSES. I UNDERSTAND IT TO BE VERY MINOR

EXPENSES.

Answer: "Incidentals expenses" is a term defined in the Landscaping and Lighting Act of 1972 under which the LMDs were formed, and includes cost of preparation of reports. The ReNew Oxnard program is an effort focused on educating the community on the use of special district funds and options to address neighborhood specific needs.

ReNew Oxnard is billed to each involved district/community based on tasks completed. The fee is up to \$14,950 per district including expenses. Not all Districts are involved in the program; of which, some are interested in further exploring new funding options and adding services, while others are not looking to participate further.

3. WHERE CAN WE FIND THE BUDGET LINE ITEM FOR THE COST OF THE FUNDING FOR NBS FOR THE RENEW OXNARD PROGRAM AND WHAT EXACTLY IS THE LINE ITEM FOR ON-CALL SERVICES CONTINGENCIES RESERVES?

Answer: NBS is paid from the "Outside Administration Services (non-city staff)" account. The ReNew Oxnard program is paid from surplus funds.

The "On Call Services/ Contingencies/ Reserves" account is to ensure any unforeseen maintenance and/or repairs are addressed. Contracts for on-call services from various trades such as plumbers, landscapers, and electricians are created to provide services in the LMDs. Contingencies and Reserves are for any unforeseen capital replacements such as vandalism and accidents. Funds are encumbered in each LMD budget under this account to pay for these types of services. The LMD is only charged for services and replacements that are incurred. Any unused funds remain in each LMD's reserves.

As of June 1, 2021, NBS has hosted 22 group meetings, including the Introduction Meeting, community-specific meetings, and citizen committee meetings. In addition, NBS has participated in dozens of one-on-one meetings with residents. To date, there are over 700 hours of consulting services for this program. From this effort, some districts have expressed interest in further exploring funding options and adding services, while others are not looking to participate further.

4. FOR FY 21/22, HOW MUCH IS NBS RENEW OXNARD IN THE LMD BUDGET? AND WOULD YOU CONSIDER THAT AMOUNT AN INCIDENTAL EXPENSE?

Answer: The ReNew Oxnard program is billed to each district/community based on tasks completed. The fee is up to \$14,950 per participating district including expenses. The districts/communities to be engaged and the costs for FY 21/22 have not yet been determined, but will not exceed the max fee of \$14,950 unless new services are requested.

5. THERE ARE SOME LARGE DOLLAR AMOUNTS, GENERAL FUND OFFSETS FOR UTILITIES AND SOME OF THE LMDS WHILE OTHERS NOT. WHY DO CERTAIN LMDS GAIN OFFSETS AND OTHERS LITTLE OR NONE? THIS SEEMS INEQUITABLE.

Answer: The General Fund contribution is determined by the general benefit of the improvements and services received by the general public within the district. This is determined in the Engineer's benefit analysis which takes into consideration traffic, location of facilities (e.g. parks and streetlights), and other factors that benefit the general public in a proportional way.

Additional General Fund contributions, such as utility overages, are established in the formation Engineer's Report. (May refer to question/answer #1)

RAY BLATELL

6. RELATIVE TO ALL LMDS FOR THE LINE ITEM ON-CALL SERVICES CONTINGENCIES RESERVES, I HAVE THREE QUESTIONS:

- a. WHO PROVIDES THESE ON-CALL SERVICES?

Answer: The "On Call Services/ Contingencies/ Reserves" account is to ensure any unforeseen maintenance and/or repairs are addressed. Contracts for on-call services from various trades such as plumbers, landscapers, and electricians are created to provide services in the LMDs. Funds are encumbered in each LMD budget to pay for these types of services. The LMD is only charged for services and replacements that are incurred.

- b. ON-CALL SERVICES CONSISTS OF WHAT?

Answer: Currently there are on-call service contracts for landscape irrigation, lighting, and plumbing. These are in place to address unforeseen issues such as replacing irrigation clocks, repairing a light pole, restroom repairs, etc.

- c. EACH ELEMENT OF THIS ACCOUNT SHOULD BE BROKEN OUT AS SUCH, FOR EXAMPLE, HOW MUCH FOR ON-CALL SERVICES; HOW MUCH FOR CONTINGENCIES; HOW MUCH FOR RESERVES?

Answer: This account is to ensure funding is available for any unforeseen repairs and replacements. Unused funds are not lost and remain in reserves.

7. RELATIVE TO MY SPECIFIC LMD, #28, THIS SPECIFIC ACCOUNT INCREASED BY 134% THIS IS MORE THAN DOUBLE, HOW CAN YOU EXPLAIN THIS? AND RESERVES ARE PART OF THIS ACCOUNT YET THE RESERVES IN THIS ACCOUNT DO NOT SEEM TO CORRELATE TO THE RESERVE FUNDING LEVELS LISTED IN THE FY21-22 FUND BALANCE PROJECTIONS THEREFORE, WHAT IS THE DIFFERENCE BETWEEN THESE TWO RESERVES?

Answer: The total assessment (Revenues) for LMD #28 is \$96,095. The total estimated

expenses are \$96,095. This represents a 13% increase over last year. "On-Call Services Contingencies & Reserves" line item has increased to provide for tree root pruning and anticipated replanting costs. Fund Balance Projections are based on estimates to close expenses. The Reserve amount shown is intended to provide for six months of sufficient cash to cover anticipated expenses until the next apportionment of funds is received from the County. This typically happens in December/January after the December 10th property tax bill installment is due.

8. STILL RELATIVE TO ALL LMDS:

- a. HOW ARE THE SURPLUS FUNDS, OR CREDITS, COMPUTED AND DETERMINED AS FOUND ON THE FY21-22 FUND BALANCE PROJECTIONS?

Answer: Each LMD's surplus is calculated by taking the end of June fund balance, less budget appropriations, projects anticipated to be completed and estimated six months of maintenance costs. The remaining balance is the estimated surplus funds available for the LMD.

- b. OUTSIDE THE ADMINISTRATION SERVICES, NON-CITY STAFF, WHO IS THIS AND WHAT ARE THEY DOING IN ADDITION TO WHAT CITY STAFF IS SUPPOSE TO DO?

Answer: Third party (non-City staff) costs directly related to the districts (e.g. NBS annual levy work, Cappsure software maintenance, etc).

- c. FOR THE COUNTY COLLECTION FEE, I CANNOT FIND THE SAME VALUES AS LISTED IN THE LMD BUDGETS. HOW DO YOU COMPUTE THIS?

Answer: The County Collection Fee is \$0.21/parcel + 0.25% levy

- d. RELATIVE TO THE CITY DIRECT STAFF OVERHEAD, IN ONLY 2 OF THE INSTANCES THAT I HAVE EXAMINED THE AMOUNTS LISTED FOR THIS ACCOUNT INCREASED 39.3% AND 67% FOR LMDS 28 – 46 RESPECTIVELY AS COMPARED TO LAST YEARS VALUE. THIS INCREASE IS VERY HIGH. CAN YOU EXPLAIN THIS? SPEAKING OF OVERHEAD, WHERE IS THE ASSOCIATED DIRECT LABOR FOR CITY STAFF? HOW CAN YOU GENERATE CITY STAFF OVERHEAD WITHOUT CITY STAFF DIRECT LABOR? THE ONLY DIRECT LABOR I SEE IS CONTRACTED LABOR COST NOT CITY STAFF. THE CONTRACTORS DIRECT LABOR HOWEVER WILL GENERATE THEIR OWN OVERHEAD FOR THEIR OWN USE. OFFICE EQUIPMENT SUPPLIES, ETC.

Answer: City staff time for direct oversight of the LMDs is included in the budget line item: "City Direct Staff Overhead", with a note (4) that states: "Costs related to City staff time and expenses directly related to the administration and management of the Districts, including oversight, and coordination of City and contractor provided services, annual process of placing assessments on the tax roll and responding to property owner inquires..." Indirect-costs for staff time is

allocated based on the City's Cost Allocation Plan (this information is provided in note#5 on the budget sheet).

- e. FOR FY 21/22 HOW ARE YOU PAYING NBS, FOR EXAMPLE, FROM WHICH ACCOUNT NUMBER OR NUMBERS AND WHICH LMDS ARE PAYING FOR THAT?

Answer: NBS' costs for levy administration is included in the budget line item Outside Administration Services (non City Staff), account number 1901-804-8205

ALICIA PERCELL

9. HAVEN'T FOUND THE FORMULA SO MAYBE SOMEONE CAN DEMONSTRATE AS TO HOW THAT CALCULATION IS DONE, HOW THE ALLOCATION IS DONE FOR THOSE 4 CATEGORIES OF ADMINISTRATIVE COSTS.

Answer: As stated in Note#4 of the budget sheet, "Costs allocated based on each Districts Contractor Maintenance Costs in proportion to the entire Contractor Maintenance Costs." The indirect overhead costs are from the City's Cost Allocation Plan. Outside administration services costs are allocated either proportionately based on each LMD's respective contractor maintenance costs or a flat rate per LMD.

10. SEEMS TO BE A PATTERN OF VERY LARGE INCREASES IN THE BUDGET ITEM TITLED ON-CALL SERVICES/CONTINGENCIES/RESERVES. WHY DO YOU INCREASE THE CHARGE OF RESERVES THE SAME TIME THAT YOU ARE APPLYING CREDITS TO BURN OFF THE RESERVES? SEEMS LIKE THEY JUST CANCEL EACH OTHER OUT.

Answer: The "On-Call Services/ Contingencies/ Reserves" account is to ensure any unforeseen maintenance and/or repairs are addressed. Contracts for on-call services from various trades such as plumbers, landscapers, and electricians are created to provide services in the LMDs. Contingencies and Reserves are for any unforeseen capital replacements such as vandalism and accidents. Funds are encumbered in each LMD budget under this account to pay for these types of services. The LMD is only charged for services incurred. Any unused funds remain in each LMD's reserves.

11. THE ONE ANOMALY THAT REALLY STICKS OUT IS LMD #42, IT HAS \$100k IN THE LINE ITEM FOR NEXT YEAR. THE FUND BALANCE IS ALREADY OVER \$700k WHICH IS AN OUTRAGEOUS AMOUNT ALREADY. SO WHY IN THE WORLD ARE THEY BEING CHARGED FOR MORE RESERVES? DOESN'T SEEM RIGHT.

Answer: LMD #42 has a \$100,000 budget for On Call Services/ Contingencies/ Reserves. This account is to ensure any unforeseen maintenance and repairs are addressed. Contracts for on-call services from various trades such as plumbers, landscapers, and electricians are created to provide services in the LMDs. Contingencies and Reserves are for any unforeseen capital replacements such as vandalism and accidents. Funds are

encumbered in each LMD budget under this account to pay for these types of services. The LMD is only charged for services incurred. Any unused funds remain in each LMD's reserves.

12. LMD #39, IS BEING CHARGED CLOSE TO \$46k FOR WATER WHICH IS WAY OUT OF LINE WITH WATER COSTS IN OTHER LMDS AND OTHERS HAVE BEEN TOLD THAT IT'S FOR THE PARKS. WHY ARE THESE RESIDENTS BEING CHARGED SUCH HIGH COSTS AND OTHERS NEIGHBORHOODS ARE NOT? DISPROPORTIONATE COSTS.

Answer: All LMDs are different in size, number of parcels, types of services provided and overall funding. The water budget is based on use history that is then projected into the next operating budget. Any unused funds in the water budget remain in the district as reserves. In FY 21/22 for LMD #39 the overall estimated cost for water was reduced by 3.3%. See Below:

- a. *LMD#39: El Sueno/Promesa = \$46,899 (same assessment as FY 20/21)*
- b. *LMD#39: D.R. Horton = \$15,000 (reduction of -\$2,148 from FY 20/21)*
- c. *Total = \$61,899 - this represents an overall cost reduction of 3.3%*

City Council Meeting: 6/1/21

Item #3 = Fiscal Year 2021-22 Landscape Maintenance Districts Initiation of Proceedings, Declaration of Intention to Levy and Collect Assessments, and Scheduling of Public Hearing.

Public Comments

D. PARTELLO

1. WHERE ON THE ENGINEER'S REPORT DOES IT SAY WHAT OXNARD RENEW PROGRAM IS AND HOW MUCH MONEY IS GOING TOWARD IT?

Answer: The ReNew Oxnard program is a public engagement effort focused on educating the community on the use of special district funds and to discuss options to address neighborhood specific needs.

NBS has hosted 22 group meetings, including the Introduction Meeting, community-specific meetings, and citizen committee meetings. In addition, NBS has participated in dozens of one-on-one meetings with residents. To date, there are over 700 hours of consulting services for this program. From this effort, some districts have expressed interest in further exploring funding options and adding services, while others are not looking to participate further.

The ReNew Oxnard program is billed to each district/community based on tasks completed. The fee is up to \$14,950 per district including expenses.

2. HOW MUCH IS GOING TOWARDS ADMINISTRATIVE EXPENSES? WHY ARE CERTAIN LMD COSTS SO HIGH, FOR EXAMPLE: LMD #12 = 62%; LMD #16 = 64%; LMD #30 = 71%; LMD #37 = 67.5%; LMD #38 = 57.6%.

Answer: City staff oversee the operations of Community Facility Districts (CFDs), Landscape Maintenance Districts (LMDs) and other Special Districts. Staff direct costs are charged directly to the Districts, allocated by the amount/type of services being provided. In addition to staff's time, administrative expenses are charged to the Districts, including; Citywide Indirect Costs and Ventura County Tax Levy fees. These administrative expenses average 2.4 percent. See Table Below:

LMD REVENUES	AMOUNT	%
Assessment Levies FY 21/22	\$1,603,521	41.3%
General Fund Contribution	226,051	5.8%
Use of Fund Balance	2,052,395	52.9%
TOTAL LMD REVENUES	\$3,881,967	100%
LMD EXPENDITURES	AMOUNT	%
DIRECT COSTS		
Assessment operating expenses	\$2,906,596	74.9%
Assessment operating labor expenses	882,422	22.7%
INDIRECT COSTS		
Assessment County admin costs	5,516	0.1%
Assessment City overhead costs	87,433	2.3%
TOTAL LMD EXPENDITURES	\$3,881,967	100%

3. THE FY 21/22 CAPITAL IMPROVEMENT PLAN (CIP), UNDER PARKS & OPEN SPACE - OXNARD TRIAL LIGHT REPLACEMENT - PHASE II (PAGE 84) THE PROJECT BUDGET IS \$435K. THE PROPOSED FUNDING IS FROM EL SUENO PROMESA, DR HORTON, AND DAILY RANCH. HOW DOES THE CITY PLAN ON FUNDING THIS PROJECT IF THERE ISN'T SUFFICIENT FUNDING FROM THE LMDS?

Answer: The proposed project scope includes upgrading/replacing lighting infrastructure, upgrading electrical, and adding concrete pedestals to address rust and deterioration. It also includes new community cameras along Oxnard Trail from Camino Del Sol, west to the edge of the Community Garden.

The budget of \$435k is an initial estimate of costs. Once project specifications are completed and bids are received, staff will have a better idea of actual costs. If costs are higher than can be supported by the budget, staff will review cost savings options. One option may be a multi-year implementation.

Landscape Maintenance District (LMD)	2020/21 Levy Amount	2021/22 Proposed	Difference	Notes on Significant Changes
LMD No. 3 (River Ridge)	\$84,035.76	\$84,035.76	\$0.00	
LMD No. 10 (Country Club Estates)	24,076.08	24,076.08	0.00	
LMD No. 11 (St. Tropez)	6,990.26	6,990.26	0.00	
LMD No. 12 (Standard Pacific)	22,394.10	22,394.10	0.00	
LMD No. 13 (Le Village)	18,044.80	18,044.80	0.00	
LMD No. 14 (California Cove)	36,692.96	36,692.96	0.00	
LMD No. 16 (California Lighthouse)	19,551.70	19,551.70	0.00	
LMD No. 23 (Greystone)	5,587.60	5,587.60	0.00	
LMD No. 24 (Vineyards)	18,300.00	18,300.00	0.00	
LMD No. 25 (The Pointe)	23,798.88	23,798.88	0.00	
LMD No. 27 (Rose Island)	20,573.50	20,771.50	198.00	
LMD No. 28 (Harborside)	26,625.00	38,272.55	11,647.55	6% increase in contractor maintenance costs, plus additional 20 hours for replanting work
LMD No. 30 (Haas Automation)	6,675.29	11,441.33	4,766.04	11% increase in contractor maintenance costs, plus additional 40 hours for replanting work
LMD No. 31 (Rancho De La Rosa)	86,867.06	87,705.86	838.80	
LMD No. 32 (Oak Park)	3,020.22	3,726.81	706.59	11% increase in contractor maintenance costs
LMD No. 33 (El Paseo)	64,649.40	65,204.20	554.80	
LMD No. 34 (Sunrise Pointe & Sunset Cove)	67,160.73	67,739.49	578.76	
LMD No. 36 (Villa Santa Cruz & Villa Carm)	98,623.80	97,897.80	(726.00)	
LMD No. 37 (Pacific Breeze)	8,970.22	8,883.35	(86.87)	
LMD No. 38 (Aldea Del Mar)	100,839.06	108,947.58	8,108.52	
LMD No. 39 (Promesa/Sueno)	62,642.84	100,540.72	37,897.88	overall a 50% decrease in total expenses (budget); however less fund balance available to off-set levy amount (\$115,000 fund balance used in FY20-21)
LMD No. 39 (DR Horton/Seawinds)	31,213.65	34,670.35	3,456.70	overall a 15% decrease in total expenses (budget); however less fund balance available to off-set levy amount (\$30,000 fund balance used in FY20-21)
LMD No. 40 (Cantada)	21,762.67	42,828.13	21,065.46	11% increase to contractor maintenance costs, plus additional 20 hours for replanting work, sidewalk repair and tree maintenance on Cesar Chavez Dr.
LMD No. 41 (Pacific Cove)	55,869.60	44,193.60	(11,676.00)	overall an 11% Increase in total expenses (budget); however less fund balance available to off-set levy amount (\$20,000 fund balance used in FY20-21)
LMD No. 42 (Cantabria & Coronado)	9,850.00	10,186.87	336.87	
LMD No. 43 (Greenbelt) ¹	91,017.02	113,821.78	22,804.76	11% increase in contractor maintenance costs, plus additional 40 hours for replanting work
LMD No. 46 (Daily Ranch) ²	96,049.32	178,804.93	82,755.61	overall a 9% decrease in total expenses (budget); however less fund balance available to off-set levy amount (\$107,000 fund balance used in FY20-21)
LMD No. 47 (Sycamore Place)	27,036.27	30,700.38	3,664.11	overall a 31% decrease in total expenses (budget); however less fund balance available to off-set levy amount (\$54,075 fund balance used in FY20-21)
LMD No. 49 (Cameron Ranch)	19,244.75	19,412.75	168.00	
LMD No. 50 (Pleasant Valley Senior Housi	24,313.20	24,523.80	210.60	
LMD No. 51 (Pfeiler)	105,748.53	105,739.77	(8.76)	
LMD No. 52 (Wingfield)	10,180.84	10,212.68	31.84	
LMD No. 53 (Huff Court)	3,721.92	3,775.92	54.00	
LMD No. 54 (Meadowcrest Villas)	12,170.50	12,080.00	(90.50)	
LMD No. 55 (Wingfield West)	22,119.09	30,997.23	8,878.14	overall a 22% decrease in total expenses (budget); however less fund balance available to off-set levy amount (\$17,791 fund balance used in FY 20-21)
LMD No. 58 (Westwind)	28,716.48	29,047.20	330.72	
LMD No. 60 (Artisan)	2,467.92	41,922.35	39,454.43	overall a 15% decrease in total expenses (budget); however less fund balance available to off-set levy amount (\$34,000 fund balance used in FY 20-21)
Total	\$1,367,601.02	\$1,603,521.07	\$235,920.05	

* Totals do not include installment rounding.

Page 66 of the Engineer's Report provides the cost inflator for respective LMDs

Maintenance Assessment Districts

& Waterway Assessment Districts

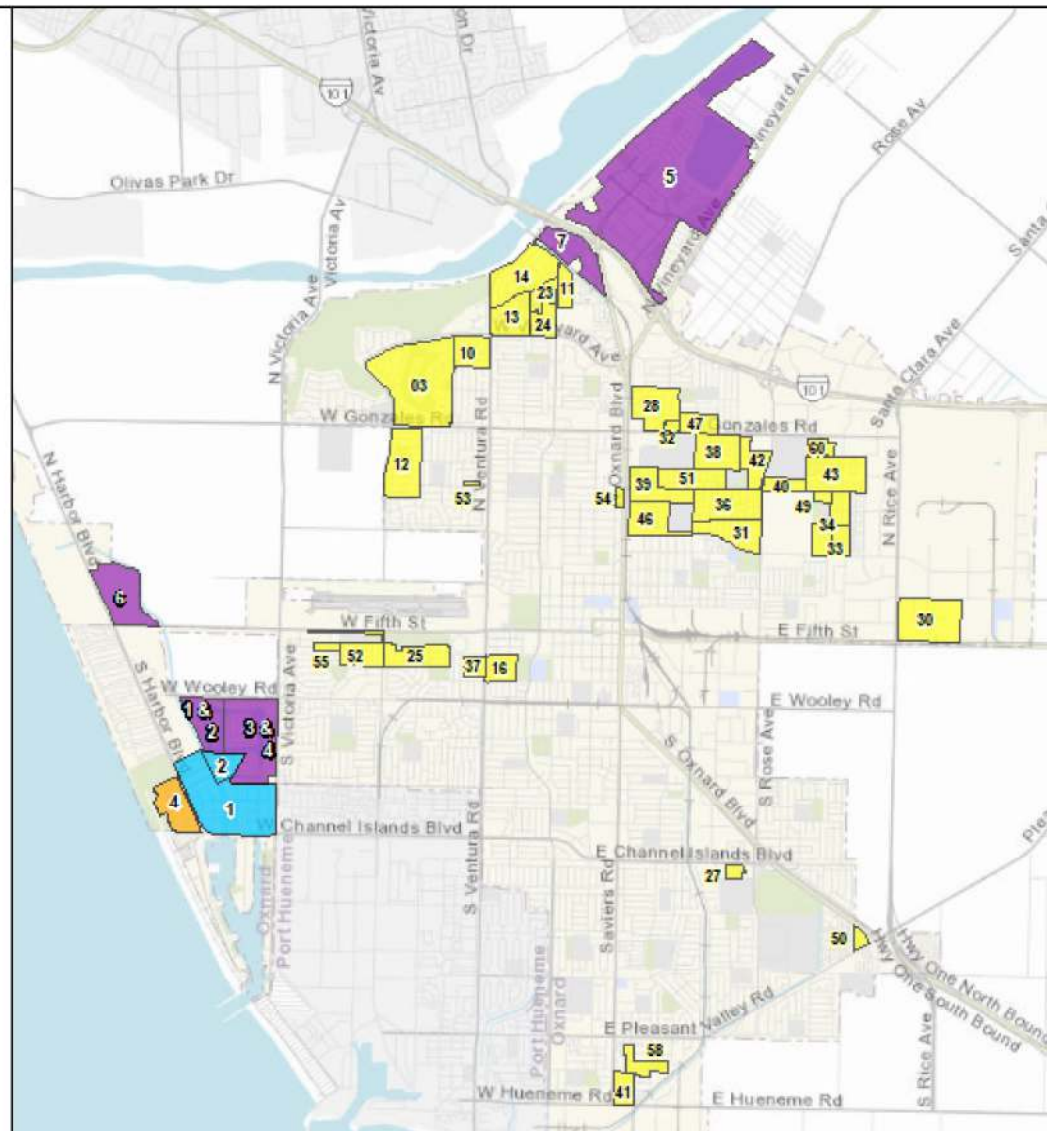
- MAD No. 4 (Mandalay Beach/Colony/Hotel)
- WAD No. 1 (Mandalay Bay)
- WAD No. 2 (Mandalay Bay)

Community Facilities Districts

- CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)
- CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)
- CFD No. 5 (RIVERPARK)
- CFD No. 6 (NORTH SHORE AT MANDALAY BAY)
- CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

- LMD No. 10 (Country Club Estates)
- LMD No. 11 (St. Tropez)
- LMD No. 12 (Standard Pacific)
- LMD No. 13 (Le Village)
- LMD No. 14 (California Cove)
- LMD No. 16 (California Lighthouse)
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- LMD No. 36 (Villa Santa Cruz & Villa Carmel)
- LMD No. 37 (Pacific Breeze)
- LMD No. 38 (Aldea Del Mar)
- LMD No. 39 (Promesa & Sueno)
- LMD No. 40 (Cantada)
- LMD No. 41 (Pacific Cove)
- LMD No. 42 (Cantabria & Coronado)
- LMD No. 43 (Greenbelt)
- LMD No. 46 (Daily Ranch)
- LMD No. 47 (Sycamore Place)
- LMD No. 49 (Cameron Ranch)
- LMD No. 50 (Pleasant Valley Senior Housing)
- LMD No. 51 (Pfeiler)
- LMD No. 52 (Wingfield)
- LMD No. 53 (Huff Court)
- LMD No. 54 (Meadow Crest Villas)
- LMD No. 55 (Wingfield West)
- LMD No. 58 (Westwind)
- LMD No. 60 (Artisan)



Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for Fiscal Year 2021-22 within the City's Landscape Maintenance Districts

