

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.



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

Meeting Location: Council Chambers, 305 West Third Street

June 21, 2022

Closed Session - 5:00 PM

Regular Meeting - 6:00 PM

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

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 826 7386 2972**
- 3. Passcode: 360862**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.

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)

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

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: City of Oxnard v. All Persons Interested in the Matter of the Issuance and Sale of Bonds for the Purpose of Refunding Certain Obligations Owed by the City of Oxnard to the Public Employees' Retirement System Under the Public Employees' Retirement Law, and all Proceedings Leading Thereto, Including the Adoption of Resolution No. 15,543 of the City Council of the City of Oxnard Authorizing the Issuance and Sale of Such Bonds and Authorizing the Execution and Delivery of a Trust Agreement and Related Documents.

Ventura County Superior Court, Case No. 56-2022-00563903-CU-MC-VTA

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to Oxnard High School Boys Varsity Basketball Team.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

1. City Manager Department

SUBJECT: Ratification of Director Orders regarding the water shortage emergency and mandatory water conservation measures.

RECOMMENDATION: That the City Council adopt a resolution ratifying orders issued by the Director in response to the previously proclaimed water shortage emergency and mandatory water conservation measures.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

1. City Manager Department

SUBJECT: Appointment of Member to Serve on the City's Measure O Citizen Oversight Committee. (0/5/5)

RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointment to the Measure O Citizen Oversight Committee: Noemi Valdes.

(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/wfq1yt3SC7I>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 3, 2022 regular meeting and the April 13, 2022 and April 27, 2022 special meetings as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Fire Department

SUBJECT: Purchase Order with Motorola for \$777,385.26 for 73 Radios.

RECOMMENDATION: That the City Council authorize the Mayor to sign a Purchase Order with Motorola Solutions in the amount of \$777,385.26 for the purchase of thirty-three (33) APX 8500 all-band mobile radios and forty (40) APX 8000 all-band portable radios with spare batteries and remote speaker microphones.

(Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 24, 2022.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

3. City Manager Department

SUBJECT: Updates to Citizen Advisory Group (CAG) Bylaws and Efforts to Develop Effective and Efficient Processes for CAGs.

RECOMMENDATION: That the City Council adopt a resolution:

1. Establishing uniform CAG bylaws; and
2. Repealing previous CAG bylaws.

(The Finance and Governance Committee approved 2-0 on May 24, 2022)

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

4. Police Department

SUBJECT: Ventura County Animal Services Agreement.

RECOMMENDATION: That the the City Council approve a budget appropriation with a total cost projection in the amount of \$2,156,159 and authorize the City Manager to sign a Service Level Request for FY 22-23 for the third year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

(The Community Services, Public Safety, and Economic Development Committee approved 3-0 on May 24, 2022)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

5. Police Department

SUBJECT: CHP Cannabis Grant.

RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$394,147.00 in grant funds from the California Highway Patrol (CHP) to be used for the FY 22-23 CHP Cannabis Grant.
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of the 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: Jason Benites, (805) 385-7624

6. Public Works Department

SUBJECT: Second Amendment to Lease Agreement A-6480 with Union Pacific Railroad Company.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Lease Agreement A-6480 for five (5) years from the effective date of this Second Amendment with Union Pacific Railroad Company (Union Pacific) for the lease of City property at 255 and 273 East Fifth Street.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Housing Department

SUBJECT: Authorize the Assessment and Collection of Fees within the Oxnard Downtown Management District for Fiscal Year 2022-23.

RECOMMENDATION: That the City Council adopt a resolution authorizing the assessment and collection of fees within the Oxnard Downtown Management District (the "District") for Fiscal Year (FY) 2022-23.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

8. Housing Department

SUBJECT: Housing Authority Low Rent Public Housing and Housing Choice Voucher Program Budgets for Fiscal Year 2022-23.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving the recommended \$6,872,555 operating budget for the Low Rent Public Housing Program for Fiscal Year 22-23, as presented for each project area, and approve and authorize the use of \$575,652 of unrestricted cash to fund the projected deficit; and
2. Adopt a resolution approving the recommended \$25,112,313 operating budget for the Housing Choice Voucher Program for Fiscal Year 22-23 and approve and authorize the use of \$285,349 of unrestricted cash to fund the projected deficit.

(The Finance and Governance Committee approved 2-0 on May 24, 2022)

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

9. Housing Department

SUBJECT: Housing Authority Investment Policy.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt a resolution adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2022-2023.

(The Finance and Governance Committee approved 2-0 on May 24, 2022)

Legislative Body: Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

10. Public Works Department

SUBJECT: First Amendment to Agreement A-8126 for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a first amendment to Agreement A-8126 with Conico Toro, Inc., to increase the not to exceed amount from \$1,420,200 to \$3,120,200 and extend the term two additional years from June 30, 2022 to June 30, 2024, and incorporate the Water Campus, Blending Stations 3, 4 and 5, and Advanced Water Purification Facility (AWPF) location sites.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

11. Public Works Department

SUBJECT: Third Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Compressed Natural Gas (CNG) Residential Refuse Collection Vehicles for the Environmental Resources Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Rental Agreement No. A-8221 with Big Truck Rental, LLC to increase the not to exceed amount from \$1,707,200 to \$3,168,800 and extend the term from June 30, 2022 to June 30, 2023 for the short term rental of 15 compressed natural gas (CNG) residential and commercial refuse collection vehicles.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

12. Billing and Licensing Department

SUBJECT: Agreement No. A-8467 with Infosend, Inc. for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a three-year agreement with Infosend, Inc. for utility bills and business tax form printing, inserting and mailing services in an amount not to exceed \$996,534 to commence on July 1, 2022, through June 30, 2025.

(Finance and Governance Committee approved 2-0)

Legislative Body: City Council

Contact: Eden Alomeri, (805) 385-7811

13. Information Technology Department

SUBJECT: Second Amendment to Superior LLC, a CentralSquare Company, Software License Agreement A-8011 for Information Technology Software and Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a second amendment to software license agreement A-8011 with Superior LLC, a CentralSquare Company, in the amount of \$340,627 for a new not-to-exceed agreement amount of \$1,458,505 for additional information technology software and services.

(Finance and Governance Committee approved 3-0.)

Contact: Helen Miller, (805)385-7446

L. REPORTS1. Finance Department

SUBJECT: Adoption of Fiscal Year 2022-23 Operating and Capital Improvement Budget. (0/20/20)

RECOMMENDATION: 1. That the City Council adopt the following resolutions:

a. A resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2022-23;

b. A resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2022, in accordance with the Operating Budget for the Fiscal Year 2022-23;

c. A resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification and Salary Schedule;

d. A resolution of the City Council of the City of Oxnard Establishing Financial Management Policies;

e. A resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2022-23;

f. A resolution of the City Council of the City of Oxnard adopting a Master Fee Schedule; and
2. That the Housing Board of Commissioners adopt a Resolution Approving the Housing Authority's Operating Budget for the Fiscal Year 2022-23.

(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/T5JT_ZT7i_c

Legislative Body: City Council, Housing Authority Board

Contact: Betsy George, (805) 200-5400

2. Community Development Department

SUBJECT: Agreements A-8481 and A-8482 / Fore - Caltrans Relinquishment Agreement and Maintenance Agreement and Notice of Intent to Vacate Easement. (0/10/10)

RECOMMENDATION: That the City Council:

1. Adopt a Resolution authorizing the City Manager or designee to negotiate and execute a State Highway Relinquishment Agreement (Agreement Number A-8482) by and between the State of California, acting through its Department of Transportation, and the City of Oxnard; and

2. Authorize the City Manager or designee to negotiate and execute a Maintenance Agreement For Access Road (Agreement Number A-8481) by and between City of Oxnard, Oxnard Coastal Investments, LLC., and Ventura Land Development Company, LLC.; and
3. Adopt a resolution declaring its intention to vacate its right, title, and interest in a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road and direct the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Tuesday, July 26, 2022 at 6:00 p.m. at the City Council Chambers; and
4. Find the projects exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).

(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/vB1iQGm2eul>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

M. ADJOURNMENT



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

DATE: June 21, 2022
TO: City Council
FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org
SUBJECT: Appointment of Member to Serve on the City's Measure O Citizen Oversight Committee. (0/5/5)

RECOMMENDATION

That the Mayor, with the approval of the City Council, make the following appointment to the Measure O Citizen Oversight Committee: Noemi Valdes.

(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/wfq1yt3SC7I>

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The Measure O Citizen Oversight Committee is not a CAG, but its establishing resolution has similar language, except that there is no requirement for Committee members to undergo a background check before appointment.

DISCUSSION

The Measure O Citizen Oversight Committee is appointed to review the use of Measure O revenues approved by the City Council. The Committee is made up of nine members with one member appointed by the Mayor to represent the City at large, six members appointed by Council District, one member active in a business organization representing the business community located in the City, and one member active in a Neighborhood Council or Neighborhood Association located in the City. Commissioners must reside in the City and be over the age of 18. For this purpose, Councilmember Teran nominates Noemi Valdes to represent District 2.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Appointment of Member to Serve on the City's Measure O Citizen Oversight Committee Presentation

Appointment of Member to Serve on the City's Measure O Citizen Oversight Committee

City Council

June 21, 2022

Samantha Shapiro, Project Manager

That the Mayor, with the approval of the City Council, make the following appointment to the Measure O Citizen Oversight Committee: Noemi Valdes (D2)

MEASURE O CITIZEN OVERSIGHT COMMITTEE

Function	Reviewing use of Measure O funds approved by Council
Requirements	9 members must be over age 18: • 1 member appointed at large by the Mayor • 6 members appointed by district • 1 member active in a business organization • 1 member active in a Neighborhood Council
Nomination	Council Member Teran nominates Noemi Valdes

That the Mayor, with the approval of the City Council, make the following appointment to the Measure O Citizen Oversight Committee: Noemi Valdes (D2)



THE END



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

DATE: June 21, 2022
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the May 3, 2022 regular meeting and the April 13, 2022 and April 27, 2022 special meetings as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 04 13 2022 CC Special Meeting
2. MINUTES 04 27 2022 CC Special Meeting
3. MINUTES 05 03 2022 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Special Council Meeting
April 13, 2022

A. ROLL CALL, POSTING OF AGENDA

At 6:04 p.m., Mayor John C. Zaragoza called to order the special meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Lopez arrived at 6:13 p.m. Councilmember Madrigal joined the meeting at 6:22 pm.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen M. Fischer, City Attorney; Ken Rozell, Chief Assistant City Attorney; Jason Zaragoza, Deputy City Attorney; Emilio Ramirez, Housing Director; and Rose Chaparro, City Clerk.

Lauren Langer and Greg Kettles, Attorneys with Best, Best & Krieger, also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

C. REPORTS

1. Housing Department

SUBJECT: Introduction of a Just Cause Eviction & Tenant Protection Ordinance and a Rent Stabilization Ordinance.

RECOMMENDATION: That the City Council:

1. Introduce for first reading by title only and waiving further reading of an ordinance adding Article I to Chapter 27 of the Oxnard City Code that is entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE I TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING JUST CAUSE EVICTIONS AND OTHER TENANT PROTECTIONS”

2. Introduce for first reading by title only and waiving further reading of an ordinance adding Article II to Chapter 27 of the Oxnard City Code that is entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE II TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING RENT STABILIZATION REGULATIONS INCLUDING PROHIBITING RESIDENTIAL REAL PROPERTY RENTAL RATE INCREASES THAT EXCEED FIVE PERCENT (5%) ANNUALLY”

Emilio Ramirez, Housing Director; Kenneth Rozell, Chief Assistant City Attorney; and Jason Zaragoza, Deputy City Attorney; presented and answered questions.

Public comments were received from Danielle Leidner Peretz, Jorge Toledano, Vanessa Teran, Juliet Esquibias, Janet Sprissler, Matthew Buck, Salena Bracamontes, Matt Capritto, Yuridiana Alvarado, Ofelia Flores, Kyle De La Torre, Barbara Macri-Ortiz, Santiago Mumon, Fidel Panfilo, Vasido, Zuleth Lucero, Felix Vasquez, Claudia Quesada, Daniela Aguirre, Lucila Cruz, Soledad Montoya, Arturo Villanueva, Maria Santiago, Petra Flores, Carmen Obeso, Alex Papadopoulos, May Motamedi, Amadeo Sumano, Leticia Perez, Josefino, Teresa Santos, Maria Cervantes, Teresa Cruz, Santiago Rivera, Maria Navarro, Maria Martinez, Reynaldo Altamirano, Johana Mendez, Lorenzo Castillo, Leticia Perez, Itatemcui Morales, Ralf Moll, Henry Sapien Alvarado, Josefino Cervantes, Eduardo Huerta, Anastacio Espinoza, Evalia Mendoza, Ofelia Flores, Virgida Gomez, Salvador Villasenor, and Yasmine Alvarado. Written comments were also received and submitted to Council for consideration. Discussion ensued among the Council and staff.

Item C.1 (1) Ordinance No. 3012 – Establishing Just Cause Evictions and Other Tenant Protections:

It was moved by Councilmember Lopez, seconded by Councilmember Teran, to approve the recommended action. VOTE: Basua, Lopez, Madrigal, Perello, Teran, and Zaragoza voted in favor; MacDonald voted against; motion passed 6-1.

Item C.1 (2) Ordinance No. 3013 – Establishing Rent Stabilization Regulations Including Prohibiting Residential Real Property Rental Rate Increases that Exceed Four Percent (4%) Annually:

Council made an amendment to the recommendation prohibiting residential real property rental rate increases that exceed five percent (5%) and amended to four percent 4% annually.

It was moved by Councilmember Basua, seconded by Councilmember Madrigal, to approve the recommended action as amended. VOTE: Basua, Lopez, Madrigal, MacDonald, Teran, and Zaragoza voted in favor, Perello voted against; motion passed 6-1.

At 9:58 p.m. City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Councilmember Basua, to approve continuing the meeting past 10:00 p.m. VOTE: Basua, Lopez, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; the motion carried 7-0.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:30 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

MINUTES
OXNARD CITY COUNCIL
Special Council Meeting
April 27, 2022

A. ROLL CALL, POSTING OF AGENDA

At 5:02 p.m., Mayor John C. Zaragoza called to order the special meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Staff members present in person were Alexander Nguyen, City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Ken Rozell, Chief Assistant City Attorney; Paul Early, Deputy City Attorney; Jason Benites, Police Chief; Michael Wolfe, Public Works Director; Emilio Ramirez, Housing Director; Steve Naveau, Human Resources Director; Mike More, Human Resources Risk Manager; Helen Miller, IT Director; and Rose Chaparro, City Clerk.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City in three potential cases.
Legislative Body: City Council
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: 407 West Hueneme Road (APN 222-0-082-295)
Agency Negotiator: Emilio Ramirez, Housing Director, and Alex Nguyen, City Manager
Negotiating Party: Rene Centeno
Under Negotiation: Price and terms of payment
Legislative Body: City Council
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: 625 North A Street (APN 200-0-244-250)
Agency Negotiator: Emilio Ramirez, Housing Director, and Alex Nguyen, City Manager
Negotiating Party: J&J Properties LLC
Under Negotiation: Price and terms of payment
Legislative Body: City Council
4. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Alex Nguyen, City Manager, Steve Naveau, Director of Human Resources; and Jennie Kelly, Assistant City Attorney.
Employee organization: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Public Safety

Managers Association (OPSMA); Oxnard Peace Officers Association (OPOA); Oxnard Mid-Managers' Association; (OMMA); and unrepresented employees: City Manager; City Attorney; Assistant City Manager; Chief Financial Officer; City Clerk; Assistant City Treasurer/Director of Revenue and Licensing; Deputy City Manager; Community Development Director; Fire Chief; Housing Director; Human Resources Director; I.T. Director; Cultural and Community Services Director; Police Chief; Public Works Director (Department Directors); Chief Assistant City Attorney; Assistant City Attorney; Deputy City Attorney.
Legislative Body: City Council

5. THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code section 54957(a))
Consultation with: Shiri Klima, Deputy City Manager; Helen Miller, Chief Information Officer.
Legislative Body: City Council

At 5:08 p.m., the City Council recessed to a closed session. At 9:32 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 9:34 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 3, 2022

A. ROLL CALL, POSTING OF AGENDA

At 5:03 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Basua arrived and joined the meeting at 6:44 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen M. Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Michael Wolfe, Public Works Director; Joseph Marcinko, Assistant Public Works Director; Tatiana B. Arnaout, P.E., City Engineer; Omar Castro, Water Division Manager; Jan Hauser, Wastewater Division Manager; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Kathleen Mallory, Planning & Sustainability Manager; Terrel Harrison, Cultural & Community Services Director; Betsy George, Chief Financial Officer; and Rose Chaparro, City Clerk.

Staff members Shiri Klima, Deputy City Manager; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Steve Howlett, Assistant Public Works Director; Todd Vasquez-Housley, Environmental Resources Division Manager; Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer; participated via videoconference.

Christian Sprunger, Assistant Vice President and Craig Hill, Managing Principal at NHA Advisors also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. APPOINTMENT ITEMS (5:00 PM)

1. Cultural & Community Services Department

SUBJECT: Senior Services Commission Annual Report.

RECOMMENDATION: That City Council receives the Senior Services Commission annual report.

Terrel Harrison, Cultural and Community Services Director introduced the Senior Services Commission Commissioners: Clark Owens, LaRita Montgomery, and Alice Sweetland who presented the annual report and followed with remarks. Report was received and filed, no formal action was required.

2. SUBJECT: Presentation by the Youth Coalition of Oxnard on Waste Disposal Research and Improvement. (20/5/5)

Students from the Oxnard Union High School District, Youth Coalition of Oxnard, members which presented were Fernanda Lizbeth Ruiz Vargas, Emily Ramirez, Leslie Lopez, Tracy Hoang, and Catia Teran presented to Council on the results of an eight month research project on the impacts of waste disposal to the community. Public comments were received by Manuel Herrera.

C. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

D. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of May 2022 as "Older Americans Month."

Mayor Zaragoza read the proclamation and presented it to members of the Senior Services Commission: Alice Sweetland, Chair and Commissioners LaRita Montgomery and Clark Owens. They followed with remarks.

2. SUBJECT: Presentation of a Proclamation Designating the Month of May 2022 as "Asian American and Pacific Islander Heritage Month."

Mayor Zaragoza read the proclamation and presented it to Jen Benitez, Founder and Executive Director of the PINAYSPHERE Youth Arts Organization which made some remarks.

3. SUBJECT: Presentation of a Proclamation Designating the Week of May 15 - 21, 2022 as "Public Works Week."

Mayor Zaragoza read the proclamation and presented it to Michael Wolfe, Public Works Director who acknowledged the entire Public Works team for their hard work and dedication to the community of Oxnard.

4. SUBJECT: Presentation of a Proclamation Designating the Month of May, 2022 as "Building Safety Month."

Mayor Zaragoza read the proclamation and presented it to Vyto Adomaitis, Community Development Director, who acknowledged the Community Development staff for their dedication and service to the community of Oxnard.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Dan Pinedo (John v. Magyar Recognition), Rev. Greg Runyon (Supreme Court leak/Celebrate our Differences), Larry Stein (SR Wells Funding Water System, complaint that it has not been built), and Pat Brown (large trucks driving on Oxnard Blvd. and Downtown).

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

Alexander Nguyen, City Manager, provided an update on current Covid-19 case numbers. He reminded the community to cautious. The City is ending its two-year pandemic pause on utility late fees on June 30, 2022. The late fees will restart on late payments on June 30, 2022. He also provided an update on the Housing Element Certification Process. Michael Wolfe also reported on the Regional Water Agency Announcements.

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

Mayor Pro Tem MacDonald will be attending the upcoming Gold Coast Transit Commission and the Ventura County Transportation Commission meetings.

Councilmember Teran attended the Police Officer of the Year and congratulated Maria Pena. He also attended the retirement event for Assistant Police Chief Sonstegard.

He attended the Sierra Linda Neighborhood Council first in-person meeting. He also attended the RiverPark

Neighborhood Council meeting and thanked Chair Tai Hartley, and City's staff from the Special Districts.

Councilmember Madrigal congratulated his mother on her birthday celebration. He attended the Sports Park "Idea Day" event organized by the City of Oxnard to receive input from the community for a future Sports Park, next to Pacifica High School. He also attended the Rock into Sports event in partnership with the Oxnard School District and held at Frank Middle School. Also, attended the "Juntos Podemos" event, organized by Cal State Long Beach graduate students and held at Oxnard High School. He will be a speaker at the Rose Park Neighborhood Council meeting at Rose Avenue School. He was contacted by a resident and they walked over to Del Sol Park and noted debris and other items that were found at the park which needed clean-up. Congratulated all high school students who will be graduating and acknowledged teachers. She also complaint that round-up was being sprayed at the park.

Mayor Zaragoza reported that 800 boxes of food were distributed by the Food Share of Ventura County. He thanked Food Share for inviting him to distribute the food boxes and thanked them for their efforts. He attended the National Crime Victim's Rights Week commemoration, hosted by the Ventura County District Attorney's Office, on April 25, 2022, held at the Oxnard Performing Arts Center. He thanked Erik Nasarenko, District Attorney, for organizing this event and holding it in Oxnard. He also attended the 19th Annual Latino Officer's Association. He congratulated the 21 students that received the grants. He also attended the Sport Park Idea Day. He wished all the moms a Happy Mother's Day.

Councilmember Perello attended the retirement event for Assistant Police Chief Sonstegard. Attended the Police Officers meeting, Western Ventura County Business Alliance meeting. Also attended the Channel Islands Neighborhood Council, the Dunes Neighborhood Council meeting, and the Oxnard Airport Authority meetings. He worked with City staff to address a health concern incident at the corner of Doris and Patterson, individuals selling food without restroom facilities.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1 through J-6 were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

Public comments were received from Pat Brown (J.3 and J.5) and Lawrence Stein (J.3).

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the March 15, 2022 regular meetings as presented.

2. Community Development Department

SUBJECT: First Amendment to Agreement for Environmental Services with Rincon Consultants and Environmental Science Associates.

RECOMMENDATION: That the City Council execute a First Amendment with Rincon Consultants, Inc., and Environmental Science Associates (ESA), to increase Agreements #9062-20-CD and #9077-20-CD by \$200,000 for Rincon Consultants, and \$100,000 for ESA, respectively, for revised not-to-exceed amounts of \$400,000 and \$300,000, respectively.

3. Community Development Department

SUBJECT: Adoption of **Ordinance No. 3015** - Portofino Place: A request for a General Plan Amendment to change the 2030 General Plan land use designation of a 7.61-acre site located along the south side of Fifth Street at the intersection of Portofino Place (south of the Oxnard Airport) (APNs: 185-0-221-025, 185-0-221-265, and 185-0-223-015) from Business Research Park (BRP) to Residential Medium (RM) (PZ 20-620-02); a Zone Change from Business Research Park to Multiple-Family (R-2) (PZ 20-570-02), and a Tentative Subdivision Map (Tract No. 6064) for condominium purposes (PZ 20-300-02) to allow for the construction of 90, two-story condominium dwelling units and associated site improvements.

RECOMMENDATION: That the City Council adopt **Ordinance No. 3015** approving Planning and Zoning Permit No. 20-570-02 (Zone Change) to change the zoning of the project site from Business Research Park to Multiple-Family (R-2).

4. Public Works Department

SUBJECT: Agreement A-8444 with Pirate California Holdings, LLC dba Pirate Staffing for Temporary and Supplemental Labor Services at the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the City Council authorize the Mayor to execute Agreement A-8444 with Pirate California Holdings, LLC dba Pirate Staffing in an amount not to exceed \$800,000 for a three-year term, for temporary and supplemental labor services at the Del Norte Regional Recycling and Transfer Station.

(Public Works and Transportation Committee approved 3-0)

5. Public Works Department

SUBJECT: Agreements for a Total Value of \$10,700,000 for Supply and Delivery of Chemicals to Wastewater, Water and Recycled Water Facilities.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements for the supply and delivery of chemicals to Water, Wastewater, and Recycled Water Facilities through June 30, 2024 as follows:

1. Agreement A-8445 with HASA, Inc., in the amount not to exceed \$1,000,000 for the supply and delivery of sodium hypochlorite to the Oxnard Wastewater Treatment Plant;
2. Agreement A-8446 with JCI Jones Chemicals, Inc., in the amount not to exceed \$100,000 for the supply and delivery of sodium bisulfite to the Oxnard Wastewater Treatment Plant;
3. Agreement A-8447 with Pencco, Inc., the amount not to exceed \$2,500,000 for the supply and delivery of ferric chloride to the Oxnard Wastewater Treatment Plant and Ferrous Chloride to Oxnard Lift Station 6;
4. Agreement A-8448 with Univar Solutions USA, Inc., in the amount not to exceed \$150,000 for the supply and delivery of sodium hydroxide to the Oxnard Wastewater Treatment Plant Headworks Facility;
5. Agreement A-8449 with HASA, Inc., in the amount not to exceed \$600,000 for the supply and delivery of sodium hypochlorite to the Oxnard Water Campus, Blending Station No. 3, and Advanced Water Purification Facility;
6. Agreement A-8450 with Hill Brothers Chemical Company in the amount not to exceed \$300,000 for the supply and delivery of aqueous ammonia to the Oxnard Water Campus and Blending Station No. 3;
7. Agreement A-8451 with King Lee Chemical Company dba King Lee Technologies in the amount not to exceed \$550,000 for the supply and delivery of Antiscalant Pretreat Plus 0100

- to the Oxnard Water Campus and Advanced Water Purification Facility;
8. Agreement A-8452 with Miles Chemical Company, Inc. in the amount not to exceed \$1,250,000 for the supply and delivery of hydrogen peroxide and liquid lime to the Advanced Water Purification Facility;
 9. Agreement A-8453 with Pacific Star Chemical dba Northstar Chemical in the amount not to exceed \$1,500,000 for the supply and delivery of sodium hydroxide, and citric acid to the Oxnard Water Campus and Advanced Water Purification Facility;
 10. Agreement A-8454 with Univar Solutions USA, Inc. in the amount not to exceed \$2,750,000 for the supply and delivery of sodium bisulfate, and sulfuric acid to the Advanced Water Purification Facility.
- (Public Works and Transportation Committee approved 3-0)

6. City Attorney Department

SUBJECT: Adoption of a Just Cause Eviction And Tenant Protection Ordinance and a Rent Stabilization Ordinance.

RECOMMENDATION: That the City Council:

1. Adopt **Ordinance No. 3012** adding Article I to Chapter 27 of the Oxnard City Code that is entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE I TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING JUST CAUSE EVICTIONS AND OTHER TENANT PROTECTIONS”

2. Adopt **Ordinance No. 3013** adding Article II to Chapter 27 of the Oxnard City Code that is entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE II TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING RENT STABILIZATION REGULATIONS INCLUDING PROHIBITING RESIDENTIAL REAL PROPERTY RENTAL RATE INCREASES THAT EXCEED FOUR PERCENT (4%) ANNUALLY”

Consent Item No. 3:

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, Lopez, MacDonald, Madrigal, Teran, and Zaragoza voted in favor; Perello voted against; motion passed 6-1.

Consent Item No. 6:

- 1) *It was moved by Councilmember Basua, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, Lopez, Madrigal, Perello, Teran, and Zaragoza voted in favor; MacDonald voted against; motion passed 6-1.*
- 2) *It was moved by Councilmember Lopez, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Basua, Lopez, Madrigal, Teran, and Zaragoza voted in favor; MacDonald and Perello voted against; motion passed 5-2.*

Consent Items 1, 2, 4, and 5:

It was moved by Councilmember Basua, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, Lopez, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 7-0.

K. PUBLIC HEARINGS**1. Public Works Department**

SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2022-2027. (0/15/15)

RECOMMENDATION: That the City Council:

1. Hold a public hearing to receive public testimony regarding the proposed 2022-2027 City of Oxnard Five-Year Capital Improvement Program; 2. Approve and authorize the Fiscal Year 2022-23 & 2023-24 projects to be selected from the Proposed 2022-2027 City of Oxnard Five Year Capital Improvement Program; and
3. Adopt the 2022-2027 City of Oxnard Five Year Capital Improvement Program.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the April 26, 2022 Public Works and Transportation Committee. Staff is available to answer any questions.)

The City Clerk announced the affidavit of publication and stated that no written communications were received.

Tatiana B. Arnaout, P.E., City Engineer, presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Lawrence Stein.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilmember Lopez, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, Lopez, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 7-0.

L. REPORTS**1. City Treasurer**

SUBJECT: City Treasurer's Monthly Investment Report for the Period Ending March 31, 2022.

RECOMMENDATION: That the City Council receive and file the report.

Philip Molina, City Treasurer, was available to answer questions. No public comments were received. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

2. Finance Department

SUBJECT: Adopt a resolution approving Water Infrastructure Finance and Innovation Act

(“WIFIA”) Loan from the U.S. Environmental Protection Agency (“EPA”). (10/5/5)

RECOMMENDATION: That the **City Council** adopt **Resolution No. 15,566** approving an Installment Purchase Agreement, Indenture of Trust, a WIFIA Loan Agreement, and a WIFIA Loan Term Sheet with respect to the issuance by the City of Oxnard Financing Authority of bonds in an aggregate principal amount not to exceed \$55,000,000 and other matters pertaining thereto.

That the Board of Directors of the City of **Oxnard Financing Authority** adopt **Resolution No. 55** approving an Installment Purchase Agreement, Indenture of Trust, a WIFIA Loan Agreement, and a WIFIA Loan Term Sheet with respect to the issuance by the City of Oxnard Financing Authority of bonds in an aggregate principal amount not to exceed \$55,000,000 and other matters pertaining thereto.

Betsy George, Chief Financial Officer introduced Christian Sprunger, Assistant Vice President at NHA Advisors, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Lopez, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 7-0.

3. Public Works Department

SUBJECT: Fifth Amendment to Agreement A- 8094 with WKE, Inc. for Rice Avenue at Fifth Street/State Route 34 Grade Separation. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fifth Amendment with WKE, Inc. Agreement A-8094 in the amount of \$495,559.48, for a new not to exceed contract value of \$9,500,957.18 to complete the Plans, Specifications and Estimates for the Rice Avenue at Fifth Street/State Route 34 Grade Separation, Project 133101.

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

Tatiana B. Arnaout, P.E., City Engineer, presented and answered questions. Public comments were received from Pat Brown and Lawrence Stein. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Basua, Lopez, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 7-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:14 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: June 21, 2022

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Purchase Order with Motorola for \$777,385.26 for 73 Radios.

RECOMMENDATION

That the City Council authorize the Mayor to sign a Purchase Order with Motorola Solutions in the amount of \$777,385.26 for the purchase of thirty-three (33) APX 8500 all-band mobile radios and forty (40) APX 8000 all-band portable radios with spare batteries and remote speaker microphones.

(Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 24, 2022.)

BACKGROUND

The Oxnard Fire Department (OFD) dispatch services are provided by Ventura County Fire Protection District (VCFD) Fire Communications Center (FCC). FCC will be transitioning their communications from single band radios to all-band radios in the next two (2) to four (4) years. This will require OFD to replace all mobile and handheld portable radios in this timeframe in order to maintain our ability to be dispatched by FCC.

In anticipation of the radio conversion project, OFD submitted a successful grant application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) that will offset the cost of thirty-three (33) mobile radios. City Council approved the submission of this application on February 16, 2021, the award was announced on August 16, 2021. Mobile radios are mounted in emergency response apparatus and vehicles. The procurement of thirty-three (33) APX 8500 all-band radios, in the amount of \$333,374.33, will allow for the replacement of mobile radios in frontline and reserve apparatus as well as command staff vehicles.

Additionally, on December 7, 2021, City Council approved \$445,000 in American Rescue Plan Act (ARPA) funds to be designated to the radio replacement project. The funds will purchase forty (40) APX 8000 portable all-band radios. Portable radios are issued to each first responder at OFD with additional radios assigned to each apparatus. The procurement of forty (40) radios will allow replacement of portable radios assigned to Command Staff, Fire Prevention Staff, Company Officer positions and one radio on each front-line and reserve apparatus. Forty (40) additional APX 8000 handheld radios will be required prior to the FCC transition to all-band dispatch.

DISCUSSION

The Motorola APX 8500 has been selected as the all-band mobile radio of choice for interoperability and standardization purposes. The APX 8500 are the same mobile radios used by VCFD, allowing FCC to provide assistance with troubleshooting, repairs and reprogramming if needed. The APX 8500 all-band mobile radio expands the OFD capacity to operate with neighboring police and fire agencies. They also provide long term durability, are easily operated with current OFD radio training, provide for simple transitions between the different radio bandwidths and widen the ability for OFD communications equipment to be serviced and maintained.

Currently, the OFD utilizes the Motorola APX 6000 single band portable radio. The Motorola APX 8000 all-band portable radios are identical to the APX 6000 radios already in use with the exception of the increased all-band capability. Once FCC completes the transition to a new all-band dispatch system, all OFD radios will need all-band functionality to communicate with FCC.

The identical operation of the APX 6000 and APX 8000 will be critical while both radios overlap in service over the next few years. Additionally, the Ventura County Fire Department is also transitioning to the use of APX 8000 handheld radios and will be able to assist with troubleshooting, repairs and programming if needed.

Pursuant to City of Oxnard Ordinance Number 2943, adopted June 19, 2018, the use of a “cooperative agreement”, whereby multiple government agencies, cooperative entities, or jurisdictions enter into a contract to procure from each other or to collectively procure a vendor, contractor or consultant is permitted. Seventy-three (73) radios will be purchased from Motorola Solutions based on cooperative agreement pricing provided by Houston-Galveston Area Council (“H-GAC”) contract number RA05-21, valid August 1, 2021 through July 31, 2023. The agreement provides a 27% discount off list prices for participating agencies.

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

FEMA AFG FY20 (Grant No. 772296) will fund \$6,000 per mobile radio plus tax and shipping for the amount of \$205,227. A local match of \$128,507.33 is required to procure thirty-three (33) APX 8500 mobile radios. Matching funds are available from the Fire Department general fund account 101-2201-802.87-33 Transfer to Grant Fund. The remaining forty (40) APX 8000 portable radios will be funded by ARPA Project 22AR61 Fire SCBA & Radios, an estimated total of \$443,650.93.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee voted 3-0 on May 24, 2022 to approve the staff recommendation and to forward the item to Council for approval.

Prepared by: Amy Van Atta, Management Analyst II, Aaron Baker, Battalion Chief

ATTACHMENTS

1. PO 8678 Motorola Solutions, Inc.



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008678**

DATE: 5/25/2022

VENDOR PHONE: (800)247-2346
VENDOR FAX: () -
VENDOR #: 3363
VENDOR ADDRESS: MOTOROLA SOLUTIONS, INC. SHIP TO: FIRE DEPT
500 W. MONROE STREET 360 W. 2ND ST.
CHICAGO, IL 60661 OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
05/10/2022		0000006072	05/10/2022		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	33 APX 8500 RADIOS				
	333,719.00			1.0000	333,719.00
	/ DL				
2	RADIO CONTINUATION OF COST TO GENERAL FUND				
	15.33 / DL			1.0000	15.33
3	40 APX 8000 RADIOS				
	443,650.93			1.0000	443,650.93
	/ DL				

H-GAC AGMT RA05-21 EXPIRES 7/31/2023
PUBLIC SAFETY COMMITTEE 5/24/22
COUNCIL MEETING 6/21/22
COMMON CARRIER

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008678**

DATE: 5/25/2022

VENDOR PHONE: (800)247-2346

VENDOR FAX: () -

VENDOR #: 3363

VENDOR ADDRESS: MOTOROLA SOLUTIONS, INC.
500 W. MONROE STREET
CHICAGO, IL 60661

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

*Our P.O. # **MUST** Appear on **ALL** Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
05/10/2022		0000006072	05/10/2022		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

QUOTES 1703941 AND 1689368
DELIVERY BY COMMON CARRIER, NO BTC RQRD *NS
NSS 22-02 TO BE APPROVED AFTER COUNCIL DATE OF
6/21/22.

TOTAL PURCHASE AMOUNT**\$777,385.26**

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____
John C. Zaragoza, Mayor

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
008678**

DATE: 5/25/2022

VENDOR PHONE: (800)247-2346

VENDOR FAX: () -

VENDOR #: 3363

VENDOR ADDRESS: MOTOROLA SOLUTIONS, INC.
500 W. MONROE STREET
CHICAGO, IL 60661

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
05/10/2022		0000006072	05/10/2022		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
23822218028606	772295	333,719.00
10122018028304		15.33
27622708218606	22AR61	443,650.93

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: June 21, 2022

TO: City Council

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

SUBJECT: Updates to Citizen Advisory Group (CAG) Bylaws and Efforts to Develop Effective and Efficient Processes for CAGs.

RECOMMENDATION

That the City Council adopt a resolution:

1. Establishing uniform CAG bylaws; and
2. Repealing previous CAG bylaws.

(The Finance and Governance Committee approved 2-0 on May 24, 2022)

BACKGROUND

Article II Division 2 of the Oxnard City Code pertains to citizen advisory groups ("CAG"). A CAG is a Board, Commission or Committee that advises the City Council on various important city matters, performs certain delegated functions, and to which the City Council appoints interested volunteers. City Code Section 2-30 through 2-41 regulates: applications, meeting locations, notices/minutes, absences, removal of a member, coordination between the City Council and CAG, appointments, background checks, eligibility, rules of procedure, audio recordings, and designation of a secretary. On May 7, 2019, City Council approved an amendment to Article II Division 2 of the Oxnard City Code to update the resignation by absence section and established a district residency requirement for appointed Commissioners.

In 2019, the City Manager's Office began meeting with the CAG Chairs from the Community Relations Commission, Cultural Arts Commission, Commission on Homelessness, Parks, Recreation and Community Commission, and Senior Services Commission. The Library Board has been inactive since February 2019 and therefore an appointed representative was not available to participate; however, the Library Board liaison, a staff member, was informed of the meeting outcomes. The purpose of these meetings was to:

- 1) Develop effective and efficient processes to make volunteer time valuable; and
- 2) Create uniform Bylaws, Agendas, and Reports to Council.

In 2019 three meetings were held between city staff and the CAG Chairs to advance these efforts (July 18, September 25, and December 19). These meetings focused on creating uniform bylaws to ensure clear direction, fairness, and ease of learning if CAG members move between CAGs. Prior to this effort, each CAG had their own bylaws, and in some cases those bylaws may have conflicted with the City Code. The City Attorney's office drafted bylaws that were presented to the CAG Chairs, who then provided recommendations for changes. The bylaws include: membership, officers/duties, meetings, absences, coordination with the City Council, rules of order, and amendments. Topics that are covered by both the City Code and the bylaws (ie. coordination with the Council) are consistent. The bylaws have an annual review built in so that any concerns throughout the next year can be addressed.

After the Chairs were supportive of the draft bylaws, each CAG Chair was directed to take the revised bylaws back to their respective CAG for review and approval. The bylaws were presented to each Commission in 2020 for review and approval. Each Commission discussed and approved the bylaws as a whole on the dates below:

- Parks, Recreation & Community Services Commission: January 22, 2020
- Commission on Homelessness: February 3, 2020
- Cultural Arts Commission: February 5, 2020
- Senior Services Commission: November 10, 2020
- Community Relations Commission: November 16, 2020

While the CAGs scheduled the bylaws before each Commission for their review and consideration, staff worked on a goal setting workshop and continued to work with the chairs on identifying accomplishments. On March 3, 2020, a goal-setting workshop was led by Senior Services Commission Chair, Alice Sweetland, and staff liaison, Renee Rakestraw. During this workshop, CAG Chairs reviewed the goal setting process and came out of the meeting with a better understanding of what types of goals are achievable and should be set for their respective CAG. Due to COVID-19, all CAG activities were halted and City efforts turned to responding to the pandemic.

DISCUSSION

The bylaws revisions include the following:

1. Replacing the word "appoint" with **elect** for the selection of the Chairperson and Vice-Chairperson;
2. Expanding special meeting circumstances to include the need to vote on an urgency item and for the purpose of having an annual retreat;
3. Requiring that an annual meeting must occur in January, and defining the requirements for canceling a scheduled meeting;
4. Replacing the word "committee" with **commission**;
5. Adding additional criteria to dissolve an ad hoc committee after its purpose is complete;
6. Modifying the requirements for calling a special meeting;
7. Expanding the time for a commissioner to notify staff of their absence to 60 minutes prior to the meeting; and
8. Updating the quorum requirement language to be consistent with the Oxnard City Code.

Since the initial discussion and approval of Bylaws in 2020, some of the CAGs have elected new Chairs. On March 14, 2022, the City Manager's Office met with the current Chair of each CAG to review the approved bylaws before they were presented to Council. With the concurrence of the current CAG chairs, the version of the bylaws presented for approval in Attachment 1 is different from those that were approved by the CAGs in 2020. The bylaws in Attachment 1 have amended Article V, Section C to be consistent with Oxnard City Code Section 2-39 and state that "a majority of the commission positions filled at the time of the meeting shall constitute a quorum for the transaction of business." The version approved by the CAGs in 2020 stated that "four members of the Commission shall constitute a quorum for the transaction of business." CAG Chairs remained supportive of the proposed bylaws.

If adopted, the resolution repeals the current CAG bylaws for the Community Relations Commission, the Cultural Arts Commission, the Commission on Homelessness, the Senior Services Commission, the Library Board, and the Parks, Recreation and Community Services Commission.

Next Steps:

The City Manager's office will resume meetings with the CAG Chairs to unify the Commission agendas and reports, and improve the processes and training to provide for the effectiveness of the CAGs.

Staff will also work with CAG Liaisons and Chairs to provide support and assistance to ensure the discussion items during the meetings are focused and supportive of their powers and duties, which are defined by the City Code. The Powers and Duties outline the function of each CAG and will help guide the Chair and Liaison as they focus on goal setting and discussion items moving forward.

Powers and Duties of the CAGs:

- The Community Relations Commission analyzes, defines and investigates matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit.
- The Cultural Arts Commission advises on all matters related to cultural arts, including public art, in the City.
- The Commission on Homelessness advises regarding all matters pertaining to homelessness in the City.
- The Parks, Recreation and Community Services Commission is concerned with all matters pertaining to the parks, recreation and community services activities in the City.
- The Senior Services Commission analyzes, defines and investigates issues and the needs of senior citizens in the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0, with Councilwoman Basua absent, on May 24, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Draft Resolution with Uniform CAG Bylaws
2. May 24, 2022 Committee CAG Bylaws Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING
UNIFORM BYLAWS FOR VARIOUS CITIZEN ADVISORY GROUPS AND REPEALING
EXISTING BYLAWS OF THOSE GROUPS

WHEREAS, the City Council has established Citizen Advisory Groups (“CAGs”) that make recommendations to the City Council on matters within the subject matter jurisdiction of those CAGs; and

WHEREAS, each CAG has their own bylaws establishing powers and duties; and

WHEREAS, in 2019, City staff began meeting with the CAG Chairs from the Community Relations Commission, Cultural Arts Commission, Commission on Homelessness, Parks, Recreation and Community Commission, and Senior Services Commission to discuss amendments to their various bylaws; and

WHEREAS, three meetings were held in 2019 on July 18 (official kick off meeting with the CAG Chairs), September 17 (internal meeting with CAG staff liaisons), and December 19 to discuss changes to the CAG bylaws; and

WHEREAS, these meetings covered discussing uniform bylaws, Commission agendas, Commission goal setting, Commission reports to Council, the role of the CAGs and staff liaison, and resources available to the CAGs; and

WHEREAS, the goal of updating the bylaws was to provide uniformity across all CAGs to ensure clear direction, fairness, ease of learning if CAG members move between CAGs, and to address CAG officers and their duties, secretary and staff liaison duties, meetings and quorums, and absences; and

WHEREAS, the uniform bylaws were presented to the CAGs in 2020 for review and approval, and the CAGs discussed and approved the bylaws as a whole on the dates below:

- Community Relations Commission: November 16, 2020
- Cultural Arts Commission: February 5, 2020
- Commission on Homelessness: February 3, 2020
- Parks, Recreation & Community Services Commission: January 22, 2020
- Senior Services Commission: November 10, 2020; and

WHEREAS, the City Council wishes to adopt uniform CAG bylaws, and repeal existing bylaws of those CAGs.

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

Section 1. The uniform CAG bylaws, attached hereto as **Exhibit 1** and incorporated herein by reference, are adopted.

Section 2. Existing bylaws for the following CAGs are hereby repealed: Community Relations Commission, Cultural Arts Commission, Commission on Homelessness, Library Board, Parks, Recreation & Community Services Commission, and the Senior Services Commission

PASSED AND ADOPTED THIS _____ day of _____, 2022, 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 1

[On the Page to Follow]

EXHIBIT 1
Citizen Advisory Groups (“CAG”) Bylaws

**BYLAWS FOR CITIZEN ADVISORY GROUPS AS PROVIDED IN CHAPTER 2,
ARTICLE II OF THE OXNARD CITY CODE**

Article I
Application

The following bylaws shall apply to the following City of Oxnard Citizen Advisory Groups (“CAGs”): Senior Services Commission, Community Relations Commission, Library Board, Parks and Recreation and Community Services Commission, Commission on Homelessness, and Cultural Arts Commission.

Throughout these bylaws, “Commission” refers to each individual CAG.

Article II
Powers and Duties

The powers and duties, eligibility and qualifications of each Commission shall be established in the Oxnard City Code.

Article III
Membership

- A. Each Commission shall consist of seven members appointed by the Mayor, with the approval of the City Council.
- B. Each Commissioner shall successfully undergo the City’s formal background check procedures prior to appointment to serve on a Commission.
- C. The term of a member of a Commission shall be established in the Oxnard City Code.
- D. In the event of a vacancy, the City Council shall appoint a replacement to complete the term of the member creating the vacancy.

Article IV

Officers

- A. Each Commission shall elect a Chairperson and Vice-Chairperson (the “Officers”).
- B. At an annual meeting, scheduled in January of each year, the Officers shall be elected by a majority of the Commission members present. The Officers shall serve a one-year term.
- C. The duties of the Officers shall be as follows:
 - 1. Chairperson – (a) To preside at all meetings of the Commission; (b) To call special meetings with concurrence from the Staff Liaison; (c) Sign approved meeting minutes; and (d) Prepare, submit, and present an annual report of activities of the Commission to the City Council.
 - i. Special Meetings shall be limited to the following circumstances:
 - 1. The regular meeting cannot be held that month because it lands on a holiday;
 - 2. The time or location of the meeting is different from its regular meeting time/location;
 - 3. The meeting must be rescheduled due to a lack of quorum;
 - 4. The Commission must vote on an urgency item. An urgency item is one in which the Commission’s direction is vital to the City Council’s decision, and the Commission cannot consider the item at a regularly scheduled Commission meeting, before the City Council considers the item, without violating the City’s Sunshine Ordinance; or
 - 5. For the purpose of having an annual retreat.
 - 2. Vice-Chairperson – To perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform the duties of office.
- D. Secretary and Staff Liaison.
 - 1. Each Commission shall have a secretary and a staff liaison. The Secretary and Staff Liaison may be the same person.
 - 2. The Secretary shall have the following duties at all Commission meetings: (a) Attend; (b) Keep minutes; (c) Assist the Chairperson and Staff Liaison in

preparing agendas; (d) Prepare and distribute agendas and agenda packets; (e) Ensure agendas are prepared and noticed in accordance with the City's Sunshine Ordinance; (f) Ensure agendas are reviewed and approved by the City Attorney's Office prior to posting; (g) Maintain attendance records; and (h) Provide the City Clerk an attendance list within 24 hours of a Commission meeting.

3. The Liaison shall have the following duties: (a) Attend; (b) Prepare agendas in collaboration with the Chairperson; (c) Coordinate presentations on behalf of the Commission; and (d) Communicate the Commission's concerns to the City Manager or other staff when necessary.

Article V Meetings/Quorum

- A. The Commission shall conduct regular meetings once each month. The exact dates, time and location of the meetings shall be determined by a vote of the Commission at the annual meeting in January. The Staff Liaison may cancel a scheduled meeting, with concurrence from the Chairperson, if the Commission does not have any business to consider at that meeting.
- B. Meetings shall be public and shall be conducted in a publicly owned building with adequate space for members of the public to attend the meetings.
- C. A majority of the commission positions filled at the time of a meeting shall constitute a quorum for the transaction of business.
- D. The Commission may establish Ad Hoc, but not Standing Committees. An Ad Hoc Committee is:
 - i. Comprised solely of members of the Commission; and
 - ii. Consists of less than a quorum of the Commission ; and
 - iii. Has a defined purpose and time frame to accomplish that purpose;
 - iv. Is dissolved after the purpose is complete; and
 - v. Is solely advisory.
- E. A majority of the Commission or the Chairperson may call a Special Meeting with the concurrence of the Staff Liaison.

Article VI Absences

- A. If any member of the Commission has three or more consecutive unexcused absences, or is absent, excused or unexcused, for more than half of the meetings in a calendar year, the member shall be deemed to have resigned from the Commission.
- B. If a commissioner is going to be absent, the commissioner shall notify the Secretary no less than sixty minutes prior to the start time of a meeting. Failure to do so shall be deemed an unexcused absence.
- C. An absence may be deemed excused for the following reasons: sickness/illness, an emergency beyond the commissioner's control, observance of a religious holiday or a medical appointment that cannot be rescheduled.
- D. The Secretary shall notify the City Clerk in writing of any such consecutive absences. The member shall be deemed to have resigned from the Commission on the date that the City Clerk receives notice from the Secretary.
- E. Should any member be absent without good cause for more than three consecutive meetings, the Secretary shall immediately inform the City Clerk of such fact. Effective on the date of receipt of such notice by the City Clerk, such member shall be deemed to have resigned from the Commission.

Article VII

Coordination with City Council

The Staff Liaison shall as soon as possible inform the City Council, through the City Manager, of recommendations made by the Commission. The Staff Liaison shall inform the Commission on the status of the recommendations as warranted.

Article VIII

Rules of Order

Rosenberg's Rules of order shall constitute the parliamentary authority for the meetings.

Article IX

Amendments

- A. Once per year, each Commission shall review these bylaws, and make recommendations to their respective Chairpersons.
- B. The Chairpersons of each Commission shall convene once per year with the City Clerk, City Manager and City Attorney to review and approve, if desired, the recommended changes to these bylaws.
- C. The City Council shall approve amendments to these bylaws.

Article X
Effective Date

These bylaws shall go into effect upon approval by City Council.

Updates to Citizen Advisory Group (CAG) Bylaws and Efforts to Develop Effective and Efficient Processes for CAGs

Finance and Governance Committee

May 24, 2022

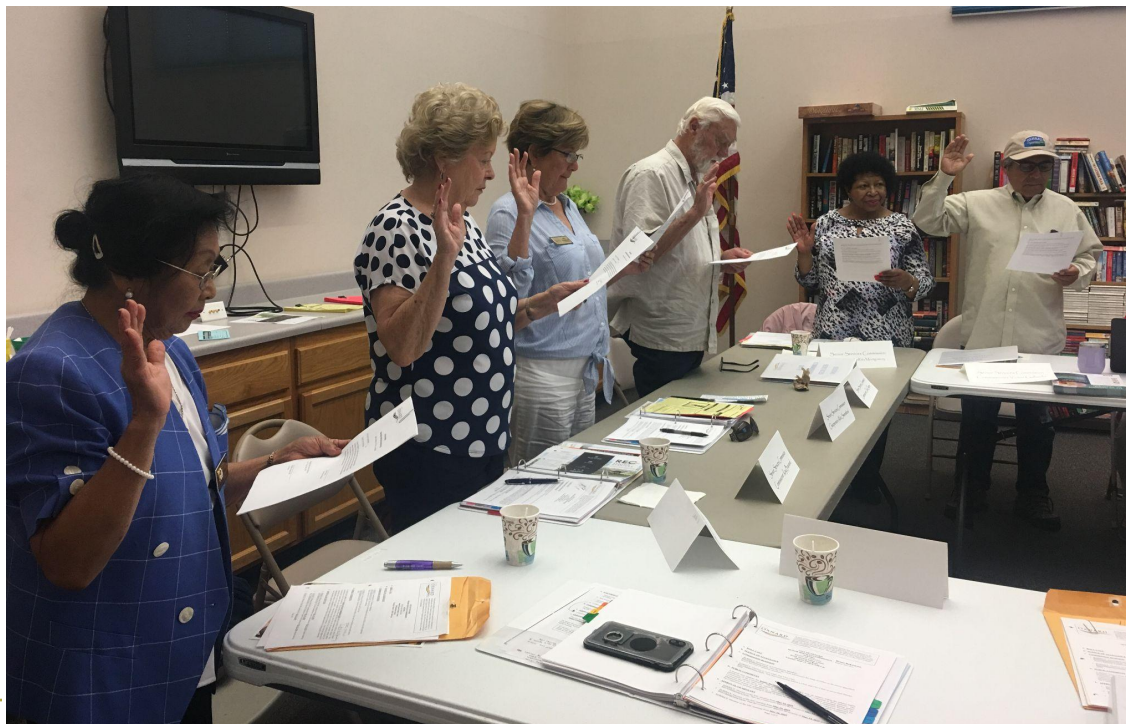
Samantha Shapiro, Project Manager

That the Finance and Governance Committee:

1. Receive a report on proposed changes to the Citizen Advisory Group (CAG) Bylaws for the following CAGs: Community Relations Commission, Cultural Arts Commission, Commission on Homelessness, Library Board, Parks, Recreation and Community Services Commission, and the Senior Services Commission; and
2. Recommend that the City Council adopt a resolution:
 - a. Establishing uniform CAG bylaws; and
 - b. Repealing previous CAG bylaws.

In 2019, the City Manager's Office began meeting with the CAG chairs with a purpose to:

- 1) Develop effective and efficient processes to make volunteer time valuable; and
- 2) Create uniform Bylaws, Agendas, and Reports to Council.



Senior Services
Commissioners taking
their oath of office

Each Commission approved the bylaws as a whole on the dates below:

- Senior Services Commission: November 10, 2020
- Community Relations Commission: November 16, 2020
- Commission on Homelessness: February 3, 2020
- Cultural Arts Commission: February 5, 2020
- Parks, Recreation & Community Services Commission: January 22, 2020



Residents participating in “Meet Up Clean Up”, a program through Oxnard Recreation/Community Services

On March 3, 2020, Senior Services Commission Chair Alice Sweetland and Staff Liaison Renee Rakestraw led a goal-setting workshop. This provided CAG chairs with a better understanding of what types of goals are achievable and should be set for their respective CAG.



Community
Relations
Commission
(2018)

The Bylaws revisions include:

- Expanding special meeting circumstances and requirements for calling a special meeting
- Requiring an annual meeting be held in January each year
- Dissolution of an ad hoc committee once its purpose is met
- Expanding time for a commissioner to notify staff of their absence
- Updating the quorum requirement language to be consistent with Oxnard City Code

On March 14, 2022, the City Manager's Office met with the current Chair of each CAG to review the proposed bylaws. The CAG Chairs remained supportive of the proposed bylaws.

City Manager's office will resume meetings with CAG Chairs to unify the Commission agendas and reports, and improve the processes and training to provide for the effectiveness of CAGs.



"Growth" by Mauricio Ramirez, located at 305 W. Third Street as part of the Downtown Mural Project through the Cultural Arts Division & Cultural Arts Commission



THE END



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: June 21, 2022
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Ventura County Animal Services Agreement.

RECOMMENDATION

That the the City Council approve a budget appropriation with a total cost projection in the amount of \$2,156,159 and authorize the City Manager to sign a Service Level Request for FY 22-23 for the third year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

(The Community Services, Public Safety, and Economic Development Committee approved 3-0 on May 24, 2022)

BACKGROUND

The City entered into a five-year agreement with Ventura County Animal Services (VCAS) in FY 20-21. Under the terms of agreement, A-8151 (the "Agreement"), VCAS shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food, and shelter in accordance with the provisions of state law. The animal's picture will be posted on the VCAS website as soon as practicable to assist the City's residents in reclaiming a missing pet.

As part of the agreement, the costs are distributed amongst eight (8) Ventura County cities, including Oxnard and unincorporated areas of Ventura County. The costs are based on VCAS operating and administrative costs, licensing costs, and field staff services.

The base costs for VCAS have risen each year due to increases in personnel-related costs, medical supplies, and veterinary care. The FY 18-19 agreement of \$1,948,039 was a 5% increase from FY 17-18. The FY 19-20 agreement of \$2,113,884 is an 8.5% increase from FY 18-19. The FY 20-21 agreement of \$2,324,778 was a 9.9% increase from FY 19-20. The FY 21-22 agreement of \$2,479,135 is a 6.6% increase from FY 20-21. The proposed FY 22-23 agreement of \$2,669,598.97 is a 7.7% increase from FY 21-22.

	VCAS Base Cost	% Difference
FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%

FY 20-21	\$2,324,778	+9.9%
FY 21-22	\$2,479,135	+6.6%
FY 22-23	\$2,669,598	+7.7%

Per the five-year agreement, the animal intake costs are divided using a billing methodology that calculates the pro-rata costs to cities looking at historical calendar year animal intake figures using a 3-year weighted average. There is a built-in 5% annual budget increase to the Animal Care budget each year of the agreement. Each year of the agreement, the Police Department will complete an agreement for the cost of the upcoming fiscal year.

The VCAS budget is a consortium of costs shared by the eight (8) contract cities and the County. Cities and the County pay their pro-rata share based on the weighted average of animal intakes. There are no annual “true-up” costs, which means the City will not be billed more than the proposed Animal Care portion of expenses for FY 22-23.

The table below shows the costs for all cities and the unincorporated areas of the County for FY 21-22. This allocation of costs is based on the overall cost to run the shelter of \$6,741,010.13 (year three of the contract) that is shared by the eight (8) participating cities and the County based on a 3-year weighted average of animal intakes to the shelter. The column on the far right titled “FY 22-23 Animal Care Cost” is the City’s actual animal care cost for the upcoming fiscal year.

City	2019 Intake	2020 Intake	2021 Intake	3-Year Weighted Average	FY 22-23 Animal Care Cost
Camarillo	1,158 - 9.9%	536 - 9.9%	608-10.1%	9.98%	\$672,736.93
Fillmore	235 - 2.0%	106 - 2.0%	102 -1.7%	1.84%	\$123,710.53
Moorpark	364 - 3.1%	139 - 2.6%	119 - 2.0%	2.40%	\$162,013.14
Ojai	82 - 0.7%	33 - 0.6%	38 - 0.6%	0.64%	\$43,275.86
Oxnard	4,340 - 37.1%	2,055 - 37.8%	2,377 - 39.4%	38.43%	\$2,590,577.13
Port Hueneme	413 - 3.5%	224 - 4.1%	267 - 4.4%	4.13%	\$278,151.29
Simi Valley	1,327 - 11.3%	522 - 9.6%	570 - 9.5%	9.96%	\$671,473.49
Ventura	1,355 - 11.6%	696 - 12.8%	716 - 11.9%	12.03%	\$811,089.12

County	2,438 - 20.8%	1,120 - 20.6%	1,234 - 20.5%	20.59%	\$1,387,982.64
Total Intake	11,712	5,431	6,031	100%	\$6,741,010.13

Additional Costs

Additional costs are associated with on-call field services, emergency field services, and license processing; the highest being on-call field services, which varies depending on staffing within the Oxnard Animal Safety Unit. The City uses VCAS to provide on-call and emergency field services during periods when we do not have any Oxnard Animal Safety Officers available for 24-hour coverage seven days a week. Maintaining appropriate staffing levels within the Animal Safety Unit has been a challenge in FY 21-22 which caused a greater dependence on supplemental coverage from VCAS. The field service rate was \$90 per hour (the VCAS hourly rate is the same for on-call standby and emergency response field services) in FY 21-22, and will increase to \$100 per hour in FY 22-23.

Licensing fees are \$6 per license processed, which will remain the same in FY 22-23. The table below shows an estimated cost of field services for FY 22-23.

FY 22-23 Agreement Estimates	
3-YR Weighted Average of Animal Intakes	38.43%
Shelter Costs	\$2,590,577.13
On-Call and Emergency Field Services	\$10,000.00
License Processing \$6/License	\$67,140.00
Chameleon Access/Server Costs	\$681.84
Total Net Cost Projection	\$2,668,398.97

The revenue from animal licensing is used to offset the amount paid to VCAS for services and is seen as a credit on quarterly invoices. The City also receives revenue credit from animals that are claimed by their owners and fees are recovered by VCAS. The revenue generated from animal redemption also offsets the amount paid to VCAS for services and is seen as a credit on quarterly statements.

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

The total amount of this agreement is \$2,668,399. The projected revenue from animal licensing and animal redemption for FY 22-23 is \$512,240. The net FY 22-23 General Fund Police Animal Safety Contracts & Services - Animal Shelter (Account No. 101-2106-802-8228) projected budgeted amount is \$2,156,159.

COMMITTEE OUTCOME

The Community Services, Public Safety, and Economic Development Committee approved 3-0 on May 24, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Marc Amon, Police Department

ATTACHMENTS

1. FY 22-23 VCAS Agreement Presentation PP
2. NEW ANIMAL SERV AGREEMENT_Oxnard FY 22-23
3. NEW SERVICE LEVEL REQUEST_Oxnard FY22-23

FY 22-23 Animal Safety Services Agreement

Public Safety Committee

May 24, 2022

Oxnard City Council

June 21, 2022

Marc Amon, Commander

1. That the Community Services, Public Safety, and Economic Development Committee recommend the City Council approve a budget appropriation with a total cost projection in the amount of \$2,156,159 and authorize the Mayor to sign a Service Level Request for FY 22-23 for the third year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.
2. That the City Council approve a budget appropriation with a total cost projection in the amount of \$2,156,159 and authorize the Mayor to sign a Service Level Request for FY 22-23 for the third year of a five-year agreement (A-8151) with the County of Ventura to provide animal safety services.

- Five-year services agreement with the County of Ventura was approved by City Council on June 2, 2020.
- Per the agreement, each year the Police Department is required to complete an agreement for the cost of the upcoming fiscal year.

Services provided by VCAS in Service Level Agreement:

- Animal Care Services
- On-Call and Emergency
Field Services
- Animal License Processing

VCAS Shelter Services:

- Confiscation
- Boarding
- Impoundment
- Quarantine
- Veterinary services
- Request for euthanasia
- Animal adoptions
- Disposal of dead animals
- Post missing/found animal on their website
- Owner surrender
 - Assistance of Pet Retention Specialist

Impounded animals will be vaccinated, given necessary care, food, and shelter in accordance with state law.

- Will only respond when a City ASO is not available
- Will be on-call when forecasted
- Will respond to emergency situations or “as needed” when requested by police or fire personnel
- On-call standby and emergency response rate is \$100/hour
- Emergency response examples:
 - Vicious animal at large threatening the public
 - Stray animal bite with the animal at large or confined by a non-owner
 - Injured animal

Animal License Processing:

- Process animal licenses for the City
- Send renewal notices to animal owners
- Animal owners will have access to renew animal licenses online
- License fees (minus \$6 license processing fee) will be credited to the amount the City owes each quarter

	VCAS Cost	% Difference
FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%
FY 20-21	\$2,324,778	+9.9%
FY 21-22	\$2,479,135	+6.6%
FY 22-23	\$2,669,598	+7.7%

- Cost of the agreements reflect a percentage of the VCAS FY Budget

- Still a percentage of the VCAS FY Budget
- A consortium of costs shared by the eight (8) contract cities and County
- Percentage is a 3-year weighted average of animal intakes
- No annual “true-ups”
- 5% built-in increase each year of the agreement
- Revenue is still a credit against amount owed on quarterly invoices

	2019 Intake	2020 Intake	2021 Intake	3-Year Weighted Average	FY 22-23 Animal Care Cost
Camarillo	1,158 - 9.9%	536 - 9.9%	608-10.1%	9.98%	\$672,736.93
Fillmore	235 - 2.0%	106 - 2.0%	102 -1.7%	1.84%	\$123,710.53
Moorpark	364 - 3.1%	139 - 2.6%	119 - 2.0%	2.40%	\$162,013.14
Ojai	82 - 0.7%	33 - 0.6%	38 - 0.6%	0.64%	\$43,275.86
<i>Oxnard</i>	4,340 - 37.1%	2,055 - 37.8%	2,377 - 39.4%	38.43%	\$2,590,577.13
Port Hueneme	413 - 3.5%	224 - 4.1%	267 - 4.4%	4.13%	\$278,151.29
Simi Valley	1,327 - 11.3%	522 - 9.6%	570 - 9.5%	9.96%	\$671,473.49
Ventura	1,355 - 11.6%	696 - 12.8%	716 - 11.9%	12.03%	\$811,089.12
County	2,438 - 20.8%	1,120 - 20.6%	1,234 - 20.5%	20.59%	\$1,387,982.64
Total Intake	11,712	5,431	6,031	100%	\$6,741,010.13

Shelter Services:	\$2,590,577.13
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Additional Projected Costs:	\$77,821.84
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- Emergency and On-Call Field Services, Animal License Processing Fees, Chameleon Access/Server Costs

<u>Projected Cost of Agreement:</u>	<u>\$2,668,399</u>
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Projected Revenue:	\$512,240
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Projected Net Cost of Agreement:	\$2,156,159
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QUESTIONS

ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA AND CITY OF OXNARD

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ANIMAL SERVICES AGREEMENT
COUNTY OF VENTURA AND CITY OF OXNARD

THIS AGREEMENT is made by and between the COUNTY OF VENTURA, hereinafter referred to as the County, and the CITY OF OXNARD, hereinafter referred to as the City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal services described herein by the County.
- b. The County is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through its Animal Services Division ("Animal Services"), to provide animal services to the City as set forth herein and in the attached Service Level Request (Attachment A), as it may be amended by the parties from time to time.
- 1.2 Such services shall comply with applicable County ordinances, the municipal code of the City and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 All City employees who work in conjunction with Animal Services pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against the County based on this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any City personnel performing services hereunder. The County shall not be liable for compensation or indemnity to any City employee or agent of the City for injury or sickness arising out of his or her employment.

- 2.2 All County employees who perform services for the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from or against the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder. The City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his or her employment.

3.0 AMENDMENT OF SERVICE LEVEL REQUEST FORM

- 3.1 The County agrees to provide to the City a proposed Service Level Request form to complete and submit annually to the County, by no later than March 1st, for the upcoming contract year commencing July 1st. By no later than April 15th, the parties shall agree to the terms of the Service Level Request for the upcoming contract year, unless an alternate date is mutually agreed upon by both parties in writing. The Service Level Request for the upcoming contract year shall be signed by both parties and attached to this Agreement as an amendment. If the parties fail to reach agreement on the terms of the Service Level Request by May 1st, this Agreement shall expire at the end of the then current contract year.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 The County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 The County, in its sole and exclusive discretion, shall determine the specific days and specific hours that any County animal shelter shall be open to the public and the staffing of the County animal shelters; however, the County will open its animal shelters to the public on at least five calendar days per week. The County will notify the City regarding any changes in hours and days that its animal shelters are open to the public.

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5.0 INDEMNIFICATION

- 5.1 The County shall defend, indemnify and hold harmless City, its agents, officials, officers, representatives and employees from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the County, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.2 The City shall defend, indemnify and hold harmless County, its agents, officials, officers, representatives and employees from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the City, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.3 Each party agrees to provide the indemnifying party with written notification of any claim under paragraph 5 of this Agreement within thirty (30) calendar days of notice thereof and shall cooperate with the indemnifying party in the defense of the claim.
- 5.4 Each party's right to, and responsibility for, indemnification shall survive the termination of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2022, and shall remain in effect until June 30, 2025.
- 6.2 Upon mutual agreement of the parties, this Agreement may be renewed for up to five (5) successive periods of one (1) year each.

7.0 RIGHT OF TERMINATION

- 7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least ninety (90) days before the date specified for such termination.

- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination (including, but not limited to, payment for services already rendered), and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 RATES FOR SERVICES AND CREDIT FOR REVENUES

- 8.1 The City shall pay for the services provided under the then current Service Level Request (Attachment A) in accordance with the provisions thereof.
- 8.2 The rates and fees indicated in the Service Level Request shall be readjusted by the County annually effective the first day of July each year to reflect the reasonable average cost of such service in accordance with the policies and procedures for the determination of such rates and fees as adopted by the County Board of Supervisors and in compliance with Government Code section 54985.
- 8.3 The County shall credit the City with the following revenues paid by City residents toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues received from City animal licenses (less applicable license processing fees); revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by the City's residents if the animal is redeemed within the first three days of an animal stay each time an animal is admitted to a County shelter; revenues from barking dog citations paid by City residents; and revenues from administrative citations and civil penalties paid by City residents (less administrative processing costs).
- 8.4 The County shall retain any of the following fees paid by City residents without crediting such fees toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by City residents for any day after the first three days of an animal stay each time an animal is admitted to a County shelter and including, but not limited to, when fees are ordered be paid by the court or by an administrative hearing officer for dogs determined to be potentially dangerous or vicious; adoption fees; spay/neuter fees (and other veterinary fees for services); copying fees; return check charges; euthanasia and disposal fees; pickup and disposal of dead animal fees; cremation fees; owner relinquishment of animal fees; capture and transport fees; license fees for other than dog and cat licenses;

permit fees; inspection fees; and other fees paid by City residents and not required to be credited to the City under section 8.3.

- 8.5 In the event that a City dog owner establishes the dog owner's financial inability to pay costs for an administrative review of a citation or an administrative hearing deposit, the County will invoice the City to pay the rates and fees approved by the County Board of Supervisors for such charges and the City agrees to pay such charges.

9.0 ATTORNEY FEES AND COSTS

9.1 In the event of any litigation (including, but not limited to, any petition filed by the County Animal Services Director to be heard by an administrative hearing officer or by the court regarding whether a dog is potentially dangerous or vicious for an animal residing within the jurisdictional limits of the City, or any appeal therefrom, when both County and City have agreed to the County Animal Services Director filing such petitions in the parties' service level request, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5) arising in any way from this Agreement (including, but not limited to, any Service Level Request), or the services provided under this Agreement (except for any litigation between the County and the City), the City shall pay or reimburse the County for all reasonable attorney fees and costs incurred by the County in connection with the litigation, including, but not limited to, attorney fees and costs incurred by the County on behalf of a hearing officer. In the event of any litigation between the City and the County, each party shall bear its own attorney fees and costs. The City's obligations under this paragraph shall survive the termination of this Agreement.

10.0 PAYMENT PROCEDURES

- 10.1 The County shall invoice the City during October for services performed during the period July 1 through September 30; during January for services performed during the period October 1 through December 31; during April for services performed during the period January 1 through March 31; and during July for services performed during the period April 1 through June 30; and the City shall pay the County all undisputed amounts within thirty (30) days after the date of said invoice.
- 10.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City

shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within thirty (30) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

- 10.3 Interest shall be calculated at the rate of two percent (2%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution was memorialized.

11.0 RECORD RETENTION

- 10.1 The County shall maintain adequate financial records during the term of this Agreement to document its cost of providing services under this Agreement. The County shall retain financial records for a period of seven (7) years after payment for services under this Agreement, and shall make such financial records available for inspection to the City, or the City's designee, upon reasonable notice. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to public records.

12.0 NOTICES

- 12.1 All notices (excluding invoices) required by, or related to, this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; the parties to this Agreement shall promptly inform the other party of any change of address. All notices required by this Agreement are effective on the date of receipt, unless otherwise indicated herein. The mailing address of each party to the Agreement is as follows:

CITY: City Manager
(attn: Alex Nguyen)
City of Oxnard
300 W. Third St.
Oxnard, California 93030

COUNTY

Director, Animal Services
(attn: Jackie Rose)
600 Aviation Drive
Camarillo, California 93010

13.0 SEVERABILITY

13.1 If a court of competent jurisdiction declares any provision of this Agreement, or application thereof to any person or circumstances, to be unenforceable or in violation of law, the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

14.0 WAIVER

14.1 Waiver of any default or breach of this Agreement shall not be considered a waiver of any subsequent default or breach, nor shall it be considered a modification of the terms of this Agreement.

15.0 ENTIRE AGREEMENT

15.1 This Agreement, including Attachment A hereto and any amendment thereof, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

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IN WITNESS WHEREOF, the County and the City enter into this Agreement as of the last date set forth below.

COUNTY OF VENTURA

Dated:_____

By_____
Jackie Rose, Director,
Animal Services

CITY OF OXNARD

Dated:_____

By_____
Alex Nguyen, City Manager

ATTEST:

By_____
City Clerk

Date

APPROVED AS TO FORM:

By_____
City Attorney

Date

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

CITY OF

OXNARD

FY 2022-2023 SERVICE LEVEL REQUEST

**PART ONE: AVAILABLE SERVICES AND APPLICABLE BILLING
RATES AND CREDITS**

A. Animal Care Services

At the election of the City, the County shall provide the following services:

1. **Shelter Services**

As may be required, the County shall provide animal care services to the City for all animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) when there is a stray/abandoned animal, adoption return, confiscation, cruelty abuse or neglect investigation, or injured wildlife. The County will accept animals surrendered by their owners dependent upon shelter capacity. For animals originating in the City and impounded, the County shall provide the following animal care services: sheltering, boarding, animal adoptions, foster care coordination, veterinary care and treatment, bite quarantine, euthanasia services, and disposal of deceased animals. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Ventura County Animal Services Division's ("Animal Services") website as soon as practicable to assist the City's residents in reclaiming a missing pet. The County will also provide, based upon availability of funding and resources, owner requested euthanasia, TNR (Trap, Neuter, Return) surgeries for community cats, and Pet Retention programming. These services will not result in the animal being impounded to the shelter. The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to the rates and fees approved by the County Board of Supervisors accruing up to the time of such redemption.