City Council
June 15, 2021

Steve Howlett
Assistant Public Works Director

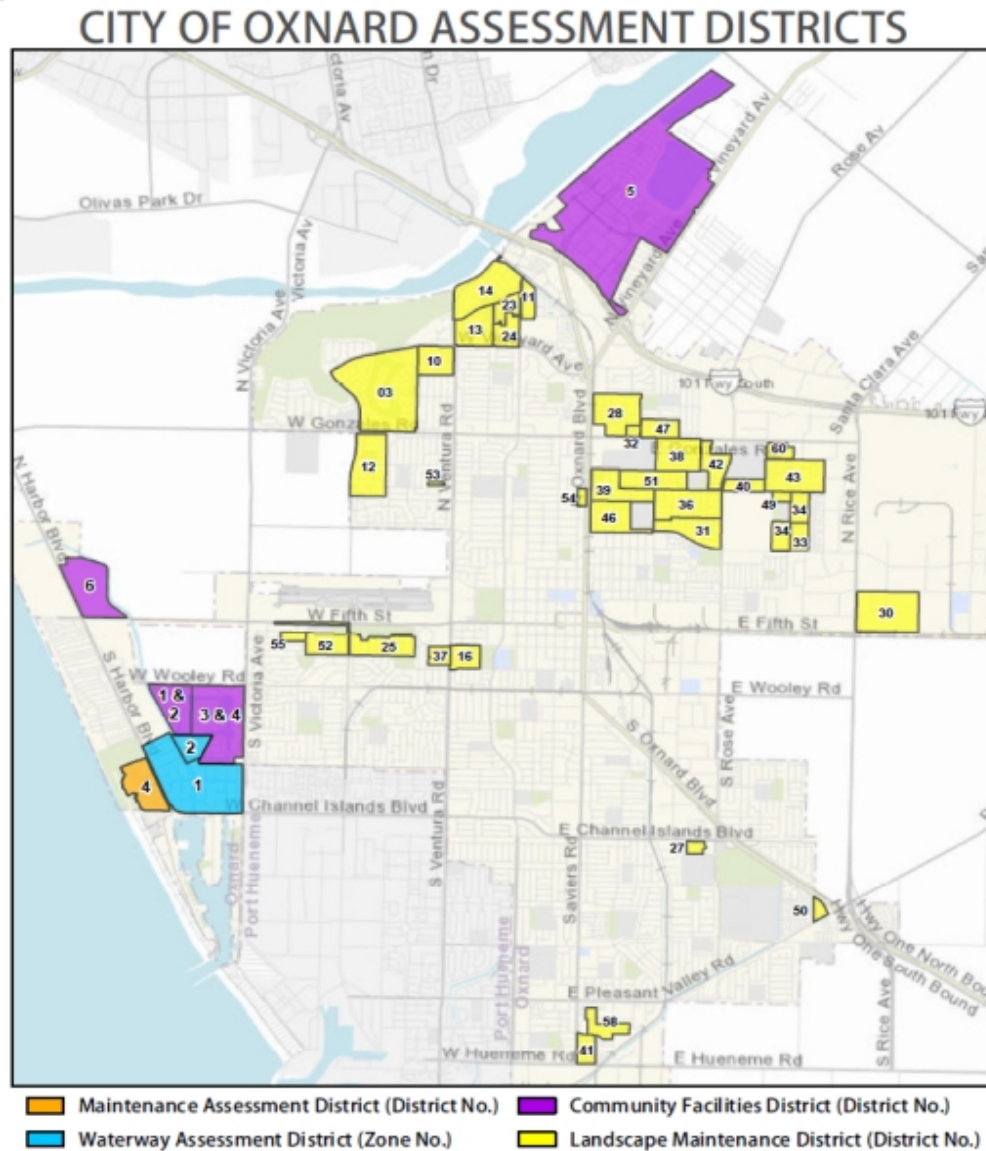
RECOMMENDATION

That the City Council, acting as the legislative body for the City of Oxnard's (City) Landscape Maintenance Districts (LMDs), approve and authorize:

1. Holding of a public hearing to receive public testimony regarding the proposed Fiscal Year 2021-22 assessments in the City's LMDs; and
2. Adopting a resolution approving the Fiscal Year 2021-22 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2021-22 within the City's LMDs pursuant to the Landscaping and Lighting Act of 1972.

- June 1, 2021: City Council adopted Resolution No. 15,454 which initiated proceedings and Resolution No. 15,455 declared an intention to levy assessments for Fiscal Year 2021-22, preliminarily approved the Consolidated Engineer's Report for the 36 LMDs, and set a public hearing for June 15, 2021
- Staff has calculated assessment rates and expenditures for maintenance in the 36 LMDs

MAP OF ASSESSMENT DISTRICTS IN CITY



DISCUSSION

- Assessment data will be delivered to the Ventura County Auditor-Controller's Office and processed for the collection of assessments
- This action must take place prior to July 6, 2021

- General benefit is an overall benefit to the public at large resulting from the maintenance activities provided by the special taxes in the LMDs
- Ongoing LMD maintenance activities also provides a benefit properties within proximity to the LMD, as well as visitors and individuals passing through the LMD
- Amount of general benefit that is provided from the LMDs maintenance activities cannot be funded via property owners' assessments and must therefore be funded by the General Fund

DISCUSSION

- A number of LMDs were created with utility caps, limiting the percentage by which a district's utilities can be increased each year
- Regardless of utility rate or usage increases, the LMDs may only increase their utilities based on the formula set forth in their formation documents
- For example, if the utility rates increase 10% in one year, but the district is limited to a 5% increase, then the district would require a 5% contribution from the General Fund to meet their utility needs

FINANCIAL IMPACT

- The general benefit contribution based on the budgeted expenses for the districts totals \$76,734 and an additional \$149,317 is being proposed to offset the estimated utility overage for a total of \$226,051
- Total Fiscal Year 2021-22 General Fund contribution is estimated to be approximately \$226,051 for the City's LMDs and has been included in the Proposed Budget for FY 2021-22

QUESTIONS



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.4

DATE: June 15, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Fiscal Year 2021-22 Resolution to Levy Assessments in Mandalay Beach Maintenance District (MAD 4). (0/5/5)

RECOMMENDATION

That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District (MAD 4):

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2021-22 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2021-22.

(This item did not originate in Committee).

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

BACKGROUND

On November 22, 1983, the Mandalay Beach Maintenance District ("District") was formed pursuant to the Improvement Act of 1911, in order to recover the cost of the City's maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923. The formation of the District was required as a condition to development imposed by the Coastal Commission and as a provision of a development agreement with the City. The assessments are exempt from Article XIII D of the California Constitution by reason of Section 5 thereof. The City's responsibility to maintain the above-mentioned areas became effective on July 1, 1986. On July 5, 1988, City Council adopted Resolution No. 9,500, which shifted the bulk of the District's beach maintenance costs from residents of The Colony to the Mandalay Beach Resort Hotel.

DISCUSSION

The total assessment levy for Fiscal Year 2021-22 is unchanged from Fiscal Year 2020-21 at \$39,446, and is computed as follows:

1. LANDSCAPE MAINTENANCE - \$21,346

The City's Special Districts Division maintains 66,660 square feet of public landscaping. This includes landscape areas along Falkirk Avenue, Harbor Boulevard, Mandalay Beach Road, Costa del Oro, and the bikeway/greenbelt along the southerly property line. The City's recommended budget for landscaping maintenance costs for Fiscal Year 2020-21 is \$21,346, which \$16,095 is paid by The Colony residential development and \$5,251 paid by the Embassy Suites hotel.

2. BEACH MAINTENANCE - \$18,100

Prior agreements between the City and the developers, based on the relative length of beach area fronting the hotel and the public beach park property, call for the District to bear 60 percent of the beach maintenance cost of \$30,092. Of the 60 percent, based on Resolution 9,500, 75.4 percent is paid by the Embassy Suites hotel and 24.6 percent is paid by The Colony. The remaining 40 percent of \$12,037 is borne by the City as part of the total operating cost of the Oxnard Beach Park. The annual beach maintenance cost is as follows:

Table 1.

Annual Costs = \$30,092	District	City
Percent Share of \$30,092	x 60%	x 40%
FY 2021-22 Shared Costs	\$18,055	\$12,037
County Collection Fee	\$45	\$0
Total Beach Maintenance Cost	\$18,100	\$12,037
Embassy Suite's Share (75.4%)	\$13,647	\$0
Colony's Share (24.6%)	\$4,453	\$0

The cost to the District for both landscaping (\$27,231) and beach maintenance (\$18,100) is \$45,331.

3. CONCLUSION

The total for landscape maintenance cost of \$21,346 and beach maintenance cost of \$18,100 is \$39,446. The Embassy Suites pays \$18,898 (\$5,251 + \$13,647) and The Colony pays \$20,548 (\$16,095 + \$4,453).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The City will assess property owners in Fiscal Year 2021-22 to pay landscape maintenance costs and 60 percent of beach maintenance costs for the Mandalay Beach Maintenance District. The City's portion of the beach maintenance, 40 percent equaling \$12,037, will be included in the Proposed Budget for FY 2021-22 as a transfer out contribution to MAD 4 (account 101-1002-808-8714) from the General Fund.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Resolution Approving Levy of MAD 4 FY 21-22.docx
2. MAD 4 Assessment Roll

3. Special Districts Map_Legend
4. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
LEVYING A SPECIAL ASSESSMENT TAX FOR FISCAL YEAR 2021-22 WITHIN
THE MANDALAY BEACH MAINTENANCES DISTRICT

WHEREAS, by Resolution No. 8586, adopted November 22, 1983, the City Council formed the Mandalay Beach Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code section 5820 et. seq.); and;

WHEREAS, formation of the District was required as a condition to development imposed by the California Coastal Commission and also as part of a development agreement between the City and the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code section 5830 to estimate the cost of maintaining and operating the improvements within the District, to decide whether the cost of such maintenance and operation shall be borne wholly or partially by the District, and to levy a special assessment tax within the District sufficient to raise the money to pay for such cost; and

WHEREAS, the City Council wishes to levy such assessments for FY 2021-22 in an amount sufficient to cover all of the expense of maintaining the landscaping and to cover 60% of the expense of maintaining the beach area, with the City paying the remaining 40% of the latter expense; and

WHEREAS, assessments were levied in the District in Fiscal Year 2020-21, and such assessments are not proposed to increase in Fiscal Year 2021-22; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the beach is public right of way that serves much as a street, manages water and is part of the flood control and drainage systems in the District, and the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof; and

WHEREAS, a description of the improvements and the proposed special assessment taxes on real property in the district is contained in the agenda report dated June 15, 2021 on file with the City Clerk ("the agenda report").

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

1. The City Council estimates the cost of maintaining and operating the improvements within the District for Fiscal Year 2021-22 at \$51,483, with \$39,446 to be paid from assessments and \$12,037 to be paid by the City, as more particularly set out in the agenda report. The \$39,446 is allocated as follows:

100% of landscape maintenance costs	\$21,346
60% of beach maintenance costs	<u>18,100</u>
Total	\$39,446

2. The \$39,446 is apportioned among the property owners within the District, as follows:

24.6% of landscape maintenance costs to hotel parcel (APN #191-0-380-105)
75.4% of landscape maintenance costs to Colony condominium parcels (440 APNs)
24.6% of beach maintenance costs to Colony condominium parcels (440 APNs)
75.4% of beach maintenance costs to hotel parcel (APN #191-0-380-105)

3. The City Council levies a special assessment tax for FY 2021-22 on the real property in the District as follows and attached herein:

APN #191-0-380-105	\$18,898
\$46.70 on each of 440 Colony APNs	\$20,548

4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.

5. In accordance with Government Code section 53901, the City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2021, a certified copy of this resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-380-105	2101 MANDALAY BEACH RD	\$18,898.00
191-0-390-015	2202 MARTINIQUE LN	46.70
191-0-390-025	2200 MARTINIQUE LN	46.70
191-0-390-035	2216 MARTINIQUE LN	46.70
191-0-390-045	2214 MARTINIQUE LN	46.70
191-0-390-055	2212 MARTINIQUE LN	46.70
191-0-390-065	2210 MARTINIQUE LN	46.70
191-0-390-075	2206 MARTINIQUE LN	46.70
191-0-390-085	2204 MARTINIQUE LN	46.70
191-0-390-095	2270 MARTINIQUE LN	46.70
191-0-390-105	2272 MARTINIQUE LN	46.70
191-0-390-115	2274 MARTINIQUE LN	46.70
191-0-390-125	2276 MARTINIQUE LN	46.70
191-0-390-135	2260 MARTINIQUE LN	46.70
191-0-390-145	2262 MARTINIQUE LN	46.70
191-0-390-155	2264 MARTINIQUE LN	46.70
191-0-390-165	2266 MARTINIQUE LN	46.70
191-0-390-175	2244 MARTINIQUE LN	46.70
191-0-390-185	2246 MARTINIQUE LN	46.70
191-0-390-195	2250 MARTINIQUE LN	46.70
191-0-390-205	2252 MARTINIQUE LN	46.70
191-0-390-215	2254 MARTINIQUE LN	46.70
191-0-390-225	2256 MARTINIQUE LN	46.70
191-0-390-235	2240 MARTINIQUE LN	46.70
191-0-390-245	2242 MARTINIQUE LN	46.70
191-0-390-255	2220 MARTINIQUE LN	46.70
191-0-390-265	2222 MARTINIQUE LN	46.70
191-0-390-275	2224 MARTINIQUE LN	46.70
191-0-390-285	2226 MARTINIQUE LN	46.70
191-0-390-295	2230 MARTINIQUE LN	46.70
191-0-390-305	2232 MARTINIQUE LN	46.70
191-0-390-315	2234 MARTINIQUE LN	46.70
191-0-390-325	2236 MARTINIQUE LN	46.70
191-0-390-335	2327 MARTINIQUE LN	46.70
191-0-390-345	2325 MARTINIQUE LN	46.70
191-0-390-355	2321 MARTINIQUE LN	46.70
191-0-390-365	2323 MARTINIQUE LN	46.70
191-0-390-375	2341 MARTINIQUE LN	46.70
191-0-390-385	2343 MARTINIQUE LN	46.70
191-0-390-395	2347 MARTINIQUE LN	46.70
191-0-390-405	2345 MARTINIQUE LN	46.70
191-0-390-415	2357 MARTINIQUE LN	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-390-425	2355 MARTINIQUE LN	46.70
191-0-390-435	2353 MARTINIQUE LN	46.70
191-0-390-445	2351 MARTINIQUE LN	46.70
191-0-390-455	2367 MARTINIQUE LN	46.70
191-0-390-465	2365 MARTINIQUE LN	46.70
191-0-390-475	2363 MARTINIQUE LN	46.70
191-0-390-485	2361 MARTINIQUE LN	46.70
191-0-390-495	2377 MARTINIQUE LN	46.70
191-0-390-505	2375 MARTINIQUE LN	46.70
191-0-390-515	2373 MARTINIQUE LN	46.70
191-0-390-525	2371 MARTINIQUE LN	46.70
191-0-390-535	2387 MARTINIQUE LN	46.70
191-0-390-545	2385 MARTINIQUE LN	46.70
191-0-390-555	2383 MARTINIQUE LN	46.70
191-0-390-565	2381 MARTINIQUE LN	46.70
191-0-390-575	2382 VINA DEL MAR	46.70
191-0-390-585	2380 VINA DEL MAR	46.70
191-0-390-595	2376 VINA DEL MAR	46.70
191-0-390-605	2374 VINA DEL MAR	46.70
191-0-390-615	2372 VINA DEL MAR	46.70
191-0-390-625	2370 VINA DEL MAR	46.70
191-0-390-635	2386 MARTINIQUE LN	46.70
191-0-390-645	2384 MARTINIQUE LN	46.70
191-0-390-655	2275 MARTINIQUE LN	46.70
191-0-390-665	2277 MARTINIQUE LN	46.70
191-0-390-675	2281 MARTINIQUE LN	46.70
191-0-390-685	2283 MARTINIQUE LN	46.70
191-0-390-695	2285 MARTINIQUE LN	46.70
191-0-390-705	2287 MARTINIQUE LN	46.70
191-0-390-715	2271 MARTINIQUE LN	46.70
191-0-390-725	2273 MARTINIQUE LN	46.70
191-0-390-735	2317 MARTINIQUE LN	46.70
191-0-390-745	2315 MARTINIQUE LN	46.70
191-0-390-755	2313 MARTINIQUE LN	46.70
191-0-390-765	2311 MARTINIQUE LN	46.70
191-0-390-775	2307 MARTINIQUE LN	46.70
191-0-390-785	2305 MARTINIQUE LN	46.70
191-0-390-795	2303 MARTINIQUE LN	46.70
191-0-390-805	2301 MARTINIQUE LN	46.70
191-0-390-815	2221 MARTINIQUE LN	46.70
191-0-390-825	2223 MARTINIQUE LN	46.70
191-0-390-835	2225 MARTINIQUE LN	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-390-845	2227 MARTINIQUE LN	46.70
191-0-390-855	2231 MARTINIQUE LN	46.70
191-0-390-865	2233 MARTINIQUE LN	46.70
191-0-390-875	2235 MARTINIQUE LN	46.70
191-0-390-885	2237 MARTINIQUE LN	46.70
191-0-390-895	2243 MARTINIQUE LN	46.70
191-0-390-905	2241 MARTINIQUE LN	46.70
191-0-390-915	2257 MARTINIQUE LN	46.70
191-0-390-925	2255 MARTINIQUE LN	46.70
191-0-390-935	2261 MARTINIQUE LN	46.70
191-0-390-945	2263 MARTINIQUE LN	46.70
191-0-390-955	2267 MARTINIQUE LN	46.70
191-0-390-965	2265 MARTINIQUE LN	46.70
191-0-390-975	2355 VINA DEL MAR	46.70
191-0-390-985	2353 VINA DEL MAR	46.70
191-0-400-015	2351 VINA DEL MAR	46.70
191-0-400-025	2345 VINA DEL MAR	46.70
191-0-400-035	2343 VINA DEL MAR	46.70
191-0-400-045	2341 VINA DEL MAR	46.70
191-0-400-055	2339 VINA DEL MAR	46.70
191-0-400-065	2337 VINA DEL MAR	46.70
191-0-400-075	2335 VINA DEL MAR	46.70
191-0-400-085	2333 VINA DEL MAR	46.70
191-0-400-095	2331 VINA DEL MAR	46.70
191-0-400-105	2325 VINA DEL MAR	46.70
191-0-400-115	2323 VINA DEL MAR	46.70
191-0-400-125	2321 VINA DEL MAR	46.70
191-0-400-135	2317 VINA DEL MAR	46.70
191-0-400-145	2315 VINA DEL MAR	46.70
191-0-400-155	2313 VINA DEL MAR	46.70
191-0-400-165	2311 VINA DEL MAR	46.70
191-0-400-175	2305 VINA DEL MAR	46.70
191-0-400-185	2303 VINA DEL MAR	46.70
191-0-400-195	2301 VINA DEL MAR	46.70
191-0-400-205	2227 VINA DEL MAR	46.70
191-0-400-215	2225 VINA DEL MAR	46.70
191-0-400-225	2223 VINA DEL MAR	46.70
191-0-400-235	2221 VINA DEL MAR	46.70
191-0-400-245	2215 VINA DEL MAR	46.70
191-0-400-255	2213 VINA DEL MAR	46.70
191-0-400-265	2211 VINA DEL MAR	46.70
191-0-400-275	2205 VINA DEL MAR	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-400-285	2203 VINA DEL MAR	46.70
191-0-400-295	2200 VINA DEL MAR	46.70
191-0-400-305	2202 VINA DEL MAR	46.70
191-0-400-315	2204 VINA DEL MAR	46.70
191-0-400-325	2206 VINA DEL MAR	46.70
191-0-400-335	2208 VINA DEL MAR	46.70
191-0-400-345	2220 CANNES SQ	46.70
191-0-400-355	2222 CANNES SQ	46.70
191-0-400-365	2224 CANNES SQ	46.70
191-0-400-375	2226 CANNES SQ	46.70
191-0-400-385	2230 CANNES SQ	46.70
191-0-400-395	2232 CANNES SQ	46.70
191-0-400-405	2234 CANNES SQ	46.70
191-0-400-415	2236 CANNES SQ	46.70
191-0-400-425	2364 VINA DEL MAR	46.70
191-0-400-435	2362 VINA DEL MAR	46.70
191-0-400-445	2360 VINA DEL MAR	46.70
191-0-400-455	2354 VINA DEL MAR	46.70
191-0-400-465	2352 VINA DEL MAR	46.70
191-0-400-475	2350 VINA DEL MAR	46.70
191-0-400-485	2336 VINA DEL MAR	46.70
191-0-400-495	2334 VINA DEL MAR	46.70
191-0-400-505	2332 VINA DEL MAR	46.70
191-0-400-515	2330 VINA DEL MAR	46.70
191-0-400-525	2246 CANNES SQ	46.70
191-0-400-535	2244 CANNES SQ	46.70
191-0-400-545	2242 CANNES SQ	46.70
191-0-400-555	2240 CANNES SQ	46.70
191-0-400-565	2214 CANNES SQ	46.70
191-0-400-575	2212 CANNES SQ	46.70
191-0-400-585	2210 CANNES SQ	46.70
191-0-400-595	2245 MARTINIQUE LN	46.70
191-0-400-605	2247 MARTINIQUE LN	46.70
191-0-400-615	2251 MARTINIQUE LN	46.70
191-0-400-625	2253 MARTINIQUE LN	46.70
191-0-410-015	2121 VINA DEL MAR	46.70
191-0-410-025	2123 VINA DEL MAR	46.70
191-0-410-035	2125 VINA DEL MAR	46.70
191-0-410-045	2127 VINA DEL MAR	46.70
191-0-410-055	2201 VINA DEL MAR	46.70
191-0-410-065	2183 MARTINIQUE LN	46.70
191-0-410-075	2181 MARTINIQUE LN	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-410-085	2187 MARTINIQUE LN	46.70
191-0-410-095	2185 MARTINIQUE LN	46.70
191-0-410-105	2175 MARTINIQUE LN	46.70
191-0-410-115	2177 MARTINIQUE LN	46.70
191-0-410-125	2173 MARTINIQUE LN	46.70
191-0-410-135	2171 MARTINIQUE LN	46.70
191-0-410-145	2121 MARTINIQUE LN	46.70
191-0-410-155	2123 MARTINIQUE LN	46.70
191-0-410-165	2127 MARTINIQUE LN	46.70
191-0-410-175	2125 MARTINIQUE LN	46.70
191-0-410-185	2131 MARTINIQUE LN	46.70
191-0-410-195	2133 MARTINIQUE LN	46.70
191-0-410-205	2135 MARTINIQUE LN	46.70
191-0-410-215	2137 MARTINIQUE LN	46.70
191-0-410-225	2141 MARTINIQUE LN	46.70
191-0-410-235	2143 MARTINIQUE LN	46.70
191-0-410-245	2145 MARTINIQUE LN	46.70
191-0-410-255	2147 MARTINIQUE LN	46.70
191-0-410-265	2165 MARTINIQUE LN	46.70
191-0-410-275	2167 MARTINIQUE LN	46.70
191-0-410-285	2151 MARTINIQUE LN	46.70
191-0-410-295	2153 MARTINIQUE LN	46.70
191-0-410-305	2155 MARTINIQUE LN	46.70
191-0-410-315	2157 MARTINIQUE LN	46.70
191-0-410-325	2161 MARTINIQUE LN	46.70
191-0-410-335	2163 MARTINIQUE LN	46.70
191-0-410-345	2101 MARTINIQUE ST	46.70
191-0-410-355	2103 MARTINIQUE LN	46.70
191-0-410-365	2105 MARTINIQUE ST	46.70
191-0-410-375	2107 MARTINIQUE ST	46.70
191-0-410-385	2111 MARTINIQUE ST	46.70
191-0-410-395	2113 MARTINIQUE ST	46.70
191-0-410-405	2115 MARTINIQUE LN	46.70
191-0-410-415	2117 MARTINIQUE LN	46.70
191-0-410-425	2110 VINA DEL MAR ST	46.70
191-0-410-435	2112 VINA DEL MAR ST	46.70
191-0-410-445	2114 VINA DEL MAR ST	46.70
191-0-410-455	2116 VINA DEL MAR ST	46.70
191-0-410-465	2120 VINA DEL MAR ST	46.70
191-0-410-475	2122 VINA DEL MAR ST	46.70
191-0-410-485	2124 VINA DEL MAR ST	46.70
191-0-430-015	4504 ANTIGUA WAY	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-430-025	4506 ANTIGUA WAY	46.70
191-0-430-035	4510 ANTIGUA WAY	46.70
191-0-430-045	4512 ANTIGUA WAY	46.70
191-0-430-055	4514 ANTIGUA WAY	46.70
191-0-430-065	4516 ANTIGUA WAY	46.70
191-0-430-075	4500 ANTIGUA WAY	46.70
191-0-430-085	4502 ANTIGUA WAY	46.70
191-0-430-095	4496 ANTIGUA WAY	46.70
191-0-430-105	4494 ANTIGUA WAY	46.70
191-0-430-115	4492 ANTIGUA WAY	46.70
191-0-430-125	4490 ANTIGUA WAY	46.70
191-0-430-135	4486 ANTIGUA WAY	46.70
191-0-430-145	4484 ANTIGUA WAY	46.70
191-0-430-155	4482 ANTIGUA WAY	46.70
191-0-430-165	4480 ANTIGUA WAY	46.70
191-0-430-175	4475 ANTIGUA WAY	46.70
191-0-430-185	4477 ANTIGUA WAY	46.70
191-0-430-195	4471 ANTIGUA WAY	46.70
191-0-430-205	4473 ANTIGUA WAY	46.70
191-0-430-215	4476 ANTIGUA WAY	46.70
191-0-430-225	4474 ANTIGUA WAY	46.70
191-0-430-235	4472 ANTIGUA WAY	46.70
191-0-430-245	4470 ANTIGUA WAY	46.70
191-0-430-255	4466 ANTIGUA WAY	46.70
191-0-430-265	4464 ANTIGUA WAY	46.70
191-0-430-275	4462 ANTIGUA WAY	46.70
191-0-430-285	4460 ANTIGUA WAY	46.70
191-0-430-295	4444 ANTIGUA WAY	46.70
191-0-430-305	4446 ANTIGUA WAY	46.70
191-0-430-315	4450 ANTIGUA WAY	46.70
191-0-430-325	4452 ANTIGUA WAY	46.70
191-0-430-335	4454 ANTIGUA WAY	46.70
191-0-430-345	4456 ANTIGUA WAY	46.70
191-0-430-355	4440 ANTIGUA WAY	46.70
191-0-430-365	4442 ANTIGUA WAY	46.70
191-0-430-375	4434 ANTIGUA WAY	46.70
191-0-430-385	4436 ANTIGUA WAY	46.70
191-0-430-395	4432 ANTIGUA WAY	46.70
191-0-430-405	4430 ANTIGUA WAY	46.70
191-0-430-415	4455 ANTIGUA WAY	46.70
191-0-430-425	4457 ANTIGUA WAY	46.70
191-0-430-435	4461 ANTIGUA WAY	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-430-445	4463 ANTIGUA WAY	46.70
191-0-430-455	4465 ANTIGUA WAY	46.70
191-0-430-465	4467 ANTIGUA WAY	46.70
191-0-430-475	4451 ANTIGUA WAY	46.70
191-0-430-485	4453 ANTIGUA WAY	46.70
191-0-430-495	4445 ANTIGUA WAY	46.70
191-0-430-505	4447 ANTIGUA WAY	46.70
191-0-430-515	4443 ANTIGUA WAY	46.70
191-0-430-525	4441 ANTIGUA WAY	46.70
191-0-430-535	4433 ANTIGUA WAY	46.70
191-0-430-545	4431 ANTIGUA WAY	46.70
191-0-430-555	4427 ANTIGUA WAY	46.70
191-0-430-565	4425 ANTIGUA WAY	46.70
191-0-430-575	4423 ANTIGUA WAY	46.70
191-0-430-585	4421 ANTIGUA WAY	46.70
191-0-430-595	4437 ANTIGUA WAY	46.70
191-0-430-605	4435 ANTIGUA WAY	46.70
191-0-430-615	4413 ANTIGUA WAY	46.70
191-0-430-625	4411 ANTIGUA WAY	46.70
191-0-430-635	4407 ANTIGUA WAY	46.70
191-0-430-645	4405 ANTIGUA WAY	46.70
191-0-430-655	4403 ANTIGUA WAY	46.70
191-0-430-665	4401 ANTIGUA WAY	46.70
191-0-430-675	4417 ANTIGUA WAY	46.70
191-0-430-685	4415 ANTIGUA WAY	46.70
191-0-430-695	4481 ANTIGUA WAY	46.70
191-0-430-705	4487 ANTIGUA WAY	46.70
191-0-430-715	4483 ANTIGUA WAY	46.70
191-0-430-725	4485 ANTIGUA WAY	46.70
191-0-440-015	2065 MAJORCA DR	46.70
191-0-440-025	2067 MAJORCA DR	46.70
191-0-440-035	2063 MAJORCA DR	46.70
191-0-440-045	2061 MAJORCA DR	46.70
191-0-440-055	2055 MAJORCA DR	46.70
191-0-440-065	2057 MAJORCA DR	46.70
191-0-440-075	2053 MAJORCA DR	46.70
191-0-440-085	2051 MAJORCA DR	46.70
191-0-440-095	2013 MAJORCA DR	46.70
191-0-440-105	2011 MAJORCA DR	46.70
191-0-440-115	2005 MAJORCA DR	46.70
191-0-440-125	2007 MAJORCA DR	46.70
191-0-440-135	2003 MAJORCA DR	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-440-145	2001 MAJORCA DR	46.70
191-0-440-155	2015 MAJORCA DR	46.70
191-0-440-165	2017 MAJORCA DR	46.70
191-0-440-175	2023 MAJORCA DR	46.70
191-0-440-185	2021 MAJORCA DR	46.70
191-0-440-195	2025 MAJORCA DR	46.70
191-0-440-205	2027 MAJORCA DR	46.70
191-0-440-215	2033 MAJORCA DR	46.70
191-0-440-225	2031 MAJORCA DR	46.70
191-0-440-235	2035 MAJORCA DR	46.70
191-0-440-245	2037 MAJORCA DR	46.70
191-0-440-255	2043 MAJORCA DR	46.70
191-0-440-265	2041 MAJORCA DR	46.70
191-0-440-275	2047 MAJORCA DR	46.70
191-0-440-285	2045 MAJORCA DR	46.70
191-0-440-295	1965 MAJORCA DR	46.70
191-0-440-305	1967 MAJORCA DR	46.70
191-0-440-315	1973 MAJORCA DR	46.70
191-0-440-325	1971 MAJORCA DR	46.70
191-0-440-335	1975 MAJORCA DR	46.70
191-0-440-345	1977 MAJORCA DR	46.70
191-0-440-355	1963 MAJORCA DR	46.70
191-0-440-365	1961 MAJORCA DR	46.70
191-0-440-375	1955 MAJORCA DR	46.70
191-0-440-385	1957 MAJORCA DR	46.70
191-0-440-395	1953 MAJORCA DR	46.70
191-0-440-405	1951 MAJORCA DR	46.70
191-0-440-415	1945 MAJORCA DR	46.70
191-0-440-425	1947 MAJORCA DR	46.70
191-0-440-435	1943 MAJORCA DR	46.70
191-0-440-445	1941 MAJORCA DR	46.70
191-0-440-455	1933 MAJORCA DR	46.70
191-0-440-465	1931 MAJORCA DR	46.70
191-0-440-475	1937 MAJORCA DR	46.70
191-0-440-485	1935 MAJORCA DR	46.70
191-0-440-495	1923 MAJORCA DR	46.70
191-0-440-505	1921 MAJORCA DR	46.70
191-0-440-515	1927 MAJORCA DR	46.70
191-0-440-525	1925 MAJORCA DR	46.70
191-0-440-535	1913 MAJORCA DR	46.70
191-0-440-545	1911 MAJORCA DR	46.70
191-0-440-555	1915 MAJORCA DR	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-440-565	1917 MAJORCA DR	46.70
191-0-440-575	1903 MAJORCA DR	46.70
191-0-440-585	1901 MAJORCA DR	46.70
191-0-440-595	1905 MAJORCA DR	46.70
191-0-440-605	1907 MAJORCA DR	46.70
191-0-440-615	1902 MAJORCA DR	46.70
191-0-440-625	1906 MAJORCA DR	46.70
191-0-440-635	1912 MAJORCA DR	46.70
191-0-440-645	1900 MAJORCA DR	46.70
191-0-440-655	1904 MAJORCA DR	46.70
191-0-440-665	1910 MAJORCA DR	46.70
191-0-440-675	1914 MAJORCA DR	46.70
191-0-440-685	1916 MAJORCA DR	46.70
191-0-450-015	1983 SAN SEBASTIAN DR	46.70
191-0-450-025	1981 SAN SEBASTIAN DR	46.70
191-0-450-035	1985 SAN SEBASTIAN DR	46.70
191-0-450-045	1987 SAN SEBASTIAN DR	46.70
191-0-450-055	2013 SAN SEBASTIAN DR	46.70
191-0-450-065	2011 SAN SEBASTIAN DR	46.70
191-0-450-075	2015 SAN SEBASTIAN DR	46.70
191-0-450-085	2017 SAN SEBASTIAN DR	46.70
191-0-450-095	2023 SAN SEBASTIAN DR	46.70
191-0-450-105	2021 SAN SEBASTIAN DR	46.70
191-0-450-115	2025 SAN SEBASTIAN DR	46.70
191-0-450-125	2027 SAN SEBASTIAN DR	46.70
191-0-450-135	2043 SAN SEBASTIAN DR	46.70
191-0-450-145	2041 SAN SEBASTIAN DR	46.70
191-0-450-155	2045 SAN SEBASTIAN DR	46.70
191-0-450-165	2047 SAN SEBASTIAN DR	46.70
191-0-450-175	2063 SAN SEBASTIAN DR	46.70
191-0-450-185	2061 SAN SEBASTIAN DR	46.70
191-0-450-195	2065 SAN SEBASTIAN DR	46.70
191-0-450-205	2067 SAN SEBASTIAN DR	46.70
191-0-460-015	1967 SAN SEBASTIAN DR	46.70
191-0-460-025	1965 SAN SEBASTIAN DR	46.70
191-0-460-035	1961 SAN SEBASTIAN DR	46.70
191-0-460-045	1963 SAN SEBASTIAN DR	46.70
191-0-460-055	4766 SAN SEBASTIAN DR	46.70
191-0-460-065	4764 SAN SEBASTIAN DR	46.70
191-0-460-075	4760 SAN SEBASTIAN DR	46.70
191-0-460-085	4762 SAN SEBASTIAN DR	46.70
191-0-460-095	4746 SAN SEBASTIAN DR	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-460-105	4744 SAN SEBASTIAN DR	46.70
191-0-460-115	4740 SAN SEBASTIAN DR	46.70
191-0-460-125	4742 SAN SEBASTIAN DR	46.70
191-0-460-135	4726 SAN SEBASTIAN DR	46.70
191-0-460-145	4724 SAN SEBASTIAN DR	46.70
191-0-460-155	4720 SAN SEBASTIAN DR	46.70
191-0-460-165	4722 SAN SEBASTIAN DR	46.70
191-0-460-175	4706 SAN SEBASTIAN DR	46.70
191-0-460-185	4704 SAN SEBASTIAN DR	46.70
191-0-460-195	4700 SAN SEBASTIAN DR	46.70
191-0-460-205	4702 SAN SEBASTIAN DR	46.70
191-0-460-215	4676 SAN SEBASTIAN DR	46.70
191-0-460-225	4674 SAN SEBASTIAN DR	46.70
191-0-460-235	4670 SAN SEBASTIAN DR	46.70
191-0-460-245	4672 SAN SEBASTIAN DR	46.70
191-0-460-265	1932 SAN TROPEZ CIR	46.70
191-0-460-275	1930 SAN TROPEZ CIR	46.70
191-0-460-285	1934 SAN TROPEZ CIR	46.70
191-0-460-295	1936 SAN TROPEZ CIR	46.70
191-0-460-305	1952 SAN TROPEZ CIR	46.70
191-0-460-315	1950 SAN TROPEZ CIR	46.70
191-0-460-325	1954 SAN TROPEZ CIR	46.70
191-0-460-335	1956 SAN TROPEZ CIR	46.70
191-0-460-345	1960 SAN TROPEZ CIR	46.70
191-0-460-355	1962 SAN TROPEZ CIR	46.70
191-0-460-365	1964 SAN TROPEZ CIR	46.70
191-0-460-375	1966 SAN TROPEZ CIR	46.70
191-0-460-385	1970 SAN TROPEZ CIR	46.70
191-0-460-395	1972 SAN TROPEZ CIR	46.70
191-0-460-405	1974 SAN TROPEZ CIR	46.70
191-0-460-415	1976 SAN TROPEZ CIR	46.70
191-0-460-425	1982 SAN TROPEZ CIR	46.70
191-0-460-435	1980 SAN TROPEZ CIR	46.70
191-0-460-445	1984 SAN TROPEZ CIR	46.70
191-0-460-455	1986 SAN TROPEZ CIR	46.70
191-0-460-465	2007 SAN TROPEZ CIR	46.70
191-0-460-475	2005 SAN TROPEZ CIR	46.70
191-0-460-485	2001 SAN TROPEZ CIR	46.70
191-0-460-495	2003 SAN TROPEZ CIR	46.70
191-0-460-505	4737 SAN SEBASTIAN DR	46.70
191-0-460-515	4735 SAN SEBASTIAN DR	46.70
191-0-460-525	4731 SAN SEBASTIAN DR	46.70