The City shall be charged for its proportion of the total County animal care service costs incurred during the fiscal year identified above as set forth below. The County shall bill the City on a quarterly basis for animal care services based on a weighted three (3) calendar year average of the City's pro rata animal intake percentage, as follows:

The three (3) year weighted average will be calculated so that fifty percent (50%) of the rate is based on the City's previous calendar year pro rata animal intake percentage relative to the usage by other cities and unincorporated areas of Ventura County, twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from two (2) years prior and twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from three (3) years prior, illustrated as follows:

Example:

Hypothetical animal care budget: **\$6,027,354**

Camarillo: $(10.4\% * .50) + (9.9\% * .25) + (10.4\% * .25) = 10.3\%$

Future year cost = 10.3% of \$6,027,354 = **\$620,817**

Payments of **\$155,204** made quarterly which will be reduced by any licensing revenue

	2018 INTAKE		2017 INTAKE		2016 INTAKE		FUTURE YEAR WEIGHTED AVG
Camarillo	1174	10.4%	1223	9.9%	1109	10.4%	10.3%
Fillmore	198	1.7%	320	2.6%	192	1.8%	2.0%
Moorpark	283	2.5%	245	2.0%	321	3.0%	2.5%
Ojai	44	0.4%	109	0.9%	50	0.5%	0.5%
Oxnard	4112	36.3%	4196	34.1%	3947	37.2%	36.0%
Port Hueneme	409	3.6%	432	3.5%	470	4.4%	3.8%
Simi Valley	1360	12.0%	1363	11.1%	1306	12.3%	11.8%
Ventura	1249	11.0%	1555	12.6%	1253	11.8%	11.6%
County	2494	22.0%	2864	23.3%	1971	18.5%	21.5%
Total Intake	11323	100.0%	12307	100.0%	10619	100.0%	100.0%

The animal care budget will be allocated among the participating cities and the County based on the weighted three (3) calendar year animal intake percentage formula described above. The County's animal care budget shall follow the following three (3) year fixed-rate schedule:

\$6,741,010.13 for fiscal year 2022-2023 (contract year 1)

\$7,078,060.63 for fiscal year 2023-2024 (contract year 2)

\$7,431,963.67 for fiscal year 2024-2025 (contract year 3)

In addition to the animal care formula charged to the participating cities, in the event of any animal intake at a County animal shelter originating from the City due to any law enforcement request, pending court case (including, but not limited to, a criminal case, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5, and a petition for hearing regarding whether a dog is potentially dangerous or vicious under Food and Agriculture Code section 31621, or related provisions of City Ordinance), or a court stay, which results in a County shelter stay of more than fifteen (15) days, the County shall also charge the City for animal care services according to the rates and fees approved by the County Board of Supervisors for each day that each such animal receives animal care services, and any fees have not been paid by the dog owner within 30 days of the County's invoice for services being mailed to the dog owner.

2. Petitions for Hearing to Determine Dogs to be Potentially Dangerous or Vicious

For any dog impounded to the shelter, the Animal Services Director may bring petitions for hearing to determine dogs residing within the jurisdictional limits of the City to be potentially dangerous or vicious under state law and/or City Ordinance Code. In connection with such petitions, the City shall pay the County according to the rates and fees approved by the County Board of Supervisors for County employee time expended (and including but not limited to, the attendance at hearing of County employees; legal services performed by the Office of County Counsel; and any services provided by an administrative hearing officer). If the County retains the services of an administrative hearing officer who is not a County employee, the City agrees to reimburse the County at the administrative hearing officer's customary hourly rate. If the dog owner appeals any determination that a dog is potentially dangerous or vicious, the City shall pay the County according to the rates and fees approved by the County Board of Supervisors for the attendance at the appeal hearing of County employees and the legal services performed by the Office of County Counsel in connection with such an appeal.

3. Rabies Suppression Record Management

The County shall provide the City with rabies control activity reporting as required by State Law.

B. Field Services

At the election of the City, the County shall provide the City with the following field services consistent with County Ordinance and State Law.

For City Ordinance Code provisions that are consistent with County Ordinance Code and State law, animal control officers may issue citations (administrative or notice to appear) for violations observed by animal control officers while in the field (and including, but not limited to, citations issued for: failure to license, barking dog nuisance, failure to vaccinate, violation of leash laws, violation of mandatory spay/neuter, violation of animal nuisance orders, and breeding of animals without required permits). The City will be solely responsible for collection of the citation amounts and processing of any administrative appeals from these citations issued by animal control officers in the field. The County will not be responsible for collections or processing administrative appeals from citations issued in the field and/or citations in which the animal owner is provided notice to appear in court.

The County will provide, consistent with County Ordinance and State Law, response and investigation of reported animal bite and intimate contact cases to establish that there is compliance with state-mandated quarantine procedures. This includes a follow-up visit to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

The County shall charge the City according to the rates and fees approved by the County Board of Supervisors for County employee time expended in providing field services. The City shall identify a budgeted amount for field services per fiscal year, as well as the average budgeted level of hours of service that the City authorizes the County to provide per week. The County shall notify the City in writing on a quarterly basis regarding actual hours expended for field services to the City, to enable the City to make the determination of whether the City wishes to authorize in writing a higher budgeted annual amount for field services that are not state-mandated. The County will provide the City state-mandated field services, and the City agrees to pay the County's costs for all state-mandated field services, whether or not the City's budgeted amount or hours for field services have been exceeded. The County shall be under no obligation to provide the City with any non-state-mandated field services in excess of the City's budgeted cost and hours, in the absence of prior written City authorization to do so.

The County will issue barking dog citations to owners of dogs residing within the jurisdictional limits of the City upon the required showing being made under City City of Oxnard

ordinance regarding the existence of a barking nuisance. The County shall charge the City according to the rates and fees approved by the County Board of Supervisors for County employee time expended in reviewing and responding to complaints regarding barking dog nuisances in the jurisdictional limits of the City, regardless of whether a barking nuisance citation is ultimately issued. Once a citation is issued, the dog owner will be responsible for paying the County's standard fee for any administrative review of a citation, as well as paying any required hearing deposit to request an administrative hearing to contest the citation, unless the dog owner establishes to the County the dog owner's financial inability to pay, in which case, the City shall reimburse the County according to the rates and fees approved by the County Board of Supervisors for County employees providing services based on the time expended per hearing; and if the County retains the services of an administrative hearing officer who is not a County employee, the City agrees to reimburse the County for hearing officer services rendered at the administrative hearing officer's customary hourly rate.

In the event the City declines to have the County perform field services and transports an animal the shelter for care, the City shall be responsible for:

- (i) Scanning animals for an existing microchip and making all efforts to reunite a lost animal with its owner based on any microchip information prior to transporting that animal to a County shelter;
- (ii) Making all efforts to use information available from any animal's personal ID tag or a pet license to reunite a lost animal with its owner prior to transporting that animal to a County shelter;
- (iii) Vaccinating an animal with current standard vaccinations provided by Animal Services after an animal has been transported to a County shelter; and
- (iv) Taking a digital photograph of an animal and loading the digital photograph and other pertinent animal information onto Animal Services' computer information system for tracking animals subject to impoundment after an animal has been transported to a County shelter.

C. Administrative Services

1. Animal License Processing per License

At the election of the City, the County and/or the County's vendor shall provide the City with animal license processing services at the annual fiscal year cost of six dollars (\$6.00) per applicable cat or dog license for each animal within the boundaries of the City. The County and/or the County's vendor shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. If the County and/or the County's vendor provides online web-licensing, it shall provide such web-licensing at no

additional cost to the City. Licenses will be required before the County will release an animal to a resident of the City. The City animal license fees that the County and/or the County's vendor collects (less the amount of the County's license processing fee of six dollars (\$6.00)) will be credited to the City quarterly in arrears against the amount that the City owes the County under the parties' animal services agreement.

2. Automated Administrative Citation Processing

At the election of the City, and consistent with City Ordinance Code provisions, the County and/or the County's vendor shall provide the City with an automated citation service for citations related to licensing, vaccination, (and, if applicable, mandatory spay/neuter) issued to animal owners within the boundaries of the City. If the County reaches a determination, in its sole and exclusive discretion, that it no longer desires to provide an automated citation service to the City (either directly by the County or through the County's vendor), the County shall provide the City with sixty (60) days' prior written notice before ceasing to provide such services.

The County and/or the County's vendor will provide the following automated citation processing service to the City contingent upon the City's reimbursement of actual County costs incurred, and including, but not limited to:

- a. actual costs charged to the County by the County's General Services Agency for mailing and processing of citations and the cost of one (1) hour per month for the services of a Field Services Manager/Citations Clerk: generate auto citations in Chameleon software; send files to the General Services Agency for processing; receive and review auto citation files from the General Services Agency to ensure accuracy; send reviewed and completed files to the General Services Agency for processing and mailing to animal owners; receive and store finalized PDF file from the General Services Agency; generate email notification to the City's staff with PDF files for further collection and appeals; receive, through a Supervising Animal Control Officer, communication from City staff regarding citizen appeals when necessary; and receive updates from the City regarding customer data to be updated, with the County updating data in Chameleon software; or
- b. actual costs charged to the County by the County's vendor for mailing and processing of citations and issuing any required licenses; generating email notifications to the City's staff with PDF files for further collections and appeals; receiving communication from City staff regarding citizen appeals when necessary; and receiving updates from the City regarding customer data to be updated.

To the extent that such services are not provided by the County and/or the County's vendor, the County will not be responsible for collections or processing administrative appeals from automated citations. The City will be solely responsible for collections and for processing any administrative appeals once automated citations are issued to animal owners.

3. Animal Services Data Management Software Read-Only Access Rights

At the election of the City, the City may have read-only access to VCAS' Chameleon Software system, therefore allowing the City to have real-time information regarding cases related to their jurisdiction.

PART TWO: SPECIFIC SERVICE REQUESTS AND APPROVALS

The County will provide the City with the services authorized below:

Animal Care Services:

- X The City authorizes the County to provide animal care services for animals originating within the boundaries of the City during fiscal year 2022-2023 according to the terms and conditions set forth in Part One of this Agreement. The budgeted cost of animal care services for the City will be \$2,669,598.97 for fiscal year 2022-2023. In addition to the budgeted amount, as more fully set forth in Part One above, the City will also pay the County, according to rates and fees approved by the County Board of Supervisors for: (1) animal care services associated with County shelter stays of more than fifteen (15) days; (2) for County employee time expended in connection with petitions brought by the Director of Animal Services to determine whether dogs residing in the jurisdictional limits of the City are potentially dangerous or vicious, and (3) for County employee time expended in connection with any appeals from such determinations. In addition, if an administrative hearing officer is not a County employee, the City agrees to reimburse the County's costs for administrative hearing officer time at the administrative hearing officer's customary hourly rate. Consistent with Section 8.3 of the parties' Animal Services Agreement, the County shall credit the City with revenues paid by City residents toward amounts owed by the City for services provided.

Field Services:

- ☐ The City authorizes the County to provide budgeted field services during fiscal year 2022-2023 of _____; with field services budgeted at _____ hours per week, to be provided by the County to the City, according to the terms and conditions set forth in Part One. If it appears that the City may exceed its budgeted cost and hours for field services: (i) the County will continue to provide additional state-mandated services to the City, and the City agrees to pay for those additional state-mandated services according to the rates and fees approved by the County Board of Supervisors, and (ii) the County will only provide further field services that are not state-mandated to the City upon receipt of City written approval for such services, and the City agrees to pay for all such services authorized in writing by City personnel. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- X The City authorizes the County to provide field services only for emergency calls (requests for an animal services officer by law enforcement or fire personnel, aggressive animal at large threatening the public, wild animal at large in City area, livestock at large and in sight, stray animal bite with the animal at large or confined by a non-owner) at a not to exceed amount of 1000 hours for the fiscal year. This level of service is intended to provide emergency response on an as-needed basis from the County on behalf of a City that employs its own field services when requested by the City and the County is able to respond. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.

☐The City declines to have the County provide field services. Administrative Services:

Animal License Processing:

- X The City authorizes the County and/or the County's vendor to provide animal license processing services for the City during fiscal year 2022-2023 according to the terms and conditions set forth in Part One.
- X The City has adopted the license fees set forth in Animal Services' approved schedule of rates and fees.
- ☐ The City has adopted the following license fees that differ from the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees:

Specify:

Current City license fees were adopted by the City on _____, 20____.

- ☐ The City declines to have the County provide animal license processing.

Automated Citation Service:

- X The City authorizes the County and/or the County's vendor to provide automated citation processing services for the City during fiscal year 2022-2023 according to the terms and conditions set forth in Part One.
- ☐ The City declines to have the County and/or the County's vendor provide automated citation processing services.

Animal Services Data Management Software (Chameleon) Read-Only Access Rights:

- X The City requests read rights for Chameleon software and agrees to the actual County Information Technology Services Department VPN costs.
- ☐ The City declines to have the County provide Chameleon read rights.

CITY OF OXNARD

COUNTY OF VENTURA

Signature: _____
John C. Zaragoza, Mayor, City of Oxnard

Signature: _____
Jackie Rose, Director of Animal Services

Date: _____

Date: _____



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

DATE: June 21, 2022
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: CHP Cannabis Grant.

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$394,147.00 in grant funds from the California Highway Patrol (CHP) to be used for the FY 22-23 CHP Cannabis Grant.
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of the 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 \$394,147.00.

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 the 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 for 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. To be DRE certified, the officer must complete a rigorous and highly demanding 72-hour three-phase training course and a 32-hour field certification course. 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 for additional officers to be trained in DUI enforcement, create safer roads for our community, and reduce the number of persons injured or killed due to impaired drivers.

CHP Cannabis Grant funding would also be utilized to purchase an Impaired Driving Unit truck and self-contained trailer. The DUI trailer would allow officers to conduct DUI investigations in a controlled and safe environment. The trailer would allow officers to conduct a full 12-step DRE evaluation specifically with an area designed for darkroom pupil examinations. The Impaired Driving Unit truck and trailer would also serve as a mobile DRE field certification site for our department and be available for any agency in our regional area. The benefit of a DUI truck and trailer is that it would provide a controlled environment for the safe evaluation of impaired drivers, which would aid in developing strong prosecutable investigations. In addition, a fully self-contained DUI truck and trailer would increase the efficiency of processing DUI arrests to allow for additional proactive impaired driving enforcement.

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

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: Marc Amon, Police Department

ATTACHMENTS

1. CHP Cannabis Grant Presentation FY 22-23
2. CHP Cannabis Grant Resolution FY 22-23.docx

CHP CANNABIS GRANT FY 22-23

Oxnard City Council
June 21, 2022

Marc Amon, Commander

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.
- This year a truck and enclosed trailer have been added to the grant request. The trailer will provide a controlled environment for in-field drug recognition expert (DRE) testing of suspected impaired drivers.
- Grant request amount: \$394,147.00

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:

- 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.

Objectives:

- Host two (2) SFST courses to a minimum of 10 officers
- Host one (1) ARIDE course to a minimum of five (5) officers
- Host one (1) DRE course to a minimum of two (2) officers
- Host two (2) DRE recertification courses to a minimum of eight (8) officers

PROPOSED BUDGET SUMMARY

9

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
ARIDE Instruction	\$3,384.00	\$3,384.00
DRE Certification Sites	\$85,728.00	\$85,728.00
DRE Impairment saturation	\$18,048.00	\$18,048.00
DRE Quarterly Training	\$14,042.00	\$14,042.00
DRE Recertification	\$4,512.00	\$4,512.00
DRE School	\$3,760.00	\$3,760.00
OPOA Benefits 9.49%	\$13,922.00	\$13,922.00
SFST Instruction	\$4,512.00	\$4,512.00
Subtotal	\$147,908.00	\$147,908.00
Equipment		
Computer & Electronic Equipment	\$26,000.00	\$26,000.00
DUI Enforcement and Mobile Field-Certification F-350 Pickup	\$90,000.00	\$90,000.00
DUI Enforcement and Mobile Field-Certification Trailer	\$125,239.00	\$125,239.00
Portable Light Tower	\$5,000.00	\$5,000.00
Subtotal	\$246,239.00	\$246,239.00
Total Proposed Cost	\$394,147.00	\$394,147.00



QUESTIONS

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 submission of an application to the California Highway Patrol for \$394,147.00 in grant funds, to be used for impaired driver training (SFST, ARIDE and DRE) and to purchase a truck and self-contained trailer to conduct Drug Recognition Expert evaluations on impaired drivers.

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 \$394,147.00 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 _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: June 21, 2022
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Second Amendment to Lease Agreement A-6480 with Union Pacific Railroad Company.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to Lease Agreement A-6480 for five (5) years from the effective date of this Second Amendment with Union Pacific Railroad Company (Union Pacific) for the lease of City property at 255 and 273 East Fifth Street.

(This item did not originate in Committee.)

BACKGROUND

Union Pacific currently leases City property at 255 and 273 East Fifth Street, as depicted in Exhibit A in the original Lease Agreement A-6480 dated February 1, 2005. A First Amendment to the lease was executed on December 16, 2011, establishing a month-to-month tenancy. In recent discussions with Union Pacific, they prefer a long-term lease in order to adequately plan for current and future operations. Therefore, the Second Amendment is for a period of five (5) years from the effective date with the rent of \$4,583.33 a month.

DISCUSSION

The City of Oxnard leases property to Union Pacific at 255 and 273 East Fifth Street. This Second Amendment amends Agreement A-6480 which was previously amended on December 16, 2011, by a First Amendment.

Union Pacific utilizes a section of railroad tracks and a building on City property at 255 and 273 East Fifth Street for day-to-day operations. The building consists of office space and meeting rooms. Union Pacific is a good tenant and provides the following benefits to the City:

1. Occupancy of the building deters homelessness, vagrants, and vandalism
2. Conducts maintenance and repair as required to the building

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

If approved, the lease agreement will generate up to \$54,999.96 in annual rental revenue for Transportation Fund Article 4 Fund 213.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Second Amendment_ Union Pacific Railroad Agreement A-6480
2. Union Pacific Railroad Agreement A-6480

SECOND AMENDMENT TO LEASE

This Second Amendment ("Second Amendment") to the Lease ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation ("City"), and Union Pacific Railroad Company, a Delaware corporation ("Tenant"). This Second Amendment amends the Agreement entered into on February 1, 2005, by City and Tenant. The Agreement previously has been amended on December 16, 2011, by a First Amendment.

City and Tenant agree as follows:

1. The month to month tenancy established in the First Amendment to the Agreement is hereby terminated and the term of the Agreement is hereby extended as follows:

The term of the Agreement shall be for a period of five (5) years from the effective date of this Second Amendment. Notwithstanding the foregoing, Tenant may terminate the Agreement at any time after three (3) years upon providing City with at least six (6) months prior notice of such termination.

2. The rental rate and any CPI increases set forth in the Agreement or First Amendment are hereby replaced as follows:

Rent for the period set forth in Paragraph 1, above, shall be \$4583.33 per month.

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

_____.

☐ John C. Zaragoza, Mayor ¹	_____	_____	_____
☐ Alexander Nguyen, City Manager		_____, _____ ²	Date
☐ Purchasing Manager			
☐ _____, Buyer		_____	Date

ATTEST:

_____	_____
Rose Chaparro, City Clerk	Date
(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 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.

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.

SECOND AMENDMENT TO LEASE

LEASE

This Lease ("Lease") is entered into in the County of Ventura, State of California, this 1st day of February, 2005, by and between the City of Oxnard ("Landlord"), and Union Pacific Railroad Company, a Delaware corporation ("Tenant").

1. Description of Leased Premises

Landlord hereby leases to Tenant, and Tenant hires from Landlord for the term, at the rental, and pursuant to the covenants, terms and conditions set forth herein, that certain improved real property located at 255 and 273 East Fifth Street, Oxnard, California. The Leased Premises are outlined and depicted in Exhibit "A" attached hereto and incorporated by this reference in full herein.

2. Term

The term of this Lease ("Term") shall commence on _____, 2005 (the "Commencement Date") and shall expire on _____, 2007 (the "Expiration Date"), subject to earlier termination as provided herein.

Tenant shall have the right to terminate this Lease prior to the end of the Term on 60 days' written notice to Landlord. Termination of the Lease by Tenant pursuant to this provision is not a default or termination within the meaning of Section 13 of this Lease and the remedies described in Section 13 will not apply.

3. Rent

a. Amount of Rent

During the Term, Tenant agrees to pay Landlord as Rent for the Leased Premises, the sum of \$100.00 per month. The Rent shall be due and payable to Landlord on the first day of each and every calendar month during the Term. Rent for the first month of the Term, or portion thereof, shall be paid concurrently with the execution of this Lease. If the Commencement Date is not the first day of a calendar month, or if the Term ends on a day other than the last day of a calendar month, then the rental for such partial month(s) shall be prorated based on a 30-day month.

b. Payment of Rent

Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

4.

COUNCIL APPROVAL
DATE: 02/01/05 AGENDA # I-2

4. Delivery, Condition, Warranty

a. Delivery and Condition of Leased Premises

Landlord shall deliver physical possession of the Leased Premises to Tenant upon the execution of this Lease by Landlord and Tenant. Tenant hereby accepts the Leased Premises in its existing "AS IS" condition as of the date hereof subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises, and any easements, licenses, covenants, conditions or restrictions of record, executed by Landlord, and Tenant accepts this Lease subject thereto and subject to all matters disclosed thereby.

b. No Warranty

Tenant acknowledges that Landlord has not made any representation or warranty whatsoever as to the condition of the Leased Premises including, but not limited to, the condition of the electrical, plumbing, fire sprinkler pressure, lighting, air conditioning and heating therein, or the present or future suitability of the Leased Premises for the conduct of Tenant's business or activity. Landlord and Tenant hereby acknowledge that the Leased Premises were owned by Tenant prior to the commencement of this Lease.

c. Latent or Patent Defects

Landlord shall not be liable for any latent or patent defects in or about the Leased Premises. Tenant hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Leased Premises.

5. Use of Leased Premises

a. Limitation on Use

Tenant shall use the Leased Premises solely for railroad administrative purposes, employee check-in, office and storage use in connection with railroad maintenance and operations. It is the intent of the parties that Tenant shall have the right to continue its present use of the Leased Premises for railroad purposes, including outdoor storage of railroad materials to the extent needed for maintenance and operation of the railroad. Parking of licensed vehicles related to railroad administrative purposes, employee check-in, office and storage use in connection with railroad maintenance and operations is permitted.

b. Antidiscrimination and Equal Opportunity

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises, nor shall Tenant or any person claiming under or through it, establish or permit

any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, licensees, employees or vendees in the Leased Premises or the improvements thereon. The foregoing covenants shall run with the land.

Tenant, for itself, its successors and assigns and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the construction of any improvements on the Leased Premises.

The Tenant shall refrain from restricting the rental or lease of the Leased Premises on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All leases, deeds or contracts which Tenant proposes to enter into with respect to the lease, sublease, transfer, use, occupancy, tenure or enjoyment of any land in the Leased Premises shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses which shall be binding on all contracting parties or transferees:

(1) In leases:

"The tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees' subtenants, sublessees or vendees in the premises herein leased."

(2) In contracts:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall any party to this contract, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

c. Prohibited Uses

Tenant shall not do or permit anything to be done in or about the Leased Premises that in any way increases the existing rate of any fire or other insurance on the Leased Premises or any of its contents, or that causes a cancellation of any insurance policy covering the Leased Premises, the Leased Premises or any part of them or any of the contents thereof, or which

constitutes an activity specifically excluded from the Landlord's insurance policy or any insurance Tenant is required by Landlord to obtain, which policies are described in Section 6 of this Lease. Tenant shall not commit or cause to be committed any nuisance or waste in or on the Leased Premises or any law, statute, ordinance or governmental rule or regulation now in force or hereafter in force.

d. Alterations

Except as otherwise provided herein, Tenant shall not make or cause to be made any alterations, repairs, additions or improvements to any part of the Leased Premises, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

6. Insurance

a. Landlord understands that Tenant is self-insured for all public liability and property damage on and to the Leased Premises, and agrees that Tenant shall have the right to continue to be self-insured during the term of this Lease. Tenant shall have no duty to act as an insurer hereunder. The provisions of Section 12 herein shall govern liability as between the parties hereto. Notwithstanding the foregoing or any provision of Section 12, in the event that Tenant maintains any form of excess or umbrella insurance coverage specifically for the Leased Premises (as opposed to coverage applicable to the entire railroad), Landlord shall be named as an additional insured on such excess or umbrella insurance coverage and Tenant shall deliver to the Landlord copies of such policies of insurance and certificates evidencing the existence and amounts of such insurance with loss payable clauses and additional insured endorsements in favor of Landlord and cross-liability endorsements.

7. Damage

a. Partial Damage

In the event the Leased Premises are damaged then Landlord shall have the option either to (1) repair or restore such damage, this Lease continuing in full force and effect and Tenant not being entitled to any abatement or reduction of Rent, or (2) give notice to Tenant at any time within 30 days after such damage terminating this Lease as of a date to be specified in such notice, which date shall be not less than 120 days after giving such notice. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate on such date so specified in such notice and all Rent shall be paid to the date of such termination; provided, however, that Landlord agrees to refund to the Tenant any Rent theretofore paid in advance for any period of time subsequent to such date.

a. Total Destruction

In the event the Leased Premises are totally destroyed or the Leased Premises cannot be restored as required herein under applicable laws and regulations, notwithstanding the

availability of insurance proceeds, this Lease shall be terminated effective the date of the total destruction.

b. Landlord's Obligations

The Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any decorations, partitions, floor covering or any other improvements or property installed in the Leased Premises by Tenant or at the direct or indirect expense of Tenant.

8. Eminent Domain

If all or any part of the Leased Premises shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either Landlord or Tenant shall have the right at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before Tenant may terminate this Lease by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Leased Premises. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or eminent domain proceeding, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and/or for the interruption of or damage to Tenant's business, or for relocation costs.

9. Utilities

Tenant shall pay for all water, gas, heat, electricity services, telephone services and all other services and utilities supplied to the Leased Premises. Tenant shall also pay for Tenant's own telephone service and all other services and/or utilities supplied to the Leased Premises. Landlord shall not be liable in damages or otherwise for any failure, interruption or unavailability of any utility service being furnished to the Leased Premises and no such failure or interruption shall entitle Tenant to terminate this Lease or receive any abatement of Rent hereunder.

10. Taxes

a. Payment of Taxes

Tenant shall pay at least 10 days before due, and before any fine, penalty, interest or cost shall be charged thereon, directly to the appropriate taxing or other governmental authority, all:

(1) Real estate and other ad valorem taxes and assessments of every kind and nature levied and assessed upon the Leased Premises and the underlying realty including, but not limited to, possessory interest taxes assessed against the leasehold interest created hereby and general and special assessments, whether foreseen or unforeseen; and

(2) Taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation on the Leased Premises, (collectively, "Taxes") and Tenant shall deliver to Landlord copies of receipted bills for such Taxes within 15 days after receipt of such bills by Tenant.

b. Personal Property Taxes

If any taxes on Tenant's personal property are levied against Landlord or Landlord's property, or if the assessed value of the Leased Premises is increased by the inclusion of a value placed on Tenant's personal property, and if Landlord pays the taxes on any of these items or the taxes based on the increased assessment caused by these items, Tenant, on demand, shall immediately reimburse Landlord for the sum of the taxes levied against Landlord, or the proportion of the taxes resulting from the increase in Landlord's assessment. Landlord shall have the right to pay these taxes regardless of the validity of the levy.

c. Possessory Interest Tax

Landlord and Tenant agree that this Lease may create a possessory property interest which is subject to property taxation, in which event Tenant shall pay such possessory property taxes, but only if assessed as part of Tenant's central assessment.

11. Laws and Licenses

a. Compliance with Law

Tenant agrees to comply with all zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises and which are applicable to property used by railroad companies in interstate commerce such as Tenant, and any other covenants or restrictions of record.

b. Licenses

Tenant agrees to secure any federal, state or local licenses or permits required in order to use the Leased Premises for the purposes specified hereinabove. Tenant shall secure such licenses and permits before the Commencement Date of this Lease.

12. Indemnity and Exculpation

a. Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, the City of Oxnard (the "City") against any and all claims, liabilities, losses, costs, expenses, including without limitation

attorneys' fees and costs ("Claims or Liabilities") including without limitation those resulting from theft, vandalism, personal injury, disability or death, and even if caused in whole or in part by the passive negligence of Landlord, its agents, staff or employees (e.g., failure to supervise or control, or warn of or remove a condition on or about the Leased Premises) arising from:

- (1) The condition of the Leased Premises and surrounding areas which are used by Tenant and Tenant's employees, staff, consultants, agents, contractors, suppliers, invitees, guests, patrons, licensees, successors and assigns (collectively, "Tenant's Representatives");
- (2) Tenant's use of the Leased Premises;
- (3) Any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; or
- (4) The conduct of Tenant's business operated on or about the Leased Premises or any act or negligence of Tenant, except that Tenant shall not indemnify, defend and hold harmless Landlord from and against any claims to the extent they result solely from the active negligence or willful misconduct of Landlord or Landlord's agents, staff, employees, consultants, officers, successors and assigns (collectively, "Landlord's Representatives").

b. Tenant's Obligation to Defend

In case any action or proceeding be brought against the Landlord by reason of any such claim, Tenant, upon notice from the Landlord, shall defend Landlord at Tenant's expense by counsel reasonably satisfactory to Landlord.

c. Assumption of Risk and Waiver

Tenant, as a material part of the consideration given to Landlord, hereby (1) assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause including, but not limited to, any theft, vandalism, damage, injury to person or death resulting from the condition of the Leased Premises during the Term hereof but excluding any claims (except for those claims arising from Landlord's alleged failure to supervise or control Tenant's actions or Tenant's use of the Leased Premises) arising from the active negligence or willful misconduct of Landlord, and (2) waives all claims in respect thereof against Landlord, and the City.

d. Exemption of Landlord From Liability

Landlord and Tenant agree that Landlord shall not be liable for any injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or by any other person in or about the Leased Premises caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Leased Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures,

whether said damage or injury results from conditions arising upon the Leased Premises or from other sources.

13. Default and Remedies

a. Default

The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (1) Any failure by Tenant to pay any Rent at the time the payment is due:
- (2) The abandonment or vacation (defined to be 10 or more days of continuous absence from the Leased Premises) of the Leased Premises by Tenant:
- (3) The failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for 15 days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within a 15-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;
- (4) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days.

b. Termination

In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such termination. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

- (1) The worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus
- (2) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (3) The worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(4) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

(5) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by law.

(6) As used in subparagraphs 13.b(1) and 13.b(2) above, the "worth at the time of award" is computed by allowing interest at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent. As used in subparagraph 13.b(3) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent.

c. Additional Remedies.

(1) In the event of the vacation or abandonment of the Leased Premises by Tenant (as defined in Section 13.a(2) above), and if Landlord does not elect to terminate this Lease and Tenant's right to possession of the Leased Premises by electing the remedies provided in Section 13.b above, then Landlord may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Rent as it becomes due.

(2) Landlord's entry into the Leased Premises for maintenance purposes or in an attempt to relet the Leased Premises shall not be considered to terminate Tenant's right to possession of the Leased Premises and no entry of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord may at any time after any default by Tenant elect to terminate this Lease pursuant to Section 13.b above.

(3) The rights of Landlord under this Lease shall be cumulative to all other rights or remedies now or hereafter available to Landlord at law or in equity.

14. Maintenance/Repair

a. Tenant's Obligations

Tenant, at its sole cost and expense, shall keep, maintain and, if necessary, repair all portions of the Leased Premises as well as all improvements on the Leased Premises and all facilities appurtenant to the Leased Premises in good order and repair, including without limitation the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate or other glass, floor covering, interior ceiling and walls, all electrical equipment, all heating, ventilation, exhaust, make-up and air conditioning equipment, all plumbing, sewage and sprinkler systems, if any, and all other equipment installed in or located outside of the Leased Premises but otherwise exclusively serving the Leased Premises. Tenant's obligations under this section shall be deemed fulfilled if Tenant maintains the Leased Premises and improvements in

substantially the same condition as existing as of commencement of this Lease, subject to ordinary wear and tear.

b. Maintenance of Glass

Notwithstanding anything which may be or appear to be herein to the contrary, Tenant shall, at its own cost and expense, repair and replace any plate or other glass in any window on the Leased Premises that is broken for any reason. Should Tenant fail to repair or replace any broken glass within two days after same is broken, Landlord may, without notice to Tenant, replace or repair such glass and Tenant shall immediately reimburse Landlord as Additional Rent for the cost thereof together with interest on such cost at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent from the date the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant.

c. Waiver by Tenant

Landlord shall have no obligation to repair or maintain the Leased Premises or improvements constructed therein except as provided in this Lease. Tenant hereby waives all right to make repairs at the expense of Landlord as provided for in any statute or law in effect at the time of execution of this Lease (including Section 1942 of the Civil Code of the State of California) or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this Lease.

15. Landlord's Right of Entry

Tenant shall permit Landlord or Landlord's Representatives to enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease or to perform Landlord's duties under this Lease. Landlord shall at all times remain no less than twenty-five (25) feet away from the nearest live railroad track while on the Lease Premises unless arrangements have been made with Tenant to supply a qualified flagperson to warn of the movement of trains. Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding tenants vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open the doors in an emergency, the existence of which shall be determined by Landlord in its sole discretion, in order to obtain entry to the Leased Premises. Any entry to the Leased Premises obtained by Landlord by any of such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

16. Transfers

a. Assignment and Subletting

Tenant shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in

the Leased Premises, and shall not sublet, franchise, or license all or any part of the Leased Premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void. Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if in Landlord's discretion and opinion the quality or character of the business operation conducted on the Leased Premises is or may be in any way adversely affected during the term of the Lease by such proposed assignment, license, franchise, transfer, mortgage, encumbrance or subletting, or if the financial worth, capability and/or liquidity of the proposed new tenant is less than that of Tenant at the time of the execution of this Lease.

b. Bankruptcy

In the event that Tenant files any type of petition in bankruptcy or has same filed against it and Landlord does not elect to terminate this Lease or is deemed to have waived its right to terminate this Lease, and in the event that the trustee or receiver appointed by the bankruptcy court attempts to assume this Lease and thereupon or otherwise assign it to a third party, then:

- (1) Such assignee shall have a net worth at least equal to that of the Tenant at the time of execution of this Lease;
- (2) The business of the assuming third party shall be consistent with the character and concept of the uses of the Leased Premises; and
- (3) All other provisions of 11 U.S.C. 365, as well as other bankruptcy law provisions for Landlord's protection, shall be satisfied before any assignment of Tenant's rights, or assumption of Tenant's obligations under this Lease. This subsection shall not be deemed to waive any of Landlord's rights under bankruptcy law or otherwise.

c. Effect of Assignment

No approved subletting or assignment shall relieve Tenant of its obligation to pay all Rent and to perform all of the other obligations to be performed by Tenant hereunder. Tenant shall pay Landlord for Landlord's attorneys' fees for the review of any proposed assignment or sublease as provided herein. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer and such acceptance of rent shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

17. Option to Extend

Tenant shall have the option to extend this Lease beyond the original Term ("Option to Extend") for two 5-year periods (each an "Option Term"), provided that Tenant is not in

breach of any provision of this Lease at the time of exercise of the Option to Extend. This Option to Extend applies only to the area designated as "Area B" on Exhibit A to this Lease. Tenant shall give notice to Landlord in writing at least 90 days prior to the end of the Term of this Lease or the first Option Term, as applicable, that Tenant desires to exercise the Option to Extend. To determine the Rent for Area B during each Option Term, Landlord and Tenant shall each select an appraiser or real estate broker qualified to appraise real estate rental values in the Oxnard/Ventura area and the real estate brokers so selected shall determine the fair market rent for Area B as of the date on which the Option Term will commence. If the difference in the fair market rentals as determined by each appraiser or broker independently of the other is within ten (10%) percent of the lower rental value, the Rent shall be the average of the two rental values. If the difference in the fair market rentals as determined by each appraiser or broker is greater than ten (10%) percent of the lower value, the parties will jointly retain a third appraiser/broker whose determination of the fair market rental shall be binding on the parties. The Rent shall be adjusted annually during each Option Term upon each and every anniversary of the date on which the Option Term commenced, to reflect the increase, if any, in the Consumer Price Index ("CPI") for All Urban Consumers, Los Angeles-Riverside-Orange Counties between the date on which the Option Term commenced and the first anniversary thereof, and likewise, to reflect any additional annual increase in the CPI between such adjustment date and each successive anniversary thereafter. In no event, however, shall any annual adjustment in the Rent, as a result of an increase in the CPI, result in a decrease in the Rent or an increase in the Rent exceeding an amount equal to 4% of the immediately preceding rental rate. During the Option Term, all terms of the original Lease document will continue to be in full force and effect with the exception of Section 3.

18. Attorneys' Fees

In case of any action or proceeding brought by either Landlord or Tenant against the other under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred from the nonprevailing party.

19. Notices

a. All communications, notices and demands of any kind that either Landlord may be required or desires to give to or serve on the other shall be made in writing and delivered personally or sent by registered or certified mail or Federal Express (or other like overnight delivery service) to the following addresses:

To Landlord: City of Oxnard
Department of Public Works
305 West Third Street
Oxnard, CA 93030
Attn: Cynthia Daniels
Project Manager

With a copy to: Gary Gillig
City Attorney

City of Oxnard
300 West Third Street
Oxnard, CA 93030

Tenant: Director Field Operations
Western Region (File 1564-51)
Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

With a copy to: General Contract Counsel
Union Pacific Railroad Company
1400 Douglas St., Mail Stop 1580
Omaha, Nebraska 68179
402-544-4468
Fax: (402) 501-0132

- b. Any such notice shall be presumed to have been received on the earlier of:
- (1) Personal delivery to the address(es) shown above;
 - (2) One day after delivery to Federal Express or other like overnight delivery service; or
 - (3) Forty-eight hours after posting in the United States mail. Either Landlord or Tenant may change its address by giving the other written notice of its new address.

20. Subordination

Upon request of Landlord or any mortgagee or beneficiary of Landlord, Tenant shall, in a writing provided by Landlord or any mortgagee or beneficiary of Landlord, subordinate its rights hereunder to the lien of any mortgage or deed of trust or ground lease ("Mortgage"), now or hereafter in force against the Leased Premises and to all advances made or hereafter to be made upon the security thereof, provided that such Mortgage shall not materially impair Tenant's rights under this Lease, or impose any additional obligations upon Tenant. Tenant further agrees, upon request of Landlord or any mortgagee or beneficiary of Landlord, to provide to Landlord and/or any such mortgagee or beneficiary, financial statements of Tenant and the principal owners of Tenant within 10 days after request therefor.

21. Attornment

In the event any proceedings are brought for the foreclosure of any mortgage or deed of trust encumbering the Leased Premises, or any portion thereof, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Lease.

22. Surrender

By entry hereunder, Tenant accepts the Leased Premises as being in good and sanitary order, condition and repair and agrees on the last day of the Term, or sooner termination of this Lease, to surrender unto Landlord the Leased Premises with appurtenances in the same condition as when received, reasonable use and wear excepted, and to remove all of the Tenant's personal property from the Leased Premises. Tenant shall, upon the request of Landlord, remove from the Leased Premises those trade fixtures and other improvements identified by Landlord and installed in the Leased Premises by or at the direction of Tenant, and Tenant shall repair any damage occasioned by such removal.

23. Estoppel Certificate

Within ten (10) days after request by Landlord (which request may be from time to time as often as reasonably required by Landlord), Tenant shall execute and deliver to Landlord a statement substantially in the form of Exhibit "B", attached hereto and incorporated herein by this reference. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer, of the Leased Premises. Tenant's failure to deliver such statement within 10 days of Landlord's written request therefor shall be a binding agreement of Tenant:

- a. That this Lease is in full force and effect without modification except as may be represented by Landlord;
- b. That there are no uncured defaults in Landlord's performance hereunder; and
- c. That not more than one monthly installment of Rent has been paid in advance.

Such failure to deliver such certificate (showing any exceptions to any of the statements of fact required thereby) shall be a material default under this Lease.

24. Signs

Tenant shall not erect or install any signs or advertising media or window or door lettering or placards without Landlord's prior written consent and any sign permit or other permit required by the Oxnard City Code. Any existing signage may be maintained in its existing condition by Tenant. All communication facilities required for railroad operations may be installed and maintained by Tenant at its discretion.

25. Binding on Successors and Assigns

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant, their heirs, personal representatives, and permitted successors and assigns.

26. Waivers

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

27. Entire Agreement

There are no oral or written agreements or representations between the Landlord or Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Landlord or Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either Landlord or Tenant with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease.

28. Amendments

Landlord and Tenant agree that the term and conditions of the Lease may be revised or modified at anytime. Any modifications to this Lease shall be effective only when agreed to in writing by both Landlord and Tenant.

29. Time

Time is of the essence of this Lease.

30. No Broker

Tenant represents and warrants that Tenant has dealt with no real estate brokers, leasing agents or finders in connection with or arising out of any of the transactions contemplated by this Lease, and covenants and agrees to indemnify, defend and save Landlord harmless from any and all losses, liability, damages and expenses (including reasonable attorneys' fees and costs), that may arise from a breach of this representation and warranty.

31. Severability

If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. Landlord and Tenant intend that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

32. Applicable Law

The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

33. Tenant as Legal Entity

a. Tenant as Corporation

In the event Tenant (or a general partner of Tenant) shall be a corporation, the persons executing this Lease on behalf of such corporation hereby covenant, represent and warrant that such corporation is a duly constituted corporation in good standing and qualified to do business in the State of California; all franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due; and such persons are duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

b. Tenant as Partnership

In the event Tenant is a partnership, the persons executing this Lease on behalf of Tenant hereby represent and warrant that Tenant is duly organized and validly existing and is qualified to do business in the State of California; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are authorized to execute and deliver this Lease on behalf of the partnership.

34. Waiver of Redemption Rights

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

35. No Reservation or Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a lease only upon execution thereof by Landlord and Tenant.

36. Counterparts

This Lease may be executed in counterparts, each of which shall be deemed to be an original document.

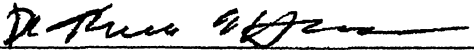
37. Captions

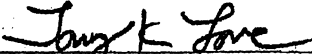
The captions of the sections of this Lease or any exhibits or riders attached hereto are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

LANDLORD
CITY OF OXNARD

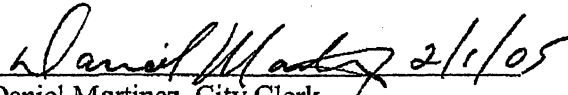
TENANT
UNION PACIFIC RAILROAD COMPANY


Dr. Thomas E. Holden, Mayor


GENERAL MANAGER-REAL ESTATE

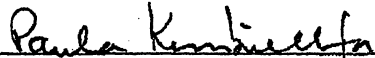
TONY K. LOVE

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:


Gary L. Gillig, City Attorney


Sandra Rosales, Acting Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:


Granville M. Bowman, Public Works Director

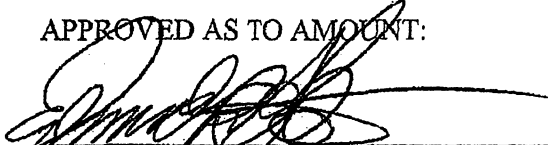
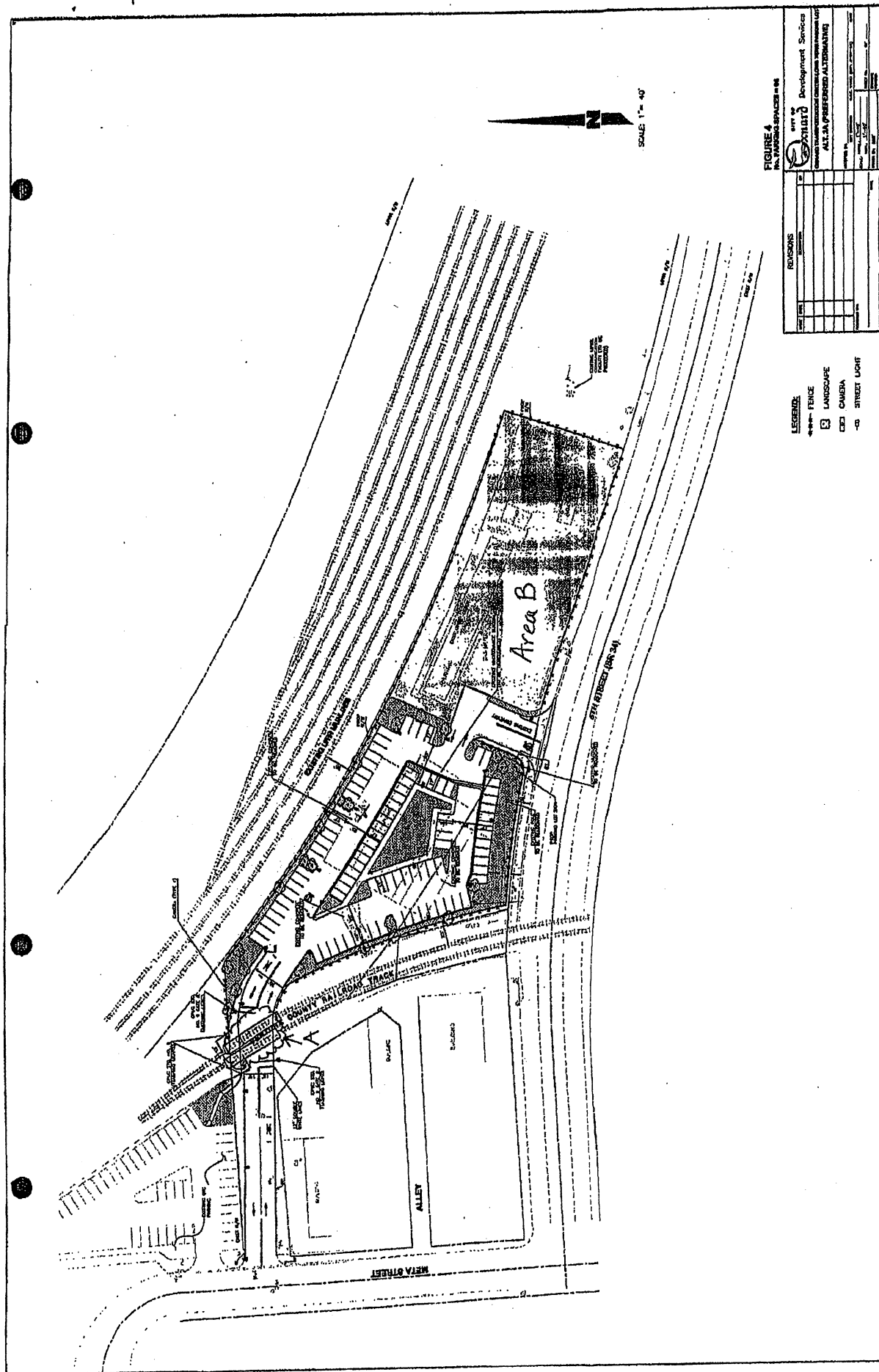

Edmund F. Sotelo, City Manager

EXHIBIT A

TO BE ATTACHED.



LEGAL DESCRIPTION OF "AREA B"

That portion of Subdivision No. 31, Rancho el Rio de Santa Clara o' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain partition map filed in the office of the County Clerk of said County in that certain action entitled "Thomas Scott, et al., Pltffs. vs. Rafael Gonzales, et al., Defts.", described as follows:

BEGINNING at a point on the Northeasterly line of East Fifth Street, 90 feet wide, at the intersection of said Northeasterly line with the Easterly line of that certain parcel of land described in the deed recorded as Instrument No. 20050330-0076332 in the office of the County Recorder of said County; said point being on a curve concave Northeasterly, having a radius of 2205.00 feet, a radial bearing to said curve at said point bears South 21°40'01": West; thence

1st: Northwesterly 70.11 feet along said curve through a central angle of 01°49'18";
thence continuing along said right of way,

2nd: North 66°30'41" West 144.68 feet to the beginning of a curve concave
Southwesterly, having a radius of 945.00 feet; thence

3rd: Northwesterly 64.18 feet; thence

4th: North 27°29'51" East 78.30 feet; thence

5th: North 62°30'09" West 40.12 feet; thence

6th: North 27°29'51" East 70.48 feet to a point on a curve concave Northeasterly,
having a radius of 1781.42 feet, a radial bearing to said curve at said point bears North
31°49'11" East; thence

7th: Southeasterly 308.38 feet along said curve through a central angle of 09°55'06";
thence

8th: South 23°01'48" West 130.26 feet to the **POINT OF BEGINNING**.

Containing 39,499 square feet, more or less.

EXHIBIT "B"
ESTOPPEL CERTIFICATE

RE: Lease dated _____ by and between _____
"Landlord" and _____ "Tenant" for the Premises located at _____.

1. The term of the Lease commenced on _____.
2. The term of the Lease shall expire on _____.
3. The Lease (Initial one): has _____ has not _____ been amended, modified, supplemented, extended, renewed or assigned.
4. That the basic monthly rental now in full force and effect is \$ _____.
5. That the amount of security deposit (if any) is: \$ _____.
6. That the building improvements and specific requirements to be fulfilled by Landlord according to the aforesaid Lease have been satisfactorily completed in all respects.
7. That the Landlord has fulfilled all of its duties of an inducement nature and is not in default in any manner in the performance of any of the terms, covenants or provisions of said Lease.
8. Tenant has no right to any concessions (rental or otherwise) or similar compensation in connection with renting the Premises it occupies, except as provided in the Lease.
9. Except as may be specifically set forth in the Lease, Tenant does not have any right to renew or extend the term of the Lease nor any option or preferential right to purchase all or any part of the leased Premises or all or any part of the building and Premises of which the leased Premises are a part, nor any right, title or interest with respect to the leased Premises other than as Tenant under the Lease.
10. Tenant understands that _____ may purchase or acquire (or lend money pursuant to a Promissory Note and Deed of Trust secured by) the Premises known as _____ and that if it does so, its action will be in material reliance upon this Certificate.

The undersigned Tenant and Landlord hereby certify that the above information is true and correct and that _____ may rely upon said information.

Tenant:

Landlord:

By _____

By _____

Date _____

Date _____

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), ASSIGNS AND TRANSFERS to CITY OF OXNARD, a municipal corporation of the State of California ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to that certain Underground Telegraph or Telephone Crossing Agreement dated October 20, 1954 between Southern Pacific Company (predecessor in interest to Assignor) and The Pacific Telephone and Telegraph Company, identified in the records of Assignor as Audit No. 105373 (the "License") to the extent the License affects the real property ("Property") described in Exhibit A.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the License as it relates to the Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the License as it relates to the Property on and after the date hereof, or (2) claims under the License as it relates to the Property by the licensee named in the License accruing on and after the date hereof.

This assignment is made and accepted without recourse against Assignor as to the performance by any party under such License.

All exhibits attached to this Agreement are incorporated herein for all purposes.

Dated the ____ day of February, 2005.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: 
Title: GENERAL MANAGER-REAL ESTATE
 TONY K. LOVE

CITY OF OXNARD, a municipal corporation
of the State of California

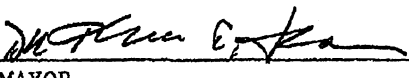
By: 
Title: MAYOR

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY ATTACHED

EXHIBIT A

THAT PORTION OF SUBDIVISION 31, RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN AN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL. DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 27, FIFTH STREET ADDITION TO OXNARD, AS PER MAP RECORDED IN BOOK 5, PAGE 14 ½ OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID MAP, ALSO BEING THE SOUTHWESTERLY RIGHT OF WAY LINE OF S.P.R.R. RIGHT OF WAY AS SHOWN ON SAID MAP, THE FOLLOWING COURSES:

1. NORTH 56°32'52" WEST 103.40 FEET;
2. NORTH 53°40'52" WEST 103.40 FEET;
3. NORTH 50°30'52" WEST 8.35 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 937.87 FEET, A RADIAL BEARING TO SAID CURVE BEARS NORTH 75°06'03" EAST;

THENCE LEAVING SAID NORTHEASTERLY LINE AND SAID RIGHT OF WAY NORTHWESTERLY 73.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°27'47" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 897.03 FEET; THENCE NORTHWESTERLY 73.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°43'25" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 682.00 FEET; THENCE NORTHWESTERLY 36.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°05'17"; THENCE ALONG A NONTANGENT LINE SOUTH 89°24'49" EAST 54.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY 3.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°12'13" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1781.42 FEET, A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 41°47'24" EAST; THENCE SOUTHEASTERLY 620.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°58'19"; THENCE SOUTH 23°01'48" WEST 130.26 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF EAST FIFTH STREET (90 FEET WIDE), SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2205.00 FEET, A RADIAL BEARING TO SAID CURVE AT SAID POINT BEARS SOUTH 21°40'01" WEST; THENCE NORTHWESTERLY 70.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'18"; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES:

1. NORTH 66°30'41" WEST 144.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 945.00 FEET;
2. NORTHWESTERLY 127.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°43'42" TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC COMPANY IN BOOK 1652 PAGE 202 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHEAST LINE BEING A NONTANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET, A RADIAL BEARING TO SAID CURVE BEARS SOUTH 15°45'51" WEST;
THENCE NORTHEASTERLY 20.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°21'32"; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 27°24'19" EAST 19.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.86 ACRES, MORE OR LESS.

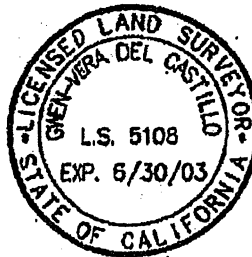
SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 21ST DAY OF FEBRUARY, 2002.

Gwen-Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/03



JOB #: 100-050
 DATE: 2/20/02
 SCALE: 1"=100'
 SHEET 1 OF 1

OXNARD TRANSPORTATION CENTER

EXHIBIT B

COAST SURVEYING, INC.
 2441 POW AVENUE, SUITE A
 LUSTIG, CALIFORNIA 92704-7244 (714) 734-0184

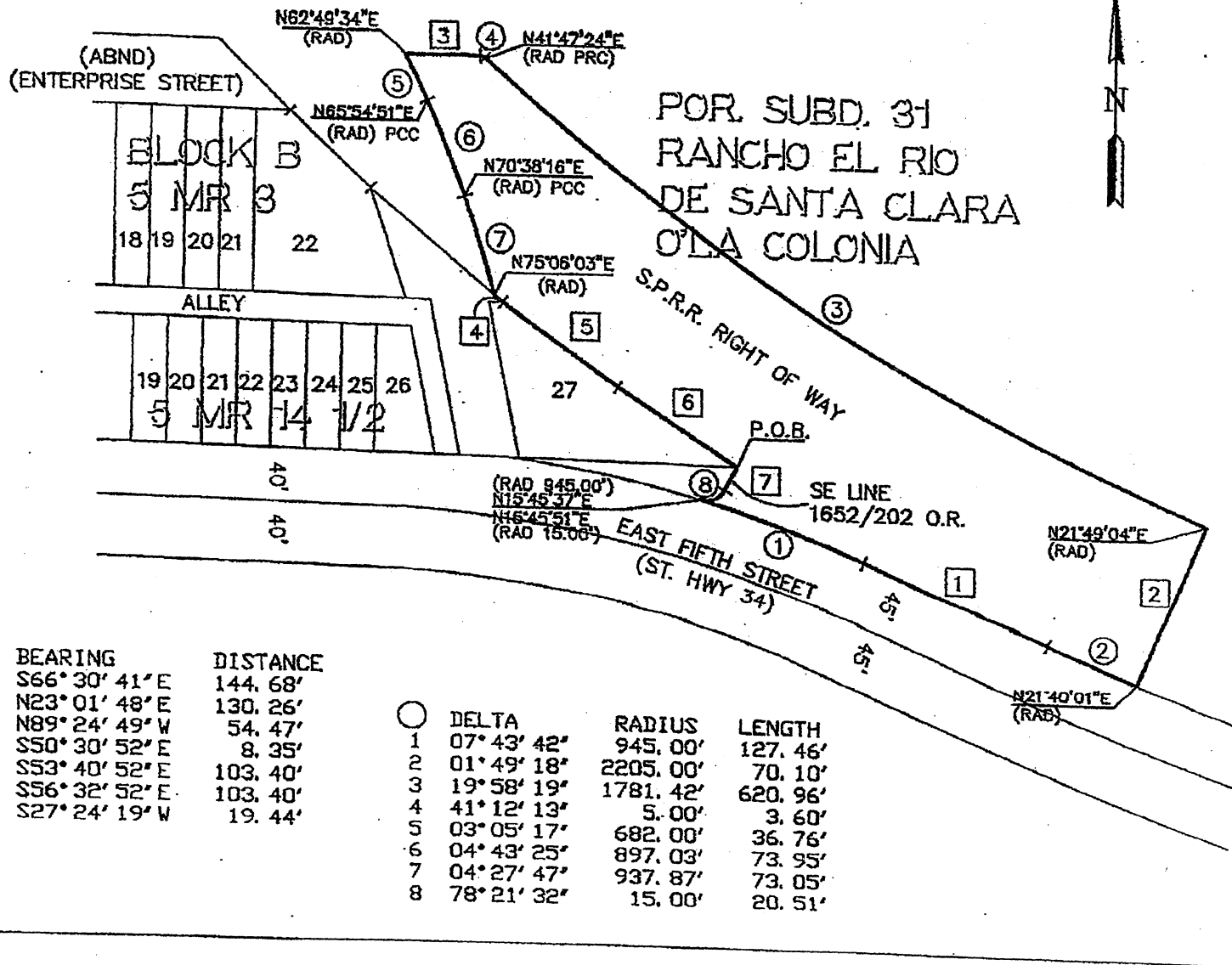


EXHIBIT A

THAT PORTION OF SUBDIVISION 31, RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN AN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL. DEFTS." DESCRIBED AS FOLLOWS:

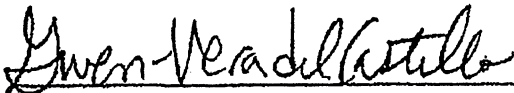
BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 27, OF THE FIFTH STREET ADDITION TO OXNARD, AS PER MAP RECORDED IN BOOK 5, PAGE 14 1/4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 27 SOUTH 88°47'52" EAST 158.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE SOUTH 27°24'19" WEST 19.44 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY 20.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°21'32" TO THE NORTHERLY LINE OF EAST FIFTH STREET (CALIFORNIA STATE HIGHWAY 34), SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 945.00 FEET, A RADIAL TO SAID CURVE AT SAID POINT BEARS NORTH 15°45'37" EAST; THENCE NORTHWESTERLY 134.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°09'48"; THENCE NORTH 07°37'10" EAST 0.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 2006 SQUARE FEET, MORE OR LESS.

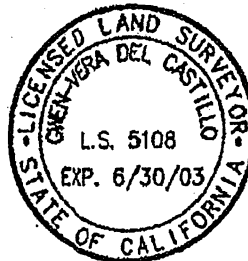
SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 15TH DAY OF JUNE, 2001.



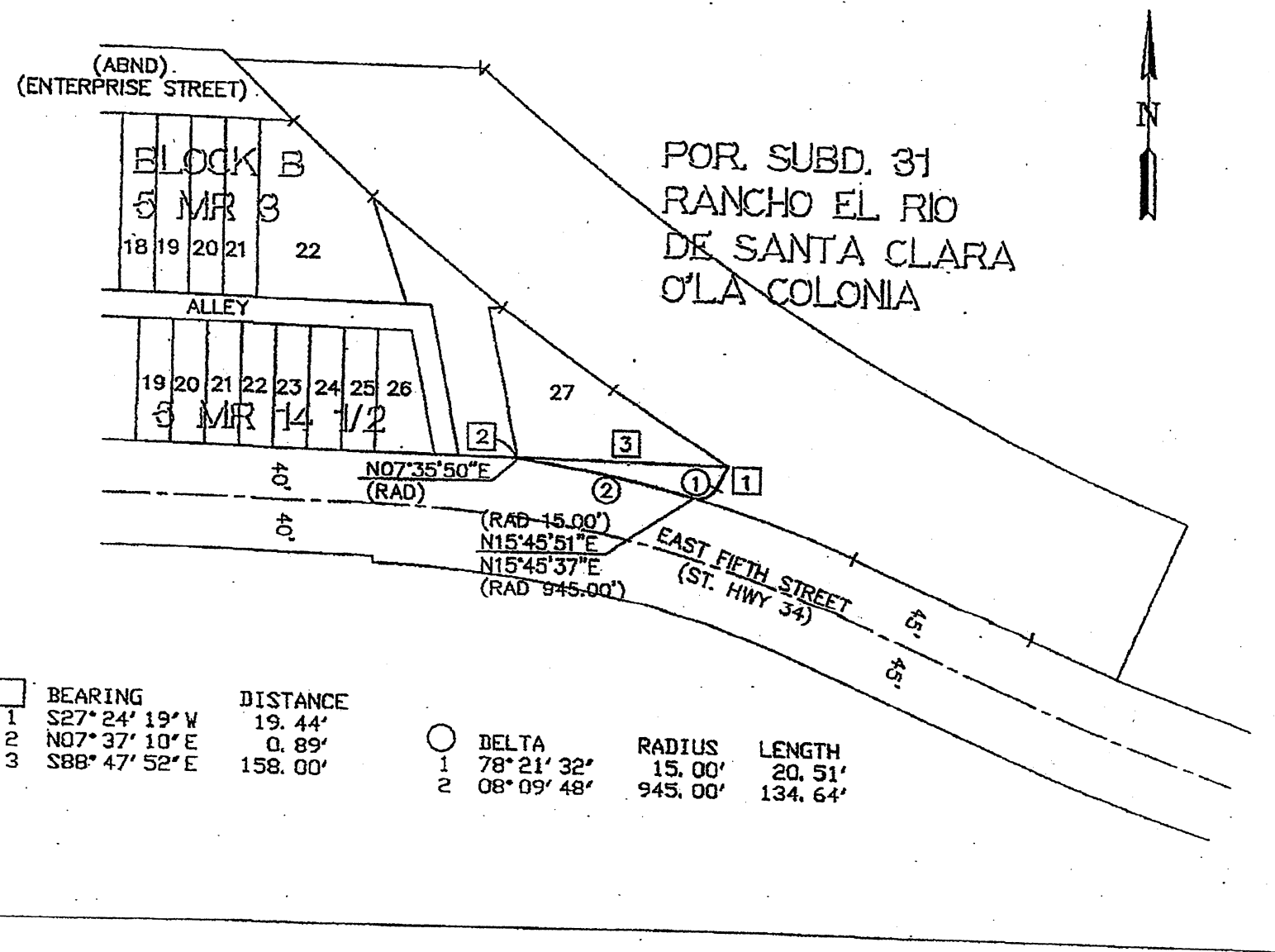
GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/03



JOB #: 100-050
 DATE: 6/15/01
 SCALE: 1"=100'
 SHEET 1 OF 1

EXHIBIT B
 OXNARD TRANSPORTATION CENTER

COAST SURVEYING, INC.
 2681 DOW AVENUE, SUITE A
 TUSTIN, CALIFORNIA 92780-7244 (714) 731-0184



BEARING	DISTANCE
1 S27°24'19"W	19.44'
2 N07°37'10"E	0.89'
3 S88°47'52"E	158.00'

DELTA	RADIUS	LENGTH
1 78°21'32"	15.00'	20.51'
2 08°09'48"	945.00'	134.64'



EXHIBIT A

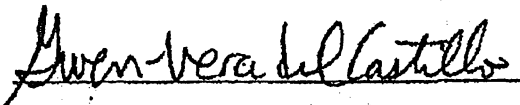
ALL OF LOT 27, FIFTH STREET ADDITION TO OXNARD, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 14 ½ OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 9377 SQUARE FEET, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

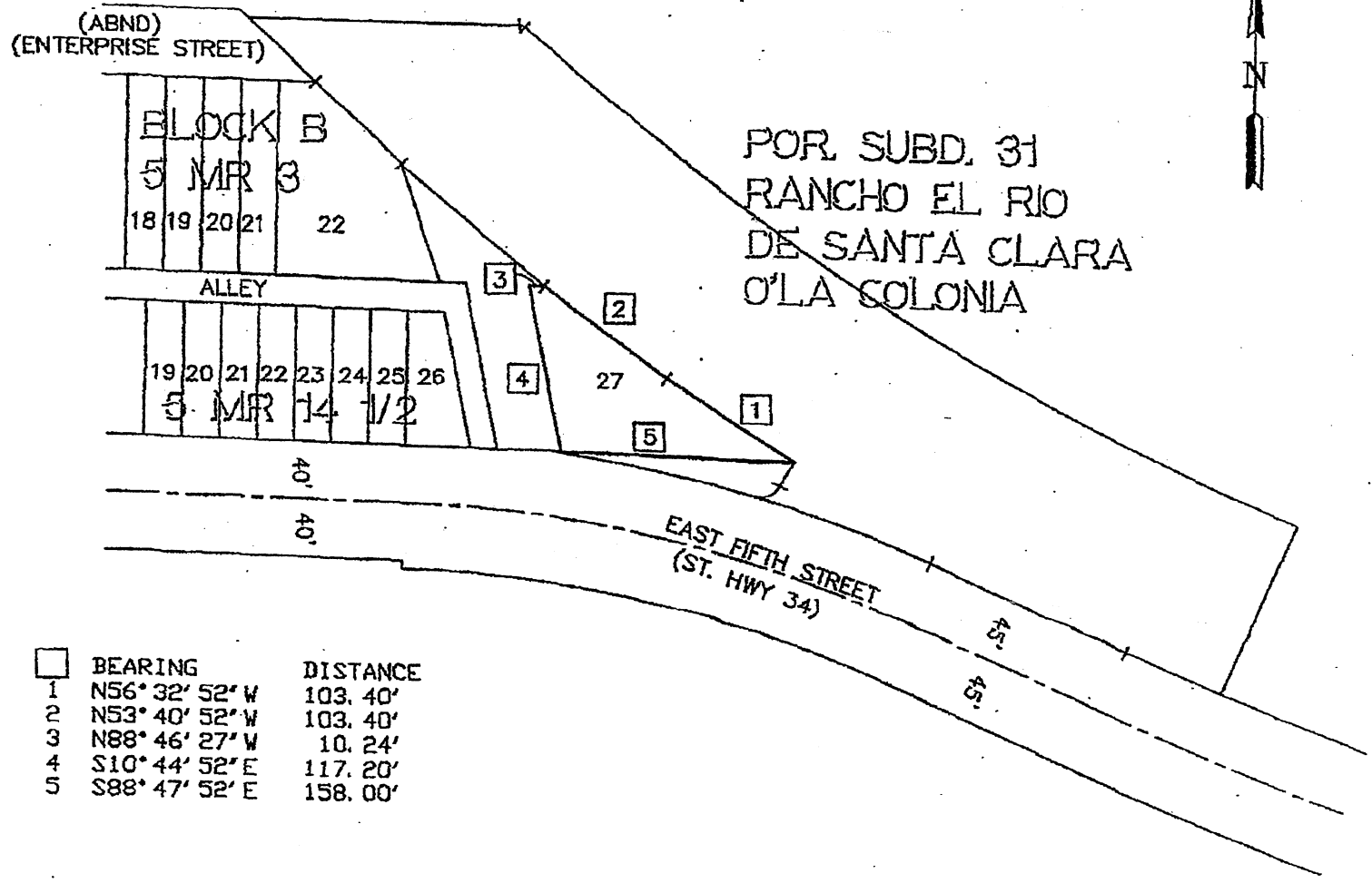
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 15TH DAY OF JUNE, 2001.



GWEN-VERA DEL CASTILLO, PLS 5108
REGISTRATION EXPIRES 6/30/03





	BEARING	DISTANCE
1	N56° 32' 52" W	103.40'
2	N53° 40' 52" W	103.40'
3	N88° 46' 27" W	10.24'
4	S10° 44' 52" E	117.20'
5	S88° 47' 52" E	158.00'

JOB # 100-050
DATE: 6/15/07
SCALE: 1"=100'
SHEET 1 OF 1

EXHIBIT B
OXNARD TRANSPORTATION CENTER

COAST SURVEYING, INC.
2601 DOW AVENUE, SUITE A
TUSTIN, CALIFORNIA 92780-7244
(714) 754-0161

November 21, 2011

Luly Lopez
City of Oxnard
City Office – Dept of Public Works
Department of Public Works
305 West Third Street
Oxnard, CA 93030

FIRST AMENDMENT TO LEASE

This First Amendment to Lease made as of the 16th day of December 2011, by and between the City of Oxnard ("Landlord") and Union Pacific Railroad Company, a Delaware corporation ("Tenant").

Whereas, Landlord and Tenant have executed a Lease dated February 1, 2005, with Expiration Date of March 30, 2007 and exercised Option to Extend through March 30, 2012 by and between Landlord and Tenant and Tenant leased from Landlord the premises located at 255 and 273 East Fifth Street, Oxnard, California.

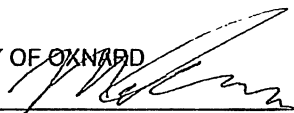
Tenant desires that Landlord amend Lease to a month to month term at a rent of \$4,000 per month. Tenant will terminate lease with 60 days written notice to Landlord. All terms and conditions of the Lease will remain in full force and effect during the extension term other than the new and/or revised terms as set forth in this Lease Amendment.

In witness Whereof, the parties hereto have caused these presents to be executed the day and year first above written.

LANDLORD:

CITY OF OXNARD

BY

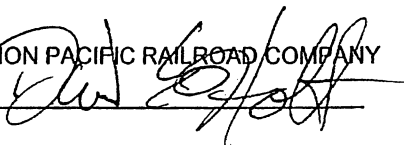


DATE 2.1.2012

TENANT:

UNION PACIFIC RAILROAD COMPANY

BY



DATE 2.2.12

Cc: Gary Gillig, City Attorney





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

DATE: June 21, 2022

TO: City Council

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

SUBJECT: Authorize the Assessment and Collection of Fees within the Oxnard Downtown Management District for Fiscal Year 2022-23.

RECOMMENDATION

That the City Council adopt a resolution authorizing the assessment and collection of fees within the Oxnard Downtown Management District (the "District") for Fiscal Year (FY) 2022-23.

(This item did not originate in Committee.)

BACKGROUND

The Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement districts (the "PBIDs") to promote enhanced economic revitalization and physical maintenance of these commercial districts. The Law authorizes cities to assess and collect fees on real property within such districts for the purpose of making improvements and promoting activities that specifically benefit real property within such districts.

On July 16, 2019, the Oxnard City Council re-established the Oxnard Downtown Management District (the "District") for a five-year period (FY 2019-20 – FY 2024-25). Annually, the City Council adopts a resolution approving the assessment and collection of fees on real property within the District. The proposed fees will be used to finance various improvements and activities that support the District, such as; enhanced maintenance and security, business development, beautification and related management.

Using the formula identified in the City Council approved Oxnard Downtown Management Plan, the proposed assessment will generate \$502,357.00 in revenue for the District. Based on the proposed assessment, \$351,363.39 will be charged to private owners and \$150,993.61 to public agencies. The proposed FY 2022-23 assessment fees were not increased from the previous year.

Although the name of the organization managing the District changed to Downtown Oxnard Improvement Association (DOIA), the name of the District as it appears on the property tax bill continues to be Oxnard Downtown Management District.

STRATEGIC PRIORITIES

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

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and

increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

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

FINANCIAL IMPACT

The City will be responsible for submitting to the County of Ventura an annual assessment roll for the District for FY 2022-23. Any assessed non-City public agencies, for which the County does not bill a District assessment, will receive a handbill from the City. The District assessment revenues collected by the County and paid to the City will be remitted to the Downtown Oxnard Improvement Association, who is the corporation that manages the District, at a minimum of twice a year.

The Community Development Commission Successor Agency ("Successor Agency") will be responsible for the assessments of properties owned by the former Redevelopment Agency/Community Development Commission ("CDC"), and the City will be responsible for properties owned by the City, Housing Authority, and Parking Authority. The Successor Agency's 2022-23 PBID Assessment is approximately \$5,070.35 and is an approved item on the 2022-23 Annual Recognized Obligation Payment Schedule ("ROPS"). The City's 2022-23 PBID Assessment is approximately \$145,923.26. The Recommended FY 2022-23 Budget will include \$145,923.26 in account 101-8210-801.85-28 for the City's share of these assessments.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. ODMC Assessment Resolution
2. 2022-23FY Assessment Roll
3. 2022 ODMC Assessment Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD APPROVING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022-23 WITHIN THE OXNARD DOWNTOWN MANAGEMENT DISTRICT, PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7

Of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the “Law”), authorizes cities to establish property and business improvement Districts “PBIDS”) within business districts to promote the economic revitalization and Physical maintenance of such districts; and

WHEREAS, the Law authorizes cities to levy and collect assessments on real Property within such districts for the purpose of providing improvements and promoting Activities that specially benefit real property within such districts; and

WHEREAS, on July 16, 2019, the Oxnard City Council re-established for a five-year period the property and business improvement district named the Oxnard Downtown Management District (the “District”); and

WHEREAS, it is necessary for the City Council to adopt a resolution to levy and Collect assessments in the District for each of the five years.

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

Section 1. The levy and collection of assessments against lots and parcels of real Property within the District for fiscal year 2022-23 is ordered as shown on Exhibit “A,” attached hereto and incorporated herein by reference.

Section 2. The proposed improvements and activities for the District include providing street, sidewalk, alley and parking lot cleaning and other municipal services supplemental to those normally provided by the City; a public safety/ambassador guide program; promotions and marketing; expansion of thematic physical amenities throughout Downtown and other improvements and activities which benefit businesses and real Property located in the District.

Section 3. The assessment to be levied and collected for fiscal year 2022-23 is \$502,357.00 which reflects a rate increase of 0 (zero) percent over the previous fiscal year. Of the total Assessments to be levied, \$351,363.39 is to be charged to private owners and \$150,993.61 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed two percent per year. There is no increase in the assessment for the fiscal year 2022-23.

Section 4. The City of Oxnard Chief Financial Officer is hereby authorized to Request County of Ventura to collect assessments for the District for Fiscal Year 2022-23.

Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of the Resolution and the Report to the Ventura County Auditor, as may be required to place said assessment on the secured property tax roll for the Fiscal Year 2022-23.