Slight variances may occur due to rounding

City of Oxnard
MAD No. 4 (Mandalay Beach)
Assessment Roll Report for Fiscal Year 2021/22

APN	Address	Grand Total
191-0-460-535	4733 SAN SEBASTIAN DR	46.70
191-0-460-545	4717 SAN SEBASTIAN DR	46.70
191-0-460-555	4715 SAN SEBASTIAN DR	46.70
191-0-460-565	4711 SAN SEBASTIAN DR	46.70
191-0-460-575	4713 SAN SEBASTIAN DR	46.70
191-0-460-585	4691 SAN SEBASTIAN DR	46.70
191-0-460-595	4693 SAN SEBASTIAN DR	46.70
191-0-460-605	4695 SAN SEBASTIAN DR	46.70
191-0-460-615	4697 SAN SEBASTIAN DR	46.70
191-0-460-625	4681 SAN SEBASTIAN DR	46.70
191-0-460-635	4683 SAN SEBASTIAN DR	46.70
191-0-460-645	4685 SAN SEBASTIAN DR	46.70
191-0-460-655	4687 SAN SEBASTIAN DR	46.70
191-0-460-665	1943 SAN TROPEZ CIR	46.70
191-0-460-675	1941 SAN TROPEZ CIR	46.70
191-0-460-685	1945 SAN TROPEZ CIR	46.70
191-0-460-695	1947 SAN TROPEZ CIR	46.70
191-0-460-705	1990 SAN TROPEZ CIR	46.70
191-0-460-715	1992 SAN TROPEZ CIR	46.70
191-0-460-725	1996 SAN TROPEZ CIR	46.70
191-0-460-735	1994 SAN TROPEZ CIR	46.70
441 Accounts		\$39,446.00

Maintenance Assessment Districts

& Waterway Assessment Districts

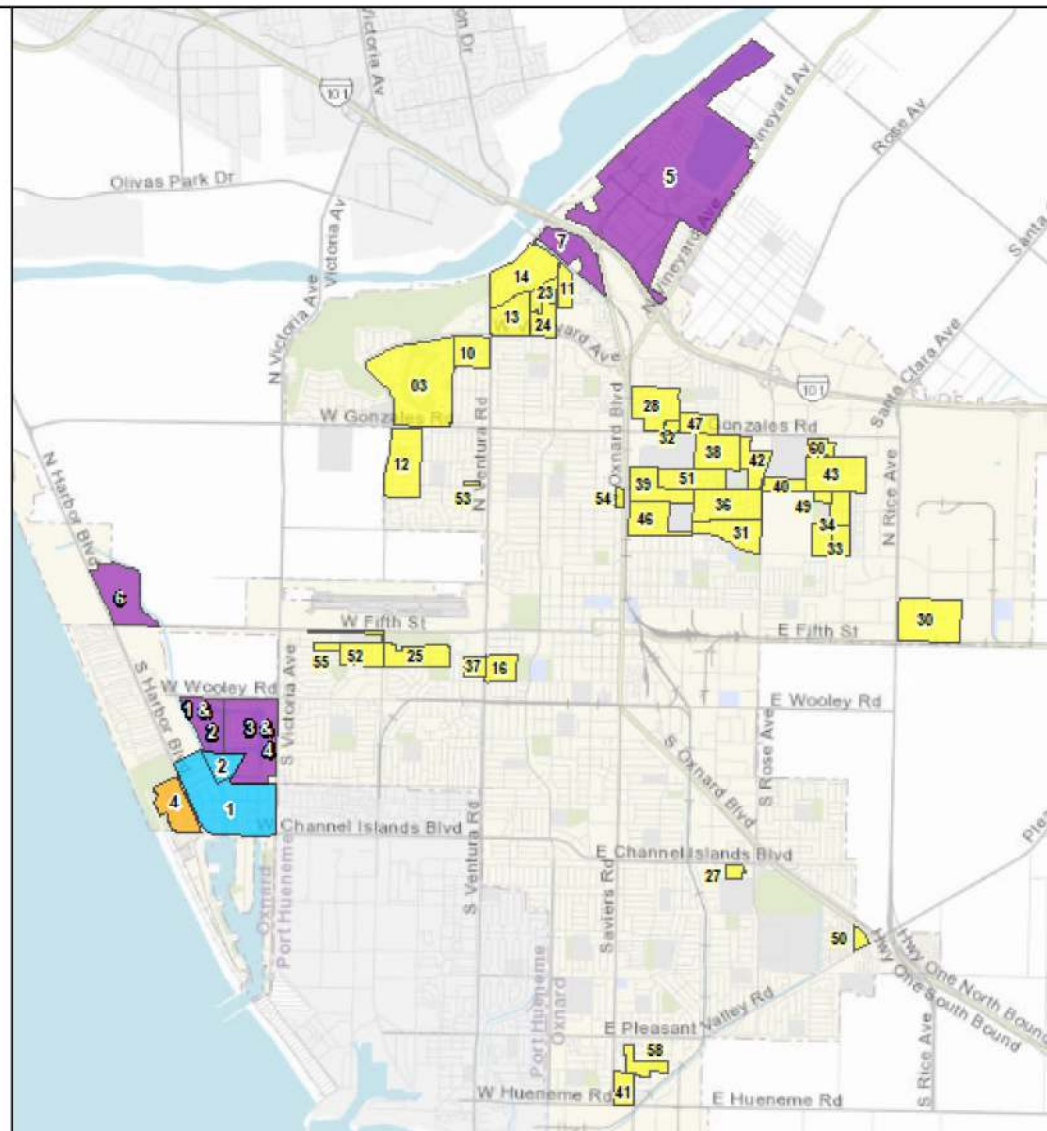
- MAD No. 4 (Mandalay Beach/Colony/Hotel)
- WAD No. 1 (Mandalay Bay)
- WAD No. 2 (Mandalay Bay)

Community Facilities Districts

- CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)
- CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)
- CFD No. 5 (RIVERPARK)
- CFD No. 6 (NORTH SHORE AT MANDALAY BAY)
- CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

- LMD No. 10 (Country Club Estates)
- LMD No. 11 (St. Tropez)
- LMD No. 12 (Standard Pacific)
- LMD No. 13 (Le Village)
- LMD No. 14 (California Cove)
- LMD No. 16 (California Lighthouse)
- LMD No. 23 (Greystone)
- LMD No. 24 (Vineyards)
- LMD No. 25 (Pointe)
- LMD No. 27 (Rose Island)
- LMD No. 28 (Harborside)
- LMD No. 3 (River Ridge)
- LMD No. 30 (Haas Automation)
- LMD No. 31 (Rancho De La Rosa)
- LMD No. 32 (Oak Park)
- LMD No. 33 (El Paseo)
- LMD No. 34 (Sunrise Pointe & Sunset Cove)
- LMD No. 36 (Villa Santa Cruz & Villa Carmel)
- LMD No. 37 (Pacific Breeze)
- LMD No. 38 (Aldea Del Mar)
- LMD No. 39 (Promesa & Sueno)
- LMD No. 40 (Cantada)
- LMD No. 41 (Pacific Cove)
- LMD No. 42 (Cantabria & Coronado)
- LMD No. 43 (Greenbelt)
- LMD No. 46 (Daily Ranch)
- LMD No. 47 (Sycamore Place)
- LMD No. 49 (Cameron Ranch)
- LMD No. 50 (Pleasant Valley Senior Housing)
- LMD No. 51 (Pfeiler)
- LMD No. 52 (Wingfield)
- LMD No. 53 (Huff Court)
- LMD No. 54 (Meadow Crest Villas)
- LMD No. 55 (Wingfield West)
- LMD No. 58 (Westwind)
- LMD No. 60 (Artisan)



Adoption of Resolution to the FY 2021 -22 Levy Assessments in Mandalay Beach Maintenance District (MAD 4)

City Council
June 15, 2021

Steve Howlett
Assistant Public Works Director

RECOMMENDATION

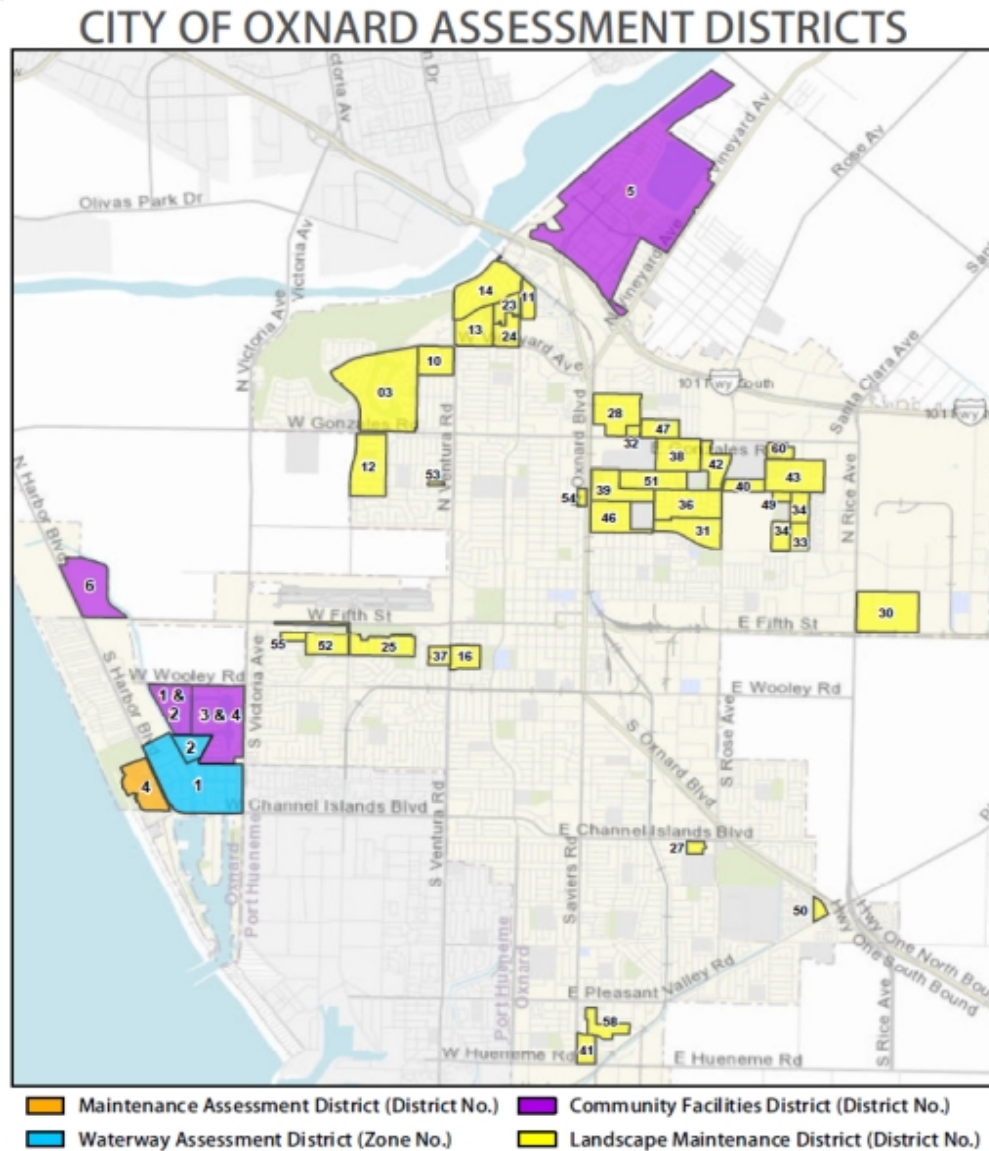
That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District (MAD 4):

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2021-22 assessments for the Mandalay Beach Maintenance District; and
2. Adopt a resolution fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2021-22.

BACKGROUND

- On November 22, 1983, the Mandalay Beach Maintenance District (District) was formed pursuant to the Improvement Act of 1911, in order to recover the cost of the City's maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923
- July 1, 1986: City's responsibility to maintain the above-mentioned areas became effective
- July 5, 1988: City Council adopted Resolution No. 9,500, which shifted the bulk of the District's beach maintenance costs from residents of The Colony to the Mandalay Beach Resort Hotel

MAP OF ASSESSMENT DISTRICTS IN CITY



DISCUSSION

Total assessment levy for Fiscal Year 2021-22 is unchanged from Fiscal Year 2020-21 at \$39,446

Landscaping:

District maintains 66,660 square feet of public landscaping. Based on an agreement between the residential developers and the Mandalay Beach Resort Hotel executed in February 1984 - \$21,346 allocated cost:

- 75.4% to The Colony residential development of \$16,095
- 24.6% to the Embassy Suite hotel of \$5,251

DISCUSSION

Beach Maintenance:

District bears 60% of the beach maintenance cost. Of that, 75.4% is paid by the Embassy Suites hotel and 24.6% is paid by the Colony.

	District	City
Annual Costs = \$30,092		
Percent Share	60%	40%
FY 21-22 Shared Costs	\$18,055	\$12,037
County Collection Fee	\$45	\$0
Total Beach Maintenance Cost	\$18,100	\$12,037
Embassy Suites Share (75.4%)	\$13,647	\$0
Colony's Share (24.6%)	\$4,453	\$0

FINANCIAL IMPACT

- City will assess property owners in Fiscal Year 2021-22 to pay landscape maintenance costs and 60% of beach maintenance costs for the Mandalay Beach Maintenance District.
- City's portion of the beach maintenance, 40% equaling \$12,037, will be included as a transfer out contribution to MAD 4 from the General Fund in Fiscal Year 2021-22



QUESTIONS

ANSWERS



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. J.5

DATE: June 15, 2021
TO: City Council
FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org
SUBJECT: Fiscal Year 2021-22 Resolution to Levy Assessments in Waterways Maintenance District. (0/5/5)

RECOMMENDATION

That the City Council, acting as the legislative body for the Waterways Maintenance Assessment District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2021-22, and
2. Adopt a resolution fixing the special assessments in the Waterways Maintenance District for Fiscal Year 2021-22. (This item did not originate in Committee).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/7RaAd2ebGNw>

BACKGROUND

The assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay was established on June 16, 1970 by Resolution No. 5,144. In contrast to the City's landscape maintenance districts formed under the 1972 Landscaping and Lighting Act, this waterways district was formed pursuant to the Improvement Act of 1911 in order to recover the City's cost of maintenance of waterways and landscaping on public rights-of-way within Mandalay Bay. Assessments are levied according to the procedures set out in section 5820 et seq. of the Streets and Highways Code (the Improvement Act of 1911). The assessments are exempt from Article XIID of the California Constitution by reason of section 5 thereof.

DISCUSSION

The recommended resolution fixes the assessments to be collected for Fiscal Year 2021-22. After the City Council adopts the resolution, assessment data will be delivered to the County Auditor-Controller's Office for processing and collection of Fiscal Year 2021-22 assessments.

The proposed rates and methodology for Fiscal Year 2021-22 remains as they were for Fiscal Year 2020-21 of \$444,258 for Zone 1 Mandalay Bay and \$47,949 for Zone 2 Harbour Island.

Maintenance costs for Fiscal Year 2021-22 are projected to be apportioned as follows:

DIRECT MAINTENANCE

The City's recommended budget for direct maintenance including landscaping maintenance, utility costs and waterways debris removal services for Fiscal Year 2020-21 is \$315,088 for Zone 1 Mandalay Bay and \$31,639 for Zone 2 Harbour

Island.

OVERHEAD, CITY STAFF AND CONSULTING SERVICES

The City's recommended budget for overhead, staff costs and consulting services for Fiscal Year 2021-2022 is \$125,611 for Zone 1 Mandalay Bay and \$18,447 for Zone 2 Harbour Island.

COUNTY FEE

The City's recommended budget for County fees for Fiscal Year 2021-22 is \$1,269 for Zone 1 Mandalay Bay and \$154 for Zone 2 Harbour Island.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The estimated cost of maintenance in Fiscal Year 2021-22 for the Waterways Maintenance District is \$346,727. Additional funding assessed to the Waterways Assessment District will be placed in Fund Balance for future projects within the District. The property owners will be assessed \$492,207 and will be placed on the Ventura County tax roll in Fiscal Year 2021-22, the same as in prior years.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Resolution Approving Levy Waterways.docx (1)
2. Waterways Assessment Roll 21-22
3. Special Districts Map_Legend
4. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD FIXING ASSESSMENTS ON PROPERTY IN THE WATERWAYS MAINTENANCE DISTRICT FOR FISCAL YEAR 2021-22

WHEREAS, by Resolution No. 5144, adopted June 16, 1970, the City Council formed the Waterways Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code Section 5820 et seq.); and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to the assessment at the time assessments were initially imposed; and

WHEREAS, the City Council is required by Streets and Highways Code Section 5830 to estimate the costs of maintaining and operating the improvements within the District, to decide whether the costs of such maintenance and operations shall be borne wholly or partially by the District, and to fix assessments within the District sufficient to raise the money to pay for such costs; and

WHEREAS, assessments were levied in the District in Fiscal Year 2020-21, and such assessments are not proposed to increase in Fiscal Year 2021-22; and,

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for the sidewalks, streets, water, flood control, drainage systems and vector control, inasmuch as the waterway serves much as a street, manages water and is part of the flood control and drainage systems in the District; the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and the other improvements maintained with assessments, such as parking areas and fences, are located in or adjacent to sidewalks, streets and the waterways; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIID of the California Constitution, by reason of Section 5 thereof.

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

1. The budget for Fiscal Year 2021-22 for the Waterways Maintenance Assessment District is hereby approved as follows:

Landscape Maintenance	\$184,739
Waterways Maintenance	\$161,988
Overhead, City Staff and Consulting Services	\$144,057
County Collection Fee	<u>\$1,423</u>
	\$492,207
 Total Budget Requirements	 \$492,207
Less Max Assessment Levy	<u>(492,207)</u>
Net	\$0
Required Surplus Fund Balance Transfer	\$0
County Assessment Roll	\$492,207

2. The cost of \$492,207 for maintaining and operating channels, parking and landscaping shall be borne by the District.

3. Assessments for the purpose of raising budgeted funds of \$492,207 for the District for the fiscal year beginning July 1, 2021, as shown in paragraph 1 of the line entitled, "Assessment Required," are hereby fixed and as set forth in the assessment roll attached hereto and made a part hereof (Exhibit A), showing the assessment for each parcel according to the benefit received by each parcel, as determined by the engineer's report approved by the City Council on May 10, 1988.

4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.

5. In accordance with Government Code section 53901, the City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2021 a certified copy of this resolution.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

City of Oxnard
Waterways Assessment District
Final Billing Detail Report for Fiscal Year 2021/22

APN	Address	Zone	Grand Total
188-0-011-015	3900 W HEMLOCK ST	Mandalay Bay	\$657.32
188-0-011-025	3904 W HEMLOCK AVE	Mandalay Bay	634.64
188-0-011-035	3910 W HEMLOCK ST	Mandalay Bay	634.64
188-0-011-045	3920 W HEMLOCK ST	Mandalay Bay	679.98
188-0-011-055	3930 W HEMLOCK ST	Mandalay Bay	679.98
188-0-012-015	3866 W HEMLOCK ST	Mandalay Bay	657.32
188-0-012-025	3860 W HEMLOCK ST	Mandalay Bay	634.64
188-0-012-035		Mandalay Bay	657.32
188-0-012-045	3840 W HEMLOCK ST	Mandalay Bay	679.98
188-0-012-055	3830 W HEMLOCK ST	Mandalay Bay	679.98
188-0-012-065	3820 W HEMLOCK AVE	Mandalay Bay	679.98
188-0-012-075	3810 W HEMLOCK ST	Mandalay Bay	657.32
188-0-012-085	3804 W HEMLOCK ST	Mandalay Bay	657.32
188-0-013-015	2015 VICTORIA AVE	Mandalay Bay	725.30
188-0-013-025	2025 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-035	2035 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-045	2045 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-055	2051 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-065	2055 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-115	2141 VICTORIA AVE	Mandalay Bay	725.30
188-0-013-125		Mandalay Bay	725.30
188-0-013-135	2161 S VICTORIA AVE	Mandalay Bay	725.30
188-0-013-145	2201 S VICTORIA AVE	Mandalay Bay	725.30
188-0-013-155	2205 S VICTORIA AVE	Mandalay Bay	725.30
188-0-013-205	2101 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-215	2111 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-225	2121 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-235	2131 VICTORIA AVE	Mandalay Bay	679.98
188-0-013-245	2211 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-255	2221 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-265	2231 S VICTORIA AVE	Mandalay Bay	679.98
188-0-013-275	2241 S VICTORIA AVE	Mandalay Bay	679.98
188-0-014-015		Mandalay Bay	770.64
188-0-014-025	2221 MONACO DR	Mandalay Bay	1,014.50
188-0-014-035	2215 MONACO DR	Mandalay Bay	815.98
188-0-014-045	2211 MONACO DR	Mandalay Bay	793.30
188-0-014-055	2204 MONACO DR	Mandalay Bay	793.30
188-0-014-065	2214 MONACO DR	Mandalay Bay	793.30
188-0-014-075	2220 MONACO DR	Mandalay Bay	1,019.96
188-0-014-085	2230 MONACO DR	Mandalay Bay	725.30
188-0-015-015	2015 NAPOLI DR	Mandalay Bay	725.30
188-0-015-025	2025 NAPOLI DR	Mandalay Bay	679.98
188-0-015-035	2035 NAPOLI DR	Mandalay Bay	679.98
188-0-015-045	2045 NAPOLI DR	Mandalay Bay	679.98
188-0-015-055	2101 NAPOLI DR	Mandalay Bay	679.98

City of Oxnard
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APN	Address	Zone	Grand Total
188-0-015-065	2111 NAPOLI DR	Mandalay Bay	679.98
188-0-015-075		Mandalay Bay	725.30
188-0-015-085		Mandalay Bay	1,019.96
188-0-015-095	2135 NAPOLI DR	Mandalay Bay	793.30
188-0-015-105	2141 NAPOLI DR	Mandalay Bay	815.98
188-0-015-115	2150 NAPOLI DR	Mandalay Bay	793.30
188-0-015-125	2140 NAPOLI DR	Mandalay Bay	793.30
188-0-015-135	2130 NAPOLI DR	Mandalay Bay	1,019.96
188-0-015-145	2120 NAPOLI DR	Mandalay Bay	725.30
188-0-015-155	2110 NAPOLI DR	Mandalay Bay	679.98
188-0-015-165	2100 NAPOLI DR	Mandalay Bay	679.98
188-0-015-175	2044 NAPOLI DR	Mandalay Bay	679.98
188-0-015-185	2034 NAPOLI DR	Mandalay Bay	679.98
188-0-015-195	2024 NAPOLI ST	Mandalay Bay	679.98
188-0-015-205	2014 NAPOLI DR	Mandalay Bay	725.30
188-0-021-015	2241 MONACO DR	Mandalay Bay	702.64
188-0-021-025	2251 MONACO DR	Mandalay Bay	702.64
188-0-021-035	2261 MONACO DR	Mandalay Bay	702.64
188-0-021-045	2301 MONACO DR	Mandalay Bay	702.64
188-0-021-105	2351 MONACO DR	Mandalay Bay	702.64
188-0-021-115	2361 MONACO DR	Mandalay Bay	725.30
188-0-021-125	2401 MONACO DR	Mandalay Bay	702.64
188-0-021-135	2411 MONACO DR	Mandalay Bay	702.64
188-0-021-145	2421 MONACO DR	Mandalay Bay	702.64
188-0-021-155	2431 MONACO DR	Mandalay Bay	702.64
188-0-021-165	2441 MONACO DR	Mandalay Bay	702.64
188-0-021-175	2451 MONACO DR	Mandalay Bay	702.64
188-0-021-185	2501 MONACO DR	Mandalay Bay	702.64
188-0-021-195	2511 MONACO DR	Mandalay Bay	725.30
188-0-021-205	2521 MONACO DR	Mandalay Bay	793.30
188-0-021-245	2544 MONACO DR	Mandalay Bay	702.64
188-0-021-255	2534 MONACO DR	Mandalay Bay	929.30
188-0-021-265	2524 MONACO DR	Mandalay Bay	725.30
188-0-021-275	2514 MONACO DR	Mandalay Bay	702.64
188-0-021-285	2504 MONACO DR	Mandalay Bay	702.64
188-0-021-295	2454 MONACO DR	Mandalay Bay	679.98
188-0-021-305	2444 MONACO DR	Mandalay Bay	702.64
188-0-021-315	2434 MONACO DR	Mandalay Bay	679.98
188-0-021-325	2424 MONACO DR	Mandalay Bay	770.64
188-0-021-335	2414 MONACO DR	Mandalay Bay	770.64
188-0-021-345	2404 MONACO DR	Mandalay Bay	679.98
188-0-021-355	2531 MONACO DR	Mandalay Bay	272.00
188-0-021-365	2531 MONACO DR	Mandalay Bay	634.64
188-0-021-375	2541 MONACO DR	Mandalay Bay	272.00
188-0-021-385	2541 MONACO DR	Mandalay Bay	430.66

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APN	Address	Zone	Grand Total
188-0-021-395	2550 MONACO DR	Mandalay Bay	611.98
188-0-021-405	2550 MONACO DR	Mandalay Bay	90.66
188-0-021-435	2305 MONACO DR	Mandalay Bay	861.30
188-0-021-475	2341 MONACO DR	Mandalay Bay	702.64
188-0-021-485	2321 MONACO DR	Mandalay Bay	1,019.96
188-0-022-015	2240 MONACO DR	Mandalay Bay	702.64
188-0-022-025	2250 MONACO DR	Mandalay Bay	679.98
188-0-022-035	2260 MONACO DR	Mandalay Bay	679.98
188-0-022-045	2300 MONACO DR	Mandalay Bay	679.98
188-0-022-055	2304 MONACO DR	Mandalay Bay	679.98
188-0-022-065	2310 MONACO DR	Mandalay Bay	679.98
188-0-022-075	2320 MONACO DR	Mandalay Bay	679.98
188-0-022-085	2330 MONACO DR	Mandalay Bay	679.98
188-0-022-095	2340 MONACO DR	Mandalay Bay	679.98
188-0-022-105	2350 MONACO DR	Mandalay Bay	702.64
188-0-023-015	2251 VICTORIA AVE	Mandalay Bay	679.98
188-0-023-025	2255 S VICTORIA AVE	Mandalay Bay	702.64
188-0-023-035	2261 VICTORIA AVE	Mandalay Bay	679.98
188-0-023-045	2301 S VICTORIA AVE	Mandalay Bay	702.64
188-0-023-055	2305 VICTORIA AVE	Mandalay Bay	679.98
188-0-023-065	2311 VICTORIA AVE	Mandalay Bay	679.98
188-0-023-075	2321 S VICTORIA AVE	Mandalay Bay	679.98
188-0-023-085	2331 S VICTORIA AVE	Mandalay Bay	702.64
188-0-023-095	2341 S VICTORIA AVE	Mandalay Bay	702.64
188-0-023-105	2351 S VICTORIA AVE	Mandalay Bay	702.64
188-0-024-015	2401 VICTORIA AVE	Mandalay Bay	679.98
188-0-024-025	2411 VICTORIA AVE	Mandalay Bay	702.64
188-0-024-035	2421 VICTORIA AVE	Mandalay Bay	679.98
188-0-024-045	2431 VICTORIA AVE	Mandalay Bay	702.64
188-0-024-055	2441 VICTORIA AVE	Mandalay Bay	679.98
188-0-024-065	2451 VICTORIA AVE	Mandalay Bay	702.64
188-0-024-075	2501 VICTORIA AVE	Mandalay Bay	702.64
188-0-024-085	2511 VICTORIA AVE	Mandalay Bay	702.64
188-0-024-095	2521 VICTORIA AVE	Mandalay Bay	702.64
188-0-024-105	2531 VICTORIA AVE	Mandalay Bay	702.64
188-0-024-115	2541 VICTORIA AVE	Mandalay Bay	679.98
188-0-024-125	2551 VICTORIA AVE	Mandalay Bay	702.64
188-0-024-135	2561 VICTORIA AVE	Mandalay Bay	702.64
188-0-031-025	2320 PENINSULA RD	Mandalay Bay	697.98
188-0-031-035	2330 PENINSULA RD	Mandalay Bay	634.64
188-0-031-045	2340 PENINSULA RD	Mandalay Bay	634.64
188-0-031-055		Mandalay Bay	634.64
188-0-032-015	4045 ISCHIA DR	Mandalay Bay	725.30
188-0-032-025	4041 ISCHIA DR	Mandalay Bay	679.98
188-0-032-035	4035 ISCHIA DR	Mandalay Bay	679.98

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APN	Address	Zone	Grand Total
188-0-032-045	4031 ISCHIA DR	Mandalay Bay	679.98
188-0-032-055	4025 ISCHIA DR	Mandalay Bay	702.64
188-0-032-065	4021 ISCHIA DR	Mandalay Bay	725.30
188-0-032-075		Mandalay Bay	951.96
188-0-032-085	4005 ISCHIA DR	Mandalay Bay	725.30
188-0-032-095	4000 ISCHIA DR	Mandalay Bay	725.30
188-0-032-105	4010 ISCHIA DR	Mandalay Bay	725.30
188-0-032-115	4014 ISCHIA DR	Mandalay Bay	951.96
188-0-032-125	4020 ISCHIA DR	Mandalay Bay	725.30
188-0-032-135	4024 ISCHIA DR	Mandalay Bay	725.30
188-0-032-145	4030 ISCHIA DR	Mandalay Bay	679.98
188-0-032-155	4034 ISCHIA DR	Mandalay Bay	679.98
188-0-032-165	4040 ISCHIA DR	Mandalay Bay	679.98
188-0-032-175	4044 ISCHIA DR	Mandalay Bay	725.30
188-0-033-015	2400 PENINSULA RD	Mandalay Bay	634.64
188-0-033-025	2410 PENINSULA RD	Mandalay Bay	634.64
188-0-033-035	2420 PENINSULA RD	Mandalay Bay	634.64
188-0-033-045	2430 PENINSULA RD	Mandalay Bay	679.98
188-0-033-055	2440 PENINSULA RD	Mandalay Bay	679.98
188-0-033-065	2500 PENINSULA RD	Mandalay Bay	679.98
188-0-033-075	2510 PENINSULA RD	Mandalay Bay	679.98
188-0-033-085	2520 PENINSULA RD	Mandalay Bay	679.98
188-0-033-095	4047 NICE CT	Mandalay Bay	679.98
188-0-034-015	2331 PENINSULA RD	Mandalay Bay	702.64
188-0-034-025	2341 PENINSULA RD	Mandalay Bay	702.64
188-0-034-035	2355 PENINSULA RD	Mandalay Bay	702.64
188-0-034-045	2401 PENINSULA RD	Mandalay Bay	702.64
188-0-034-055	2411 PENINSULA RD	Mandalay Bay	702.64
188-0-034-065	2421 PENINSULA RD	Mandalay Bay	725.30
188-0-034-075	2431 PENINSULA RD	Mandalay Bay	725.30
188-0-034-085	2441 PENINSULA RD	Mandalay Bay	747.98
188-0-034-095	2501 PENINSULA RD	Mandalay Bay	725.30
188-0-034-105	2511 PENINSULA RD	Mandalay Bay	725.30
188-0-034-115	2521 PENINSULA RD	Mandalay Bay	702.64
188-0-034-125	2525 PENINSULA DR	Mandalay Bay	770.64
188-0-035-015	4101 W CHANNEL ISLANDS BLVD	Mandalay Bay	453.32
188-0-035-025	4105 W CHANNEL ISLANDS BLVD	Mandalay Bay	453.32
188-0-035-035	4111 W CHANNEL ISLANDS BLVD	Mandalay Bay	453.32
188-0-035-055	4121 W CHANNEL ISLANDS BLVD	Mandalay Bay	453.32
188-0-035-065	4125 W CHANNEL ISLANDS BLVD	Mandalay Bay	453.32
188-0-035-075	4131 W CHANNEL ISLANDS BLVD	Mandalay Bay	453.32
188-0-035-085	4135 W CHANNEL ISLANDS BLVD	Mandalay Bay	453.32
188-0-035-095	4141 W CHANNEL ISLANDS BLVD	Mandalay Bay	521.32
188-0-036-015	4041 NICE CT	Mandalay Bay	725.30
188-0-036-025	4035 NICE CT	Mandalay Bay	679.98

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APN	Address	Zone	Grand Total
188-0-036-035		Mandalay Bay	679.98
188-0-036-045		Mandalay Bay	702.64
188-0-036-055	4021 NICE CT	Mandalay Bay	725.30
188-0-036-065	4015 NICE CT	Mandalay Bay	951.96
188-0-036-075	4005 NICE CT	Mandalay Bay	725.30
188-0-036-085	4000 NICE CT	Mandalay Bay	725.30
188-0-036-095	4010 NICE CT	Mandalay Bay	725.30
188-0-036-105		Mandalay Bay	294.66
188-0-036-115		Mandalay Bay	657.32
188-0-036-125	4020 NICE CT	Mandalay Bay	362.66
188-0-036-135	4020 NICE CT	Mandalay Bay	362.66
188-0-036-145	4024 NICE CT	Mandalay Bay	339.98
188-0-036-155	4024 NICE CT	Mandalay Bay	362.66
188-0-036-165	4030 NICE CT	Mandalay Bay	362.66
188-0-036-175		Mandalay Bay	362.66
188-0-037-015	2540 PENINSULA RD	Mandalay Bay	566.64
188-0-037-025	2540 PENINSULA RD	Mandalay Bay	136.00
188-0-037-035	2544 PENINSULA RD	Mandalay Bay	702.64
188-0-037-045	2550 PENINSULA RD	Mandalay Bay	702.64
188-0-037-055	2560 PENINSULA RD	Mandalay Bay	702.64
188-0-041-015	2000 PENINSULA RD	Mandalay Bay	634.64
188-0-041-025	4050 W HEMLOCK ST	Mandalay Bay	634.64
188-0-041-035	4040 W HEMLOCK ST	Mandalay Bay	634.64
188-0-041-045	4030 W HEMLOCK ST	Mandalay Bay	679.98
188-0-041-055	4020 W HEMLOCK ST	Mandalay Bay	679.98
188-0-041-065	4010 W HEMLOCK ST	Mandalay Bay	634.64
188-0-041-075	4004 W HEMLOCK DR	Mandalay Bay	634.64
188-0-041-085	4000 W HEMLOCK ST	Mandalay Bay	634.64
188-0-042-015	3966 W HEMLOCK ST	Mandalay Bay	634.64
188-0-042-025	3960 W HEMLOCK ST	Mandalay Bay	634.64
188-0-042-035	3950 W HEMLOCK ST	Mandalay Bay	634.64
188-0-042-045	3940 W HEMLOCK ST	Mandalay Bay	679.98
188-0-043-015	2015 RAVOLI DR	Mandalay Bay	725.30
188-0-043-025	2025 RAVOLI DR	Mandalay Bay	679.98
188-0-043-035	2035 RAVOLI DR	Mandalay Bay	679.98
188-0-043-045	2045 RAVOLI DR	Mandalay Bay	679.98
188-0-043-055	2101 RAVOLI DR	Mandalay Bay	679.98
188-0-043-065	2111 RAVOLI DR	Mandalay Bay	679.98
188-0-043-075	2121 RAVOLI DR	Mandalay Bay	725.30
188-0-043-085	2131 RAVOLI DR	Mandalay Bay	1,019.96
188-0-043-095	2135 RAVOLI DR	Mandalay Bay	793.30
188-0-043-105	2141 RAVOLI DR	Mandalay Bay	793.30
188-0-043-115	2150 RAVOLI DR	Mandalay Bay	793.30
188-0-043-125	2140 RAVOLI DR	Mandalay Bay	815.98
188-0-043-135	2130 RAVOLI DR	Mandalay Bay	1,019.96

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APN	Address	Zone	Grand Total
188-0-043-145	2120 RAVOLI DR	Mandalay Bay	725.30
188-0-043-155	2110 RAVOLI DR	Mandalay Bay	679.98
188-0-043-165		Mandalay Bay	679.98
188-0-043-175		Mandalay Bay	679.98
188-0-043-185	2034 RAVOLI DR	Mandalay Bay	679.98
188-0-043-195	2024 RAVOLI DR	Mandalay Bay	679.98
188-0-043-205	2014 RAVOLI DR	Mandalay Bay	725.30
188-0-044-015	2014 PENINSULA RD	Mandalay Bay	725.30
188-0-044-025	2024 PENINSULA RD	Mandalay Bay	679.98
188-0-044-035	2034 PENINSULA RD	Mandalay Bay	679.98
188-0-044-045	2044 PENINSULA RD	Mandalay Bay	679.98
188-0-044-055	2100 PENINSULA RD	Mandalay Bay	679.98
188-0-044-065	2110 PENINSULA RD	Mandalay Bay	679.98
188-0-044-075	2120 PENINSULA RD	Mandalay Bay	725.30
188-0-044-085	2130 PENINSULA RD	Mandalay Bay	1,019.96
188-0-044-095	2140 PENINSULA RD	Mandalay Bay	725.30
188-0-044-105	2150 PENINSULA RD	Mandalay Bay	725.30
188-0-044-115	2155 PENINSULA RD	Mandalay Bay	725.30
188-0-044-125	2141 PENINSULA RD	Mandalay Bay	725.30
188-0-044-135	2141 PENINSULA RD	Mandalay Bay	1,019.96
188-0-044-145		Mandalay Bay	770.64
188-0-044-155	2111 PENINSULA RD	Mandalay Bay	702.64
188-0-044-165	2101 PENINSULA RD	Mandalay Bay	702.64
188-0-044-175	2061 PENINSULA RD	Mandalay Bay	702.64
188-0-044-185	2051 PENINSULA RD	Mandalay Bay	702.64
188-0-044-195	2041 PENINSULA RD	Mandalay Bay	702.64
188-0-044-205	2031 PENINSULA RD	Mandalay Bay	725.30
188-0-044-215	2021 PENINSULA RD	Mandalay Bay	634.64
188-0-044-225	2011 PENINSULA RD	Mandalay Bay	634.64
188-0-044-235		Mandalay Bay	634.64
188-0-045-015	4101 ROMANY DR	Mandalay Bay	725.30
188-0-045-025	4065 ROMANY DR	Mandalay Bay	725.30
188-0-045-035	4061 ROMANY DR	Mandalay Bay	725.30
188-0-045-045	4051 ROMANY DR	Mandalay Bay	725.30
188-0-045-055	4045 ROMANY DR	Mandalay Bay	747.98
188-0-045-065	4041 ROMANY DR	Mandalay Bay	725.30
188-0-045-075	4035 ROMANY DR	Mandalay Bay	725.30
188-0-045-085	4031 ROMANY DR	Mandalay Bay	725.30
188-0-045-095		Mandalay Bay	838.64
188-0-045-105	4021 ROMANY DR	Mandalay Bay	1,019.96
188-0-045-115	4011 ROMANY DR	Mandalay Bay	725.30
188-0-045-125	4005 ROMANY DR	Mandalay Bay	725.30
188-0-045-135	4000 ROMANY DR	Mandalay Bay	747.98
188-0-045-145	4010 ROMANY DR	Mandalay Bay	725.30
188-0-045-155	4020 ROMANY DR	Mandalay Bay	951.96