PASSED AND ADOPTED this _____ day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairperson

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen Fischer, City Attorney

EXHIBIT A
OXNARD DOWNTOWN MANAGEMENT DISTRICT
2022-23 ASSESSMENT ROLL

APN	2022-23 ASSMT
2010113110	\$3,894.03
2010160010	\$690.00
2010160020	\$653.49
2010160030	\$1,840.50
2010160040	\$490.89
2010160050	\$909.00
2010160060	\$459.00
2010160070	\$774.00
2010160080	\$715.50
2010160090	\$690.75
2010160100	\$780.00
2010160110	\$963.90
2010160120	\$810.00
2010160130	\$1,332.00
2010160170	\$1,572.75
2010160180	\$1,782.83
2010160190	\$1,019.94
2010160200	\$1,985.10
2010160220	\$1,147.14
2010160250	\$1,152.75
2010160260	\$2,225.78
2010211010	\$2,000.25
2010211040	\$488.01
2010211110	\$893.25
2010211120	\$756.90
2010211130	\$573.45
2010211140	\$573.45
2010211155	\$573.45
2010211170	\$1,902.27
2010211180	\$1,391.40
2010211190	\$1,616.82
2010211200	\$1,653.75
2010211210	\$1,655.10
2010211225	\$458.82
2010211230	\$683.82
2010211300	\$586.05
2010211360	\$1,174.07
2010211380	\$1,380.00
2010212010	\$1,582.76
2010212020	\$1,366.44
2010212030	\$1,359.69
2010212060	\$1,292.19
2010212070	\$1,450.13
2010212140	\$1,344.15
2010212150	\$3,066.90
2010212165	\$1,665.38
2010212170	\$1,709.25
2010212180	\$1,012.50
2010212190	\$1,042.50

2010212200	\$768.75
2010212230	\$1,224.69
2010212260	\$1,862.27
2010212270	\$1,464.00
2010213010	\$1,218.95
2010213020	\$739.83
2010213030	\$916.68
2010213075	\$571.08
2010213080	\$1,232.04
2010213090	\$1,299.66
2010213100	\$670.68
2010213110	\$244.00
2010213120	\$61.00
2010213130	\$1,131.00
2010213140	\$591.17
2010213150	\$555.02
2010213160	\$2,578.43
2010214010	\$828.00
2010214020	\$3,229.59
2010214030	\$2,263.80
2010214040	\$2,840.36
2010271030	\$670.68
2010271040	\$633.75
2010271060	\$690.00
2010271070	\$891.75
2010271080	\$1,254.00
2010271090	\$615.00
2010271100	\$840.00
2010271110	\$840.00
2010271160	\$244.00
2010271170	\$1,434.93
2010271180	\$2,899.20
2010272010	\$1,157.69
2010272020	\$630.00
2010272030	\$630.00
2010272040	\$61.00
2010272050	\$870.00
2010272060	\$1,762.50
2010272070	\$825.00
2010272080	\$825.00
2010272090	\$1,042.50
2010272100	\$1,702.50
2010272110	\$972.95
2010272120	\$1,334.36
2010272140	\$615.00
2010272150	\$1,767.00
2010272160	\$827.63
2010272170	\$840.00
2010272180	\$1,458.75
2010272190	\$61.00
2010272200	\$577.50
2010272210	\$465.00

2010272220	\$1,239.00
2010272230	\$1,796.43
2010360110	\$1,717.26
2020081010	\$1,455.00
2020081020	\$825.00
2020081100	\$1,233.00
2020081160	\$825.00
2020081170	\$1,455.00
2020081180	\$840.00
2020081190	\$840.00
2020081200	\$840.00
2020081210	\$840.00
2020081220	\$840.00
2020081230	\$1,470.00
2020081240	\$627.00
2020081250	\$840.00
2020081260	\$840.00
2020081270	\$840.00
2020081280	\$840.00
2020081290	\$840.00
2020083030	\$1,354.20
2020083040	\$61.00
2020083050	\$1,636.10
2020083060	\$1,178.58
2020083070	\$1,407.42
2020083210	\$2,335.26
2020083220	\$900.00
2020085030	\$826.88
2020085040	\$886.97
2020085050	\$3,609.39
2020085190	\$828.75
2020085200	\$2,004.00
2020091100	\$825.00
2020091370	\$1,890.00
2020091380	\$1,043.10
2020091390	\$12,241.17
2020091400	\$3,830.76
2020092030	\$474.00
2020092040	\$741.00
2020092050	\$1,271.18
2020092060	\$1,296.69
2020092070	\$2,400.00
2020092120	\$825.00
2020092130	\$1,338.81
2020092140	\$2,265.00
2020092170	\$6,234.63
2020092180	\$2,137.50
2020092190	\$2,969.09
2020094010	\$2,051.10
2020094020	\$1,202.40
2020094035	\$2,598.00
2020094040	\$2,058.00

EXHIBIT A
OXNARD DOWNTOWN MANAGEMENT DISTRICT
2022-23 ASSESSMENT ROLL

2020094050	\$1,251.00
2020094060	\$1,494.00
2020094080	\$2,032.47
2020094140	\$1,347.00
2020094155	\$408.00
2020094160	\$408.00
2020094170	\$807.00
2020094185	\$774.00
2020094195	\$1,506.00
2020094205	\$426.00
2020094215	\$1,854.00
2020094225	\$426.00
2020094235	\$1,224.00
2020094240	\$1,668.93
2020095075	\$825.00
2020095085	\$825.00
2020095090	\$1,446.00
2020095100	\$1,331.25
2020095110	\$825.00
2020095120	\$4,348.32
2020095140	\$2,730.75
2020095150	\$1,653.75
2020095160	\$1,653.75
2020096035	\$1,537.50
2020096040	\$0.00
2020096050	\$1,720.50
2020096060	\$1,375.20
2020096070	\$1,500.00
2020096080	\$3,201.93
2020096095	\$1,038.00
2020096105	\$2,624.93
2020096110	\$1,336.35
2020096125	\$770.70
2020101130	\$1,665.00
2020101190	\$697.65
2020101205	\$543.00
2020101215	\$1,902.00
2020101225	\$402.75
2020101235	\$572.25
2020101255	\$489.75
2020101270	\$404.25
2020101290	\$442.50
2020101310	\$404.25
2020101330	\$404.25
2020101355	\$404.25
2020101360	\$399.36
2020101370	\$413.25
2020101405	\$448.65
2020101415	\$3,930.96
2020101420	\$1,339.32
2020101435	\$415.50
2020101445	\$2,267.04

2020102010	\$5,112.69
2020103025	\$780.00
2020103090	\$780.00
2020103100	\$2,224.65
2020103115	\$491.25
2020103120	\$2,003.21
2020103130	\$855.00
2020103145	\$765.00
2020103175	\$397.88
2020103185	\$578.36
2020103195	\$2,251.92
2020103205	\$655.20
2020103210	\$1,182.00
2020103225	\$415.50
2020103235	\$508.50
2020103245	\$2,484.75
2020104015	\$3,810.00
2020104165	\$2,774.15
2020104395	\$8,831.93
2020104405	\$1,178.61
2020104415	\$2,421.27
2020104425	\$2,078.49
2020104435	\$3,455.19
2020105100	\$7,185.00
2020105120	\$607.50
2020105170	\$498.00
2020105180	\$2,217.24
2020105195	\$399.00
2020105205	\$598.50
2020105210	\$399.00
2020105220	\$598.50
2020105235	\$417.00
2020105245	\$1,015.50
2020105260	\$480.00
2020105275	\$0.00
2020105295	\$2,795.25
2020105305	\$649.50
2020105325	\$2,652.60
2020105335	\$2,331.57
2020106015	\$1,285.50
2020106035	\$592.50
2020106065	\$817.50
2020106120	\$1,042.88
2020106130	\$1,724.10
2020106140	\$3,772.17
2020106245	\$651.00
2020106250	\$883.50
2020106265	\$473.70
2020106275	\$702.09
2020106285	\$426.00
2020106295	\$678.00
2020106310	\$445.65

2020106320	\$558.54
2020106355	\$2,041.50
2020106370	\$1,046.25
2020106380	\$1,046.37
2020106390	\$1,029.53
2020106400	\$2,167.92
2020106410	\$2,568.81
2020107050	\$589.35
2020107060	\$603.75
2020107070	\$603.75
2020107080	\$2,362.13
2020107100	\$999.75
2020107110	\$2,161.88
2020107120	\$592.50
2020107135	\$1,335.00
2020107160	\$1,278.00
2020107170	\$1,514.85
2020107195	\$561.00
2020107205	\$432.00
2020107215	\$430.50
2020107225	\$547.95
2020107235	\$3,085.50
2020107240	\$3,159.00
2020107250	\$1,608.60
2020131030	\$877.50
2020131040	\$1,713.30
2020131050	\$1,818.75
2020131060	\$1,670.79
2020131070	\$2,002.85
2020131170	\$1,208.25
2020131190	\$397.35
2020131220	\$630.00
2020131230	\$1,359.00
2020133010	\$1,455.00
2020133020	\$993.75
2020133030	\$825.00
2020133040	\$825.00
2020133050	\$61.00
2020133060	\$825.00
2020133210	\$3,450.87
2020135025	\$1,342.00
2020135035	\$6,240.00
2020141050	\$0.00
2020141060	\$1,012.50
2020141070	\$607.50
2020141080	\$1,176.00
2020141090	\$1,176.00
2020141100	\$61.00
2020141110	\$1,890.00
2020141155	\$61.00
2020141165	\$61.00
2020141175	\$61.00

EXHIBIT A
OXNARD DOWNTOWN MANAGEMENT DISTRICT
2022-23 ASSESSMENT ROLL

2020141185	\$61.00
2020141195	\$61.00
2020141205	\$61.00
2020141215	\$61.00
2020141225	\$61.00
2020141235	\$61.00
2020141245	\$61.00
2020141255	\$61.00
2020141265	\$61.00
2020141275	\$61.00
2020141285	\$61.00
2020141295	\$61.00
2020141305	\$61.00
2020141315	\$61.00
2020141325	\$61.00
2020141335	\$61.00
2020141345	\$61.00
2020141355	\$61.00
2020141365	\$61.00
2020141375	\$61.00
2020141385	\$61.00
2020141395	\$61.00
2020141405	\$61.00
2020141415	\$61.00
2020141425	\$61.00
2020142160	\$6,405.00
2020143015	\$3,310.20
2020143025	\$1,494.20
2020143030	\$995.10
2020143040	\$860.63
2020143050	\$607.50
2020143140	\$3,861.60

2020143230	\$1,867.50
2020143240	\$1,656.06
2020143250	\$1,235.69
2020144170	\$932.41
2020144180	\$1,088.74
2020144190	\$1,147.27
2020144200	\$1,003.30
2020144210	\$1,058.54
2020144220	\$549.51
2020144230	\$1,746.58
2020144240	\$549.18
2020144250	\$1,269.09
2020144260	\$929.14
2020144270	\$1,029.18
2020144280	\$934.30
2020144290	\$836.34
2020144300	\$962.09
2020145010	\$3,400.50
2020145030	\$1,197.35
2020145050	\$1,760.61
2020145060	\$1,156.58
2020145100	\$0.00
2020145110	\$1,635.00
2020145120	\$825.00
2020145130	\$1,527.00
2020145140	\$1,455.00
2020145190	\$825.00
2020145200	\$795.00
2020145210	\$694.65
2020145220	\$4,676.54
2020145230	\$1,174.62
2020145240	\$1,301.25

2020146010	\$1,897.50
2020146020	\$1,098.75
2020146030	\$1,031.25
2020146040	\$727.50
2020146050	\$930.00
2020146070	\$1,309.76
2020146080	\$761.25
2020146090	\$592.50
2020146100	\$997.50
2020146110	\$592.50
2020146120	\$592.50
2020146130	\$862.50
2020146140	\$2,693.48
2020146150	\$1,400.93
2020146180	\$2,235.57
2020146190	\$592.50
2020146200	\$592.50
2020146210	\$592.50
2020146220	\$4,793.28
2020380015	\$61.00
2020380025	\$61.00
2020380035	\$61.00
2020380045	\$61.00
2020380055	\$61.00
2020380065	\$61.00
2020380075	\$61.00
2020380085	\$61.00
2020380095	\$61.00
2020380105	\$61.00
2020380115	\$61.00
2020380125	\$61.00

OXNARD DOWNTOWN MANAGEMENT DISTRICT



MAP NOT TO SCALE



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

DATE: June 21, 2022

TO: Housing Authority

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 2022-23.

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt a resolution approving the recommended \$6,872,555 operating budget for the Low Rent Public Housing Program for Fiscal Year 22-23, as presented for each project area, and approve and authorize the use of \$575,652 of unrestricted cash to fund the projected deficit; and
2. Adopt a resolution approving the recommended \$25,112,313 operating budget for the Housing Choice Voucher Program for Fiscal Year 22-23 and approve and authorize the use of \$285,349 of unrestricted cash to fund the projected deficit.

(The Finance and Governance Committee approved 2-0 on May 24, 2022)

BACKGROUND

The Department of Housing and Urban Development 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 Housing Authority of the City of Oxnard. The recommended operating budget for all public housing projects is \$6,872,555. Of this amount, \$1,240,124 consists of indirect administrative costs which HUD categorizes as the Central Office Cost Center. The operating budgets, if adopted as recommended, would result in a deficit of \$256,503 for the Central Office Cost Center, and the combined project sites have a deficit of \$319,149 totaling \$575,652.

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 budget pertains exclusively to the 1,890 Housing Choice Vouchers administered by the Housing Authority of the City of Oxnard. The recommended operating budget of \$25,112,313 consists of two parts including the housing assistance payments 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 \$22,313,056 for rental subsidies passed directly through the Housing Authority of the City of Oxnard from HUD to the private landlords in the community. The administrative operations are

estimated to be \$2,799,257 which will result in a deficit of \$285,349.

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, 2022, the Housing Authority of the City of Oxnard's Central Office Cost Center Unrestricted Cash and Investments are approximately \$1,200,000 or 97% of annual indirect administrative operating costs. It is anticipated that the Housing Authority of the City of Oxnard will require the use of approximately \$256,503 in Central Office Cost Center cash reserves in Fiscal Year 22-23. This will leave a balance of \$943,497 in the Central Office Cost Center Unrestricted Cash and Investments funds. This amount represents 76% of the Public Housing Program's annual operating indirect administrative costs.

As of April 30, 2022, the public housing projects had in excess of \$9 million in Unrestricted Cash and Investments. It is anticipated that the public housing projects will require the use of \$319,149 of cash reserves. 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, 2022, the Housing Choice Voucher Program's Unrestricted Cash and Investments are \$1,500,000 or 56% of annual operating costs. It is anticipated that the Oxnard Housing Authority will require the use of approximately \$285,349 of these funds in Fiscal Year 22-23. This will leave a balance of \$1,214,651 which represents 43% of the annual operating costs.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on May 24, 2022 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 Budget
2. Low Rent Public Housing FY 2023 Budget Resolution
3. Section 8 Housing Choice Voucher Budget
4. Section 8 FY 2023 Budget Resolution
5. HUD Form 52574
6. OHA FY 2022-23 Budget Presentation

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2023 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Revenue & Expenses									
INCOME									
TENANT INCOME									
Rental Income									
Tenant Rent	0.00	1,201,320.00	818,508.00	963,624.00	208,008.00	1,127,288.00	414,432.00	0.00	4,733,180.00
Total Rental Income	0.00	1,201,320.00	818,508.00	963,624.00	208,008.00	1,127,288.00	414,432.00	0.00	4,733,180.00
Other Tenant Income									
Laundry and Vending	0.00	0.00	0.00	0.00	1,747.00	0.00	5,870.00	0.00	7,617.00
Maintenance Charge	0.00	1,442.00	298.00	4,547.00	629.00	1,872.00	2,351.00	0.00	11,139.00
Cable Charges	0.00	13,356.00	9,349.00	13,356.00	6,678.00	13,356.00	13,356.00	0.00	69,451.00
Total Other Tenant Income	0.00	14,798.00	9,647.00	17,903.00	9,054.00	15,228.00	21,577.00	0.00	88,207.00
NET TENANT INCOME	0.00	1,216,118.00	828,155.00	981,527.00	217,062.00	1,142,516.00	436,009.00	0.00	4,821,387.00
GRANT INCOME									
HUD PHA Operating Grants/Subsidy	2,120.00	1,471.00	1,030.00	1,472.00	160,175.00	1,473.00	256,248.00	0.00	423,989.00
TOTAL GRANT INCOME	2,120.00	1,471.00	1,030.00	1,472.00	160,175.00	1,473.00	256,248.00	0.00	423,989.00
OTHER INCOME									
Investment Income-Unrestricted	1,088.00	5,286.00	4,443.00	5,141.00	1,832.00	4,094.00	3,439.00	6,462.00	31,785.00
Investment Income-Restricted	0.00	0.00	0.00	0.00	0.00	4,144.00	0.00	0.00	4,144.00
Management Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	766,032.00	766,032.00
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	45,866.00	45,866.00
IT Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,303.00	23,303.00
FFS income - outside party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,651.00	18,651.00
IT Fees - outside party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,800.00	4,800.00
Non-Dwelling Rental Income	7,000.00	0.00	0.00	30,836.00	0.00	0.00	0.00	56,070.00	93,906.00
Misc Other Income	0.00	217.00	140.00	94.00	42.00	37.00	73.00	37.00	640.00
TOTAL OTHER INCOME	8,088.00	5,503.00	4,583.00	36,071.00	1,874.00	8,275.00	3,512.00	983,621.00	1,051,527.00
TOTAL INCOME	10,208.00	1,223,092.00	833,768.00	1,019,070.00	379,111.00	1,152,264.00	695,769.00	983,621.00	6,296,903.00
EXPENSES									
ADMINISTRATIVE									
Administrative Salaries									
Administrative Salaries	0.00	111,288.00	79,187.00	113,060.00	52,955.00	114,445.00	99,978.00	651,434.00	1,222,347.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2023 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Administrative Temp Help	0.00	0.00	0.00	0.00	15,600.00	0.00	31,200.00	0.00	46,800.00
Add'l Compensation - OT	0.00	2,379.00	241.00	456.00	183.00	522.00	227.00	0.00	4,008.00
Employee Benefit Contribution-Admin	0.00	77,765.00	58,114.00	78,645.00	36,857.00	99,074.00	64,759.00	371,445.00	786,659.00
Total Administrative Salaries	0.00	191,432.00	137,542.00	192,161.00	105,595.00	214,041.00	196,164.00	1,022,879.00	2,059,814.00
Legal Expense									
Court Costs	0.00	0.00	0.00	0.00	164.00	0.00	98.00	0.00	262.00
Criminal Background Checks	0.00	116.00	46.00	89.00	116.00	66.00	232.00	0.00	665.00
Tenant Screening	0.00	503.00	600.00	1,273.00	76.00	1,177.00	171.00	0.00	3,800.00
Total Legal Expense	0.00	619.00	646.00	1,362.00	356.00	1,243.00	501.00	0.00	4,727.00
Other Admin Expenses									
Staff Training	0.00	204.00	145.00	65.00	8.00	104.00	116.00	360.00	1,002.00
Auditing Fees	0.00	2,515.00	1,761.00	2,515.00	1,258.00	2,518.00	2,515.00	431.00	13,513.00
Management Fee	0.00	114,190.00	79,933.00	114,190.00	57,095.00	114,191.00	114,190.00	0.00	593,789.00
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	8,822.00	8,820.00	0.00	45,866.00
Professional Services	0.00	0.00	0.00	0.00	0.00	1,013.00	0.00	0.00	1,013.00
Total Other Admin Expenses	0.00	137,729.00	96,413.00	137,590.00	68,771.00	138,648.00	137,641.00	791.00	717,583.00
Miscellaneous Admin Expenses									
Membership and Fees	0.00	80.00	56.00	80.00	40.00	82.00	80.00	1,148.00	1,566.00
Publications	0.00	67.00	47.00	67.00	33.00	72.00	67.00	0.00	353.00
Advertising	0.00	389.00	272.00	389.00	194.00	392.00	389.00	183.00	2,208.00
Office Supplies	0.00	249.00	175.00	224.00	94.00	225.00	209.00	702.00	1,878.00
Fuel-Administrative	0.00	112.00	92.00	127.00	93.00	273.00	163.00	1,103.00	1,963.00
City Overhead	753.00	7,625.00	7,090.00	13,265.00	4,989.00	14,665.00	6,954.00	27,504.00	82,845.00
Telephone	0.00	1,813.00	1,269.00	1,634.00	4,311.00	1,441.00	4,725.00	4,086.00	19,279.00
Postage	0.00	717.00	390.00	774.00	195.00	731.00	302.00	1,388.00	4,497.00
Paper	0.00	234.00	141.00	154.00	66.00	170.00	133.00	1,397.00	2,295.00
Copiers	0.00	1,578.00	1,102.00	1,575.00	683.00	1,560.00	1,371.00	1,708.00	9,577.00
Printer Supplies/Services	0.00	561.00	376.00	490.00	436.00	476.00	616.00	1,083.00	4,038.00
Misc Computer Equipment	0.00	1,634.00	1,158.00	224.00	26.00	681.00	192.00	3,065.00	6,980.00
Internet	0.00	966.00	676.00	1,044.00	1,478.00	1,000.00	1,478.00	2,701.00	9,343.00
Software/Maintenance Fees	0.00	4,956.00	3,469.00	5,390.00	2,695.00	5,400.00	5,406.00	9,074.00	36,390.00
Cell Phones/Pagers	20.00	401.00	367.00	903.00	335.00	837.00	509.00	2,887.00	6,259.00
Small Office Equipment	0.00	47.00	33.00	56.00	21.00	58.00	42.00	45.00	302.00
Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,615.00	12,615.00
Cable Charges	0.00	13,356.00	9,349.00	13,356.00	6,678.00	13,356.00	13,356.00	0.00	69,451.00
Other Misc Admin Expenses	0.00	84.00	59.00	88.00	33.00	94.00	47.00	429.00	834.00
Storage	209.00	104.00	73.00	248.00	38.00	179.00	49.00	437.00	1,337.00
Total Miscellaneous Admin Expenses	982.00	34,973.00	26,194.00	40,088.00	22,438.00	41,692.00	36,088.00	71,555.00	274,010.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2023 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
TOTAL ADMINISTRATIVE EXPENSES	982.00	364,753.00	260,795.00	371,201.00	197,160.00	395,624.00	370,394.00	1,095,225.00	3,056,134.00
TENANT SERVICES									
Resident Council	0.00	1,411.00	955.00	1,368.00	712.00	1,240.00	1,397.00	0.00	7,083.00
Other Tenant Svcs.-OHA	0.00	940.00	637.00	912.00	475.00	825.00	931.00	0.00	4,720.00
Tenant Services Contract Costs	0.00	713.00	501.00	3,600.00	2,400.00	3,000.00	2,400.00	0.00	12,614.00
TOTAL TENANT SERVICES EXPENSES	0.00	3,064.00	2,093.00	5,880.00	3,587.00	5,065.00	4,728.00	0.00	24,417.00
UTILITIES									
Water	0.00	60,332.00	54,593.00	62,017.00	11,763.00	62,372.00	22,128.00	2,765.00	275,970.00
Electricity	4,206.00	9,110.00	9,884.00	19,523.00	49,593.00	17,960.00	71,855.00	21,732.00	203,863.00
Electricity-Vacant Units	0.00	139.00	331.00	2,454.00	0.00	744.00	0.00	0.00	3,668.00
Gas	0.00	1,006.00	705.00	1,236.00	14,856.00	1,181.00	34,487.00	751.00	54,222.00
Gas-Vacant Units	0.00	136.00	197.00	349.00	0.00	684.00	0.00	0.00	1,366.00
Garbage/Trash Removal	0.00	37,749.00	45,843.00	48,636.00	5,629.00	54,457.00	9,150.00	2,366.00	203,830.00
Dump Expense	116.00	1,103.00	1,177.00	1,495.00	99.00	1,431.00	285.00	27.00	5,733.00
Sewer	0.00	51,718.00	39,765.00	45,807.00	11,705.00	46,324.00	24,311.00	1,073.00	220,703.00
TOTAL UTILITY EXPENSES	4,322.00	161,293.00	152,495.00	181,517.00	93,645.00	185,153.00	162,216.00	28,714.00	969,355.00
MAINTENANCE AND OPERATIONS									
General Maint Expense									
Maintenance Salaries	0.00	44,568.00	38,604.00	93,822.00	28,652.00	80,950.00	57,304.00	4,608.00	348,508.00
Maintenance Labor-Grounds	14,004.00	21,777.00	31,035.00	64,574.00	18,495.00	65,106.00	28,376.00	17,743.00	261,110.00
Maint-On Call Service	0.00	2,284.00	1,598.00	2,284.00	1,141.00	2,497.00	2,075.00	0.00	11,879.00
Maintenance - Temporary Labor	2,502.00	13,163.00	5,117.00	9,694.00	19,147.00	4,492.00	16,602.00	732.00	71,449.00
Maintenance OT	0.00	8,401.00	3,869.00	5,564.00	5,598.00	8,598.00	10,571.00	1,885.00	44,486.00
Employee Benefits Contribution-Maint.	8,520.00	48,145.00	49,563.00	110,859.00	32,836.00	119,111.00	60,662.00	16,909.00	446,605.00
Maintenance Uniforms	118.00	400.00	300.00	500.00	325.00	500.00	510.00	450.00	3,103.00
Vehicle Gas, Oil, Grease	92.00	2,367.00	2,452.00	4,502.00	300.00	6,923.00	2,697.00	7,281.00	26,614.00
Total General Maint Expense	25,236.00	141,105.00	132,538.00	291,799.00	106,494.00	288,177.00	178,797.00	49,608.00	1,213,754.00
Materials									
Supplies-Paint	0.00	2,072.00	1,139.00	2,451.00	1,632.00	2,533.00	2,599.00	155.00	12,581.00
Supplies-Grounds	0.00	216.00	175.00	1,203.00	209.00	341.00	1,513.00	110.00	3,767.00
Supplies-Appliance	0.00	14,239.00	11,669.00	12,895.00	7,509.00	7,459.00	11,070.00	0.00	64,841.00
Supplies-Plumbing	0.00	7,519.00	8,550.00	22,946.00	5,058.00	7,326.00	14,725.00	33.00	66,157.00
Supplies-Electrical	0.00	6,577.00	5,888.00	14,345.00	3,144.00	6,809.00	9,801.00	960.00	47,524.00
Supplies-Building Repairs	0.00	3,187.00	2,097.00	6,353.00	1,944.00	4,606.00	11,840.00	39.00	30,066.00
Supplies-Windows	0.00	1,423.00	376.00	3,673.00	1,270.00	47.00	177.00	0.00	6,966.00
Supplies-Locks	0.00	370.00	273.00	1,618.00	993.00	524.00	1,086.00	1,087.00	5,951.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2023 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Supplies-Janitorial/Cleaning	0.00	532.00	382.00	1,472.00	220.00	588.00	1,739.00	1,097.00	6,030.00
Supplies-Safety	50.00	1,680.00	908.00	1,830.00	483.00	921.00	1,202.00	582.00	7,656.00
Tools and Equipment	30.00	694.00	490.00	1,365.00	437.00	553.00	1,344.00	0.00	4,913.00
Grounds Tools and Equipment	0.00	129.00	126.00	282.00	41.00	1,449.00	139.00	10.00	2,176.00
COVID 19	0.00	739.00	535.00	365.00	635.00	206.00	827.00	213.00	3,520.00
Total Materials	80.00	39,377.00	32,608.00	70,798.00	23,575.00	33,362.00	58,062.00	4,286.00	262,148.00
Contract Costs									
Contract-Fire Alarm/Extinguisher	12.00	1,772.00	1,676.00	4,724.00	6,117.00	3,072.00	7,062.00	1,054.00	25,489.00
Contract-Building Repairs-Misc	0.00	1,100.00	3,800.00	7,596.00	0.00	5,307.00	0.00	0.00	17,803.00
Contract-Unit Turnaround	0.00	1,000.00	333.00	1,440.00	0.00	801.00	933.00	0.00	4,507.00
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	0.00	0.00	440.00	2,119.00	0.00	0.00	0.00	2,559.00
Contract-Pest Control	0.00	1,593.00	2,243.00	1,552.00	6,818.00	3,478.00	17,380.00	0.00	33,064.00
Contract-Floor Covering	0.00	0.00	0.00	20,247.00	5,320.00	0.00	5,320.00	0.00	30,887.00
Contract-Grounds	0.00	767.00	0.00	0.00	0.00	0.00	333.00	0.00	1,100.00
Contract-Janitorial/Cleaning	0.00	3,725.00	2,524.00	10,507.00	9,821.00	3,192.00	10,273.00	9,700.00	49,742.00
Contract-Plumbing	0.00	2,245.00	629.00	2,631.00	4,574.00	4,957.00	6,183.00	0.00	21,219.00
Contract-HVAC	11.00	791.00	538.00	1,310.00	2,853.00	4,923.00	8,440.00	8,140.00	27,006.00
Contract-Vehicle Maintenance	90.00	1,595.00	1,384.00	3,069.00	764.00	2,574.00	937.00	4,103.00	14,516.00
Contract-Equipment Rental	0.00	0.00	16.00	16.00	0.00	17.00	39.00	0.00	88.00
Contract-Equipment Repair	0.00	1,378.00	965.00	572.00	533.00	534.00	455.00	87.00	4,524.00
Contract-Elevator Maintenance	0.00	0.00	0.00	0.00	16,441.00	0.00	5,282.00	2,004.00	23,727.00
Contract-Alarm Monitoring	229.00	1,733.00	1,213.00	2,456.00	881.00	1,523.00	1,609.00	1,349.00	10,993.00
Contract-Tree Trimming	0.00	1,268.00	1,490.00	9,082.00	0.00	2,501.00	0.00	3,333.00	17,674.00
Contract-IT Contracts	38.00	2,677.00	2,221.00	3,751.00	3,626.00	3,905.00	7,085.00	0.00	23,303.00
Contract Costs-Other	0.00	1,908.00	1,335.00	1,908.00	953.00	1,912.00	1,908.00	0.00	9,924.00
Total Contract Costs	380.00	210,552.00	150,897.00	71,301.00	60,820.00	38,696.00	73,239.00	29,770.00	635,655.00
TOTAL MAINTENANCE EXPENSE	25,696.00	391,034.00	316,043.00	433,898.00	190,889.00	360,235.00	310,098.00	83,664.00	2,111,557.00
GENERAL EXPENSES									
WC Insurance	1,025.00	5,195.00	5,339.00	11,937.00	3,631.00	11,050.00	6,606.00	14,666.00	59,449.00
Auto Insurance	1,301.00	6,911.00	6,027.00	12,444.00	5,586.00	10,838.00	8,664.00	12,594.00	64,365.00
Property Insurance	0.00	41,034.00	37,646.00	48,589.00	28,115.00	44,566.00	50,360.00	3,249.00	253,559.00
General Liability Insurance	1,364.00	4,950.00	3,471.00	5,905.00	1,816.00	4,895.00	3,583.00	581.00	26,565.00
Fidelity Insurance	0.00	215.00	150.00	215.00	107.00	216.00	215.00	61.00	1,179.00
City-Umbrella Policy	1,146.00	4,158.00	2,916.00	4,960.00	1,526.00	4,110.00	3,010.00	488.00	22,314.00
Broker Fees	187.00	2,859.00	2,542.00	3,615.00	1,919.00	3,261.00	3,383.00	882.00	18,648.00
Cyber Liability Insurance	832.00	349.00	246.00	443.00	262.00	409.00	440.00	0.00	2,981.00
Payments in Lieu of Taxes	0.00	10,209.00	6,940.00	11,437.00	11,329.00	7,422.00	27,675.00	0.00	75,012.00

OXNARD HOUSING AUTHORITY
LOW RENT PUBLIC HOUSING
Proposed FY 2023 Budget

	311	312	313	314	315	317	318	cocc	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Bad Debt-Tenant Rents	1,760.00	2,000.00	1,500.00	4,000.00	1,000.00	5,500.00	2,000.00	0.00	17,760.00
Security/Law Enforcement	7,558.00	22,627.00	15,839.00	22,627.00	4,953.00	22,628.00	0.00	0.00	96,232.00
TOTAL GENERAL EXPENSES	15,173.00	100,507.00	82,616.00	126,172.00	60,244.00	114,895.00	105,936.00	32,521.00	638,064.00
HOUSING ASSISTANCE PAYMENTS									
PH Tenant URP	0.00	204.00	48.00	1,224.00	0.00	612.00	0.00	0.00	2,088.00
PH FSS Escrow Payments	0.00	21,428.00	6,132.00	29,796.00	0.00	13,584.00	0.00	0.00	70,940.00
TOTAL HOUSING ASSISTANCE PAYMENTS	0.00	21,632.00	6,180.00	31,020.00	0.00	14,196.00	0.00	0.00	73,028.00
TOTAL EXPENSES	46,173.00	1,042,283.00	820,222.00	1,149,688.00	545,525.00	1,075,168.00	953,372.00	1,240,124.00	6,872,555.00
NET INCOME	-35,965.00	180809.00	13,546.00	-130,618.00	-166,414.00	77,096.00	-257,603.00	-256,503.00	-575,652.00

HOUSING AUTHORITY OF THE CITY OF OXNARD

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 2023

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared the Low Rent Public Housing Program Operating Budgets now totaling \$6,872,555 for the fiscal year 2023; 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 2023 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 2023 totaling \$6,872,555 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.

PASSED AND ADOPTED on this _____ day of _____, 2022 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairperson

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, Secretary Designate

Stephen Fischer, General Counsel

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
 PROPOSED FY 2023 BUDGET

	Administrative	Housing Assistance	Total
	Budget	Payment Budget	Budget
Revenue & Expenses			
INCOME			
GRANT INCOME			
HAP Income		22,300,000.00	22,300,000.00
Adm Fee Income	2,335,334.00		2,335,334.00
Port-In Adm Fee	13,584.00		13,584.00
Port-In HAP	147,756.00		147,756.00
TOTAL GRANT INCOME	2,496,674.00	22,300,000.00	24,796,674.00
OTHER INCOME			
Investment Income-Unrestricted	4,178.00		4,178.00
Fraud Recovery-Adm Fee	13,056.00		13,056.00
Fraud Recovery-HAP		13,056.00	13,056.00
TOTAL OTHER INCOME	17,234.00	13,056.00	30,290.00
TOTAL INCOME	2,513,908.00	22,313,056.00	24,826,964.00
EXPENSES			
ADMINISTRATIVE			
Administrative Salaries			
Administrative Salaries	1,336,898.00		1,336,898.00
Administrative Temp Help	53,040.00		53,040.00
Add'l Compensation - OT	17,079.00		17,079.00
Employee Benefit Contribution-Admin	870,951.00		870,951.00
Total Administrative Salaries	2,277,968.00		2,277,968.00
Legal Expense			
Criminal Background Checks	8,421.00		8,421.00
Tenant Screening	18,326.00		18,326.00
General Legal Expense	1,707.00		1,707.00
Total Legal Expense	28,454.00		28,454.00
Other Admin Expenses			
Staff Training	3,376.00		3,376.00
Travel	1,564.00		1,564.00
Auditing Fees	34,500.00		34,500.00
Port-Out Adm Fee Paid	23,875.00		23,875.00
Total Other Admin Expenses	63,315.00		63,315.00
Miscellaneous Admin Expenses			
Membership and Fees	2,984.00		2,984.00
Publications	1,620.00		1,620.00
Advertising	2,623.00		2,623.00
Office Supplies	3,300.00		3,300.00
Fuel-Administrative	2,465.00		2,465.00

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
 PROPOSED FY 2023 BUDGET

	Administrative	Housing Assistance	Total
	Budget	Payment Budget	Budget
City Overhead	55,434.00		55,434.00
Telephone	6,576.00		6,576.00
Postage	18,000.00		18,000.00
Paper	2,270.00		2,270.00
Copiers	3,512.00		3,512.00
Printer Supplies/Services	3,448.00		3,448.00
Misc Computer Equipment	4,073.00		4,073.00
Internet	2,137.00		2,137.00
Software/Maintenance Fees	52,000.00		52,000.00
Cell Phones/Pagers	2,604.00		2,604.00
Small Office Equipment	1,025.00		1,025.00
Bank Fees	7,715.00		7,715.00
Other Misc Admin Expenses	645.00		645.00
Storage	12,990.00		12,990.00
Total Miscellaneous Admin Expenses	185,421.00		185,421.00
TOTAL ADMINISTRATIVE EXPENSES	2,555,158.00		2,555,158.00
UTILITIES			
Water	604.00		604.00
Electricity	10,934.00		10,934.00
Gas	1,066.00		1,066.00
Garbage/Trash Removal	771.00		771.00
Sewer	289.00		289.00
TOTAL UTILITY EXPENSES	13,664.00		13,664.00
MAINTENANCE AND OPERATIONS			
General Maint Expense			
Maintenance Salaries	1,104.00		1,104.00
Maintenance Labor-Grounds	9,192.00		9,192.00
Maintenance OT	164.00		164.00
Employee Benefits Contribution-Maint.	6,524.00		6,524.00
Maintenance Uniforms	300.00		300.00
Vehicle Gas, Oil, Grease	280.00		280.00
Total General Maint Expense	17,564.00		17,564.00
Materials			
Supplies-Paint	18.00		18.00
Supplies-Grounds	114.00		114.00
Supplies-Plumbing	147.00		147.00
Supplies-Electrical	317.00		317.00
Supplies-Building Repairs	111.00		111.00
Supplies-Locks	45.00		45.00
Supplies-Janitorial/Cleaning	1,428.00		1,428.00
Supplies-Safety	645.00		645.00
Tools and Equipment	19.00		19.00
Grounds Tools and Equipment	16.00		16.00

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
 PROPOSED FY 2023 BUDGET

	Administrative	Housing Assistance	Total
	Budget	Payment Budget	Budget
COVID 19	510.00		510.00
Total Materials	3,370.00		3,370.00
Contract Costs			
Contract-Fire Alarm/Extinguisher	118.00		118.00
Contract-Janitorial/Cleaning	8,800.00		8,800.00
Contract-HVAC	2,833.00		2,833.00
Contract-Vehicle Maintenance	1,875.00		1,875.00
Contract-Alarm Monitoring	652.00		652.00
Contract-Tree Trimming	233.00		233.00
Total Contract Costs	14,511.00		14,511.00
TOTAL MAINTENANCE EXPENSE	35,445.00		35,445.00
GENERAL EXPENSES			
WC Insurance	7,552.00		7,552.00
Auto Insurance	4,952.00		4,952.00
Property Insurance	1,491.00		1,491.00
General Liability Insurance	9,315.00		9,315.00
Fidelity Insurance	61.00		61.00
City-Umbrella Policy	7,825.00		7,825.00
Broker Fees	1,235.00		1,235.00
Cyber Liability Insurance	7,268.00		7,268.00
Security/Law Enforcement	7,535.00		7,535.00
Port-In HAP Expense	147,756.00		147,756.00
TOTAL GENERAL EXPENSES	194,990.00		194,990.00
HOUSING ASSISTANCE PAYMENTS			
Housing Assistance Payments		21,746,412.00	21,746,412.00
HCV Tenant URP		24,588.00	24,588.00
Port-Out HAP		422,056.00	422,056.00
HCV FSS Escrow Payments		120,000.00	120,000.00
TOTAL HOUSING ASSISTANCE PAYMENTS		22,313,056.00	22,313,056.00
TOTAL EXPENSES	2,799,257.00	22,313,056.00	25,112,313.00
NET INCOME	-285,349.00	0.00	-285,349.00

HOUSING AUTHORITY OF THE CITY OF OXNARD

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 2023

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared a Section 8 Housing Choice Voucher Program Operating Budget of \$25,112,313 for the fiscal year 2023; 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 2023 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 2023 totaling \$25,112,313 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.

PASSED AND ADOPTED on this _____ day of _____, 2022 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairperson

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, Secretary Designate

Stephen Fischer, General Counsel

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, 2022

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: 06/30/2022
- ☐ 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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Oxnard Housing Authority

Fiscal Year 2022-2023 Budget

Emilio Ramirez, Director
Housing Department
City Council
June 21, 2022

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 \$6,872,555
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 2023 budgets are based upon 95% of subsidy as CY 2022 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 FY22 Budget	Total FY23 Budget	Increase (Decrease)
Tenant Rent	4,528,824	4,733,180	204,356
Operating subsidy	897,324	423,989	(473,335)
Management Fees	825,000	921,052	96,052
Other Income	<u>220,827</u>	<u>218,682</u>	<u>(2,145)</u>
Total Income	<u><u>6,471,975</u></u>	<u><u>6,296,903</u></u>	<u><u>(175,072)</u></u>

Public Housing Expenses

Description	Total FY22 Budget	Total FY23 Budget	Increase (Decrease)
Admin Exp	3,205,733	3,056,134	(149,599)
Tenant Svc Exp	27,607	24,417	(3,190)
Utility Expense	952,300	969,355	17,055
Maintenance Exp	2,274,925	2,111,557	(163,368)
General Expense	606,038	638,064	32,026
Other Expenses	<u>108,708</u>	<u>73,028</u>	<u>(35,680)</u>
Total Expenses	<u><u>7,175,311</u></u>	<u><u>6,872,555</u></u>	<u><u>(302,756)</u></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 (“HAP”) to landlords and administration
3. HAP portion of the budget is \$22,313,056
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 2022 administrative fee funding proration is at 85.8% of eligibility

Description	HCV Budget 2022	HAP Budget 2023	Increase (Decrease)
HAP Income	\$22,441,492	\$22,313,056	\$(128,436)
HAP Expenses	<u>22,441,492</u>	<u>22,313,056</u>	<u>(128,436)</u>
Net HAP Income	<u>0</u>	<u>0</u>	<u>0</u>
Admin Income	2,136,083	2,513,908	377,825
Admin Personnel	2,240,191	2,277,968	37,777
Other Admin Exp	251,297	277,190	25,893
Util & Maint Exp	48,910	49,109	199
Gen & Other Exp	<u>146,952</u>	<u>194,990</u>	<u>48,038</u>
Total Expenses	<u>2,687,350</u>	<u>2,799,257</u>	<u>111,907</u>
Total Income (Deficit)	<u>(551,267)</u>	<u>(285,349)</u>	<u>265,918</u>

FY 2023 Housing Choice Voucher Budget

Description	HCV Budget 2022	HCV Budget 2023	Increase (Decrease)
HCV Income	24,577,575	24,826,964	249,389
HCV Expenses	<u>25,128,842</u>	<u>25,112,313</u>	<u>(16,529)</u>
Net HCV Income	<u>(551,267)</u>	<u>(285,349)</u>	<u>265,918</u>

Financial Impact

1. Requires \$256,503 in COCC cash reserves where the approximate reserve balance is \$1,200,000
2. Requires \$319,149 in the Low Rent Public Housing program cash reserves where the reserve balance \$9,000,000
3. Requires \$285,349 in the Housing Choice Voucher program cash reserves where the current reserve balance \$1,500,000

That the Board of Commissioners of the Oxnard Housing Authority:

1. Adopt a resolution approving and adopting the recommended \$6,872,555 operating budget for the Low Rent Public Housing Program for fiscal year 2023, as presented for each project area, and approve and authorize the use of \$575,652 of unrestricted cash to fund the projected deficit.
2. Adopt a resolution approving and adopting the recommended \$25,112,313 operating budget for the Housing Choice Voucher Program for fiscal year 2023 and approve and authorize the use of \$285,349 of unrestricted cash to fund the projected deficit.



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.9

DATE: June 21, 2022

TO: Housing Authority

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

SUBJECT: Housing Authority Investment Policy.

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt a resolution adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2022-2023.

(The Finance and Governance Committee approved 2-0 on May 24, 2022)

BACKGROUND

On June 1, 2021, the Housing Authority adopted an Investment Policy. The law requires the Housing Authority of the City of Oxnard to adopt an investment policy each year. The Housing Authority of the City of Oxnard is bound by State law, as is the City of Oxnard, but has further constraints imposed by the federal government involving the investment of funds. The investment policy governs investment of funds, including funds on deposit. The Department of Housing and Urban Development has defined "funds on deposit" as comprised of:

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

In recent history, the Housing Authority of the City of Oxnard has invested excess cash utilizing a combination of in-house efforts and an outside agent (State of California Local Agency Investment Fund), which is permitted by Housing and Urban Development and State law. Staff is recommending this practice be continued through FY 2022-2023 because it is a safe, cost effective and successful program. Additionally, should any further eligible investment opportunities arise, staff will investigate and pursue as appropriate.

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

Safety is assured by adherence to Housing and Urban Development approved investments. The restriction placed on allowable investment provides a degree of diversification to assure that potential loss on individual investments does not compromise the remainder of the portfolio. The Housing Authority of the City of Oxnard is not permitted to invest in instruments, except those authorized by Housing and Urban Development.

Liquidity is addressed by Housing and Urban Development to assure the Housing Authority of the City of Oxnard is able to meet its operating requirements on a daily basis.

The final objective is earnings. The portfolio shall be designed to provide a reasonable rate of return throughout

budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio.

The investment policy includes a delegation of authority from the Housing Authority of the City of Oxnard to an Investment Committee consisting of the Housing Director, Housing Finance Officer and Housing Accountant. This action continues to formalize procedures, which have been in place for a number of years.

The adoption of this Investment Policy will not affect the operations of the Authority to any material extent. The investment policy does not contain any material alterations in policy or procedures of the Housing Authority of the City of Oxnard. The investment policy satisfies requirements of State law combined with Housing and Urban Development's existing requirements.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on May 24, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. OHA Investment Resolution
2. Investment Policy
3. Investment Guideline FY 22-23
4. Investment Policy Presentation

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING
ADOPTION OF AN INVESTMENT POLICY AND INVESTMENT PORTFOLIO GUIDELINES FOR
THE HOUSING AUTHORITY OF THE CITY OF OXNARD FOR FISCAL YEAR 2022-2023

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

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

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

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

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

NOW THEREFORE, the Commission hereby adopts the Investment Policy of the Housing Authority of the City of Oxnard, which is attached hereto as Attachment A and incorporated herein by this reference. The Commission also adopts the Investment Portfolio Guidelines dated July 1, 2022, which are attached hereto as Attachment B and incorporated herein by this reference.

PASSED AND ADOPTED on this _____ day of _____, 2022 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Chairperson

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, Secretary-Designate

Stephen Fischer, General Counsel

Attachment A

Investment Policy of the Housing Authority of the City of Oxnard

Attachment B

Investment Portfolio Guidelines

INVESTMENT POLICY OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD

1.0 INTRODUCTION

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

2.0 SCOPE

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

3.0 PRUDENCE

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

3.1 The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligences shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The Authority's cash management system is designed to accurately monitor and forecast revenues and

expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. The Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

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

4.2 Liquidity: All investments must be capable of being liquidated on one day's notice.

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

5.0 DELEGATION OF AUTHORITY

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

6.0 ETHICS AND CONFLICTS OF INTEREST

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

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

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

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

7.2 Certification: Before engaging in investment transactions with a broker/dealer, the Housing Finance

Officer shall have received from said firm a signed certification that the responsible party from that firm has reviewed the Authority's Investment Policy. The Certification shall also state that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

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

8.1 U.S. Treasury Bills, Notes and Bonds

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

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

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

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

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

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

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

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

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

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

8.12 Principal only STRIPS.

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

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

9.0 COLLATERAL

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

10.0 SAFEKEEPING AND CUSTODY

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

11.0 DIVERSIFICATION

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

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

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

12.0 INTERNAL CONTROLS

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

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

12.2 Investment Portfolio Guidelines: Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment No. 2)

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

13.0 REPORTING

The Housing Finance Officer shall provide investment information to the Housing Commission.

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

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

HOUSING AUTHORITY OF THE CITY OF OXNARD
INVESTMENT PORTFOLIO GUIDELINES
July 1, 2022

- 1) **INTRODUCTION.** These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.
- 2) **GENERAL FACTORS.** Several factors must be considered in preparation for effective portfolio management.
 - a) **Cash Forecast.** The projected cash flow of the Authority shall be prepared annually, and updated as required throughout the year. A close working relationship with Authority Divisions having a significant impact on cash flow is maintained to maximize the efficiency of the Investment Program.
 - b) **Pooled Cash.** Whenever practical, the Authority cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to the average daily balances specific to fund ledger balances. No Authority bank account may be opened without the knowledge and consent of the Housing Finance Officer.
 - c) **Authorized Institution.** A list of institutions that meet the criteria of the Investment Policy and have been authorized by the Housing Finance Officer to do business with the Authority will be established, maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.
- 3) **INVESTMENT PROCEDURES.** The Housing Finance Officer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.
 - a) **Investment Transactions.** The Housing Finance Officer will authorize investment transactions. In her absence, the Housing Director will execute transactions as prescribed by the Housing Finance Officer prior to her absence.
 - b) **Wire Transfers.** The Authority will use pre-formatted wire transfers to restrict the transfer of funds to pre-authorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee.
 - c) **Safekeeping.** Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping. All purchases will be on a delivery versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the Authority name and held in Housing Finance Officer's safe.
- 4) **INVESTMENT CRITERIA.** All investments will be made in compliance with Federal, State, and Local laws governing the investment of Authority funds, and in accordance with the Authority's Investment Policy.
 - a) **Maturity of Investment.** Investments longer than one year may be made if consistent with the Authority cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of Authority

funds, the investment will be matured at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. The Housing Finance Officer will determine such sales.

- b) **Certificate of Deposit Evaluation.** Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of \$100,000, approved collateral shall be required at the percentage above market value as specified by HUD Notice PIH 2002-13 and CGC Section 53652 and 53651.

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

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

Oxnard Housing Authority

Investment Policy

Emilio Ramirez, Director
Housing Department
City Council
June 21, 2022

On June 1, 2021, the Authority adopted an Investment Policy. The law requires the Authority to adopt an Investment Policy each year. The Authority is bound by State law, as is the City, but has further constraints imposed by the federal government involving the investment of Authority funds. The investment policy governs investment of funds, including funds on deposit. The Department of Housing and Urban Development (“HUD”) has defined ‘funds on deposit’ as comprised of:

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

That the Board of Commissioners of the Housing Authority of the City of Oxnard (“Authority”) adopt a resolution adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2022-2023.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10

DATE: June 21, 2022

TO: City Council

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

SUBJECT: First Amendment to Agreement A-8126 for Delivery of Bulk Fuel (Unleaded Gasoline, Clear Diesel and Red Dye Diesel) to City Facilities.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a first amendment to Agreement A-8126 with Conico Toro, Inc., to increase the not to exceed amount from \$1,420,200 to \$3,120,200 and extend the term two additional years from June 30, 2022 to June 30, 2024, and incorporate the Water Campus, Blending Stations 3, 4 and 5, and Advanced Water Purification Facility (AWPF) location sites.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

On May 21, 2019, City Council approved a three-year Trade Service Agreement A-8126 with Conico Toro, Inc for the purchase and delivery of bulk fuel (unleaded gasoline, clear diesel and red dye diesel) to various City locations for a total of \$1,420,200. The formal Request for Bid (RFB) No. PW 19-31 allowed for a total award term of up to a five-year term. The two-year amendment allows the City to fully utilize the proposed term from the original RFB.

Conico Toro, Inc. is the parent company to the local provider MacValley Oil Company (MacValley). Upon initial award of the agreement, the City ensured that all proper documentation, including Secretary of State listing, insurance certificates, and fictitious business licensing properly linking Conico Toro, Inc., to MacValley. Upon developing the subsequent amendment, staff verified that all proper documentation was in place for continued services with MacValley. MacValley has been the City's bulk fuel provider for more than 13 years.

DISCUSSION

TABLE 1 - MacValley currently delivers bulk fuel to the following City locations:

	Locations	Unleaded Gasoline	Clear Diesel	Red Dye Diesel
1	Environmental Resources 111 S Del Norte Boulevard	✓		✓
2	Fire Station 1 491 S K Street	✓	✓	

3	Fire Station 2 531 E Pleasant Valley Road		✓	
4	Fire Station 3 150 Hill Street		✓	
5	Fire Station 4 230 W Vineyard Avenue		✓	
6	Fire Station 5 1450 Colonia Road		✓	
7	Fire Station 6 2601 Peninsula Road		✓	
8	Fire Station 8 3000 S Rose Avenue	✓	✓	
9	Wastewater Treatment Plant 6001 Perkins Road	✓	✓	
10	River Ridge Golf Club 2401 W Vineyard Avenue	✓		✓

TABLE 2 - New locations to be incorporated:

	Locations	Unleaded Gasoline	Clear Diesel	Red Dye Diesel
1	Water Campus 251 South Hayes			✓
2	Blending Station 3 1700 Solar Drive			✓
3	Blending Station 4 3637 Rose Avenue			✓
4	Blending Station 5 980 E Pleasant Valley Road			✓
5	AWPF 5700 Perkins Road			✓

Services for bulk fuel delivery were competitively bid and have provided the most economical option for the City. As a result of the Bid Process, MacValley was the lowest responsive bid based on markup cost above the California Oil Price Information Service (OPIS) who regulates fuel pricing to California fuel suppliers. The cost per gallon of fuel consists of the OPIS Wholesale Rack Pricing published average plus \$0.215. The contract allows a \$0.005 increase each year which is set to increase to \$0.220 in FY 2022-23 and \$0.225 in FY 2023-24.

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 cost for this Amendment shall not exceed \$1,700,000 through June 30, 2024. In past years, fuel pricing had remained consistent. However, fuel prices have increased approximately 33% in the third quarter of FY 2021-22. Fuel prices are anticipated to remain high for an undetermined length of time and could continue to increase. The funds requested for this amendment include potential increases in fuel prices through the term of the agreement. Funding will begin in the FY 2022-23 and has been considered in the Proposed Budget. Subsequent fiscal year funding will be requested in the annual budget process. The estimated annual cost per Division is as follows:

ESTIMATED SPENDING PLAN			
Division	FY 22-23	FY 23-24	Total
Wastewater (611,621), Storm Water (114) 611-6103 621-6205 114-3501 114-3502 611-6101	\$272,000	\$272,000	\$544,000
Environmental Resources 631-6312	\$186,000	\$190,000	\$376,000
Fire Stations 1-6 & 8 741-7501	\$300,000	\$330,000	\$630,000
River Ridge Golf Course 651-6401	\$52,000	\$58,000	\$110,000
Water Campus Blending Stations 3-5 601-6010	\$10,000	\$10,000	\$20,000
AWPF 601-6010	\$10,000	\$10,000	\$20,000
Total			\$1,700,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 24, 2022 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-8126 First Amend
2. Fully Executed A-8126

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment (“First Amendment”) to the Trade Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____ by and between the City of Oxnard, a municipal corporation (“City”), and Conico Toro, Inc. (“Vendor”) This First Amendment amends the Agreement entered into on July 1, 2019 by City and Vendor.

City and Vendor agree as follows:

1. The “date” in Section 5 of the Cover Page of the Agreement is hereby amended to “June 30, 2024.”
2. The “amount” in Section 6 of the Cover Page of the Agreement is hereby amended to “\$3,120,200”
3. The “name” in Section 7 of the Cover Page of the Agreement is hereby amended to “Jose Arreola.”
4. The “email” in Section 12 of the Cover Page of the Agreement is hereby amended to “jose.arreola@oxnard.org.”
5. The reference to the “Schedule and Scope of Services” Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the “Water Schedule and Scope of Services” Exhibit and the “AWPF Schedule and Scope of Services” Exhibit. The “Water Schedule and Scope of Services” Exhibit and the “AWPF Schedule and Scope of Services” Exhibits are attached hereto and incorporated herein by this reference.
6. The reference to the “Rates and Cost” Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the “Delivery Rates and Cost” Exhibit. The “Delivery Rates and Cost” Exhibit is attached hereto and incorporated herein by this reference.
7. 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

CONICO TORO, INC.

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

ATTEST:

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

APPROVED AS TO FORM:

 4/26/22
Stephen M. Fischer, City Date
Attorney (always required)

 4/26/22
Peter Hong, President² Date

 4/26/22
Chris Do, Controller Date

1

2

“WATER SCHEDULE AND SCOPE OF SERVICES EXHIBIT”

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Delivery Frequency
NORTH TANK Water Campus 251 S. Hayes Ave. Oxnard, CA 93030	Red Dye Diesel	3,000	2 times per year
SOUTH TANK Water Campus 251 S. Hayes Ave. Oxnard, CA 93030	Red Dye Diesel	4,000	2 times per year
STATION 3 1700 Solar Dr. Oxnard, CA 93030	Red Dye Diesel	2,000	2 times per year
STATION 4 3637 N. Rose Ave. Oxnard, CA 93036	Red Dye Diesel	145	2 times per year
STATION 5 980 E. Pleasant Valley Rd. Oxnard, CA 93033	Red Dye Diesel	77	2 times per year
All Tanks Have a Max of 80% Fill			
Estimated Annual Quantity 1,000 Gallons			

“AWPF SCHEDULE AND SCOPE OF SERVICES EXHIBIT”

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Delivery Frequency
Advanced Water Purification Facility (AWPF) 5700 Perkins Rd. Oxnard, CA 93033	Red Dye Diesel	230	3 times per year
Estimated Annual Quantity 690 Gallons			

“DELIVERY RATES AND COST EXHIBIT”

A \$170.00 labor/delivery charge will be applied to locations that have deliveries under 150 gallons. (2-hour minimum at the rate of \$85.00 per hour)

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2019
- (2) Vendor: Conico Toro, Inc.
- (3) Services: Bulk Fuel Deliver Services for Various City Sites
- (4) Schedule of Services: See Schedule and Scope of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: June 30, 2022
- (6) Total Agreement Amount: \$1,420,200
- (7) City's Project Manager: Bill Birch
- (8) Vendor's Project Manager: Chris Do
- (9) Insurance Coverage: INS-I
- (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:
- | | |
|--|--|
| <p><i>FOR VENDOR:</i></p> <p>100 North Del Norte Boulevard
Oxnard, CA 93030
Attn: Chris Do, Controller</p> | <p><i>FOR CITY:</i></p> <p>1060 Pacific Avenue
Oxnard, CA 93030
Attn: Bill Birch, Fleet Services Manager</p> |
|--|--|
- (12) Contact Emails:
- | | |
|---|--|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>chris.do@conicoinc.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>bill.birch@oxnard.org</p> |
|---|--|

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:

- ☒ Schedule and Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Living Wage Policy Exhibit
- ☒ Insurance Exhibit (INS-I)



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.

a. 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.

b. 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.

c. 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.

a. 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 \$15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 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.

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 the Oxnard 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.

e. 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

CONICO TORO, INC.

Tim Flynn 5/21/19
☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

 Peter Hong, President Date

 Chris Do, Controller Date

ATTEST:

Michelle Ascencion 5/21/19
 Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer 5/8/19
 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. The City requires the following for any contract:

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

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

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

CITY OF OXNARD

CONICO TORO, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

 _____ Date 4/30/19
 Peter Hong, President

 _____ Date 4/30/19
 Chris Do, Controller

ATTEST:

 Michelle Ascencion, 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 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. 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.

SCHEDULE AND SCOPE OF SERVICES EXHIBIT

Vendor shall provide bulk fuel delivery services for all referenced fuel types for the City's current and future tanks. If delivery is not regularly scheduled or if fuel supply is running low, fuel shall be ordered and delivered by means of a phone call to the Vendor. Regardless of whether a delivery is scheduled or unscheduled, all tanks shall be topped off. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right to add or delete delivery sites and fuel types as needed during the course of the Agreement. Please contact City staff regarding City-observed holidays when facilities are closed:

New Year's Day
 Dr. Martin Luther King Day
 Presidents Day
 Caesar Chavez Day
 Memorial Day
 Independence Day

Labor Day
 Veterans Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Day

Estimated Quantities: The annual quantities listed in the table below are estimates only. The City shall not be penalized for purchasing more or less than the quantities listed. All gasoline and diesel delivered under this Agreement shall meet the latest requirements of the California Air Resources Board (CARB), Federal, State and local governments, as well as fuel industry laws, codes, requirements, standards and guidelines currently in force, and any of those put in force during the Agreement period. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations and standards.

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Delivery Frequency
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	Weekly
	Unleaded Gasoline	10	100	As needed
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	Weekly
	Clear Diesel	1,000	9,500	Weekly
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	Weekly
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	Weekly
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	Weekly
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	Weekly
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	Weekly
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	Weekly
	Clear Diesel	750	8,500	Weekly
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline	240	10,500	Up to twice a week
	Red Dye Diesel	240	6,000	Up to twice a week
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	Twice a year
	Clear Diesel	10,000	10,000	Twice a year

Vendor shall deliver unleaded gasoline, using a low-pressure pump, to Environmental Resources' 10-gallon gas cans. Vendor shall provide River Ridge Golf Course with above-ground tanks for these fuel types as well as electric gasoline/diesel pumps for the tanks.

All other City locations have their own above-ground fuel tanks.

Summary of estimated annual quantities detailed above:

Unleaded Gasoline	27,600 gallons
Clear Diesel	50,900 gallons
Red Dye Diesel	47,600 gallons

Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses or whatever is needed to appropriately pump the fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.

Delivery Contacts:

- Environmental Resources: James Torrez, phone (805)200-2215, email james.torrez@oxnard.org
- Fire Stations 1-8: Karsten Guthrie, phone (805)385-7704, email karsten.guthrie@oxnard.org
o Vendor shall receive Fire Station gate codes prior to making first delivery.
- River Ridge Golf Course: Art Gutierrez, phone (805)385-7951, email art.gutierrez@oxnard.org
- Wastewater Treatment Plant: Jeff Palacio, phone (805)271-2208, email jeff.palacio@oxnard.org

Emergency Requirements: The Vendor shall guarantee that, in the event of a declared emergency or natural disaster, priority will be given to all City vehicles/equipment for fuel purchases.

- For River Ridge Golf Course: The Vendor shall certify that above-ground storage tanks and piping will withstand seismic/earthquake events with magnitudes specific to this area's seismic zone (Zone D).
- The Vendor shall provide the City with a 24-hour emergency contact number.
- The Vendor shall provide the City with an emergency plan and necessary personnel to accommodate the City's needs in the event of a declared emergency or natural disaster.
- Actual hours of operation and response times shall be dependent upon the demands and needs of any particular emergency and shall be coordinated with a City representative. Hours of operation can range from a 24-hour-per-day requirement to predetermined hours of operation as established by the City.

Pricing:

- The Vendor's price shall consist of the Thursday Unbranded OPIS (Oil Price Information Service) LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel, plus a stated amount which shall be applied to the published average, to establish cost per gallon of fuel. This Thursday price shall be the cost basis for deliveries made the following week (Monday-Sunday).
- If the OPIS price is not reported for a particular Thursday, the most recent price previously reported shall be used as the base price.
- The quoted price above OPIS shall remain firm for the term of the Agreement. This quoted price shall include Vendor's costs except for fees and taxes levied by the Federal government, State of California, County of Ventura, and City of Oxnard.
- If OPIS discontinues publication of a contractual-based pricing index, the City and Vendor shall negotiate on a new pricing index. If the City and Vendor cannot agree on a new pricing methodology, the City may terminate the Agreement.

Billing:

- Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered amounts.
- Vendor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price and all taxes, fees, and surcharges.

Every Thursday, Vendor shall send, to all billing contacts by e-mail, an electronic copy of the OPIS price sheet for the Thursday Unbranded OPIS LA Early Day Unleaded/Diesel Average Price for all refineries listed in Los Angeles (PADD 4/5) for unleaded gasoline, clear diesel (#2) and red dye diesel.

- The current Thursday OPIS price shall be the basis for invoice prices for deliveries made the following week (Monday-Sunday).
- Environmental Resources billing contact:
 - Bulk fuel invoices for Environmental Resources shall be sent electronically to: James Torres, Environmental Resources Division Interim MRF Manager, phone (805) 200-2215, e-mail james.torrez@oxnard.org. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five (5) business days after delivery.
 - Billing address: City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.
- Oxnard Fire Stations billing contact:
 - Bulk fuel invoices for Oxnard Fire Stations, and their corresponding delivery slips, shall be mailed to: Bill Birch, Fleet Services Manager, in the Fleet Services Division, phone (805)385-8080, email bill.birch@oxnard.org. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five business days after delivery.
 - Billing address: City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.
- River Ridge Golf Course billing contact:
 - Bulk fuel invoices for the River Ridge Golf Course shall be sent to: Art Gutierrez, Interim Maintenance Services Manager, phone (805)385-7951, e-mail art.gutierrez@oxnard.org.
 - Billing address: River Ridge Golf Course, 2401 West Vineyard Avenue, Oxnard, CA 93036.
- Wastewater Treatment Plant billing contact:
 - Bulk fuel invoices for the Wastewater Treatment Plant shall be sent to: Jeff Palacio, Wastewater Maintenance Supervisor, phone (805)271-2208, e-mail jeff.palacio@oxnard.org.
 - Billing address: City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

RATES AND COSTS EXHIBIT

Location and Address	Type of Fuel	Capacity per Tank (Gallons)	Estimated Annual Quantity (Gallons)	Markup Above California O.P.I.S. UBD RACK AVG
Environmental Resources 111 Del Norte Boulevard Oxnard, CA 93030	Red Dye Diesel	1,500	41,600	\$0.205*
	Unleaded Gasoline	10	100	\$0.205*
Fire Station 1 491 South "K" Street Oxnard, CA 93030	Unleaded Gasoline	500	4,000	\$0.205*
	Clear Diesel	1,000	9,500	\$0.205*
Fire Station 2 531 East Pleasant Valley Road Oxnard, CA 93033	Clear Diesel	500	3,900	\$0.205*
Fire Station 3 150 Hill Street Oxnard, CA 93033	Clear Diesel	1,000	4,500	\$0.205*
Fire Station 4 230 West Vineyard Avenue Oxnard, CA 93036	Clear Diesel	1,000	5,500	\$0.205*
Fire Station 5 1450 Colonia Road Oxnard, CA 93030	Clear Diesel	500	4,500	\$0.205*
Fire Station 6 2601 Peninsula Road Oxnard, CA 93035	Clear Diesel	1,000	4,500	\$0.205*
Fire Station 8 3000 South Rose Avenue Oxnard, CA 93033	Unleaded Gasoline	250	3,000	\$0.205*
	Clear Diesel	750	8,500	\$0.205*
River Ridge Golf Course 2501 North Ventura Road Oxnard, CA 93036	Unleaded Gasoline	240	10,500	\$0.205*
	Red Dye Diesel	240	6,000	\$0.205*
Wastewater Treatment Plant 6001 Perkins Road Oxnard, CA 93033	Unleaded Gasoline	10,000	10,000	\$0.205*
	Clear Diesel	10,000	10,000	\$0.205*

*above markup will increase \$0.005 each year.

2019: +\$0.205, 2020: +\$0.210, 2021: +\$0.215, 2022: +\$0.220, 2023: +\$0.225

Taxes & Fees Listings

Tax/Fee Description	Gasoline	Clear Diesel	Dyed Diesel
Fed L.U.S.T.	0.001	0.001	0.001
Fed Excise *	0.183	0.243	0
Fed Oil Spill	0	0	0
GHG Fee	0.1259	0.1523	0.1523
LCFS Fee	0.1303	0.1564	0.1564
CA Excise	0.417	0.36	0
CA UST	0.02	0.02	0.02
CA Childhood Lead	0.0011	0	0
CA Env. Surcharge	0.004982	0.00461	0.00461
CA Sales Tax	2.25%	13.00%	7.25%
Oxnard Sales Tax	0.50%	0.50%	0.50%

All above prices as of 1/3/19. Subject to change at any time.

Any new Federal and State taxes and fees implemented during the duration of the agreement will be added

* Only applies to River Ridge Golf Course. The city is exempt

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 \$15.67 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, 2018**

42. 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 Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 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.

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 the Oxnard 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.

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

**INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. 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. Vendor 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-I. 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

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

4. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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 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-L.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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:		☐ 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:	
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence			
LIABILITY LIMITS IN THOUSANDS \$			
EACH OCCURRENCE		AGGREGATE	
COVERAGES ☐ 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: 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 _____	



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11

DATE: June 21, 2022

TO: City Council

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

SUBJECT: Third Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Compressed Natural Gas (CNG) Residential Refuse Collection Vehicles for the Environmental Resources Division.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Rental Agreement No. A-8221 with Big Truck Rental, LLC to increase the not to exceed amount from \$1,707,200 to \$3,168,800 and extend the term from June 30, 2022 to June 30, 2023 for the short term rental of 15 compressed natural gas (CNG) residential and commercial refuse collection vehicles.

(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 Compressed Natural Gas (CNG) commercial refuse collection vehicles for the Environmental Resources Division (ER) in Public Works. The purpose of the short term rental allowed for uninterrupted daily residential and commercial collection services to continue while the City pursued a comprehensive, formal lease-purchase agreement of 26 new CNG vehicles for ER. On October 20, 2020 Amrep legally transferred Agreement A-8221 to Big Truck Rental, LLC (BTR).

On March 2, 2021, Council approved the lease-purchase acquisition of 26 CNG collection vehicles from Velocity Truck Centers in Oxnard.

On June 15, 2021, the City Council approved the First Amendment to Rental Agreement A-8221 with BTR in the amount of \$621,000 for a new total not to exceed \$1,243,200 and to extend the term to June 30, 2022. This First Amendment extended the rental of the original seven CNG collection vehicles for an additional year due to the loss of existing diesel commercial vehicles due to maintenance issues or State emission requirements.

On December 21, 2021, the City Council approved the Second Amendment to Rental Agreement A-8221 with BTR for the rental of eight additional residential CNG collection vehicles in the amount of \$464,000 for a new total not to exceed \$1,707,200. The Second Amendment allowed for compliance with the State's residential food waste and organic waste collection mandate (SB 1383) that became effective on January 1, 2022.

DISCUSSION

The estimated delivery date from Amrep for the 26 new lease-purchase CNG refuse collection vehicles was January of 2022. Unfortunately, due to the effects of the COVID pandemic on the national supply/transportation chain and labor availability, the delivery of nine CNG refuse collection vehicles has been delayed. The anticipated delivery date is now June 2022.

In an effort to account for potential delivery delays, aging fleet of refuse collection vehicles (Table 1), and collection route expansion; we recommend the extension of all 15 CNG refuse collection vehicles from BTR. This will allow for the uninterrupted commercial collection services to occur while the new lease-purchase vehicles arrive and are incorporated into the fleet.

Table 1 - Environmental Resources Aging Fleet

#	Model Year	Life Cycle Years	Manufacturer	Vehicle Identification	Fuel Type	Current Mileage
1	2005	17	Autocar	05101	Diesel	201,365
2	2005	17	Autocar	05202	Diesel	178,528
3	2006	16	Autocar	06102	Diesel	147,852
4	2006	16	Autocar	06107	Diesel	136,038
5	2006	16	Autocar	06108	Diesel	138,509
6	2006	16	Autocar	06105	Diesel	144,340
7	2006	16	Autocar	06103	Diesel	148,855
8	2006	16	Autocar	06106	Diesel	150,551
9	2009	13	Autocar	09100	Diesel	105,518
10	2009	13	Autocar	09101	Diesel	111,003

This Third Amendment with BTR allows the return of any of the 15 CNG refuse collection vehicles during this agreement without monetary penalty. Leased vehicles will be returned based on the delivery of the new CNG refuse collection vehicles or any new vehicle purchases. Due to the aging fleet of refuse collection vehicles in ER, it is expected that approximately seven to ten vehicles will be leased at any given time. The leasing of CNG refuse collection vehicles will be monitored and evaluated throughout the course of this agreement.

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 monthly rental cost per Commercial CNG vehicle is \$7,400, with a total monthly cost of \$51,800. The monthly rental cost for a Residential CNG vehicle is \$8,750, with a total monthly cost of \$70,000. Staff recommends executing a Third Amendment to Agreement No. A-8221 with BTR for an additional period of 12 months; increasing the existing agreement value by \$1,461,600.

The cost for this Third Amendment to Agreement No. A-8221 with BTR is \$1,461,600 for a total new agreement value of \$3,168,800. Funding has been included in the Proposed Budget for FY 2022-23 within the Environmental Resources Fund.

Program – Fund	Account Number	FY 2022-23 Spending Plan
Environmental Resources Operating Fund – Residential Collection	631-6307-846.83-21	\$ 840,000

Environmental Resources Operating Fund – Commercial Collection	631-6308-846.83-21	\$ 621,600
TOTAL		\$ 1,461,600

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on May 24, 2022 to approve the staff recommendation and to forward the item for Council approval.

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

ATTACHMENTS

1. 3rd Amendment to A-8221
2. A-8221 through 2nd Amendment
3. Assignment and Assumption

THIRD AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Third Amendment (“Third Amendment”) to the master equipment lease/rental (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Big Truck Rental, LLC (“BTR”). This Third Amendment amends the Agreement entered into on June 16, 2020 by City and Amrep Manufacturing Company, LLC. The Agreement previously has been amended on December 21, 2021, by a Second Amendment, and on June 15, 2021, by a First Amendment.

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 months for a maximum lease/rental term of thirty six (36) months.
2. The lease/rental terms set forth in Exhibit “B” of the Agreement are hereby extended on a month to month basis for an additional twelve months for a maximum lease/rental term of eighteen (18) months.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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 of 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").

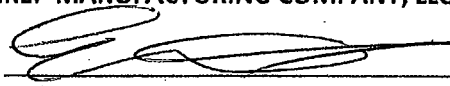
- n) **Relationship of Parties.** Nothing herein creates a joint venture or partnership between the parties to this Agreement or an employee/employer relationship. Customer is an independent contractor pursuant to this Agreement. Neither party to this Agreement has any express or implied right or authority 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

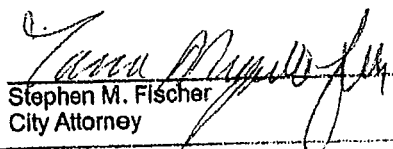
Title: _____

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.

FRIST 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 15th day of June, 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:

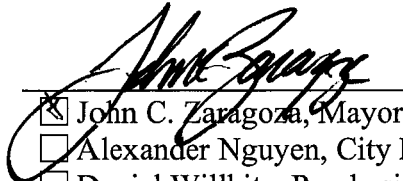
1. The lease/rental terms set forth in Exhibit "A" of the Agreement are hereby extended on a month to month basis for an additional twelve (12) months for a maximum lease/rental term of twenty four (24) months.
2. As so amended, the Agreement remains in full force and effect.

[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

 6-15-21
☒ John C. Zaragoza, Mayor | Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

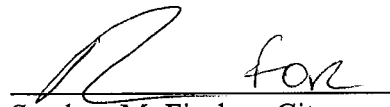
Scott Smith, | Date
Director of Municipal Sales

Eric Voss, | Date
Vice President, Sales

ATTEST:

 6/15/21
Rose Chaparro, City Clerk | Date
(only if Mayor signs)

APPROVED AS TO FORM:

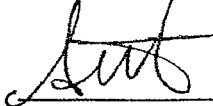
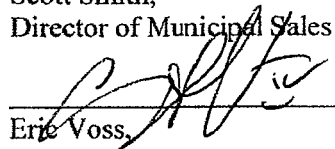
 for 3/24/21
Stephen M. Fischer, City | Date
Attorney (always required)

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

 _____ 3/19/21
 Scott Smith, Date
 Director of Municipal Sales
 _____ 3.23.21
 Eric Voss, Date
 Vice President, Sales

ATTEST:

 Rose Chaparro, City Clerk Date
 (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 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.

SECOND AMENDMENT TO MASTER EQUIPMENT LEASE/RENTAL AGREEMENT

This Second Amendment ("Second Amendment") to the master equipment lease/rental ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of December, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Big Truck Rental, LLC ("BTR"). This Second Amendment amends the Agreement entered into on June 16, 2020, by City and Amrep Manufacturing Company, LLC (Amrep). The Agreement previously has been amended on June 15, 2021, by a First Amendment.

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

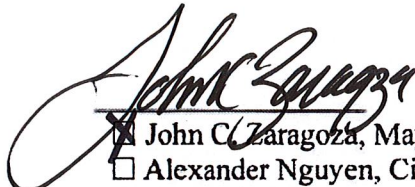
NOW THEREFORE, City and BTR agree as follows:

1. In Section 3 of the Agreement, the selected answer is hereby amended to state: "Customer shall pay BTR the sum of \$7,400.00 per month per item of front loader Equipment and the sum of \$8,750 per month per item of side loader 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 BTR invoice."
2. The following is attached hereto and incorporated herein by this reference into the Agreement: Side Loader Refuse Trucks Exhibit - B
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

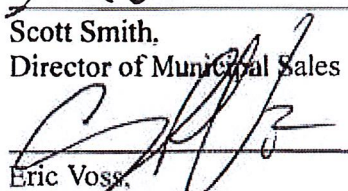
CITY OF OXNARD

 12-21-21
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

 12/21/21
Rose Chaparro, City Clerk Date
(only if Mayor signs)

BIG TRUCK RENTAL, LLC

 10/29/2021
Scott Smith, Date
Director of Municipal Sales
 11.1.21
Eric Voss, Date
Vice President, Sales

APPROVED AS TO FORM:

 11/8/21
Stephen M. Fischer, City Date
Attorney (always required)

Exhibit - B Side Loader Refuse Trucks

BTR SUPPLEMENTAL AGREEMENT



Company Address 5001 W. Lemon St.
Tampa, FL 33609
Prepared By Scott Smith

Created Date 10/19/2021
Email scotts@bigtruckrental.com
Quote Number 00022589

CUSTOMER INFORMATION

Billing Customer City of Oxnard
Billing Contact Jose Alvarez
Billing Address 111 S Del Norte Blvd
Oxnard CA 93030
Billing Email jose.alvarez@oxnard.org
Billing Phone 805-814-2716
Billing Mobile 8052072125

Rental Customer City of Oxnard
Shipping Contact Jose Alvarez
Shipping Address 111 South Del Norte Boulevard
Oxnard CA 93030
United States
Shipping Email jose.alvarez@oxnard.org
Shipping Phone 805-814-2716
Shipping Mobile 8052072125

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis VIN	Product Family	License Plate	Miles	Hours
4020074	2021	Peterbilt	520	3BPDLK0X8MF109931	SIDE LOADER	MB68AC	25,472	1,835
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
					SIDE LOADER		0	0
4020023	2021	Peterbilt	520	3BPDLK0XXMF108313	SIDE LOADER	MB15AI	18,335	1,206

Pricing Details

Quantity	Sales Price	Total Product Price	Transportation Cost
4.00	\$2,187.50	\$8,750.00	\$1,400.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$6,175.00
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4.00	\$2,187.50	\$8,750.00	\$6,175.00
4.00	\$2,187.50	\$8,750.00	\$1,400.00

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$70,000.00	Total Amount Due	\$109,850.00
Total Security Deposit	\$0.00		

BTR SUPPLEMENTAL AGREEMENT



Total Transportation \$39,850.00
Cost

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Pricing is for the monthly (4 week) rental rate of 8 automated side loaders and is based on OMNIA Partners national cooperative contract #2019000319

Transportation cost is a one-time fee and is based on location of trucks at time of rental. Currently, 2 trucks are available at our Las Vegas dealer location and quote has been adjusted accordingly. The other 6 trucks include estimated transport amounts - actual will be determined at time of rental

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

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]

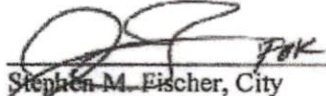
WITNESS, the Parties have caused their authorized representatives to execute this Assignment as of the date first above written.

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 Attorney (always required) Date

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
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.12

DATE: June 21, 2022

TO: City Council

FROM: Eden Alomeri, Billing and Licensing Director, (805) 385-7811, eden.alomeri@oxnard.org

SUBJECT: Agreement No. A-8467 with Infosend, Inc. for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a three-year agreement with Infosend, Inc. for utility bills and business tax form printing, inserting and mailing services in an amount not to exceed \$996,534 to commence on July 1, 2022, through June 30, 2025.

(Finance and Governance Committee approved 2-0)

BACKGROUND

The Department of Billing and Licensing creates the charges for water, wastewater and solid waste services delivered to customers within the City and in selected surrounding areas. Utility bills are mailed daily Monday through Thursday to approximately 45,000 customers each month. The department also sends out notices of business tax renewals to approximately 12,000 individuals and establishments who conduct business or are based within the City. Approximately 1,000 business tax renewal forms and 1,000 business tax certificates are mailed out each month. Infosend, Inc. is currently performing the printing, inserting and mailing services for the City. The agreement with Infosend, Inc. expires on June 30, 2022.

DISCUSSION

On February 15, 2022, the Department of Billing and Licensing launched a request for proposals (RFP) for utility bill and business tax form printing and mailing services. Five respondents submitted their proposals, and each proposal was evaluated and rated based on price, performance, location, quality of work and experience. Based on this, staff recommends awarding the agreement to Infosend, Inc.

The lowest price was offered by Sebis Direct Inc. Sebis does not have a USPS detached mail unit inside its facility, so it will need to transport our bills to the nearest USPS office daily. The vendor is also located in Illinois. The combination of these two facts will make it such that the mailing of the bills will take between three to seven days to arrive at our customers' mailboxes. The second lowest proposal came from Infosend, Inc., which is located in Anaheim, California, and has a USPS Detached Mail Unit facility located inside its facility. Thus, it will only take two to three days for the bills to reach the customers. Staff believes this is a critical difference in services offered.

Second, the City has used Infosend for the past decade, and the various City departments who use the inserts as a way of disseminating information usually outsource the printing of inserts to local printers (e.g., Custom Printing in Oxnard). The local printers deliver the boxes of inserts in person to Infosend at no charge or ship the boxes to Anaheim. Shipping inserts to Illinois will incur the City more expense, though we do not know how this expense will compare with the difference of \$2,000 per year between Sebis and Infosend.

Third, Sebis did not provide a response to some of the questions in our RFP, and its three references did not respond to our calls. In contrast, Infosend has been a business partner of the City since July 2012. They consistently provide high quality products and exceptional service using state-of-the-art equipment. Infosend specializes in supporting over 550 public agency clients nationwide. They distribute more than 240 million printed and electronic documents annually.

Finally, Infosend has been through over 100 successful Tyler implementations. Some of these conversions were with former Central Square clients who converted to the Tyler system. The City's Utility Billing and Business Licensing systems are scheduled to convert to Tyler system in the next few years, and having a vendor with this experience will be invaluable. For all the reasons stated above, staff recommends Council award the contract to Infosend.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost of the three-year agreement with Infosend, Inc. amounts to \$996,534. The Fiscal Year 22-23 estimated cost of this agreement is \$316,109. The Fiscal Year 22-23 recommended budget will include \$19,144 from the General Fund (\$7,394, account 101-1203-801-8209 and \$11,750, account 101-1203-801-8101) and \$296,965 from the proposed Utility Billing Fund (\$58,865, account 725-1211-852-8216 and \$238,100, account 725-1211-856-8101). Funding for the remaining contract amount in future years will be included in the recommended budgets of each fiscal year.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on May 24, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Armida Monares, Treasury Supervisor

ATTACHMENTS

1. A-8467 Infosend, Inc.-final

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2022
- (2) Vendor: Infosend, Inc.
- (3) Services: Utility Bill and Business Tax form Printing, Inserting and Mailing Services
- (4) Schedule of Services: Monday to Friday 8am – 5pm
 - See Scope of Services Exhibit-A and Rate and Costs Exhibit-B, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: June 30, 2025
- (6) Total Agreement Amount: \$ 996,534
- (7) City’s Project Manager: Armida Monares, Billing & Licensing Supervisor
- (8) Vendor’s Project Manager: Matt Schmidt, Chief Operating Officer
- (9) Insurance Coverage: INS-A
- (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: 4240 E La Palma Ave,
Anaheim, CA 92807

Attn: Russ Rezai, President

- (12) Contact Emails:
Matt.s@infosend.com

VENDOR’S PROJECT MANAGER:

Matt Schmidt, Chief Operating Officer

FOR CITY: 214 South C Street, Oxnard, CA 93030

Attn: Armida Monares, Billing & Licensing Supervisor

armida.monares@oxnard.org

CITY’S PROJECT MANAGER:

Armida Monares, Billing & Licensing Supervisor

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 Services Exhibit | ✕ Living Wage Policy Exhibit |
| ✕ Rates and Costs Exhibit | ✕ Insurance Exhibit (INS-C) |

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. Invoices may be emailed to: invoices@oxnard.org.
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 \$16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, 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 Indemnites 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

INFOSEND, INC

☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager
☐ Patricia Garcia, Buyer

 Russ Rezai, President ²

 Date

 Roxanna Weil, Secretary

 Date

ATTEST:

 Rose Chaparro, City Clerk Date
 (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 (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 SERVICES

EXHIBIT A

1. Vendor is a "Full Service" vendor capable of providing all services requested with no subcontracting of any portions of the projects, including presorting, artwork, programming, etc.
2. Vendor has a backup plan for disaster recovery and business continuity.
3. Vendors production facility, where forms will be printed and mailed, is located within the State of California.
4. Vendor is responsible for procuring and warehousing forms and envelopes in anticipation of printing needs at no cost.
5. Vendor will allow City representatives to view the production facility before selection of final vendor and/or during production of statements after the contract is awarded. This includes the possibility of a test run of a full file of bills with a City representative at the vendor's production facility.
6. Vendor has the capability to allow search and view of sample statements before and after mailing.
7. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
8. Vendor has the ability to handle a high-volume production on a daily basis.
9. All functions must be handled start to finish on the same premise, including in house presorting.
10. Bill to the City will include at minimum the following information presented on a monthly invoice:
 - a. Detailed cost of print, fold, insert, meter, sort of regular bills.
 - b. Detailed cost of print, fold, insert, meter, sort of delinquent notices.
 - c. Detailed cost of print, fold, insert, meter, sort of final accounts: 1st notices.
 - d. Detailed cost of print, fold, insert, meter, sort of final accounts: 2nd notices.
 - e. Detailed cost of print, fold, insert, meter, sort of business tax certificate renewal notices.
 - f. Detailed cost of print, fold, insert, meter, sort of business tax certificate delinquent notices.
 - g. Detailed cost of print, fold, insert, meter, sort of business tax certificate final notices.
 - h. Detailed cost of print, fold, insert, meter, sort of business tax certificates.
 - i. Cost of house holding certain statements.
 - j. Detailed cost of print, fold, insert of additional materials handled such as inserts.
 - k. Postage
 - l. Other charges

PRINTING

1. Vendor is able to print same or better level of detail as current forms.
2. Vendor is able to print variable data in black, black plus one spot color, black plus multiple spot colors, or in full color (CMYK).
3. Vendor has ability to MICR/OCR laser print.
4. Vendor is capable of providing a graphical presentation of the water consumption data comparing usage for the last two 12-month periods.
5. Vendor is capable of printing standard 3 of 9 barcoding.
6. Vendor has multiple page and selective inserting capabilities (at least 5 inserts).
7. Vendor is able to laser image onto cut sheet paper.

8. Vendor is able to print in color advertisement on pre-designated area of the statement.
9. Vendor is able to print in color messages on pre-designated area of the statement.
10. Vendor is able to print on the back of utility bill the instructions on how to pay at 7-Eleven including the logos and barcode compatible with the 7-Eleven store system.
11. Imaging resolution used in printing is 600 DPI or better.
12. Vendor is able to preprint forms, envelopes, and fliers (if necessary).
13. Vendor is able to warehouse preprinted forms (if necessary) in climate controlled facility for use at specified time.

MAILING

1. Vendor is able to mail daily (4 days per week) runs of approximately 3,000 per day and twice this quantity two times per month.
2. Vendor is able to mail monthly runs of approximately 875 business tax certificates and 1,210 business tax certificate renewal notices.
3. Turnaround: vendor is able to guarantee next-day printing and delivery to bulk mail center if file is delivered and approved by 5 PM.
4. Vendor has capability to CASS/PAVE/NCOA certify mail piece to obtain the lowest possible postage rate.
5. Vendor will mail via presort First Class mail to maximize postal discount.
6. Vendor is able to sort to the carrier route level.
7. Vendor will use the USPS full service Intelligent Mail Barcode for all outgoing mail pieces. Vendor must pass on \$0.003 discount per mail piece applied by the USPS for all full service IMB barcoded mail pieces.
8. Vendor will presort to conform to latest USPS notification.
9. Vendor will include zip+4 barcoding on all outgoing mail.
10. Vendor is able to provide proof of delivery to the USPS on an as requested basis.
11. Vendor will pre-pay for postage on agency's behalf and bill agency for actual postage used on a monthly basis.
12. There will be one utility bill, one return envelope and at least one insert (if any) per envelope.
13. There will be one business tax certificate renewal notice, one return envelope and at least one insert (if any) per envelope.
14. There will be one business tax certificate per envelope.
15. Multiple statements to the same owner and mailing address will be matched and hand inserted in the appropriate size envelope, metered first-class separately and delivered to the USPS at the same time as other bills are delivered.
16. City of Oxnard utility bills will be sorted separately and delivered via courier to the City designated person/location.
17. Certain business tax certificates (under a predefined code) will be sorted separately and delivered via e-mail in PDF format to the City-designated person/location.

INSERTING

1. Vendor is able to print inserts and meet the following requirements:
 - a. Average Quantity: 40,000 Utility Bills and 2,085 Business Tax forms per month
 - b. Frequency: Minimum of one insert per mail piece.
 - c. Artwork: CRA
 - d. Halftones: One per insert (optional)

- e. Fold: To fit #10 envelopes
- f. Pricing: Per thousand
- 2. Vendor is able to receive and accept for mailing drop-shipped inserts.
- 3. Vendor is able to accept inserts of different weight of paper, paper size and type of fold, etc.

TECHNOLOGY/HARDWARE

- 1. Vendor has ability to accept upgrades to current customer billing system
- 2. Vendor will provide a password secure/secure directory.
- 3. Vendor will provide one password per customer. Vendor controlled-no unauthorized access.
- 4. Vendor will provide an emergency backup plan for production and has the ability to duplicate all machinery to avoid an out of service situation.
- 5. At a minimum, vendor is capable of accepting, receiving data during 24 hours in the following methods:
 - a. Electronic
 - b. CD and/or Flash Drive
 - c. Asynchronous transmission
- 6. Vendor has the capability to distinguish unique types of bills and business tax forms and use the appropriate color ink assigned to each type of forms:
 - Regular Bill
 - Regular Delinquent
 - 1st Final Notice
 - 2nd Final Notice
 - Business Tax Certificate Renewal Notices
 - Business Tax Certificate Delinquent Notices
 - Business Tax Certificate Final Notices
 - Business Tax Certificates
- 7. Vendor is able to perform Intelligent/Selective inserting based on unique type or other parameters provided in the data. Types might include but are not limited to the following examples:
 - a. Cycle/Route
 - b. Customer type (residential/commercial)
 - c. Zip Code
 - d. Business Classification Code
 - e. Business Rate Code
- 8. Vendor has the ability to archive the data for viewing bills on-line or for use at a later time, if needed.

ADDITIONAL SERVICES

- 1. Vendor is capable of archiving bills for viewing and approval prior to sending file to production.
- 2. Vendor is capable of archiving bills for viewing bills on-line.
- 3. Vendor will serve as a resource expert regarding USPS postal regulations.
- 4. Vendor will serve as a resource for solution-based recommendations regarding technological change(s).
- 5. Vendor has Scanner/imaging capability.

ARTWORK

All artwork, layouts, plates, negatives, proofs, and all data discs, i.e., CD, DVD, etc., will become property of the City of Oxnard.

RATES AND COSTS EXHIBIT

Project Cost: Data Processing, Printing, and Mailing for Utility Bills

Initial and Ongoing, Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$NO COST CURRENTLY IMPLEMENTED	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$160.00	Per Hour

Cost of Materials		
White Paper Stock Cost 8.5x11", white 24 pound paper stock. Vendor must be able to provide a micro-perforation on all 1-page statements and on the first page of each multiple page set. The additional pages of the multiple page sets must not have a perforation. The paper cost charged to City of Oxnard for all pages must be the same for simplicity sake.	\$0.017	Per Sheet
Blank Outgoing Envelope Cost Double window #10 envelope with security tint. Double window #10 envelope with security tint (30% post-consumer recycled) Eco-envelope or reusable	\$0.022 \$No Bid* \$No Bid*	Per Envelope Per Envelope Per Envelope
Blank Return Envelope Cost Single window #9 envelope with security tint.	\$0.019	Per Envelope

Single window #9 envelope with security tint (30% post-consumer recycled)	\$No Bid*	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$0.171	Per Envelope

Service Fees		
Existing Format: Per Page Utility Bill and Delinquent Notice Service Fee (excluding materials) approx.50,000 per month Includes file transmission, data processing, duplex black plus blue printing of variable data, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope), and delivery to the USPS. Additional pages priced at the same service fee. Vendors must price this option out.	Print Services \$0.054	Per Page
	Data Processing \$0.01	Per Record
Alternate Utility Bill and Delinquent Notice Format A: Same as Existing Format, Except: Duplex black plus two spot colors of AGENCY's choosing . Vendors can optionally quote this alternative format to give AGENCY the ability to highlight key data in colors other than black. The additional colors that will be used will be setup during implementation and stay constant until AGENCY requests a change. If you cannot provide this format type "Not Available" in the price area.	Print Services \$0.054	Per Page
	Data Processing \$0.01	Per Record
Alternate Utility Bill and Delinquent Notice Format B: Same as Existing Format, Except: Duplex full color (CMYK) printing of variable data. Vendors can optionally quote this alternative format to give AGENCY the ability to create a fully dynamic bill design that can support multiple colors and the dynamic printing of logos and photos in full color. If you cannot provide this format type "Not Available" in the price area.	Print Services \$0.064	Per Page
	Data Processing \$0.01	Per Record
Handwork Fee For householding when there are too many pages to be inserted by machine. For example, if multiple bills are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can either be inserted into a #10 envelope, flat 9x12" envelope or a box.	\$0.40	Per #10 Package
	\$0.17	Per Flat Envelope or Box
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01	Per Additional Insert

Optional Move Update Service Fees NCOALink or ACS service.	\$0.35	Per Reported Change
Optional Archive Fee Images must be stored in PDF format for 24 months.	\$0.018	Per Archived PDF

Project Cost: Data Processing, Printing, and Mailing for Business Tax Forms

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$NO COST CURRENTLY IMPLEMENTED	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$160.00	Per Hour

Cost of Material		
White Paper Stock Cost 8.5x11", white 24 pound paper stock, no perforation. The paper cost charged to the City of Oxnard for all pages must be the same for simplicity sake.	\$0.017	Per Sheet
Business License #10 Custom Envelope Single Window Outgoing – Est volume 875/month. These envelopes include City Logo on upper left hand corner with a clear film. Single window #10 envelope with a clear film. Single window #10 envelope with a clear film (30% post-consumer recycled) Eco-envelope or reusable	\$0.050 \$No Bid* \$No Bid*	Per Envelope Per Envelope Per Envelope
Business License Alternate #10 Custom Envelope Single Window Outgoing- Est Volume 1,210/month. "Business Tax Certificate Renewal Enclosed - Open Immediately" printed on front of #10 envelope. These envelopes include City Logo on upper left hand corner with a clear film. Single window #10 envelope with a clear film. Single window #10 envelope with a clear film (30% post-consumer recycled) Eco-envelope or reusable	\$0.05 \$No Bid* \$No Bid*	Per Envelope Per Envelope Per Envelope
Business License #9 Custom Courtesy Reply Envelope - Est Volume 1,210/month These envelopes include City Logo on the upper left hand corner with the City's return address.	\$0.047	Per Envelope

#9 envelope (30% post-consumer recycled)	\$No Bid*	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	\$0.17	Per Envelope

Service Fees		
Business Tax Certificate - Est Volume 875/month Price includes black ink and blue simplex printing from Postscript file	Print Services \$0.100 Data Processing \$0.01	Per Page Per Record
Business Tax Certificate Renewal Notices - Est Volume 860/month & Business Tax Certificate Delinquent Notices - Est Volume 225/month Price includes black ink duplex printing from a Postscript file. Mail pieces normally have 2 pages. Price is per page	Print Services \$0.100 Data Processing \$0.01	Per Page Per Record
Business Tax Certificate Final Notices - Est Volume 125/month Price includes black ink simplex printing from a Postscript file	Print Services \$0.100 Data Processing \$0.01	Per Page Per Record
Handwork Fee For householding when there are too many pages to be inserted by machine. For example, if multiple forms are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can be inserted into a #10 envelope or flat 9x12" envelope.	\$0.373 \$0.17	Per #10 Package Per Flat Envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	\$0.35	Per Reported Change

***No Bid on recycled & reusable envelopes at this time due to current unreliable sourcing.**

EBPP Item or Function	Cost	Description/ Explanation
Set Up & Implementation: EBPP portal and payment configuration	\$0.00 Waived	
Option One: Price to Load all AGENCY bills into system and store for 24 months	\$0.02	All documents
Price charged per enrolled customer per month	\$0.05	Per enrolled user
Price charged to send bill to AGENCY customer via email	\$0.00 - Included	
Price per payment initiated via the EBPP system	\$0.28	CC/ACH. Interchange additional at pass-through cost.
Monthly Maintenance/Support Costs	\$299.00	EBPP only
Programming charges per hour	\$160.00	After go-live
Please see detailed EBPP pricing options on the following page		

InfoSend Electronic Payments and Presentment Pricing

Note: We have provided pricing for the City's current absorbed payment processing model. InfoSend is happy to provide Convenience fee pricing or hybrid (ACH free to pay, CC with convenience fee for the City upon further discovery

Bank Account (ACH)	\$0.28 per payment
Credit Card (CC) Interchange: Pass-through	\$0.28 per payment

Above fees cover payment initiation through all channels hosted by InfoSend.

All Payment Processing fees will be assessed by a registered ISO of TSYS and included in a merchant statement. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.

Online BillPay Platform	
Online BillPay Setup Fee	WAIVED (\$4995.00 value)
Monthly Maintenance	\$299.00
Per eBill Loaded	\$0.02
Per Enrolled Customer Fee	\$0.05

IVR Platform (Optional)	
IVR Setup Fee	WAIVED (\$1995.00 value)
Second Language Recording Setup Fee (Optional)	\$550.00
Monthly Maintenance	\$199.00
IVR Per Call Fee	\$0.23

SMS Platform (Optional)	
SMS Setup Fee	WAIVED (\$995.00 value)
Monthly Maintenance	WAIVED
SMS Per Text Fee	\$0.03

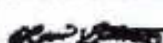
Misc. Payment Fees	
ACH Return Fee	\$3.50
Chargeback Fee	\$20.00
In-Person Virtual Terminal Payments	Included (Must purchase device separately)

Online Banking Payment Consolidation (Optional)	
Setup Fee	WAIVED (\$995.00 value)
Per Bank Payment Fee	\$0.13
Per Rejected Payment Fee	\$0.07
Per Reversal (Optional)	\$3.00

Outbound Notifications (Optional)	
Setup Fee	WAIVED (\$995.00 value)
Monthly Minimum (for 3000 IVR Minutes and SMS Messages)	\$99.00
Per IVR Minute after Minimum	\$0.10
Per SMS after Minimum	\$0.10

INSURANCE EXHIBIT – EXHIBIT C

Evidence of Insurance

Client#: 581763		INFOSENDI		DATE (MM/DD/YYYY) 2/02/2022													
ACORD CERTIFICATE OF LIABILITY INSURANCE																	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).																	
PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656			CONTACT NAME Rocio Gutierrez PHONE (A/C No. Ext.) 949 900-1780 FAX (A/C No.) EMAIL ADDRESS rocio.gutierrez@marshmma.com INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Federal Insurance Company</td> <td style="width: 20%;">NAIC # 20281</td> </tr> <tr> <td>INSURER B: CompWest Insurance Company</td> <td>12177</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's London</td> <td>555555</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>			INSURER A: Federal Insurance Company	NAIC # 20281	INSURER B: CompWest Insurance Company	12177	INSURER C: Underwriters at Lloyd's London	555555	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	
INSURED InfoSend, Inc. 4240 E La Palma Avenue Anaheim, CA 92807																	
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:													
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																	
POLICY	TYPE OF INSURANCE	ADDL. SUBP. INSR. INFO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY) LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ GLAHS-MADE ☒ EXCLUD. GEN'L AGGREGATE LIMIT ATTACHED PERIL ☒ FOLLY ☐ THEFT ☐ USC ☐ OTHER		36031149	02/01/2022	02/01/2023												
					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES \$1,000,000 MED. EXP. (ANY AND ALL) \$10,000 PERSONAL & AUTO INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOF AGG \$2,000,000 \$												
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO. ☐ OWNED AUTOMOBILE ☐ SCHEDULED NON-OWNED AUTOMOBILE ☒ HIRED AUTOMOBILE ☒		73587120	02/01/2022	02/01/2023												
					COVERED BODILY INJURY (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ AUTO / INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$ \$												
A	☒ UMBRELLA LIAB. ☒ EXCESS LIAB. ☒ EXCLUD. CLAIMS-MADE ☐ DEF. ☐ RET. CONDITIONS		79896856	02/01/2022	02/01/2023												
					EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$												
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY (EXCEPT FOR A LINEAR EXCLUSIVE OFFICER/EMPLOYEE EXCLUDED) (Mandatory in NH) If yes, describe the leader of SUBROGATION OF COOPERATIONS below	Y/N Y	WCV5504862* WCV6217250** *CA/OR/AZ/GA **FL/TX/IL	02/01/2022 02/01/2022	02/01/2023 02/01/2023												
					☒ PER STAFF ☐ COST E & S (FAIR ASSURANT) \$1,000,000 E & S (DISEASE - HARM/LOSS) \$1,000,000 E & S (DISEASE - POLICY LIMIT) \$1,000,000												
C	*Prof Liab /Cyber		TRICE01743	02/01/2022	02/01/2023												
					\$5,000,000 Agg. /Claim												
C	*Retro 12/01/06				\$100,000 Retention												
A	Crime		68054862	02/01/2022	02/01/2023												
					\$300,000 /\$5,000 Ret.												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Oxnard, its City Council, officers, employees and volunteers as additional insureds with regards to General Liability and Auto Liability per attached endorsement. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to Workers Compensation per attached endorsement in favor of City of Oxnard, its City Council, officers, employees, agents and volunteers per attached endorsement.																	
CERTIFICATE HOLDER			CANCELLATION														
City of Oxnard Insurance Compliance PO Box 100085 - OX Duluth, GA 30096-0000			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 														

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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 \$16.89 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, 2021**

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 **\$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, 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.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.13

DATE: June 21, 2022

TO: City Council

FROM: Helen Miller, Chief Information Officer, (805)385-7446, helen.miller@oxnard.org

SUBJECT: Second Amendment to Superion LLC, a CentralSquare Company, Software License Agreement A-8011 for Information Technology Software and Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a second amendment to software license agreement A-8011 with Superion LLC, a CentralSquare Company, in the amount of \$340,627 for a new not-to-exceed agreement amount of \$1,458,505 for additional information technology software and services.

(Finance and Governance Committee approved 3-0.)

BACKGROUND

The City uses CentralSquare (formerly Superion, formerly SunGard) HTE/NaviLine as its Enterprise Resource Planning (ERP) software that's been in place since 1992. This software supports financial, payroll, purchasing, utility billing, and business licensing functions. Currently, the City pays the vendor approximately \$200,000 per fiscal year for the use, support, and maintenance of the HTE system. Although HTE is currently in the process of being replaced with Tyler Munis ERP, the City continues to require additional services from CentralSquare. These services are estimated to cost up to an additional \$340,627 over the remaining 13 months of the three-year agreement terminating on June 30, 2023. The additional services are:

- New third-party software fees – CentralSquare acquired several technology companies, which were independently providing software or services to the City prior to the acquisitions. These software solutions and services are now billed by CentralSquare, thus increasing the City's total fiscal year costs attributed and paid directly to CentralSquare.
- CentralSquare or City of Oxnard initiated ERP upgrades – CentralSquare provides ERP upgrades that require the City to incur additional technology solutions and/or programming costs to sustain current service levels for the public. For example, CentralSquare has retired its current credit card solution, Transaction Manager, which allows residents and businesses to make online utility and other payments. The City must implement a new HTE integrated credit card solution or stop accepting credit card payments.
- Tyler ERP implementation project – CentralSquare may provide additional technology solutions and programming as needed throughout the multi-year phased transition to the new Tyler ERP.
- Fluctuating credit card transaction fees – CentralSquare bills the City a monthly credit card usage fee based upon factors such as transaction volume and use of a CentralSquare approved payment partner. Since the fees are not fixed, the City must estimate and allocate sufficient budget to cover these costs.

TABLE 1 – CentralSquare Estimated Costs, 7/1/2020 through 6/30/2023

Description	FY 20-21	FY 21 -22 estimated	FY 22-23 estimated
HTE user license, support, hosting, disaster recovery	\$174,575	\$183,304	\$192,469
Credit card Transaction Manager, processing fees	\$10,000	\$10,000	0
CryWolf Alarm management system - Police	0	\$15,000	\$15,000
Public Administrator software - Utilities Billing	0	\$5,000	\$5,000
Analytics NOW Financial reporting system - Finance	0	\$20,000	\$20,000
HTE ERP upgrade and change costs	0	0	\$80,000
Contingency, 15%	0	\$34,996	\$46,870
TOTAL, per fiscal year	\$184,575	\$268,300	\$359,339

Agreement A-8011 had a three-year spending authorization of \$540,000. The First Amendment to the agreement added an additional \$577,878 for a total not-to-exceed amount of \$1,117,878. The current estimate of FY 2017 through FY 2023 expenditures with the vendor is estimated to be \$1,458,505. This amount represents an expected increase of \$340,627 and it is through this Second Amendment to the agreement that staff is requesting this authorization to increase the agreement's not to exceed value to \$1,458,505.

TABLE 2 – CentralSquare A-8011 Agreement, 7/1/2020 through 6/30/2023

	Council Approved Amt*	Actual Cost*	Description
Executed A-8011 original agreement	\$540,000*	\$607,581*	FY 17/18 + 18/19 + 19/20 actuals
Executed 1 st amendment	\$577,878*	\$491,585*	FY 20/21 + 21/22 actuals
Proposed 2 nd amendment	\$340,627	\$359,339	FY 22/23 estimated
TOTAL, revised not to exceed	\$1,458,505	\$1,458,505	

A 15% contingency is included for unforeseen remediation or emergency needs, anticipated annual increases for third party software renewals, and flexible capacity to support City departments and CentralSquare's business requirements through June 30, 2023, when the current software agreement terminates.

STRATEGIC PRIORITIES

This agenda 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

Funds for this expenditure are/will be budgeted in Information Technology Department's FY 21-22 and FY 22-23 budgets as well as in other department or project specific budgets such as Finance, Police, Public Works, and Tyler ERP project, as applicable. Annual expenditures with the vendor may continue to increase until the new ERP system has been fully implemented due to ongoing business-technology services required until the Tyler ERP project is fully executed (which is currently targeted to occur in 2025). This second amendment to CentralSquare's software license agreement A-8011 supports continued and uninterrupted use of the vendor for delivering resident services and sustaining City department operations.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on May 10, 2022, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Gary Krumian, Programmer Analyst, Helen Miller, Chief Information Officer

ATTACHMENTS

1. City Council_6_21_22 Agenda N3
2. A-8011 Superion 2nd Amendment
3. A-8011 Superion 1st Amendment
4. A-8011 Superion Original Agreement

Second Amendment to Superior LLC, a CentralSquare Company Software License Agreement A-800I for Information Technology Software & Services

City Council

June 21, 2022

Helen Miller, Chief Information Officer

That the City Council approve and authorize the Mayor to execute a second amendment to Software License Agreement A-8011 with Superior LLC, a CentralSquare Company, in the amount of \$340,627 for a new not-to-exceed agreement amount of \$1,458,505 for information technology software and services.

- Annual maintenance cost for HTE and related services is ~\$200k/year for use, support, and maintenance of the HTE system.
- Although HTE is currently in the process of being replaced by Tyler Munis ERP, the City continues to require additional services from the vendor, estimated at \$340,627 over the next 13 months of the three-year agreement terminating on June 30, 2023.
- These additional services are:
 - New third-party software fees because of CentralSquare acquisitions
 - CentralSquare initiated ERP upgrades; e.g. new credit card system
 - Tyler ERP implementation project
 - Fluctuating credit card transaction fees

TABLE 1 – CentralSquare Estimated Costs, 7/1/2020 through 6/30/2023

Description	FY 20-21	FY 21 -22 estimated	FY 22-23 estimated
HTE user license, support, hosting, disaster recovery	\$174,575	\$183,304	\$192,469
Credit card Transaction Manager, processing fees	\$10,000	\$10,000	0
CryWolf Alarm management system - Police	0	\$15,000	\$15,000
Public Administrator software - utilities billing	0	\$5,000	\$5,000
Analytics NOW Financial reporting system - Finance	0	\$20,000	\$20,000
HTE ERP upgrade and change costs	0	0	\$80,000
Contingency, 15%	0	\$34,996	\$46,870
TOTAL, per fiscal year	\$184,575	\$268,300	\$359,339

Contingency examples: unforeseen remediation or emergency needs, anticipated annual increases for third party software renewals, flexible capacity to meet City departments and CentralSquare business requirements through 6/30/2023, when current software agreement terminates.

TABLE 2 – CentralSquare A-8011 Agreement, 7/1/2020 through 6/30/2023

	Council Approved Amt*	Actual Cost*	Description
Executed A-8011 original agreement	\$540,000*	\$607,581*	FY 17/18 + 18/19 + 19/20 actuals
Executed 1 st amendment	\$577,878*	\$491,585*	FY 20/21 + 21/22 actuals
Proposed 2 nd amendment	\$340,627	\$359,339	FY 22/23 estimated
TOTAL	\$1,458,505	\$1,458,505	

- Executed agreement A-8011, 3-year spending authorization: \$540,000
- Executed first amendment, added \$577,878 for revised not-to-exceed: \$1,117,878
- FY 2023 estimated cost increase, \$359,339 (see previous slide)
- Proposed second amendment, adds \$340,627 for revised not to exceed = \$1,458,505

- This amendment supports continued and uninterrupted use of the vendor, CentralSquare, for delivering resident services and sustaining City department operations.
- Funds for this expenditure are included in IT's current FY 21-22 budget. For FY 22-23, funds will be included in IT's budget as well as in other department or project-specific budgets such as Finance, Police, Public Works, Tyler ERP project, as applicable.

That the City Council approve and authorize the Mayor to execute a second amendment to Software License Agreement A-8011 with Superior LLC, a CentralSquare Company, in the amount of \$340,627 for a new not-to-exceed agreement amount of \$1,458,505 for information technology software and services.



QUESTIONS

SECOND AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This Second Amendment (“Amendment”) to the Software License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 24th day of May 2022, by and between the City of Oxnard, a municipal corporation (“City”), and Superion, LLC, a CentralSquare Company (“CentralSquare”, “Superion” or “Vendor”). This Second Amendment amends the First Amendment to the Software License Agreement entered into on April 22, 2020. The First Amendment amended the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Vendor provides City a Transaction Manager service under the Agreement; and

WHEREAS, Vendor has notified City that the Transaction Manager service reached end of life status at the end of December 2021; AND

WHEREAS, Vendor extended Transaction Manager service to City for an additional three months, ending March 31, 2022; AND

WHEREAS, City wishes to extend the Transaction Manager service for an additional 90 days, starting April 1, 2022, at a one-time cost of \$6000.00; AND

WHEREAS, City wishes to consolidate all products and services that it uses from within the Vendor’s portfolio of offerings under this Amendment.

NOW Therefore City and Vendor agree as follows:

1. Exhibit B is added to this Agreement, and is incorporated herein by this reference.
2. The Transaction Manager product is being discontinued by the Vendor. The Vendor shall extend the Transaction Manager service for an additional 90 days, starting April 1, 2022, at a one-time cost of \$6000.00.
3. The total value of the Agreement for Purchase Order 8163 shall not exceed \$1,458,505.
4. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
5. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

CENTRAL SQUARE TECHNOLOGIES LLC

John C. Zaragoza, Mayor Date

DocuSigned by:
Dan Maier 5/26/2022
10915AE068D0277...
Dan Maier, CRO Date

DocuSigned by:
Barry Medintz 5/26/2022
3EE9CC45504B4EE...
Barry Medintz, General Counsel Date

APPROVED AS TO FORM:

DocuSigned by:
Jason Zaragoza 5/25/2022 | 8:09 AM PDT
48692A044C...
Stephen M. Fischer, City Date
Attorney

EXHIBIT B**CentralSquare Estimated Costs, 7/1/2020 through 6/30/2023**

Description	FY 20-21	FY 21 -22 estimated	FY 22-23 estimated
HTE user license, support, hosting, disaster recovery	\$174,575	\$183,304	\$192,469
Credit card Transaction Manager, processing fees	\$10,000	\$10,000	0
CryWolf Alarm management system - Police	0	\$15,000	\$15,000
Public Administrator software - utilities billing	0	\$5,000	\$5,000
Analytics NOW Financial reporting system	0	\$20,000	\$20,000
HTE ERP upgrade and change costs	0		\$80,000
Contingency, 15%	0	\$34,996	\$46,870
TOTAL, per fiscal year	\$184,575	\$268,300	\$359,339

FIRST AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This FIRST Amendment (“FIRST Amendment”) to the Software License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 21st day of April 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Superior, LLC, a CentralSquare Company (“CentralSquare”, “Superior” or “Vendor”). This First Amendment amends the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Superior LLC is now an entity owned by CentralSquare Technologies and is now called Superior LLC, a CentralSquare Company; AND

WHEREAS, City wishes to use Vendor’s new offering of CentralSquare Naviline ASP as the means to access the HTE/Naviline system instead of through the physical AS400 server that is currently housed in the City.

NOW Therefore City and Vendor agree as follows:

1. The term of this Amendment is July 1, 2020 through June 30, 2023.
2. Exhibits 1, 2 and 3 of the Agreement are now replaced by Exhibit A.
3. The parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

Central Square Technologies, LLC

DocuSigned by:

Alexander Nguyen

Alexander Nguyen, City Manager

4/22/2020 | 10:28 AM PDT

Date

See next page
Todd Dooley, CFO

Date

See next page

Danilo Garguilo, Sr. VP Business
Transformation & Strategy

Date

APPROVED AS TO FORM:

DocuSigned by:

Jason Karagosa

Stephen M. Fischer, City Attorney

4/21/2020 | 1:48 PM PDT

Date

EXHIBIT A

This CentralSquare Solutions Agreement (the "**Agreement**"), is entered into with CentralSquare Technologies, LLC under the terms and conditions of the Superior Solutions Agreement (00005934) dated August 6, 2018 (Agreement), between **Superior, LLC (Superior)** and **City of Oxnard, CA (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

CentralSquare Technologies, LLC		City of Oxnard	
1000 Business Center Dr. Lake Mary, FL 32746 DocuSigned by:		300 West 3 rd Street, Suite 202 Oxnard, CA 93030	
By:	<i>Todd Dooley</i> 013ABBAZDCAG4EB...	By:	
Print Name:	Todd Dooley	Print Name:	
Print Title:	CFO	Print Title:	
Date Signed:	March 18, 2020 DocuSigned by:	Date Signed:	
By:	<i>Danilo Gargiulo</i> AAASB6CFC387424...		
Print Name:	Danilo Gargiulo		
Print Title:	Sr. VP Business Transformation & Strategy		
Date Signed:	March 18, 2020		

1. **SOLUTION:** CentralSquare NAVILINE ASP identified in Exhibit A-1.
2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a CentralSquare approved remote access client so that CentralSquare can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for CentralSquare staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs. CentralSquare may provide WAN-VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.
3. **DOCUMENTATION:** CentralSquare's standard user manuals for the Solution listed above.
4. **INITIAL TERM:** Thirty-Six (36) months commencing on the first of the month following Execution of this Agreement.
5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth on Exhibit A-1 shall automatically renew for successive one (1) year Renewal Terms at the then-current rates. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be.
6. **FEES**
 - A. **ANNUAL ACCESS FEES:** SEE Exhibit A-1

a. **ADDITIONAL AUTHORIZED USERS FEES:** Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide CentralSquare with advance written notice and CentralSquare may increase the Access Fee payable under this Order accordingly.

b. **OTHER FEES:** If Customer's use of the Solution increases in any way which would reasonably cause CentralSquare to incur additional hardware costs to maintain such increased usage, CentralSquare shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

7. **THE LIABILITY CAP:** Shall be the total of the Professional Services and Annual Access Fees actually paid by Customer to CentralSquare under this Order during the twelve (12) month period immediately preceding the event giving rise to the claim occurring.

8. **PAYMENT TERMS:**

- a. The Annual Access Fee is due the first of the month following Execution and annually thereafter on the anniversary date thereof.
- b. Customer to pay System Recovery past due fees of thirteen thousand six hundred forty dollars and seventy one cents (\$13,640.71) shall be due upon execution of this Agreement.
- c. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit A-1. CentralSquare shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date.
- d. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the CentralSquare Corporate Travel Expense Guidelines attached hereto as Exhibit A-2.

9. **ADDRESSES**

- a. **CUSTOMER ADDRESS FOR INVOICES:** 300 West 3rd Street, Ste. 202, Oxnard, CA 93030
- b. **CUSTOMER ADDRESS FOR NOTICES:** 300 West 3rd Street, Ste. 202, Oxnard, CA 93030
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 300 West 3rd Street, Ste. 202, Oxnard, CA 93030
- d. **CENTRALSQUARE'S ADDRESS FOR NOTICES:**
CentralSquare Technologies, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. **OTHER TERMS:**

- a. CentralSquare shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.

- b. CentralSquare shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by CentralSquare for the upgrade of any customizations to the Solution made by CentralSquare at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.
- c. As and when Customer is required to upgrade to a new release, CentralSquare shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to CentralSquare any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by CentralSquare. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors were reported and the date that CentralSquare has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.
- d. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the CentralSquare Systems Change Request (SCR) form which will be prepared for the Customer by the CentralSquare Conversion Team Manager. There will be a Two Hundred Fifty dollar (\$250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. CentralSquare will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data must be given to CentralSquare in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to CentralSquare along with this Order.
- e. If after the expiration of the term of this Order Customer converts to a different vendor's applications, CentralSquare will provide, upon payment of CentralSquare's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in CentralSquare's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, CentralSquare shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by CentralSquare for such services.

11. Consent to Assignment

- (a) **Consent to Assignment.** CentralSquare Technologies, LLC ("CentralSquare") through purchase currently owns all of the assets of CentralSquare, LLC, including all rights, title, and interest in the Core Product(s). Each Party (a) mutually consents to CentralSquare's substitution as the party obligated to perform under the Agreement; and, (b) agrees to be bound by all terms and conditions previously entered into the Agreement between Customer and CentralSquare.

Additionally, CentralSquare represents and warrants to Customer that: (i) it has the right, power, and ability to enter into and perform under this Agreement; (ii) it has all necessary rights to grant the rights and licenses under this Agreement; and, (iii) it will maintain all licenses, permits, and other permissions necessary to provide the services under the Agreement.

Order of Hierarchy. In the event of any conflict or inconsistency between this Agreement, the

Exhibits, or any purchase order, then the following priority shall prevail:

- 1) The main body of this Agreement and any associated amendments or change orders.
- 2) Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable, and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

Notices. Any notice given by either Party shall be in writing, sent by United States registered or certified mail (certified or registered). Notices will be deemed effective when received. Notices shall be sent to the following:

For Customer: City of Oxnard
300 W. 3rd Street, Suite 202
Oxnard, CA 93030

For CentralSquare: CentralSquare Technologies LLC
Attn: Legal & Contracts Department
1000 Business Center Drive
Lake Mary, FL 32746

12. OTHER TERMS APPLICABLE TO THIS ORDER:

- SUPPORT STANDARDS SUPPLEMENT
- CENTRALSQUARE TRAVEL EXPENSE GUIDELINES (Exhibit A-2)
- COGNOS THIRD PARTY PRODUCTS SUPPLEMENT
- TRANSACTION MANAGER SUPPLEMENT

EXHIBIT A-1 – ACCESS FEES**A. ACCESS FEES – INITIAL TERM**

Term	Annual Access Fees
Year 1	\$ 174,574.83
Year 2	\$ 183,303.57
Year 3	\$ 192,468.75

Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by CentralSquare in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. Annual Access Fees

	Applications and/or Services	Annual Access Fee
Existing NaviLine Products (Currently Licensed)	GMBA w/Extended Reporting, Customer Information System, Code Enforcement Purchasing/Inventory, Planning & Engineering, Payroll/Personnel Land/Parcel Mgmt, Work Orders/Facility Management, P-Card, Cash Receipts, Business Licenses, Building Permits Asset Management II, Accounts Receivable, CIS Voice Response Interface, CIS IVR Credit Card Interface, CR IVR Credit Card Interface, Cash Receipts Lock Box Interface, BP Voice Response Interface, Document Management Services, OnePoint Point-of-Sale, Transaction Manager, NaviLine User Interface, NaviLine Jump Start Plan	\$ 174,574.83
Existing Third Party Products (Currently Licensed)	Cognos BI Base Bundle Multi-Data Source, Oracle BEA WebLogic Express	Included in Annual Access Fee
Retrofit Modifications	34 Mods	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superior. Site to Site VPN. Setup Implementation, Disaster Recovery Plan for CentralSquare applications	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year, \$600 per additional refresh.	Included in Annual Access Fee
Total Proposed System:		\$ 174,574.83



CENTRAL SQUARE

TECHNOLOGIES

EXHIBIT A-2

Support Standards

1. Service Level Commitments

1.1. Overall System Availability.

1.1.1. **Target.** In each Service Period, the target for availability of the CentralSquare Solutions is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the CentralSquare Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

1.1.2. **Measurement.** Service availability is measured as the total time that the CentralSquare Solutions are available during each Service Period for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

1.1.2.1. mutually agreed upon by CentralSquare and the Customer.

1.1.2.2. paid, installed and maintained by the Customer.

1.1.2.3. non-invasive and may not reside on CentralSquare's systems.

1.2. Calculation. Service Availability for a given month shall be calculated using the following calculation:

1.2.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.2.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

1.2.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

1.3. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

1.4. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. CentralSquare's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly CentralSquare Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

2. Server Performance & Capacity.

2.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional CentralSquare Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

2.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and

subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

3. System Maintenance.

- 3.1. CentralSquare Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 3.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
- 3.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

4. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to CentralSquare Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the CentralSquare Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the CentralSquare Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the CentralSquare Solutions but a fault exists that restricts the Customer's use of the CentralSquare Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the CentralSquare Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

- 4.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

5. **Disaster Recovery.** CentralSquare provides disaster recovery services for CentralSquare Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
6. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 6.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the CentralSquare Solutions.
- 6.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.
- 6.3. material changes made to the usage of the CentralSquare Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer

or its subcontractors, of communications links necessary to the proper performance of the CentralSquare Solutions.

6.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

6.5. a documented Defect.

7. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.
8. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.
9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 9.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4 as circumstances dictate. Service requests will otherwise be prioritized and scheduled similar to production service requests.

10. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for CentralSquare Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for CentralSquare Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X

Security		
Intrusion and Penetration Testing	X	

- 11. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.
- 12. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 13. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the CentralSquare Solutions.
- 14. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the CentralSquare Solutions, except such work as may be specifically purchased and outlined in Exhibit A-1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 15. Disagreement Procedure.** In case the parties are in disagreement as to whether CentralSquare has fulfilled its support obligations, they shall use all reasonable efforts to amicably settle such dispute. If disagreement remains following a ten (10) day work period, the parties shall escalate the issue to the following representatives to resolve the dispute:

CentralSquare: _____ Director of
Operations (first level); VP of Services (escalation – 1st level); General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute the parties have a duty to continue fulfilling all their other obligations under this Agreement.

16. Telephone Support & Support Portal

- 16.1. Hours.** CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the CentralSquare Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases.** Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the CentralSquare Solutions shall be furnished by means of new Releases of the CentralSquare Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number.** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT A-3

CENTRALSQUARE TRAVEL EXPENSE GUIDELINES

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – CentralSquare will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

TRANSACTION MANAGER SUPPLEMENT

Special Terms Relating to the Transaction Manager: In addition to any Transaction Manager configuration and / or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the Transaction Manager. Upon the conclusion of each month following installation of the Transaction Manager (KT / OS-KT), CentralSquare will invoice Customer a monthly usage fee equal to the following:

- i. Eight point five cents (\$0.085) for each transaction processed by the Transaction Manager during the prior month;
- or
- ii. Five point five cents (\$0.055) for each transaction processed by the Transaction Manager during the prior month provided that Customer utilizes a CentralSquare approved payment partner for that transaction's related merchant services;
- or
- iii. One hundred Fifty dollars (\$150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars (\$150.00).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these special terms relating to the Transaction Manager may occur at any time as may be required and such changes will be effective upon CentralSquare's written notice to each Customer who utilizes the Transaction Manager services.

For the purpose of the Transaction Manager, the term "transaction" means a transaction that is submitted to the Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to CentralSquare, Customer may terminate usage of the Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The Transaction Manager is the only solution for real-time, online transaction processing within the CentralSquare suite of internet and core products.

The Transaction Manager solution is available 24 hours / 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the Transaction Manager, Customer's license to use the OnePoint Payment Engine – KL (if applicable) shall terminate.

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, CentralSquare reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to CentralSquare of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of CentralSquare's then-current

reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to CentralSquare by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit A-1.
2. Ownership. Cognos owns the Cognos Component Systems.
3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:
 - (a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the CentralSquare Licensed Software.
 - (b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by CentralSquare under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;
 - (c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;
 - (d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;
 - (e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit A-1; and
 - (f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit A-1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit A-1.
 - (g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

Superion, LLC

a Florida Limited Liability Corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("Superion")

AND

City of Oxnard

300 West Third Street
Oxnard, CA 93030

(for purposes of this Agreement, "Customer")

THIS AGREEMENT is entered into between Superion and Customer on the Execution Date, and Superion's obligations hereunder will commence on Execution Date.

Superion and Customer have entered into a Software License and Services Agreement dated December 26, 2006 (the "License Agreement") for the Software. Customer desires that Superion provide Maintenance and Enhancements for and new releases of the Baseline Software identified in the attached exhibits on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Customer further desires that Superion provide Disaster Recovery Services as specified and identified in Exhibit 3 of this Agreement. In addition, Customer desires the use of the Superion Transaction Manager as specified within Exhibit 4. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit" means, collectively: (i) The schedules attached to this Agreement including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Superion's warranty services and Superion's

Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in the exhibits as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means trade secret information of the disclosing party which is designated as trade secret prior to or at the

time of disclosure to the Recipient. Confidential Information of Superior includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is required to be disclosed pursuant to law.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Superior provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in the exhibits.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in the exhibits.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of the exhibits that

contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in the exhibits.

"Custom Modification" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Superior will provide Customer with Improvements is identified in the exhibits.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The

hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, Superior will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in the exhibits.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay Superior the amounts provided for in the exhibits as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, Superior reserves the right to increase the Improvements fees. An increase in annual fees shall require written agreement of Superior and Customer. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year

for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse Superior for actual travel and living expenses that Superior incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Superior's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on Superior's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superior will invoice Customer for and Customer will pay to Superior all such tax amounts.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least three (3) months prior to the expiration of the initial Contract Year, Customer notifies Superior in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least three (3) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES**

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item and provided

the public records exception continues to be met.- However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Superion's assignment of this Agreement or of any Superion rights under this Agreement to Superion's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Superion's assignment of this Agreement to any person or entity to which Superion transfers any of its rights in the Software.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of California, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER

BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

By the signatures of their duly authorized representatives below, Superior and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

CUSTOMER

Tim Flynn 10/3/17
Tim Flynn, Mayor Date

SUPERIOR

DocuSigned by:
[Signature] 9/7/2017
Tom Amburgey, VP & General Manager Date
Lisa Neumann 9/7/17
Lisa Neumann Controller Date

ATTEST:

[Signature] 10/4/17
Michelle Ascencion, City Clerk Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

[Signature] For 9/11/17
Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

[Signature] 9/7/17
Raja Bamrungpong, Date
Project Manager (required
for any agreement amount)

[Signature] 9/11/17
Keith Brooks, Date
Department Head

APPROVED AS TO AMOUNT:

[Signature] 4 Oct 2017
Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

[Signature] 9/26/17
Mike More, Risk Manager (required Date
for any agreement amount)

The City requires the following for any contract:

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

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

PLEASE DO NOT REMOVE THIS BOX

EXHIBIT 1

CONTRACT YEAR: July 1, 2017 through June 30, 2018 and each annual term thereafter.

Qty	Licensed Applications	Annual Support Term 7/01/2017-6/30/2018
1	NavLine Click2Gov3 BP Wireless	\$ 2,056.94
1	NavLine Click2Gov3-Core Module	1351.00
1	NavLine Click2Gov3-Occupational Licenses	3176.69
1	NavLine Click2Gov3 - Customer Information System Module	5160.59
1	Cognos BI: Base Bundle Multi Data Source - NavLine	1600.00
1	Procurement Card	2519.45
1	OnePoint Point of Sale	2050.85
1	Cash Receipts Credit Card Processing - AS400	742.46
1	BP Voice Response Selectron	2257.75
1	NAVI - Work Orders/Fac Mgmt.	8738.94
1	NAVI - Building Permits	6079.53
1	NAVI - Code Enforcement	3712.22
1	NAVI - Cash Receipts	3700.05
1	NAVI - Customer Information Systems	16419.00
1	NAVI - GMBA	14562.87
1	NAVI - Asset Management II - LF	0.00
1	NavLine-Land/Parcel Management	5483.14
1	NAVI - Accounts Receivable	5148.42
1	NAVI - Occupational Licenses	5367.51
1	NAVI - PURCHASING INVENTORY	8002.59
1	NAVI - Payroll/Personnel	12031.27
1	NAVI - Planning/Engineering	8544.21
1	NAVI-DMS-Document Management Services	1235.38
1	CIS Voice Response Selectron	1947.40
1	CIX IVR Credit Card Interface	730.28
1	Cash Receipts Lock Box Interface	742.46
1	NAVI - Asset Management II	3523.57
36	Retrofit Modification Option	3600.00
1	Tax (Type - MA)	5056.33
		\$ 135,540.90

***Improvements fees for current Contract Year are subject to change and will be specified by Superior in an annual invoice.**

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvements fees for any subsequent Contract Year are subject to change and will be specified by Superior in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, Superior will

assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

|

EXHIBIT 2
Maintenance Standards

- I. **Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").
- II. **Targeted Response Times.** With respect to Superior's Maintenance obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Component Systems are not performing a process that has caused a complete work stoppage.	Superior has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superior has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning Superior's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superior has a stated goal to respond within four hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superior has a stated goal to respond within 24 hours of the issue being reported.	

* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer.

Supplement to the Superior LLC. Services Agreement
Recovery Solutions – System Recovery Service

1. **Term:** Initial Term of this Agreement begins July 1, 2017 and expires twenty-four (24) months from the date the initial Monthly Administration Fee is due under this exhibit. However, for purposes of making all payments due for recovery services, this Agreement will be retroactive with a beginning date of April 1, 2017.
2. **Services Groups:** Monthly Administration Fees, Declaration Fee and Additional Fees
 - a. **Start-Up Fee:** Includes all fees required to initiate these service, excluding any Travel and Living Expenses that may be incurred.
 - b. **Monthly Administration Fee:** Fees paid to maintain service availability for term of this contract.
 - c. **Declaration Fee:** A fee of Three Thousand Five Hundred Dollars and 00/100 (\$3,500) is due upon the declaration of a disaster/emergency situation by a designated client representative. The Initial Use period following a declaration is up to thirty (30) days per declaration.
 - d. **Additional Fees:** Additional fees are those that are available to the client but are not required as a function of providing the recovery service.
 - e. **Additional Usage Fee:** After the Initial Use period there will be a Five Hundred Dollar and 00/100 (\$500.00) per day fee.

	Applications and/or Services	Monthly Access Fee
Service	System Recovery Service (SRP)	\$ 3,093.13
Additional Services	Annual Testing - Once Per Year	Included in Monthly Fee
	Total Proposed System:	\$ 3,093.13

3. **Payment Terms:**
 Monthly Administration Fee: Monthly Administration Fees will be due on the first of each month. Monthly Administration Fees will be invoiced in advance on a monthly basis for a term of twenty-four (24) months at the rates listed below:

Months 1 – 24: \$3,093.13 per month or
\$37,117.56 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Declaration Fee: Due upon declaration of a disaster/emergency situation by a designated client representative.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superior Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which Superior is seeking reimbursement, shall also be invoiced monthly.

4. Other issues:

- a. Upon commencement of this contract, the Customer will provide Superior with a list of Customer designated representatives. This is a list of individuals that the client has authorized to declare or terminate a state of emergency for their location. This list will include designated representative names, daytime, nighttime, mobile and FAX numbers and mailing address information.
- b. Only a designated Customer representative will be able to declare a state of disaster/emergency by calling Superior Systems Recovery at: **1-800-695-6915**.
- c. Initial declaration of disaster/emergency may be verbal, but must be followed up by a signed and dated statement that declares a state of disaster/emergency. This hardcopy statement must briefly document the state and cause of the disaster/emergency, be dated and contain contact information. This declaration document may be faxed or sent via overnight mail to Superior/Systems Recovery, 1000 Business Center Dr., Lake Mary, FL 32746 or FAX: 407-386-8878.
- d. Customer acknowledges that should Superior receive multiple declarations of state of disaster/emergency, Superior shall respond to clients on a first come – first serve basis.
- e. Termination of a previously declared disaster/emergency situation may be done verbally by a client designated representative and followed by a signed notification no later than two (2) weeks after verbal notification. This notification of service termination must be signed by a designated Customer representative and may be faxed or sent via overnight mail to Superior Systems Recovery, 1000 Business Center Dr., Lake Mary, FL 32746 or FAX: 407-386-8878.
- f. All tapes or other backup medium provided to Superior will be returned to Customer.
- g. Any hardware or software provided by Superior in performance of this Schedule A-Order Form is owned by Superior and is not the property of the Customer.

SUPERION TRANSACTION MANAGER

Initial Term of this Agreement begins July 1, 2017 and expires twenty-four (24) months from this date and will renew for another twelve month period as specified in Section 4 above. However, for purposes of making all payments due for Superior Transaction Manager services, this Agreement will be retroactive with a beginning date of April 1, 2017.

Superion Public Sector will invoice Customer a monthly usage fee equal to the following:

1. Eight point five cents (\$.085) for each transaction processed by the Superior Transaction Manager during the prior month, or
2. Five point five cents (\$.055) for each transaction processed by the Superior Transaction Manager during the prior month provided that Customer utilizes a Superior LLC approved payment partner for that transaction's related merchant services, or
3. One hundred fifty dollar (\$150) if the applicable transaction-based monthly usage fee is not greater than one hundred fifty dollars (\$150).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these terms relating to Superior Transaction Manager may occur at any time as may be required and such changes will be effective upon Superior LLC's written notice to each customer who utilizes the Superior Transaction Manager services.

For the purpose of the Superior Transaction Manager, the term "transaction " means a transaction that is submitted to the Superior Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to Superior LLC, Customer may terminate usage of the Superior Transaction Manager subscription effective upon the last day of the month in which the notice period concludes.

The Superior Transaction Manager solution is available 24 hours/ 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, Superior LLC reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to Superior LLC of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of Superior LLC's then- current reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: June 21, 2022

TO: City Council, Housing Authority Board

FROM: Betsy George, Chief Financial Officer, (805) 200-5400, betsy.george@oxnard.org

SUBJECT: Adoption of Fiscal Year 2022-23 Operating and Capital Improvement Budget. (0/20/20)

RECOMMENDATION

1. That the City Council adopt the following resolutions:
 - a. A resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2022-23;
 - b. A resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2022, in accordance with the Operating Budget for the Fiscal Year 2022-23;
 - c. A resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification and Salary Schedule;
 - d. A resolution of the City Council of the City of Oxnard Establishing Financial Management Policies;
 - e. A resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2022-23;
 - f. A resolution of the City Council of the City of Oxnard adopting a Master Fee Schedule; and
2. That the Housing Board of Commissioners adopt a Resolution Approving the Housing Authority's Operating Budget for the Fiscal Year 2022-23.

(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/T5JT_ZT7i_c

BACKGROUND

On April 27, 2022, a video budget preview presentation was published for public viewing. On May 4, 2022, the City Manager and Chief Financial Officer discussed the proposed budget preview with the Inter-Neighborhood Council Organization (INCO). On May 10, 2022, the proposed budget preview was discussed at the Finance and Governance Committee. The City Manager's Budget Message and the full draft proposed budget document (Budget Book) were published on May 25, 2022, 14 days ahead of the public hearing. On May 26, 2022, a proposed budget presentation video was published for public viewing. A public hearing was held on June 7, 2022, where the proposed budget was presented to the City Council.

This agenda report covers the final 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 -- and the final proposed expenditures for FY 2022-23. At the June 7, 2022 meeting, City Council directed staff to add two Fire Inspector positions that will enhance the City's fire prevention services. The expenditure changes resulting from that recommendation are incorporated in this agenda report and all attachments. The complete revised proposed Budget Book, which adds the two Fire positions, will be posted to the City's website on June 20, 2022.

The Citywide proposed budget is approximately \$640,123,646, 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, and excludes Wastewater operating transfers.

Numerical values included in the narrative below may not add due to rounding.

DISCUSSION

General Fund (101)

Revenues: General Fund revenues are projected at \$208.2 million, \$8.6 million (4.3%) greater than the prior year budget. The projected change is primarily due to a \$7.2 million increase in sales tax revenues, which includes the 1% Bradley Burns sales tax and the 1.5% Measure E sales and use tax as the region and City continue to recover from the pandemic-induced recession and purchase cost of goods and services increase due to global inflationary pressures.

Property values continue to rise; the median home price in Oxnard increased 13.3% to \$850,000 in March 2022 compared to March 2021. Since March 2020, the median home price in Oxnard is up 30.7% or \$200,000. The City's revenue projection for its portion of levied property tax for FY 2022-23 is projected to grow by \$3.2 million (5.1%) to \$66.7 million.

Transient occupancy (hotel) tax revenue is projected to return to pre-pandemic levels at \$5.6 million in FY 2022-23.

Finally, service fees and charges are projected to decrease substantially (\$4.3 million in total). The reduction is primarily a result of \$4.0 million in service fees and charges for ambulance services billing budgeted in FY 2021-22, but never implemented. The City's new pre-hospital emergency medical services (EMS) program was challenged by the County, which currently runs EMS service throughout all of Ventura County, and the court ruled in the County's favor. The deferred implementation will also reduce budgeted General Fund expenditures.

Expenditures: General Fund expenditures are projected at \$216.1 million; \$15.3 million (7.6%) higher than FY 2021-22 original budget. The increase, overall, is related to the City's restore and improve efforts. With the passing of Measure E, the City Manager and staff developed a three-year plan to restore and improve services. FY 2022-23 is year two of those actions and initiatives. The increase in estimated expenditures primarily results from \$3.4 million additional spending on capital improvement projects (CIP), \$12.4 million in departmental needs, \$4.2 million higher salaries for competitive job environment and pay parity, \$2.8 million debt payment on an anticipated streets and alleyways bond and Technology and Fire Apparatus debt, and \$5.0 million higher IUF reimbursement (higher than the FY 2021-22 original budget). These increases are offset by \$6.2 million of anticipated net personnel savings due to unfilled positions and \$5.7 million due to not implementing EMS. The vacancy savings are an expenditure variance compared to the prior year budget, because the \$9.2 million in vacancy savings budgeted in FY 2021-22 was accounted for in the ending fund balance calculation, rather than an offset to expenditures.

Over the last six years, the City's overall vacancy rate has always been at least 10%, sometimes as high as 13%. In FY 2021-22, although the Human Resources Department hired approximately 310 regular hire employees, over 40% of those were promotions, which do not reduce the net amount of vacant positions. Experience shows that the City always has a percentage of vacant positions at any given time due to retirements, promotions, jobs taken elsewhere, new hires not making it through probation, terminations, and so forth. The Finance Department recommends incorporating a modest assumption for vacancies in the City's annual General Fund budget. For FY 2022-23 a \$6.2 million proposed vacancy savings represents a 6% vacancy rate compared to FY 2021-22 assumption of 9%.

Additional details on the \$12.4 million department needs can be found in the attached presentation. Details on the \$3.4 million CIP increase in General Fund expenditures can be found in the proposed 2022-2027 City of Oxnard Five-Year Capital Improvement Program item presented at the Public Work Committee on April 26, 2022 (<https://oxnardca.civicclerk.com/Web/Player.aspx?id=4416&key=-1&mod=-1&mk=-1&nov=0>).

FY 2022-23 Ending Available Fund Balance: Total General Fund revenue for FY 2022-23 (\$208.2 million) minus the total proposed General Fund expenditures plus transfers out (\$216.1 million) yields a net annual operating deficit of \$7.9 million. Annual operation deficits are expected in both FY 2022-23 and FY 2023-24 as reimbursement payments of

\$10.0 and \$9.5 million, respectively, are made to the City's Utility Enterprise Funds for prior years' Infrastructure Use Fees (IUF). The estimated starting fund balance at July 1, 2022, of \$40.9 million less the \$7.9 million projected deficit spending, plus \$1.9 million in anticipated multi-year CIP that is projected to be carried into FY 2023-24 would yield an ending fund balance at June 30, 2023, of \$34.9 million, or 16.1% of expenditures and transfers out. This is the projected General Fund reserve.

The City Council's policy is for a General Fund reserve (available ending fund balance) of 12% and staff's target is 15%.

For additional detail, refer to the General Fund tables in attached PowerPoint slides 3 and 4.

Measure O Fund (104)

Revenues: FY 2022-23 revenue from the Measure O half-cent sales (transactions and use) tax is projected at \$18.2 million, a \$0.9 million (5.1%) increase over the FY 2021-22 budget. Adding \$41,500 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 \$20.1 million for the budget year.

Expenditures: FY 2022-23 expenditures from the Measure O Fund are proposed at \$18.6 million, representing a continuation of programs previously funded by Measure O and year one of the proposed seven-year weaning schedule. Measure O will terminate in 2029. The City must prepare to reabsorb the programs currently funded by Measure O into the General Fund or other funds. A seven-year weaning schedule was proposed at the April 28, 2022, Measure O Citizen Oversight Committee; the Committee supported staff's recommendation. The seven-year proposed weaning schedule was approved by City Council 7-0 at the June 7, 2022 City Council meeting.

In year one of the weaning schedule, Fire Station 8 operational expenditures totaling \$4.8 million are proposed to be moved into the General Fund and one-time General Fund expenditures will be moved to the Measure O fund. The one-time expenditures proposed to be moved from General Fund to Measure O in FY 2022-23 are \$2.3 million citywide alleyway resurfacing, \$0.5 million technology infrastructure refresh at the library, \$0.3 million technology equipment replacement/upgrades, and to achieve interest expense savings a \$1.8 million prepayment on the Station 8 bonds (on top of the required annual payment of \$1.4 million).

Available Fund Balance: Projected revenues in FY 2022-23 less the proposed expenditures suggest positive net operating activity of \$1.5 million. The projected positive net operating margin added to the projected beginning available fund balance of \$9.7 million yields a projected ending available fund balance at June 30, 2023, of \$11.2 million.

For additional detail, refer to the Measure O table in attached PowerPoint slide 6.

Water Funds

Revenues: FY 2022-23 Water Fund revenues, of which 88% result from utility fees paid by users, are projected to total \$69.5 million, \$1.1 million (1.5%) lower than the prior year's budget. The projected change is primarily due to lower water usages due to drought-related conservation efforts. The increase in Transfer-In is primarily a result of expected \$1.3 million initial draw on the recently finalized Water Infrastructure Finance and Innovation Act (WIFIA) loan. Infrastructure Use Fee Repayment is lower by \$0.9 million compared to FY 2021-22 due to the overall decrease in total reimbursement to all Utility Funds from \$12.0 million to \$10.0 million. In FY 2021-22, the Street Fund reimbursed \$7.0 million and the General Fund reimbursed \$5.0 million. In FY 2022-23, per the Court's reimbursement schedule, the General Fund will reimburse a total of \$10.0 million allocated between the three Utility Funds. No further reimbursements are due from the Street Fund.

Expenditures: FY 2022-23 Water Fund expenditures are proposed at \$85.1 million, including a reduction of \$11.4 million of CIP projects, most of which is reflected in the "Other O&M Expense" budget line, because the majority of Water-related CIP will be spent on contract services. The one-time ratepayer credit of \$4.8 million in FY 2021-22 is the other factor attributing to the proposed \$11.7 million (12.1%) reduction in expenditures for the FY 2022-23 budget year. The reductions are offset, in part, by projected \$2.8 million rate related increases from the City's two major water providers.

Available Fund Balance: The total projected fund balance at June 30, 2022, excluding previously committed CIP of

\$37.0 million is projected to be \$23.4 million. Projected revenues for FY 2022-23, less the proposed expenditures, suggest net operating deficit of \$15.6 million. The projected net operating deficit subtracted from the projected beginning available fund balance yields a projected ending available fund balance at June 30, 2023, of \$7.8 million, which represents 9.2% of annual expenditures. The City Council policy target for available fund balance is 25%.

For additional detail, refer to the Water Funds table in attached PowerPoint slide 7.

Wastewater Funds

Revenues: FY 2022-23 Wastewater Fund revenues are projected to total \$67.2 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. Over 70% of Wastewater Fund revenue is from utility fees paid by users. Another nearly 25% comes from the State Water Resources Control Board in the form of grants or loans for specific CIP projects.

The \$7.2 million (9.6%) projected decreases in Wastewater revenues is primarily due to reduction in the estimated bond that may be issued to fund CIP and the Infrastructure Use Fees payment being lower by \$0.6 million compared to FY 2021-22 due to the overall decrease in total reimbursement to all Utility Funds from \$12.0 million to \$10.0 million. In FY 2021-22, the Street Fund reimbursed \$7.0 million and the General Fund reimbursed \$5.0 million. In FY 2022-23, per the Court's reimbursement schedule, the General Fund will reimburse a total of \$10.0 million allocated between the three Utility Funds. No further reimbursements are due from the Street Fund.

Expenditures: FY 2022-23 Wastewater Fund expenditures are proposed at \$74.4 million, including an increase of \$8.1 million of CIP projects, most of which is reflected in the "Other O&M Expense" budget line, because the majority of Wastewater related CIP will be spent on contract services, just like in the Water Fund. Personnel increases include the addition of two maintenance workers, an engineer, and two inspectors to enhance the City's wastewater compliance enforcement. The one-time ratepayer credit of \$3.0 million in FY 2021-22 is off-setting the increases in personnel and CIP, resulting in a total proposed increase of \$7.0 million (10.4%) reduction in expenditures for the FY 2022-23 budget year.

Available Fund Balance: Projected revenues for FY 2022-23, less the proposed expenditures suggest net operating deficit of \$7.2 million. The projected net operating deficit subtracted from the projected beginning available fund balance at June 30, 2023 of \$63.0 million yields a projected ending available fund balance at June 30, 2023, of \$55.9 million. This represents just over 75% of annual expenditures excluding the intrafund transfers. The City Council policy target for available fund balance is 25%, 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.

For additional detail, refer to the Wastewater Funds table in attached PowerPoint slide 8.

Environmental Resources Funds:

Revenues: FY 2022-23 Environmental Resources Fund revenues are projected to total \$49.7 million. Nearly all of the revenue is paid by users via utility fees. The primary reason for the \$32.6 million (6.8%) decrease in fees and charges is that the recycled material scrap market has experienced a downward trend in market prices. This impacts revenues the City is able to generate by selling recyclable waste. Additionally, due to restrictive COVID-19 protocols and reduced hours, area recycling centers have redirected their volume from the City's Del Norte Facility to other processing facilities. Efforts to remediate staffing shortages and increase Materials Recovery Facility (MRF) operating hours are underway and could increase revenue generated from selling recyclables as well as the cost to buy back recyclables. As with the Water Fund and the Wastewater Fund, there is a decline in reimbursement revenue from the General Fund as a result of the repayment of Infrastructure Use Fees; see "Wastewater" and "Water" sections discussion above.

Expenditures: FY 2022-23 Environmental Resources Fund expenditures are proposed at \$57.1 million, a \$9.0 million decrease (13.6%) compared to FY 2021-22 budget. The proposed expenditure includes \$2.1 million of CIP projects -- most of which is reflected in the "Other O&M Expense" budget line because most of the CIP will be spent on contract services, just like in the Water Fund and the Wastewater Fund. This is a decrease of \$5.8 million to the annual budget in

alignment with the FY 2022-23 CIP presented to the City Council on May 3, 2022. The one-time ratepayer credit of \$2.8 million in FY 2021-22 and the proposed \$2.7 million reduction to Buy Back Recycles in Other O&M Expense are also major contributors to the proposed decrease in expenditures for the FY 2022-23 budget year.

Available Fund Balance: The projected net operating deficit of \$7.4 million subtracted from the projected beginning available fund balance at June 30, 2022, of \$17.2 million yields a projected ending available fund balance at June 30, 2023, of \$9.9 million, which represents 17.3% of annual expenditures. The City Council policy target for available fund balance is 25%.