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APN	Address	Zone	Grand Total
188-0-045-165	4024 ROMANY DR	Mandalay Bay	725.30
188-0-045-175	4030 ROMANY DR	Mandalay Bay	679.98
188-0-045-185	4034 ROMANY DR	Mandalay Bay	679.98
188-0-045-195	4040 ROMANY DR	Mandalay Bay	679.98
188-0-045-205	4044 ROMANY DR	Mandalay Bay	725.30
188-0-045-215		Mandalay Bay	725.30
188-0-045-225	4111 ROMANY DR	Mandalay Bay	725.30
188-0-045-235	4121 ROMANY DR	Mandalay Bay	725.30
188-0-045-245	4131 ROMANY DR	Mandalay Bay	725.30
188-0-045-255	4141 ROMANY DR	Mandalay Bay	747.98
188-0-045-265	4151 ROMANY DR	Mandalay Bay	747.98
188-0-046-015	2230 PENINSULA RD	Mandalay Bay	634.64
188-0-046-025		Mandalay Bay	634.64
188-0-046-035	2250 PENINSULA RD	Mandalay Bay	634.64
188-0-046-045	2300 PENINSULA RD	Mandalay Bay	679.98
188-0-047-015	2231 PENINSULA RD	Mandalay Bay	725.30
188-0-047-025	2241 PENINSULA RD	Mandalay Bay	702.64
188-0-047-035	2251 PENINSULA RD	Mandalay Bay	702.64
188-0-047-045	2301 PENINSULA RD	Mandalay Bay	702.64
188-0-047-055		Mandalay Bay	702.64
188-0-047-065	2321 PENINSULA RD	Mandalay Bay	702.64
188-0-051-015	2000 KINGSBRIDGE WAY	Mandalay Bay	498.64
188-0-051-025	2010 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-051-035	2020 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-051-045	2030 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-051-055	2040 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-051-065	2050 KINGSBRIDGE WAY	Mandalay Bay	498.64
188-0-051-085	2100 KINGSBRIDGE WAY	Mandalay Bay	498.64
188-0-051-095	2110 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-051-105	2120 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-051-115	2130 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-051-125	2140 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-051-135	2144 KINGSBRIDGE WAY	Mandalay Bay	498.64
188-0-052-015	2005 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-052-025	2011 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-035	2015 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-045	2021 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-055	2025 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-065	2031 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-052-085	2041 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-052-095	2045 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-105	2051 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-115	2055 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-125	2061 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-052-145	2101 JAMESTOWN WAY	Mandalay Bay	498.64

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APN	Address	Zone	Grand Total
188-0-052-155	2111 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-165	2121 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-175	2131 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-052-185	2141 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-053-015	2000 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-025	2004 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-035	2010 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-045	2014 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-055	2020 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-065	2024 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-053-085	2034 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-053-095	2040 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-105	2044 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-115	2050 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-125	2054 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-135	2060 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-053-155	2100 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-053-165	2110 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-175	2120 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-185	2130 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-195	2140 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-053-205	2144 JAMESTOWN WAY	Mandalay Bay	566.64
188-0-054-115	4150 W HEMLOCK ST	Mandalay Bay	725.30
188-0-054-125	2000 GREENCASTLE WAY	Mandalay Bay	634.64
188-0-054-135	4210 W HEMLOCK ST	Mandalay Bay	634.64
188-0-054-145	4200 W HEMLOCK ST	Mandalay Bay	634.64
188-0-054-155	4144 W HEMLOCK ST	Mandalay Bay	725.30
188-0-054-165		Mandalay Bay	702.64
188-0-054-175	4132 W HEMLOCK ST	Mandalay Bay	770.64
188-0-055-015	2001 GREENCASTLE WAY	Mandalay Bay	815.98
188-0-055-045	2021 GREENCASTLE WAY	Mandalay Bay	815.98
188-0-055-055	120 GREENCASTLE WAY	Mandalay Bay	815.98
188-0-055-065	2041 GREENCASTLE WAY	Mandalay Bay	815.98
188-0-055-075	2051 GREENCASTLE WAY	Mandalay Bay	838.64
188-0-055-085	2061 GREENCASTLE WAY	Mandalay Bay	838.64
188-0-055-095	2065 GREENCASTLE WAY	Mandalay Bay	838.64
188-0-055-105		Mandalay Bay	838.64
188-0-055-115	2115 GREENCASTLE WAY	Mandalay Bay	838.64
188-0-055-145	2145 GREENCASTLE WAY	Mandalay Bay	815.98
188-0-055-155	2155 GREENCASTLE WAY	Mandalay Bay	815.98
188-0-055-165	2150 GREENCASTLE WAY	Mandalay Bay	815.98
188-0-055-175	2144 GREENCASTLE WAY	Mandalay Bay	1,042.64
188-0-055-185	2140 GREENCASTLE WAY	Mandalay Bay	793.30
188-0-055-195	2130 GREENCASTLE WAY	Mandalay Bay	747.98
188-0-055-205	2120 GREENCASTLE WAY	Mandalay Bay	725.30

City of Oxnard
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APN	Address	Zone	Grand Total
188-0-055-215	2110 GREENCASTLE WAY	Mandalay Bay	725.30
188-0-055-225	2100 GREENCASTLE WAY	Mandalay Bay	725.30
188-0-055-235	2060 GREENCASTLE WAY	Mandalay Bay	770.64
188-0-055-245	2135 GREENCASTLE WAY	Mandalay Bay	1,586.62
188-0-055-255	2005 GREENCASTLE WAY	Mandalay Bay	1,631.96
188-0-056-015	2151 JAMESTOWN WAY	Mandalay Bay	589.32
188-0-056-025	2155 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-056-035	2161 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-056-045	2167 JAMESTOWN WAY	Mandalay Bay	543.98
188-0-056-055	2164 JAMESTOWN WAY	Mandalay Bay	543.98
188-0-056-065	2160 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-056-075	2154 JAMESTOWN WAY	Mandalay Bay	453.32
188-0-056-085	2150 JAMESTOWN WAY	Mandalay Bay	657.32
188-0-057-015	2164 KINGSBRIDGE WAY	Mandalay Bay	475.98
188-0-057-025	2160 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-057-035	2154 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-057-045	2150 KINGSBRIDGE WAY	Mandalay Bay	589.32
188-0-061-015	2200 KINGSBRIDGE LN	Mandalay Bay	475.98
188-0-061-025	2204 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-061-035	2210 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-061-045	2214 KINGSBRIDGE LN	Mandalay Bay	589.32
188-0-062-015	2221 JAMESTOWN LN	Mandalay Bay	589.32
188-0-062-025	2215 JAMESTOWN LN	Mandalay Bay	453.32
188-0-062-035	2211 JAMESTOWN LN	Mandalay Bay	453.22
188-0-062-045	2205 JAMESTOWN LN	Mandalay Bay	543.98
188-0-062-055	2200 JAMESTOWN LN	Mandalay Bay	543.98
188-0-062-065	2204 JAMESTOWN LN	Mandalay Bay	453.32
188-0-062-075	2210 JAMESTOWN LN	Mandalay Bay	453.32
188-0-062-085	2214 JAMESTOWN LN	Mandalay Bay	634.64
188-0-063-015	2230 GREENCASTLE LN	Mandalay Bay	725.30
188-0-063-025	2240 GREENCASTLE LN	Mandalay Bay	702.64
188-0-063-035	2250 GREENCASTLE LN	Mandalay Bay	702.64
188-0-063-045	2300 GREENCASTLE LN	Mandalay Bay	725.30
188-0-063-055	2310 GREENCASTLE LN	Mandalay Bay	702.64
188-0-063-065	2320 GREENCASTLE LN	Mandalay Bay	702.64
188-0-063-075	2324 GREENCASTLE LN	Mandalay Bay	725.30
188-0-063-085	2330 GREENCASTLE WAY	Mandalay Bay	702.64
188-0-063-095	2346 GREENCASTLE LN	Mandalay Bay	725.30
188-0-063-105	2350 GREENCASTLE LN	Mandalay Bay	770.64
188-0-063-115	2354 GREENCASTLE LN	Mandalay Bay	1,019.96
188-0-063-125	2360 GREENCASTLE LN	Mandalay Bay	793.30
188-0-063-135	2365 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-145	2361 GREENCASTLE CT	Mandalay Bay	793.30
188-0-063-155	2355 GREENCASTLE LN	Mandalay Bay	1,110.62
188-0-063-165	2351 GREENCASTLE LN	Mandalay Bay	929.30

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APN	Address	Zone	Grand Total
188-0-063-175		Mandalay Bay	861.30
188-0-063-185	2331 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-195	2325 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-205	2321 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-215	2311 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-225	2301 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-235	2251 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-245	2241 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-255	2231 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-265	2221 GREENCASTLE LN	Mandalay Bay	815.98
188-0-063-275	4221 ROMANY DR	Mandalay Bay	815.98
188-0-063-285	4215 ROMANY DR	Mandalay Bay	1,133.30
188-0-063-295	4211 ROMANY DR	Mandalay Bay	861.30
188-0-063-305	4205 ROMANY DR	Mandalay Bay	747.98
188-0-063-315	4201 ROMANY DR	Mandalay Bay	725.30
188-0-064-015	2230 JAMESTOWN LN	Mandalay Bay	815.98
188-0-064-025	2240 JAMESTOWN LN	Mandalay Bay	838.64
188-0-064-035	2250 JAMESTOWN LN	Mandalay Bay	838.64
188-0-064-045	2260 JAMESTOWN LN	Mandalay Bay	838.64
188-0-064-055	2310 JAMESTOWN LN	Mandalay Bay	838.64
188-0-064-065	2320 JAMESTOWN LN	Mandalay Bay	815.98
188-0-064-075	2330 JAMESTOWN WAY	Mandalay Bay	838.64
188-0-065-015	2231 JAMESTOWN LN	Mandalay Bay	498.64
188-0-065-025	2235 JAMESTOWN LN	Mandalay Bay	453.32
188-0-065-035	2241 JAMESTOWN LN	Mandalay Bay	453.32
188-0-065-045	2251 JAMESTOWN LN	Mandalay Bay	453.32
188-0-065-055	2255 JAMESTOWN LN	Mandalay Bay	453.32
188-0-065-075	2301 JAMESTOWN LN	Mandalay Bay	453.32
188-0-065-085	2311 JAMESTOWN LN	Mandalay Bay	453.32
188-0-065-095	2315 JAMESTOWN LN	Mandalay Bay	453.32
188-0-065-105	2325 JAMESTOWN LN	Mandalay Bay	453.32
188-0-065-115	2335 JAMESTOWN LN	Mandalay Bay	475.98
188-0-066-015	4400 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-025	4354 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-035	4350 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-045	4344 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-055	4340 MERIDIAN AVE	Mandalay Bay	498.64
188-0-066-075	4334 MERIDIAN AVE	Mandalay Bay	498.64
188-0-066-085	4330 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-095	4324 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-105	4320 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-115	4314 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-125	4310 MERIDIAN AVE	Mandalay Bay	498.64
188-0-066-145	4304 MERIDIAN AVE	Mandalay Bay	498.64
188-0-066-155	4300 MERIDIAN AVE	Mandalay Bay	453.32

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APN	Address	Zone	Grand Total
188-0-066-165	4254 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-175	4250 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-185	4244 MERIDIAN AVE	Mandalay Bay	453.32
188-0-066-195	4240 MERIDIAN AVE	Mandalay Bay	634.64
188-0-067-015	2230 KINGSBRIDGE LN	Mandalay Bay	498.64
188-0-067-025	2234 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-067-035	2240 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-067-045	2250 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-067-055	2260 KINGSBRIDGE LN	Mandalay Bay	498.64
188-0-067-075	2300 KINGSBRIDGE LN	Mandalay Bay	498.64
188-0-067-085	2310 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-067-095	2320 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-067-105	2330 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-067-115	2340 KINGSBRIDGE LN	Mandalay Bay	498.64
188-0-071-015	2421 OLDHAM CIR	Mandalay Bay	498.64
188-0-071-025	2425 OLDHAM CIR	Mandalay Bay	453.32
188-0-071-035	2431 OLDHAM CIR	Mandalay Bay	453.32
188-0-071-045	2435 OLDHAM CIR	Mandalay Bay	498.64
188-0-071-065	2441 OLDHAM CIR	Mandalay Bay	498.64
188-0-071-075	2445 OLDHAM CIR	Mandalay Bay	453.32
188-0-071-085	2450 OLDHAM CIR	Mandalay Bay	453.32
188-0-071-095	2454 OLDHAM CIR	Mandalay Bay	453.32
188-0-071-105	2460 OLDHAM CIR	Mandalay Bay	453.32
188-0-071-115	2464 OLDHAM CIR	Mandalay Bay	589.32
188-0-072-015	2461 JAMESTOWN CT	Mandalay Bay	589.32
188-0-072-025	2455 JAMESTOWN CT	Mandalay Bay	453.32
188-0-072-035	2451 JAMESTOWN CT	Mandalay Bay	453.32
188-0-072-045	2445 JAMESTOWN CT	Mandalay Bay	543.98
188-0-072-055	2440 JAMESTOWN CT	Mandalay Bay	543.98
188-0-072-065	2444 JAMESTOWN CT	Mandalay Bay	453.32
188-0-072-075	2450 JAMESTOWN CT	Mandalay Bay	453.32
188-0-072-085	2454 JAMESTOWN CT	Mandalay Bay	634.64
188-0-073-011	2521 GREENCASTLE CT	Mandalay Bay	317.32
188-0-073-012	2521 GREENCASTLE CT	Mandalay Bay	317.32
188-0-073-021	2515 GREENCASTLE CT	Mandalay Bay	226.66
188-0-073-022	2515 GREENCASTLE CT	Mandalay Bay	222.66
188-0-073-035	2511 GREENCASTLE CT	Mandalay Bay	453.32
188-0-073-045	2505 GREENCASTLE CT	Mandalay Bay	543.98
188-0-073-055	2500 GREENCASTLE CT	Mandalay Bay	543.98
188-0-073-065	2504 GREENCASTLE CT	Mandalay Bay	453.32
188-0-073-075	2510 GREENCASTLE CT	Mandalay Bay	453.32
188-0-073-085	2514 GREENCASTLE CT	Mandalay Bay	589.32
188-0-074-011	2530 GREENCASTLE CT	Mandalay Bay	249.32
188-0-074-012	2530 GREENCASTLE CT	Mandalay Bay	249.32
188-0-074-025	2540 GREENCASTLE CT	Mandalay Bay	453.32

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APN	Address	Zone	Grand Total
188-0-074-035		Mandalay Bay	453.32
188-0-074-045	2560 GREENCASTLE CT	Mandalay Bay	498.64
188-0-075-015	2531 GREENCASTLE CT	Mandalay Bay	543.98
188-0-075-025	2541 GREENCASTLE CT	Mandalay Bay	498.64
188-0-075-035	2551 GREENCASTLE CT	Mandalay Bay	498.64
188-0-075-045	2561 GREENCASTLE CT	Mandalay Bay	498.64
188-0-075-055	2565 GREENCASTLE CT	Mandalay Bay	543.98
188-0-076-015	2500 JAMESTOWN CT	Mandalay Bay	543.98
188-0-076-025	2504 JAMESTOWN CT	Mandalay Bay	498.64
188-0-076-035	2510 JAMESTOWN CT	Mandalay Bay	498.64
188-0-076-045	2520 JAMESTOWN CT	Mandalay Bay	543.98
188-0-076-065	2540 JAMESTOWN CT	Mandalay Bay	543.98
188-0-076-075	2550 JAMESTOWN CT	Mandalay Bay	498.64
188-0-076-085	2560 JAMESTOWN CT	Mandalay Bay	498.64
188-0-076-095	2564 JAMESTOWN CT	Mandalay Bay	543.98
188-0-077-015	2501 JAMESTOWN CT	Mandalay Bay	498.64
188-0-077-025	2505 JAMESTOWN CT	Mandalay Bay	453.32
188-0-077-035	2511 JAMESTOWN CT	Mandalay Bay	453.32
188-0-077-045	2521 JAMESTOWN CT	Mandalay Bay	498.64
188-0-077-065	2541 JAMESTOWN CT	Mandalay Bay	498.64
188-0-077-075	2551 JAMESTOWN CT	Mandalay Bay	453.32
188-0-077-085	2561 JAMESTOWN CT	Mandalay Bay	498.64
188-0-078-015	2500 OLDHAM CIR	Mandalay Bay	498.64
188-0-078-025	2510 OLDHAM CIR	Mandalay Bay	453.32
188-0-078-035	2520 OLDHAM CIR	Mandalay Bay	453.32
188-0-078-045	2530 OLDHAM CIR	Mandalay Bay	453.32
188-0-078-055	2540 OLDHAM CIR	Mandalay Bay	453.32
188-0-078-065	2550 OLDHAM CIR	Mandalay Bay	543.98
188-0-081-015	4460 MERIDIAN WAY	Mandalay Bay	498.64
188-0-081-025	4450 MERIDIAN WAY	Mandalay Bay	453.32
188-0-081-035	4440 MERIDIAN WAY	Mandalay Bay	453.32
188-0-081-045	4430 MERIDIAN WAY	Mandalay Bay	453.32
188-0-081-055	4420 MERIDIAN AVE	Mandalay Bay	453.32
188-0-081-065	4414 MERIDIAN WAY	Mandalay Bay	498.64
188-0-081-085	4404 MERIDIAN WAY	Mandalay Bay	498.64
188-0-082-015	4461 MERIDIAN WAY	Mandalay Bay	498.64
188-0-082-025	4445 MERIDIAN AVE	Mandalay Bay	453.32
188-0-082-035	4431 MERIDIAN WAY	Mandalay Bay	566.64
188-0-083-015	2240 HARBOR BLVD	Mandalay Bay	566.64
188-0-083-025	2250 HARBOR BLVD	Mandalay Bay	453.32
188-0-083-035	2260 HARBOR BLVD	Mandalay Bay	453.32
188-0-083-045	2300 HARBOR BLVD	Mandalay Bay	453.32
188-0-083-055	2310 HARBOR BLVD	Mandalay Bay	566.64
188-0-084-015	4544 LYME BAY	Mandalay Bay	543.98
188-0-084-025	4540 LYME BAY	Mandalay Bay	453.32

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APN	Address	Zone	Grand Total
188-0-084-035	4534 LYME BAY	Mandalay Bay	453.32
188-0-084-045	4530 LYME BAY	Mandalay Bay	498.64
188-0-085-015	4525 LYME BAY	Mandalay Bay	589.32
188-0-085-025	4521 LYME BAY	Mandalay Bay	453.32
188-0-085-035	4511 LYME BAY	Mandalay Bay	453.32
188-0-085-045	4505 LYME BAY	Mandalay Bay	475.98
188-0-085-055	4500 LYME BAY	Mandalay Bay	475.98
188-0-085-065	4510 LYME BAY	Mandalay Bay	453.32
188-0-085-075	4514 LYME BAY	Mandalay Bay	453.32
188-0-085-085	4520 LYME BAY	Mandalay Bay	589.32
188-0-086-015	4545 LYME BAY	Mandalay Bay	498.64
188-0-086-025	4541 LYME BAY	Mandalay Bay	453.32
188-0-086-035	4535 LYME BAY	Mandalay Bay	453.32
188-0-086-045	4531 LYME BAY	Mandalay Bay	498.64
188-0-087-015	4560 COSTA DE ORO AVE	Mandalay Bay	498.64
188-0-087-025	4554 COSTA DE ORO	Mandalay Bay	453.32
188-0-087-035	4550 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-087-045	4544 COSTA DE ORO AVE	Mandalay Bay	498.64
188-0-087-065	4540 COSTA DE ORO	Mandalay Bay	498.64
188-0-087-075	4536 COSTA DE ORO	Mandalay Bay	453.32
188-0-087-085	4532 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-087-095	4528 COSTA DE ORO AVE	Mandalay Bay	566.64
188-0-088-015	2001 KINGSBRIDGE WAY	Mandalay Bay	498.64
188-0-088-025	2005 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-088-035	2011 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-088-045	2021 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-088-055	2031 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-088-065	2041 KINGSBRIDGE WAY	Mandalay Bay	498.64
188-0-088-085	2101 KINGSBRIDGE WAY	Mandalay Bay	498.64
188-0-088-095	2105 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-088-105	2111 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-088-115	2121 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-088-125	2131 KINGSBRIDGE WAY	Mandalay Bay	498.64
188-0-088-135	2141 KINGSBRIDGE WAY	Mandalay Bay	589.32
188-0-088-145	2145 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-088-155	2151 KINGSBRIDGE WAY	Mandalay Bay	453.32
188-0-088-165	2155 KINGSBRIDGE WAY	Mandalay Bay	475.98
188-0-089-015	2205 KINGSBRIDGE LN	Mandalay Bay	475.98
188-0-089-025	2211 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-089-035	2215 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-089-045	2221 KINGSBRIDGE LN	Mandalay Bay	589.32
188-0-089-055	2231 KINGSBRIDGE LN	Mandalay Bay	498.64
188-0-089-065	2241 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-089-075	2251 KINGSBRIDGE LN	Mandalay Bay	498.64
188-0-089-095	2301 KINGSBRIDGE LN	Mandalay Bay	498.64

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APN	Address	Zone	Grand Total
188-0-089-105	2311 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-089-115	2325 KINGSBRIDGE LN	Mandalay Bay	453.32
188-0-089-125	2341 KINGSBRIDGE LN	Mandalay Bay	498.64
188-0-091-015	4640 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-025	4630 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-035	4624 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-045	4620 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-065	4614 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-075	4610 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-085	4604 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-095	4600 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-115	4570 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-125	4566 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-135	4562 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-145	4558 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-155	4554 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-165	4550 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-185	4544 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-195	4540 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-091-205	4625 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-215	4621 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-225	4615 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-235	4611 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-245	4605 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-255	4601 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-275	4575 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-285	4571 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-295	4565 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-305	4561 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-315	4555 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-325	4551 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-345	4541 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-355	4535 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-365	4531 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-375	4525 FALKIRK BAY	Mandalay Bay	453.32
188-0-091-395	4521 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-015	4624 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-025	4620 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-035	4616 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-045	4612 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-055	4608 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-065	4604 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-085	4574 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-095	4570 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-105	4564 FALKIRK BAY	Mandalay Bay	453.32

City of Oxnard
Waterways Assessment District
Final Billing Detail Report for Fiscal Year 2021/22

APN	Address	Zone	Grand Total
188-0-092-115	4560 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-135	4550 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-145	4544 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-155	4540 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-165	4536 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-175	4532 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-185	4528 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-205	4520 FALKIRK BAY	Mandalay Bay	453.32
188-0-092-275	4567 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-285	4565 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-295	4563 GATESHEAD BAY	Mandalay Bay	634.64
188-0-092-315	4555 GATESHEAD BAY	Mandalay Bay	643.64
188-0-092-325	4551 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-335	4545 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-345	4541 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-355	4535 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-365	4531 GATESHEAD BAY	Mandalay Bay	543.98
188-0-092-385	4521 GATESHEAD BAY	Mandalay Bay	543.98
188-0-092-395	4515 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-405	4511 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-415	4505 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-425	4501 GATESHEAD BAY	Mandalay Bay	634.64
188-0-092-445	4455 GATESHEAD BAY	Mandalay Bay	634.64
188-0-092-455	4577 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-465	4575 GATESHEAD BAY	Mandalay Bay	453.32
188-0-092-475	4571 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-015	4578 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-025	4574 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-035	4570 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-045	4568 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-055	4564 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-065	4562 GATESHEAD BAY	Mandalay Bay	634.64
188-0-093-195	4524 GATESHEAD BAY	Mandalay Bay	543.98
188-0-093-205	4520 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-215	4514 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-225	4510 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-235	4504 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-245	4500 GATESHEAD BAY	Mandalay Bay	589.32
188-0-093-265	4454 GATESHEAD BAY	Mandalay Bay	589.32
188-0-093-275	4565 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-285	4561 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-295	4555 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-305	4551 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-315	4545 COSTA DE ORO AVE	Mandalay Bay	543.98
188-0-093-335	4541 COSTA DE ORO AVE	Mandalay Bay	543.98

City of Oxnard
Waterways Assessment District
Final Billing Detail Report for Fiscal Year 2021/22