For additional detail, refer to the Environmental Resource Funds table in attached PowerPoint slide 9.

The Proposed Resolutions:

The resolutions recommended for approval by the City Council are as follows:

1. A Resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2022-23: The proposed budget resolution for Fiscal Year 2022-23 includes appropriations recommended for approval by Council in the amount of \$635,196,334 by funding source.
2. A Resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2022, in accordance with the Operating Budget for the Fiscal Year 2022-23: The Authorized Position Resolution establishes the number of positions, (full-time equivalents) authorized by Council, in each department. This resolution proposes a net change of 39 FTEs for a grand total of 1439.25 FTEs across all City funds.
3. A Resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification and Salary Schedule: The City Classification and Salary Schedule establishes the type and kind of City employment classifications and the appropriated salary range for each position.
4. A Resolution of the City Council of the City of Oxnard Establishing Financial Management Policies: This resolution outlines major policies affecting City budgets and finances. They serve as a policy guideline in the development and implementation of the City budget.
5. A Resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2022-23: Government Code Sections 7901 through 7914 require each local jurisdiction to establish the maximum proceeds from taxes that can be appropriated in the budget that year. Based upon the population growth formula and the change in per capita income in California, specified by the Code, the appropriation limit for Oxnard for Fiscal Year 2022-23 is \$422,670,684. The City will be substantially below this limit next fiscal year. The actual proceeds of taxes subject to this limit for Oxnard total \$206,760,380.
6. A Resolution of the City Council of the City of Oxnard adopting a Master Fee Schedule: This resolution lists the City's fees.
7. A Resolution of the Housing Board of Commissioners Approving the Housing Authority's Operating Budget for the Fiscal Year 2022-23: The proposed Housing Authority's budget resolution for Fiscal Year 2022-23 in the amount of \$31,984,868 includes appropriations recommended for approval by the Board of Commissioners of the Housing Authority. The recommended budget does not include the budget for the Successor Agency to the Community Development Commission, as those amounts are approved by the California Department of Finance (DOF) in the annual amount on the Recognized Obligation Payment Schedule (ROPS). The ROPS Fiscal Year 2022-23 for the period of July 1, 2022, through June 30, 2023, has been approved by the DOF.

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 financial impact of each recommended action is spelled out in the Discussion section that describes that action.

The preliminary proposed budget document was published on the City's website on Wednesday, May 25, 2022, at <https://www.oxnard.org/city-department/finance/city-budget-documents/>.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on May 10, 2022, to approve the staff recommendation and to forward the item for Council review and was presented during a Public Hearing and for Council discussion at the June 7, 2022, City Council meeting.

Prepared by: Betsy George, Chief Financial Officer

ATTACHMENTS

1. 1 - City Operating Budget (FY23 Adopted)_6.9.22
2. 2 - Authorizing Full Time Equiv Positions (FY22-23)
3. 3 - Resolution for Classification and Salary Listing (FY22-23)
4. 4 - Resolution Establishing Financial Management Policies (FY22-23) Version 1
5. 5 - Resolution Establishing Appropriation Limit (FY22-23)
6. 6 - Resolution Master Fee Schedule (FY22-23)
7. 7 - Resolution Approving Housing Authority Budget (FY22-23)
8. Additional FY2022-23 Budget Slides for City Council 6.21.22
9. 6.21.22_FY 22-23 Budget Adoption_FINAL (1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
CITY OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR
2022-2023**

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating and Capital Budget for fiscal year 2022-2023; and

WHEREAS, in accordance with City Code, Section 2-179, a public hearing on these budgets was duly scheduled, advertised and held, and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. The City Council has reviewed the proposed Operating and Capital Improvement Budget and the funds included therein for the period of July 1, 2022 through June 30, 2023 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2022-2023 of required City operations, services, and capital improvements. Such budgets are hereby adopted as follows:

Funds	FY2022-23 Adopted Budget
<u>General Fund Group</u>	
101-GENERAL FUND	216,129,647
103-GENERAL FUND-OPD TRAINING	162,720
104-HALF CENT SALES TAX	18,579,055
114-STORM WATER MANAGEMENT	1,997,686
301-CAPITAL OUTLAY FUND	12,849,377
641-PERFORMING ARTS CNTR FUND	229,474
General Fund Group	<u>249,947,959</u>
<u>Landscape Maintenance & Community Facilities Districts</u>	
121-WATERWAYS ASSESSMENT DIST	439,898
124-LMD #3-RIVER RIDGE	90,422
125-LMD #4-BEACH MAIN COL/HOT	49,703
128-LMD #10-COUNTRY CLUB	23,348
129-LMD #11-ST. TROPAZ	7,870
131-LMD #12-STANDARD PACIFIC	15,193
132-LMD #14-CALIFORNIA COVE	24,188

133-LMD #16-LIGHTHOUSE	11,014
134-LMD #13-FD562-LE VILLAGE	16,930
143-LMD #23- GREYSTONE	6,836
144-LMD #24- VINEYARDS	18,174
145-LMD #25-THE POINTE	21,733
147-LMD #27- ROSE ISLAND	17,773
148-LMD #28- HARBORSIDE	74,878
151-LMD #30- HAAS AUTOMATION	48,542
152-LMD #31-RANCHO DE LA ROSA	101,800
153-LMD #32-OAK PARK	18,510
154-LMD #33-RIO DEL SOL	45,164
156-LMD. #34-SUNRISE POINTE	71,953
157-LMD #36-VILLA SANTA CRUZ	107,342
158-LMD #37-PACIFIC BREEZE	20,935
159-LMD #38-ALDEA DEL MAR	91,761
160-LMD #39-EL SUENO/PROMESA	151,445
161-LMD #39-D.R. HORTON	46,936
162-LMD #40-CANTADA	67,287
163-LMD #41-PACIFIC COVE	31,533
164-LMD #42-CANTABRIA/CORONAD	130,726
165-LMD #43-GREENBELT(PARCRO)	120,786
170-L/M DIST.-COMBINING FUNDS	541,195
172-SPECIAL DISTRICTS-ADMIN	1,342,529
173-CFD #4-SEABRIDGE MAINT	1,554,430
174-CFD #5-RIVERPARK MAINT	3,976,027
175-CFD #2-WESTPORT MAINT	802,248
176-CFD #6-NORTHSHORE MAINT	21,644
177-WATERWAYS AD ZONE #2	47,919
374-WAGON WHEEL CFD	46,978
Landscape Maintenance & Community Facilities Districts	10,205,650

Special Revenue Funds

117-CALHOME PROGRAM-STATE GRT	440,879
118-AIR POLLUTION BUYDOWN FEE	598,907
119-PUBLIC SAFETY RETIREMENT	15,749,860
181-STATE GAS TAX	6,302,759
182-TRAFFIC SAFETY FUND	550,760
185-RMRA Gas Tax (2032 h (2))	5,815,498
213-TDA/LTF4-TRANS.FND-99400c	1,022,067
214-TDA/LTF3-BI/PED FND-99234	908
219-STATE/LOCAL-MY GRANTS	244,020

243-EMERGENCY SHELTER GRANT	219,551
261-FEDERAL TERM GRANTS FUND	285,663
263-RSVP	107,539
272-21ST CENTURY CLCP-ASESP	5,883,299
275-FED.TRANSPORT. MY GRANTS	866,489
285-CDBG ENTITLEMENT	2,615,741
295-HUD HOME	864,831
311-PEG FEES CAPITAL IMPROVE	40,000
313-2009 LEASE PURCHASE EQUIP	4,395,000
314-2014 LEASE REVENUE BOND	14,650,872
316-2020 LEASE REVENUE REFUNDING BONDS	4,918,495
351-PARK FEES-QUIMBY RESERVE	110,514
352-PARK ACQ & DEVELOP FEES	736
353-STORM DRAIN FACILITY FEE	67,953
354-CIRCULATION SYS.IMPR.FEES	4,896,199
355-CAPITAL GROWTH FEES-RESID	1,913,967
356-CAP GROWTH FEES-NONRESID	138,032
370-CUPA OPERATING FUND	1,102,172
371-HOUSING-IN-LIEU FEES	457,020
372-AFFORD.RENTAL HOUSING FND	43,525
420-HOUSING SET-ASIDE	71,165
481-CITY-DOWNTOWN IMPROVEMENT	85,716
541-CASH DEPOSIT TRUST FUND	300,000
547-ART IN PUBLIC PLACE TRUST	10,146
Special Revenue Funds	74,770,283

Assessment District Funds

513-ASSESSMENT DIST. 2000-1	183,039
514-RICE/101 INTER.ASSES.DIST	945,711
520-CFD #3-SEABRIDGE/MANDALAY	1,755,430
537-COMM.FAC.DIST. 2000-3	568,141
538-CFD #1-WESTPORT	697,329
Assessment District Funds	4,149,650

Enterprise Funds

601-WATER OPERATING FUND	76,413,690
603-RESOURCE DEVELOPMENT FEE	20,094
605-WATER CAP. FACILITY FUND	304,177
606-WATER RESOURCE FEE	1,321
607-WATER BOND SERIES 2004 / 2022 WIFIA	1,350,000
608-SECURITY-CONTAM.PREV.FUND	1,848,987

609-WATER BONDS	5,175,000
611-W/W COLLECTION OPERATING	50,922,719
613-W/W COLL CONNECTION FEE	1,009,706
617-W/W COLL.BOND FUNDED CIPS	16,041,000
621-W/W TREATMENT OPRNS	32,708,906
623-W/W TREATMENT CONNECT FEE	9,190
628-WW SEC & CONTAMINATION	800,000
631-SOLID WASTE OPERATING	56,951,048
638-ER SEC & CONTAMINATION	163,000
651-GOLF COURSE OPERATING	5,689,367
Enterprise Funds	<u>249,408,205</u>
 <u>Internal Service Funds</u>	
701-PUBL LIAB & PROP DAMAGE	6,756,057
702-WORKERS COMPENSATION FUND	9,527,785
725-CUSTOMER BILLING OPR FUND	2,826,892
731-INFORMATION TECHNOLOGY	12,244,580
735-FACILITIES MAINTENANCE	6,261,638
741-FLEET SERVICES FUND	9,097,645
Internal Service Funds	<u>46,714,597</u>
 Total of All City Funds	 635,196,344
Less: Capital Outlay Transfer	12,849,377
Less: Wastewater Operational Transfer	27,057,566
Less: Internal Service Funds	46,714,597
Adjusted Appropriations Net of Interfund Transfers	<u>548,574,804</u>

2. To the extent funds are available, any unused appropriations at the end of fiscal year 2021-2022 in active capital improvement projects and multi-year programs are hereby re-appropriated for continued use in fiscal year 2022-2023.

3. The Council authorizes the City Manager to transfer and make adjustment of interfund transfers at the close of fiscal year 2021-2022, to eliminate cash deficits in funds when necessary including: Utility Enterprise Funds, Capital Growth Funds, Impact Fee Funds, Assessment District Funds, Grant Funds, Debt Service Funds, and all other funds that may need such adjustments.

4. Multi-year capital projects or programs funded by Measure O Half-Cent Sales Tax are included in the budget and are hereby re-appropriated to fiscal year 2022-23. In fiscal year 2014-15, the Measure O Fund provided a liquidity loan of \$16,000,000 to the General Fund to assure General Fund solvency. The loan is repaid in annual installments of \$1,875,688 over a period of ten years at 3% interest.

5. Any remaining balances in approved grant programs and capital improvement projects at the end of fiscal year 2021-2022, except for balances reallocated as part of the budget process, are hereby re-appropriated for continuing use in fiscal year 2022-2023 and all estimated revenues from such approved

grants and capital improvement projects for fiscal year 2021-2022 that are not realized by year end are authorized to be continued.

6. To the extent funds are available, General Fund encumbrances whereby contracts remained active at the close of fiscal year 2021-2022 are carried forward and any corresponding remaining balance of special one-time authorized appropriations are also carried forward with the approval of the City Manager and Chief Financial Officer.

7. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2021-2022, not otherwise provided for in City Council budget policies or re-appropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2022. Current projections, however, do not anticipate any such excess.

8. Staff is directed to correct any clerical errors in the proposed budget document.

9. Staff is directed to ensure that the final adopted budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2022-2023 shall contain all revisions made by the City Council prior to final budget adoption.

10. The City Manager or designee is authorized to approve any appropriation transfers between departments within a fund. Any department director is authorized to transfer appropriations between programs, as long as funding is available in the department as a whole (see Financial Policy-Section I.D 3. and 4.)

11. Adoption of this resolution provides Council the authority to expend any and all funds appropriated for purposes as determined in the budget.

Resolution No.

P a g e 6

PASSED AND ADOPTED on this 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING
FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE EFFECTIVE JULY 1,
2022 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2022-2023 FISCAL
YEAR

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the
attachment to this Resolution listed as Exhibit “A” contains all full time equivalent positions
hereby authorized as provided for in the operating budget for fiscal year 2022-2023.

PASSED AND ADOPTED this 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
CITY ATTORNEY	ADMINISTRATIVE LEGAL SECRETARY I	1		1
	ASSISTANT CITY ATTORNEY	2		2
	CHIEF ASSISTANT CITY ATTORNEY	1		1
	CITY ATTORNEY	1		1
	DEPUTY CITY ATTORNEY I	1		1
	DEPUTY CITY ATTORNEY II	3	-1	2
	DEPUTY CITY ATTORNEY III	0	1	1
	LAW OFFICE MANAGER	1		1
	PARALEGAL	1		1
CITY ATTORNEY DEPT TOTAL		11	0	11
CITY CLERK	ASSISTANT CITY CLERK	1		1
	CITY CLERK	1		1
	OFFICE ASSISTANT II	1		1
CITY CLERK DEPT TOTAL		3	0	3
CITY COUNCIL	CITY COUNCILMEMBER	7		7
	EXECUTIVE ASSISTANT I	1	-1	0
	EXECUTIVE ASSISTANT II	0	1	1
CITY COUNCIL TOTAL		8	0	8
CITY MANAGER	ADMINISTRATIVE ASSISTANT (C)	1		1
	ASSISTANT CITY MANAGER	2		2
	CITY MANAGER	1		1
	COMMUNICATIONS COORDINATOR	2		2
	COMMUNICATIONS & MARKETING MANAGER	1		1
	DEPUTY CITY MANAGER	0	1	1
	EXECUTIVE ASSISTANT II	1		1
	MANAGEMENT ANALYST II (PUBLIC RECORDS ADVOCATE)	1		1
	PROJECT MANAGER	4		4
CITY MANAGER DEPT TOTAL		13	1	14
NEIGHBORHOOD SERVICES	OFFICE ASSISTANT II	1		1
NEIGHBORHOOD SERVICES TOTAL		1	0	1
CITY MANAGER DEPT TOTAL		14	1	15
COMMUNITY DEVELOPMENT	ADMINISTRATIVE SECRETARY I	1	-1	0
	ADMINISTRATIVE SECRETARY III	2		2
	ADMINISTRATIVE TECHNICIAN	2		2
	BUILDING INSPECTOR II	5		5
	CIVIL ENGINEER	2		2
	CODE COMPLIANCE INSPECTOR II	7		7
	CODE COMPLIANCE MANAGER	1		1
	CONSTRUCTION INSPECTOR II	3		3
	DEPUTY BUILDING OFFICIAL	1		1
	ELECTRICAL INSPECTOR	1		1
	OFFICE ASSISTANT II	4	-1	3
	MANAGEMENT ANALYST I	0	1	1
	PERMIT COORDINATOR	1		1

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
	PERMIT TECHNICIAN	3	1	4
	PLAN CHECK ENGINEER	2	1	3
	PLANS EXAMINER II	1		1
	SR. CODE COMPLIANCE INSPECTOR	2		2
	SR. CONSTRUCTION INSPECTOR	1		1
	SUPERVISING BUILDING INSPECTOR	1		1
	SUPERVISING CIVIL ENGINEER	2		2
COMMUNITY DEVELOPMENT TOTAL		42	1	43
DEVELOPMENT SUPPORT	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	ASSISTANT DIRECTOR OF COMMUNITY DEV.	1		1
	COMMUNITY DEVELOPMENT DIRECTOR	1		1
	DRAFT/GRAPH TECHNICIAN II	1		1
	MANAGEMENT ANALYST III	1		1
DEVELOPMENT SUPPORT TOTAL		6	0	6
LAND USE PLAN & ENV PROTC	ADMINISTRATIVE SECRETARY III	1		1
	ASSISTANT PLANNER	2	1	3
	ASSOCIATE PLANNER	3	2	5
	MANAGEMENT ANALYST I	1	0	1
	OFFICE ASSISTANT II	1		1
	PLAN & ENV SRVCS MANAGER	1		1
	PLANNING AND SUSTAINABILITY MANAGER	1		1
	PLANNING TECHNICIAN	1	-1	0
	PRINCIPAL PLANNER	2		2
	SR. PLANNER	2		2
LAND USE PLAN & ENV PROTC TOTAL		15	2	17
COMMUNITY DEVELOPMENT TOTAL		63	3	66
CULTURAL & COMMUNITY SERVICES				
LIBRARY	ADMINISTRATIVE ASSISTANT	1		1
	CITY LIBRARIAN	1		1
	LIBRARY SERVICES SUPERVISOR	1		1
	LIBRARIAN I	6		6
	LIBRARIAN II	1		1
	LIBRARIAN III	4		4
	LIBRARY AIDE I	5.5		5.5
	LIBRARY AIDE II	5		5
	LIBRARY MONITOR	1		1
	OFFICE ASSISTANT II	1		1
LIBRARY SERVICES TOTAL		26.5	0	26.5
RECREATION SERVICES	ADMINISTRATIVE ASSISTANT	2		2
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMMUNITY SERVICES MANAGER	2		2
	CULTURAL & COMMUNITY SVCS DIR	1		1
	CULTURAL & COMMUNITY SVCS ASST. DIR	1		1
	MANAGEMENT ANALYST I	2		2
	MANAGEMENT ANALYST II	1		1

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
	OFFICE ASSISTANT II	2		2
	RECREATION SUPERVISOR	5		5
	RECREATION/HUMAN SERV COORD	16	1	17
	RECREATION/HUMAN SERV LEADER I	1		1
	RECREATION/HUMAN SERV LEADER II	1		1
	RECREATION/HUMAN SERV LEADER III	45.75		45.75
RECREATION SERVICES TOTAL		81.75	1	82.75
CULTURAL & COMMUNITY SVCS TOTAL		108.25	1	109.25
DEPT OF BILLING AND LICENSING				
	ACCOUNT CLERK I	1		1
	ACCOUNT CLERK II	2		2
	ACCOUNT CLERK III	1		1
	ASSITANT CITY TREASURER / DIR. REV & LIC	1		1
	BILLING & LICENSING SUPERVISOR	2		2
	CODE COMPLIANCE INSPECTOR I	1		1
	CUSTOMER SERVICE ACCT TECH	2		2
	CUSTOMER SERVICE REP II	7		7
	MANAGEMENT ANALYST II	0	1	1
	REVENUE COLLECTION TECHNICIAN	1		1
	SR. CUSTOMER SERVICE REP	2		2
DEPT OF BILLING AND LICENSING TOTAL		20	1	21
FINANCE DEPARTMENT				
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	4		4
	ACCOUNTANT II	3		3
	ACCOUNTANT III	1		1
	ACCOUNTING TECHNICIAN	2		2
	ADMINISTRATIVE ASSISTANT (C)	2		2
	ASSISTANT CHIEF FIN OFFICER	2		2
	BUDGET MANAGER	1		1
	BUYER	4	-1	3
	BUYER LIMITED TERM (1/15/21-2/15/23)	0.5		0.5
	CHIEF FINANCIAL OFFICER	1		1
	CONTROLLER	1		1
	FINANCIAL ANALYST I	1		1
	FINANCIAL ANALYST II	2		2
	FINANCIAL ANALYST III	2		2
	SENIOR MANAGER, INTERNAL CONTROL	1		1
	SR. BUYER	0	1	1
	MAIL CLERK	1.5		1.5
	MANAGEMENT ACCOUNTANT/AUDITOR	2		2
	MANAGEMENT ANALYST LIMITED TERM (1/15/21-1/15/24)	1.5		1.5
	PURCHASING MANAGER	1		1
FINANCE DEPARTMENT TOTAL		36.5	0	36.5

<u>Department</u>	<u>Title</u>	<u>FY 21/22</u> <u>Revised</u>	<u>Proposed</u> <u>Changes</u>	<u>FY 22/23</u> <u>Adopted</u>
FIRE DEPARTMENT	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	2		2
	ASSISTANT FIRE CHIEF	1		1
	BATTALION CHIEF	5	3	8
	COMMUNITY PARAMEDIC	1		1
	CRIME ANALYSIS DATA TECHNICIAN	0	1	1
	CUPA MANAGER	1		1
	DATA ENTRY OPERATOR II	1	-1	0
	EMS COORDINATOR	1		1
	EMERGENCY SERVICES MANAGER	1		1
	FIRE CAPTAIN	32		32
	FIRE CHIEF	1		1
	FIRE ENGINEER	30		30
	FIRE ENVIRONMENTAL SPEC I	2		2
	FIRE ENVIRONMENTAL SPEC II	2		2
	FIRE FINANCIAL/GRANTS MANAGER	0	1	1
	FIRE INSPECTOR/INVESTIGATOR (Sworn)	4		4
	FIRE INSPECTOR II (Non-Sworn)	2	2	4
	FIREFIGHTER	44	3	47
	MANAGEMENT ANALYST II	1		1
	PARAMEDIC LIMITED TERM	1	-1	0
	PLANS EXAMINER II	1		1
FIRE DEPARTMENT TOTAL		134	8	142

HOUSING

HOUSING AUTHORITY	ACCOUNT CLERK II	1	-1	0
	ACCOUNT CLERK III	1		1
	ACCOUNTANT I	2		2
	ACCOUNTING TECHNICIAN	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ASSISTANT DIRECTOR OF HOUSING	1		1
	ASSISTANT DIRECTOR OF HOUSING & REDEVELOPMENT	1		1
	CONSTRUCTION PROJECT COORDINATOR	1		1
	COMPUTER NETWORK ENGINEER III	1		1
	DIRECTOR OF HOUSING & REDEVELOPMENT	1		1
	FAC MAINT WORKER II	2		2
	GROUNDWORKER I	1		1
	GROUNDWORKER II	3		3
	HOUSING CONTRACT ADMIN	1	-1	0
	HOUSING FINANCIAL OFFICER	1		1
	HOUSING INSPECTOR	1		1
	HOUSING MAINT SUPERVISOR	1		1
	HOUSING PROGRAM SUPERVISOR	2		2
	HOUSING PROGRAMS MANAGER	1		1
	HOUSING SPECIALIST I	5		5
	HOUSING SPECIALIST II	8	-2	6
	MAINTENANCE WORKER HOUSING	4		4
	MANAGEMENT ANALYST II	2	-1	1
	OFFICE ASSISTANT I	2		2

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
	OFFICE ASSISTANT II	5		5
	PROJECT MANAGER	1		1
	RESIDENT SERVICES COORDINATOR	1		1
	SR. HOUSING MAINTENANCE WORKER	1		1
	SR. HOUSING SPECIALIST	3		3
HOUSING AUTHORITY TOTAL		56	-5	51
HOUSING SERVICES				
	ACCOUNTING MANAGER	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMPLIANCE SERVICES MANAGER	1		1
	ECONOMIC DEVELOPMENT MANAGER	1		1
	GRANTS COORDINATOR	1		1
	GRANTS SPECIALIST I	1		1
	HOMELESS ASSISTANCE PGM COORD	1		1
	HOMELESS PROGRAMS ASSISTANT	1		1
	HOUSING REHABILITATION PROGRAM MANAGER	1		1
	MANAGEMENT ANALYST II	0	1	1
	PROJECT MANAGER	1		1
	REHAB LOAN SPECIALIST	2	-1	1
HOUSING SERVICES TOTAL		13	0	13
HOUSING DEPARTMENT TOTAL		69	-5	64
HUMAN RESOURCES DEPARTMENT				
	ADMINISTRATIVE ASSISTANT (C)	2		2
	ASSITANT HR DIRECTOR (C)	1		1
	HEALTH/SAFETY/TRAINING OFFICER	1		1
	HUMAN RESOURCES ANALYST I (C)	2		2
	HUMAN RESOURCES ANALYST II (C)	5		5
	HUMAN RESOURCES DIRECTOR	1		1
	HUMAN RESOURCES MANAGER (C)	2		2
	HUMAN RESOURCES TECHNICIAN (C)	7		7
	PAYROLL TECHNICIAN (C)	2		2
	PRINCIPAL HR ANALYST (C)	1		1
	SR. HUMAN RESOURCES ANALYST (C)	1	1	2
HUMAN RESOURCES DEPARTMENT TOTAL		25	1	26
INFORMATION SVS OPERATION				
	ADMINISTRATIVE ASSISTANT	1		1
	ASSISTANT INFO. TECHNOLOGY DIRECTOR	1	-1	0
	COMPUTER NETWORK ENGINEER I	1	-1	0
	COMPUTER NETWORK ENGINEER II	5		5
	COMPUTER NETWORK ENGINEER III	6		6
	CYBER SECURITY OFFICER	1	-1	0
	DEPUTY CHIEF INFORMATION OFFICER	0	1	1
	GEOGRAPHIC INFO SYSTEMS TECH II	0	1	1
	GEOGRAPHIC INFO SYSTEMS TECH III	1		1
	INFO. TECHNOLOGY DIRECTOR	1		1
	INFO. TECHNOLOGY MANAGER	1	-1	0
	INFO. TECHNOLOGY OFFICER I	0	2	2
	INFO. TECHNOLOGY OFFICER II	0	2	2
	MANAGEMENT ANALYST II	0	1	1

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
	PRINCIPAL INFO. TECH ANALYST	0	5	5
	PRODUCTION SUPERVISOR	1		1
	PRODUCTION TECHNICIAN	2		2
	PROGRAMMER ANALYST	6	-4	2
	PROJECT MANAGER	0	1	1
	SR. INFORMATION TECHNOLOGY ANALYST	0	6	6
	SYSTEMS ADMINISTRATOR	6	-3	3
	SYSTEMS ANALYST II	1		1
	SYSTEMS ANALYST III	1		1
INFORMATION SVS OPERATION TOTAL		35	8	43
NON-DEPARTMENTAL	CITY TREASURER	1		1
NON-DEPARTMENTAL TOTAL		1	0	1
POLICE DEPARTMENT	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	1		1
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SVC'S ASSISTANT	2		2
	ANIMAL SAFETY OFFICER	2		2
	ASSISTANT POLICE CHIEF	2		2
	COMMUNITY AFFAIRS MANAGER	1		1
	COMMUNITY SERVICE OFFICER	11	-1	10
	CRIME ANALYSIS DATA TECHNICIAN	2		2
	CRIME ANALYST I	2		2
	CRIME ANALYST II	1		1
	CROSSING GUARD	6		6
	EVIDENCE TECHNICIAN II	2	1	3
	MANAGEMENT ANALYST III	0	1	1
	MISSING PERSONS SPECIALIST	1		1
	OFFICE ASSISTANT II	1		1
	POLICE CALL TAKER	2	-2	0
	POLICE CHIEF	1		1
	POLICE COMMANDER	8		8
	POLICE CORPORAL	28	2	30
	POLICE FINANCIAL/GRANTS MANAGER	1		1
	POLICE OFFICER I/PUBLIC SAFETY TRAINEE	72		72
	POLICE OFFICER II	97		97
	POLICE RECORDS MANAGER	1		1
	POLICE RECORDS SUPERVISOR	2		2
	POLICE RECORDS TECHNICIAN II	14		14
	POLICE RECORDS TECHNICIAN III	2		2
	POLICE SERGEANT	30		30
	POLICE SERVICE OFFICER	6		6
	POLICE WORD PROCESSOR II	6	1	7
	PROPERTY & EVIDENCE CUSTODIAN	1		1
	PROPERTY & EVIDENCE TECH II	5		5
	PUBLIC SAFETY COMM MANAGER	1		1
	PUBLIC SAFETY DISPATCHER I	2		2
	PUBLIC SAFETY DISPATCHER II	19	1	20
	PUBLIC SAFETY DISPATCHER III	5	1	6
	SEX REGISTRANT SPECIALIST	1		1

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
	SR. POLICE SERVICE OFFICER	1		1
	SR. TRAFFIC SERVICE ASST	1		1
	SUPERVISING ANIMAL SAFETY OFFICER	1		1
	TRAFFIC SERVICE ASST II	14		14
POLICE DEPARTMENT TOTAL		358	4	362
PUBLIC WORKS				
ENVIRONMENTAL RESOURCES				
	ACCOUNT CLERK III	4		4
	ACCOUNTING TECHNICIAN	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	CALL CENTER MANAGER	1		1
	CHIEF OF COLLECTIONS	1		1
	CONTAINER SERVICE WORKER	2		2
	CUSTOMER SERVICE REP I	2		2
	CUSTOMER SERVICE REP II	13		13
	ENVIRONMENTAL RESOURCES SUPV	7		7
	ENVIRON RESOURCES DIVISION MANAGER	1		1
	EQUIPMENT OPERATOR	12		12
	HEALTH, SAFETY & TRAINING OFFICER	1		1
	MAINTENANCE WORKER TRAINEE	24		24
	MANAGEMENT ANALYST III	1		1
	MRF DISPATCHER	1		1
	MRF MANAGER	1		1
	MRF MACHINERY OPERATOR	3		3
	MRF MECHANIC	3		3
	OFFICE ASSISTANT II	1		1
	OUTREACH/EDUCATION SPECIALIST	1		1
	RECYCLING MANAGER	1		1
	ROUTE CHECKER	5		5
	SOLID WASTE EQUIP OPER II	49		49
	SOLID WASTE TRANS OPERATOR	14		14
	SORTER	26		26
	TREATMENT PLANT ELECTRICIAN	1		1
ENVIRONMENTAL RESOURCE TOTAL		179	0	179
FACILITIES MAINTENANCE SERVICES				
	CONSTRUCTION PROJECT MANAGER	1		1
	CUSTODIAL SUPERVISOR	1		1
	CUSTODIAN	11		11
	SR. CUSTODIAN	2		2
	FAC MAINT WORKER II	6		6
	FACILITIES SUPERVISOR	1		1
	FINANCIAL ANALYST II	1		1
	HVAC TECHNICIAN	2		2
	MAINTENANCE CARPENTER	2		2
	MAINTENANCE ELECTRICIAN	2		2
	MAINTENANCE PLUMBER	1		1
	MAINTENANCE SERVICES MANAGER	1		1
	SR. FACILITIES MAINTENANCE WORKER	2		2
FACILITIES MAINTENANCE SERVICES TOTAL		33	0	33

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
FLEET SERVICES OPERATION	ADMINISTRATIVE TECHNICIAN	1		1
	ACCOUNT CLERK II	1		1
	FLEET SERVICES MAINT WORKER	1		1
	FLEET SERVICES MANAGER	1		1
	FLEET SERVICES MECHANIC I	6		6
	FLEET SERVICES MECHANIC II	9		9
	FLEET SERVICES MECHANIC SPVR	1		1
	SR. FLEET SERVICES MECHANIC	4		4
	TIRE REPAIRER	1		1
FLEET SERVICES OPERATION TOTAL		25	0	25
MAINTENANCE SERVICES	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	EQUIPMENT OPERATOR	5		5
	GRAFFITI ACTION COORDINATOR	1		1
	GROUNDWORKER I	26		26
	GROUNDWORKER II	6	1	7
	MAINTENANCE PLUMBER	1		1
	OFFICE ASSISTANT II	2		2
	PARKS MAINTENANCE SUPERVISOR	3		3
	PARKS MANAGER	1		1
	SR. GROUNDWORKER	3		3
	SR. STREET MAINT WORKER	4		4
	SR. TREE TRIMMER	1		1
	STREET MAINT SUPERVISOR	1		1
	STREET MAINT WKR I	5		5
	STREET MAINT WKR II	3		3
	STREETS MANAGER	1		1
	TRAFFIC SAFETY MAINT WKR	2		2
	TREE TRIMMER I	1		1
	TREE TRIMMER II	0	1	1
MAINTENANCE SERVICES TOTAL		69	2	71
PUBLIC WORKS ADMINISTRATION	ACCOUNT CLERK II	2.5		2.5
	ADMINISTRATIVE LEGAL ASSISTANT (C)	1		1
	ADMINISTRATIVE SERVICES MANAGER	1		1
	ADMINISTRATIVE TECHNICIAN	2		2
	ASSISTANT DIRECTOR PUBLIC WORKS	3		3
	FINANCIAL ANALYST I	1		1
	GRANTS COORDINATOR	1		1
	MANAGEMENT ANALYST II	1		1
	MANAGEMENT ANALYST III	1		1
	PROJECT MANAGER (ASSET/INVENTORY SPEC.)	0	1	1
	PUBLIC WORKS DIRECTOR	1		1
	UTILITIES FINANCE OFFICER	1		1
PUBLIC WORKS ADMINISTRATION TOTAL		15.5	1	16.5

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
SPECIAL DISTRICTS	ADMINISTRATIVE TECHNICIAN	1		1
	GROUNDWORKER II	1		1
	LANDSCAPE INSPECTOR II	3		3
	MANAGEMENT ANALYST II	0	1	1
	PROJECT MANAGER	2	1	3
	SPECIAL DISTRICTS MANAGER	1		1
SPECIAL DISTRICTS TOTAL		8	2	10
ENGINEERING & MAINTENANCE SERVICES	ADMINISTRATIVE TECHNICIAN	1	1	2
	ASSISTANT CIVIL ENGINEER	1	1	2
	CITY ENGINEER	1		1
	CIVIL ENGINEER	1		1
	CONSTRUCTION INSPECTOR I	1		1
	CONSTRUCTION INSPECTOR II	3		3
	CONSTRUCTION PROJECT COORDINATOR	3		3
	ENGINEERING TECHNICIAN II	1		1
	JUNIOR CIVIL ENGINEER	1	1	2
	MANAGEMENT ANALYST I	1		1
	MANAGEMENT ANALYST II	1		1
	OFFICE ASSISTANT II	1		1
	PROJECT MANAGER	7	1	8
	SENIOR PROJECT MANAGER	2	1	3
	SR. CIVIL ENGINEER	2	1	3
	SR. CONSTRUCTION INSPECTOR	1		1
	SR. ENGR TECH/SURVEY CHIEF	1		1
	SUPERVISING CIVIL ENGINEER	2	1	3
ENGINEERING & MAINTENANCE SERVICES TOTAL		31	7	38
TRAFFIC ENGINEERING	ASSISTANT TRAFFIC ENGINEER	2		2
	ASSOCIATE TRAFFIC ENGINEER	1		1
	ENGINEERING TECH II	1		1
	SR. CIVIL ENGINEER	0		0
	SUPERVISING CIVIL ENGINEER	1		1
	TRAFFIC ENGINEER	1		1
	TRAFFIC SIGNAL REPAIRER I	1		1
	TRAFFIC SIGNAL REPAIRER II	1		1
	TRAFFIC SIGNAL TECHNICIAN	1		1
	TRANSPORTATION PLANNER	1		1
TRAFFIC ENGINEERING TOTAL		10	0	10
WATER OPERATION	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	CHIEF OPERATOR	2		2
	ELECTRICIAN/INSTRUMENTATION TECH	1		1
	MAINTENANCE WORKER TRAINEE	1		1
	MANAGEMENT ANALYST II	1		1
	METER READER	6		6

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
	METER REPAIR WORKER	3		3
	OUTREACH/EDUCATION SPECIALIST	1		1
	SCADA/PROGRAMS SUPERVISOR	1		1
	SR. BACKFLOW SPECIALIST	1		1
	SR. METER READER	1		1
	SR. METER REPAIRER WORKER	1		1
	SR. WATER DISTRIBUTION OPERATOR	4		4
	SR. WATER MECHANIC	1		1
	SR. WATER TREATMENT OPERATOR	3		3
	WATER CONSERV/OUTREACH COORDINATOR	1		1
	WATER CONSERV/OUTREACH SUPERVISOR	1		1
	WATER CONSERV/OUTREACH TECH	1		1
	WATER DISTRIBUTION OPERATOR I	11		11
	WATER DISTRIBUTION OPERATOR II	6		6
	WATER DIVISION MANAGER	1		1
	WATER OPERATOR IN TRAINING	1		1
	WATER OPERATORS MANAGER/CHIEF OPERATOR	1		1
	WATER REGULATORY COMPL COORD	1		1
	WATER REGULATORY COMPL TECH II	2		2
	WATER RESOURCE MANAGER	1		1
	WATER TREATMENT OPERATOR II	2		2
	WATER TREATMENT OPERATOR III	3		3
WATER OPERATION TOTAL		61	0	61
RECYCLE WATER				
	ADMINISTRATIVE SECRETARY III	1		1
	ADVANCED WATER TREATMENT OP III	4		4
	CHIEF PLANT OPERATOR	1		1
	SR. ADVANCED WATER TREATMENT OPERATOR	1		1
	SR. ADVANCED WATER TREATMENT MECHANIC	1		1
	TREATMENT PLANT ELECTRICIAN	1		1
RECYCLE WATER TOTAL		9	0	9
STORM WATER				
	SR. WASTEWATER ENVIR SPECIALIST	1		1
	TECHNICAL SVCS/WTR QUALITY MGR	1		1
	WASTEWATER COLLECT OPERATOR II	1		1
	WASTEWATER ENVIRONMENTAL SPEC	1		1
STORM WATER TOTAL		4	0	4
WASTEWATER COLLECTION				
	MANAGEMENT ANALYST II	1		1
	SR. WASTEWATER COLLECTION OPERATOR	2		2
	SR. WASTEWATER ENVIR SPECIALIST	1		1
	WASTEWATER COLLECTIONS MANAGER	1		1
	WASTEWATER COLLECT OPERATOR I	3	-3	0
	WASTEWATER COLLECT OPERATOR II	4	3	7
	WASTEWATER ENVIRONMENTAL SPEC	5	2	7
	WASTEWATER INFRASTRUCTURE MANAGER	1		1
WASTEWATER COLLECTION TOTAL		18	2	20

<u>Department</u>	<u>Title</u>	<u>FY 21/22 Revised</u>	<u>Proposed Changes</u>	<u>FY 22/23 Adopted</u>
WASTEWATER TREATMENT	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ASSISTANT CIVIL ENGINEER	0	1	1
	CHIEF OPERATOR	0	1	1
	ELECTRICIAN/INSTRUMENTATION TECH	2		2
	LABORATORY ASSISTANT	1		1
	LABORATORY SUPERVISOR	1		1
	LABORATORY TECHNICIAN	3		3
	MAINTENANCE WORKER TRAINEE	0	2	2
	POWER PROD. OPERATOR II	2		2
	SR. WASTEWATER ELECTRICIAN	1		1
	SR. WASTEWATER MECHANIC	2		2
	SR. WASTEWATER OPERATOR	4		4
	TREATMENT PLANT ELECTRICIAN	2		2
	UTILITY SUPERVISOR	1	-1	0
	WASTEWATER DIVISION MANAGER	1		1
	WASTEWATER MAINTENANCE MANAGER	1		1
	WASTEWATER MAINTENANCE SUPERV	1		1
	WASTEWATER MECHANIC II	9		9
	WASTEWATER OP IN TRAINING	1	-1	0
	WASTEWATER OPER MGR/CHIEF OPER	1		1
	WASTEWATER OPERATOR I	2	-2	0
	WASTEWATER OPERATOR II	9	3	12
	WASTEWATER OPERATOR III	6		6
WASTEWATER TREATMENT TOTAL		52	3	55
PUBLIC WORKS DEPARTMENT TOTAL		514.5	17	531.5
GRAND TOTAL		1400.25	39	1439.25

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING
CLASSIFICATION AND SALARY SCHEDULES AND APPROVING THE ATTACHED
CLASSIFICATION AND SALARY SCHEDULE PURSUANT TO CHAPTER 4 OF THE
CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard an updated Classification and Salary Schedule; and,

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OR THE CITY OF OXNARD RESOLVES that the Classification and Salary Schedule attached hereto as Exhibit "A" is approved and all prior versions are rescinded effective July 1, 2022.

PASSED AND ADOPTED THIS 21st day of June, 2022, by the following votes:

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
CLASSIFICATION AND SALARY LISTING
EFFECTIVE JULY 01, 2022

		Class Code												
Account Clerk I	7102	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472		
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78		
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18		
Account Clerk II	7105	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	16.9672	17.8156	18.7063	19.6418	20.6238	21.6551	22.7378	23.8746	25.0684	26.3218		
		BIWEEKLY	1357.38	1425.25	1496.50	1571.34	1649.90	1732.41	1819.02	1909.97	2005.47	2105.74		
		ANNUAL	35291.78	37056.45	38909.10	40854.94	42897.50	45042.61	47294.62	49659.17	52142.27	54749.34		
Account Clerk III	7108	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	18.6263	19.5575	20.5355	21.5622	22.6403	23.7724	24.9612	26.2091	27.5195	28.8954		
		BIWEEKLY	1490.10	1564.60	1642.84	1724.98	1811.22	1901.79	1996.90	2096.73	2201.56	2311.63		
		ANNUAL	38742.70	40679.60	42713.84	44849.38	47091.82	49446.59	51919.30	54514.93	57240.56	60102.43		
Accountant I	7120	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.2526	26.5155	27.8411	29.2332	30.6948	32.2297	33.8412	35.5332	37.3098	39.1752		
		BIWEEKLY	2020.21	2121.24	2227.29	2338.66	2455.58	2578.38	2707.30	2842.66	2984.78	3134.02		
		ANNUAL	52525.41	55152.24	57909.49	60805.06	63845.18	67037.78	70389.70	73909.06	77604.38	81484.42		
Accountant II	7123	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	28.0587	29.4615	30.9347	32.4814	34.1055	35.8108	37.6013	39.4815	41.4554	43.5283		
		BIWEEKLY	2244.70	2356.92	2474.78	2598.51	2728.44	2864.86	3008.10	3158.52	3316.43	3482.26		
		ANNUAL	58362.10	61279.92	64344.18	67561.31	70939.44	74486.46	78210.70	82121.52	86227.23	90538.86		
Accountant III	7122	M22	Lower	Upper										
		Hourly	29.8068	49.9431										
		BIWEEKLY	2384.54	3995.45										
		ANNUAL	61998.14	103881.65										
Accounting Manager	7208	M48	Lower	Upper										
		Hourly	37.9013	62.8938										
		BIWEEKLY	3032.10	5031.50										
		ANNUAL	78834.70	130819.10										
Accounting Technician	7114	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	22.4467	23.569	24.7473	25.9849	27.2841	28.6483	30.0807	31.5849	33.1641	34.8221		
		BIWEEKLY	1795.74	1885.52	1979.78	2078.79	2182.73	2291.86	2406.46	2526.79	2653.13	2785.77		
		ANNUAL	46689.14	49023.52	51474.38	54048.59	56750.93	59588.46	62567.86	65696.59	68981.33	72429.97		
Accounting Technician (C)	11137	C67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	23.3799	24.5488	25.7763	27.0652	28.4184	29.8393	31.3312	32.8979	34.5428	36.2699	38.0834	39.9877
		BIWEEKLY	1870.39	1963.91	2062.10	2165.22	2273.47	2387.14	2506.50	2631.83	2763.43	2901.59	3046.68	3199.02
		ANNUAL	48630.24	51061.58	53614.71	56295.62	59110.19	62065.74	65168.89	68427.65	71849.06	75441.39	79213.56	83174.42
Administrative Assistant	1535	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.1926	26.4523	27.7748	29.1637	30.6217	32.1529	33.7606	35.4486	37.2211	39.0821		
		BIWEEKLY	2015.41	2116.18	2221.98	2333.10	2449.74	2572.23	2700.85	2835.89	2977.69	3126.57		
		ANNUAL	52400.61	55020.78	57771.58	60660.50	63693.14	66878.03	70222.05	73733.09	77419.89	81290.77		
Administrative Assistant (C)	1538	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	26.7384	28.0752	29.4791	30.9530	32.5007	34.1257	35.8319	37.6234	39.5048	41.4801	43.5542	45.7316
		BIWEEKLY	2139.07	2246.02	2358.33	2476.24	2600.06	2730.05	2866.55	3009.88	3160.39	3318.41	3484.33	3658.53
		ANNUAL	55615.93	58396.51	61316.48	64382.24	67601.54	70981.42	74530.35	78256.77	82170.06	86278.63	90592.69	95121.82
Administrative Legal Assistant	1309	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	26.7384	28.0752	29.4791	30.9530	32.5007	34.1257	35.8319	37.6234	39.5048	41.4801	43.5542	45.7316
		BIWEEKLY	2139.07	2246.02	2358.33	2476.24	2600.06	2730.05	2866.55	3009.88	3160.39	3318.41	3484.33	3658.53
		ANNUAL	55615.93	58396.51	61316.48	64382.24	67601.54	70981.42	74530.35	78256.77	82170.06	86278.63	90592.69	95121.82
Administrative Legal Secretary I	1300	C25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	16.9603	17.8084	18.6987	19.6337	20.6155	21.6462	22.7284	23.8649	25.0582	26.3110	27.6266	29.0080
		BIWEEKLY	1356.83	1424.67	1495.90	1570.69	1649.24	1731.70	1818.27	1909.19	2004.65	2104.88	2210.13	2320.64
		ANNUAL	35277.50	37041.48	38893.32	40838.00	42880.24	45024.10	47275.07	49639.00	52121.02	54726.98	57463.33	60336.63
Administrative Legal Secretary II	1301	C35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	18.8446	19.7868	20.7761	21.8151	22.9057	24.0510	25.2537	26.5163	27.8422	29.2341	30.6959	32.2306
		BIWEEKLY	1507.57	1582.95	1662.09	1745.21	1832.46	1924.08	2020.29	2121.30	2227.38	2338.73	2455.67	2578.45
		ANNUAL	39196.77	41156.57	43214.34	45375.39	47643.87	50026.07	52527.66	55153.84	57911.78	60806.99	63847.42	67039.64
Administrative Legal Secretary III	1302	C50	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	20.9385	21.9854	23.0848	24.2390	25.4507	26.7233	28.0595	29.4624	30.9356	32.4824	34.1064	35.8119
		BIWEEKLY	1675.08	1758.83	1846.78	1939.12	2036.06	2137.86	2244.76	2356.99	2474.85	2598.60	2728.52	2864.95
		ANNUAL	43552.04	45729.62	48016.36	50417.05	52937.56	55584.46	58363.68	61281.79	64346.04	67563.49	70941.41	74488.73
Administrative Secretary I	11138	A12	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	14.9344	15.6811	16.4652	17.2886	18.1530	19.0607	20.0137	21.0143	22.0651	23.1683		
		BIWEEKLY	1194.75	1254.49	1317.22	1383.09	1452.24	1524.86	1601.10	1681.14	1765.21	1853.46		
		ANNUAL	31063.55	32616.69	34247.62	35960.29	37758.24	39646.26	41628.50	43709.74	45895.41	48190.06		
Administrative Secretary II	11144	A19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	16.5936	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422		
		BIWEEKLY	1327.49	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38		
		ANNUAL	34514.69	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78		
Administrative Secretary III	11150	A26	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	18.4375	19.3593	20.3272	21.3437	22.4108	23.5313	24.7078	25.9433	27.2405	28.6025		
		BIWEEKLY	1475.00	1548.74	1626.18	1707.50	1792.86	1882.50	1976.62	2075.46	2179.24	2288.20		
		ANNUAL	38350.00	40267.34	42280.58	44394.90	46614.46	48945.10	51392.22	53962.06	56660.24	59493.20		
Administrative Services Assistant	14119	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	26.7384	28.0752	29.4791	30.9530	32.5007	34.1257	35.8319	37.6234	39.5048	41.4801	43.5542	45.7316
		BIWEEKLY	2139.07	2246.02	2358.33	2476.24	2600.06	2730.05	2866.55	3009.88	3160.39	3318.41	3484.33	3658.53
		ANNUAL	55615.93	58396.51	61316.48	64382.24	67601.54	70981.42	74530.35	78256.77	82170.06	86278.63	90592.69	95121.82
Administrative Services Manager	4533	M87	Lower	Upper										
		Hourly	51.783											

Animal Safety Officer	14150	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464			
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71			
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51			
Assistant Chief Financial Officer	7216	M88	Lower	Upper								
		Hourly	53.2110	87.3897								
		BIWEEKLY	4256.88	6991.18								
		ANNUAL	110678.88	181770.58								
Assistant City Attorney	1311	M89	Lower	Upper								
		Hourly	69.0653	95.3998								
		BIWEEKLY	5525.22	7631.98								
		ANNUAL	143655.82	198431.58								
Assistant City Clerk	1402	M11	Lower	Upper								
		Hourly	26.3586	44.4254								
		BIWEEKLY	2108.69	3554.03								
		ANNUAL	54825.89	92404.83								
Assistant City Manager	1202	E11	Lower	Upper								
		Hourly	91.0545	125.2001								
		BIWEEKLY	7284.36	10016.01								
		ANNUAL	189393.36	260416.21								
Assistant City Treasurer / Dir. Rev & Lic	7309	E06	Lower	Upper								
		Hourly	63.2050	86.9068								
		BIWEEKLY	5056.40	6952.54								
		ANNUAL	131466.40	180766.14								
Assistant Civil Engineer	5129	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	35.6940	37.4786	39.3524	41.3201	43.3861	45.5553	47.8330	50.2247	52.7361	55.3728
		BIWEEKLY	2855.52	2998.29	3148.19	3305.61	3470.89	3644.42	3826.64	4017.98	4218.89	4429.82
		ANNUAL	74243.52	77955.49	81852.99	85945.81	90243.09	94755.02	99492.64	104467.38	109691.09	115175.42
Assistant Department Director NRC I	1001	M95	Lower	Upper								
		Hourly	56.2445	89.9913								
		BIWEEKLY	4499.56	7199.30								
		ANNUAL	116988.56	187181.90								
Assistant Department Director NRC II	1002	M97	Lower	Upper								
		Hourly	58.5976	93.7561								
		BIWEEKLY	4687.81	7500.49								
		ANNUAL	121883.01	195012.69								
Assistant Director of Community Dev.	4524	M89	Lower	Upper								
		Hourly	56.4507	92.5434								
		BIWEEKLY	4516.06	7403.47								
		ANNUAL	117417.46	192490.27								
Assistant Director of Housing	4527	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Assistant Director of Housing & Redevelopment	4528	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Assistant Director of Public Works	4538	M89	Lower	Upper								
		Hourly	56.4507	92.5434								
		BIWEEKLY	4516.06	7403.47								
		ANNUAL	117417.46	192490.27								
Assistant Fire Chief (Non-Shift)	14317	PS2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	63.78	67.0331	70.4521	74.0464	77.8232	81.7923	85.8818	90.1758		
		BIWEEKLY	5102.4	5362.648	5636.168	5923.712	6225.856	6543.384	6870.544	7214.064		
		ANNUAL	132662.4	139428.848	146540.37	154016.51	161872.26	170127.984	178634.14	187565.66		
Assistant Fire Chief (Shift)	14317	PS4	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	45.5572	47.8808	50.3231	52.8902	55.5881	58.423	61.3444	64.4112		
		BIWEEKLY	5102.4064	5362.6496	5636.1872	5923.7024	6225.8672	6543.376	6870.5728	7214.0544		
		ANNUAL	132662.57	139428.89	146540.87	154016.26	161872.55	170127.776	178634.89	187565.41		
Assistant Human Resources Director	12119	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Assistant Info. Technology Director	12121	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Assistant Plan Check Engineer	13244	A94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	35.6940	37.4786	39.3524	41.3201	43.3861	45.5553	47.8330	50.2247	52.7361	55.3728
		BIWEEKLY	2855.52	2998.29	3148.19	3305.61	3470.89	3644.42	3826.64	4017.98	4218.89	4429.82
		ANNUAL	74243.52	77955.49	81852.99	85945.81	90243.09	94755.02	99492.64	104467.38	109691.09	115175.42
Assistant Planner	13105	A69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.3129	27.6286	29.0101	30.4606	31.9837	33.5828	35.262	37.0251	38.8761	40.8202
		BIWEEKLY	2105.03	2210.29	2320.81	2436.85	2558.70	2686.62	2820.96	2962.01	3110.09	3265.62
		ANNUAL	54730.83	57467.49	60341.01	63358.05	66526.10	69852.22	73344.96	77012.21	80862.29	84906.02
Assistant Police Chief	14229	PS6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	72.2206	75.9044	79.7762	83.8459	88.1229	92.6171	97.2481	102.1101		
		BIWEEKLY	5777.65	6072.35	6382.10	6707.67	7049.83	7409.37	7779.85	8168.81		
		ANNUAL	150218.85	157881.15	165934.50	174399.47	183295.63	192643.57	202276.05	212389.01		
Assistant Design Traffic Engineer	18127	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	33.9943	35.694	37.4785	39.3526	41.3201	43.3861	45.5553	47.8331	50.2247	52.7361
		BIWEEKLY	2719.54	2855.52	2998.28	3148.21	3305.61	3470.89	3644.42	3826.65	4017.98	4218.89
		ANNUAL	70708.14	74243.52	77955.28	81853.41	85945.81	90243.09	94755.02	99492.85	104467.38	109691.09
Assistant Traffic Engineer	18127	A93	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	33.9943	35.694	37.4785	39.3526	41.3201	43.3861	45.5553	47.8331	50.2247	52.7361
		BIWEEKLY	2719.54	2855.52	2998.28	3148.21	3305.61	3470.89	3644.42	3826.65	4017.98	4218.89
		ANNUAL	70708.14	74243.52	77955.28	81853.41	85945.81	90243.09	94755.02	99492.85	104467.38	109691.09
Associate Planner	13108	A83	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	29.2367	30.6985	32.2335	33.845	35.5372	37.3141	39.1798	41.1389	43.1959	45.3556
		BIWEEKLY	2338.94	2455.88	2578.68	2707.60	2842.98	2985.13	3134.38	3291.11	3455.67	3628.45
		ANNUAL	60812.34	63852.88	67045.68	70397.60	73917.38	77613.33	81493.98	85568.91	89847.47	94339.65
Associate Traffic Engineer	18118	A97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	37.7713	39.66	41.6429	43.7251	45.9115	48.2068	50.6172	53.1481	55.8056	58.5958
		BIWEEKLY	3021.70	3172.80	3331.43	3498.01	3672.92	3856.54	4049.38	4251.85	4464.45	4687.66
		ANNUAL	78564.30	82492.80	86617.23	90948.21	95495.92	100270.14	105283.78	110548.05	116075.65	121879.26

WPF Operations Manager / Chief Plant Operator	20143	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Battalion Chief (Non-Shift)	14314	PS1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	53.4528	56.18	59.0453	62.0574	65.2231	68.5498	71.9769	75.576		
		BIWEEKLY	4276.22	4494.40	4723.62	4964.59	5217.85	5483.98	5758.15	6046.08		
		ANNUAL	111181.82	116854.40	122814.22	129079.39	135664.05	142583.58	149711.95	157198.08		
Battalion Chief (Shift)	14314	PS3	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	38.1805	40.1284	42.1753	44.3268	46.5879	48.964	51.4121	53.9829		
		BIWEEKLY	4276.22	4494.38	4723.63	4964.60	5217.84	5483.97	5758.16	6046.08		
		ANNUAL	111181.62	116853.90	122814.47	129079.64	135663.96	142583.17	149712.04	157198.20		
Billing & Licensing Supervisor	7312	M11	Lower	Upper								
		Hourly	26.3586	44.4254								
		BIWEEKLY	2108.69	3554.03								
		ANNUAL	54825.89	92404.83								
Budget Manager	7210	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Building Inspector I	13203	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.9857	29.4133	30.9138	32.4906	34.1482	35.8898	37.7204			
		BIWEEKLY	2238.86	2353.06	2473.10	2599.25	2731.86	2871.18	3017.63			
		ANNUAL	58210.26	61179.66	64300.70	67580.45	71028.26	74650.78	78458.43			
Building Inspector II	13206	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670			
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36			
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36			
Buyer & Buyer Limited Term	8311	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	8310	Hourly	21.9559	23.0537	24.2064	25.4168	26.6875	28.0221	29.423	30.8942	32.439	34.0609
		BIWEEKLY	1756.47	1844.30	1936.51	2033.34	2135.00	2241.77	2353.84	2471.54	2595.12	2724.87
		ANNUAL	45668.27	47951.70	50349.31	52866.94	55510.00	58285.97	61199.84	64259.94	67473.12	70846.67
Call Center Manager	16119	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
Chief Assistant City Attorney	1307	M99	Lower	Upper								
		Hourly	90.0113	104.8220								
		BIWEEKLY	7200.90	8385.76								
		ANNUAL	187223.50	218029.76								
Chief Financial Officer	7215	E14	Lower	Upper								
		Hourly	87.2811	120.0116								
		BIWEEKLY	6982.49	9600.93								
		ANNUAL	181544.69	249624.13								
Chief of Collections	16120	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
Chief Operator	20137	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
City Attorney	1314	E12	Lower	Upper								
		Hourly	109.3439	122.4995								
		BIWEEKLY	8747.51	9799.96								
		ANNUAL	227435.31	254798.96								
City Clerk	1405	E03	Lower	Upper								
		Hourly	55.1235	75.7947								
		BIWEEKLY	4409.88	6063.58								
		ANNUAL	114656.88	157652.98								
City Corp Leader Trainee I Extra Help	31514	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
City Corp Leader Trainee II Extra Help		A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18
City Corp Student Trainee Extra Help	31515		Lower	Upper								
		Hourly	9.35	11								
		BIWEEKLY	748.00	880.00								
		ANNUAL	19448.00	22880.00								
City Council	1102	BIWEEKLY	785.08									
		ANNUAL	20412.08									
City Engineer	4537	M89	Lower	Upper								
		Hourly	56.4507	92.5434								
		BIWEEKLY	4516.06	7403.47								
		ANNUAL	117417.46	192490.27								
City Librarian	10128	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4675.15								
		ANNUAL	73043.36	121553.95								
City Manager	1208	E13	Lower	Upper								
		Hourly	137.0193	137.0193								
		BIWEEKLY	10961.54	10961.54								
		ANNUAL	285000.14	285000.14								
City Surveyor	5110	M34	Lower	Upper								
		Hourly	33.6963	56.1663								
		BIWEEKLY	2695.70	4493.30								
		ANNUAL	70088.30	116825.90								
City Treasurer	7305	BIWEEKLY	785.08									
		ANNUAL	20412.08									

Civil Engineer	5132	A98	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	39.0738	41.0275	43.0788	45.2328	47.4945	49.8691	52.3627	54.9807	57.7297	60.6163
		BIWEEKLY	3125.90	3282.20	3446.30	3618.62	3799.56	3989.53	4189.02	4398.46	4618.38	4849.30
		ANNUAL	81273.50	85337.20	89603.90	94084.22	98788.56	103727.73	108914.42	114359.86	120077.78	126081.90
Code Compliance Inspector I	13232	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.7157	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612			
		BIWEEKLY	2057.26	2162.22	2272.49	2388.44	2510.26	2638.30	2772.90			
		ANNUAL	53488.66	56217.62	59084.69	62099.44	65266.86	68595.90	72095.30			
Code Compliance Inspector II	13233	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874			
		BIWEEKLY	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99			
		ANNUAL	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79			
Code Compliance Manager	13240	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Communications Coordinator	14145	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Communications & Marketing Manager	2121	M51	Lower	Upper								
		Hourly	38.7443	64.2471								
		BIWEEKLY	3099.54	5139.77								
		ANNUAL	80588.14	133633.97								
Community Affairs Manager	14126	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4675.15								
		ANNUAL	73043.36	121553.95								
Community Development Director	4520	E09	Lower	Upper								
		Hourly	74.0128	101.7678								
		BIWEEKLY	5921.02	8141.42								
		ANNUAL	153946.62	211677.02								
Community Paramedic	14318	BCE 62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.6097	19.5587	20.5570	21.6053	22.7075	23.8657	25.0829			
		BIWEEKLY	1488.78	1564.70	1644.56	1728.42	1816.60	1909.26	2006.63			
		ANNUAL	38708.18	40682.10	42758.56	44939.02	47231.60	49640.66	52172.43			
Community Service Officer	14200	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
Community Services Manager	15124	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Compliance Services Manager	9214	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Computer Network Engineer I	3119	A32	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.6347	20.6165	21.6471	22.7294	23.866	25.0593	26.3124	27.628	29.0093	30.4598
		BIWEEKLY	1570.78	1649.32	1731.77	1818.35	1909.28	2004.74	2104.99	2210.24	2320.74	2436.78
		ANNUAL	40840.18	42882.32	45025.97	47277.15	49641.28	52123.34	54729.79	57466.24	60339.34	63356.38
Computer Network Engineer II	3118	A49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	23.0996	24.2546	25.4675	26.7408	28.0779	29.4818	30.9559	32.5036	34.129	35.8353
		BIWEEKLY	1847.97	1940.37	2037.40	2139.26	2246.23	2358.54	2476.47	2600.29	2730.32	2866.82
		ANNUAL	48047.17	50449.57	52972.40	55620.86	58402.03	61322.14	64388.27	67607.49	70988.32	74537.42
Computer Network Engineer III	3117	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7194	29.1055	30.5607	32.0887	33.6932	35.3779	37.1469	39.0041	40.9543	43.0020
		BIWEEKLY	2217.55	2328.44	2444.86	2567.10	2695.46	2830.23	2971.75	3120.33	3276.34	3440.16
		ANNUAL	57656.35	60539.44	63566.26	66744.50	70081.86	73586.03	77265.55	81128.53	85184.94	89444.16
Computer Operator	3121	A49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	23.0996	24.2546	25.4675	26.7408	28.0779	29.4818	30.9559	32.5036	34.129	35.8353
		BIWEEKLY	1847.97	1940.37	2037.40	2139.26	2246.23	2358.54	2476.47	2600.29	2730.32	2866.82
		ANNUAL	48047.17	50449.57	52972.40	55620.86	58402.03	61322.14	64388.27	67607.49	70988.32	74537.42
Construction & Maint. Engineer	17117	M66	Lower	Upper								
		Hourly	42.8461	70.8057								
		BIWEEKLY	3427.688	5664.456								
		ANNUAL	89119.888	147275.856								
Construction Inspector I	13202	BGL 104.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.9857	29.4133	30.9138	32.4906	34.1482	35.8898	37.7204			
		BIWEEKLY	2238.86	2353.06	2473.10	2599.25	2731.86	2871.18	3017.63			
		ANNUAL	58210.26	61179.66	64300.70	67580.45	71028.26	74650.78	78458.43			
Construction Inspector II	13204	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670			
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36			
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36			
Construction Project Coordinator	13226	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.1926	26.4523	27.7748	29.1637	30.6217	32.1529	33.7606	35.4486	37.2211	39.0821
		BIWEEKLY	2015.41	2116.18	2221.98	2333.10	2449.74	2572.23	2700.85	2835.89	2977.69	3126.57
		ANNUAL	52400.61	55020.78	57771.58	60660.50	63693.14	66878.03	70222.05	73733.09	77419.89	81290.77
Construction Project Manager	13227	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Consultant			Lower	Upper								
		Hourly	25	100								
		BIWEEKLY	2000	8000								
		ANNUAL	52000	208000								
Container Service Worker	16111	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464			
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71			
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51			
Controller	7211	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								

Crime Analysis Data Technician	14121	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
Crime Analyst I	14120	A48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.9673	24.1156	25.3214	26.5876	27.9169	29.3128	30.7784	32.3173	33.9332	35.6300
		BIWEEKLY	1837.38	1929.25	2025.71	2127.01	2233.35	2345.02	2462.27	2585.38	2714.66	2850.40
		ANNUAL	47771.98	50160.45	52668.51	55302.21	58067.15	60970.62	64019.07	67219.98	70581.06	74110.40
Crime Analyst II	14123	A64	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.5192	26.7953	28.1351	29.5419	31.019	32.5699	34.1985	35.9085	37.7039	39.5891
		BIWEEKLY	2041.54	2143.62	2250.81	2363.35	2481.52	2605.59	2735.88	2872.68	3016.31	3167.13
		ANNUAL	53079.94	55734.22	58521.01	61447.15	64519.52	67745.39	71132.88	74689.68	78424.11	82345.33
Crossing Guard	14102	A00	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.2484	16.0108	16.8113	17.6519	18.5345	19.4612	20.4343	21.4560	22.5288	23.6552
		BIWEEKLY	1219.87	1280.86	1344.90	1412.15	1482.76	1556.90	1634.74	1716.48	1802.30	1892.42
		ANNUAL	31716.67	33302.46	34967.50	36715.95	38551.76	40479.30	42503.34	44628.48	46859.90	49202.82
Cultural & Comm. Svcs. Asst. Director	10133	M67	Lower	Upper								
		Hourly	51.2210	77.6074								
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Cultural & Comm. Svcs. Director	10132	E06	Lower	Upper								
		Hourly	63.2050	86.9068								
		BIWEEKLY	5056.40	6952.54								
		ANNUAL	131466.40	180766.14								
CUPA Manager	14310	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Custodial Supervisor	6120	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Custodian	6114	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	15.9508	16.7642	17.6195	18.5181	19.4627	20.4558	21.4989			
		BIWEEKLY	1276.06	1341.14	1409.56	1481.45	1557.02	1636.46	1719.91			
		ANNUAL	33177.66	34869.54	36648.56	38517.65	40482.42	42548.06	44717.71			
Customer Service Acct Tech	7141	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.4467	23.569	24.7473	25.9849	27.2841	28.6483	30.0807	31.5849	33.1641	34.8221
		BIWEEKLY	1795.74	1885.52	1979.78	2078.79	2182.73	2291.86	2406.46	2526.79	2653.13	2785.77
		ANNUAL	46689.14	49023.52	51474.38	54048.59	56750.93	59588.46	62567.86	65696.59	68981.33	72429.97
Customer Service Rep I	7138	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18
Customer Service Rep II	7139	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.9672	17.8156	18.7063	19.6418	20.6238	21.6551	22.7378	23.8746	25.0684	26.3218
		BIWEEKLY	1357.38	1425.25	1496.50	1571.34	1649.90	1732.41	1819.02	1909.97	2005.47	2105.74
		ANNUAL	35291.78	37056.45	38909.10	40854.94	42897.50	45042.61	47294.62	49659.17	52142.27	54749.34
Cyber Security Officer	3122	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Data Entry Operator I	6110	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18
Data Entry Operator II	11114	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.9672	17.8156	18.7063	19.6418	20.6238	21.6551	22.7378	23.8746	25.0684	26.3218
		BIWEEKLY	1357.38	1425.25	1496.50	1571.34	1649.90	1732.41	1819.02	1909.97	2005.47	2105.74
		ANNUAL	35291.78	37056.45	38909.10	40854.94	42897.50	45042.61	47294.62	49659.17	52142.27	54749.34
Department Director I	1003	E04	Lower	Upper								
		Hourly	62.1611	105.6738								
		BIWEEKLY	4972.89	8453.90								
		ANNUAL	129295.09	219801.50								
Department Director II	1004	E05	Lower	Upper								
		Hourly	64.7650	110.5769								
		BIWEEKLY	5181.20	8846.15								
		ANNUAL	134711.20	229999.95								
Department Director III	1005	E07	Lower	Upper								
		Hourly	69.4952	117.7884								
		BIWEEKLY	5559.62	9423.07								
		ANNUAL	144550.02	244999.87								
Deputy Building Official	13213	M74	Lower	Upper								
		Hourly	45.0287	74.2983								
		BIWEEKLY	3602.30	5943.86								
		ANNUAL	93659.70	154540.46								
Deputy Chief Information Officer	3100	M93	Lower	Upper								
		Hourly	60.1846	86.3192								
		BIWEEKLY	4814.77	6905.54								
		ANNUAL	125183.97	179543.94								
Deputy City Attorney I	1306	M48	Lower	Upper								
		Hourly	37.9013	60.0243								
		BIWEEKLY	3032.10	4801.94								
		ANNUAL	78834.70	124850.54								
Deputy City Attorney II	1308	M62	Lower	Upper								
		Hourly	50.0203	66.6937								
		BIWEEKLY	4001.62	5335.50								
		ANNUAL	104042.22	138722.90								
Deputy City Attorney III	1307	M63	Lower	Upper								
		Hourly	55.5781	74.1041								
		BIWEEKLY	4446.25	5928.33								
		ANNUAL	115602.45	154136.53								
Deputy City Attorney IV, Senior	1316	M64	Lower	Upper								
		Hourly	61.7534	82.3379								
		BIWEEKLY	4940.27	6587.03								
		ANNUAL	128447.07	171262.83								

Deputy City Manager	7219	E08 Hourly BIWEEKLY ANNUAL	Lower 70.5239 5641.91 146689.71	Upper 96.9705 7757.64 201698.64								
Deputy Housing Director	9160	M66 Hourly BIWEEKLY ANNUAL	Lower 42.8461 3427.69 89119.89	Upper 70.8057 5664.46 147275.86								
Design & Construction Svcs Mngr	4542	M83 Hourly BIWEEKLY ANNUAL	Lower 48.6327 3890.62 101156.02	Upper 80.0676 6405.41 166540.61								
Development Services Director	4525	E09 Hourly BIWEEKLY ANNUAL	Lower 74.0128 5921.02 153946.62	Upper 101.7678 8141.42 211677.02								
Development Services Manager	4517	M87 Hourly BIWEEKLY ANNUAL	Lower 51.7833 4142.66 107709.26	Upper 85.1051 6808.41 177018.61								
Director of Housing & Redevelopment	9213	E82 Hourly BIWEEKLY ANNUAL	Lower 63.8399 5107.19 132786.99	Upper 110.4510 8836.08 229738.08								
Disaster Preparedness Coordinator	14315	M44 Hourly BIWEEKLY ANNUAL	Lower 36.9014 2952.11 76754.91	Upper 61.2949 4903.59 127493.39								
Downtown Revitalization Manager	7203	M67 Hourly BIWEEKLY ANNUAL	Lower 51.2210 4097.68 106539.68	Upper 77.6074 6208.59 161423.39								
Draft/Graph Technician II	5114	A57 Hourly BIWEEKLY ANNUAL	Step 1 24.4156 1953.25 50784.45	Step 2 25.6367 2050.94 53324.34	Step 3 26.9185 2153.48 55990.48	Step 4 28.2644 2261.15 58789.95	Step 5 29.6776 2374.21 61729.41	Step 6 31.1615 2492.92 64815.92	Step 7 32.7195 2617.56 68056.56	Step 8 34.3556 2748.45 71459.65	Step 9 36.0734 2885.87 75032.67	Step 10 37.877 3030.16 78784.16
Economic Development Manager	14316	M67 Hourly BIWEEKLY ANNUAL	Lower 51.2210 4097.68 106539.68	Upper 77.6074 6208.59 161423.39								
Electrical Inspector	13201	BIO 126.5 Hourly BIWEEKLY ANNUAL	Step 1 34.8343 2786.74 72455.34	Step 2 36.6117 2928.94 76152.34	Step 3 38.4792 3078.34 80036.74	Step 4 40.4416 3235.33 84118.53	Step 5 42.5046 3400.37 88409.57	Step 6 44.6722 3573.78 92918.18	Step 7 46.9507 3756.06 97657.46			
Electrician/Instrumentation Tech	19163	BHF 112.25 Hourly BIWEEKLY ANNUAL	Step 1 30.2292 2418.34 62876.74	Step 2 31.7716 2541.73 66084.93	Step 3 33.3918 2671.34 69454.94	Step 4 35.0952 2807.62 72998.02	Step 5 36.8849 2950.79 76720.59	Step 6 38.7667 3101.34 80634.74	Step 7 40.7447 3259.58 84748.98			
Emergency Med. Svcs. Coord	14312	M44 Hourly BIWEEKLY ANNUAL	Lower 36.9014 2952.11 76754.91	Upper 61.2949 4903.59 127493.39								
Emergency Services Manager	14316	M44 Hourly BIWEEKLY ANNUAL	Lower 36.9014 2952.11 76754.91	Upper 61.2949 4903.59 127493.39								
Engineer	5133	A97 Hourly BIWEEKLY ANNUAL	Step 1 37.7713 3021.70 78564.30	Step 2 39.66 3172.80 82492.80	Step 3 41.6429 3331.43 86617.23	Step 4 43.7251 3498.01 90948.21	Step 5 45.9115 3672.92 95495.92	Step 6 48.2068 3856.54 100270.14	Step 7 50.6172 4049.38 105283.78	Step 8 53.1481 4251.85 110548.05	Step 9 55.8056 4464.45 116075.65	Step 10 58.5958 4687.66 121879.26
Engineering Technician I	5115	A41 Hourly BIWEEKLY ANNUAL	Step 1 21.9742 1757.94 45706.34	Step 2 23.0729 1845.83 47991.63	Step 3 24.2265 1938.12 50391.12	Step 4 25.4378 2035.02 52910.62	Step 5 26.7097 2136.78 55556.18	Step 6 28.0452 2243.62 58334.02	Step 7 29.4474 2355.79 61250.59	Step 8 30.9196 2473.57 64312.77	Step 9 32.4657 2597.26 67528.66	Step 10 34.089 2727.12 70905.12
Engineering Technician II	5120	A57 Hourly BIWEEKLY ANNUAL	Step 1 24.4156 1953.25 50784.45	Step 2 25.6367 2050.94 53324.34	Step 3 26.9185 2153.48 55990.48	Step 4 28.2644 2261.15 58789.95	Step 5 29.6776 2374.21 61729.41	Step 6 31.1615 2492.92 64815.92	Step 7 32.7195 2617.56 68056.56	Step 8 34.3556 2748.45 71459.65	Step 9 36.0734 2885.87 75032.67	Step 10 37.8770 3030.16 78784.16
Engineering Technician I/Survey Crew	5516	A41 Hourly BIWEEKLY ANNUAL	Step 1 21.9742 1757.94 45706.34	Step 2 23.0729 1845.83 47991.63	Step 3 24.2265 1938.12 50391.12	Step 4 25.4378 2035.02 52910.62	Step 5 26.7097 2136.78 55556.18	Step 6 28.0452 2243.62 58334.02	Step 7 29.4474 2355.79 61250.59	Step 8 30.9196 2473.57 64312.77	Step 9 32.4657 2597.26 67528.66	Step 10 34.089 2727.12 70905.12
Engineering Technician II/Survey Crew	5519	A57 Hourly BIWEEKLY ANNUAL	Step 1 24.4156 1953.25 50784.45	Step 2 25.6367 2050.94 53324.34	Step 3 26.9185 2153.48 55990.48	Step 4 28.2644 2261.15 58789.95	Step 5 29.6776 2374.21 61729.41	Step 6 31.1615 2492.92 64815.92	Step 7 32.7195 2617.56 68056.56	Step 8 34.3556 2748.45 71459.65	Step 9 36.0734 2885.87 75032.67	Step 10 37.8770 3030.16 78784.16
Environmental Resources Division Mgr	16121	M87 Hourly BIWEEKLY ANNUAL	Lower 51.7833 4142.66 107709.26	Upper 85.1051 6808.41 177018.61								
Environmental Resources Supervisor	16122	M19 Hourly BIWEEKLY ANNUAL	Lower 28.7197 2297.58 59736.98	Upper 48.2037 3856.30 100263.70								
Equipment Operator	17202	BDU 79 Hourly BIWEEKLY ANNUAL	Step 1 21.7141 1737.13 45165.33	Step 2 22.8213 1825.70 47468.30	Step 3 23.9857 1918.86 49890.26	Step 4 25.2093 2016.74 52435.34	Step 5 26.4950 2119.60 55109.60	Step 6 27.8464 2227.71 57920.51	Step 7 29.2671 2341.37 60875.57			
Event Attendant I	6102	A24 Hourly BIWEEKLY ANNUAL	Step 1 17.7966 1423.73 37016.93	Step 2 18.6866 1494.93 38868.13	Step 3 19.6209 1569.67 40811.47	Step 4 20.602 1648.16 42852.16	Step 5 22.0905 1730.58 44994.98	Step 6 22.7138 1817.10 47244.70	Step 7 23.8494 1907.95 49606.75	Step 8 25.0419 2003.35 52087.15	Step 9 26.294 2103.52 54691.52	Step 10 27.6087 2208.70 57426.10
Event Attendant II	6104	A30 Hourly BIWEEKLY ANNUAL	Step 1 19.0826 1526.61 39691.81	Step 2 20.0367 1602.94 41676.34	Step 3 21.0386 1683.09 43760.29	Step 4 22.0905 1767.24 45948.24	Step 5 23.195 1855.60 48245.60	Step 6 24.3548 1948.38 50657.98	Step 7 25.5725 2045.80 53190.80	Step 8 26.8512 2148.10 55850.50	Step 9 28.1938 2255.50 58643.10	Step 10 29.6034 2368.27 61575.07