APN	Address	Zone	Grand Total
188-0-093-345	4535 COSTA DE ORO	Mandalay Bay	453.32
188-0-093-355	4531 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-365	4525 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-375	4521 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-385	4515 COSTA DE ORO AVE	Mandalay Bay	634.64
188-0-093-405	4505 COSTA DE ORO AVE	Mandalay Bay	634.64
188-0-093-415	4501 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-425	4451 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-435	4445 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-093-445	4441 COSTA DE ORO	Mandalay Bay	453.32
188-0-093-455	4435 COSTA DE ORO AVE	Mandalay Bay	589.32
188-0-093-495	4554 GATESHEAD BAY	Mandalay Bay	634.64
188-0-093-505	4550 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-515	4544 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-525	4540 GATESHEAD BAY	Mandalay Bay	453.32
188-0-093-535	4534 GATESHEAD BAY	Mandalay Bay	532.64
188-0-093-545	4425 COSTA DE ORO AVE	Mandalay Bay	589.32
188-0-100-015	4500 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-100-025	4504 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-100-035	4510 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-100-045	4514 EASTBOURNE BAY	Mandalay Bay	679.98
188-0-100-055	4520 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-100-065	4524 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-100-075	4530 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-100-085	4534 EASTBOURNE BAY	Mandalay Bay	453.32
188-0-100-105	4515 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-115	4511 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-125	4509 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-135	4505 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-145	4501 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-155	4445 FALKIRK BAY	Mandalay Bay	679.98
188-0-100-165	4441 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-175	4435 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-185	4431 FALKIRK BAY	Mandalay Bay	543.98
188-0-100-195	4424 FALKIRK BAY	Mandalay Bay	543.98
188-0-100-205	4430 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-215	4440 FALKIRK BAY	Mandalay Bay	430.66
188-0-100-225	4450 FALKIRK BAY	Mandalay Bay	679.98
188-0-100-235	4500 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-245	4504 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-255	4508 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-265	4512 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-275	4516 FALKIRK BAY	Mandalay Bay	453.32
188-0-100-285	4451 GATESHEAD BAY	Mandalay Bay	453.32
188-0-100-295	4445 GATESHEAD BAY	Mandalay Bay	453.32

City of Oxnard
Waterways Assessment District
Final Billing Detail Report for Fiscal Year 2021/22

APN	Address	Zone	Grand Total
188-0-100-305	4441 GATESHEAD BAY	Mandalay Bay	453.32
188-0-100-315	4435 GATESHEAD BAY	Mandalay Bay	453.32
188-0-100-325	4431 GATESHEAD BAY	Mandalay Bay	498.64
188-0-100-335	4421 GATESHEAD BAY	Mandalay Bay	679.98
188-0-100-345	4415 GATESHEAD BAY	Mandalay Bay	498.64
188-0-100-355	4411 GATESHEAD BAY	Mandalay Bay	498.64
188-0-100-365	4405 GATESHEAD BAY	Mandalay Bay	543.98
188-0-100-375	4400 GATESHEAD BAY	Mandalay Bay	543.98
188-0-100-385	4410 GATESHEAD BAY	Mandalay Bay	498.64
188-0-100-395	4414 GATESHEAD BAY	Mandalay Bay	498.64
188-0-100-405	4420 GATESHEAD BAY	Mandalay Bay	679.98
188-0-100-415	4430 GATESHEAD BAY	Mandalay Bay	498.64
188-0-100-425	4434 GATESHEAD BAY	Mandalay Bay	453.32
188-0-100-435	4440 GATESHEAD BAY	Mandalay Bay	453.32
188-0-100-445	4444 GATESHEAD BAY	Mandalay Bay	453.32
188-0-100-455	4450 GATESHEAD BAY	Mandalay Bay	453.32
188-0-100-565	1950 JAMESTOWN WAY	Mandalay Bay	679.98
188-0-100-575	1954 JAMESTOWN WAY	Mandalay Bay	498.64
188-0-100-585	1960 JAMESTOWN WAY	Mandalay Bay	589.32
188-0-100-605	4421 COSTA DE ORO	Mandalay Bay	453.32
188-0-100-615	4415 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-100-625	4411 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-100-635	4405 COSTA DE ORO AVE	Mandalay Bay	453.32
188-0-100-645	4401 COSTA DE ORO ST	Mandalay Bay	498.64
188-0-120-085	4221 W HEMLOCK ST	Mandalay Bay	1,349.46
188-0-120-095	4211 W HEMLOCK ST	Mandalay Bay	940.42
Mandalay Bay Total	746 Accounts		444,257.68

City of Oxnard
Waterways Assessment District
Final Billing Detail Report for Fiscal Year 2021/22

APN	Address	Zone	Grand Total
188-0-130-015	4200 HARBOUR ISLAND LN	Harbour Island	\$371.70
188-0-130-025	4202 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-035	4204 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-045	4206 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-055	4208 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-065	4210 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-075	4212 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-085	4214 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-095	4216 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-105	4220 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-115	4222 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-125	4224 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-135	4226 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-145	4228 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-155	4230 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-165	4240 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-175	4242 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-185	4244 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-195	4246 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-205	4248 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-215	4250 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-225	4252 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-235	4254 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-245	4245 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-255	4243 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-265	4241 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-275	4251 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-285	4249 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-295	4247 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-305	4255 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-315	4253 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-325	4225 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-335	4223 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-345	4221 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-355	4231 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-365	4229 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-375	4227 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-385	4237 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-395	4235 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-405	4233 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-130-415	1745 EMERALD ISLE WAY	Harbour Island	371.70
188-0-130-425	1743 EMERALD ISLE WAY	Harbour Island	371.70
188-0-130-435	1741 EMERALD ISLE WAY	Harbour Island	371.70
188-0-130-445	1751 EMERALD ISLE WAY	Harbour Island	371.70
188-0-130-455	1749 EMERALD ISLE WAY	Harbour Island	371.70

City of Oxnard
Waterways Assessment District
Final Billing Detail Report for Fiscal Year 2021/22

APN	Address	Zone	Grand Total
188-0-130-465	1747 EMERALD ISLE WAY	Harbour Island	371.70
188-0-130-475	1755 EMERALD ISLE WAY	Harbour Island	371.70
188-0-130-485	1753 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-015	1725 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-025	1723 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-035	1721 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-045	1731 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-055	1729 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-065	1727 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-075	1737 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-085	1735 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-095	1733 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-105	1705 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-115	1703 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-125	1701 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-135	1711 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-145	1709 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-155	1707 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-165	1715 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-175	1713 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-185	1700 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-195	1702 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-205	1704 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-215	1706 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-225	1708 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-235	1710 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-245	1712 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-255	1714 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-265	1720 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-275	1722 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-285	1724 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-295	1726 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-305	1728 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-315	1730 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-325	1732 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-335	1734 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-345	1736 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-355	1738 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-365	1740 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-375	1742 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-385	1746 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-395	1748 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-405	1750 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-415	1752 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-425	1754 EMERALD ISLE WAY	Harbour Island	371.70

City of Oxnard
Waterways Assessment District
Final Billing Detail Report for Fiscal Year 2021/22

APN	Address	Zone	Grand Total
188-0-140-435	1756 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-445	1758 EMERALD ISLE WAY	Harbour Island	371.70
188-0-140-455	1760 EMERALD ISLE WAY	Harbour Island	371.70
188-0-150-015	1800 EMERALD ISLE WAY	Harbour Island	371.70
188-0-150-025	1802 EMERALD ISLE WAY	Harbour Island	371.70
188-0-150-035	4203 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-150-045	4201 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-150-055	1743 PEARL WAY	Harbour Island	371.70
188-0-150-065	1741 PEARL WAY	Harbour Island	371.70
188-0-150-075	1725 PEARL WAY	Harbour Island	371.70
188-0-150-085	1723 PEARL WAY	Harbour Island	371.70
188-0-150-095	1721 PEARL WAY	Harbour Island	371.70
188-0-150-105	1705 PEARL WAY	Harbour Island	371.70
188-0-150-115	1703 PEARL WAY	Harbour Island	371.70
188-0-150-125	1701 PEARL WAY	Harbour Island	371.70
188-0-150-135	1804 EMERALD ISLE WAY	Harbour Island	371.70
188-0-150-145	1806 EMERALD ISLE WAY	Harbour Island	371.70
188-0-150-155	4207 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-150-165	4205 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-150-175	1747 PEARL WAY	Harbour Island	371.70
188-0-150-185	1745 PEARL WAY	Harbour Island	371.70
188-0-150-195	1731 PEARL WAY	Harbour Island	371.70
188-0-150-205	1729 PEARL WAY	Harbour Island	371.70
188-0-150-215	1727 PEARL WAY	Harbour Island	371.70
188-0-150-225	1711 PEARL WAY	Harbour Island	371.70
188-0-150-235	1709 PEARL WAY	Harbour Island	371.70
188-0-150-245	1707 PEARL WAY	Harbour Island	371.70
188-0-150-255	1808 EMERALD ISLE WAY	Harbour Island	371.70
188-0-150-265	1810 EMERALD ISLE WAY	Harbour Island	371.70
188-0-150-275	4211 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-150-285	4209 HARBOUR ISLAND LN	Harbour Island	371.70
188-0-150-295	1751 PEARL WAY	Harbour Island	371.70
188-0-150-305	1749 PEARL WAY	Harbour Island	371.70
188-0-150-315	1737 PEARL WAY	Harbour Island	371.70
188-0-150-325	1735 PEARL WAY	Harbour Island	371.70
188-0-150-335	1733 PEARL WAY	Harbour Island	371.70
188-0-150-345	1717 PEARL WAY	Harbour Island	371.70
188-0-150-355	1715 PEARL WAY	Harbour Island	371.70
188-0-150-365	1713 PEARL WAY	Harbour Island	371.70
Harbour Island Total		129 Accounts	\$47,949.30
Grand Total		875 Accounts	\$492,206.98

Slight variances may occur due to rounding

Maintenance Assessment Districts

& Waterway Assessment Districts

MAD No. 4 (Mandalay Beach/Colony/Hotel)

WAD No. 1 (Mandalay Bay)

WAD No. 2 (Mandalay Bay)

Community Facilities Districts

CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)

CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)

CFD No. 5 (RIVERPARK)

CFD No. 6 (NORTH SHORE AT MANDALAY BAY)

CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

LMD No. 10 (Country Club Estates)

LMD No. 11 (St. Tropez)

LMD No. 12 (Standard Pacific)

LMD No. 13 (Le Village)

LMD No. 14 (California Cove)

LMD No. 16 (California Lighthouse)

LMD No. 23 (Greystone)

LMD No. 24 (Vineyards)

LMD No. 25 (Pointe)

LMD No. 27 (Rose Island)

LMD No. 28 (Harborside)

LMD No. 3 (River Ridge)

LMD No. 30 (Haas Automation)

LMD No. 31 (Rancho De La Rosa)

LMD No. 32 (Oak Park)

LMD No. 33 (El Paseo)

LMD No. 34 (Sunrise Pointe & Sunset Cove)

LMD No. 36 (Villa Santa Cruz & Villa Carmel)

LMD No. 37 (Pacific Breeze)

LMD No. 38 (Aldea Del Mar)

LMD No. 39 (Promesa & Sueno)

LMD No. 40 (Cantada)

LMD No. 41 (Pacific Cove)

LMD No. 42 (Cantabria & Coronado)

LMD No. 43 (Greenbelt)

LMD No. 46 (Daily Ranch)

LMD No. 47 (Sycamore Place)

LMD No. 49 (Cameron Ranch)

LMD No. 50 (Pleasant Valley Senior Housing)

LMD No. 51 (Pfeiler)

LMD No. 52 (Wingfield)

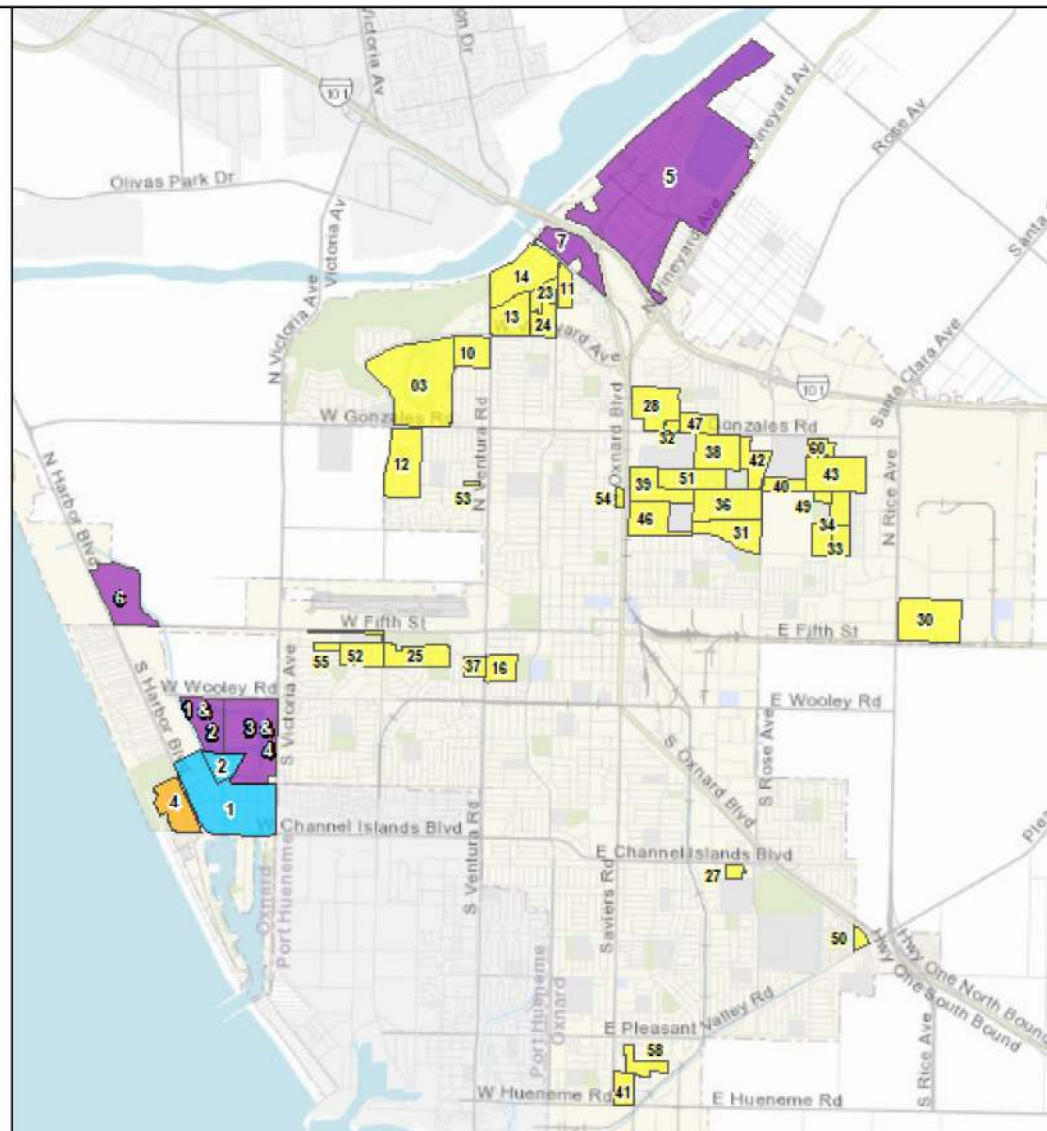
LMD No. 53 (Huff Court)

LMD No. 54 (Meadow Crest Villas)

LMD No. 55 (Wingfield West)

LMD No. 58 (Westwind)

LMD No. 60 (Artisan)



Adoption of Resolution to Levy Waterways Maintenance District Assessments for Fiscal Year 2021-22

City Council
June 15, 2021

Steve Howlett
Assistant Public Works Director

RECOMMENDATION

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

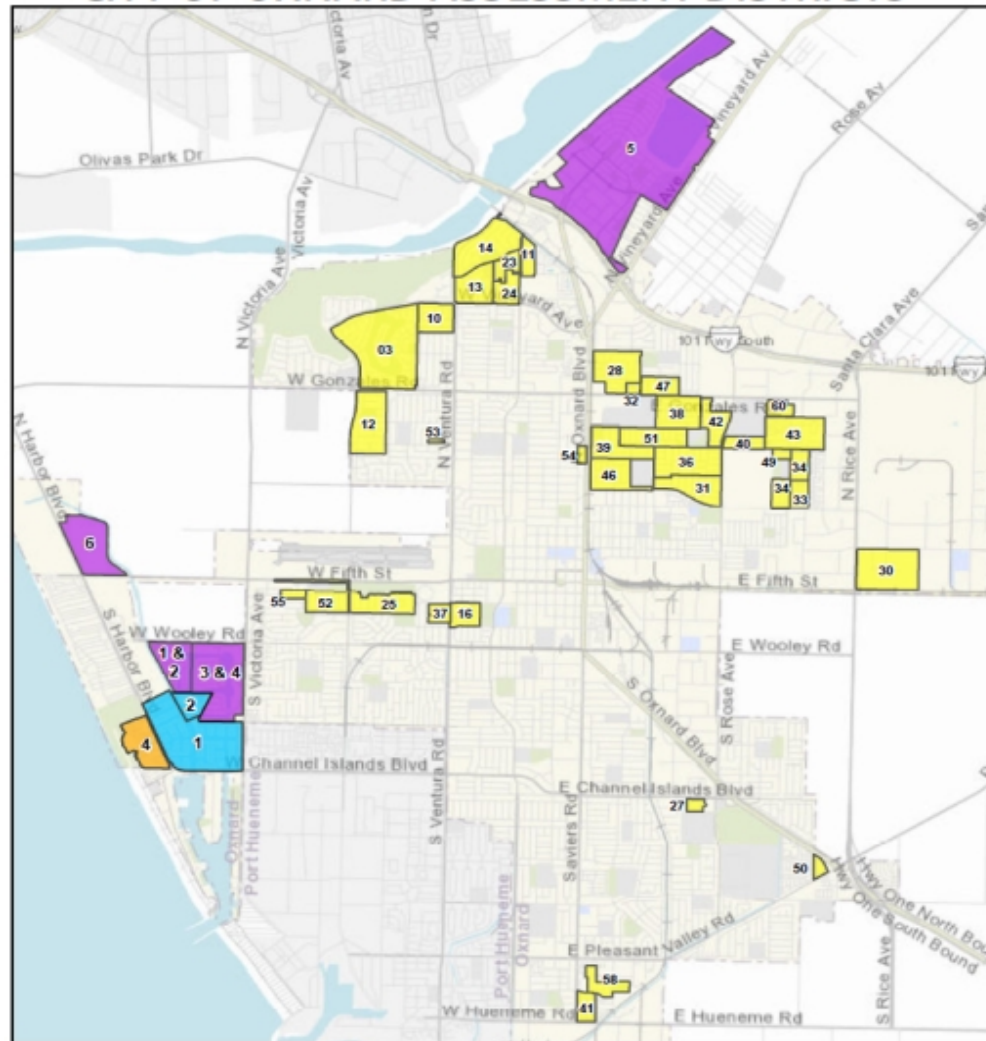
1. Holding a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2021-22; and
2. Adopting a resolution for Fiscal Year 2021-22 fixing assessments for the Waterways Maintenance District

BACKGROUND

- Assessment district for the maintenance of the waterways and landscaping on public rights-of-way within Mandalay Bay was established on June 16, 1970
- This waterways district was formed pursuant to the Improvement Act of 1911 in order to recover the City's cost of maintenance of waterways and landscaping on public rights-of-way within Mandalay Bay

MAP OF ASSESSMENT DISTRICTS IN CITY

CITY OF OXNARD ASSESSMENT DISTRICTS



- Orange Maintenance Assessment District (District No.) Purple Community Facilities District (District No.)
Light blue Waterway Assessment District (Zone No.) Yellow Landscape Maintenance District (District No.)

Additional information can be found at: oxnard.org/city-department/publicworks

BACKGROUND

- The Waterways Maintenance Assessment District consists of two zones:
 - Zone 1 – Mandalay Bay; and
 - Zone 2 – Harbor Island
- In Fiscal Year 2021-22, Zone 1 Mandalay Bay will be assessed \$444,258 and Zone 2 Harbor Island will be assessed \$47,949

DISCUSSION

Location Map



DISCUSSION

- The recommended budget for direct maintenance including landscaping maintenance, utility costs and waterways debris removal services, including contingency costs for Fiscal Year 2021-22 is \$315,088 for Mandalay Bay and \$31,639 for Harbor Island
- The recommended budget for overhead, staff costs and consulting services for Fiscal Year 2021-22 is \$125,611 for Mandalay Bay and \$18,447 for Harbor Island

DISCUSSION

- The recommended budget for County fees for Fiscal Year 2021-22 is \$1,269 for Mandalay Bay and \$154 for Harbor Island

FINANCIAL IMPACT

- The estimated cost of maintenance and fund balance in Fiscal Year 2021-22 for the two Waterways Maintenance District funds (Fund 121 and Fund 177) is equal to the assessments of \$492,207
- The amount will be assessed to the property owners in the district and will be placed on the Ventura County tax roll in Fiscal Year 2021-22, the same as in prior years



QUESTIONS



ANSWERS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.1

DATE: June 15, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Grant Application for FEMA's Hazard Mitigation Grant Program. (0/5/5)

RECOMMENDATION

That the City Council adopt resolutions:

1. Authorizing the City Manager to submit an application for \$3,750,000 in grant funds to the California Governor's Office of Emergency Services (Cal OES) to be used for the Mandalay Bay Seawalls Structural Retrofit Project (the grant will pay for \$3,750,000, or 75% of the total project cost, and has a match requirement of \$1,250,000 or 25%, of the total project cost);
 2. Authorizing the City Manager or the Public Works Director to execute grant agreements and provide the assurances and agreements required by Cal OES pertaining to open and future disaster assistance grants for a period of three (3) years; authorizing the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and authorizing the Director of Public Works or designee to submit non-financial reports.
- (This item did not originate in Committee. The grant timeline did not allow enough time to go to both Committee and Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/AjiT3JB_r2s

BACKGROUND

The California Governor's Office of Emergency Services (Cal OES) will be awarding funding through the Hazard Mitigation Grant Program (HMGP) as a result of the Presidentially-declared disaster for the August 2020 California wildfires (DR-4558). The HMGP can fund this Project and planning activities for eligible applicants in accordance with the Federal Emergency Management Agency's (FEMA's) Hazard Mitigation Assistance Guidance under the authority of the Robert T. Stafford Emergency Assistance and Disaster Relief Act (Stafford Act). Hazard mitigation activities are aimed at reducing or eliminating future damages. Projects that receive these funds must be completed (including close-out) within a 36-month performance period. No construction is allowed prior to FEMA approval, and the HMGP does not fund projects that are in progress or projects that have already been completed.

CIP Reference

Project - Mandalay Bay Seawalls Project - CIP 2020-2025 - Adopted June 16, 2020 – Page 93.

DISCUSSION

In California, Cal OES is responsible for identifying program priorities, reviewing applications and forwarding recommendations for funding to FEMA. FEMA has final approval for activity eligibility and funding. Cal OES has reviewed the City's notice of intent (NOI) to apply for the grant that was submitted on May 7, 2021, and the City has been approved to submit the Mandalay Bay Seawalls Structural Retrofit Project (Project) application to be considered for HMGP funding.

This Project is included in the Adopted 2020-25 Capital Improvement Program document. The Proposed Project involves the survey work, structural and retrofit design, procurement, and construction necessary to structurally retrofit the seawalls at the Mandalay Bay development. The Project will contribute to the protection of some of the 743 residential properties impacted by the 7.8 miles of seawalls that could be affected by an earthquake.

The earliest fiscal year in which the grant funds and corresponding City match would be spent is FY 2021-22.

Grant and City Match Funding		
Federal Requested Share	75%	\$3,750,000
Applicant Match*	25%	\$1,250,000
Total Project Activity Cost	100%	\$5,000,000

*Source of City match: 50/50 split between the Waterways – Zone 1 (\$625K) and the General Fund (\$625K) - At the time of grant award, staff will return to City Council with a Request for Budget Appropriation for the City match for this Project.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the Project is \$5,000,000 of which \$3,750,000 is being requested in grant funds in this grant application. The Hazard Mitigation Grant Program requires a minimum 25 percent local cost share (City match) of the total Project cost (the State does not contribute to local cost share) as described in this staff report which amounts to \$1,250,000 in total. Upon grant award, staff will return to City Council to recognize the grant award, identify match funding, and appropriate the grant and match requirement for the Project.

COMMITTEE OUTCOME

This item did not originate in Committee. The grant timeline did not allow enough time to go to both Committee and Council.

Prepared by: Tatiana Arnaout, City Engineer, Eric Humel, Grants Specialist

ATTACHMENTS

1. Applicant Agent Resolution HMGP - Cal OES 130
2. City Resolution
3. Presentation

DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION

Hazard Mitigation Grant Program and Building Resilient Infrastructure and Communities

BE IT RESOLVED BY THE City Council OF THE City Council
(Governing Body) (Name of Applicant)

THAT City Council (Title of Authorized Agent),

OR Public Works Director (Title of Authorized Agent),

OR _____ (Title of Authorized Agent),

is hereby authorized to execute for and on behalf of the City of Oxnard (Name of Subrecipient), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Oxnard (Name of Subrecipient), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and futures Grants up to three (3) years following the date of approval below.

☐ This is a Grant specific resolution and is effective for only:
Grant name/number(s) _____

Passed and approved this _____ day of _____, 20____.

_____, Mayor
(Name and Title of Governing Body Representative)
_____, Councilmember
(Name and Title of Governing Body Representative)
_____, Councilmember
(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____ (Name), duly appointed and City Clerk (Title) of
City of Oxnard (Name of Applicant), do hereby certify that the above is a true and
correct copy of a Resolution passed and approved by the City Council
(Governing Body) of the City of Oxnard (Name of Applicant) on the _____ day
of _____, 20____.

Signature: _____ Title: City Clerk

Cal OES Form 130 Instructions

A new Designation of Subrecipient's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants applied for by the Subrecipient. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California Governor's Office of Emergency Services for \$3,750,000 in Hazard Mitigation Grant Program funds regarding the Hazard Mitigation Grant Program to be used for the Mandalay Bay Seawalls Structural Retrofit Project

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that the City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, these applications and to file them with the California Governor's Office of Emergency Service for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment A). The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or his or her designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

GRANT APPLICATION FOR FEMA'S HAZARD MITIGATION GRANT PROGRAM

City Council
June 15, 2021

Eric Humel
Grants Coordinator



That the City Council adopt resolutions:

1. Authorizing the City Manager to submit an application for \$3,750,000 in grant funds to the California Governor's Office of Emergency Services (Cal OES) to be used for the Mandalay Bay Seawalls Structural Retrofit Project (the grant will pay for \$3,750,000, or 75% of the total project cost, and has a match requirement of \$1,250,000 or 25%, of the total project cost); and
2. Authorizing the City Manager or the Public Works Director to execute grant agreements and provide the assurances and agreements required by Cal OES pertaining to open and future disaster assistance grants for a period of three (3) years; authorizing the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and authorizing the Director of Public Works or designee to submit non-financial reports

- The California Governor's Office of Emergency Services (Cal OES) has issued a Round II for the Hazard Mitigation Program (HMGP) August 2020 California wildfires (DR-4558)
- The HMGP program funds projects that reduce or eliminate future damages
- May 7, 2021: Staff submitted a Notice of Interest (NOI) for the Mandalay Bay Seawalls Project
- June 18, 2021: NOI was deemed eligible and the City was invited to submit a full application to Cal OES

- The Mandalay Bay Seawalls Structural Retrofit Project is included in the City's latest adopted Capital Improvement Program (CIP)
- The proposed project involves the survey work, structural and retrofit design, procurement, and construction necessary to structurally retrofit the seawalls

Grant and City Match Funding		
Federal Requested Share	75%	\$3,750,000
Applicant Match*	25%	\$1,250,000
Total Project Activity Cost	100%	\$5,000,000

*Source of City match: 50/50 split between the Waterways – Zone 1 (\$625K) and the General Fund (\$625K). If awarded, the earliest fiscal year in which the grant funds and corresponding City match would be spent is FY 2021-22.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.2

DATE: June 15, 2021

TO: Housing Authority Board

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Housing Authority: Low Rent Public Housing and Housing Choice Voucher Program Budgets for Fiscal Year 21-22 (0/10/10)

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority")

1. Adopt a resolution approving the recommended \$7,175,311 operating budget for the Low Rent Public Housing Program for Fiscal Year 21-22, as presented for each project area, and approve and authorize the use of \$703,336 of unrestricted cash to fund the projected deficit; and
2. Adopt a resolution approving the recommended \$25,128,842 operating budget for the Housing Choice Voucher Program for Fiscal Year 21-22 and approve and authorize the use of \$551,267 of unrestricted cash to fund the projected deficit.

(The Community Services, Public Safety, Housing & Development Committee approved 2-0.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/RsgjcJ7aUVY>

BACKGROUND

The Department of Housing and Urban Development ("HUD") requires that project-based budgets be approved by the Board prior to the start of the fiscal year. The Low Rent Public Housing Program project-based budget pertains exclusively to the 520 public housing units that are owned and operated by the Oxnard Housing Authority. The recommended operating budget for all public housing projects is \$7,175,311. Of this amount, \$1,253,857 consists of indirect administrative costs which HUD categorizes as the "Central Office Cost Center" (COCC). The operating budgets, if adopted as recommended, would result in a deficit of \$401,307 for the Central Office Cost Center, and the combined project sites have a deficit of \$302,029 totaling \$703,336.

The Low Rent Public Housing Program is funded primarily with two sources of income: tenant rental income and operating subsidy HUD. The amount of operating subsidy received is based upon a HUD determined formula, which considers the estimated costs to run each Public Housing development and reduces that by the amount of tenant rental income received by each development. The Central Office Cost Center operates on HUD's determined fee revenue generated from public housing including a management fee, a bookkeeping fee, and an asset management fee.

The Housing Choice Voucher (HCV) budget pertains exclusively to the 1,890 Housing Choice Vouchers administered by the Oxnard Housing Authority. The recommended operating budget of \$25,128,842 is comprised of two parts including the housing assistance payments (HAP) to property owners to subsidize rent and the administrative fees used to operate the administration of the Housing Choice Voucher program. The housing assistance payment portion of the program is

anticipated to be approximately \$22,441,492 for rental subsidies passed directly through the Oxnard Housing Authority from HUD to the private landlords in the community. The administrative operations are estimated to be \$2,687,350 which will result in a deficit of \$551,267.

The Oxnard Housing Authority has engaged with stakeholders and a HUD funded consultant seeking to improve the operations of our various programs. Such an effort seeks public housing conversion, customer services improvements, budget adjustments and many other objectives.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

As of April 30, 2021, the Authority's Central Office Cost Center Unrestricted Cash and Investments are approximately \$1,240,000 or 99% of annual indirect administrative operating costs. It is anticipated that the Oxnard Housing Authority will require the use of approximately \$401,307 in Central Office Cost Center cash reserves in Fiscal Year 21-22. This will leave a balance of \$838,693 in the Central Office Cost Center Unrestricted Cash and Investments funds. This amount represents 67% of the Public Housing Program's annual operating indirect administrative costs.

It is anticipated that the public housing projects will require the use of \$302,029 of cash reserves. As of April 30, 2021, the projects had in excess of \$9 million in Unrestricted Cash and Investments. These funds are restricted in the sense that they cannot be used to fund deficits of the Central Office Cost Center, nor can they be used to fund the Housing Choice Voucher program's deficit.

As of April 30, 2021, the Housing Choice Voucher Program's Unrestricted Cash and Investments are \$1,530,000 or 57% of annual operating costs. It is anticipated that the Oxnard Housing Authority will require the use of approximately \$551,267 of these funds in Fiscal Year 21-22. This will leave a balance of \$978,733 which represents 36% of the annual operating costs.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 2-0 on May 25, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Low Rent Public Housing Resolution
2. Low Rent Public Housing Budget
3. HUD Form 52574
4. Housing Choice Voucher Resolution
5. Housing Choice Voucher Budget
6. OHA FY 2021-22 Budget Presentation

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND
ADOPTING THE LOW RENT PUBLIC HOUSING PROGRAM OPERATING BUDGET FOR
FISCAL YEAR 2022

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared the Low Rent Public Housing Program Operating Budgets now totaling \$7,175,311 the fiscal year 2022; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2022 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted rental charges and expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of their time.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard hereby resolves:

1. That the Low Rent Public Housing Program Operating Budgets (Operating Budgets) for the fiscal year 2022 totaling \$7,175,311 on file at the Housing Department and incorporated full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budgets is serving in a variety of positions which will exceed 100% allocation of their time.

APPROVED AND ADOPTED this 15th day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairman

ATTEST:

Rose Chaparro, Secretary Designate
APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
 PROPOSED FY 2022 BUDGET

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
INCOME									
TENANT INCOME									
Rental Income									
Tenant Rent	0.00	1,154,004.00	771,576.00	933,816.00	199,440.00	1,060,632.00	409,356.00	0.00	4,528,824.00
Total Rental Income	0.00	1,154,004.00	771,576.00	933,816.00	199,440.00	1,060,632.00	409,356.00	0.00	4,528,824.00
Other Tenant Income									
Laundry and Vending	0.00	0.00	0.00	0.00	1,676.00	0.00	5,953.00	0.00	7,629.00
Maintenance Charge	0.00	850.00	1,867.00	2,248.00	2,549.00	1,931.00	2,501.00	0.00	11,946.00
Cable Charges	0.00	11,560.00	8,092.00	11,329.00	5,780.00	10,635.00	11,560.00	0.00	58,956.00
Total Other Tenant Income	0.00	12,410.00	9,959.00	13,577.00	10,005.00	12,566.00	20,014.00	0.00	78,531.00
NET TENANT INCOME	0.00	1,166,414.00	781,535.00	947,393.00	209,445.00	1,073,198.00	429,370.00	0.00	4,607,355.00
GRANT INCOME									
HUD PHA Operating Grants/Subsidy	165,800.00	44,664.00	49,082.00	164,261.00	172,086.00	10,534.00	290,897.00	0.00	897,324.00
TOTAL GRANT INCOME	165,800.00	44,664.00	49,082.00	164,261.00	172,086.00	10,534.00	290,897.00	0.00	897,324.00
OTHER INCOME									
Investment Income-Unrestricted	6,116.00	16,063.00	12,528.00	13,389.00	4,765.00	15,110.00	8,480.00	15,673.00	92,124.00
Management Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	682,408.00	682,408.00
Asset Mgmt Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,400.00	62,400.00
Bookkeeping Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,864.00	45,864.00
IT Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,800.00	18,800.00
FFS income - outside party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,528.00	15,528.00
Non-Dwelling Rental Income	7,000.00	0.00	0.00	30,360.00	0.00	0.00	0.00	11,778.00	49,138.00
Misc Other Income	0.00	465.00	115.00	136.00	42.00	33.00	144.00	99.00	1,034.00
TOTAL OTHER INCOME	13,116.00	16,528.00	12,643.00	43,885.00	4,807.00	15,143.00	8,624.00	852,550.00	967,296.00
TOTAL INCOME	178,916.00	1,227,606.00	843,260.00	1,155,539.00	386,338.00	1,098,875.00	728,891.00	852,550.00	6,471,975.00
EXPENSES									
ADMINISTRATIVE									
Administrative Salaries									
Administrative Salaries	133.00	112,966.00	83,835.00	113,650.00	53,505.00	137,251.00	97,456.00	629,842.00	1,228,638.00
Administrative Temp Help	0.00	16,181.00	11,327.00	16,181.00	21,076.00	16,182.00	58,095.00	0.00	139,042.00
Add'l Compensation - OT	0.00	320.00	225.00	355.00	355.00	477.00	406.00	308.00	2,446.00
Employee Benefit Contribution-Admin	118.00	88,314.00	65,612.00	88,954.00	43,711.00	107,251.00	79,686.00	412,965.00	886,611.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
 PROPOSED FY 2022 BUDGET

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Total Administrative Salaries	251.00	217,781.00	160,999.00	219,140.00	118,647.00	261,161.00	235,643.00	1,043,115.00	2,256,737.00
Legal Expense									
Court Costs	0.00	400.00	0.00	57.00	450.00	0.00	100.00	0.00	1,007.00
Criminal Background Checks	0.00	80.00	40.00	57.00	30.00	63.00	57.00	0.00	327.00
Tenant Screening	0.00	781.00	656.00	138.00	58.00	313.00	226.00	0.00	2,172.00
Total Legal Expense	0.00	1,261.00	696.00	252.00	538.00	376.00	383.00	0.00	3,506.00
Other Admin Expenses									
Staff Training	0.00	815.00	577.00	255.00	37.00	375.00	461.00	1,265.00	3,785.00
Auditing Fees	0.00	2,466.00	1,726.00	2,466.00	1,233.00	2,468.00	2,466.00	0.00	12,825.00
Management Fee	6,379.00	106,416.00	74,492.00	106,416.00	53,208.00	106,416.00	106,416.00	0.00	559,743.00
Asset Management Fees	0.00	12,000.00	8,400.00	12,000.00	6,000.00	12,000.00	12,000.00	0.00	62,400.00
Bookkeeping Fees	0.00	8,820.00	6,174.00	8,820.00	4,410.00	8,820.00	8,820.00	0.00	45,864.00
Total Other Admin Expenses	6,379.00	130,517.00	91,369.00	129,957.00	64,888.00	130,079.00	130,163.00	1,265.00	684,617.00
Miscellaneous Admin Expenses									
Membership and Fees	0.00	80.00	56.00	80.00	40.00	81.00	80.00	1,278.00	1,695.00
Publications	0.00	70.00	50.00	69.00	35.00	73.00	70.00	10.00	377.00
Advertising	0.00	95.00	65.00	93.00	46.00	96.00	95.00	183.00	673.00
Office Supplies	0.00	270.00	190.00	250.00	130.00	254.00	280.00	654.00	2,028.00
Fuel-Administrative	0.00	120.00	96.00	144.00	110.00	297.00	170.00	1,287.00	2,224.00
City Overhead	0.00	9,055.00	6,891.00	11,672.00	4,384.00	11,988.00	8,576.00	27,028.00	79,594.00
Telephone	0.00	1,245.00	1,407.00	1,963.00	3,769.00	1,371.00	3,785.00	4,019.00	17,559.00
Postage	0.00	655.00	377.00	635.00	183.00	623.00	301.00	886.00	3,660.00
Paper	0.00	240.00	146.00	181.00	63.00	202.00	125.00	595.00	1,552.00
Copiers	0.00	800.00	546.00	806.00	390.00	813.00	780.00	2,521.00	6,656.00
Printer Supplies/Services	0.00	735.00	0.00	735.00	489.00	750.00	740.00	777.00	4,226.00
Misc Computer Equipment	0.00	1,615.00	1,445.00	320.00	242.00	747.00	220.00	3,543.00	8,132.00
Internet	0.00	968.00	678.00	1,018.00	1,526.00	1,013.00	1,526.00	2,895.00	9,624.00
Software/Maintenance Fees	0.00	4,800.00	1,073.00	6,355.00	5,272.00	6,369.00	7,793.00	11,072.00	42,734.00
Cell Phones/Pagers	25.00	530.00	577.00	972.00	449.00	745.00	845.00	3,708.00	7,851.00
Small Office Equipment	0.00	65.00	45.00	75.00	35.00	75.00	360.00	35.00	690.00
Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,769.00	10,769.00
Cable Charges	0.00	11,560.00	8,092.00	11,329.00	5,780.00	10,635.00	11,560.00	0.00	58,956.00
Other Misc Admin Expenses	0.00	95.00	65.00	100.00	25.00	89.00	50.00	413.00	837.00
Storage	67.00	98.00	70.00	215.00	40.00	121.00	50.00	375.00	1,036.00
Total Miscellaneous Admin Expenses	92.00	33,096.00	21,869.00	37,012.00	23,008.00	36,342.00	37,406.00	72,048.00	260,873.00
TOTAL ADMINISTRATIVE EXPENSES	6,722.00	382,655.00	274,933.00	386,361.00	207,081.00	427,958.00	403,595.00	1,116,428.00	3,205,733.00
TENANT SERVICES									
Tenant Services Salaries	0.00	200.00	135.00	250.00	65.00	209.00	784.00	0.00	1,643.00
Employee Benefit Contributions-Tenant Svcs.	0.00	100.00	70.00	125.00	0.00	113.00	429.00	0.00	837.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
 PROPOSED FY 2022 BUDGET

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Resident Council	0.00	1,425.60	993.60	1,339.20	705.60	1,267.20	1,425.60	0.00	7,156.80
Other Tenant Svcs.-OHA	0.00	950.40	662.40	892.80	470.40	844.80	950.40	0.00	4,771.20
Tenant Services Contract Costs	0.00	705.00	494.00	3,600.00	2,400.00	3,600.00	2,400.00	0.00	13,199.00
TOTAL TENANT SERVICES EXPENSES	0.00	3,381.00	2,355.00	6,207.00	3,641.00	6,034.00	5,989.00	0.00	27,607.00
UTILITIES									
Water	0.00	63,681.00	55,932.00	67,886.00	12,805.00	66,024.00	23,477.00	2,636.00	292,441.00
Electricity	4,725.00	8,612.00	9,109.00	0.00	40,455.00	15,993.00	63,332.00	17,166.00	159,392.00
Electricity-Vacant Units	0.00	232.00	502.00	283.00	0.00	862.00	0.00	0.00	1,879.00
Gas	0.00	375.00	277.00	1,327.00	12,795.00	716.00	28,542.00	765.00	44,797.00
Gas-Vacant Units	0.00	176.00	445.00	268.00	0.00	577.00	0.00	0.00	1,466.00
Garbage/Trash Removal	430.00	39,465.00	47,496.00	50,254.00	5,776.00	55,760.00	9,851.00	2,428.00	211,460.00
Dump Expense	650.00	1,270.00	1,707.00	2,385.00	102.00	867.00	419.00	46.00	7,446.00
Sewer	112.00	55,210.00	41,837.00	49,621.00	12,610.00	46,847.00	26,093.00	1,089.00	233,419.00
TOTAL UTILITY EXPENSES	5,917.00	169,021.00	157,305.00	172,024.00	84,543.00	187,646.00	151,714.00	24,130.00	952,300.00
MAINTENANCE AND OPERATIONS									
General Maint Expense									
Maintenance Salaries	0.00	57,118.00	40,967.00	81,830.00	29,262.00	68,957.00	60,760.00	8,442.00	347,336.00
Maintenance Labor-Grounds	9,801.00	24,364.00	24,483.00	61,504.00	16,601.00	61,260.00	35,703.00	17,859.00	251,575.00
Maint-On Call Service	0.00	2,161.00	1,513.00	2,161.00	1,080.00	2,165.00	2,161.00	0.00	11,241.00
Maintenance - Temporary Labor	1,921.00	23,760.00	16,632.00	23,730.00	25,880.00	23,760.00	37,760.00	4,440.00	157,883.00
Maintenance OT	0.00	7,305.00	3,109.00	5,093.00	4,702.00	4,879.00	9,698.00	3,185.00	37,971.00
Employee Benefits Contribution-Maint.	6,174.00	57,066.00	49,078.00	102,137.00	35,549.00	108,812.00	68,039.00	15,389.00	442,244.00
Maintenance Uniforms	0.00	400.00	325.00	500.00	325.00	500.00	400.00	65.00	2,515.00
Vehicle Gas, Oil, Grease	0.00	2,440.00	2,424.00	3,039.00	0.00	5,005.00	1,763.00	666.00	15,337.00
Total General Maint Expense	17,896.00	174,614.00	138,531.00	279,994.00	113,399.00	275,338.00	216,284.00	50,046.00	1,266,102.00
Materials									
Supplies-Paint	0.00	2,275.00	1,592.00	3,879.00	1,588.00	3,051.00	1,873.00	52.00	14,310.00
Supplies-Grounds	355.00	357.00	170.00	0.00	120.00	502.00	1,140.00	186.00	2,830.00
Supplies-Appliance	0.00	31,836.00	27,470.00	23,078.00	8,806.00	9,095.00	19,785.00	0.00	120,070.00
Supplies-Plumbing	0.00	11,382.00	15,951.00	25,036.00	3,800.00	8,748.00	21,569.00	86.00	86,572.00
Supplies-Electrical	0.00	7,157.00	6,357.00	24,019.00	3,703.00	5,184.00	18,739.00	166.00	65,325.00
Supplies-Building Repairs	0.00	3,935.00	3,590.00	6,331.00	2,051.00	5,579.00	7,326.00	0.00	28,812.00
Supplies-Windows	0.00	901.00	358.00	6,122.00	646.00	414.00	303.00	0.00	8,744.00
Supplies-Locks	0.00	715.00	457.00	1,956.00	2,810.00	262.00	1,561.00	138.00	7,899.00
Supplies-Janitorial/Cleaning	0.00	645.00	368.00	1,798.00	234.00	783.00	1,834.00	1,014.00	6,676.00
Supplies-Safety	50.00	0.00	677.00	2,772.00	994.00	920.00	1,211.00	745.00	7,369.00
Tools and Equipment	0.00	1,296.00	946.00	1,332.00	558.00	602.00	1,667.00	0.00	6,401.00
Grounds Tools and Equipment	65.00	175.00	188.00	971.00	57.00	492.00	162.00	33.00	2,143.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
 PROPOSED FY 2022 BUDGET

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
COVID 19	0.00	990.00	693.00	1,421.00	2,480.00	769.00	3,043.00	884.00	10,280.00
Total Materials	470.00	61,664.00	58,817.00	98,715.00	27,847.00	36,401.00	80,213.00	3,304.00	367,431.00
Contract Costs									
Contract-Fire Alarm/Extinguisher	0.00	1,743.00	1,560.00	5,159.00	10,694.00	2,966.00	14,086.00	579.00	36,787.00
Contract-Appliance Repair	0.00	0.00	0.00	0.00	0.00	111.00	0.00	0.00	111.00
Contract-Building Repairs-Misc	0.00	1,307.00	8,640.00	2,567.00	6,909.00	3,367.00	1,660.00	0.00	24,450.00
Contract-Unit Turnaround	0.00	2,000.00	2,000.00	2,000.00	350.00	1,000.00	1,000.00	0.00	8,350.00
Contract-Painting	0.00	187,000.00	130,530.00	0.00	0.00	0.00	0.00	0.00	317,530.00
Contract-Electrical	0.00	924.00	647.00	320.00	120.00	585.00	0.00	0.00	2,596.00
Contract-Pest Control	0.00	1,280.00	727.00	3,231.00	5,737.00	366.00	27,452.00	0.00	38,793.00
Contract-Floor Covering	0.00	0.00	0.00	11,700.00	2,540.00	0.00	500.00	0.00	14,740.00
Contract-Grounds	0.00	4,667.00	675.00	0.00	1,200.00	0.00	3,930.00	0.00	10,472.00
Contract-Janitorial/Cleaning	0.00	2,826.00	1,978.00	9,506.00	9,580.00	2,760.00	10,000.00	11,931.00	48,581.00
Contract-Plumbing	0.00	3,067.00	660.00	5,758.00	4,054.00	10,593.00	10,560.00	0.00	34,692.00
Contract-HVAC	120.00	1,355.00	950.00	1,377.00	697.00	625.00	6,546.00	4,295.00	15,965.00
Contract-Vehicle Maintenance	200.00	1,085.00	931.00	1,313.00	400.00	3,187.00	1,263.00	5,313.00	13,692.00
Contract-Equipment Rental	0.00	0.00	0.00	100.00	0.00	25.00	25.00	0.00	150.00
Contract-Equipment Repair	495.00	380.00	274.00	1,096.00	715.00	826.00	596.00	78.00	4,460.00
Contract-Elevator Maintenance	0.00	0.00	0.00	0.00	3,300.00	0.00	6,320.00	2,004.00	11,624.00
Contract-Alarm Monitoring	230.00	159.00	112.00	1,738.00	613.00	250.00	2,563.00	1,582.00	7,247.00
Contract-Tree Trimming	0.00	3,000.00	5,000.00	11,233.00	0.00	2,200.00	0.00	0.00	21,433.00
Contract-IT Contracts	0.00	2,850.00	2,000.00	2,900.00	2,750.00	3,300.00	5,000.00	0.00	18,800.00
Contract Costs-Other	0.00	2,100.00	1,469.00	2,100.00	1,050.00	2,100.00	2,100.00	0.00	10,919.00
Total Contract Costs	1,045.00	215,743.00	158,153.00	62,098.00	50,709.00	34,261.00	93,601.00	25,782.00	641,392.00
TOTAL MAINTENANCE EXPENSE	19,411.00	452,021.00	355,501.00	440,807.00	191,955.00	346,000.00	390,098.00	79,132.00	2,274,925.00
GENERAL EXPENSES									
WC Insurance	805.00	7,443.00	6,005.00	12,621.00	4,194.00	11,699.00	8,725.00	14,831.00	66,323.00
Auto Insurance	1,406.00	8,634.00	6,375.00	11,435.00	4,675.00	10,989.00	12,043.00	13,698.00	69,255.00
Property Insurance	0.00	35,896.00	32,176.00	41,733.00	23,953.00	38,554.00	43,521.00	3,268.00	219,101.00
General Liability Insurance	1,312.00	4,628.00	3,270.00	5,566.00	1,745.00	4,537.00	3,441.00	756.00	25,255.00
Fidelity Insurance	0.00	215.00	150.00	215.00	108.00	216.00	215.00	61.00	1,180.00
City-Umbrella Policy	837.00	2,953.00	2,087.00	3,552.00	1,114.00	2,894.00	2,196.00	483.00	16,116.00
Broker Fees	164.00	2,928.00	2,500.00	3,506.00	1,814.00	3,227.00	3,523.00	1,070.00	18,732.00
Cyber Liability Insurance	498.00	202.00	138.00	244.00	151.00	231.00	256.00	0.00	1,720.00
Payments in Lieu of Taxes	0.00	10,190.00	6,840.00	11,400.00	10,922.00	7,460.00	27,465.00	0.00	74,277.00
Bad Debt-Tenant Rents	2,800.00	2,000.00	1,500.00	3,000.00	1,500.00	10,750.00	1,250.00	0.00	22,800.00
Security/Law Enforcement	7,558.00	22,627.00	15,839.00	22,627.00	0.00	22,628.00	0.00	0.00	91,279.00
TOTAL GENERAL EXPENSES	15,380.00	97,716.00	76,880.00	115,899.00	50,176.00	113,185.00	102,635.00	34,167.00	606,038.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
 PROPOSED FY 2022 BUDGET

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
HOUSING ASSISTANCE PAYMENTS									
PH Tenant URP	0.00	72.00	36.00	240.00	0.00	0.00	0.00	0.00	348.00
PH FSS Escrow Payments	0.00	25,368.00	23,520.00	27,024.00	0.00	32,448.00	0.00	0.00	108,360.00
TOTAL HOUSING ASSISTANCE PAYMENTS	0.00	25,440.00	23,556.00	27,264.00	0.00	32,448.00	0.00	0.00	108,708.00
TOTAL EXPENSES	47,430.00	1,130,234.00	890,530.00	1,148,562.00	537,396.00	1,113,271.00	1,054,031.00	1,253,857.00	7,175,311.00
NET INCOME	131,486.00	97,372.00	-47,270.00	6,977.00	-151,058.00	-14,396.00	-325,140.00	-401,307.00	-703,336.00

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 06/30/2022)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: City of Oxnard Housing Authority

PHA Code: CA031

PHA Fiscal Year Beginning: July 1, 2021

Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: 06/15/2021
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: John C. Zaragoza	Signature:	Date:
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RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AND
ADOPTING THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM OPERATING BUDGET
FOR FISCAL YEAR 2022

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared a Section 8 Housing Choice Voucher Program Operating Budget of \$25,128,842 for the fiscal year 2022; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2022 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of their time.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard hereby resolves:

1. That the Section 8 Housing Choice Voucher Program Operating Budget (Operating Budget) for the fiscal year 2022 totaling \$25,128,842 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budget is serving in a variety of positions which will exceed 100% allocation of their time.