Event Attendant III	6108	A36	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	20.1540	21.1618	22.2199	23.3309	24.4975	25.7222	27.0083	28.3588	29.7768	31.2656		
		BIWEEKLY	1612.32	1692.94	1777.59	1866.47	1959.80	2057.78	2160.66	2268.70	2382.14	2501.25		
		ANNUAL	41920.32	44016.54	46217.39	48528.27	50954.80	53502.18	56177.26	58986.30	61935.74	65032.45		
Event Coordinator	6111	A46	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	22.6732	23.807	24.9971	26.2472	27.5595	28.9374	30.3842	31.9035	33.4988	35.1736		
		BIWEEKLY	1813.86	1904.56	1999.77	2099.78	2204.76	2314.99	2430.74	2552.28	2679.90	2813.89		
		ANNUAL	47160.26	49518.56	51993.97	54594.18	57323.76	60189.79	63199.14	66359.28	69677.50	73161.09		
Evidence Technician I	14161	A53	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	23.7328	24.9196	26.1655	27.4739	28.8474	30.2899	31.8044	33.3947	35.0644	36.8176		
		BIWEEKLY	1898.62	1993.57	2093.24	2197.91	2307.79	2423.19	2544.35	2671.58	2805.15	2945.41		
		ANNUAL	49364.22	51832.77	54424.24	57145.71	60002.59	63002.99	66153.15	69460.98	72933.95	76580.61		
Evidence Technician II	14163	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	26.2848	27.5991	28.9791	30.4280	31.9494	33.5469	35.2242	36.9854	38.8348	40.7765		
		BIWEEKLY	2102.78	2207.93	2318.33	2434.24	2555.95	2683.75	2817.94	2958.83	3106.78	3262.12		
		ANNUAL	54672.38	57406.13	60276.53	63290.24	66454.75	69777.55	73266.34	76929.63	80776.38	84815.12		
Executive Assistant I	11174	C80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	29.4121	30.8827	32.4270	34.0483	35.7506	37.5380	39.4150	41.3859	43.4551	45.6279	47.9093	50.3048
		BIWEEKLY	2352.97	2470.62	2594.16	2723.87	2860.05	3003.04	3153.20	3310.87	3476.41	3650.23	3832.75	4024.38
		ANNUAL	61177.09	64236.01	67448.24	70820.51	74361.30	78079.11	81983.27	86082.70	90386.55	94906.10	99651.37	104633.98
Executive Assistant II	11177	C85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	30.8827	32.4269	34.0482	35.7506	37.5380	39.4150	41.3858	43.4551	45.6278	47.9092	50.3046	52.8199
		BIWEEKLY	2470.62	2594.15	2723.86	2860.05	3003.04	3153.20	3310.86	3476.41	3650.23	3832.74	4024.37	4225.59
		ANNUAL	64236.01	67448.02	70820.29	74361.30	78079.11	81983.27	86082.49	90386.55	94905.88	99651.16	104633.67	109865.39
Facilities Maint Supervisor	6159	M19	Lower	Upper										
		Hourly	28.7197	48.2037										
		BIWEEKLY	2297.58	3856.30										
		ANNUAL	59736.98	100263.70										
Facilities Maint Worker I	6126	BCE 62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	18.6097	19.5587	20.5570	21.6053	22.7075	23.8657	25.0829					
		BIWEEKLY	1488.78	1564.70	1644.56	1728.42	1816.60	1909.26	2006.63					
		ANNUAL	38708.18	40682.10	42758.56	44939.02	47231.60	49640.66	52172.43					
Facilities Maint Worker II	6129	BDE 72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	20.2531	21.2858	22.3719	23.5131	24.7123	25.9730	27.2979					
		BIWEEKLY	1620.25	1702.86	1789.75	1881.05	1976.98	2077.84	2183.83					
		ANNUAL	42126.45	44274.46	46533.55	48907.25	51401.58	54023.84	56779.63					
Financial Analyst I	7126	M14	Lower	Upper										
		Hourly	27.1134	45.6337										
		BIWEEKLY	2169.07	3650.70										
		ANNUAL	56395.87	94918.10										
Financial Analyst II	7129	M22	Lower	Upper										
		Hourly	29.8068	49.9431										
		BIWEEKLY	2384.54	3995.45										
		ANNUAL	61998.14	103881.65										
Financial Analyst III	7132	M29	Lower	Upper										
		Hourly	32.4264	54.1342										
		BIWEEKLY	2594.11	4330.74										
		ANNUAL	67446.91	112599.14										
Financial Services Manager	7204	M62	Lower	Upper										
		Hourly	41.6902	72.1345										
		BIWEEKLY	3335.22	5770.76										
		ANNUAL	86715.62	150039.76										
Fire Captain	14311	FC1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	40.9783	43.0681	45.2643	47.5731	49.9992	52.5493						
		BIWEEKLY	3278.26	3445.45	3621.14	3805.85	3999.94	4203.94						
		ANNUAL	85234.86	89581.65	94149.74	98952.05	103998.34	109302.54						
Fire Captain (Shift)	14311	FF2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	29.2694	30.7621	32.3311	33.9799	35.7133	37.5347						
		BIWEEKLY	3278.17	3445.36	3621.08	3805.75	3999.89	4203.89						
		ANNUAL	85232.49	89579.24	94148.16	98949.47	103997.13	109301.05						
Fire Chief	14320	E10	Lower	Upper										
		Hourly	78.1864	107.5065										
		BIWEEKLY	6254.91	8600.52										
		ANNUAL	162627.71	223613.52										
Fire Engineer	14305	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352						
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82						
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22						
Fire Engineer (Shift)	14305	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	25.1399	26.4217	27.7694	29.186	30.6747	32.2395						
		BIWEEKLY	2815.67	2959.23	3110.17	3268.83	3435.57	3610.82						
		ANNUAL	73207.39	76939.99	80864.49	84989.63	89324.73	93881.42						
Fire Environmental Specialist I	14303	FA1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	30.8862	32.4613	34.1176	35.8577	37.6864	39.6083						
		BIWEEKLY	2470.90	2596.90	2729.41	2868.62	3014.91	3168.66						
		ANNUAL	64243.30	67519.50	70964.61	74584.02	78387.71	82385.26						
Fire Environmental Specialist II	14304	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352						
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82						
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22						
Fire Financial/Grants Manager	14319	M62	Lower	Upper										
		Hourly	41.6902	72.1345										
		BIWEEKLY	3335.22	5770.76										
		ANNUAL	86715.62	150039.76										
Fire Inspector/Investigator	14308	FB1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	35.1965	36.9916	38.8782	40.8606	42.9448	45.1352						
		BIWEEKLY	2815.72	2959.33	3110.26	3268.85	3435.58	3610.82						
		ANNUAL	73208.72	76942.53	80866.66	84990.05	89325.18	93881.22						
Fire Inspector/Investigator (Shift)	14308	FE2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6						
		Hourly	25.1399	26.4217	27.7694	29.186	30.6747	32.2395						
		BIWEEKLY	2815.67	2959.23	3110.17	3268.83	3435.57	3610.82						
		ANNUAL	73207.39	76939.99	80864.49	84989.63	89324.73	93881.42						

Fire Inspector I (non-sworn)	14306	BFO 96	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.7157	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612			
		BIWEEKLY	2057.26	2162.22	2272.49	2388.44	2510.26	2638.30	2772.90			
		ANNUAL	53488.66	56217.62	59084.69	62099.44	65266.86	68595.90	72095.30			
Fire Inspector II (non-sworn)	14307	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874			
		BIWEEKLY	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99			
		ANNUAL	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79			
Firefighter (Shift)	14302	FD2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	22.0617	23.1866	24.3694	25.613	26.9195	28.2918				
		BIWEEKLY	2470.91	2596.90	2729.37	2868.66	3014.98	3168.68				
		ANNUAL	64243.67	67519.38	70963.69	74585.06	78389.58	82385.72				
Firefighter Trainee & Firefighter Trainee Limited Term	14300 14301	X50	Step 1									
		Hourly	24.9865									
		BIWEEKLY	1998.92									
		ANNUAL	51971.92									
Fleet Services Maint Worker	17205	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.4254	19.3653	20.3534	21.3913	22.4827	23.6295	24.8348			
		BIWEEKLY	1474.03	1549.22	1628.27	1711.30	1798.62	1890.36	1986.78			
		ANNUAL	38324.83	40279.82	42335.07	44493.90	46764.02	49149.36	51656.38			
Fleet Services Manager	17219	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Fleet Service Mechanic I	17207	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Fleet Services Mechanic II	17209	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Fleet Services Mechanic Supervisor	17212	M16	Lower	Upper								
		Hourly	27.5444	47.5093								
		BIWEEKLY	2203.55	3800.74								
		ANNUAL	57292.35	98819.34								
Fleet Services Operations Manager	17215	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Geograph Info Systems Tech I	5117	A50	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	23.1952	24.3549	25.5727	26.8513	28.1939	29.6036	31.0838	32.6379	34.2699	35.9834
		BIWEEKLY	1855.61	1948.39	2045.82	2148.11	2255.51	2368.29	2486.70	2611.03	2741.59	2878.67
		ANNUAL	48245.99	50658.24	53191.26	55850.74	58643.22	61575.47	64654.23	67886.90	71281.29	74845.42
Geograph Info Systems Tech II	5118	A70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.4522	27.7747	29.1634	30.6215	32.1525	33.7602	35.4481	37.2207	39.0817	41.0358
		BIWEEKLY	2116.18	2221.98	2333.07	2449.72	2572.20	2700.82	2835.85	2977.66	3126.54	3282.86
		ANNUAL	55020.58	57771.38	60659.87	63692.72	66877.20	70221.22	73732.05	77419.06	81289.94	85354.46
Geograph Info Systems Tech III	1528	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7194	29.1055	30.5607	32.0887	33.6932	35.3779	37.1469	39.0041	40.9543	43.0020
		BIWEEKLY	2217.55	2328.44	2444.86	2567.10	2695.46	2830.23	2971.75	3120.33	3276.34	3440.16
		ANNUAL	57656.35	60539.44	63566.26	66744.50	70081.86	73586.03	77265.55	81128.53	85184.94	89444.16
GIS Analyst			Lower	Upper								
		Hourly	34.4366	45.6924								
		BIWEEKLY	2754.93	3655.39								
		ANNUAL	71628.13	95040.19								
GIS Analyst Trainee			Lower	Upper								
		Hourly	29.7462	32.7981								
		BIWEEKLY	2379.70	2623.85								
		ANNUAL	61872.10	68220.05								
Graffiti Action Coordinator	15201	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Grants Coordinator	7134	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
Grants Specialist I	7124	A63	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.2526	26.5155	27.8411	29.2332	30.6948	32.2297	33.8412	35.5332	37.3098	39.1752
		BIWEEKLY	2020.21	2121.24	2227.29	2338.66	2455.58	2578.38	2707.30	2842.66	2984.78	3134.02
		ANNUAL	52525.41	55152.24	57909.49	60805.06	63845.18	67037.78	70389.70	73909.06	77604.38	81484.42
Grants Specialist II	7125	A80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	28.0587	29.4615	30.9347	32.4814	34.1055	35.8108	37.6013	39.4815	41.4554	43.5283
		BIWEEKLY	2244.70	2356.92	2474.78	2598.51	2728.44	2864.86	3008.10	3158.52	3316.43	3482.26
		ANNUAL	58362.10	61279.92	64344.18	67561.31	70939.44	74486.46	78210.70	82121.52	86227.23	90538.86
Groundsworker I	15202	BCA 60	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.2433	19.1738	20.1520	21.1795	22.2601	23.3958	24.5888			
		BIWEEKLY	1459.46	1533.90	1612.16	1694.36	1780.81	1871.66	1967.10			
		ANNUAL	37946.06	39881.50	41916.16	44053.36	46301.01	48663.26	51144.70			
Groundsworker II	15205	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600			
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80			
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80			
Health, Safety & Training Officer	19177	M26	Lower	Upper								
		Hourly	31.4788	52.6187								
		BIWEEKLY	2518.30	4209.50								
		ANNUAL	65475.90	109446.90								
Homeless Assistance Prog Coord	9150	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								

Homeless Programs Assistant	9151	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	21.9559	23.0537	24.2064	25.4168	26.6875	28.0221	29.423	30.8942	32.439	34.0609		
		BIWEEKLY	1756.47	1844.30	1936.51	2033.34	2135.00	2241.77	2353.84	2471.54	2595.12	2724.87		
		ANNUAL	45668.27	47951.70	50349.31	52866.94	55510.00	58285.97	61199.84	64259.94	67473.12	70846.67		
Housing Contract Admin	9112	A61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	25.1926	26.4523	27.7748	29.1637	30.6217	32.1529	33.7606	35.4486	37.2211	39.0821		
		BIWEEKLY	2015.41	2116.18	2221.98	2333.10	2449.74	2572.23	2700.85	2835.89	2977.69	3126.57		
		ANNUAL	52400.61	55020.78	57771.58	60660.50	63693.14	66878.03	70222.05	73733.09	77419.89	81290.77		
Housing Engineer	5127	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	31.8681	33.4614	35.1344	36.891	38.7357	40.6724	42.7061	44.8414	47.0835	49.4374		
		BIWEEKLY	2549.45	2676.91	2810.75	2951.28	3098.86	3253.79	3416.49	3587.31	3766.68	3954.99		
		ANNUAL	66285.65	69599.71	73079.55	76733.28	80570.26	84598.59	88828.69	93270.11	97933.68	102829.79		
Housing Financial Officer	9159	M48	Lower	Upper										
		Hourly	37.9013	62.8938										
		BIWEEKLY	3032.10	5031.50										
		ANNUAL	78834.70	130819.10										
Housing Inspector	9114	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671					
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37					
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57					
Housing Maint. Superintendent	9123	M38	Lower	Upper										
		Hourly	35.1170	58.4394										
		BIWEEKLY	2809.36	4675.15										
		ANNUAL	73043.36	121553.95										
Housing Maintenance Supervisor	9121	M14	Lower	Upper										
		Hourly	27.1134	45.6337										
		BIWEEKLY	2169.07	3650.70										
		ANNUAL	56395.87	94918.10										
Housing Modernization Super.	9118	M38	Lower	Upper										
		Hourly	35.1170	58.4394										
		BIWEEKLY	2809.36	4675.15										
		ANNUAL	73043.36	121553.95										
Housing Program Supervisor	9132	M29	Lower	Upper										
		Hourly	32.4264	54.1342										
		BIWEEKLY	2594.11	4330.74										
		ANNUAL	67446.91	112599.14										
Housing Programs Manager	9208	M51	Lower	Upper										
		Hourly	38.7443	64.2471										
		BIWEEKLY	3099.54	5139.77										
		ANNUAL	80588.14	133633.97										
Housing Rehab. Prog Manager	9202	M38	Lower	Upper										
		Hourly	35.1170	58.4394										
		BIWEEKLY	2809.36	4471.90										
		ANNUAL	73043.36	116269.50										
Housing Specialist I	9105	A44	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	22.3796	23.4987	24.6736	25.9073	27.2027	28.5628	29.9911	31.4905	33.0651	34.7185		
		BIWEEKLY	1790.37	1879.90	1973.89	2072.58	2176.22	2285.02	2399.29	2519.24	2645.21	2777.48		
		ANNUAL	46549.57	48877.30	51321.09	53887.18	56581.62	59410.62	62381.49	65500.24	68775.41	72214.48		
Housing Specialist II	9108	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	24.8666	26.1099	27.4154	28.7861	30.2255	31.7367	33.3235	34.9898	36.7392	38.5762		
		BIWEEKLY	1989.33	2088.79	2193.23	2302.89	2418.04	2538.94	2665.88	2799.18	2939.14	3086.10		
		ANNUAL	51722.53	54308.59	57024.03	59875.09	62869.04	66012.34	69312.88	72778.78	76417.54	80238.50		
Housing Specialist Trainee	9102	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
		Hourly	19.8933	20.8879	21.9324	23.0287	24.1803	25.3895	26.6589	27.9918	29.3913	30.861		
		BIWEEKLY	1591.46	1671.03	1754.59	1842.30	1934.42	2031.16	2132.71	2239.34	2351.30	2468.88		
		ANNUAL	41378.06	43446.83	45619.39	47899.70	50295.02	52810.16	55450.51	58222.94	61133.90	64190.88		
Human Resources Analyst I	12105	M14	Lower	Upper										
		Hourly	27.1134	45.6337										
		BIWEEKLY	2169.07	3650.70										
		ANNUAL	56395.87	94918.10										
Human Resources Analyst II	12107	M22	Lower	Upper										
		Hourly	29.8068	49.9431										
		BIWEEKLY	2384.54	3995.45										
		ANNUAL	61998.14	103881.65										
Human Resources Director	12120	E08	Lower	Upper										
		Hourly	70.5239	96.9705										
		BIWEEKLY	5641.91	7757.64										
		ANNUAL	146689.71	201698.64										
Human Resources Manager	12118	M62	Lower	Upper										
		Hourly	41.6902	72.1345										
		BIWEEKLY	3335.22	5770.76										
		ANNUAL	86715.62	150039.76										
Human Resources Technician	12102	C70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
		Hourly	26.7384	28.0752	29.4791	30.9531	32.5007	34.1257	35.8320	37.6234	39.5048	41.4801	43.5542	45.7316
		BIWEEKLY	2139.07	2246.02	2358.33	2476.24	2600.06	2730.05	2866.56	3009.88	3160.39	3318.41	3484.33	3658.53
		ANNUAL	55615.93	58396.51	61316.48	64382.36	67601.54	70981.42	74530.48	78256.77	82170.06	86278.63	90592.69	95121.82
HVAC Technician	6150	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7					
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291					
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33					
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53					
Information Technology Director	3102	E08	Lower	Upper										
		Hourly	70.5239	96.9705										
		BIWEEKLY	5641.91	7757.64										
		ANNUAL	146689.71	201698.64										
Information Technology Manager	3101	M62	Lower	Upper										
		Hourly	41.6902	72.1345										
		BIWEEKLY	3335.22	5770.76										
		ANNUAL	86715.62	150039.76										
Information Technology Analyst I	3106	M30	Lower	Upper										
		Hourly	33.4135	44.0385										
		BIWEEKLY	2673.08	3523.08										
		ANNUAL	69500.08	91600.08										
Information Technology Analyst II	3108	M33	Lower	Upper										
		Hourly	36.2827	47.9020										
		BIWEEKLY	2902.62	3832.16										
		ANNUAL	75468.02	99636.16										

Information Technology Officer I	3128	M52	Lower	Upper								
		Hourly	51.4424	72.6750								
		BIWEEKLY	4115.39	5814.00								
		ANNUAL	107000.19	151164.00								
Information Technology Officer II	3129	M53	Lower	Upper								
		Hourly	54.1662	83.1865								
		BIWEEKLY	4333.30	6654.92								
		ANNUAL	112665.70	173027.92								
Information Technology Technician I			Lower	Upper								
		Hourly	24.1731	32.5500								
		BIWEEKLY	1933.85	2604.00								
		ANNUAL	50280.05	67704.00								
Information Technology Technician II			Lower	Upper								
		Hourly	26.4693	35.2327								
		BIWEEKLY	2117.54	2818.62								
		ANNUAL	55056.14	73284.02								
Instrumentation Technician	19162	BHF 112.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	30.2292	31.7716	33.3918	35.0952	36.8849	38.7667	40.7447			
		BIWEEKLY	2418.34	2541.73	2671.34	2807.62	2950.79	3101.34	3259.58			
		ANNUAL	62876.74	66084.93	69454.94	72998.02	76720.59	80634.74	84748.98			
Intern - Extra Help	31516		Lower	Upper								
		Hourly	15	30								
		BIWEEKLY	1200.00	2400.00								
		ANNUAL	31200.00	62400.00								
Junior Civil Engineer	5126	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	31.8681	33.4614	35.1344	36.891	38.7357	40.6724	42.7061	44.8414	47.0835	49.4374
		BIWEEKLY	2549.45	2676.91	2810.75	2951.28	3098.86	3253.79	3416.49	3587.31	3766.68	3954.99
		ANNUAL	66285.65	69599.71	73079.55	76733.28	80570.26	84598.59	88828.69	93270.11	97933.68	102829.79
Junior Plan Check Engineer	13245	A89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	31.8681	33.4614	35.1344	36.891	38.7357	40.6724	42.7061	44.8414	47.0835	49.4374
		BIWEEKLY	2549.45	2676.91	2810.75	2951.28	3098.86	3253.79	3416.49	3587.31	3766.68	3954.99
		ANNUAL	66285.65	69599.71	73079.55	76733.28	80570.26	84598.59	88828.69	93270.11	97933.68	102829.79
Laboratory Assistant	20128	A40	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	21.9559	23.0537	24.2064	25.4168	26.6875	28.0221	29.423	30.8942	32.439	34.0609
		BIWEEKLY	1756.47	1844.30	1936.51	2033.34	2135.00	2241.77	2353.84	2471.54	2595.12	2724.87
		ANNUAL	45668.27	47951.70	50349.31	52866.94	55510.00	58285.97	61199.84	64259.94	67473.12	70846.67
Laboratory Supervisor	20127	M26	Lower	Upper								
		Hourly	31.4788	52.6187								
		BIWEEKLY	2518.30	4209.50								
		ANNUAL	65475.90	109446.90								
Laboratory Technician	20129	A56	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.3800	25.5990	26.8789	28.2230	29.6340	31.1156	32.6715	34.3050	36.0202	37.8213
		BIWEEKLY	1950.40	2047.92	2150.31	2257.84	2370.72	2489.25	2613.72	2744.40	2881.62	3025.70
		ANNUAL	50710.40	53245.92	55908.11	58703.84	61638.72	64720.45	67956.72	71354.40	74922.02	78668.30
Landscape Inspector I	15221	BDA 70	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.8542	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600			
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80			
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80			
Landscape Inspector II	15522	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595			
		BIWEEKLY	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76			
		ANNUAL	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76			
Law Office Manager	1310	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Librarian I	10120	A47	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.6946	23.8295	25.021	26.2719	27.5855	28.9648	30.413	31.9336	33.5303	35.2068
		BIWEEKLY	1815.57	1906.36	2001.68	2101.75	2206.84	2317.18	2433.04	2554.69	2682.42	2816.54
		ANNUAL	47204.77	49565.36	52043.68	54645.55	57377.84	60246.78	63259.04	66421.89	69743.02	73230.14
Librarian II	10123	A62	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	25.2163	26.4771	27.801	29.191	30.6505	32.1831	33.7923	35.4818	37.2558	39.1186
		BIWEEKLY	2017.30	2118.17	2224.08	2335.28	2452.04	2574.65	2703.38	2838.54	2980.46	3129.49
		ANNUAL	52449.90	55072.37	57826.08	60717.28	63753.04	66940.85	70287.98	73802.14	77492.06	81366.69
Librarian III	10125	A79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7377	29.1246	30.5809	32.1099	33.7154	35.4013	37.1714	39.0299	40.9814	43.0304
		BIWEEKLY	2219.02	2329.97	2446.47	2568.79	2697.23	2832.10	2973.71	3122.39	3278.51	3442.43
		ANNUAL	57694.42	60579.17	63608.27	66788.59	70128.03	73634.70	77316.51	81182.19	85241.31	89503.23
Library Aide I	10128	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.4321	16.2037	17.0138	17.8646	18.7579	19.6959	20.6805	21.7146	22.8001	23.9403
		BIWEEKLY	1234.57	1296.30	1361.10	1429.17	1500.63	1575.67	1654.44	1737.17	1824.01	1915.22
		ANNUAL	32098.77	33703.70	35388.70	37158.37	39016.43	40967.47	43015.44	45166.37	47424.21	49795.82
Library Aide II	10111	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.0917	17.9462	18.8435	19.7857	20.7749	21.8137	22.9045	24.0496	25.2521	26.5148
		BIWEEKLY	1367.34	1435.70	1507.48	1582.86	1661.99	1745.10	1832.36	1923.97	2020.17	2121.18
		ANNUAL	35550.74	37328.10	39194.48	41154.26	43211.79	45372.50	47641.36	50023.17	52524.37	55150.78
Library Aide III	10114	A28	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.7509	19.6885	20.6728	21.7065	22.8159	23.9314	25.1281	26.3844	27.7037	29.0889
		BIWEEKLY	1500.07	1575.08	1653.82	1736.52	1825.27	1914.51	2010.25	2110.75	2216.30	2327.11
		ANNUAL	39001.87	40952.08	42999.42	45149.52	47457.07	49777.31	52266.45	54879.55	57623.70	60504.91
Library Circulation Supervisor	10116	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Library Monitor	10107	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.4782	15.2021	15.9622	16.7602	17.5984	18.4784	19.4023	20.3724	21.3908	22.4604
		BIWEEKLY	1158.26	1216.17	1276.98	1340.82	1407.87	1478.27	1552.18	1629.79	1711.26	1796.83
		ANNUAL	30114.66	31620.37	33201.38	34861.22	36604.67	38435.07	40356.78	42374.59	44492.86	46717.63
Library Page - Extra Help	31516		Lower	Upper								
		Hourly	15.0000	16.1534								
Library Services Supervisor	10127	M26	Lower	Upper								
		Hourly	31.4788	52.6187								
		BIWEEKLY	2518.30	4209.50								
		ANNUAL	65475.90	109446.90								

Lifeguard I (EH)	31522	Hourly	Lower 16.0000	Upper 17.2303								
Lifeguard II (EH)	31523	Hourly	Lower 18.0000	Upper 19.3840								
Lifeguard, Senior (EH)	31524	Hourly	Lower 20.0000	Upper 21.5378								
Literacy Coordinator	10118	A47	Step 1 22.6946	Step 2 23.8295	Step 3 25.021	Step 4 26.2719	Step 5 27.5855	Step 6 28.9648	Step 7 30.413	Step 8 31.9336	Step 9 33.5303	Step 10 35.2068
		BIWEEKLY	1815.57	1906.36	2001.68	2101.75	2206.84	2317.18	2433.04	2554.69	2682.42	2816.54
		ANNUAL	47204.77	49565.36	52043.68	54645.55	57377.84	60246.78	63259.04	66421.89	69743.02	73230.14
Mail Clerk	11105	A15	Step 1 15.4321	Step 2 16.2037	Step 3 17.0138	Step 4 17.8646	Step 5 18.7579	Step 6 19.6959	Step 7 20.6805	Step 8 21.7146	Step 9 22.8001	Step 10 23.9403
		BIWEEKLY	1234.57	1296.30	1361.10	1429.17	1500.63	1575.67	1654.44	1737.17	1824.01	1915.22
		ANNUAL	32098.77	33703.70	35388.70	37158.37	39016.43	40967.47	43015.44	45166.37	47424.21	49795.82
Maintenance Carpenter	6141	BEQ 88	Step 1 23.7483	Step 2 24.9600	Step 3 26.2327	Step 4 27.5709	Step 5 28.9772	Step 6 30.4553	Step 7 32.0088			
		BIWEEKLY	1899.86	1996.80	2098.62	2205.67	2318.18	2436.42	2560.70			
		ANNUAL	49396.46	51916.80	54564.02	57347.47	60272.58	63347.02	66578.30			
Maintenance District Admin.	7130	M29	Lower 32.4264	Upper 54.1342								
		Hourly										
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Maintenance Electrician	6147	BES 89	Step 1 23.9857	Step 2 25.2093	Step 3 26.4950	Step 4 27.8464	Step 5 29.2671	Step 6 30.7597	Step 7 32.3291			
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33			
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53			
Maintenance Plumber	6144	BEQ 88	Step 1 23.7483	Step 2 24.9600	Step 3 26.2327	Step 4 27.5709	Step 5 28.9772	Step 6 30.4553	Step 7 32.0088			
		BIWEEKLY	1899.86	1996.80	2098.62	2205.67	2318.18	2436.42	2560.70			
		ANNUAL	49396.46	51916.80	54564.02	57347.47	60272.58	63347.02	66578.30			
Maintenance Services Manager	4543	M44	Lower 36.9014	Upper 61.2949								
		Hourly										
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Maintenance Worker Housing Authority	6119	BDA 70	Step 1 19.8542	Step 2 20.8668	Step 3 21.9311	Step 4 23.0497	Step 5 24.2256	Step 6 25.4615	Step 7 26.7600			
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80			
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80			
Maintenance Worker Trainee	6123	BAK 45	Step 1 15.4816	Step 2 16.2711	Step 3 17.1012	Step 4 17.9736	Step 5 18.8905	Step 6 19.8542	Step 7 20.8668			
		BIWEEKLY	1238.53	1301.69	1368.10	1437.89	1511.24	1588.34	1669.34			
		ANNUAL	32201.73	33843.89	35570.50	37385.09	39292.24	41296.74	43402.94			
Management Accountant/Auditor	7136	M29	Lower 32.4264	Upper 54.1342								
		Hourly										
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Management Analyst I	1544	M14	Lower 27.1134	Upper 45.6337								
		Hourly										
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Management Analyst II & Management Alanlyst II Limited Term	1547 1551	M22	Lower 29.8068	Upper 49.9431								
		Hourly										
		BIWEEKLY	2384.54	3995.45								
		ANNUAL	61998.14	103881.65								
Management Analyst III	1550	M29	Lower 32.4264	Upper 54.1342								
		Hourly										
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Mayor												
		BIWEEKLY	785.08									
		ANNUAL	20412.08									
Media & Community Rel Manager	2126	M67	Lower 51.2210	Upper 77.6074								
		Hourly										
		BIWEEKLY	4097.68	6208.59								
		ANNUAL	106539.68	161423.39								
Meter Reader	20117	BDA 70	Step 1 19.8542	Step 2 20.8668	Step 3 21.9311	Step 4 23.0497	Step 5 24.2256	Step 6 25.4615	Step 7 26.7600			
		BIWEEKLY	1588.34	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80			
		ANNUAL	41296.74	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80			
Meter Repair Worker	20120	BDK 75	Step 1 20.8668	Step 2 21.9311	Step 3 23.0497	Step 4 24.2256	Step 5 25.4615	Step 6 26.7600	Step 7 28.1249			
		BIWEEKLY	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99			
		ANNUAL	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79			
Missing Persons Specialist	14122	A34	Step 1 19.9049	Step 2 20.9002	Step 3 21.9451	Step 4 23.0424	Step 5 24.1947	Step 6 25.4043	Step 7 26.6745	Step 8 28.0082	Step 9 29.4088	Step 10 30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
MRF Dispatcher	20152	BDI 74	Step 1 20.6599	Step 2 21.7141	Step 3 22.8213	Step 4 23.9857	Step 5 25.2093	Step 6 26.4950	Step 7 27.8464			
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71			
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51			
MRF Machinery Operator	20150	BDU 79	Step 1 21.7141	Step 2 22.8213	Step 3 23.9857	Step 4 25.2093	Step 5 26.4950	Step 6 27.8464	Step 7 29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			
MRF Manager	16126	M44	Lower 36.9014	Upper 61.2949								
		Hourly										
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
MRF Mechanic	20149	BES 89	Step 1 23.9857	Step 2 25.2093	Step 3 26.4950	Step 4 27.8464	Step 5 29.2671	Step 6 30.7597	Step 7 32.3291			
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33			
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53			

Network Services Coordinator	2110	M14 Hourly BIWEEKLY ANNUAL	Lower 27.1134 2169.07 56395.87	Upper 45.6337 3650.70 94918.10										
Office Assistant I	11117	A10 Hourly BIWEEKLY ANNUAL	Step 1 13.7726 1101.81 28647.01	Step 2 14.4613 1156.90 30079.50	Step 3 15.1843 1214.74 31583.34	Step 4 15.9435 1275.48 33162.48	Step 5 16.7407 1339.26 34820.66	Step 6 17.5778 1406.22 36561.82	Step 7 18.4567 1476.54 38389.94	Step 8 19.3795 1550.36 40309.36	Step 9 20.3484 1627.87 42324.67	Step 10 21.366 1709.28 44441.28		
Office Assistant II	11120	A15 Hourly BIWEEKLY ANNUAL	Step 1 15.4321 1234.57 32098.77	Step 2 16.2037 1296.30 33703.70	Step 3 17.0138 1361.10 35388.70	Step 4 17.8646 1429.17 37158.37	Step 5 18.7579 1500.63 39016.43	Step 6 19.6959 1575.67 40967.47	Step 7 20.6805 1654.44 43015.44	Step 8 21.7146 1737.17 45166.37	Step 9 22.8001 1824.01 47424.21	Step 10 23.9403 1915.22 49795.82		
Operations Manager	20141	M32 Hourly BIWEEKLY ANNUAL	Lower 33.0358 2642.86 68714.46	Upper 55.1096 4408.77 114627.97										
Outreach/Education Specialist	16124	A61 Hourly BIWEEKLY ANNUAL	Step 1 25.1926 2015.41 52400.61	Step 2 26.4523 2116.18 55020.78	Step 3 27.7748 2221.98 57771.58	Step 4 29.1637 2333.10 60660.50	Step 5 30.6217 2449.74 63693.14	Step 6 32.1529 2572.23 66878.03	Step 7 33.7606 2700.85 70222.05	Step 8 35.4486 2835.89 73733.09	Step 9 37.2211 2977.69 77419.89	Step 10 39.0821 3126.57 81290.77		
Paralegal	1304	C75 Hourly BIWEEKLY ANNUAL	Step 1 27.3358 2186.86 56858.46	Step 2 28.7026 2296.21 59701.45	Step 3 30.1377 2411.02 62686.42	Step 4 31.6448 2531.58 65821.18	Step 5 33.2269 2658.15 69111.97	Step 6 34.8881 2791.05 72567.31	Step 7 36.6327 2930.61 76195.96	Step 8 38.4643 3077.14 80005.75	Step 9 40.3876 3231.01 84006.21	Step 10 42.4069 3392.55 88206.36	Step 11 44.5271 3562.17 92616.37	Step 12 46.7535 3740.28 97247.28
Paramedic Limited Term	14309	BCE 62 Hourly BIWEEKLY ANNUAL	Step 1 18.6097 1488.78 38708.18	Step 2 19.5587 1564.70 40682.10	Step 3 20.5570 1644.56 42758.56	Step 4 21.6053 1728.42 44939.02	Step 5 22.7075 1816.60 47231.60	Step 6 23.8657 1909.26 49640.66	Step 7 25.0829 2006.63 52172.43					
Parks Maintenance Supervisor	15223	M14 Hourly BIWEEKLY ANNUAL	Lower 27.1134 2169.07 56395.87	Upper 45.6337 3650.70 94918.10										
Parks Manager	15230	M44 Hourly BIWEEKLY ANNUAL	Lower 36.9014 2952.11 76754.91	Upper 61.2949 4903.59 127493.39										
Payroll Technician	12100	C67 Hourly BIWEEKLY ANNUAL	Step 1 23.3799 1870.39 48630.24	Step 2 24.5488 1963.91 51061.58	Step 3 25.7763 2062.10 53614.71	Step 4 27.0652 2165.22 56295.62	Step 5 28.4184 2273.47 59110.19	Step 6 29.8393 2387.14 62065.74	Step 7 31.3312 2506.50 65168.89	Step 8 32.8979 2631.83 68427.65	Step 9 34.5428 2763.43 71849.06	Step 10 36.2699 2901.59 75441.39	Step 11 38.0834 3046.68 79213.56	Step 12 39.9877 3199.02 83174.42
Permit Coordinator	5108	M29 Hourly BIWEEKLY ANNUAL	Lower 32.4264 2594.11 67446.91	Upper 54.1342 4330.74 112599.14										
Permit Technician	5107	A55 Hourly BIWEEKLY ANNUAL	Step 1 24.3108 1944.86 50566.46	Step 2 25.5263 2042.10 53094.70	Step 3 26.8025 2144.20 55749.20	Step 4 28.1426 2251.41 58536.61	Step 5 29.5498 2363.98 61463.58	Step 6 31.027 2482.16 64536.16	Step 7 32.5785 2606.28 67763.28	Step 8 34.2074 2736.59 71151.39	Step 9 35.9178 2873.42 74709.02	Step 10 37.7136 3017.09 78444.29		
Plan Check Engineer	13246	A97 Hourly BIWEEKLY ANNUAL	Step 1 37.7713 3021.70 78564.30	Step 2 39.66 3172.80 82492.80	Step 3 41.6429 3331.43 86617.23	Step 4 43.7251 3498.01 90948.21	Step 5 45.9115 3672.92 95495.92	Step 6 48.2068 3856.54 100270.14	Step 7 50.6172 4049.38 105283.78	Step 8 53.1481 4251.85 110548.05	Step 9 55.8056 4464.45 116075.65	Step 10 58.5958 4687.66 121879.26		
Planning & Envirnr Srvc's Mngr	13119	M81 Hourly BIWEEKLY ANNUAL	Lower 47.0606 3764.85 97886.05	Upper 77.5490 6203.92 161301.92										
Planning & Sustainability Manager	11318	M81 Hourly BIWEEKLY ANNUAL	Lower 47.0606 3764.85 97886.05	Upper 77.5490 6203.92 161301.92										
Planning Technician	13103	A52 Hourly BIWEEKLY ANNUAL	Step 1 23.3893 1871.14 48649.74	Step 2 24.5586 1964.69 51081.89	Step 3 25.7867 2062.94 53636.34	Step 4 27.0759 2166.07 56317.87	Step 5 28.4297 2274.38 59133.78	Step 6 29.8513 2388.10 62090.70	Step 7 31.3437 2507.50 65194.90	Step 8 32.9111 2632.89 68455.09	Step 9 34.5565 2764.52 71877.52	Step 10 36.2843 2902.74 75471.34		
Plans Examiner I	5124	A66 Hourly BIWEEKLY ANNUAL	Step 1 25.7409 2059.27 53541.07	Step 2 27.0279 2162.23 56218.03	Step 3 28.3794 2270.35 59029.15	Step 4 29.7984 2383.87 61980.67	Step 5 31.2881 2503.05 65079.25	Step 6 32.8526 2628.21 68333.41	Step 7 34.4954 2759.63 71750.43	Step 8 36.2200 2897.60 75337.60	Step 9 38.0310 3042.48 79104.48	Step 10 39.9327 3194.62 83060.02		
Plans Examiner II	5121	A81 Hourly BIWEEKLY ANNUAL	Step 1 28.6010 2288.08 59490.08	Step 2 30.0311 2402.49 62464.69	Step 3 31.5326 2522.61 65587.81	Step 4 33.1093 2648.74 68867.34	Step 5 34.7647 2781.18 72310.58	Step 6 36.5030 2920.24 75926.24	Step 7 38.3282 3066.26 79722.66	Step 8 40.2446 3219.57 83708.77	Step 9 42.2568 3380.54 87894.14	Step 10 44.3697 3549.58 92288.98		
Police Call Taker	14109	A19 Hourly BIWEEKLY ANNUAL	Step 1 16.5936 1327.49 34514.69	Step 2 17.4234 1393.87 36240.67	Step 3 18.2945 1463.56 38052.56	Step 4 19.2092 1536.74 39955.14	Step 5 20.1697 1613.58 41952.98	Step 6 21.1781 1694.25 44050.45	Step 7 22.2371 1778.97 46253.17	Step 8 23.3489 1867.91 48565.71	Step 9 24.5164 1961.31 50994.11	Step 10 25.7422 2059.38 53543.78		
Police Chief	14230	E11 Hourly BIWEEKLY ANNUAL	Lower 91.0545 7284.36 189393.36	Upper 125.2001 10016.01 260416.21										
Police Commander	14227	P55 Hourly BIWEEKLY ANNUAL	Step 1 60.5273 4842.18 125896.78	Step 2 63.615 5089.20 132319.20	Step 3 66.8597 5348.78 139068.18	Step 4 70.2703 5621.62 146162.22	Step 5 73.8549 5908.39 153618.19	Step 6 77.6215 6209.72 161452.72	Step 7 81.5027 6520.22 169525.62	Step 8 85.5782 6846.26 178002.66				
Police Financial/Grants Mngr	14110	M62 Hourly BIWEEKLY ANNUAL	Lower 41.6902 3335.22 86715.62	Upper 72.1345 5770.76 150039.76										
Police Officer I	14214	P91 Hourly BIWEEKLY ANNUAL	Step 1 34.9343 2794.74 72663.34	Step 2 36.7162 2937.30 76369.70	Step 3 38.5891 3087.13 80265.33	Step 4 40.5577 3244.62 84360.02	Step 5 42.6264 3410.11 88662.91	Step 6 44.8011 3584.09 93186.29						
Police Officer II	14217	P91 Hourly BIWEEKLY ANNUAL	Step 1 34.9343 2794.74 72663.34	Step 2 36.7162 2937.30 76369.70	Step 3 38.5891 3087.13 80265.33	Step 4 40.5577 3244.62 84360.02	Step 5 42.6264 3410.11 88662.91	Step 6 44.8011 3584.09 93186.29						

Police Corporal	14220	P99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	38.5906	40.5577	42.6264	44.8011	47.0861	49.4878				
		BIWEEKLY	3087.25	3244.62	3410.11	3584.09	3766.89	3959.02				
		ANNUAL	80268.45	84360.02	88662.91	93186.29	97939.09	102934.62				
Police Records Manager	14115	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Police Records Supervisor	14117	M11	Lower	Upper								
		Hourly	26.3586	44.4254								
		BIWEEKLY	2108.69	3554.03								
		ANNUAL	54825.89	92404.83								
Police Records Technician I	14108	A11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.4782	15.2021	15.9622	16.7602	17.5984	18.4784	19.4023	20.3724	21.3908	22.4604
		BIWEEKLY	1158.26	1216.17	1276.98	1340.82	1407.87	1478.27	1552.18	1629.79	1711.26	1796.83
		ANNUAL	30114.66	31620.37	33201.38	34861.22	36604.67	38435.07	40356.78	42374.59	44492.86	46717.63
Police Records Technician II	14111	A17	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.1375	16.9444	17.7914	18.6812	19.6152	20.5959	21.6256	22.7069	23.8424	25.0344
		BIWEEKLY	1291.00	1355.55	1423.31	1494.50	1569.22	1647.67	1730.05	1816.55	1907.39	2002.75
		ANNUAL	33566.00	35244.35	37006.11	38856.90	40799.62	42839.47	44981.25	47230.35	49592.19	52071.55
Police Records Technician III	14114	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Police Sergeant	14223	P06	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
		Hourly	40.5577	42.6264	44.8011	47.0861	49.4882	52.0127	54.6654	57.4544		
		BIWEEKLY	3244.62	3410.11	3584.09	3766.89	3959.06	4161.02	4373.23	4596.35		
		ANNUAL	84360.02	88662.91	93186.29	97939.09	102935.46	108186.42	113704.03	119505.15		
Police Service Officer	14202	P72	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	30.3134	31.8594	33.4845	35.1926	36.9877	38.8746				
		BIWEEKLY	2425.07	2548.75	2678.76	2815.41	2959.02	3109.97				
		ANNUAL	63051.87	66267.55	69647.76	73200.61	76934.42	80859.17				
Police Word Processor I	14170	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422	27.0292
		BIWEEKLY	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38	2162.34
		ANNUAL	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78	56220.74
Police Word Processor II	14171	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.0826	20.0367	21.0386	22.0905	23.195	24.3548	25.5725	26.8512	28.1938	29.6034
		BIWEEKLY	1526.61	1602.94	1683.09	1767.24	1855.60	1948.38	2045.80	2148.10	2255.50	2368.27
		ANNUAL	39691.81	41676.34	43760.29	45948.24	48245.60	50657.98	53190.80	55850.50	58643.10	61575.07
Police Word Processor III	14172	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	20.7420	21.7793	22.8681	24.0114	25.2121	26.4727	27.7963	29.1861	30.6456	32.1778
		BIWEEKLY	1659.36	1742.34	1829.45	1920.91	2016.97	2117.82	2223.70	2334.89	2451.65	2574.22
		ANNUAL	43143.36	45300.94	47565.65	49943.71	52441.17	55063.22	57816.30	60707.09	63742.85	66929.82
Power Production Operator II	19138	BFM 95.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.5248	26.8270	28.1956	29.6334	31.1452	32.7336	34.4036			
		BIWEEKLY	2041.98	2146.16	2255.65	2370.67	2491.62	2618.69	2752.29			
		ANNUAL	53091.58	55800.16	58646.85	61637.47	64782.02	68085.89	71559.49			
Principal HR Analyst	12114	M48	Lower	Upper								
		Hourly	37.9013	62.8938								
		BIWEEKLY	3032.10	5031.50								
		ANNUAL	78834.70	130819.10								
Principal Info. Technology Analyst	3130	M84	Lower	Upper								
		Hourly	49.0443	65.7635								
		BIWEEKLY	3923.54	5261.08								
		ANNUAL	102012.14	136788.08								
Principal Planner	13114	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Programmer Analyst	3115	A86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	30.9383	32.4852	34.1094	35.8148	37.6055	39.4859	41.4601	43.5331	45.7097	47.9952
		BIWEEKLY	2475.06	2598.82	2728.75	2865.18	3008.44	3158.87	3316.81	3482.65	3656.78	3839.62
		ANNUAL	64351.66	67569.22	70947.55	74494.78	78219.44	82130.67	86237.01	90548.85	95076.18	99830.02
Production Supervisor	3116	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Production Technician	3114	A78	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7194	29.1055	30.5607	32.0887	33.6932	35.3779	37.1469	39.0041	40.9543	43.0020
		BIWEEKLY	2217.55	2328.44	2444.86	2567.10	2695.46	2830.23	2971.75	3120.33	3276.34	3440.16
		ANNUAL	57656.35	60539.44	63566.26	66744.50	70081.86	73586.03	77265.55	81128.53	85184.94	89444.16
Project Manager	13230	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Property & Evidence Custodian	14201	A68	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	26.2848	27.5991	28.9791	30.4280	31.9494	33.5469	35.2242	36.9854	38.8348	40.7765
		BIWEEKLY	2102.78	2207.93	2318.33	2434.24	2555.95	2683.75	2817.94	2958.83	3106.78	3262.12
		ANNUAL	54672.38	57406.13	60276.53	63290.24	66454.75	69777.55	73266.34	76929.63	80776.38	84815.12
Property & Evidence Technician I	14203	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18
Property & Evidence Technician II	14204	A20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	16.9672	17.8156	18.7063	19.6418	20.6238	21.6551	22.7378	23.8746	25.0684	26.3218
		BIWEEKLY	1357.38	1425.25	1496.50	1571.34	1649.90	1732.41	1819.02	1909.97	2005.47	2105.74
		ANNUAL	35291.78	37056.45	38909.10	40854.94	42897.50	45042.61	47294.62	49659.17	52142.27	54749.34
Public Information Assistant	2120	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Public Safety Comm Manager	14748	M66	Lower	Upper								
		Hourly	42.8461	70.8057								
		BIWEEKLY	3427.69	5664.46								
		ANNUAL	89119.89	147275.86								

Public Safety Dispatcher I	14138	P49	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	24.6407	25.8976	27.2188	28.6069	30.0664	31.6004				
		BIWEEKLY	1971.26	2071.81	2177.50	2288.55	2405.31	2528.03				
		ANNUAL	51252.66	53867.01	56615.10	59502.35	62538.11	65728.83				
Public Safety Dispatcher II	14141	P59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	27.2188	28.6069	30.0664	31.6004	33.2124	34.906				
		BIWEEKLY	2177.50	2288.55	2405.31	2528.03	2656.99	2792.48				
		ANNUAL	56615.10	59502.35	62538.11	65728.83	69081.79	72604.48				
Public Safety Dispatcher III	14144	P76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	31.7701	33.3909	35.0944	36.8844	38.7657	40.7431				
		BIWEEKLY	2541.61	2671.27	2807.55	2950.75	3101.26	3259.45				
		ANNUAL	66081.81	69453.07	72996.35	76719.55	80632.66	84745.65				
Public Safety Info Tech Manager	3111	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Public Safety Trainee	14211	X51										
		Hourly	34.9343									
		BIWEEKLY	2794.74									
		ANNUAL	72663.34									
Public Works Director	4539	E14	Lower	Upper								
		Hourly	87.2811	120.0116								
		BIWEEKLY	6982.49	9600.93								
		ANNUAL	181544.69	249624.13								
Purchasing Manager	8312	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
PW Construction Proj. Mngr	13221	M38	Lower	Upper								
		Hourly	35.1170	58.4394								
		BIWEEKLY	2809.36	4675.15								
		ANNUAL	73043.36	121553.95								
Recreation Aide I (EH)	31519		Lower	Upper								
		Hourly	15.0000	16.1534								
Recreation Aide II (EH)	31521		Lower	Upper								
		Hourly	17.3800	18.7163								
Recreation Supervisor	15123	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Rec/Human Svcs Coordinator	15120	A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.1346	23.2415	24.4034	25.6237	26.9048	28.2501	29.6625	31.1458	32.7029	34.3382
		BIWEEKLY	1770.77	1859.32	1952.27	2049.90	2152.38	2260.01	2373.00	2491.66	2616.23	2747.06
		ANNUAL	46039.97	48342.32	50759.07	53297.30	55961.98	58760.21	61698.00	64783.26	68022.03	71423.46
Recreation Leader I	15111	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
Recreation Leader II	15113	A14	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.3077	16.073	16.8766	17.7206	18.6065	19.5368	20.5138	21.5395	22.6164	23.7472
		BIWEEKLY	1224.62	1285.84	1350.13	1417.65	1488.52	1562.94	1641.10	1723.16	1809.31	1899.78
		ANNUAL	31840.02	33431.84	35103.33	36858.85	38701.52	40636.54	42668.70	44802.16	47042.11	49394.18
Recreation Leader III	15114	A21	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.0917	17.9462	18.8435	19.7857	20.7749	21.8137	22.9045	24.0496	25.2521	26.5148
		BIWEEKLY	1367.34	1435.70	1507.48	1582.86	1661.99	1745.10	1832.36	1923.97	2020.17	2121.18
		ANNUAL	35550.74	37328.10	39194.48	41154.26	43211.79	45372.50	47641.36	50023.17	52524.37	55150.78
Recycling Manager	16128	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
Recycling Marketing Manager	16127	M36	Lower	Upper								
		Hourly	34.3867	57.2708								
		BIWEEKLY	2750.94	4581.66								
		ANNUAL	71524.34	119123.26								
Rehab Construct Specialist I	13217	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291			
		BIWEEKLY	2162.22	2272.49	2284.61	2401.14	2523.60	2652.35	2787.62			
		ANNUAL	56217.62	59084.69	59399.81	62429.54	65613.60	68961.15	72478.22			
Rehab Construction Spec II	13219	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404			
		BIWEEKLY	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23			
		ANNUAL	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03			
Rehab Loan Assistant	9116	A33	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.8933	20.8879	21.9324	23.0287	24.1803	25.3895	26.6589	27.9918	29.3913	30.861
		BIWEEKLY	1591.46	1671.03	1754.59	1842.30	1934.42	2031.16	2132.71	2239.34	2351.30	2468.88
		ANNUAL	41378.06	43446.83	45619.39	47899.70	50295.02	52810.16	55450.51	58222.94	61133.90	64190.88
Rehab Loan Specialist	9117	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.3531	28.7208	30.1568	31.6645	33.2481	34.9103	36.6558	38.4886	40.413	42.4338
		BIWEEKLY	2188.25	2297.66	2412.54	2533.16	2659.85	2792.82	2932.46	3079.09	3233.04	3394.70
		ANNUAL	56894.45	59739.26	62726.14	65862.16	69156.05	72613.42	76244.06	80056.29	84059.04	88262.30
Resident Services Assistant	9301	A59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	24.8666	26.1099	27.4154	28.7861	30.2255	31.7367	33.3235	34.9898	36.7392	38.5762
		BIWEEKLY	1989.33	2088.79	2193.23	2302.89	2418.04	2538.94	2665.88	2799.18	2939.14	3086.10
		ANNUAL	51722.53	54308.59	57024.03	59875.09	62869.04	66012.34	69312.88	72778.78	76417.54	80238.50
Resident Services Coordinator	9304	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.3531	28.7208	30.1568	31.6645	33.2481	34.9103	36.6558	38.4886	40.413	42.4338
		BIWEEKLY	2188.25	2297.66	2412.54	2533.16	2659.85	2792.82	2932.46	3079.09	3233.04	3394.70
		ANNUAL	56894.45	59739.26	62726.14	65862.16	69156.05	72613.42	76244.06	80056.29	84059.04	88262.30
Revenue Collection Technician	7310	A45	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.4467	23.569	24.7473	25.9849	27.2841	28.6483	30.0807	31.5849	33.1641	34.8221
		BIWEEKLY	1795.74	1885.52	1979.78	2078.79	2182.73	2291.86	2406.46	2526.79	2653.13	2785.77
		ANNUAL	46689.14	49023.52	51474.38	54048.59	56750.93	59588.46	62567.86	65696.59	68981.33	72429.97
Route Checker	16114	BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.1956	29.6334	31.1452	32.7336	34.4036	36.1586	38.0030			
		BIWEEKLY	2255.65	2370.67	2491.62	2618.69	2752.29	2892.69	3040.24			
		ANNUAL	58646.85	61637.47	64782.02	68085.89	71559.49	75209.89	79046.24			

SCADA Programs Supervisor	12127	M19	Lower	Upper								
		Hourly		28.7197	48.2037							
		BIWEEKLY		2297.5760	3856.2960							
		ANNUAL		59736.98	100263.70							
Senior Advisor	1205	M67	Lower	Upper								
		Hourly		51.2210	77.6074							
		BIWEEKLY		4097.68	6208.59							
		ANNUAL		106539.68	161423.39							
Senior Manager, Internal Control	7212	M62	Lower	Upper								
		Hourly		41.6902	72.1345							
		BIWEEKLY		3335.22	5770.76							
		ANNUAL		86715.62	150039.76							
Senior Project Manager	13231	M66	Lower	Upper								
		Hourly		42.8461	70.8057							
		BIWEEKLY		3427.688	5664.456							
		ANNUAL		89119.888	147275.856							
Sex Registrant Specialist	14124	A34	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9049	20.9002	21.9451	23.0424	24.1947	25.4043	26.6745	28.0082	29.4088	30.8792
		BIWEEKLY	1592.39	1672.02	1755.61	1843.39	1935.58	2032.34	2133.96	2240.66	2352.70	2470.34
		ANNUAL	41402.19	43472.42	45645.81	47928.19	50324.98	52840.94	55482.96	58257.06	61170.30	64228.74
Shelter Intake Worker - Extra Help	32001	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
Shelter Manager - Extra Help	32004	M14	Lower	Upper								
		Hourly		27.1134	45.6337							
		BIWEEKLY		2169.07	3650.70							
		ANNUAL		56395.87	94918.10							
Shelter Monitor - Extra Help	32000	A10	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	13.7726	14.4613	15.1843	15.9435	16.7407	17.5778	18.4567	19.3795	20.3484	21.366
		BIWEEKLY	1101.81	1156.90	1214.74	1275.48	1339.26	1406.22	1476.54	1550.36	1627.87	1709.28
		ANNUAL	28647.01	30079.50	31583.34	33162.48	34820.66	36561.82	38389.94	40309.36	42324.67	44441.28
Shelter Navigator - Extra Help	32002	A15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.4321	16.2037	17.0138	17.8646	18.7579	19.6959	20.6805	21.7146	22.8001	23.9403
		BIWEEKLY	1234.57	1296.30	1361.10	1429.17	1500.63	1575.67	1654.44	1737.17	1824.01	1915.22
		ANNUAL	32098.77	33703.70	35388.70	37158.37	39016.43	40967.47	43015.44	45166.37	47424.21	49795.82
Shelter Supervisor - Extra Help	32003	A42	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	22.1346	23.2415	24.4034	25.6237	26.9048	28.2501	29.6625	31.1458	32.7029	34.3382
		BIWEEKLY	1770.77	1859.32	1952.27	2049.90	2152.38	2260.01	2373.00	2491.66	2616.23	2747.06
		ANNUAL	46039.97	48342.32	50759.07	53297.30	55961.98	58760.21	61698.00	64783.26	68022.03	71423.46
Solid Waste Compliance Spec	16117	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.2085	26.4944	27.8453	29.2654	30.7583	32.3266	33.9753			
		BIWEEKLY	2016.68	2119.55	2227.62	2341.23	2460.66	2586.13	2718.02			
		ANNUAL	52433.68	55108.35	57918.22	60872.03	63977.26	67239.33	70668.62			
Solid Waste Equip. Operator II	16108	BDI 74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464			
		BIWEEKLY	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71			
		ANNUAL	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51			
Solid Waste Trans Operator	16112	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597			
		BIWEEKLY	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78			
		ANNUAL	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18			
Sorter	20151	BAQ 48	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	15.9508	16.7642	17.6195	18.5181	19.4627	20.4558	21.4989			
		BIWEEKLY	1276.06	1341.14	1409.56	1481.45	1557.02	1636.46	1719.91			
		ANNUAL	33177.66	34869.54	36648.56	38517.65	40482.42	42548.06	44717.71			
Source Control Inspector II	19142	BGB 100.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.8937	28.2660	29.7073	31.2233	32.8156	34.4896	36.2489			
		BIWEEKLY	2151.50	2261.28	2376.58	2497.86	2625.25	2759.17	2899.91			
		ANNUAL	55938.90	58793.28	61791.18	64944.46	68256.45	71738.37	75397.71			
Source Control Technician	19143	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Special Districts Manager	1731	M66	Lower	Upper								
		Hourly		42.8461	70.8057							
		BIWEEKLY		3427.688	5664.456							
		ANNUAL		89119.888	147275.856							
Sr. Administrative Secretary	11165	A35	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.9124	20.9079	21.9534	23.0511	24.2035	25.4138	26.6845	28.0187	29.4197	30.8906
		BIWEEKLY	1592.99	1672.63	1756.27	1844.09	1936.28	2033.10	2134.76	2241.50	2353.58	2471.25
		ANNUAL	41417.79	43488.43	45663.07	47946.29	50343.28	52860.70	55503.76	58278.90	61192.98	64252.45
Sr. Advanced Water Treatment Mechanic	20125	BGI 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Sr. Advanced Water Treatment Operator	20122	BIR 129.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	35.9402	37.7740	39.7007	41.7257	43.8543	46.0911	48.4423			
		BIWEEKLY	2875.22	3021.92	3176.06	3338.06	3508.34	3687.29	3875.38			
		ANNUAL	74755.62	78569.92	82577.46	86789.46	91216.94	95869.49	100759.98			
Sr. Animal Safety Officer	14152	BEI 84	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597			
		BIWEEKLY	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78			
		ANNUAL	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18			
Sr. Backflow Specialist	20119	BGP 106	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874			
		BIWEEKLY	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99			
		ANNUAL	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79			
Sr. Buyer	8314	M29	Lower	Upper								
		Hourly		32.4264	54.1342							
		BIWEEKLY		2594.11	4330.74							
		ANNUAL		67446.91	112599.14							
Sr. Civil Engineer	5135	A99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	45.2126	47.4733	49.8469	52.3391	54.956	57.7039	60.5892	63.6186	66.7996	70.1395
		BIWEEKLY	3617.01	3797.86	3987.75	4187.13	4396.48	4616.31	4847.14	5089.49	5343.97	5611.16
		ANNUAL	94042.21	98744.46	103681.55	108865.33	114308.48	120024.11	126025.54	132326.69	138943.17	145890.1

Sr. Code Compliance Inspector	13234	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404	42.2930			
		BIWEEKLY	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23	3383.44			
		ANNUAL	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03	87969.44			
Sr. Construction Inspector	13207	BUJ 124.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	34.1482	35.8898	37.7204	39.6449	41.6670	43.7924	46.0262			
		BIWEEKLY	2731.86	2871.18	3017.63	3171.59	3333.36	3503.39	3682.10			
		ANNUAL	71028.26	74650.78	78458.43	82461.39	86667.36	91088.19	95734.50			
Sr. Custodian	6117	BBQ 58	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	17.6195	18.5181	19.4627	20.4558	21.4989	22.5954	23.7483			
		BIWEEKLY	1409.56	1481.45	1557.02	1636.46	1719.91	1807.63	1899.86			
		ANNUAL	36648.56	38517.65	40482.42	42548.06	44717.71	46998.43	49396.46			
Sr. Customer Service Rep	7140	A27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.6263	19.5575	20.5355	21.5622	22.6403	23.7724	24.9612	26.2091	27.5195	28.8954
		BIWEEKLY	1490.10	1564.60	1642.84	1724.98	1811.22	1901.79	1996.90	2096.73	2201.56	2311.63
		ANNUAL	38742.70	40679.60	42713.84	44849.38	47091.82	49446.59	51919.30	54514.93	57240.56	60102.43
Sr. Engr Technician	5122	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7118	29.0973	30.5523	32.0800	33.6840	35.3681	37.1367	38.9934	40.9433	42.9903
		BIWEEKLY	2216.94	2327.78	2444.18	2566.40	2694.72	2829.45	2970.94	3119.47	3275.46	3439.22
		ANNUAL	57640.54	60522.38	63548.78	66726.40	70062.72	73565.65	77244.34	81106.27	85162.06	89419.82
Sr. Engr Tech/Survey Chief	5122	A76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.7118	29.0973	30.5523	32.0800	33.6840	35.3681	37.1367	38.9934	40.9433	42.9903
		BIWEEKLY	2216.94	2327.78	2444.18	2566.40	2694.72	2829.45	2970.94	3119.47	3275.46	3439.22
		ANNUAL	57640.54	60522.38	63548.78	66726.40	70062.72	73565.65	77244.34	81106.27	85162.06	89419.82
Sr. Facilities Maint Worker	6130	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Sr. Fleet Services Mechanic	17211	BGV 109	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329	39.4478			
		BIWEEKLY	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63	3155.82			
		ANNUAL	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43	82051.42			
Sr. GIS Analyst			Lower	Upper								
		Hourly	39.4731	52.5577								
		BIWEEKLY	3157.85	4204.62								
		ANNUAL	82104.05	109320.02								
Sr. Groundsworker	15208	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595			
		BIWEEKLY	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76			
		ANNUAL	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76			
Sr. Housing Maint. Worker	9120	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	24.7123	25.9730	27.2983	28.6902	30.1538	31.6925	33.3086			
		BIWEEKLY	1976.98	2077.84	2183.86	2295.22	2412.30	2535.40	2664.69			
		ANNUAL	51401.58	54023.84	56780.46	59675.62	62719.90	65920.40	69281.89			
Sr. Housing Specialist	9111	A74	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	27.3531	28.7208	30.1568	31.6645	33.2481	34.9103	36.6558	38.4886	40.413	42.4338
		BIWEEKLY	2188.25	2297.66	2412.54	2533.16	2659.85	2792.82	2932.46	3079.09	3233.04	3394.70
		ANNUAL	56894.45	59739.26	62726.14	65862.16	69156.05	72613.42	76244.06	80056.29	84059.04	88262.30
Sr. H.R. Analyst	12113	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Sr. Information Technology Analyst	3131	M54	Lower	Upper								
		Hourly	42.7443	57.0577								
		BIWEEKLY	3419.54	4564.62								
		ANNUAL	88908.14	118680.02								
Sr. Information Technology Technician			Lower	Upper								
		Hourly	32.7231	43.2058								
		BIWEEKLY	2617.85	3456.46								
		ANNUAL	68064.05	89868.06								
Sr. Meter Reader	20118	BEA 80	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595			
		BIWEEKLY	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76			
		ANNUAL	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76			
Sr. Meter Repair Worker	20123	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595	31.0675			
		BIWEEKLY	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76	2485.40			
		ANNUAL	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76	64620.40			
Sr. Planner	13111	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
Sr. Plans Examiner	5123	A87	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	31.4608	33.0339	34.6856	36.4199	38.241	40.1529	42.1605	44.2686	46.482	48.8061
		BIWEEKLY	2516.86	2642.71	2774.85	2913.59	3059.28	3212.23	3372.84	3541.49	3718.56	3904.49
		ANNUAL	65438.46	68710.51	72146.05	75753.39	79541.28	83518.03	87693.84	92078.69	96682.56	101516.69
Sr. Police Service Officer	14205	P77	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
		Hourly	33.3445	35.0452	36.8328	38.7119	40.6866	42.7617				
		BIWEEKLY	2667.56	2803.62	2946.62	3096.95	3254.93	3420.94				
		ANNUAL	69356.56	72894.02	76612.22	80520.75	84628.13	88944.34				
Sr. Street Maint Worker	17108	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Sr. Traffic Service Assistant	14157	A16	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	18.3475	19.2648	20.2281	21.2395	22.3015	23.4166	24.5872	25.8166	27.1075	28.4629
		BIWEEKLY	1467.80	1541.18	1618.25	1699.16	1784.12	1873.33	1966.98	2065.33	2168.60	2277.03
		ANNUAL	38162.80	40070.78	42074.45	44178.16	46387.12	48706.53	51141.38	53698.53	56383.60	59202.83
Sr. Tree Trimmer	15220	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Sr. Wastewater Collect Operator	19133	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			

Sr. Wastewater Envir Specialist	19125	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404	42.2930			
		BIWEEKLY	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23	3383.44			
		ANNUAL	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03	87969.44			
Sr. Wastewater Mechanic	19147	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Sr. Wastewater Operator	19156	BGN 105.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	28.1956	29.6334	31.1452	32.7336	34.4036	36.1586	38.0030			
		BIWEEKLY	2255.65	2370.67	2491.62	2618.69	2752.29	2892.69	3040.24			
		ANNUAL	58646.85	61637.47	64782.02	68085.89	71559.49	75209.89	79046.24			
Sr. Wastewater Electrician	19157	BHN 116	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404	42.2930			
		BIWEEKLY	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23	3383.44			
		ANNUAL	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03	87969.44			
Sr. Water Distribution Operator	20115	BGD 101	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.0277	28.4061	29.8555	31.3783	32.9788	34.6612	36.4291			
		BIWEEKLY	2162.22	2272.49	2388.44	2510.26	2638.30	2772.90	2914.33			
		ANNUAL	56217.62	59084.69	62099.44	65266.86	68595.90	72095.30	75772.53			
Sr. Water Mechanic	20121	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Sr. Water Treatment Operator	20116	BIR 129.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	35.9402	37.7740	39.7007	41.7257	43.8543	46.0911	48.4423			
		BIWEEKLY	2875.22	3021.92	3176.06	3338.06	3508.34	3687.29	3875.38			
		ANNUAL	74755.62	78569.92	82577.46	86789.46	91216.94	95869.49	100759.98			
Street Maintenance Supervisor	17111	M14	Lower	Upper								
		Hourly	27.1134	45.6337								
		BIWEEKLY	2169.07	3650.70								
		ANNUAL	56395.87	94918.10								
Street Maintenance Worker I	17102	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.0625	18.9841	19.9523	20.9697	22.0397	23.1635	24.3454			
		BIWEEKLY	1445.00	1518.73	1596.18	1677.58	1763.18	1853.08	1947.63			
		ANNUAL	37570.00	39486.93	41500.78	43616.98	45842.58	48180.08	50638.43			
Street Maintenance Worker II	17105	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.6575	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950			
		BIWEEKLY	1572.60	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60			
		ANNUAL	40887.60	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60			
Streets Manager	17115	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Student Trainee (EH)	31518		Lower	Upper								
		Hourly	11.9000	12.7500								
Supervising Building Inspector	13210	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Supervising Civil Engineer	5136	M83	Lower	Upper								
		Hourly	48.6327	80.0676								
		BIWEEKLY	3890.616	6405.408								
		ANNUAL	101156.02	166540.608								
Supervising Animal Safety Officer	14151	BFM 95.25	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.5248	26.8270	28.1956	29.6334	31.1452	32.7336	34.4036			
		BIWEEKLY	2041.98	2146.16	2255.65	2370.67	2491.62	2618.69	2752.29			
		ANNUAL	53091.58	55800.16	58646.85	61637.47	64782.02	68085.89	71559.49			
Systems Administrator	3103	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Systems Analyst I	3107	M29	Lower	Upper								
		Hourly	32.4264	54.1342								
		BIWEEKLY	2594.11	4330.74								
		ANNUAL	67446.91	112599.14								
Systems Analyst II	3109	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Systems Analyst III	3112	M51	Lower	Upper								
		Hourly	38.7443	64.2471								
		BIWEEKLY	3099.54	5139.77								
		ANNUAL	80588.14	133633.97								
Tech. Servcs/Water Qual Mngr	19148	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Tire Repairer	17204	BCC 61	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.4254	19.3653	20.3534	21.3913	22.4827	23.6295	24.8348			
		BIWEEKLY	1474.03	1549.22	1628.27	1711.30	1798.62	1890.36	1986.78			
		ANNUAL	38324.83	40279.82	42335.07	44493.90	46764.02	49149.36	51656.38			
Traffic Engineer	18129	M59	Lower	Upper								
		Hourly	40.7731	67.4892								
		BIWEEKLY	3261.85	5399.14								
		ANNUAL	84808.05	140377.54								
Traffic Safety Maint Wkr	18102	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.6575	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950			
		BIWEEKLY	1572.60	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60			
		ANNUAL	40887.60	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60			
Traffic Service Assistant I	14154	A13	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	14.5039	15.2291	15.9906	16.7901	17.6297	18.5112	19.4367	20.4086	21.429	22.5005
		BIWEEKLY	1160.31	1218.33	1279.25	1343.21	1410.38	1480.90	1554.94	1632.69	1714.32	1800.04
		ANNUAL	30168.11	31676.53	33260.45	34923.41	36669.78	38503.30	40428.34	42449.89	44572.32	46801.04

CITY OF OXNARD
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Traffic Service Assistant II	14155	A18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	15.9543	16.752	17.5895	18.469	19.3926	20.3622	21.3803	22.4494	23.5718	24.7504
		BIWEEKLY	1276.34	1340.16	1407.16	1477.52	1551.41	1628.98	1710.42	1795.95	1885.74	1980.03
		ANNUAL	33184.94	34844.16	36586.16	38415.52	40336.61	42353.38	44471.02	46694.75	49029.34	51480.83
Traffic Signal Repairer I	18104	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			
Traffic Signal Repairer II	18106	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291			
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33			
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53			
Traffic Signal Technician	18108	BHE 112	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.5626	31.0704	32.6555	34.3213	36.0720	37.9121	39.8460			
		BIWEEKLY	2365.01	2485.63	2612.44	2745.70	2885.76	3032.97	3187.68			
		ANNUAL	61490.21	64626.43	67923.44	71388.30	75029.76	78857.17	82879.68			
Transport Operator	19123	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Transportation Planner	18130	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Transportation Services Manager	18128	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Treatment Plant Electrician	19150	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			
Tree Trimmer I	15214	BCM 66	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.0791	20.0524	21.0754	22.1503	23.2802	24.4677	25.7157			
		BIWEEKLY	1526.33	1604.19	1686.03	1772.02	1862.42	1957.42	2057.26			
		ANNUAL	39684.53	41708.99	43836.83	46072.62	48422.82	50892.82	53488.66			
Tree Trimmer II	15217	BDO 76	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.0754	22.1503	23.2802	24.4677	25.7157	27.0277	28.4061			
		BIWEEKLY	1686.03	1772.02	1862.42	1957.42	2057.26	2162.22	2272.49			
		ANNUAL	43836.83	46072.62	48422.82	50892.82	53488.66	56217.62	59084.69			
Utilities Finance Officer	4535	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Utility Supervisor	19107	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Video Technician	2106	A24	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.7966	18.6866	19.6209	20.602	21.6322	22.7138	23.8494	25.0419	26.294	27.6087
		BIWEEKLY	1423.73	1494.93	1569.67	1648.16	1730.58	1817.10	1907.95	2003.35	2103.52	2208.70
		ANNUAL	37016.93	38868.13	40811.47	42852.16	44994.98	47244.70	49606.75	52087.15	54691.52	57426.10
Wastewater Collections Manager	19105	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
Wastewater Collect Operator I	19103	BCS 69	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.6575	20.6599	21.7141	22.8213	23.9857	25.2093	26.4950			
		BIWEEKLY	1572.60	1652.79	1737.13	1825.70	1918.86	2016.74	2119.60			
		ANNUAL	40887.60	42972.59	45165.33	47468.30	49890.26	52435.34	55109.60			
Wastewater Collect Operator II	19106	BDU 79	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	21.7141	22.8213	23.9857	25.2093	26.4950	27.8464	29.2671			
		BIWEEKLY	1737.13	1825.70	1918.86	2016.74	2119.60	2227.71	2341.37			
		ANNUAL	45165.33	47468.30	49890.26	52435.34	55109.60	57920.51	60875.57			
Wastewater Collections Supervisor	19108	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Wastewater Division Manager	4545	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Wastewater Environmental Spec	19124	BHC 111	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	29.8555	31.3783	32.9788	34.6612	36.4291	38.2874	40.2404			
		BIWEEKLY	2388.44	2510.26	2638.30	2772.90	2914.33	3062.99	3219.23			
		ANNUAL	62099.44	65266.86	68595.90	72095.30	75772.53	79637.79	83700.03			
Wastewater Infrastructure Manager	20142	M44	Lower	Upper								
		Hourly	36.9014	61.2949								
		BIWEEKLY	2952.11	4903.59								
		ANNUAL	76754.91	127493.39								
Wastewater Maintenance Manager	19169	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
Wastewater Maintenance Supervisor	19170	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.58	3856.30								
		ANNUAL	59736.98	100263.70								
Wastewater Mechanic I	19117	BES 89	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.9857	25.2093	26.4950	27.8464	29.2671	30.7597	32.3291			
		BIWEEKLY	1918.86	2016.74	2119.60	2227.71	2341.37	2460.78	2586.33			
		ANNUAL	49890.26	52435.34	55109.60	57920.51	60875.57	63980.18	67244.53			
Wastewater Mechanic II	19120	BFU 99	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	26.4950	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114			
		BIWEEKLY	2119.60	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91			
		ANNUAL	55109.60	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71			

Wastewater Operations Mgr/ Chief Operator	19173	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Wastewater Operator in Training	19130	BCO 67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.2698	20.2531	21.2862	22.3719	23.5131	24.7123	25.9730			
		BIWEEKLY	1541.58	1620.25	1702.90	1789.75	1881.05	1976.98	2077.84			
		ANNUAL	40081.18	42126.45	44275.30	46533.55	48907.25	51401.58	54023.84			
Wastewater Operator I	19126	BEE 82	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	22.3719	23.5131	24.7123	25.9730	27.2979	28.6902	30.1538			
		BIWEEKLY	1789.75	1881.05	1976.98	2077.84	2183.83	2295.22	2412.30			
		ANNUAL	46533.55	48907.25	51401.58	54023.84	56779.63	59675.62	62719.90			
Wastewater Operator II	19129	BFF 92	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	24.7123	25.9730	27.2983	28.6902	30.1538	31.6925	33.3086			
		BIWEEKLY	1976.98	2077.84	2183.86	2295.22	2412.30	2535.40	2664.69			
		ANNUAL	51401.58	54023.84	56780.46	59675.62	62719.90	65920.40	69281.89			
Wastewater Operator III	19128	BFQ 97	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.9727	27.2975	28.6905	30.1534	31.6919	33.3087	35.0071			
		BIWEEKLY	2077.82	2183.80	2295.24	2412.27	2535.35	2664.70	2800.57			
		ANNUAL	54023.22	56778.80	59676.24	62719.07	65919.15	69282.10	72814.77			
Water Cons./Outreach Coord	20104	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670			
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36			
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36			
Water Cons. & Outreach Supervisor	20101	M19	Lower	Upper								
		Hourly	28.7197	48.2037								
		BIWEEKLY	2297.5760	3856.2960								
		ANNUAL	59736.98	100263.70								
Water Conserv/Outreach Tech	20102	BBS 59	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	18.0625	18.9841	19.9523	20.9697	22.0397	23.1635	24.3454			
		BIWEEKLY	1445.00	1518.73	1596.18	1677.58	1763.18	1853.08	1947.63			
		ANNUAL	37570.00	39486.93	41500.78	43616.98	45842.58	48180.08	50638.43			
Water Distribution Operator I	20108	BDK 75	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	20.8668	21.9311	23.0497	24.2256	25.4615	26.7600	28.1249			
		BIWEEKLY	1669.34	1754.49	1843.98	1938.05	2036.92	2140.80	2249.99			
		ANNUAL	43402.94	45616.69	47943.38	50389.25	52959.92	55660.80	58499.79			
Water Distribution Operator II	20111	BEK 85	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.0497	24.2256	25.4615	26.7600	28.1249	29.5595	31.0675			
		BIWEEKLY	1843.98	1938.05	2036.92	2140.80	2249.99	2364.76	2485.40			
		ANNUAL	47943.38	50389.25	52959.92	55660.80	58499.79	61483.76	64620.40			
Water Division Manager	20140	M87	Lower	Upper								
		Hourly	51.7833	85.1051								
		BIWEEKLY	4142.66	6808.41								
		ANNUAL	107709.26	177018.61								
Water Infrastructure Manager	20142	M32	Lower	Upper								
		Hourly	33.0358	55.1096								
		BIWEEKLY	2642.86	4408.77								
		ANNUAL	68714.46	114627.97								
Water Operations Manager	20144	M62	Lower	Upper								
		Hourly	41.6902	72.1345								
		BIWEEKLY	3335.22	5770.76								
		ANNUAL	86715.62	150039.76								
Water Operator in Training	20154	BCO 67	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	19.2698	20.2531	21.2862	22.3719	23.5131	24.7123	25.9730			
		BIWEEKLY	1541.58	1620.25	1702.90	1789.75	1881.05	1976.98	2077.84			
		ANNUAL	40081.18	42126.45	44275.30	46533.55	48907.25	51401.58	54023.84			
Water Reg. Compliance Coord	20104	BHK 114.5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	30.9138	32.4906	34.1482	35.8898	37.7204	39.6449	41.6670			
		BIWEEKLY	2473.10	2599.25	2731.86	2871.18	3017.63	3171.59	3333.36			
		ANNUAL	64300.70	67580.45	71028.26	74650.78	78458.43	82461.39	86667.36			
Water Reg. Compliance Tech I	20113	BFJ 94	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	25.2085	26.4944	27.8453	29.2654	30.7583	32.3266	33.9753			
		BIWEEKLY	2016.68	2119.55	2227.62	2341.23	2460.66	2586.13	2718.02			
		ANNUAL	52433.68	55108.35	57918.22	60872.03	63977.26	67239.33	70668.62			
Water Reg. Compliance Tech II	20114	BGJ 104	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	27.8464	29.2671	30.7597	32.3291	33.9779	35.7114	37.5329			
		BIWEEKLY	2227.71	2341.37	2460.78	2586.33	2718.23	2856.91	3002.63			
		ANNUAL	57920.51	60875.57	63980.18	67244.53	70674.03	74279.71	78068.43			
Water Resource Manager	20135	M40	Lower	Upper								
		Hourly	35.7924	59.5203								
		BIWEEKLY	2863.39	4761.62								
		ANNUAL	74448.19	123802.22								
Water Treatment Operator I	20109	BEM 86	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	23.2802	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783			
		BIWEEKLY	1862.42	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26			
		ANNUAL	48422.82	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86			
Water Treatment Operator II	20112	BFD 91	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	24.4677	25.7157	27.0277	28.4061	29.8555	31.3783	32.9788			
		BIWEEKLY	1957.42	2057.26	2162.22	2272.49	2388.44	2510.26	2638.30			
		ANNUAL	50892.82	53488.66	56217.62	59084.69	62099.44	65266.86	68595.90			
Water Treatment Operator III	20110	BHM 115.0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
		Hourly	31.2523	32.8468	34.5219	36.2834	38.1340	40.0791	42.1238			
		BIWEEKLY	2500.18	2627.74	2761.75	2902.67	3050.72	3206.33	3369.90			
		ANNUAL	65004.78	68321.34	71805.55	75469.47	79318.72	83364.53	87617.50			
Word Processor I	11129	A23	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	17.4234	18.2945	19.2092	20.1697	21.1781	22.2371	23.3489	24.5164	25.7422	27.0292
		BIWEEKLY	1393.87	1463.56	1536.74	1613.58	1694.25	1778.97	1867.91	1961.31	2059.38	2162.34
		ANNUAL	36240.67	38052.56	39955.14	41952.98	44050.45	46253.17	48565.71	50994.11	53543.78	56220.74
Word Processor II	11132	A30	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	19.0826	20.0367	21.0386	22.0905	23.195	24.3548	25.5725	26.8512	28.1938	29.6034
		BIWEEKLY	1526.61	1602.94	1683.09	1767.24	1855.60	1948.38	2045.80	2148.10	2255.50	2368.27
		ANNUAL	39691.81	41676.34	43760.29	45948.24	48245.60	50657.98	53190.80	55850.50	58643.10	61575.07
Word Processor III	11134	A38	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		Hourly	20.7420	21.7793	22.8681	24.0114	25.2121	26.4727	27.7963	29.1861	30.6456	32.1778
		BIWEEKLY	1659.36	1742.34	1829.45	1920.91	2016.97	2117.82	2223.70	2334.89	2451.65	2574.22
		ANNUAL	43143.36	45300.94	47565.65	49943.71	52441.17	55063.22	57816.30	60707.09	63742.85	66929.82

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

- 1) The City Manager will prepare a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
- 2) The budget process will include the development of a balanced two-year budget when financial circumstances are appropriate for a two-year budget. Any two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
- 3) The budget will be organized in a department/service level format.
- 4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health, safety and welfare of residents.
 - b. Contractual obligations to bondholders and other debts.
 - c. Adequate ongoing maintenance of facilities and equipment.
 - d. All other services.
2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs within the same fund, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Program (CIP).
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Program will be reviewed and approved by City Council on a two-year cycle, or more frequently, as needed based on economic and funding outlooks. Individual projects will be postponed or canceled if their funding fails to materialize. Conversely, individual projects may be moved up on the timeline if their funding materializes sooner than anticipated. City Council will review and approve appropriations at least annually, and also as necessary during the year if funding and timelines change. Appropriation changes will be in accordance with Section I.D.
4. The CIP will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and citywide master plans for related infrastructure improvements.
5. Public Works staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

6. For CIP projects paid for by the General Fund, the Finance Department will transfer Council-approved appropriations from the General Fund to the capital project fund from which the capital expenditures are to be made. Most often, this will be Fund 301 Capital Outlay. Such transfers will be made only as actual expenditures occur, not on a fixed regular schedule. Any transfer authorized but not yet made at the end of the fiscal year will be carried-forward into the next fiscal year(s) until project has been completed.
7. To the extent funds are available, any unused appropriations at the end of the fiscal year in active CIP projects will be carried-forward into the next fiscal year(s) until the project has been completed.
8. Any unused funds after the completion of the project, will be returned to the funding source. This should happen within 90-days of notification to the Finance department.