APPROVED AND ADOPTED this 15th day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairman

ATTEST:

Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2021 BUDGET**

	Administrative	Housing Assistance	Total
	Budget	Payment Budget	Budget
INCOME			
GRANT INCOME			
HAP Income		22,423,492.00	22,423,492.00
Adm Fee Income	1,999,210.00		1,999,210.00
Port-In Adm Fee	7,500.00		7,500.00
Port-In HAP	104,000.00		104,000.00
TOTAL GRANT INCOME	2,110,710.00	22,423,492.00	24,534,202.00
OTHER INCOME			
Investment Income-Unrestricted	7,373.00		7,373.00
Fraud Recovery-Adm Fee	18,000.00		18,000.00
Fraud Recovery-HAP		18,000.00	18,000.00
TOTAL OTHER INCOME	25,373.00	18,000.00	43,373.00
TOTAL INCOME	2,136,083.00	22,441,492.00	24,577,575.00
EXPENSES			
ADMINISTRATIVE			
Administrative Salaries			
Administrative Salaries	1,271,261.00		1,271,261.00
Administrative Temp Help	43,680.00		43,680.00
Add'l Compensation - OT	2,600.00		2,600.00
Employee Benefit Contribution-Admin	922,650.00		922,650.00
Total Administrative Salaries	2,240,191.00		2,240,191.00
Legal Expense			
Criminal Background Checks	7,850.00		7,850.00
Tenant Screening	11,300.00		11,300.00
General Legal Expense	1,600.00		1,600.00
Total Legal Expense	20,750.00		20,750.00
Other Admin Expenses			
Staff Training	4,160.00		4,160.00
Travel	2,540.00		2,540.00
Auditing Fees	33,005.00		33,005.00
Port-Out Adm Fee Paid	15,563.00		15,563.00
Total Other Admin Expenses	55,268.00		55,268.00
Miscellaneous Admin Expenses			
Membership and Fees	3,063.00		3,063.00
Publications	1,560.00		1,560.00
Advertising	870.00		870.00
Office Supplies	4,315.00		4,315.00
Fuel-Administrative	1,620.00		1,620.00

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2021 BUDGET**

	Administrative	Housing Assistance	Total
	Budget	Payment Budget	Budget
City Overhead	55,125.00		55,125.00
Telephone	6,090.00		6,090.00
Postage	10,238.00		10,238.00
Paper	2,686.00		2,686.00
Copiers	6,006.00		6,006.00
Printer Supplies/Services	4,564.00		4,564.00
Misc Computer Equipment	4,232.00		4,232.00
Internet	2,395.00		2,395.00
Software/Maintenance Fees	50,000.00		50,000.00
Cell Phones/Pagers	3,210.00		3,210.00
Small Office Equipment	825.00		825.00
Bank Fees	9,600.00		9,600.00
Other Misc Admin Expenses	850.00		850.00
Storage	8,030.00		8,030.00
Total Miscellaneous Admin Expenses	175,279.00		175,279.00
TOTAL ADMINISTRATIVE EXPENSES	2,491,488.00		2,491,488.00
UTILITIES			
Water	620.00		620.00
Electricity	11,266.00		11,266.00
Gas	1,551.00		1,551.00
Garbage/Trash Removal	777.00		777.00
Sewer	285.00		285.00
TOTAL UTILITY EXPENSES	14,499.00		14,499.00
MAINTENANCE AND OPERATIONS			
General Maint Expense			
Maintenance Salaries	800.00		800.00
Maintenance Labor-Grounds	6,706.00		6,706.00
Maintenance - Temporary Labor	360.00		360.00
Employee Benefits Contribution-Maint.	4,475.00		4,475.00
Maintenance Uniforms	300.00		300.00
Vehicle Gas, Oil, Grease	171.00		171.00
Total General Maint Expense	12,812.00		12,812.00
Materials			
Supplies-Paint	25.00		25.00
Supplies-Grounds	200.00		200.00
Supplies-Plumbing	150.00		150.00
Supplies-Electrical	182.00		182.00
Supplies-Building Repairs	62.00		62.00
Supplies-Locks	412.00		412.00
Supplies-Janitorial/Cleaning	1,522.00		1,522.00
Supplies-Safety	1,101.00		1,101.00
Tools and Equipment	30.00		30.00
Grounds Tools and Equipment	65.00		65.00

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
PROPOSED FY 2021 BUDGET**

	Administrative	Housing Assistance	Total
	Budget	Payment Budget	Budget
COVID 19	1,657.00		1,657.00
Total Materials	5,406.00		5,406.00
Contract Costs			
Contract-Fire Alarm/Extinguisher	36.00		36.00
Contract-Janitorial/Cleaning	8,800.00		8,800.00
Contract-HVAC	3,150.00		3,150.00
Contract-Vehicle Maintenance	3,055.00		3,055.00
Contract-Alarm Monitoring	452.00		452.00
Contract-Tree Trimming	700.00		700.00
Total Contract Costs	16,193.00		16,193.00
TOTAL MAINTENANCE EXPENSE	34,411.00		34,411.00
GENERAL EXPENSES			
WC Insurance	6,431.00		6,431.00
Auto Insurance	5,000.00		5,000.00
Property Insurance	1,550.00		1,550.00
General Liability Insurance	8,975.00		8,975.00
Fidelity Insurance	61.00		61.00
City-Umbrella Policy	5,726.00		5,726.00
Broker Fees	1,130.00		1,130.00
Cyber Liability Insurance	4,044.00		4,044.00
Bad Debt-Other	2,500.00		2,500.00
Security/Law Enforcement	7,535.00		7,535.00
Port-In HAP Expense	104,000.00		104,000.00
TOTAL GENERAL EXPENSES	146,952.00		146,952.00
HOUSING ASSISTANCE PAYMENTS			
Housing Assistance Payments		22,034,904.00	22,034,904.00
HCV Tenant URP		23,376.00	23,376.00
Port-Out HAP		297,915.00	297,915.00
HCV FSS Escrow Payments		85,297.00	85,297.00
TOTAL HOUSING ASSISTANCE PAYMENTS	0.00	22,441,492.00	22,441,492.00
TOTAL EXPENSES	2,687,350.00	22,441,492.00	25,128,842.00
NET INCOME	-551,267.00	0.00	-551,267.00

Oxnard Housing Authority

Fiscal Year 2021-2022 Budget

June 15, 2021

1. HUD regulations required program budgets to be approved and submitted prior to July 1
2. Each project area is funded, accounted for and budgeted separately according to Asset Management Provisions
3. Overall program budget recommended is \$7,175,311
4. A HUD formula establishes the estimated costs to run each public housing complex – called the “project expense level (PEL)”
5. $PEL - \text{prior year tenant rent} + \text{utility expenses} = \sim \text{subsidy eligibility}$
6. Eligible subsidy amount is prorated based upon Congressional Appropriations on a calendar year basis
7. FY 2022 budgets are based upon 96% of subsidy as FY 2021 funding levels are unknown at this time.

Asset Management Projects (“AMPs”)

Project 31-1

- Colonia Village

Project 31-2

- Felicia Court

Project 31-3

- Colonia Road

Project 31-4

- Pleasant Valley

Project 31-5

- Plaza Vista

Project 31-7 (scattered sites)

- 1: Cuesta Del Mar, 2: Althea, 3: Concord, 4: Fashion Park, 5: Fremont, 6: Hill St.

Project 31-8

- Palm Vista

Public Housing Income

Description	Total FY 21 Budget	Total FY 22 Budget	Increase (Decrease)
Tenant Rent	4,430,112	4,528,824	98,712
Operating subsidy	760,144	897,324	137,180
Management Fees	739,204	825,000	85,796
Other Income	<u>367,468</u>	<u>220,827</u>	<u>(146,641)</u>
Total Income	<u>6,296,928</u>	<u>6,471,975</u>	<u>175,047</u>

Public Housing Expenses

Description	Total FY 21 Budget	Total FY 22 Budget	Increase (Decrease)
Admin Exp	3,175,569	3,205,733	30,164
Tenant Svc Exp	35,678	27,607	(8,071)
Utility Expense	941,570	952,300	10,730
Maintenance Exp	2,015,796	2,274,925	259,129
General Expense	559,748	606,038	46,290
Other Expenses	<u>95,388</u>	<u>108,708</u>	<u>13,320</u>
Total Expenses	<u>6,823,749</u>	<u>7,175,311</u>	<u>351,562</u>

1. Housing Choice Voucher (HCV) program is responsible for providing housing assistance payments to up to 1,890 families (1773 ongoing, 40 Mainstream vouchers and 77 VASH vouchers)
2. The HCV program is comprised of 2 components – housing assistance payments to landlords (“HAP”) and administration
3. HAP portion of the budget is \$22,441,492
4. HUD directs housing authorities to lease as many units as they can with the funding they are provided
5. HAP funding levels are subject to annual Congressional appropriations

1. Administrative funding is the amount the OHA receives to administer the HCV program
2. Eligibility is based upon the number of vouchers leased and a HUD established fee per unit leased
3. Total national eligibility is compared to funding available through Congressional appropriations and funding is prorated accordingly
4. The estimated FY 2021 administrative fee funding proration is at 82% of eligibility

Description	HCV Budget 2021	HAP Budget 2022	Increase (Decrease)
HAP Income	\$21,289,320	\$22,441,492	\$1,152,172
HAP Expenses	<u>21,289,320</u>	<u>22,441,492</u>	<u>1,152,172</u>
Net HAP Income	<u>0</u>	<u>0</u>	<u>0</u>
Admin Income	2,088,957	2,136,083	47,126
Admin Personnel	2,065,264	2,240,191	174,927
Other Admin Exp	263,015	251,297	(11,718)
Util & Maint Exp	48,046	48,910	864
Gen & Other Exp	<u>89,758</u>	<u>146,952</u>	<u>57,194</u>
Total Expenses	<u>2,466,083</u>	<u>2,687,350</u>	<u>221,267</u>
Total Deficit	<u>(377,126)</u>	<u>(551,267)</u>	<u>174,141</u>

FY 2022 Housing Choicer Voucher Budget

Description	HCV Budget 2021	HCV Budget 2022	Increase (Decrease)
HCV Income	23,378,277	24,577,575	1,199,298
HCV Expenses	<u>23,755,403</u>	<u>25,128,842</u>	<u>1,373,439</u>
Net HCV Income	<u>(377,126)</u>	<u>(551,267)</u>	<u>174,141</u>

Financial Impact

1. Requires \$401,307 in COCC cash reserves where the current reserve balance \$1,240,000
2. Requires \$302,029 in the Low Rent Public Housing program cash reserves where the current reserve balance \$9,000,000
3. Requires \$551,267 in the Housing Choice Voucher program cash reserves where the current reserve balance \$1,530,000

That the Board of Commissioners of the Oxnard Housing Authority:

1. Adopt a resolution approving and adopting the recommended \$7,175,311 operating budget for the Low Rent Public Housing Program for fiscal year 2022, as presented for each project area, and approve and authorize the use of \$703,336 of unrestricted cash to fund the projected deficit.
2. Adopt a resolution approving and adopting the recommended \$25,128,842 operating budget for the Housing Choice Voucher Program for fiscal year 2022 and approve and authorize the use of \$551,267 of unrestricted cash to fund the projected deficit.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.3

DATE: June 15, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Grant Application for the Ocean Protection Council Proposition 1 Grant Program. (0/5/5)

RECOMMENDATION

That the City Council adopt resolutions:

1. Authorizing the City Manager to submit an application for \$1,074,100 in grant funds to the Ocean Protection Council Proposition 1 Grant Program to be used for the Channel Islands Harbor Water Quality Remediation Study (the grant will cover \$1,074,100, or 82%, of the total project cost and the City will match \$230,000, or 18%, of the total project cost); and
 2. Authorizing the City Manager or the Public Works Director to execute grant agreements; authorizing the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and authorizing the Director of Public Works or designee to submit non-financial reports.
- (This item did not originate in Committee. The grant timeline did not allow enough time to go to both Committee and Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/o8bRdzsFg_g

BACKGROUND

The Edison Canal and adjacent Channel Islands Harbor (CIH) are located in the city of Oxnard and County of Ventura and have suffered significant environmental degradation since the shutdown of the cooling pumps of the Mandalay Generating Station (MGS) in March 2018. The plant shutdown was in response to California's mandate to terminate power plants that use seawater for once-through-cooling. After the shutdown, a massive algae bloom occurred in the CIH in June 2018. The bloom was followed by a widespread dissolved oxygen event related to decomposition of dying algae and marine life. The bloom and low-oxygen event have been tied to the significantly higher residence times caused by the elimination of the northern outflow point. The MGS was a Once-Through-Cooling gas-fired steam turbine electrical power generation facility operated by NRG. The 2.3-mile-long Edison Canal circulated 1.5 billion gallons per month of seawater and farm water runoff out the north end of the canal at the MGS from 1959 until March 2018. When NRG/MGS shut down, the north end of Edison Canal outflow to the sea was blocked, resulting in a lack of circulation in the Channel Islands Harbor and a concentration of agriculturally derived nutrients that encouraged excess algal growth. The residence times have increased from 6 days to 35 days at the north east corner of the harbor, and 70 days at the north end of the Edison Canal.

Staff has been working with the Channel Islands Neighborhood Council (CINC) to seek funding opportunities that would address the issues in the harbor. In March of 2021, the Ocean Protection Council (OPC) issued their Proposition 1 solicitation. The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1 or "Prop 1") was

approved by California voters in November 2014. Chapter 6 of Prop 1 allocates \$30 million to OPC for a competitive grant program for multi-benefit ecosystem and watershed protection or restoration projects that improve water quality in accordance with statewide priorities. The current grant round seeks to advance coastal projects that directly benefit communities entitled to environmental justice that propose restoration, habitat enhancement, and resilience to climate change, including adaptation to sea-level rise, flooding, and shoreline erosion. The current round of funding has \$7.5 million available competitively for projects statewide.

DISCUSSION

The project being proposed for the OPC Prop 1 grant funding will evaluate the feasibility of multiple water quality and habitat-benefiting solutions and develop a conceptual design and plan to implement the prioritized solution. The project will work directly with the community during the feasibility study and conceptual design phases to collaborate on decision making and identification of the specifics of the most appropriate multi-benefit solution. To date, the project has been led in part by the CINC volunteers. The overall goals of the planning project are to use restoration and habitat enhancement to improve marine water quality and harbor and nearshore habitat, and provide increased recreational access and recreation opportunities for residents of Oxnard and residents of Oxnard's disadvantaged communities. Project funding will support data collection and monitoring, the refinement of restoration alternatives, development of the preferred restoration plan and conceptual design, preparation of environmental documents, and development of a funding strategy and implementation plan.

The project will analyze several currently identified options to address the water quality issues in the harbor. These include converting all or part of Edison Canal into an engineered wetland; restoring historic 14-acre wetlands north east of Edison Canal and Wooley; constructing bioswales along the east side of Edison Canal to filter freshwater agricultural runoff and nutrients; and/or building a dike at Wooley Rd. and pumping Edison Canal water into Mandalay Beach Park to restore historic wetlands (24 acre) north west of Fifth St and Harbor Blvd. Several related options also exist, and will be assessed.

CINC is currently supporting the City of Oxnard by providing volunteer citizen monitoring resources to sample water quality in Channel Islands Harbor. The CINC Clean Water Team is following the guidelines from the EPA and the Water Board's Surface Water Ambient Monitoring Program (SWAMP) to provide testing samples to our contracted water labs. The lab experts provide science-based data that is uploaded to the California Environmental Data Exchange Network (CEDEN). The State and Regional Water Boards and the County of Ventura have committed \$100,000 and \$470,000 respectively in 2021 to analyze the water quality related to the project.

The City of Oxnard and CINC have reached out to many of the following stakeholders to establish a common goal and seek implementation support: Environmental groups (Santa Barbara Channelkeepers, Wishtoyo, Heal the Bay, TNC, etc.); Educational institutions (CSU Channel Islands, UC Santa Barbara, etc.); VCAILG (Ventura County Irrigated Lands Group), VC farm bureau; Mandalay Generating Station (NRG); CenterPoint Energy (Edison Canal owners).

In April of 2021, staff with the support of CINC, submitted a letter of intent to OPC for the proposed project. On May 20, 2021, the City was invited to submit a full proposal for further consideration. The full proposal is due June 30, 2021.

The earliest fiscal year in which the grant funds and corresponding City match would be spent is FY 2021-22.

Grant and City Match Funding		
State Requested Share	82%	\$1,074,100
Applicant Match*	18%	\$230,000

*Source of City match: General Fund Measure E sales tax revenue (\$125,000); City of Oxnard Special Districts in-kind staff time (\$40,000); Channel Islands Neighborhood Council volunteers in-kind time (\$65,000). At the time of grant award, staff will return to City Council with a Request for Budget Appropriation for the \$125,000 cash component of the City match for this Project.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the Project is \$1,304,100 of which \$1,074,100 is being requested in grant funds in this grant application. The City will be committing an 18 percent local cost share (City match) of the total Project cost as described in this staff report which amounts to \$230,000 in total, including community volunteer hours. Upon grant award, staff will return to City Council to recognize the grant award, identify match funding in the amount of \$125,000 of cash from the General Fund's Measure E sales tax revenue (plus \$105,000 of in-kind contributions), and appropriate the grant and match requirement for the Project.

COMMITTEE OUTCOME

This item did not originate in Committee. The grant timeline did not allow enough time to go to both Committee and Council.

Prepared by: Eric Humel, Grants Specialist, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. OPC Grant Resolution
2. City Resolution
3. Presentation

OCEAN PROTECTION COUNCIL – RESOLUTION TEMPLATE

Resolution No: _____

RESOLUTION BY City Council of the City of Oxnard

APPROVING THE APPLICATION FOR AND/OR EXECUTION OF GRANT FUNDS FROM THE OCEAN PROTECTION COUNCIL UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (Proposition 84), Prop 68, ENVIRONMENTAL LICENSE PLATE FUNDS, ONCE THROUGH COOLING OR GENERAL FUNDS

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard

1. If applicable, approves the filing of an application for the Channel Islands Harbor Water Quality Remediation Study; to be funded by Water Quality, Supply, and Infrastructure Improvement Act of 2014: Proposition 1 Coastal Environmental Justice Solicitation.
2. If applicable, certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so;
3. Certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,
4. Certifies that the Applicant/Grantee will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and,
5. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the _____ day of _____, 2021. I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Oxnard.

Following Roll Call Vote: Ayes: _____
 Nos: _____
 Absent: _____

_____, City Clerk
(Signature) (Title)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION FOR FEDERAL AND/OR STATE ASSISTANCE

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the Ocean Protection Council for \$1,074,100 in Proposition 1 Coastal Environmental Justice Solicitation funds to be used for the Channel Islands Harbor Water Quality Remediation Study.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that the City Manager is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity established under the laws of the State of California, the application and to file it with the Ocean Protection Council for the purpose of obtaining certain financial assistance. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

GRANT APPLICATION FOR THE OCEAN PROTECTION COUNCIL PROPOSITION 1 GRANT PROGRAM

City Council
June 15, 2021

Eric Humel
Grants Coordinator

That the City Council adopt resolutions:

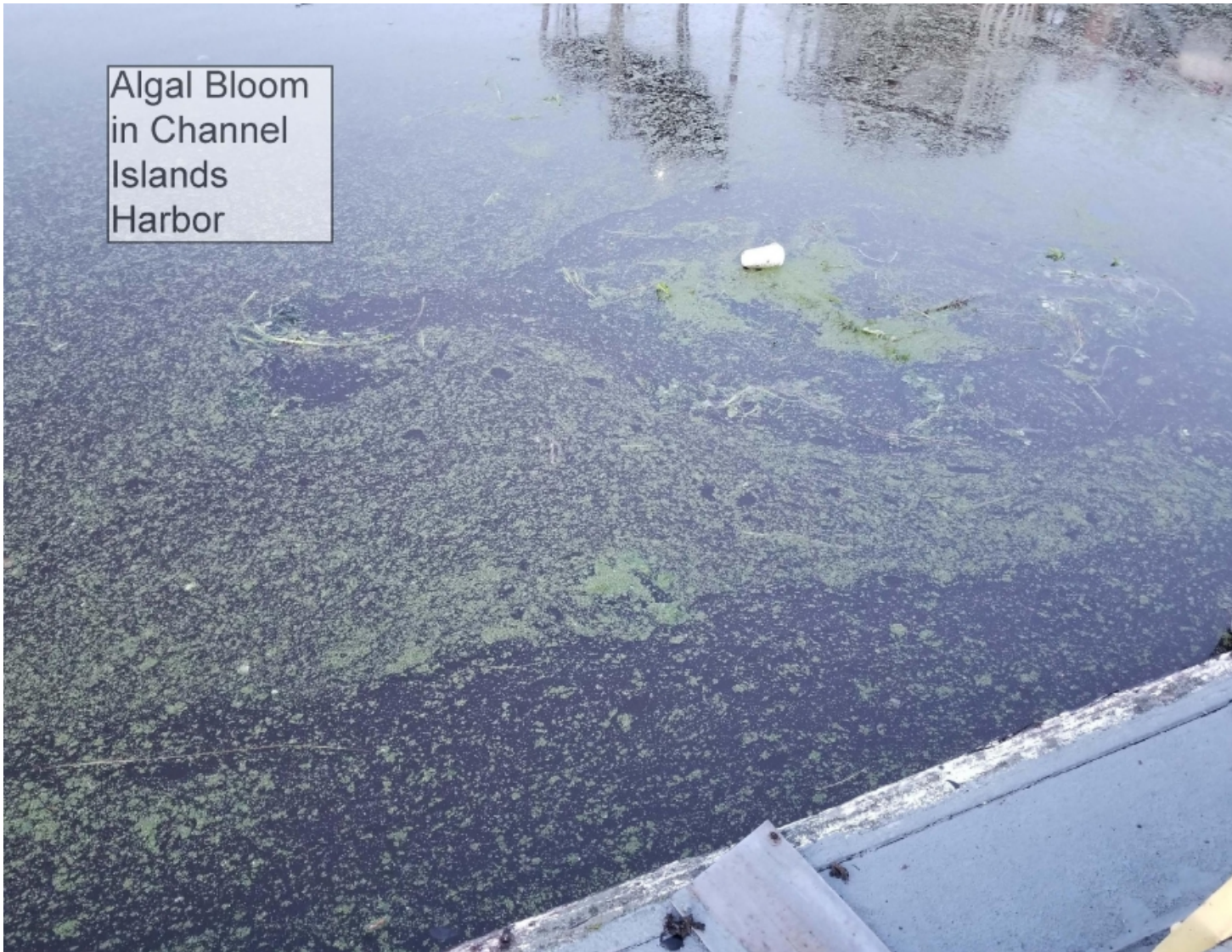
1. Authorizing the City Manager to submit an application for \$1,074,100 in grant funds to the Ocean Protection Council Proposition 1 Grant Program to be used for the Channel Islands Harbor Water Quality Remediation Study (the grant will cover \$1,074,100, or 82%, of the total project cost and the City will match \$230,000, or 18%, of the total project cost); and
2. Authorizing the City Manager or the Public Works Director to execute grant agreements; authorizing the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and authorizing the Director of Public Works or designee to submit non-financial reports.

- The Mandalay Generating Station cooling pump shutdown has yielded subsequent water quality impacts in Edison Canal and Channel Islands Harbor
- There is a need for a feasibility study is needed to assess potential water quality solutions
- Ocean Protection Council Proposition 1 grant solicitation for multi-benefit ecosystem and watershed protection or restoration projects was recently released
- Grant has \$7.5 million available competitively for projects statewide











- Staff worked with the Channel Islands Neighborhood Council to develop a Letter of Intent (LOI) for the grant program
 - LOI was accepted and the City was invited to submit a full grant proposal
 - Proposed planning project will work directly with the community to complete a feasibility study and conceptual design that assesses the most appropriate multi-benefit solution that involves residents, students, and City Corps
 - Proposed feasibility study will assess restoration and habitat enhancement options that improve water quality, recreational access, and recreation opportunities
-

- Project proposes to assess several solutions including:
 1. Converting all or part of Edison Canal into an engineered wetland;
 2. Restoring historic 14-acre wetlands north east of Edison Canal and Wooley;
 3. Constructing bioswales along the east side of Edison Canal to filter freshwater agricultural runoff and nutrients;
 4. Pumping Edison Canal water into Mandalay Beach Park to restore historic wetlands (24 acre) north west of Fifth St and Harbor Blvd.
 - Grant program is very competitive; only \$7.5 million available statewide, and implementation projects are prioritized
-

Grant and City Match Funding		
State Requested Share	82%	\$1,074,100
Applicant Match*	18%	\$230,000
Total Project Activity Cost	100%	\$1,304,100

*Source of City match: City of Oxnard Measure E (\$125,000); City of Oxnard Special Districts in-kind staff time (\$40,000); Channel Islands Neighborhood Council volunteers in-kind time (\$65,000).

If awarded, the earliest fiscal year in which the grant funds and corresponding City match would be spent is FY 2021-22.



QUESTIONS