B. Capital Project Priorities

1. Public Works staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. Health and Safety: Projects needed to maintain or improve human health or safety.
 - b. Asset Preservation: Projects needed to maintain or protect the City's existing assets.
 - c. New or Expanded Services: Projects that create something new, like a new park, or increase the capacity of existing facilities, like larger water or sewer lines.

C. Capital Project Management by the Public Works Department

1. Capital projects will be managed in a phased approach as needed. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:
 - a. Conceptual/schematic proposal
 - b. Preliminary design and cost estimate
 - c. Engineering and final design
 - d. Bid administration
 - e. Acquisition/construction
 - f. Project closeout
2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.
2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.
3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.
2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.
3. Staff will recalculate periodically the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.
4. The City Council will set fees and user rates for each enterprise fund (water, wastewater, environmental resources) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.
2. Staff will grant user fee waivers and debt forgiveness only as authorized by City Council approved policies.
3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate funds, where required, based on invested cash balances.
2. Investment policies will be reviewed annually by the Finance and Governance Committee.

IV. FUND BALANCE POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Non-spendable
- Restricted
- Committed
- Assigned
- Unassigned

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of non-spendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

- A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self-insured retention limits.
- B. The City Council will endeavor to maintain an operating reserve equal to 12 percent (12%) of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.
- C. The City Council will endeavor to maintain operating reserves in the utility funds equal to 25 percent (25%) of the operating budgets.

VI. INTERFUND BORROWING POLICIES

- A. Interfund borrowing requires City Council approval.
- B. Such loans will carry a market rate of interest.
- C. Such loans may, at City Council's discretion, include interest-only payments by the borrowing fund for the first year or two.
- D. Once principal repayments begin, amortization schedules will be for level or decreasing annual debt service, not for increasing annual debt service.
- E. The borrowing fund may prepay all or a portion of the principal and interest at any time, without penalty.
- F. The lending fund may call all or part of the loan immediately at the lending fund's discretion, also without penalty.

VII. DEBT POLICIES

- A. Use of Debt
 - 1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.
3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Disclosure Counsel – To be selected by RFP periodically.
 - c. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.
 - d. Municipal Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters,

preparation of all required financing documents, and other financial advisory assistance as required.

- e. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
- 2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
- 3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
- 4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VIII. ACCOUNTING POLICIES

A. Accounting Standards

- 1. The City's accounting systems and procedures will comply with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unmodified audit opinion and adequate internal controls.
- 2. The City has adopted the historical cost method of fixed asset reporting to comply with GASB. The capitalization policy is \$5,000 or more for equipment, \$20,000 for buildings and improvements other than buildings, and \$100,000 for infrastructure.
- 3. Staff will prepare quarterly and annual financial reports to present a summary of financial performance and position for major operating funds.
- 4. Staff will provide full disclosure in the annual financial statements and bond representations.

B. Independent Auditor

- 1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all state and federal requirements.
- 2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.

3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

IX. RISK MANAGEMENT POLICIES

- A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize the prevention and avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.
- B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.
- C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.
- D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.
- E. Staff will maintain separate self-insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self-insured retentions.
 1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.
 2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.
 3. The Confidence Interval for all risk management reserve funds will be maintained at a minimum of 50% confidence interval.
- F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:
 1. Claims adjuster for workers' compensation and public liability/property damage.
 2. Claims auditor, actuarial consultant, and risk management program auditor.
 3. Insurance broker of record.

X. DEVELOPER DEPOSIT POLICIES

- A. The City collects developer deposits often identified in a development agreement (DA) and/or ownership participation agreement (OPA), along with developer deposits and deposit based fees associated with Building and Planning permits. The developer deposits and deposit based fees are used by the City for costs associated with project review and conceptual planning, City staff time, and other third party services required for the project, including, but not limited to, contract planning, engineering, architectural, onsite posting, legal advertising, and attorney review. As charges pertaining to the project accrue, the Department shall keep records of actual staff time and costs of consultant and other third party service providers used.
- B. To the extent the City receives deposits from developers as advanced payments to cover staff time and third-party expenses required to issue permits, and these deposits were not accounted for in the Adopted Budget, the Council authorizes the City Manager to administratively appropriate funds to the relevant tracking project and expenditure accounts within the Developer & Other Deposits Fund [Fund 541] up to the amount of the deposits received.

PASSED AND ADOPTED on this 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2022-2023

WHEREAS, Government Code section 7900 provides for the implementation of Article XIII B of the California Constitution; and

WHEREAS, Government Code sections 7901 through 7914 provide that each year the City Council shall, by resolution, establish its proceeds of taxes appropriation limit at a regularly scheduled meeting; and

WHEREAS, all documentation used in the determination of the proceeds of taxes appropriation limit has been and will continue to be available to the public from the Chief Financial Officer of the City of Oxnard as required by law; and

WHEREAS, the proceeds of taxes appropriation limit for the fiscal year 2022-2023 is calculated by adjusting the prior fiscal year, 2021-2022; and

WHEREAS, the adjustment factors are:

1. change in the population of the County = -0.64%
2. change in the population of the City = -0.21%
3. change in the per capita income in California = 7.55%; and

WHEREAS, the formula provides that the City can use the greater of either factors 1 or 2, plus factor 3; and

WHEREAS, the City's fiscal year 2022-2023 appropriation limit for proceeds of taxes is determined to be \$422,670,684 using factors 2 and 3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD resolves as follows: The proceeds of taxes appropriation limit for the fiscal year 2022-2023 is established as \$422,670,684 and the "proceeds of taxes" revenue subject to this limitation is \$206,760,380 an amount well below the established limit. Documentation used in the determination of the proceeds of taxes appropriation limit is available to the public at the City of Oxnard Finance Department, 300 West Third Street, Oxnard, CA 93030.

Resolution No.

P a g e 2

PASSED AND ADOPTED on this 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING
A MASTER FEE SCHEDULE**

WHEREAS, over time the City Council has adopted various fees, including but not limited to, user fees, regulatory fees, development impact fees, and fees for utility services; and

WHEREAS, the consolidation of all of the fees adopted by the City Council into one Master Fee Schedule will assist the public, as well as City staff in readily locating City fees; and

WHEREAS, the adoption of this Master Fee Schedule is consistent with the City Council's Revenue Policies adopted annually in its Financial Management Policies Resolution; and

WHEREAS, the adoption of this Master Fee Schedule will not supersede any previously adopted fee ordinances or resolutions, nor will it modify any existing fees.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Master Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

SECTION 3. The City Manager or designee may modify the Master Fee Schedule to add previously adopted fees not currently included in the Master Fee Schedule, if necessary.

PASSED AND ADOPTED THIS 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No.

P a g e 2

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-257	Billing & Licensing	NEW BUSINESS LICENSE PROCESSING	EACH	\$48.00	NONE	15164	7/24/2018
S-258	Billing & Licensing	BUSINESS LICENSE RENEWAL	RENEWAL	\$12.00	NONE	15164	7/24/2018
S-259	Billing & Licensing	BUSINESS LICENSE AMENDMENT	APPLICATION	\$30.00	NONE	15164	7/24/2018
S-260	Billing & Licensing	BUSINESS LICENSE APPEAL	APPEAL	\$555.00	NONE	15164	7/24/2018
S-261	Billing & Licensing	BUSINESS LICENSE DUPLICATE	EACH	\$11.00	NONE	15164	7/24/2018
S-262	Billing & Licensing	TOBACCO RETAILER PERMIT	PERMIT	\$95.00	NONE	15164	7/24/2018
S-262	Billing & Licensing	TOBACCO RETAILER PERMIT DUPLICATE	EACH	\$11.00	NONE	15164	7/24/2018
S-263	Billing & Licensing	TAXICAB OPERATOR PERMIT	APPLICATION	\$60.00	NONE	15164	7/24/2018
S-263	Billing & Licensing	TAXICAB OPERATOR PERMIT	APPLICATION	\$155.00	NONE	15164	7/24/2018
S-264	Billing & Licensing	TAXICAB OPERATOR PERMIT RENEWAL	RENEWAL	\$60.00	NONE	15164	7/24/2018
S-264	Billing & Licensing	TAXICAB OPERATOR PERMIT RENEWAL	RENEWAL	\$135.00	NONE	15164	7/24/2018
S-265	Billing & Licensing	TAXICAB DRIVER PERMIT	APPLICATION	\$155.00	NONE	15164	7/24/2018
S-266	Billing & Licensing	TAXICAB DRIVER PERMIT RENEWAL	APPLICATION	\$105.00	NONE	15164	7/24/2018
S-267	Billing & Licensing	TAXICAB DUPLICATE PERMIT	EACH	\$11.00	NONE	15164	7/24/2018
S-268	Billing & Licensing	ADULT BUSINESS PERMIT	APPLICATION	\$270.00	NONE	15164	7/24/2018
S-269	Billing & Licensing	ADULT BUSINESS RENEWAL PERMIT	RENEWAL	\$355.00	NONE	15164	7/24/2018
S-270	Billing & Licensing	VENDOR PERMIT	PERMIT	\$80.00	NONE	15164	7/24/2018
S-270	Billing & Licensing	VENDOR PERMIT	PERMIT	\$125.00	NONE	15164	7/24/2018
S-271	Billing & Licensing	DANCE PERMIT	DAY	\$155.00	NONE	15164	7/24/2018
S-271	Billing & Licensing	DANCE PERMIT	EACH	\$11.00	NONE	15164	7/24/2018
S-271	Billing & Licensing	DANCE PERMIT	PERMIT	\$415.00	NONE	15164	7/24/2018
S-271	Billing & Licensing	DANCE PERMIT	RENEWAL	\$355.00	NONE	15164	7/24/2018
S-272	Billing & Licensing	BINGO LICENSE	APPLICATION	\$50.00	NONE	15164	7/24/2018
S-272	Billing & Licensing	BINGO LICENSE	EACH	\$11.00	NONE	15164	7/24/2018
S-273	Billing & Licensing	DANCE/MASSAGE/TAXI APPEAL	APPEAL	\$555.00	NONE	15164	7/24/2018
S-274	Billing & Licensing	NSF CHECK PROCESSING	EACH	\$46.00	NONE	15164	7/24/2018
	Billing & Licensing	SHORT TERM RENTALS - ANNUAL RENEWAL	LICENSE RENEWAL	\$810.00	NONE	2969/ 15378	12/17/19 Ord / 7/29/20 Reso
	Billing & Licensing	SHORT TERM RENTALS - BUSINESS LICENSE FEE	LICENSE	\$283.00	NONE	2969/ 15378	12/17/19 Ord / 7/29/20 Reso
S-277	City Clerk	DOCUMENT COPY SERVICE	EACH	\$0.10	NONE		
S-277	City Clerk	DOCUMENT COPY SERVICE	EACH	\$0.25	NONE	15,112	4/18/2018
S-277	City Clerk	DOCUMENT COPY SERVICE	EACH	\$1.25	NONE	15112	43208
S-278	City Clerk	ELECTRONIC FILE COPY	DEVICE	\$5.00	NONE	15,112	4/18/2018
S-279	City Clerk	DOCUMENT CERTIFICATION	EACH	\$12.00	NONE	15,112	4/18/2018
S-280	City Clerk	NOTARY PUBLIC SERVICES	EACH	\$15.00	NONE	N/A	N/A
S-281	City Clerk	CANDIDATE PROCESSING	EACH	\$25.00	NONE	N/A	N/A

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-282	City Clerk	INITIATIVE PROCESSING	EACH	\$200.00	NONE	N/A	N/A
S-001	Community Development	CBD DESIGN REVIEW – MAJOR	APPLICATION	\$2,150.00	5%	15164	7/24/2018
S-002	Community Development	CBD DESIGN REVIEW – MINOR	APPLICATION	\$745.00	5%	15164	7/24/2018
S-003	Community Development	CBD SIGN (OTC) REVIEW	APPLICATION	\$140.00	5%	15164	7/24/2018
S-004	Community Development	SFD DEVELOPMENT DESIGN REVIEW	APPLICATION	\$1,595.00	5%	15164	7/24/2018
S-005	Community Development	NON-SFD DEVELOPMENT DESIGN REVIEW	APPLICATION	\$6,300.00	5%	15164	7/24/2018
S-007	Community Development	SPECIAL USE PERMIT	DEPOSIT	\$8,000.00	5%	15164	7/24/2018
S-008	Community Development	SPECIAL USE PERMIT – MINOR	DEPOSIT	\$4,000.00	5%	15164	7/24/2018
S-009	Community Development	COASTAL DEVELOPMENT PERMIT	DEPOSIT	\$9,000.00	5%	15164	7/24/2018
S-010	Community Development	COASTAL DEVELOPMENT REVIEW	APPLICATION	\$6,775.00	5%	15164	7/24/2018
S-011	Community Development	COASTAL PLAN AMENDMENT	DEPOSIT	\$12,000.00	5%	15164	7/24/2018
S-012	Community Development	COASTAL VARIANCE	APPLICATION	\$3,305.00	5%	15164	7/24/2018
S-013	Community Development	COASTAL PLAN CONSISTENCY	DEPOSIT	\$3,000.00	5%	15164	7/24/2018
S-014	Community Development	COASTAL ADMINISTRATIVE MODIFICATION	APPLICATION	\$1,845.00	5%	15164	7/24/2018
S-015	Community Development	COASTAL EXEMPTION DETERMINATION	APPLICATION	\$1,075.00	5%	15164	7/24/2018
S-016	Community Development	COASTAL EMERGENCY PERMIT	APPLICATION	\$1,620.00	5%	15164	7/24/2018
S-017	Community Development	DEVELOPMENT AGREEMENT AUTHORIZATION	DEPOSIT	\$5,000.00	5%	15164	7/24/2018
S-018	Community Development	DEVELOPMENT AGREEMENT	DEPOSIT	\$10,000.00	5%	15164	7/24/2018
S-019	Community Development	DEVELOPMENT AGREEMENT AMENDMENT	DEPOSIT	\$10,000.00	5%	15164	7/24/2018
S-020	Community Development	GENERAL PLAN AMENDMENT	DEPOSIT	\$10,000.00	5%	15164	7/24/2018
S-021	Community Development	GENERAL PLAN CONSISTENCY	DEPOSIT	\$3,000.00	5%	15164	7/24/2018
S-022	Community Development	SPECIFIC PLAN REVIEW	DEPOSIT	\$10,000.00	5%	15164	7/24/2018
S-023	Community Development	SPECIFIC PLAN AMENDMENT	DEPOSIT	\$7,000.00	5%	15164	7/24/2018
S-024	Community Development	PRE-ZONING	APPLICATION	\$4,050.00	5%	15164	7/24/2018
S-025	Community Development	ANNEXATION	DEPOSIT	\$15,000.00	5%	15164	7/24/2018
S-026	Community Development	PLANNING PRE-APPLICATION REVIEW	APPLICATION	\$3,605.00	5%	15164	7/24/2018
S-027	Community Development	ZONE CHANGE	DEPOSIT	\$6,000.00	5%	15164	7/24/2018
S-028	Community Development	ZONE TEXT AMENDMENT	DEPOSIT	\$9,000.00	5%	15164	7/24/2018
S-029	Community Development	VARIANCE	APPLICATION	\$3,960.00	5%	15164	7/24/2018
S-030	Community Development	REASONABLE ACCOMODATION	APPLICATION	\$1,070.00	5%	15164	7/24/2018
S-031	Community Development	CEQA EXEMPTION REVIEW	APPLICATION	\$145.00	5%	15164	7/24/2018
S-032	Community Development	ENVIRON. INITIAL STUDY/NEG. DEC.	APPLICATION	\$5,220.00	5%	15164	7/24/2018
S-033	Community Development	MITIGATED NEG. DEC. & MONITOR	APPLICATION	\$8,345.00	5%	15164	7/24/2018
S-034	Community Development	ENVIRONMENTAL IMPACT REPORT REVIEW	DEPOSIT	VARIES	5%	15164	7/24/2018
S-035	Community Development	PLANNED DEVELOPMENT PERMIT	DEPOSIT	\$8,000.00	5%	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-036	Community Development	PLANNING MAJOR MODIFICATION	DEPOSIT	\$6,500.00	5%	15164	7/24/2018
S-037	Community Development	PLANNING MINOR MODIFICATION	APPLICATION	\$1,510.00	5%	15164	7/24/2018
S-038	Community Development	DENSITY BONUS	APPLICATION	\$4,570.00	5%	15164	7/24/2018
S-039	Community Development	TENTATIVE MAP REVIEW (PLNG)	DEPOSIT	\$8,000.00	5%	15164	7/24/2018
S-040	Community Development	VESTING TENTATIVE MAP	DEPOSIT	\$12,000.00	5%	15164	7/24/2018
S-041	Community Development	FINAL MAP (PLNG)	MAP	\$1,195.00	5%	15164	7/24/2018
S-042	Community Development	LOT LINE ADJUSTMENT (PLNG)	APPLICATION	\$1,270.00	5%	15164	7/24/2018
S-043	Community Development	LOT MERGER (PLNG)	APPLICATION	\$1,270.00	5%	15164	7/24/2018
S-044	Community Development	PARCEL MAP WAIVER (PLNG)	APPLICATION	\$3,815.00	5%	15164	7/24/2018
S-045	Community Development	CERTIFICATE OF COMPLIANCE	APPLICATION	\$1,150.00	5%	15164	7/24/2018
S-045	Community Development	CERTIFICATE OF COMPLIANCE	DEPOSIT	VARIES	5%	15164	7/24/2018
S-046	Community Development	ACCESSORY DWELLING UNIT REVIEW	APPLICATION	\$1,705.00	5%	15164	7/24/2018
S-047	Community Development	RESIDENTIAL CARE FACILITY	APPLICATION	\$1,595.00	5%	15164	7/24/2018
S-048	Community Development	LARGE FAMILY DAY CARE	APPLICATION	\$605.00	5%	15164	7/24/2018
S-049	Community Development	SPECIAL USE PERMIT – ALCOHOL	APPLICATION	\$3,490.00	5%	15164	7/24/2018
S-050	Community Development	SPECIAL USE PERMIT – WIRELESS	APPLICATION	\$6,790.00	5%	15164	7/24/2018
S-051	Community Development	WIRELESS ADMINISTRATIVE PERMIT	APPLICATION	\$3,390.00	5%	15164	7/24/2018
S-052	Community Development	MOBILE HOME REVIEW	APPLICATION	\$930.00	5%	15164	7/24/2018
S-054	Community Development	MILLS ACT AGREEMENT	DEPOSIT	\$1,500.00	5%	15164	7/24/2018
S-055	Community Development	MILLS ACT ANNUAL INSPECTION	YEAR	\$325.00	5%	15164	7/24/2018
S-056	Community Development	CULT. HERITAGE CERT. OF APPROP.	APPLICATION	\$245.00	5%	15164	7/24/2018
S-057	Community Development	CULTURAL HERITAGE REV - PUB HRNG	DEPOSIT	\$2,000.00	5%	15164	7/24/2018
S-058	Community Development	PLANNING ADULT BUSINESS REVIEW	DEPOSIT	\$6,000.00	5%	15164	7/24/2018
S-062	Community Development	STREET VACATION	APPLICATION	\$1,840.00	5%	15164	7/24/2018
S-063	Community Development	STREET NAMING/RENAMING	APPLICATION	\$3,740.00	5%	15164	7/24/2018
S-064	Community Development	TIME EXTENSION (ADMINISTRATIVE)	APPLICATION	\$575.00	5%	15164	7/24/2018
S-065	Community Development	TEMPORARY USE PERMIT - TIER 1	APPLICATION	\$195.00	5%	15164	7/24/2018
S-066	Community Development	TEMPORARY USE PERMIT - TIER 2	APPLICATION	\$345.00	5%	15164	7/24/2018
S-067	Community Development	TEMPORARY USE PERMIT - TIER 3	APPLICATION	\$865.00	5%	15164	7/24/2018
S-068	Community Development	TEMP. USE PERMIT - SECURITY DEPOSIT	DEPOSIT	\$750.00	5%	15164	7/24/2018
S-069	Community Development	PLANNING APPEAL	APPEAL	\$1,830.00	5%	15164	7/24/2018
S-070	Community Development	WIRELESS APPEAL-ADMINISTRATIVE	APPEAL	\$2,165.00	5%	15164	7/24/2018
S-070	Community Development	WIRELESS APPEAL-PLANNING COMMISSION	APPEAL	\$1,825.00	5%	15164	7/24/2018
S-071	Community Development	PLANNING BUILDING PLAN REVIEW- GRADING	FIXED FEE	\$280.00	5%	15164	7/24/2018
S-071	Community Development	PLANNING BUILDING PLAN REVIEW-COUNTER REVIEW/SIGNS/FACADES	FIXED FEE	\$120.00	5%	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-071	Community Development	PLANNING BUILDING PLAN REVIEW-MAJOR ALTERATION	FIXED FEE	\$560.00	5%	15164	7/24/2018
S-071	Community Development	PLANNING BUILDING PLAN REVIEW-MINOR ALTERATION	FIXED FEE	\$335.00	5%	15164	7/24/2018
S-071	Community Development	PLANNING BUILDING PLAN REVIEW-NEW COMM/IND/MFR/MULTIPLE SFDS	FIXED FEE	\$1,115.00	5%	15164	7/24/2018
S-072	Community Development	LANDSCAPE PLAN CHECK/INSPECTION	EACH	COST OF SERVICE	15%	15164	7/24/2018
S-073	Community Development	ARCHITECTURAL REVIEW	EACH	COST OF SERVICE	15%	15164	7/24/2018
S-074	Community Development	HOME OCCUPATION PERMIT	APPLICATION	\$80.00	5%	15164	7/24/2018
S-075	Community Development	ZONE CLEARANCE (BUS.LIC)	APPLICATION	\$110.00	5%	15164	7/24/2018
S-076	Community Development	PROPERTY OWNERS LIST/MAP	REQUEST	\$385.00	5%	15164	7/24/2018
S-077	Community Development	ZONING/STANDARD FORM LETTER	REQUEST	\$200.00	5%	15164	7/24/2018
S-078	Community Development	NEWSPAPER/MEDIA PUBLIC NOTICING	EACH	COST OF SERVICE	15%	15164	7/24/2018
S-079	Community Development	ON-SITE POSTING	EACH	COST OF SERVICE	15%	15164	7/24/2018
S-080	Community Development	PLANNING HOURLY BILLING SERVICES	HOURLY	VARIES	5%	15164	7/24/2018
S-081	Community Development	OTHER DEPT/CITY ATTORNEY REVIEW	DEPOSIT	\$5,000.00	5%	15164	7/24/2018
S-082	Community Development	THIRD PARTY SERVICES	EACH	COST OF SERVICE	15%	15164	7/24/2018
S-083	Community Development	ADDITIONAL SCREEN CHECK REVIEW	N/A	VARIES	5%	15164	7/24/2018
S-084	Community Development	PLANNING ELECTRONIC FILE COPY	DEVICE	\$5.00	5%	15164	7/24/2018
S-085	Community Development	PROJECT REVISION	N/A	VARIES	NONE	15164	7/24/2018
S-217	Community Development	CODE COMPLIANCE INSPECTION	INSPECTION	\$140.00	5%	15164	7/24/2018
S-218	Community Development	CODE COMPLIANCE ABATEMENT NOTICE	EACH	\$75.00	5%	15164	7/24/2018
	Community Development	BICYCLE LOCKER KEY AND DAMAGE	DEPOSIT	\$50.00	NONE	14677	7/22/2014
	Community Development	CANNABIS - APPEAL PROCESS (PHASE 3)	EACH	\$2,751.97	NONE	15254	7/30/2019
	Community Development	CANNABIS - APPLICATION REVIEW (PHASE 1)	PERMIT	\$2,921.70	NONE	15254	7/30/2019
	Community Development	CANNABIS - CANNABIS APPLICANT INTERVIEWS (PHASE 2)	PERMIT	2704.19	NONE	15254	7/30/2019
	Community Development	CANNABIS - EXPANDED BACKGROUND REVIEW	EACH	300	NONE	15254	7/30/2019
	Community Development	CANNABIS - PROGRAM DEVELOPMENT	PERMIT	\$2,218.74	NONE	15254	7/30/2019
	Community Development	CANNABIS - SPECIAL USE PERMIT/DEV DESIGN REVIEW (PHASE 4)	PERMIT	\$6,977.76	NONE	15254	7/30/2019
	Community Development	CANNABIS - ZONING VERIFICATION LETTER	EACH	\$210.00	NONE	15254	7/30/2019
	Community Development	GENERAL PLAN MAINTENANCE FEE	N/A	VARIES	NONE	14314	4/23/2013
	Community Development	PERMIT CENTER IMPROVEMENT FEE	N/A	5% surcharge	NONE	12976	11/22/2005
	Community Development	SHORT TERM RENTALS- PERMIT ISSUANCE	PERMIT	\$1,315.00	NONE	15378	7/29/2020
	Community Development	SHORT TERM RENTALS- PREQUALIFICATION	APPLICATION	\$280.00	NONE	15378	7/29/2020
I A Title	Community Development - B&E	Plan Check and Processing Fee - Development Improvement Plan Check Fees			NONE	15164	7/24/2018
I A1 a	Community Development - B&E	For Valuations \$0 - \$2250	Per Valuation	\$682	NONE	15164	7/24/2018
I A1 b	Community Development - B&E	For Valuations \$2250	Valuation	\$682	NONE	15164	7/24/2018
I A1 b (1)	Community Development - B&E	For Valuation exceeding \$2,250 up to \$75,000 add percentage for valuation in excess of \$2,250	Valuation	3.05%	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
I A1 c	Community Development - B&E	For Valuations \$75,000	Valuation	\$2,882	NONE	15164	7/24/2018
I A1 c (1)	Community Development - B&E	For Valuation exceeding \$75,000 up to \$450,000 add percentage for valuation in excess of \$75,000	Valuation	2.48%	NONE	15164	7/24/2018
I A1 d	Community Development - B&E	For Valuations \$450,000	Valuation	\$12,164	NONE	15164	7/24/2018
I A1 d (1)	Community Development - B&E	For Valuation exceeding \$450,000 up to \$12,000,000 add percentage for valuation in excess of \$450,000	Valuation	1.26%	NONE	15164	7/24/2018
I A1 e	Community Development - B&E	For Valuations \$12,000,000	Valuation	\$158,271	NONE	15164	7/24/2018
I A1 e (1)	Community Development - B&E	For Valuation exceeding \$450,000 up to \$12,000,000 add percentage for valuation in excess of \$450,000	Valuation	1.10%	NONE	15164	7/24/2018
I A2	Community Development - B&E	2. Development Services Improvement Plan Cost Estimate percent of estimate of improvement cost	Valuation	10%	NONE	15164	7/24/2018
I A3	Community Development - B&E	3. Monitoring Wells/Borings in the Public Right of Way	EACH	\$124.00	NONE	15164	7/24/2018
I A4 a	Community Development - B&E	4a. Hourly Plan Review Fee for other Services - Technician	per hour	\$165.00	NONE	15164	7/24/2018
I A4 b	Community Development - B&E	4b. Hourly Plan Review Fee for other Services - Engineer	per hour	\$194.00	NONE	15164	7/24/2018
I B 1	Community Development - B&E	For Industrial-Commercial Development			NONE		
I B 1a	Community Development - B&E	Traffic-Model update	EACH	320.18	NONE	14314	41387
I B 1c	Community Development - B&E	Traffic Engineering Plan Review	EACH	\$1,535.00	NONE	15164	7/24/2018
I B 2 Title	Community Development - B&E	For Residential Development			NONE		
I B 2a	Community Development - B&E	Traffic-Model update	EACH	\$320.18	NONE	14314	4/23/2013
I B 2c	Community Development - B&E	Traffic Engineering Plan Review	EACH	955	NONE	15164	43305
I B 3 Title	Community Development - B&E	For Commercial/Industrial and Residential Development			NONE		
I B 3a	Community Development - B&E	EIR Traffic Review	EACH	Actual Cost	NONE	14314	4/23/2013
I B 3b	Community Development - B&E	Traffic/Parking Study Review	EACH	Actual Cost	NONE	14314	4/23/2013
I B 3c	Community Development - B&E	Engineering review of EIR, Specific Plan, or Infrastructure Study per hour	EACH	194	NONE	15164	43305
I B 3d	Community Development - B&E	For a major modification Commercial	EACH	1285	NONE	15164	7/24/2018
I B 3e	Community Development - B&E	For a major modification Residential	EACH	1285	NONE	15164	7/24/2018
I B 3f	Community Development - B&E	For a minor modification Commercial or Industrial	EACH	\$770.00	NONE	15134	7/24/2018
I B 3g	Community Development - B&E	For a minor modification Residential	EACH	\$515.00	NONE	15164	7/24/2018
I B 3h	Community Development - B&E	For a Pre-Development Advisory Committee	EACH	\$705.00	NONE	15164	7/24/2018
I B Title	Community Development - B&E	Building and Engineering Planning Permit Processing Fees			NONE		
I B1b	Community Development - B&E	Engineering Plan Review	EACH	\$2,575.00	NONE	15164	7/24/2018
I B2b	Community Development - B&E	Engineering Plan Review	EACH	\$1,800.00	NONE	15164	7/24/2018
I C 1a	Community Development - B&E	1. Tentative maps and tentative parcel maps	EACH	1760	NONE	15164	43305
I C 1b	Community Development - B&E	plus amount per lot	Each lot	\$145	NONE	15164	7/24/2018
I C 2	Community Development - B&E	2. Fee for engineering review of Infrastructure Study - per hour	per hour	\$194	NONE	15164	7/24/2018
I C 3a	Community Development - B&E	3. Map checking fee for final and final parcel maps (Deposit)	Staff time	\$7,000	NONE	15164	7/24/2018
I C 3b	Community Development - B&E	plus amount per lot	EACH	\$50	NONE	15164	7/24/2018
I C 4a	Community Development - B&E	4. Fee for a waiver of parcel maps (Deposit)	Staff time	\$3,000	NONE	15164	7/24/2018
I C 4b	Community Development - B&E	plus amount per lot	EACH	\$50	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
I C 5a	Community Development - B&E	5. Review of an application for merger of parcels	Staff time	\$3,000	NONE	15164	7/24/2018
I C 5b	Community Development - B&E	plus amount per lot	EACH	\$50	NONE	15164	7/24/2018
I C 6a	Community Development - B&E	6. Review of an application for lot line adjustment	Staff time	\$3,000	NONE	15164	7/24/2018
I C 6b	Community Development - B&E	plus amount per lot	EACH	\$50	NONE	15164	7/24/2018
I C Title	Community Development - B&E	C. Development Services' Tract and Parcel Map Checking Fees			NONE		
I D 1	Community Development - B&E	50 cubic yards or less	EACH	65	NONE	15164	43305
I D 10	Community Development - B&E	801-900 cubic yards	EACH	\$466.00	NONE	15164	7/24/2018
I D 11	Community Development - B&E	901-1000 cubic yards	EACH	\$492.00	NONE	15164	7/24/2018
I D 12	Community Development - B&E	\$492 for the first 10,000 cubic yards, plus	EACH	\$492.00	NONE	15164	7/24/2018
I D 12a	Community Development - B&E	\$34.11 for each additional 10,000 cubic yards or fraction thereof	Each add 10,000 cyds	\$34.11	NONE	15164	7/24/2018
I D 13	Community Development - B&E	\$799 for the first 10,000 cubic yards, plus	EACH	\$799.99	NONE	15164	7/24/2018
I D 13a	Community Development - B&E	\$18.10 for each additional 10,000 cubic yards or fraction thereof	Each add 10,000 cyds	\$18.10	NONE	15164	7/24/2018
I D 14	Community Development - B&E	\$980 for the first 200,000 cubic yards, plus	EACH	\$980.00	NONE	15164	7/24/2018
I D 14a	Community Development - B&E	\$7.95 for each additional 10,000 cubic yards or fraction thereof	Each add 10,000 cyds	\$7.95	NONE	15164	7/24/2018
I D 2	Community Development - B&E	51-100 cubic yards	EACH	\$97.00	NONE	15164	7/24/2018
I D 3	Community Development - B&E	101-200 cubic yards	EACH	\$143.00	NONE	15164	7/24/2018
I D 4	Community Development - B&E	201-300 cubic yards	EACH	\$190.00	NONE	15164	7/24/2018
I D 5	Community Development - B&E	301-400 cubic yards	EACH	\$235.00	NONE	15164	7/24/2018
I D 6	Community Development - B&E	401-500 cubic yards	EACH	\$279.00	NONE	15164	7/24/2018
I D 7	Community Development - B&E	501-600 cubic yards	EACH	\$324.00	NONE	15164	7/24/2018
I D 8	Community Development - B&E	601-700 cubic yards	EACH	\$373.00	NONE	15164	7/24/2018
I D 9	Community Development - B&E	701-800 cubic yards	EACH	\$420.00	NONE	15164	7/24/2018
I D Title	Community Development - B&E	D. Development Services Grading Plan Checking Fees			NONE		
I E 1	Community Development - B&E	1. Address Change	EACH	62	NONE	15164	43305
I E 2	Community Development - B&E	2. Flood Hazard Letter	EACH	\$62.00	NONE	15164	7/24/2018
I E 3	Community Development - B&E	3. Sewer and Water Availability Letter	EACH	\$62.00	NONE	15164	7/24/2018
I E 4	Community Development - B&E	4. Traffic Review and Detour Plans Prepared by Civil Engineer, Traffic Engineer, or Barricade Company	EACH	\$194.00	NONE	15164	7/24/2018
I E 5	Community Development - B&E	5. All other services request - Non Engineering - (research for building records, engineering records, engineering drawing originals, etc.) (minimum 1/4 hour or \$164 per hour)	Staff Cost	\$164.00	NONE	15164	7/24/2018
I E 6	Community Development - B&E	6. All other services request - Engineering - (1/4 hour minimum or \$194 per hour, whichever is greater)	Staff Cost	\$164.00	NONE	15164	7/24/2018
I E Title	Community Development - B&E	Development Services' Special Services			NONE		
II A 1	Community Development - B&E	For Cost of Improvements of \$0 to \$35,000	EACH	0.0583	NONE	15164	43305
II A 2	Community Development - B&E	For Cost of Improvements of \$35,000 to \$150,000	EACH	2041	NONE	15164	43305
II A 2a	Community Development - B&E	a. plus noted percent for estimated cost of improvements over \$35,000 up to \$150,000	Noted	4.20%	NONE	15164	7/24/2018
II A 3	Community Development - B&E	4. For Cost of Improvements of \$150,000	EACH	\$6,848.00	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
II A 3a	Community Development - B&E	4a. plus noted percent for estimated cost of improvements over \$150,000	Noted	2.97%	NONE	15164	7/24/2018
II A Title	Community Development - B&E	Public Improvement Inspection Fees			NONE		
II B 1	Community Development - B&E	1. 100 cubic yards or less	EACH	14300.00%	NONE	15164	7/24/2018
II B 2	Community Development - B&E	2. 101 to 1,000 cubic yards			NONE		
II B 2a	Community Development - B&E	2a. \$ ____ for the first 100 cubic yards, plus	EACH	\$143.00	NONE	15164	7/24/2018
II B 2b	Community Development - B&E	2b. \$ ____ for each additional 100 cubic yards or fraction thereafter	Noted	40.89	NONE	15164	43305
II B 3	Community Development - B&E	3. 1,001 to 10,000 cubic yards			NONE		
II B 3a	Community Development - B&E	3a. \$ ____ for the first 1000 cubic yards, plus	EACH	\$511.00	NONE	15164	7/24/2018
II B 3b	Community Development - B&E	3b. \$ ____ for each additional 1,000 cubic yards or fraction thereof	Noted	34.11	NONE	15164	43305
II B 4	Community Development - B&E	10,001 to 100,000 cubic yards			NONE		
II B 4a	Community Development - B&E	4a. \$ ____ for the first 10,000 cubic yards, plus	EACH	\$818.00	NONE	15164	7/24/2018
II B 4b	Community Development - B&E	4b. \$ ____ for each additional 10,000 cubic yards or fraction thereof	Noted	154.44	NONE	15164	43305
II B 5	Community Development - B&E	5. 100,000 cubic yards or more			NONE		
II B 5a	Community Development - B&E	5a. \$ ____ for the first 10,000 cubic yards, plus	EACH	\$2,208.00	NONE	15164	7/24/2018
II B 5b	Community Development - B&E	5b. \$ ____ for each additional 10,000 cubic yards or fraction thereof	Noted	86.35	NONE	15164	43305
II B Title	Community Development - B&E	Grading Inspection Fees			NONE		
II Title	Community Development - B&E	Development Services' Inspection Fees Plan Check and Processing Fee			NONE		
III A	Community Development - B&E	General Single Encroachment and Site Improvement Permit	EACH	125	NONE	15164	43305
III B 1	Community Development - B&E	Annual Multiple Encroachment Permit	EACH	\$580.00	NONE	15164	7/24/2018
III B 1a	Community Development - B&E	1a. Each excavation under multiple permit	EACH	\$55.00	NONE	15164	7/24/2018
III B 1b	Community Development - B&E	1b. Each pole installation, removal or relocation	EACH	\$55.00	NONE	15164	7/24/2018
III Title	Community Development - B&E	Encroachment Permit Fees			NONE		
IV A	Community Development - B&E	1. Accessible curb ramp (each)	EACH	390	NONE	15164	43305
IV AA	Community Development - B&E	27. Water main hot top (each)	EACH	\$785.00	NONE	15164	7/24/2018
IV B	Community Development - B&E	2. Construction material in right-of-way (each 5 days or portion thereof)	EACH	\$155.00	NONE	15164	7/24/2018
IV BB	Community Development - B&E	28. Water service installation 2" or smaller/each service, plus additional fee based on paving repair required	EACH	\$785.00	NONE	15164	7/24/2018
IV C	Community Development - B&E	3. Construction of commercial driveway (each opening)	EACH	\$860.00	NONE	15164	7/24/2018
IV CC	Community Development - B&E	29. Water service installation 3" or larger/each service, plus additional fee based on paving repair required	EACH	\$1,020.00	NONE	15164	7/24/2018
IV D	Community Development - B&E	4. Construction of residential driveway (each opening)	EACH	\$315.00	NONE	15164	7/24/2018
IV DD	Community Development - B&E	30. Inspections Not Listed (per hour)	Staff time	\$155.00	NONE	15164	7/24/2018
IV E	Community Development - B&E	5. Dock pilings (first pile)	EACH	\$235.00	NONE	15164	7/24/2018
IV EE	Community Development - B&E	31. Encroachment Permit Plan Review (per hour) (Plans Examiner)	Staff time	\$165.00	NONE	15164	7/24/2018
IV F	Community Development - B&E	6. Dock pilings (each additional pile)	Noted	\$155.00	NONE	15164	7/24/2018
IV G	Community Development - B&E	7. Excavations-each location (100 square feet or less of excavated surface area earthwork only)	EACH	235	NONE	15164	7/24/2018
IV H	Community Development - B&E	8. Excavations-additional (trenching over 100 square feet/per square foot)	EACH	\$1.17	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
IV I	Community Development - B&E	9. Fire flow test (each) Construction Inspection Personnel	EACH	\$92.95	NONE	15164	7/24/2018
IV J	Community Development - B&E	10. Fire flow test (each) Water Personnel (Ord. 2859)	EACH	\$150.00	NONE	15164	7/24/2018
IV K	Community Development - B&E	11. Fire flow test (each) Water Usage (Ord. 2859, based on \$4.30 per HCF construction water usage, additional same location)	EACH	\$100.00	NONE	15164	7/24/2018
IV L	Community Development - B&E	12. Fire flow test (each) Construction Expert	EACH	\$155.00	NONE	15164	7/24/2018
IV M	Community Development - B&E	13. Fire flow test, Additional (same location, each)	EACH	\$80.00	NONE	15164	7/24/2018
IV N	Community Development - B&E	14. Fire hydrant installation (no hot top)	EACH	\$470.00	NONE	15164	7/24/2018
IV O	Community Development - B&E	15. Fire line back flow (no hot top)	EACH	\$550.00	NONE	15164	7/24/2018
IV P	Community Development - B&E	16. Monitoring wells/borings in the right-of-way (traffic review of detour plans required on all thoroughfares)	EACH	\$155.00	NONE	15164	7/24/2018
IV Q	Community Development - B&E	17. Monitoring walls/borings in the right-of-way, additional (each additional well/boring site)	EACH	\$40.00	NONE	15164	7/24/2018
IV R	Community Development - B&E	18. Paving repair (100 square fee or less of excavated surface area)	EACH	\$235.00	NONE	15164	7/24/2018
IV S	Community Development - B&E	19. Paving repair-additional (paving over 100 square fee/per square foot)	EACH	\$1.17	NONE	15164	7/24/2018
IV T	Community Development - B&E	20. Sewer tie-in (existing lateral, each)	EACH	\$470.00	NONE	15164	7/24/2018
IV Title	Community Development - B&E	Inspection Fees			NONE		
IV U	Community Development - B&E	21. Sewer tie-in (new connection to main if less than 5' deep, each)	EACH	\$1,175.00	NONE	15164	7/24/2018
IV V	Community Development - B&E	22. Sewer tie-in (new connection to main if more than 5' deep, each)	EACH	\$1,485.00	NONE	15164	7/24/2018
IV W	Community Development - B&E	23. Traffic detour inspection	EACH	\$155.00	NONE	15164	7/24/2018
IV X	Community Development - B&E	24. Tree trimming and/or stump removal per location (first day)	EACH	\$155.00	NONE	15164	7/24/2018
IV Y	Community Development - B&E	25. Tree trimming and/or stump removal per location (each additional)	EACH	\$155.00	NONE	15164	7/24/2018
IV Z	Community Development - B&E	26. Utility potholing (each)	EACH	\$315.00	NONE	15164	7/24/2018
IX A	Community Development - B&E	Copies of imaged documents (Microfilm & C.D.) + reserach fees			NONE		
IX A	Community Development - B&E	Model Code Fees			NONE		
IX A10	Community Development - B&E	Pre-Move Inspection Fee			NONE		
IX A10 a	Community Development - B&E	Pre-Move Inspection Fee-Residential	EACH	0.0961	NONE	14314	41387
IX A10 b	Community Development - B&E	Pre-Move Inspection Fee-Garage, Attached or Detached	EACH	\$0.06	NONE	14314	4/23/2013
IX A10 c	Community Development - B&E	Pre-Move Inspection Fee-Commercial/Industrial	EACH	\$0.10	NONE	14314	4/23/2013
IX A11	Community Development - B&E	Energy Conservation Fee			NONE	14314	4/23/2013
IX A11 a	Community Development - B&E	Energy Conservation Fee-Residential Buildings	EACH	\$0.06	NONE	14314	4/23/2013
IX A11 b	Community Development - B&E	Energy Conservation Fee-Non-Residential Buildings	EACH	0.093	NONE	14314	41387
IX A12	Community Development - B&E	Appeals Hearing Fee	EACH	\$214.83	NONE	14314	4/23/2013
IX A13	Community Development - B&E	Demolition Permit Fee			NONE		
IX A13 a	Community Development - B&E	Demolition Permit Fee-Inspection Fee - Buildings and Structures with Floor Area (each)	EACH	147	NONE	15164	43305
IX A13 b	Community Development - B&E	Demolition Permit Fee-Inspection Fee - Structures without Floor Area or Development Credits (each)	EACH	88.2	NONE	15164	7/24/2018
IX A13 c	Community Development - B&E	Plan Review Fee as percent of permit (change to hourly plan review)	EACH	0.85	NONE	15164	43305
IX A14	Community Development - B&E	Other Inspection and Plan Check Fees			NONE		

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IX A14a	Community Development - B&E	Other Inspection and Plan Check Fees-Re-Inspection fees assessed	EACH	14700%	NONE	15164	7/24/2018
IX A14b	Community Development - B&E	Other Inspection and Plan Check Fees-Inspections for which no fee is specifically provided			NONE		
IX A14c	Community Development - B&E	Other Inspection and Plan Check Fees-Inspections outside of normal business hours	EACH	212.6	NONE	15164	43305
IX A15	Community Development - B&E	Permit Issuance			NONE		
IX A15 a	Community Development - B&E	For the issuance of each permit or revision during the same visit (each)	EACH	45	NONE	15164	7/24/2018
IX A15 b	Community Development - B&E	For the issuance of each supplemental permit for the same project (each additional)	EACH	\$15.00	NONE	15164	7/24/2018
IX A16	Community Development - B&E	Photovoltaic System Permit Fees			NONE		
IX A16a	Community Development - B&E	Building Permit Fee Basis does not include panels			NONE		
IX A16b	Community Development - B&E	Electrical Permit Fee for Comm., Indust., and Multi-Family Buildings			NONE		
IX A16b (2)(a)	Community Development - B&E	for each kw above 500 kw up to a maximum for 1,724.13 (per kw)	EACH	1.03	NONE	15164	7/24/2018
IX A16b(1)	Community Development - B&E	0 to 100 kw (each)	EACH	413.13	NONE	15164	7/24/2018
A16b(1)(a)	Community Development - B&E	for each kw above 100 up to 500 kw (per kw)	EACH	1.31	NONE	15164	7/24/2018
IX A16b(2)	Community Development - B&E	greater than 500 kw (each)	EACH	937.13	NONE	15164	43305
IX A16c	Community Development - B&E	Electrical Permit Fee for Single Family Dwellings	EACH	\$96.05	NONE	15164	7/24/2018
IX A17	Community Development - B&E	New Construction Permits for Electrical, Mechanical, or Plumbing Trades			NONE		
IX A17a	Community Development - B&E	Electrical permit as percent of the building permit fee	EACH	\$0.13	NONE	15164	7/24/2018
IX A17b	Community Development - B&E	Mechanical permit as a percent of the building permit fee	EACH	\$0.07	NONE	15164	7/24/2018
IX A17c	Community Development - B&E	Plumbing permit as a percent of the building permit fee	EACH	\$0.13	NONE	15164	7/24/2018
IX A1b	Community Development - B&E	\$751-\$3,000	EACH	\$31.50	NONE	14314	4/23/2013
IX A1b (1)	Community Development - B&E	above plus percentage of valuation over \$750	Noted	\$0.03	NONE	14314	4/23/2013
IX A1c	Community Development - B&E	\$3,001 to \$37,500	EACH	97.88	NONE	14314	41387
IX A1c (1)	Community Development - B&E	above plus percentage of valuation over \$3,000	Noted	\$0.01	NONE	14314	4/23/2013
IX A1d	Community Development - B&E	\$37,501 to \$75,000	EACH	\$525.68	NONE	14314	4/23/2013
IX A1d (1)	Community Development - B&E	above plus percentage of valuation over \$37,500	Noted	0.0088	NONE	14314	4/23/2013
IX A1e	Community Development - B&E	\$75,001 to \$150,000	EACH	85568%	NONE	14314	4/23/2013
IX A1e (1)	Community Development - B&E	above plus percentage of valuation over \$75,000	Noted	0.0065	NONE	14314	41387
IX A1f	Community Development - B&E	\$150,001 to \$750,000	EACH	1343.18	NONE	14314	4/23/2013
IX A1f (1)	Community Development - B&E	above plus for percentage of valuation over \$150,000	Noted	0.0047	NONE	14314	4/23/2013
IX A1g	Community Development - B&E	\$750,001 to \$1,500,000	EACH	4163.18	NONE	14314	4/23/2013
IX A1g (1)	Community Development - B&E	above plus percentage of valuation over \$750,000	Noted	0.0041	NONE	14314	4/23/2013
IX A1h	Community Development - B&E	\$1,500,001 and up	EACH	7238.18	NONE	14314	4/23/2013
IX A1h (1)	Community Development - B&E	above plus percentage of valuation over \$1,500,000	Noted	0.003	NONE	14314	4/23/2013
IX A2	Community Development - B&E	Plan Review Fees			NONE		
IX A2a	Community Development - B&E	Building Plan Review Fee as percentage of Building Permit Fee	EACH	0.85	NONE	15164	43305
IX A2b	Community Development - B&E	Accessibility Plan Review fee as percentage of Building Permit	EACH	\$0.20	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
IX A2c	Community Development - B&E	Electrical, Mechanical, and Plumbing Plan Review Fee 60% BP Fee	EACH	\$0.60	NONE	15164	7/24/2018
IX A2d (1)	Community Development - B&E	For additional review services	Noted	Cost Plus 30%	NONE	15164	7/24/2018
IX A2e	Community Development - B&E	Special Projects Plan Review Fee - Deposit Based at full allocated hourly rate	Noted	Hourly	NONE	15164	43305
IX A2f	Community Development - B&E	Additional Plan Review Fee - for changes, incomplete plans, alterations to scope....	Hourly	\$212.00	NONE	15164	7/24/2018
IX A2g	Community Development - B&E	Hourly Plan Review Fee - incomplete plans, revisions, no other fee, etc... (1/2 hour min.)	Hourly	212	NONE	15164	43305
IX A3	Community Development - B&E	Prototype Plan Review Fee for Tract Homes for each additional	EACH	\$0.50	NONE	14314	4/23/2013
IX A4	Community Development - B&E	Investigation/Enforcement Fees			NONE		
IX A4a	Community Development - B&E	Investigation Fee	Hourly		NONE	15164	7/24/2018
IX A4b	Community Development - B&E	Enforcement Fee	Hourly		NONE	15164	7/24/2018
IX A4c	Community Development - B&E	Re-inspection Fee	Hourly		NONE	15164	43305
IX A5	Community Development - B&E	Certificate of Occupancy Fee			NONE		
IX A5a	Community Development - B&E	Certificate of Occupancy Fee-Under 5,000 sq. ft.	EACH	92.95	NONE	14314	41387
IX A5b	Community Development - B&E	Certificate of Occupancy Fee-greater than 5,000 to 10,000 sq. ft.	EACH	\$129.10	NONE	14314	4/23/2013
IX A5c	Community Development - B&E	Certificate of Occupancy Fee-greater than 10,000 to 50,000 sq. ft.	EACH	\$149.76	NONE	14314	4/23/2013
IX A5d	Community Development - B&E	Certificate of Occupancy Fee-greater than 50,000 to 100,000 sq. ft.	EACH	\$180.75	NONE	14314	4/23/2013
IX A5e	Community Development - B&E	Certificate of Occupancy Fee-Each additional 5,000 sq. ft. or fraction thereof	EACH	\$31.50	NONE	14314	4/23/2013
IX A6	Community Development - B&E	Report of Building Records Fee - Minimum charge	EACH	\$45.00	NONE	15164	7/24/2018
IX A6a	Community Development - B&E	Minimum charge hour	Hourly	73.02	NONE	15164	43305
IX A7	Community Development - B&E	Imaging Fee			NONE		
IX A7 a	Community Development - B&E	Imaging Fee-11" by 17" and smaller sheet	EACH	137%	NONE	14314	4/23/2013
IX A7 b	Community Development - B&E	Imaging Fee-larger than 11" by 17"	EACH	167%	NONE	14314	4/23/2013
IX A8	Community Development - B&E	Imaging Fee-Microfilm Document Copy Fee	EACH	Cost	NONE	14314	41387
IX A9	Community Development - B&E	Moving of Building Permit Fee as percent of value after relocation	EACH	0.01	NONE	14314	41387
IX Aa	Community Development - B&E	8 1/2" x 11" and up to 11" x 17" per copy (each)	EACH	\$1.85	NONE	14314	4/23/2013
IX Ab	Community Development - B&E	Over 11" x 17" per copy (each)	EACH	\$5.00	NONE	14314	4/23/2013
IX B	Community Development - B&E	Copies of Vellum (Reproducible) + research fees			NONE		
IX B	Community Development - B&E	Fee Refunds - Minimum Withholding			NONE		
IX B1	Community Development - B&E	Erroneously paid or collected - no change			NONE		
IX B2	Community Development - B&E	Refund cost recovery of building permit no work down - 80% max, not less than	EACH	\$61.97	NONE	14314	4/23/2013
IX B3	Community Development - B&E	Refund cost recovery of plan review fees no work done - 80% max, not less than	EACH	\$61.97	NONE	14314	4/23/2013
IX B4	Community Development - B&E	Time limit for refund - No Change			NONE		
IX Ba	Community Development - B&E	8 1/2 x 11" and 8 1/2" x 14" per copy	EACH	\$2.00	NONE	14314	4/23/2013
IX Bb	Community Development - B&E	11" x 17" per copy	EACH	300.00%	NONE	14314	4/23/2013
IX Bc	Community Development - B&E	18" x 24" per copy	EACH	\$3.50	NONE	14314	4/23/2013
IX Bd	Community Development - B&E	24" x 36" per copy	EACH	600.00%	NONE	14314	4/23/2013

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
IX Be	Community Development - B&E	30" x 42" per copy	EACH	\$8.50	NONE	14314	4/23/2013
IX Bf	Community Development - B&E	36" x 48" per copy	EACH	1100.00%	NONE	14314	4/23/2013
IX C	Community Development - B&E	Building Permit Fees			NONE		
IX C	Community Development - B&E	Copies on Bond + Research Fees			NONE		
IX C1	Community Development - B&E	8 1/2" x 11" and 8 1/2" x 14" per copy	EACH	\$1.00	NONE	14314	4/23/2013
IX C1	Community Development - B&E	Building Permit Fees for given Valuation			NONE		
IX C1a	Community Development - B&E	\$1-\$750	EACH	\$31.50	NONE	14314	4/23/2013
IX C2	Community Development - B&E	11" x 17" per copy	EACH	200.00%	NONE	14314	4/23/2013
IX C3	Community Development - B&E	18" x 24" per copy	EACH	2.5	NONE	14314	41387
IX C4	Community Development - B&E	24" x 36" per copy	EACH	5	NONE	14314	41387
IX C5	Community Development - B&E	30" x 42" per copy	EACH	7.5	NONE	14314	4/23/2013
IX C6	Community Development - B&E	36" x 48" per copy	EACH	10	NONE	14314	4/23/2013
IX C7	Community Development - B&E	Research Fees - For all documents, copies, drawings, reproduces, etc., that require research to locate and retrieve the Building and Engineering Division shall charge a fee of \$18.00 minimum or \$72.00 per hour, whichever is larger for research along with the above copying fees.		\$72.00/hr	NONE	15164	7/24/2018
IX D	Community Development - B&E	Electrical Permit Fees			NONE		
IX D1	Community Development - B&E	New Residential Buildings			NONE		
IX D10	Community Development - B&E	Busyways - for trolley and plug-in type busyways, each 100 feet	EACH	\$9.89	NONE	14314	4/23/2013
IX D11	Community Development - B&E	Signs, Outline Lighting, and Marquees			NONE		
IX D11a	Community Development - B&E	Signs, outline lighting systems, or marquees, supplied from one branch circuit, each unit	EACH	\$30.93	NONE	14314	4/23/2013
IX D11b	Community Development - B&E	For each additional branch circuit within the same sign, outline lighting system, or marquee each unit	EACH	6.24	NONE	14314	41387
IX D12	Community Development - B&E	Services			NONE		
IX D12a	Community Development - B&E	For services of 600 volts or less and			NONE		
IX D12a (1)	Community Development - B&E	not over 200 amperes in rating each unit	EACH	38.54	NONE	14314	41387
IX D12a (2)	Community Development - B&E	over 200 amperes to 1,000 amperes in rating, each unit	EACH	\$79.11	NONE	14314	4/23/2013
IX D12b	Community Development - B&E	For services over 600 volts or over 1,000 amperes in rating, each unit	EACH	\$157.20	NONE	14314	4/23/2013
IX D13	Community Development - B&E	Miscellaneous Apparatus, Conduits, and Conductors	EACH	23.33	NONE	14314	41387
IX D1a	Community Development - B&E	New Multi Family Dwellings (each)	EACH	\$0.06	NONE	14314	4/23/2013
IX D1b	Community Development - B&E	New Single and Two Family Dwellings (each)	EACH	\$0.08	NONE	14314	4/23/2013
IX D1c	Community Development - B&E	Associated Garages and Carports (each)	EACH	\$0.31	NONE	14314	4/23/2013
IX D2	Community Development - B&E	Private Swimming Pools (each)	EACH	\$62.37	NONE	14314	4/23/2013
IX D3	Community Development - B&E	Carnivals and Circuses			NONE		
IX D3a	Community Development - B&E	Electrical Generators (each)	EACH	\$30.93	NONE	14314	4/23/2013
IX D3b	Community Development - B&E	Mechanical driven rides and attractions with electrical lighting (each)	EACH	10.14	NONE	14314	41387
IX D3c	Community Development - B&E	System or area and booth lighting, each unit	EACH	\$10.14	NONE	14314	4/23/2013

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
IX D4	Community Development - B&E	Temporary Power Service	EACH		NONE		
IX D4a	Community Development - B&E	Temp Power Pole (each)	EACH	\$30.93	NONE	14314	4/23/2013
IX D4b	Community Development - B&E	Temp distribution system (each)	EACH	\$16.02	NONE	14314	4/23/2013
IX D5	Community Development - B&E	Receptacle, Switch, and Lighting Outlets			NONE		
IX D5a	Community Development - B&E	First 20, each unit	EACH	\$1.57	NONE	14314	4/23/2013
IX D5b	Community Development - B&E	Additional outlets, each unit	EACH	0.96	NONE	14314	41387
IX D6	Community Development - B&E	Lighting Fixtures			NONE		
IX D6a	Community Development - B&E	First 20, each unit	EACH	\$1.57	NONE	14314	4/23/2013
IX D6b	Community Development - B&E	Additional fixtures, each unit	EACH	0.96	NONE	14314	41387
IX D6c	Community Development - B&E	For pole or platform-mounted lighting fixtures, each unit	EACH	1.57	NONE	14314	41387
IX D6d	Community Development - B&E	For theatrical-type lighting fixtures or assemblies, each unit	EACH	\$1.57	NONE	14314	4/23/2013
IX D7	Community Development - B&E	Residential Appliances	EACH	\$6.24	NONE	14314	4/23/2013
IX D8	Community Development - B&E	Non-Residential Appliances	EACH	\$6.24	NONE	14314	4/23/2013
IX D9	Community Development - B&E	Power Apparatus - Motors, generators, transformers, rectifiers, etc...			NONE		
IX D9a	Community Development - B&E	First unit, each	EACH	6.24	NONE	14314	41387
IX D9b	Community Development - B&E	Over one, but not over 10, each unit	EACH	\$15.72	NONE	14314	4/23/2013
IX D9c	Community Development - B&E	Over 10, but not over 50, each unit	EACH	\$30.93	NONE	14314	4/23/2013
IX D9d	Community Development - B&E	Over 50, but not over 100, each unit	EACH	\$60.85	NONE	14314	4/23/2013
IX D9e	Community Development - B&E	Over 100, each unit	EACH	\$95.33	NONE	14314	4/23/2013
IX E	Community Development - B&E	Mechanical Permit Fees			NONE		
IX E1	Community Development - B&E	Each forced-air or gravity-type furnace up to 100,000 BTU/h	EACH	\$19.11	NONE	14314	4/23/2013
IX E10	Community Development - B&E	Each boiler or compressor over 30 HP, up to and including 50 HP, or for each absorption system over 1,000,000 BTU/h, up to and including 1,750,000 BTU/h	EACH	\$71.27	NONE	14314	4/23/2013
IX E11	Community Development - B&E	Each boiler or refrigeration compressor over 50 HP, or each absorption system over 1,750,000 BTU/h	EACH	\$118.78	NONE	14314	4/23/2013
IX E12	Community Development - B&E	For each air-handling unit, up to and including 10,000 cubic feet per minute, including attached ducts	EACH	\$13.94	NONE	14314	4/23/2013
IX E13	Community Development - B&E	For each air-handling unit over 10,000 cfm	EACH	\$23.76	NONE	14314	4/23/2013
IX E14	Community Development - B&E	For each evaporative cooler other than a portable type (each)	EACH	\$13.94	NONE	14314	4/23/2013
IX E15	Community Development - B&E	For each ventilation fan connected to a single duct (each)	EACH	\$10.07	NONE	14314	4/23/2013
IX E16	Community Development - B&E	For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	EACH	\$13.94	NONE	14314	4/23/2013
IX E17	Community Development - B&E	For the installation of each hood which is served by mechanical exhaust, including ducts for such hood	EACH	\$13.94	NONE	14314	4/23/2013
IX E18	Community Development - B&E	For the installation or relocation of each commercial or industrial type incinerator	EACH	\$97.09	NONE	14314	4/23/2013
IX E19	Community Development - B&E	Each appliance or piece of equipment regulated by the code	EACH	\$13.94	NONE	14314	4/23/2013
IX E2	Community Development - B&E	Each forced-air or gravity-type furnace over 100,000 BTU/h	EACH	\$23.76	NONE	14314	4/23/2013
IX E20	Community Development - B&E	Fuel/Gas Piping			NONE		
IX E20a	Community Development - B&E	For each gas piping system up to and including four outlets (each)	EACH	\$5.53	NONE	14314	4/23/2013

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
IX E20b	Community Development - B&E	For each gas piping system of five or more outlets, each outlet	EACH	1.39	NONE	14314	41387
IX E21	Community Development - B&E	Process Piping			NONE		
IX E21a	Community Development - B&E	For each hazardous process piping (HPP) system up to and including four outlets	EACH	\$9.04	NONE	14314	4/23/2013
IX E21b	Community Development - B&E	For each piping system of five or more outlets, each outlet	EACH	1.86	NONE	14314	41387
IX E21c	Community Development - B&E	For each non-hazardous process piping (NPP) system, up to and including four outlets	EACH	\$3.61	NONE	14314	4/23/2013
IX E21d	Community Development - B&E	For each piping system of five or more outlets, each outlet	EACH	\$0.93	NONE	14314	4/23/2013
IX E3	Community Development - B&E	Floor Furnace	EACH	\$19.11	NONE	14314	4/23/2013
IX E4	Community Development - B&E	Suspended heater, recessed wall heater or floor-mounted unit heater	EACH	\$19.11	NONE	14314	4/23/2013
IX E5	Community Development - B&E	Each appliance duct or vent system installed	EACH	9.81	NONE	14314	41387
IX E6	Community Development - B&E	Each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system	EACH	\$19.11	NONE	14314	4/23/2013
IX E7	Community Development - B&E	Each boiler or compressor up to and including three HP, or each absorption system up to and including 100,000 BTU/h	EACH	\$19.11	NONE	14314	4/23/2013
IX E8	Community Development - B&E	Each boiler or compressor over three HP, up to and including 15 HP, or each absorption system over 100,000 BTU/h, up to and including 500,000 BTU/h	EACH	\$35.63	NONE	14314	4/23/2013
IX E9	Community Development - B&E	Each boiler or compressor over 15 HP, up to and including 30 HP, or each absorption system over 500,000 BTU/h, up to and including 1,000,000 BTU/h	EACH	\$46.48	NONE	14314	4/23/2013
IX F	Community Development - B&E	Plumbing Permit Fees			NONE		
IX F1	Community Development - B&E	For each plumbing fixture, trap or set of fixtures on one trap	EACH	\$12.39	NONE	14314	4/23/2013
IX F10	Community Development - B&E	For each lawn sprinkler system on any one meter, including backflow protection devices thereof	EACH	\$19.11	NONE	14314	4/23/2013
IX F11	Community Development - B&E	For atmospheric-type vacuum breakers not included in item 12 below	EACH		NONE		
IX F11a	Community Development - B&E	1 to 5 units (each)	EACH	\$16.01	NONE	14314	4/23/2013
IX F11b	Community Development - B&E	Over 5, each unit	EACH	\$3.61	NONE	14314	4/23/2013
IX F12	Community Development - B&E	For each backflow protective device, other than atmospheric-type vacuum breakers			NONE		
IX F12a	Community Development - B&E	2 inches or smaller (each)	EACH	\$16.01	NONE	14314	4/23/2013
IX F12b	Community Development - B&E	Over 2 inches (each)	EACH	\$31.50	NONE	14314	4/23/2013
IX F13	Community Development - B&E	For each gas piping system, up to and including four outlets	EACH	6.3	NONE	14314	41387
IX F14	Community Development - B&E	For each gas piping system of fire or more outlets, each outlet	EACH	\$1.60	NONE	14314	4/23/2013
IX F15	Community Development - B&E	Swimming Pool, Spa and Hot Tub - Plumbing Permits			NONE		
IX F15a	Community Development - B&E	Public Pool	EACH	\$63.52	NONE	14314	4/23/2013
IX F15b	Community Development - B&E	Private Pool	EACH	\$42.35	NONE	14314	4/23/2013
IX F15c	Community Development - B&E	Pool Filling System	EACH	16.01	NONE	14314	41387
IX F15d	Community Development - B&E	Each water heater and or vent	EACH	\$16.01	NONE	14314	4/23/2013
IX F15e	Community Development - B&E	Gas piping system, each unit	EACH	\$6.30	NONE	14314	4/23/2013
IX F15f	Community Development - B&E	Replacing of piping	EACH	\$6.30	NONE	14314	4/23/2013
IX F15g	Community Development - B&E	Miscellaneous replacements	EACH	\$6.30	NONE	14314	4/23/2013
IX F15h	Community Development - B&E	Backwash receptor	EACH	\$6.30	NONE	14314	4/23/2013

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
IX F2	Community Development - B&E	For each building sewer and each trailer park sewer	EACH	\$31.50	NONE	14314	4/23/2013
IX F3	Community Development - B&E	Rainwater systems per drain (inside buildings)	EACH	\$12.39	NONE	14314	4/23/2013
IX F4	Community Development - B&E	For each industrial waste sample well	EACH	\$25.30	NONE	14314	4/23/2013
IX F5	Community Development - B&E	For each private sewage disposal system	EACH	97.09	NONE	14314	41387
IX F6	Community Development - B&E	For each water heater and/or vent	EACH	16.01	NONE	14314	41387
IX F7	Community Development - B&E	For each industrial waste pre-treatment interceptor, including its trap and vent, excluding kitchen-type grease interceptors functioning as a fixture	EACH	\$25.30	NONE	14314	4/23/2013
IX F8	Community Development - B&E	For installation, alteration, or repair of water piping and/or water treating equipment, each unit	EACH	\$6.30	NONE	14314	4/23/2013
IX F9	Community Development - B&E	For repair or alteration of drainage or vent	EACH	6.3	NONE	14314	41387
IX Title	Community Development - B&E	Copying for Customers			NONE		
IX Title	Community Development - B&E	Plan Checking, Inspections, and other Building Permit Processing Service Fees			NONE		
IXA1	Community Development - B&E	Permit Fee - As noted below or minimum of 1/2 hour	1/2 hour	Inspector Hourly	NONE	15164	7/24/2018
V A	Community Development - B&E	1. Contractors making excavations within the City's paved right of way	Per Square yard of trenched area	\$5.07	NONE	14314	4/23/2013
V B	Community Development - B&E	2. Street cut fee waved for public utilities granted franchises by State or statute or by a franchise agreement with the city	Noted		NONE		
V Title	Community Development - B&E	Street Cut Fee			NONE		
VI A	Community Development - B&E	1. Oversize Single Trip Encroachment Permit	EACH	15	NONE	14314	41387
VI B	Community Development - B&E	2. Oversize Annual Multiple Trip Encroachment Permit (where the same route and identically sized vehicle load used)	EACH	\$75.00	NONE	14314	4/23/2013
VI C	Community Development - B&E	Overweight Single Trip Encroachment Permit I	EACH	\$16.00	NONE	14314	4/23/2013
VI D	Community Development - B&E	Overweight Multiple Trip Encroachment Permit (where the same route is used)	EACH	\$90.00	NONE	14314	4/23/2013
VI E	Community Development - B&E	Inspections (as needed) billed at Cost			NONE		
VI Title	Community Development - B&E	Oversize Load Truck Permit			NONE		
VII	Community Development - B&E	Refunds-Withholding	EACH	\$61.97	NONE	14314	4/23/2013
XI A2d	Community Development - B&E	Consultant Plan Review Fee - Same as noted above for standard projects			NONE		
S-154	Fire	EW FIRE SPRINKLER SYSTEM	EACH	\$95.00	5%	15,164	7/24/2018
S-154	Fire	EW FIRE SPRINKLER SYSTEM	EACH	\$290.00	5%	15,164	7/24/2018
S-154	Fire	EW FIRE SPRINKLER SYSTEM	EACH	VARIES	5%	15,164	7/24/2018
S-154	Fire	EW FIRE SPRINKLER SYSTEM	SQUARE FEET	\$65.00	5%	15164	7/24/2018
S-154	Fire	EW FIRE SPRINKLER SYSTEM	SQUARE FEET	630	5%	15164	7/24/2018
S-155	Fire	EXIST'G FIRE SPRKLR SYS-ALTERATIONS	EACH	\$8.00	5%	15164	7/24/2018
S-155	Fire	EXIST'G FIRE SPRKLR SYS-ALTERATIONS	EACH	\$290.00	5%	15164	7/24/2018
S-155	Fire	EXIST'G FIRE SPRKLR SYS-ALTERATIONS	EACH	\$605.00	5%	15164	7/24/2018
S-155	Fire	EXIST'G FIRE SPRKLR SYS-ALTERATIONS	SERVICE	VARIES	5%	15164	7/24/2018
S-156	Fire	UNDERGROUND WATER LINE PLAN CHECK	APPLICATION	\$200.00	5%	15164	7/24/2018
S-156	Fire	UNDERGROUND WATER LINE PLAN CHECK	SERVICE	VARIES	5%	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-157	Fire	FIXED EXTINGUISHING SYSTEM – BASIC	PERMIT	\$410.00	5%	15164	7/24/2018
S-157	Fire	FIXED EXTINGUISHING SYSTEM – BASIC	SERVICE	VARIES	5%	15164	7/24/2018
S-158	Fire	ANNUAL KITCHEN HOOD SYSTEM PERMIT	PERMIT	\$130.00	5%	15164	7/24/2018
S-159	Fire	NEW FIXED EXT. SYS - SPRAY BOOTH	PERMIT	\$140.00	5%	15164	7/24/2018
S-159	Fire	NEW FIXED EXT. SYS - SPRAY BOOTH	SERVICE	VARIES	5%	15164	7/24/2018
S-160	Fire	EXIST FIXED EXT. SYS - SPRAY BOOTH	PERMIT	\$440.00	5%	15164	7/24/2018
S-161	Fire	ANNUAL SPRAY BOOTH PERMIT	PERMIT	\$95.00	5%	15164	7/24/2018
S-162	Fire	NEW/ALT FIXED EXT. SYS – HALON/CO2	EACH	\$40.00	5%	15164	7/24/2018
S-162	Fire	NEW/ALT FIXED EXT. SYS – HALON/CO2	EACH	\$95.00	5%	15164	7/24/2018
S-162	Fire	NEW/ALT FIXED EXT. SYS – HALON/CO2	EACH	\$410.00	5%	15164	7/24/2018
S-162	Fire	NEW/ALT FIXED EXT. SYS – HALON/CO2	SERVICE	VARIES	5%	15164	7/24/2018
S-163	Fire	NEW FIRE ALARM/DETECTION SYSTEM	EACH	\$40.00	5%	15164	7/24/2018
S-163	Fire	NEW FIRE ALARM/DETECTION SYSTEM	EACH	95	5%	15164	7/24/2018
S-163	Fire	NEW FIRE ALARM/DETECTION SYSTEM	EACH	\$410.00	5%	15164	7/24/2018
S-163	Fire	NEW FIRE ALARM/DETECTION SYSTEM	SERVICE	VARIES	5%	15164	7/24/2018
S-164	Fire	ALTER FIRE ALARM/DETECTION SYSTEM	EACH	\$40.00	5%	15164	7/24/2018
S-164	Fire	ALTER FIRE ALARM/DETECTION SYSTEM	EACH	\$95.00	5%	15164	7/24/2018
S-164	Fire	ALTER FIRE ALARM/DETECTION SYSTEM	EACH	\$390.00	5%	15164	7/24/2018
S-164	Fire	ALTER FIRE ALARM/DETECTION SYSTEM	SERVICE	VARIES	5%	15164	7/24/2018
S-165	Fire	FIRE PREV. DAC REV – COMMERCIAL	APPLICATION	\$1,000.00	5%	15164	7/24/2018
S-166	Fire	FIRE PREV. DAC REV – INDUSTRIAL	APPLICATION	\$905.00	5%	15164	7/24/2018
S-167	Fire	FIRE PREV. DAC REV - RES <8 SF/4 MF	APPLICATION	\$335.00	5%	15164	7/24/2018
S-168	Fire	FIRE PREV. DAC REV - 8-49 SF/4+ MF	APPLICATION	\$1,010.00	5%	15164	7/24/2018
S-169	Fire	FIRE PREV. DAC REV - 50+ SF	APPLICATION	\$1,445.00	5%	15164	7/24/2018
S-170	Fire	FIRE PREVENTION EIR REVIEW	EACH	770	5%	15164	7/24/2018
S-171	Fire	FIRE PREVENTION - TEMP. USE PERMIT	PERMIT	\$310.00	NONE	15164	7/24/2018
S-172	Fire	FIRE PREVENTION - FALSE ALARM REVIEW	REVIEW	\$150.00	NONE	15164	7/24/2018
S-173	Fire	FIRE CODE PERMIT	PERMIT	\$180.00	NONE	15164	7/24/2018
S-174	Fire	RACK/PALLETIZED STORAGE PLAN REVIEW	APPLICATION	\$240.00	5%	15164	7/24/2018
S-174	Fire	RACK/PALLETIZED STORAGE PLAN REVIEW	SERVICE	VARIES	5%	15164	7/24/2018
S-175	Fire	KNOX BOX REVIEW & INSPECTION	PERMIT	\$280.00	NONE	15164	7/24/2018
S-175	Fire	KNOX BOX REVIEW & INSPECTION	SERVICE	VARIES	NONE	15164	7/24/2018
S-176	Fire	CLICK TO ENTER FIRE PERMIT	PERMIT	\$110.00	NONE	15164	7/24/2018
S-177	Fire	PYROTECHNIC DISPLAY PERMIT	PERMIT	\$260.00	NONE	15164	7/24/2018
S-178	Fire	LIC CARE FACILITY PRE-INSPECTION	LOCATION	\$150.00	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-179	Fire	INITIAL FIRE CLEARANCE INSPECTION	LOCATION	165	NONE	15164	7/24/2018
S-179	Fire	INITIAL FIRE CLEARANCE INSPECTION	LOCATION	\$210.00	NONE	15164	7/24/2018
S-180	Fire	ANNUAL INSP -LICENSED CARE FACILITY	INSPECTION	115	NONE	15164	7/24/2018
S-180	Fire	ANNUAL INSP -LICENSED CARE FACILITY	INSPECTION	\$164.00	NONE	15164	7/24/2018
S-180	Fire	ANNUAL INSP -LICENSED CARE FACILITY	INSPECTION	\$260.00	NONE	15164	7/24/2018
S-181	Fire	ANNUAL INSP - STATE MANDATED R1/R2	UNIT(S)	\$115.00	NONE	15164	7/24/2018
S-181	Fire	ANNUAL INSP - STATE MANDATED R1/R2	UNIT(S)	\$165.00	NONE	15164	7/24/2018
S-181	Fire	ANNUAL INSP - STATE MANDATED R1/R2	UNIT(S)	\$210.00	NONE	15164	7/24/2018
S-181	Fire	ANNUAL INSP - STATE MANDATED R1/R2	UNIT(S)	\$305.00	NONE	15164	7/24/2018
S-182	Fire	ANNUAL INSP - HIGH PILED STORAGE	PERMIT	\$210.00	NONE	15164	7/24/2018
S-183	Fire	ANNUAL INSP - HIGH RISE	PERMIT	\$280.00	NONE	15164	7/24/2018
S-184	Fire	PRIV. SCH. ANNUAL FIRE CLEAR INSP	INSPECTION	\$115.00	NONE	15164	7/24/2018
S-185	Fire	5-YEAR FIRE PROTECTION REPORT REV.	EACH	\$130.00	NONE	15164	7/24/2018
S-186	Fire	FIRE PREVENTION FILMING PERMIT	PERMIT	\$150.00	NONE	15164	7/24/2018
S-187	Fire	CANDLES/OPEN FLAME IN ASSEMBLY AREA	PERMIT	\$115.00	NONE	15164	7/24/2018
S-188	Fire	OTC LICENSE FIRE INSPECTION	EACH	\$115.00	NONE	15164	7/24/2018
S-189	Fire	NEW BUSINESS LICENSE FIRE INSPECT	SQUARE FEET	\$90.00	0.05	15164	7/24/2018
S-189	Fire	NEW BUSINESS LICENSE FIRE INSPECT	SQUARE FEET	\$165.00	0.05	15164	7/24/2018
S-189	Fire	NEW BUSINESS LICENSE FIRE INSPECT	SQUARE FEET	\$210.00	0.05	15164	7/24/2018
S-189	Fire	NEW BUSINESS LICENSE FIRE INSPECT	SQUARE FEET	\$305.00	0.05	15164	7/24/2018
S-190	Fire	FIRE OTHER/ADD'L INSPECT/PLAN REV	EACH	\$140.00	0.05	15164	7/24/2018
S-190	Fire	FIRE OTHER/ADD'L INSPECT/PLAN REV	EACH	\$150.00	0.05	15164	7/24/2018
S-190	Fire	FIRE OTHER/ADD'L INSPECT/PLAN REV	EACH	\$280.00	5%	15164	7/24/2018
S-190	Fire	FIRE OTHER/ADD'L INSPECT/PLAN REV	EACH	VARIES	5%	15164	7/24/2018
S-191	Fire	FIRE PREV. CONSULTATION & SEARCHES	HOURL	\$120.00	5%	15164	7/24/2018
S-191	Fire	FIRE PREV. CONSULTATION & SEARCHES	HOURL	\$140.00	5%	15164	7/24/2018
S-192	Fire	CUPA HAZ. MAT. - QUANTITY RANGE #1	PERMIT	\$690.00	NONE	15164	7/24/2018
S-193	Fire	CUPA HAZ. MAT. - QUANTITY RANGE #2	PERMIT	\$1,185.00	NONE	15164	7/24/2018
S-194	Fire	CUPA HAZ. MAT. - QUANTITY RANGE #3	PERMIT	\$1,545.00	NONE	15164	7/24/2018
S-195	Fire	CUPA HAZ. MAT. - QUANTITY RANGE #4	PERMIT	2105	NONE	15164	7/24/2018
S-196	Fire	CUPA HAZ. WASTE - CESQG	PERMIT	\$340.00	NONE	15164	7/24/2018
S-197	Fire	UPA HAZ. WASTE - CESQG-SILVER ONLY	PERMIT	\$225.00	NONE	15164	7/24/2018
S-198	Fire	CUPA HAZARDOUS WASTE - RANGE #1	PERMIT	\$225.00	NONE	15164	7/24/2018
S-199	Fire	CUPA HAZARDOUS WASTE - RANGE #2	PERMIT	\$450.00	NONE	15164	7/24/2018
S-200	Fire	CUPA HAZARDOUS WASTE - RANGE #3	PERMIT	\$900.00	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-201	Fire	CUPA - UNDERGROUND STORAGE TANK	EACH	\$150.00	NONE	15164	7/24/2018
S-201	Fire	CUPA - UNDERGROUND STORAGE TANK	EACH	\$675.00	NONE	15164	7/24/2018
S-202	Fire	CUPA - ABOVEGROUND STORAGE TANK	EACH	\$450.00	NONE	15164	7/24/2018
S-202	Fire	CUPA - ABOVEGROUND STORAGE TANK	EACH	\$900.00	NONE	15164	7/24/2018
S-202	Fire	CUPA - ABOVEGROUND STORAGE TANK	EACH	\$1,200.00	NONE	15164	7/24/2018
S-203	Fire	CALARP FACILITY FEE	YEAR	\$1,850.00	NONE	15164	7/24/2018
S-204	Fire	TIERED PERMIT-COND.AUTH/PMT BY RULE	EACH	\$525.00	NONE	15164	7/24/2018
S-204	Fire	TIERED PERMIT-COND.AUTH/PMT BY RULE	EACH	\$1,050.00	NONE	15164	7/24/2018
S-205	Fire	TIERED PERMIT-CONDITIONALLY EXEMPT	EACH	\$225.00	NONE	15164	7/24/2018
S-205	Fire	TIERED PERMIT-CONDITIONALLY EXEMPT	EACH	\$375.00	NONE	15164	7/24/2018
S-206	Fire	CO2 COMPRESSED GAS FOR BEVERAGES	PERMIT	\$300.00	NONE	15164	7/24/2018
S-207	Fire	NEW UNDERGROUND STOR. TANK PC/INSP	EACH	\$750.00	NONE	15164	7/24/2018
S-207	Fire	NEW UNDERGROUND STOR. TANK PC/INSP	EACH	\$4,505.00	NONE	15164	7/24/2018
S-208	Fire	U/G TANK MODIFICATION/REPAIR INSP.	EACH	\$150.00	NONE	15164	7/24/2018
S-208	Fire	U/G TANK MODIFICATION/REPAIR INSP.	EACH	\$1,200.00	NONE	15164	7/24/2018
S-209	Fire	UNDRGRND STORAGE TANK CLOSURE INSP	EACH	\$600.00	NONE	15164	7/24/2018
S-209	Fire	UNDRGRND STORAGE TANK CLOSURE INSP	EACH	\$1,200.00	NONE	15164	7/24/2018
S-210	Fire	ABOVEGRND STORAGE TANK CLOSURE INSP	EACH	\$75.00	NONE	15164	7/24/2018
S-210	Fire	ABOVEGRND STORAGE TANK CLOSURE INSP	EACH	\$300.00	NONE	15164	7/24/2018
S-211	Fire	CUPA - NEW BUSINESS PROCESSING	APPLICATION	\$ -	NONE	15164	7/24/2018
S-212	Fire	CUPA PLANS REVIEW	HOURL	\$150.00	NONE	15164	7/24/2018
S-213	Fire	SPECIAL CUPA INSPECTION	HOURL	\$150.00	NONE	15164	7/24/2018
S-214	Fire	CUPA EMERGENCY RESPONSE	HOURL	\$150.00	NONE	15164	7/24/2018
S-215	Fire	HAZMAT EMERGENCY/COMPLAINT RESPONSE	APPLICATION	\$140.00	NONE	15164	7/24/2018
S-216	Fire	COST RECOVERY – FIRE	INSPECTION	\$20.00	NONE	15164	7/24/2018
S-216	Fire	COST RECOVERY – FIRE	MINUTE	3.78	NONE	15164	7/24/2018
	Housing-Economic Development	Film Permit Location Fee (Additional Days)	DAY	\$200.00	NONE	2838	1/25/2011
	Housing-Economic Development	Film Permit Location Fee (First Day)	1st Day	\$300.00	NONE	2838	1/25/2011
	Housing-Economic Development	Film Permits	APPLICATION	\$100.00	NONE		
S-256	Human Resources	DAMAGE TO CITY PROPERTY	EACH	VARIES	NONE		
S-284	Information Technology	GIS ELECTRONIC DATA	EACH	VARIES	NONE	15164	7/24/2018
S-285	Information Technology	GIS MAP PRINTS OF EXISTING MAPS	EACH	\$3.50	NONE	15164	7/24/2018
S-285	Information Technology	GIS MAP PRINTS OF EXISTING MAPS	EACH	\$26.00	NONE	15164	43305
S-285	Information Technology	GIS MAP PRINTS OF EXISTING MAPS	EACH	\$35.00	NONE	15164	7/24/2018
S-285	Information Technology	GIS MAP PRINTS OF EXISTING MAPS	EACH	\$50.00	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-286	Information Technology	CUSTOM MAP/GENERAL GIS SERVICES	EACH	VARIES	NONE	15164	43305
S-219	Library	INTER-LIBRARY LOAN PROCESSING	EACH	3	NONE	15164	7/24/2018
S-219	Library	INTER-LIBRARY LOAN PROCESSING	EACH	10	NONE	15164	7/24/2018
S-220	Library	LOST LIBRARY CARD REPLACEMENT	EACH	2	NONE	15164	7/24/2018
S-221	Library	OVERDUE LIBRARY MATERIAL PROC.	DAY	\$ -	NONE	15164	7/24/2018
S-222	Library	LOST/DAMAGE LIBRARY MATERIAL	EACH	VARIES	0.05	15164	7/24/2018
S-222	Library	LOST/DAMAGE LIBRARY MATERIAL PROC. FEE	EACH	\$7.50	0.05	15164	7/24/2018
S-222	Library	Damaged/Repair item fee varies depending on the amount of damage and usability of the equipment	Unit	VARIES	NONE	15164	7/24/2018
S-222	Library	Lost or damaged library materials processing fee per item	Unit	\$10.00	NONE	15164	7/24/2018
S-222	Library	Lost or damaged serial number or barcode fee	Unit	5	NONE	15164	7/24/2018
S-224	Library	TEST ADMINISTRATION	HOUR	\$80.00	NONE	15164	7/24/2018
S-225	Library	COMPUTER LAB ACCESS/PRINTING	EACH	\$0.20	NONE	15164	7/24/2018
S-225	Library	COMPUTER LAB ACCESS/PRINTING	EACH	\$2.00	NONE	15164	7/24/2018
S-225	Library	COMPUTER LAB ACCESS/PRINTING	EACH	\$3.00	NONE	15164	7/24/2018
S-226	Library	LOCAL HISTORY COPY/USE	EACH	5	NONE	15164	7/24/2018
S-226	Library	LOCAL HISTORY COPY/USE	EACH	\$30.00	NONE	15164	7/24/2018
S-226	Library	LOCAL HISTORY COPY/USE	EACH	100	NONE	15164	7/24/2018
S-226	Library	LOCAL HISTORY COPY/USE	EACH	\$300.00	NONE	15164	7/24/2018
S-227	Library	OBITUARY RESEARCH	N/A	VARIES	NONE	15164	7/24/2018
S-228	Library	RENTAL OF LIBRARY ROOMS	EACH	VARIES	NONE	15164	7/24/2018
S-237	Parks	COLLEGE PARK EVENT RENTAL	LOCATION	\$400.00	NONE	15164	7/24/2018
S-237	Parks	COLLEGE PARK EVENT-Deposit	DEPOSIT	\$1,000.00	NONE	15164	7/24/2018
S-238	Parks	BBQ AREA RENTAL-Del Sol Park	LOCATION	\$150.00	NONE	15164	7/24/2018
S-238	Parks	BBQ AREA RENTAL-Del Sol Park	LOCATION	\$200.00	NONE	15164	7/24/2018
S-238	Parks	BBQ AREA RENTAL-Del Sol Park Deposit	DEPOSIT	\$50.00	NONE	15164	7/24/2018
S-238	Parks	BBQ AREA RENTAL-Oxnard Beach Park	LOCATION	\$100.00	NONE	15164	7/24/2018
S-238	Parks	BBQ AREA RENTAL-Oxnard Beach Park	LOCATION	\$300.00	NONE	15164	7/24/2018
S-238	Parks	BBQ AREA RENTAL-Oxnard Beach Park Deposit	DEPOSIT	\$300.00	NONE	15164	7/24/2018
S-238	Parks	BBQ AREA RENTAL-Riverpark Group	LOCATION	\$50.00	NONE	15164	7/24/2018
S-238	Parks	BBQ AREA RENTAL-Riverpark Group deposit	DEPOSIT	50	NONE	15164	7/24/2018
S-238	Parks	BBQ AREA RENTAL-Riverpark Single	LOCATION	15	NONE	15164	7/24/2018
S-239	Parks	WEDDINGS ON THE BEACH PROCESSING	EACH	\$95.00	NONE	15164	7/24/2018
S-239	Parks	WEDDING LOCATION RENTAL-Gazebo at Central Park	LOCATION	\$60.00	NONE	15164	7/24/2018
S-240	Parks	JOLLY JUMP PERMIT	PERMIT	\$25.00	NONE	15164	7/24/2018
	Parks	BBQ AREA RENTAL-Rio Lindo Deposit	DEPOSIT	\$50.00	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
	Parks	BBQ AREA RENTAL-Rio Lindo Park	LOCATION	\$50.00	NONE	15164	7/24/2018
	Parks	PARK SPECIAL USE PERMIT DEPOSIT	DEPOSIT	\$1,000.00	NONE	15164	7/24/2018
	Parks	PARK TEMPORARY USE PERMIT DEPOSIT	DEPOSIT	\$1,000.00	NONE	15164	7/24/2018
	Parks	WEDDING LOCATION RENTAL-Gazebo at Central Park Deposit	DEPOSIT	\$200.00	NONE	15164	7/24/2018
	Parks	WEDDING LOCATION RENTAL-North and South locations of Oxnard Beach Park	LOCATION	\$60.00	NONE	15164	7/24/2018
	Parks	WEDDING LOCATION RENTAL-North and South locations of Oxnard Beach Park Deposit	DEPOSIT	\$200.00	NONE	15164	7/24/2018
S-127	Police	1st FALSE ALARM RESPONSE	EACH	NO CHARGE	0.05	15112	2/7/2019
S-127	Police	POLICE ALARM PERMIT FEE (Annual) *SEE NOTES	PERMIT	\$25.00	0.05	2951	2/7/2019
S-127	Police	POLICE ALARM System-Cost recovery for waiting for alarm user to respond (Past 45 minutes after notifying alarm user of need to respond)	EACH	VARIES	0.05	2951	2/7/2019
S-127	Police	2nd+ FALSE ALARM RESPONSE	EACH	\$145.00	0.05	15112	2/7/2019
S-127	Police	ALARM BUSINESS WILLFULLY MAKES A FALSE STATEMENT CONCERNING THE INSPECTION OF A SECURITY ALARM SITE OR THE PERFORMANCE OF A SECURITY ALARM SYSTEM	EACH	\$1,000.00	NONE	2951	2/7/2019
S-127	Police	IMPROPER ALARM CALL VERIFICATION PROCEDURES BY ALARM BUSINESS (ONCE PATTERN IS ESTABLISHED)	EACH	\$100.00	NONE	2951	2/7/2019
S-127	Police	INTENTIONAL FALSE STATEMENT OF MATERIAL INFORMATION ON PERMIT APPLICATION	EACH	\$500.00	NONE	2951	2/7/2019
S-127	Police	INTENTIONALLY CAUSE OF FALSE ALARM	EACH	\$250.00	NONE	2951	2/7/2019
S-127	Police	OPERATION OF ALARM SYSTEM WITH EXPIRED PERMIT	EACH	\$145.00	0.05	2951	2/7/2019
S-127	Police	OPERATION OF ALARM SYSTEM WITH REVOKED PERMIT	EACH	\$290.00	NONE	2951	2/7/2019
S-127	Police	OPERATION OF ALARM SYSTEM WITH SUSPENDED PERMIT	EACH	\$145.00	0.05	2951	2/7/2019
S-127	Police	OPERATION OF ALARM SYSTEM WITHOUT A PERMIT	EACH	\$250.00	5%	2951	2/7/2019
S-128	Police	VEHICLE TOWING - UNLIC DRIVER/BASIC	EACH	245	NONE	15112	4/18/2018
S-129	Police	VEHICLE TOWING - DUI ARREST	EACH	445	NONE	15112	4/18/2018
S-130	Police	VEHICLE TOWING - ABANDON'D VEH. ABATE	EACH	\$185.00	NONE	15112	4/18/2018
S-131	Police	DUI COST RECOVERY – POLICE	MINUTE	\$2.56	NONE	15112	4/18/2018
S-132	Police	ALCOHOL SALES COMPLIANCE	YEAR	\$265.00	NONE	15112	4/18/2018
S-133	Police	CLEARANCE LETTER	EACH	\$35.00	NONE	15112	4/18/2018
S-134	Police	CONFIRMATION OF ARREST	REQUEST	\$35.00	NONE	15112	4/18/2018
S-135	Police	BACKGROUND CHECK	EACH	\$20.00	NONE	15112	4/18/2018
S-136	Police	LIVE SCAN SERVICE	SERVICE	\$25.00	NONE	15112	4/18/2018
S-137	Police	POLICE DEVELOPMENT REVIEW – DAC	APPLICATION	\$400.00	NONE	15112	4/18/2018
S-138	Police	POLICE DEVELOPMENT REVIEW – ALCOHOL	APPLICATION	\$2,070.00	NONE	15112	4/18/2018
S-139	Police	PERMIT TO SELL CONCEALABLE WEAPON	APPLICATION	\$125.00	NONE	15112	4/18/2018
S-139	Police	PERMIT TO SELL CONCEALABLE WEAPON Duplicate	APPLICATION	\$11.00	NONE	15112	4/18/2018
S-140	Police	PAWN BROKER/SECOND HAND DEALER PRMT	NEW	\$50.00	NONE	15112	4/18/2018
S-140	Police	PAWN BROKER/SECOND HAND DEALER PRMT	RENEWAL	\$30.00	NONE	15112	4/18/2018
S-141	Police	MESSAGE ESTABLISHMENT PERMIT	APPLICATION	\$375.00	NONE	15112	4/18/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-142	Police	MASSAGE ESTABLISHMENT RENEWAL	APPLICATION	\$150.00	NONE	15112	4/18/2018
S-143	Police	MASSAGE TECHNICIAN PERMIT	APPLICATION	\$ -	NONE	15112	4/18/2018
S-144	Police	MASSAGE TECHNICIAN RENEWAL	APPLICATION	\$ -	NONE	15112	4/18/2018
S-145	Police	POLICE PHOTOGRAPHS	EACH	\$22.00	NONE	15112	4/18/2018
S-146	Police	POLICE REPORT COPY	EACH	\$0.25	NONE	15112	4/18/2018
S-146	Police	POLICE REPORT COPY	EACH	\$1.25	NONE	15112	4/18/2018
S-146	Police	POLICE REPORT COPY	EACH	\$22.00	NONE	15112	4/18/2018
S-147	Police	ANIMAL IMPOUNDMENT-Licensed	EACH	\$30.00	NONE	15112	4/18/2018
S-147	Police	ANIMAL IMPOUNDMENT-Unlicensed	EACH	\$50.00	NONE	15112	4/18/2018
S-148	Police	ANIMAL QUARANTINE HOME 6MO	EACH	\$120.00	NONE	15112	4/18/2018
S-148	Police	ANIMAL QUARANTINE SHELTER	EACH	\$50.00	NONE	15112	4/18/2018
S-148	Police	ANIMAL QUARANTINE- SHELTER 6MO	EACH	\$155.00	NONE	15112	4/18/2018
S-148	Police	ANIMAL QUARANTINE-HOME	EACH	\$40.00	NONE	15112	4/18/2018
S-149	Police	ANIMAL EUTHANASIA/DISPOSAL	EACH	\$60.00	NONE	15112	4/18/2018
S-150	Police	DEAD ANIMAL PICK-UP/DISPOSAL	EACH	30	NONE	15112	4/18/2018
S-151	Police	ANIMAL NUISANCE HEARING	EACH	50	NONE	15112	4/18/2018
S-152	Police	PET SHOP/KENNEL/CIRCUS ANIMAL INSP.	INSPECTION	\$90.00	NONE	15112	4/18/2018
S-152	Police	PET SHOP/KENNEL/CIRCUS ANIMAL INSP. Annual	INSPECTION	\$65.00	NONE	15112	4/18/2018
S-152	Police	PET SHOP/KENNEL/CIRCUS ANIMAL INSP. New	INSPECTION	\$65.00	NONE	15112	4/18/2018
S-153	Police	ANIMAL CONTROL SERVICES LICENSING- Intact Animal	EACH	\$105.00	NONE	15112	4/18/2018
S-153	Police	ANIMAL CONTROL SERVICES- LICENSING LATE FEES	EACH	VARIES	NONE	15112	4/18/2018
S-153	Police	ANIMAL CONTROL SERVICES LICENSING- Senior Discount	EACH	\$15.00	NONE	15112	4/18/2018
S-153	Police	ANIMAL CONTROL SERVICES LICENSING- Spayed or Neutered	EACH	\$25.00	NONE	15112	4/18/2018
S-153	Police	ANIMAL CONTROL SERVICES-ANIMAL RELINQUISHMENT	EACH	\$60.00	NONE	15112	4/18/2018
	Police	CANNABIS - LIVESCAN FEE	EACH	\$169.18	NONE	15254	7/30/2019
S-253	Public Works - ER	TRASH ENCLOSURE PLAN CHECK	PLAN	\$110.00	NONE	NONE	
S-254	Public Works - ER	CONSTR & DEMO SOLID WASTE REPORTING	EACH	\$10.00	NONE	NONE	
	Public Works - ER	COLLECTION - CHANGE OF SERVICE LEVEL	EACH	\$5.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - COMMERCIAL CONTAINER CASTERS	EACH	\$20.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - COMMERCIAL CONTAINER SECURITY LOCKING DEVICE	EACH	\$60.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - CONTAINER CLEANING: COMMERICAL 2-CUBIC YARD	EACH	\$40.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - CONTAINER CLEANING: COMMERICAL 4-CUBIC YARD	EACH	\$60.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - CONTAINER CLEANING: COMMERICAL COMPACTOR	EACH	\$110.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - CONTAINER CLEANING: TRASH ENCLOSURES	EACH	\$110.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - CONTAINER DELIVERY FEE - COMMERCIAL SIZE SPECIAL SERVICE (2 AND 4 CUBIC YARDS)	EACH	\$15.00	NONE	2861	9/18/2012

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
	Public Works - ER	COLLECTION - CONTAINER DELIVERY FEE - INDUSTRIAL SIZE SPECIAL SERVICE (10 - 40 CUBIC YARDS)	EACH	15	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - CONTAINER RENTAL FEE	EACH DAY	\$15.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - FREON EXTRACTION FEE - COMMERCIAL TYPE SIZE	EACH	\$35.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - FREON EXTRACTION FEE - RESIDENTIAL TYPE SIZE	EACH	\$20.00	NONE	2861	41170
	Public Works - ER	COLLECTION - INDUSTRIAL CONTAINER CASTERS	EACH	\$30.00	NONE	2861	41170
	Public Works - ER	COLLECTION - LOST OR DAMAGED (BURNED) CONTAINER (COMMERCIAL 2-CUBIC YARD)	EACH	\$445.12	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - LOST OR DAMAGED (BURNED) CONTAINER (COMMERCIAL 4-CUBIC YARD)	EACH	\$542.80	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - LOST OR DAMAGED (BURNED) CONTAINER (INDUSTRIAL 10-CUBIC YARD CONTAINER)	EACH	\$585.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - LOST OR DAMAGED (BURNED) CONTAINER (INDUSTRIAL 13.4-CUBIC YARD CONTAINER)	EACH	\$635.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - LOST OR DAMAGED (BURNED) CONTAINER (INDUSTRIAL 30-CUBIC YARD CONTAINER)	EACH	\$700.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - LOST OR DAMAGED (BURNED) CONTAINER (INDUSTRIAL 40-CUBIC YARD CONTAINER)	EACH	\$750.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - LOST OR DAMAGED (BURNED) CONTAINER (RESIDENTIAL 65-GALLON CONTAINER)	EACH	\$47.35	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - LOST OR DAMAGED (BURNED) CONTAINER (RESIDENTIAL 95-GALLON CONTAINER)	EACH	\$51.25	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - OVERWEIGHT CONTAINER	NA	NA	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - RETURN TRUCK TRIP	EACH	\$40.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - SERVICE ABOVE BASIC LEVELS (I.E. LATE SET-OUT, OVER-FILLING CONTAINER, BLOCKED ACCESS TO CONTAINER, ETC.)	EACH	\$12.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - TIRES: 36 INCHES TO 60 INCHES	EACH	30	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - TIRES: 36-INCHES AND UNDER	EACH	\$5.00	NONE	2861	9/18/2012
	Public Works - ER	COLLECTION - TIRES: OVER 60 INCHES	EACH	\$200.00	NONE	2861	9/18/2012
	Public Works - ER	COMMERCIAL 2 CUBIC YARD CONTAINER FEE	EACH	\$398.00	NONE	12006	7/10/2001
	Public Works - ER	COMMERCIAL 4 CUBIC YARD CONTAINER FEE	EACH	\$491.00	NONE	12006	7/10/2001
	Public Works - ER	COMMERCIAL FRONT-END LOADER TRUCK FEE	EACH	\$297.52	NONE	12200	6/25/2002
	Public Works - ER	DEL NORTE - APPLIANCES	EACH	\$15.00	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - CONSTRUCTION AND DEMOLITION DEBRIS FEE	TON	\$66.92	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - FREON EXTRACTION (REFRIGERATORS AND AIR CONDITIONERS)	EACH	\$40.00	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - GREEN WASTE TIP FEE	TON	\$62.81	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - HARD TO HANDLE OR BULKY ITEMS	TON	\$135.00	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - HOST FEE	TON	\$4.00	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - OTHER SPECIAL MATERIALS NOT LISTED IN ORDINANCE NO. 2861	TON	\$60.00	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - REFUSE SELF HAUL MINIMUM TIP FEE PER ONE-HALF TON OR MORE	TON		NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - REFUSE SELF HAUL MINIMUM TIP FEE UP TO ONE-HALF TON	TON	\$27.80	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - REFUSE TIP FEE	TON	\$55.59	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - SPECIAL HANDLING	TON	\$65.00	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - SPECIAL PULL-OFFS	EACH	\$75.00	NONE	2861	9/18/2012

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
	Public Works - ER	DEL NORTE - TIRES: 36-INCHES TO 60 INCHES	EACH	\$30.00	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - TIRES: LESS THAN 36-INCHES	EACH OR TON	\$9.00	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - TIRES: OVER 60-INCHES	EACH	\$200.00	NONE	2861	9/18/2012
	Public Works - ER	DEL NORTE - UNCOVERED LOADS CAPABLE OF PRODUCING LITTER	EACH	\$5.00	NONE	2861	9/18/2012
	Public Works - ER	RESIDENTIAL GREEN WASTE CONTAINER FEE	EACH	\$43.97	NONE	11660	11/9/1999
	Public Works - ER	RESIDENTIAL GREEN WASTE TRUCK FEE	EACH	\$47.09	NONE	12200	6/25/2002
	Public Works - ER	RESIDENTIAL SPLIT CONTAINER FEE	EACH	\$102.96	NONE	11660	11/9/1999
	Public Works - ER	RESIDENTIAL SPLIT CONTAINER TRUCK FEE	EACH	\$56.36	NONE	12200	6/25/2002
S-229	Recreation Services	YOUTH SPORTS	EACH	\$75.00	NONE	15164	7/24/2018
S-229	Recreation Services	YOUTH SPORTS	EACH	\$150.00	NONE	15164	7/24/2018
S-229	Recreation Services	YOUTH SPORTS	EACH	VARIES	NONE	15164	7/24/2018
S-230	Recreation Services	ADULT SPORTS	EACH	\$325.00	NONE	15164	7/24/2018
S-230	Recreation Services	ADULT SPORTS	EACH	\$350.00	NONE	15164	7/24/2018
S-230	Recreation Services	ADULT SPORTS	EACH	\$400.00	NONE	15164	7/24/2018
S-230	Recreation Services	ADULT SPORTS	EACH	\$425.00	NONE	15164	7/24/2018
S-230	Recreation Services	ADULT SPORTS	EACH	VARIES	NONE	15164	7/24/2018
S-231	Recreation Services	DAY CAMPS	EACH	\$30.00	NONE	15164	7/24/2018
S-231	Recreation Services	DAY CAMPS	EACH	\$110.00	NONE	15164	7/24/2018
S-231	Recreation Services	DAY CAMPS	EACH	\$130.00	NONE	15164	7/24/2018
S-231	Recreation Services	DAY CAMPS	EACH	\$150.00	NONE	15164	7/24/2018
S-232	Recreation Services	GRAD NIGHT	EACH	\$80.00	NONE	15164	7/24/2018
S-232	Recreation Services	GRAD NIGHT	EACH	90	NONE	15164	7/24/2018
S-233	Recreation Services	RECREATION CLASSES	EACH	VARIES	NONE	15164	7/24/2018
S-234	Recreation Services	TENNIS CENTER	EACH	\$10.00	NONE	15164	7/24/2018
S-234	Recreation Services	TENNIS CENTER	EACH	\$114.00	NONE	15164	7/24/2018
S-234	Recreation Services	TENNIS CENTER	EACH	135	NONE	15164	7/24/2018
S-234	Recreation Services	TENNIS CENTER	EACH	188	NONE	15164	7/24/2018
S-234	Recreation Services	TENNIS CENTER	EACH	\$314.00	NONE	15164	7/24/2018
S-235	Recreation Services	FACILITY RENTAL	APPLICATION	VARIES	NONE	15164	7/24/2018
S-236	Recreation Services	BALLFIELD RENTAL	APPLICATION	\$15.00	NONE	15164	7/24/2018
S-236	Recreation Services	BALLFIELD RENTAL	APPLICATION	\$25.00	NONE	15164	7/24/2018
S-236	Recreation Services	BALLFIELD RENTAL	APPLICATION	55	NONE	15164	7/24/2018
S-236	Recreation Services	BALLFIELD RENTAL	APPLICATION	\$60.00	NONE	15164	7/24/2018
S-236	Recreation Services	BALLFIELD RENTAL	APPLICATION	\$ -	NONE	15164	7/24/2018
S-236	Recreation Services	BALLFIELD RENTAL	DAY	\$125.00	NONE	15164	7/24/2018

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
S-236	Recreation Services	BALLFIELD RENTAL	HOUR	\$25.00	NONE	15164	7/24/2018
S-242	Recreation Services	PERFORMING ARTS CENTER	APPLICATION	\$ -	NONE	15164	7/24/2018
	Recreation Services	SHOWMOBILE	DAY	\$700.00	NONE	15164	7/24/2018
	Recreation Services	YOUTH SPORTS	EACH	5	NONE	15164	7/24/2018
S-255	Wastewater	INDUSTRIAL WASTEWATER DISCHARGE PERMIT: FOR SIGNIFICANT INDUSTRIAL USERS	YEAR	\$2,500.00	NONE	15164	7/24/2018
S-255	Wastewater	WASTEWATER BILLING APPEAL	EACH	\$100.00	NONE	15164	7/24/2018
S-255	Wastewater	INDUSTRIAL WASTEWATER DISCHARGE PERMIT FEE: SMALL USERS	YEAR	\$245.00	NONE	15164	7/24/2018
	Wastewater	SEWER CONNECTION FEE	EACH	\$5,256.00	NONE	2709	12/6/2005
	Wastewater	INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION FEE: SMALL USERS	APPLICATION	\$100.00	NONE	15164	7/24/2018
S-244	Water	WATER SERVICE/METER ABANDONMENT	EACH	70	NONE	2921	7/18/2017
S-244	Water	WATER SERVICE/METER ABANDONMENT	EACH	\$175.00	NONE	2921	7/18/2017
S-244	Water	WATER SERVICE/METER ABANDONMENT	EACH	VARIES	NONE	2921	7/18/2017
S-245	Water	HYDRANT FLOW TEST INSPECTION	TEST	\$90.00	NONE	2921	7/18/2017
S-246	Water	TEMPORARY HYDRANT METER RENTAL	DEPOSIT	\$1,500.00	NONE	2921	7/18/2017
S-246	Water	TEMPORARY HYDRANT METER RENTAL	EACH	\$40.00	NONE	2921	7/18/2017
S-246	Water	TEMPORARY HYDRANT METER RENTAL	EACH	\$75.00	NONE	2921	7/18/2017
S-246	Water	TEMPORARY HYDRANT METER RENTAL	EACH	VARIES	NONE	2921	7/18/2017
S-247	Water	DAMAGED HYDRANT METER REPAIR	EACH	VARIES	NONE	2921	7/18/2017
S-248	Water	WATER CURB STOP REPAIR	EACH	VARIES	NONE	2921	7/18/2017
S-249	Water	WATER METER TEST	APPLICATION	\$115.00	NONE	2921	7/18/2017
S-249	Water	WATER METER TEST	APPLICATION	\$225.00	NONE	2921	7/18/2017
S-249	Water	WATER METER TEST	APPLICATION	\$-	NONE	2921	7/18/2017
S-249	Water	WATER METER TEST	APPLICATION	VARIES	NONE	2921	7/18/2017
S-250	Water	DELINQUENT WATER TAG	EACH	\$13.00	NONE	2921	7/18/2017
S-251	Water	DELINQUENT WATER TURN OFF/ON	EACH	\$65.00	NONE	2921	7/18/2017
S-251	Water	DELINQUENT WATER TURN OFF/ON	EACH	\$95.00	NONE	2921	7/18/2017
S-252	Water	WATER METER TAMPERING	EACH	\$150.00	NONE	2921	7/18/2017
S-252	Water	WATER METER TAMPERING	EACH	VARIES	NONE	2921	7/18/2017
	Water	ABANDONEMENT OF WATER SERVICES - 1 1/2 INCH METER	EACH	\$150.00	NONE	2921	7/18/2017
	Water	ABANDONEMENT OF WATER SERVICES - 1 INCH METER	EACH	\$120.00	NONE	2921	7/18/2017
	Water	ABANDONEMENT OF WATER SERVICES - 2 INCH METER	EACH	\$180.00	NONE	2921	7/18/2017
	Water	ABANDONEMENT OF WATER SERVICES - 3/4 INCH METER	EACH	\$120.00	NONE	2921	7/18/2017
	Water	DEMONSTRATION OF COMPLETED TEST AND INSPECTION OF BACKFLOW DEVICE	EACH	21	NONE	2921	7/18/2017
	Water	FAILURE TO DEMONSTRATE COMPLETE TEST AND INSPECTION OF BACKFLOW DEVICE AFTER 30 DAYS	EACH	16	NONE	2921	7/18/2017
	Water	FAILURE TO DEMONSTRATE COMPLETE TEST AND INSPECTION OF BACKFLOW DEVICE AFTER 60 DAYS	EACH	27	NONE	2921	7/18/2017

REF #	Department	FEE AND DESCRIPTION	UNITS	Unit Price	ADDITIONAL/ OVERHEAD FEE	ORDINANCE/ RESOLUTION	ADOPTION DATE
	Water	INSPECTION OF BACKFLOW DEVICE AFTER 90 DAYS (PLUS ADMINISTRATIVE, LABOR, AND MATERIALS TO COMPLETE THE TEST)	EACH	VARIES	NONE	2921	7/18/2017
	Water	INSPECTION OF BACKFLOW DEVICE	EACH	VARIES	NONE	2921	7/18/2017
	Water	INSTALLATION OF A REPLACEMENT 1 1/2 INCH METER (SEPARATE FROM MATERIALS COST)	EACH	925	NONE	2921	7/18/2017
	Water	INSTALLATION OF A REPLACEMENT 1 INCH METER (SEPARATE FROM MATERIALS COST)	EACH	525	NONE	2921	7/18/2017
	Water	INSTALLATION OF A REPLACEMENT 2 INCH METER (SEPARATE FROM MATERIALS COST)	EACH	\$1,100.00	NONE	2921	7/18/2017
	Water	INSTALLATION OF A REPLACEMENT 3/4 INCH METER (SEPARATE FROM MATERIALS COST)	EACH	\$450.00	NONE	2921	7/18/2017
	Water	INSTALLATION OF NEW 1 1/2 INCH METER (SEPARATE FROM MATERIALS COST)	EACH	\$2,200.00	NONE	2921	7/18/2017
	Water	INSTALLATION OF NEW 1 INCH METER (SEPARATE FROM MATERIALS COST)	EACH	\$1,700.00	NONE	2921	7/18/2017
	Water	INSTALLATION OF NEW 2 INCH METER (SEPARATE FROM MATERIALS COST)	EACH	2500	NONE	2921	7/18/2017
	Water	INSTALLATION OF NEW 3/4 INCH METER (SEPARATE FROM MATERIALS COST)	EACH	1500	NONE	2921	7/18/2017
	Water	RELOCATE 1 1/2 INCH METER (NOT IN PAVED AREA)	EACH	\$835.00	NONE	2921	7/18/2017
	Water	RELOCATE 1 INCH METER (NOT IN PAVED AREA)	EACH	\$615.00	NONE	2921	7/18/2017
	Water	RELOCATE 2 INCH METER (NOT IN PAVED AREA)	EACH	\$1,190.00	NONE	2921	7/18/2017
	Water	RELOCATE 3/4 INCH METER (NOT IN PAVED AREA)	EACH	\$440.00	NONE	2921	7/18/2017
	Water	RELOCATE METER BOX FROM DRIVEWAY TO SIDEWALK	EACH	\$300.00	NONE	2921	7/18/2017
	Water	RELOCATE METER BOX FROM YARD TO SIDEWALK	EACH	\$240.00	NONE	2921	7/18/2017
	Water	TURN ON WATER (DURING AFTER HOURS)	EACH	\$145.00	NONE	2921	7/18/2017
	Water	TURN ON WATER (DURING REGULAR BUSINESS HOURS)	EACH	\$80.00	NONE	2921	7/18/2017

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD
APPROVING THE HOUSING AUTHORITY'S OPERATING BUDGET FOR FISCAL YEAR
2022-2023**

WHEREAS, in accordance with law, a public hearing on this budget was duly scheduled, advertised and held and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. Having reviewed the proposed Operating Budget, and the funds included therein for the period of July 1, 2022 through June 30, 2023, the Housing Authority hereby adopts the budget and appropriations for fiscal year 2022-2023 summarized as follows:

Programs	FY 2022-2023 Budget
Low Rent Public Housing	\$ 6,872,555
Housing Choice Voucher (Section 8) Budget	<u>\$25,112,313</u>
Total Cost	\$31,984,868

2. Staff is directed to ensure that the final adopted budget document containing the Housing Authority's operating budget for fiscal year 2022-2023 shall contain all revisions made by the Housing Authority prior to final budget adoption.

PASSED AND ADOPTED on this 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Chairman

ATTEST:

Rose Chaparro, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

FISCAL YEAR 2022-23 PROPOSED ANNUAL BUDGET

June 21, 2022

City Council

Presented By:

Betsy George, Chief Financial Officer

1. That the City Council adopt the following resolutions:
 - A resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2022-23;
 - A resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2022, in accordance with the Operating Budget for the Fiscal Year 2022-23;
 - A resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification and Salary Schedule;
 - A resolution of the City Council of the City of Oxnard Establishing Financial Management Policies
 - A resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2022-23;
 - A resolution of the City Council of the City of Oxnard adopting a Master Fee Schedule; and
2. That the Housing Board of Commissioners adopt a Resolution Approving the Housing Authority's Operating Budget for the Fiscal Year 2022-23.

GENERAL FUND (101) REVENUES (IN MILLIONS)

3

Revenues:	FY21-22 Adopted Budget	FY21-22 Year-End Estimates	FY22-23 Proposed Budget	\$ Change FY23 Proposed vs. FY22 Adopted	% Change
01-PROPERTY TAX	63.5	64.2	66.7	3.2	5.1%
02A-SALES TAX - MEASURE E	51.9	54.3	55.1	3.2	6.1%
02-SALES TAX	36.6	39.9	40.6	4.0	11.0%
03-FRANCHISES	3.9	4.1	4.2	0.3	6.8%
04-BUSINESS LICENSE TAX	6.3	6.1	6.7	0.4	6.7%
05-TRANSIENT OCCUPANCY TAX	4.6	4.7	5.6	1.1	23.1%
06-DEED TRANSFER TAX	0.7	1.0	1.0	0.3	36.7%
07-BLDG FEES/PERMITS	1.7	1.9	1.8	0.1	3.7%
08-INTERGOVERNMENTAL	2.3	2.5	2.5	0.2	9.2%
09-FEES/CHARGES	11.2	6.8	6.9	(4.3)	-38.6%
10-FINES/FORFEITURES	2.5	2.5	2.6	0.1	3.0%
12-INDIRECT COST REIMB	8.3	8.3	8.3	-	0.0%
13-INTEREST	1.3	0.8	0.9	(0.4)	-28.4%
15-TRANSFERS IN	1.7	1.7	2.0	0.3	17.5%
16-OTHER REVENUE	2.9	4.2	3.2	0.3	9.6%
17-SPECIAL ASSESSMENTS	0.3	0.2	0.2	(0.1)	-27.3%
Total Revenues	\$199.6	\$203.2	\$208.2	\$8.6	4.3%

Totals may not add due to rounding₄₀₀

GENERAL FUND (101) EXPENDITURES (IN MILLIONS)

4

Expenditures by Department:	FY21-22 Year-End Estimates	FY22-23 Proposed Budget	\$ Change FY23 Proposed vs. FY22 Adopted	% Change
CCS - LIBRARY	4.6	4.9	0.2	3.7%
CCS - RECREATION	7.3	8.7	(0.2)	-2.2%
CITY ATTORNEY	2.6	2.6	(0.1)	-3.3%
CITY CLERK	0.7	0.6	(0.0)	-7.0%
CITY COUNCIL	0.7	0.7	0.1	13.7%
CITY MANAGER	2.2	2.8	0.3	13.8%
COMMUNITY DEVELOPMENT	12.0	13.9	1.0	7.5%
DEPARTMENT OF BILLING & LICENSING	1.3	1.4	(0.0)	-2.3%
FINANCE	6.0	6.8	0.1	0.8%
FIRE	29.8	30.8	(0.8)	-2.5%
HOUSING	1.6	2.9	0.8	35.0%
HUMAN RESOURCES	3.3	3.5	0.1	3.2%
NON-DEPARTMENTAL	22.6	41.2	17.1	70.6%
POLICE	67.9	71.0	0.1	0.2%
PUBLIC WORKS - ADMINISTRATIVE SERVICES	0.3	0.3	0.1	44.1%
PUBLIC WORKS - CONSTRUCTION AND DESIGN	2.7	3.3	0.1	4.8%
PUBLIC WORKS - GENERAL SERVICES	15.9	17.0	(3.4)	-16.7%
PUBLIC WORKS - TRAFFIC ENG. & OPERATIONS	3.4	3.7	(0.0)	-1.3%
Total Expenditures	\$184.8	\$216.1	\$15.3	7.6%

Totals may not add due to rounding₄₀₁

	FY21-22 Year-End Estimates	FY22-23 Proposed Budget
Beginning Available Fund Balance, Jul 1	\$29.3	\$40.9
Net Annual Activity [Revenues Less Expenditures]	18.4	(7.9)
Estimated Multi-year CIPs Carryover from FY22 to FY23	6.8	
Projected Multi-year CIPs Carryover from FY23 to FY24		1.9
Projected Ending Available Fund Balance, June 30	\$40.9	\$34.9
Fund Balance as % of Expenditures	22.1%	16.1%
Target Reserve Level	15.0%	15.0%

	FY21-22 Adopted Budget	FY21-22 Year-End Estimates	FY22-23 Proposed Budget	\$ Change FY23 Proposed vs. FY22 Adopted	% Change
Beginning Available Fund Balance, Jul 1	\$5.8	\$11.4	\$9.7		
Revenues:					
Half Cent Sales Tax	17.3	18.3	18.2	0.9	5.1%
General Fund Loan Payment	1.9	1.9	1.9	0.0	0.0%
Interest Income	0.1	0.0	0.0	0.0	-51.8%
Total Revenues	19.3	20.2	20.1	0.8	4.3%
Expenditures by Category:					
Other Community Improvements	1.5	1.5	1.8	0.4	23.5%
Parks & Open Spaces	3.1	3.8	3.6	0.6	19.1%
Public Safety & Gang Prevention	11.4	12.5	8.6	(2.7)	-23.9%
Traffic & Road Improvements	2.2	2.2	4.5	2.3	102.4%
Total Expenditures	18.1	20.0	18.6	0.5	2.6%
Net Annual Activity	1.2	0.2	1.6		
Carryover (One-Time Projects) to FY22-23		(1.8)			
Projected Ending Fund Balance, June 30	\$7.0	\$9.7	\$11.2		

WATER FUNDS (IN MILLIONS)

7

	FY21-22 Adopted Budget	FY21-22 Year-End Estimates	FY22-23 Proposed Budget	\$ Change FY23 Proposed vs. FY22 Adopted	% Change
Beginning Available Fund Balance, July 1	\$67.6	\$83.9	\$23.4		
Revenues:					
09-FEES/CHARGES	62.1	60.8	60.9	(1.2)	-1.9%
10-FINES/FORFEITURES	0.5	0.1	0.4	(0.2)	-33.9%
13-INTEREST	2.6	2.4	2.4	(0.2)	-7.6%
15-TRANSFERS IN	0.2	0.2	1.5	1.4	847.2%
INFRASTRUCTURE USE FEE REPAYMENT	5.1	5.1	4.3	(0.9)	-16.7%
16-OTHER REVENUE	0.0	0.1	0.0	0.0	2.5%
Total Revenues	\$70.6	\$68.6	\$69.5	-\$1.1	-1.5%
Expenditures by Type:					
1-PERSONNEL	10.2	8.5	10.5	0.3	3.3%
2-OTHER O&M EXPENSE	63.7	65.5	54.0	(9.6)	-15.1%
3-DEBT SERVICE	13.0	13.0	14.4	1.5	11.3%
4-CAPITAL OUTLAY	1.2	1.1	1.7	0.5	37.2%
5-TRANSFERS OUT	0.03	0.03	0.03	0.0	1.9%
INFRASTRUCTURE USE FEE RATEPAYER CREDIT	4.8	0.0	0.0	(4.8)	-100.0%
6-INTERNAL FIXED CHARGES	4.0	4.0	4.4	0.5	12.2%
Total Expenditures	\$96.8	\$92.1	\$85.1	(\$11.7)	-12.1%
Net Annual Activity	(26.3)	(23.5)	(15.6)		
Projected CIP Carryover to FY22-23		(37.0)			
Projected Ending Available Fund Balance, June 30, 2022	\$41.3	\$23.4	\$7.8		
Fund Balance as % of Expenditures	42.7%	25.4%	9.2%		
Target Reserve Level	25%	25%	25%		

Totals may not add due to rounding

WASTEWATER FUNDS (IN MILLIONS)

	FY21-22 Adopted Budget	FY21-22 Year-End Estimates	FY22-23 Proposed Budget	\$ Change FY23 Proposed vs. FY22 Adopted	% Change
Beginning Available Fund Balance, July 1	\$58.0	\$63.9	\$63.0		
Revenues:					
09-FEES/CHARGES	47.7	47.5	47.5	(0.2)	-0.4%
10-FINES/FORFEITURES	0.00	0.00	0.29	0.3	0.0%
13-INTEREST	0.5	0.4	0.4	(0.1)	-25.7%
PROCEEDS - SALE OF BONDS / LOAN	22.6	0.9	16.0	(6.5)	-28.9%
INFRASTRUCTURE USE FEE REPAYMENT	3.6	3.6	3.0	(0.6)	-16.7%
Total Revenues *	\$74.4	\$52.4	\$67.2	(\$7.2)	-9.6%
Expenditures by Type:					
1-PERSONNEL	10.7	9.7	12.0	1.3	12.7%
2-OTHER O&M EXPENSE	38.6	14.5	48.1	9.5	24.7%
3-DEBT SERVICE	9.4	9.5	9.4	(0.0)	0.0%
4-CAPITAL OUTLAY	2.9	2.9	1.8	(1.2)	-39.2%
5-TRANSFERS OUT	0.03	0.03	0.03	0.0	1.9%
INFRASTRUCTURE USE FEE RATEPAYER CREDIT	3.0	0.0	0.0	(3.0)	-100.0%
6-INTERNAL FIXED CHARGES	2.8	2.8	3.1	0.3	10.5%
Total Expenditures *	\$67.4	\$39.2	\$74.4	\$7.0	10.4%
Net Annual Activity	7.0	13.2	(7.2)		
Projected CIP Carryover to FY22-23		(14.0)			
Projected Ending Available Fund Balance, June 30, 2022	\$65.0	\$63.0	\$55.9		
Fund Balance as % of Expenditures	96.3%	160.6%	75.0%		
Target Reserve Level	25%	25%	25%		

*Excludes Operational Txfr between Fund 611 & Fund 621

Totals may not add due to rounding

ENVIRONMENTAL RESOURCES FUNDS (IN MILLIONS)

9

	FY21-22 Adopted Budget	FY21-22 Year-End Estimates	FY22-23 Proposed Budget	\$ Change FY23 Proposed vs. FY22 Adopted	% Change
Beginning Available Fund Balance, July 1	\$33.0	\$33.2	\$17.2		
Revenues:					
09-FEES/CHARGES	49.5	47.4	46.6	(2.8)	-5.7%
10-FINES/FORFEITURES	0.3	0.1	0.2	(0.1)	-37.2%
13-INTEREST	0.3	0.2	0.2	(0.2)	-49.4%
INFRASTRUCTURE USE FEE REPAYMENT	3.3	3.3	2.8	(0.6)	-16.7%
16-OTHER REVENUE	0.0	10.2	0.0	(0.0)	-10.4%
Total Revenues	\$53.4	\$61.1	\$49.7	(\$3.6)	-6.8%
Expenditures by Type:					
1-PERSONNEL	22.6	22.5	22.9	0.3	1.4%
2-OTHER O&M EXPENSE	29.3	25.4	22.6	(6.6)	-22.7%
3-DEBT SERVICE	2.1	2.1	2.1	(0.0)	-1.2%
4-CAPITAL OUTLAY	0.7	10.7	0.6	(0.1)	-11.3%
5-TRANSFERS OUT	0.1	0.1	0.1	0.0	1.9%
INFRASTRUCTURE USE FEE RATEPAYER CREDIT	2.8	0.0	0.0	(2.8)	-100.0%
6-INTERNAL FIXED CHARGES	8.5	8.5	8.8	0.2	2.8%
Total Expenditures	\$66.1	\$69.3	\$57.1	(\$9.0)	-13.6%
Net Annual Activity	(12.8)	(8.2)	(7.4)		
Projected CIP Carryover to FY22-23		(7.8)			
Projected Ending Available Fund Balance, June 30, 2022	\$20.2	\$17.2	\$9.9		
Fund Balance as % of Expenditures	30.6%	24.9%	17.3%		
Target Reserve Level	25%	25%	25%		

Totals may not add due to rounding

1. That the City Council adopt the following resolutions:
 - A resolution of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2022-23;
 - A resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2022, in accordance with the Operating Budget for the Fiscal Year 2022-23;
 - A resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the Attached Classification and Salary Schedule;
 - A resolution of the City Council of the City of Oxnard Establishing Financial Management Policies
 - A resolution of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2022-23;
 - A resolution of the City Council of the City of Oxnard adopting a Master Fee Schedule; and
2. That the Housing Board of Commissioners adopt a Resolution Approving the Housing Authority's Operating Budget for the Fiscal Year 2022-23.



QUESTIONS



Fiscal Year 2022-2023

BUDGET ADOPTION

June 21, 2022



Overview

1 Big Picture: Where We Were, Where We Are Going

2 Budgeting 101

a. Where Do Your Taxes Go

3 Citywide Restorations

4 Fiscal Year 2022-23

a. General Fund Revenue and Proposed Expenditures

b. All Funds Proposed Expenditures

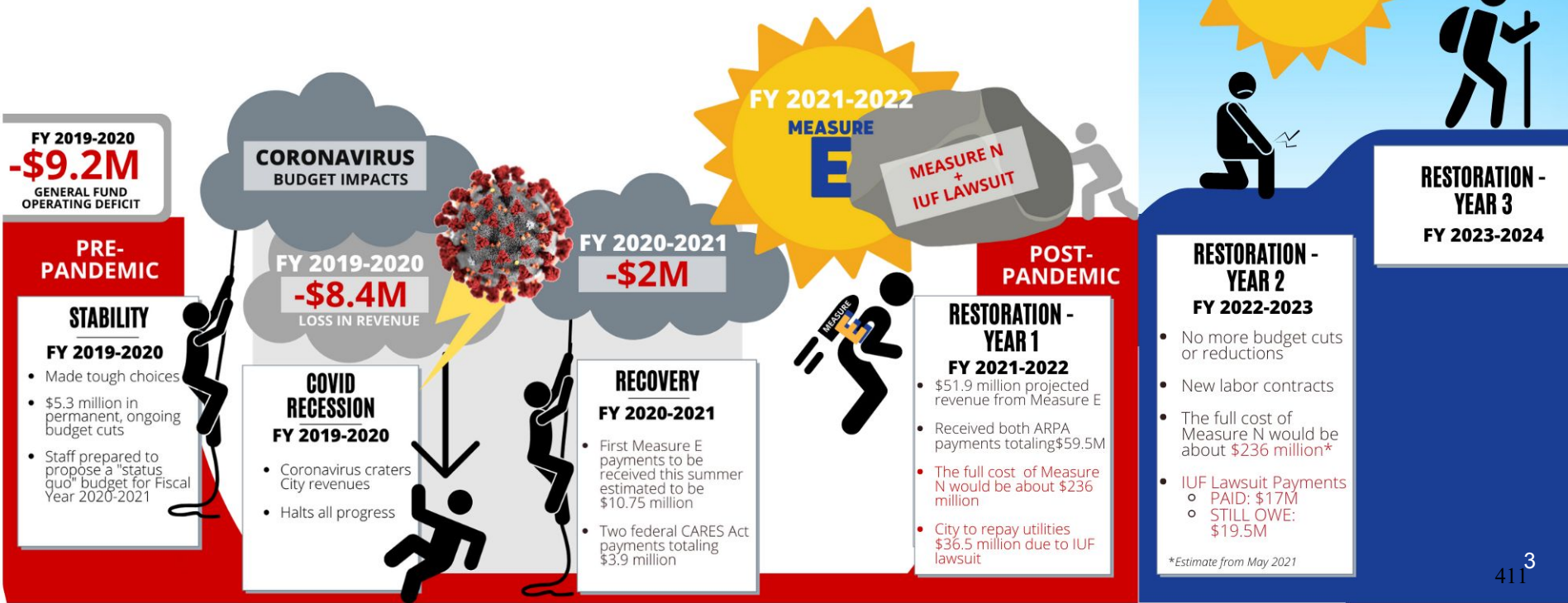
c. Measure O Weaning Schedule

5 Conclusion

a. Challenges in the Year Ahead

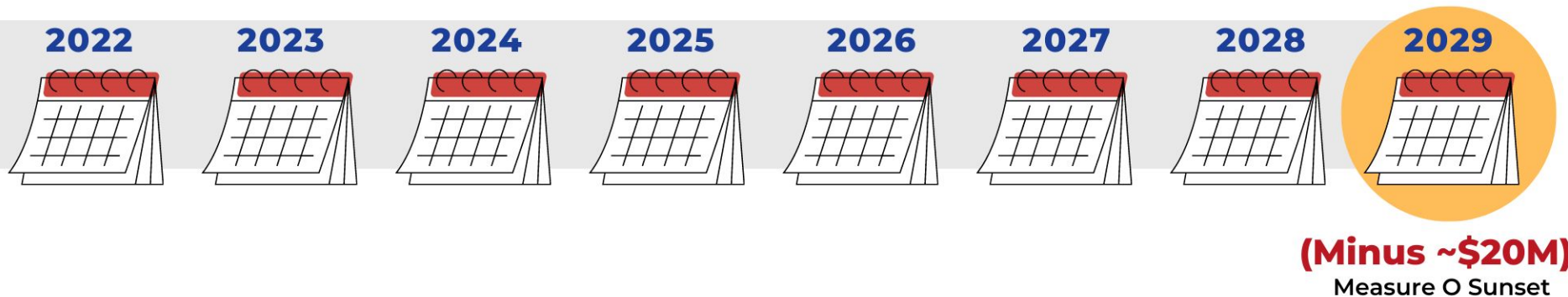
b. Organizational Effectiveness

Pre- and Post-Pandemic Budget Impacts



FISCAL RESPONSIBILITY:

PLANNING WITH 2029 BUDGET IN MIND



Taxes and Other General Fund Revenue



PRE-COVID

FY 2018-19
ACTUALS

FY 2019-20
ACTUALS

FY 2020-21
ACTUALS

One Year of



FY 2021-22
ESTIMATE*

FY 2022-23
PROJECTED*

 **SALES TAX**
Includes Measure O

\$48.5 million

\$46.3 million

Reduction of **\$2.2 million**,
a **5% decline** compared to
FY 18-19 actuals

\$67.9 million

Increase of **\$21.6 million**,
a **47% increase** with
adoption of **Measure E***

\$112.6 million

Increase of **\$44.7 million**,
a **66% increase** with
one year of **Measure E**

\$113.9 million

Increase of **\$1.3 million**,
a **1% increase**

 **HOTEL TAX**

\$5.6 million

\$4.3 million

Reduction of **\$1.3 million**,
a **23% decline** compared
to FY 19 actuals

\$4.3 million

Decrease of **\$35k**,
a **1% decline**

\$4.7 million

Increase of **\$478k**,
an **11% increase**

\$5.6 million

Increase of **\$856k**,
a **15% increase**
1% above pre-pandemic
level

 **OTHER
REVENUE***
Includes property tax, business
license tax, franchise tax, etc.

\$98.4 million

\$99.9 million

Increase of **\$1.5 million**,
a **1% increase** (with one-time
Sales So. CA Edison Rule 20A)

\$106.2 million

Increase of **\$6.3 million**,
a **6% increase** with one-
time State COVID relief

\$104.1 million

Decrease of **\$2.1 million**,
a **2% decline**

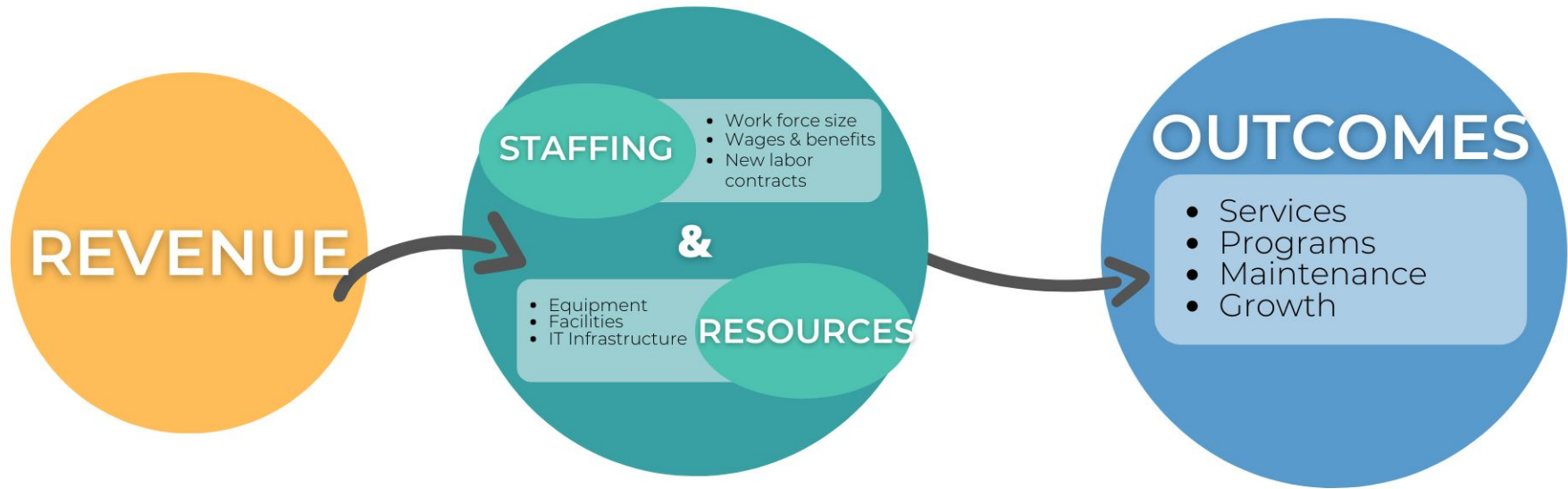
\$106.9 million

Increase of **\$2.8 million**,
a **3% increase**

*Partial payment for fiscal year

*Estimates and Projections subject to change

Organizational Effectiveness



Challenges in the Year Ahead



New Labor
Contracts



Inflation



Supply Chain
Disruption



Energy Costs



Potential New
Covid-19 Impacts



"The Great Resignation"



Inventory of Deferred
Maintenance Mounting



New Lawsuits Likely

Challenges in the Year Ahead

**START
BUILDING
YOUR FUTURE
TODAY**

- ✓ Competitive starting wage
- ✓ 30% employee discount
- ✓ Flexible hours
- ✓ Up to \$3,000 in tuition assistance

Start your application today at careers.mcdonalds.com

A recruitment poster for McDonald's. The top half has a yellow background with the text 'START BUILDING YOUR FUTURE TODAY' in black. The bottom half has a white background with a list of benefits, each preceded by a checkmark in a red box. On the right side, there is a partial view of a person wearing a blue McDonald's uniform shirt with a name tag that says 'ALEXA'. The McDonald's logo is at the bottom right.

**IN-N-OUT
BURGER**

Now Hiring

Starting at **\$17.00** Per Hour | Earn up to **\$20.50** Per Hour

apply at In-N-Out.com

A recruitment sign for In-N-Out Burger. At the top is the In-N-Out logo, which consists of a yellow arrow pointing right above the text 'IN-N-OUT BURGER' in red. Below the logo is a large sign with a blue background and white text. The sign says 'Now Hiring' in red, followed by 'Starting at \$17.00 Per Hour' and 'Earn up to \$20.50 Per Hour'. At the bottom, it says 'apply at In-N-Out.com'. The sign is mounted on a building.

n p r

CULTURE MUSIC PODCASTS & SHOWS SEARCH

BUSINESS

Target is raising its minimum wage to as much as \$24 an hour

March 1, 2022 · 3:19 PM ET

RINA TORCHINSKY

A screenshot of an NPR article. At the top is the NPR logo, which consists of three colored squares (red, black, blue) with the letters 'n', 'p', and 'r' respectively. Below the logo is a navigation bar with links for 'CULTURE', 'MUSIC', 'PODCASTS & SHOWS', and a 'SEARCH' button. The article title is 'Target is raising its minimum wage to as much as \$24 an hour' in bold. Below the title is the date and time 'March 1, 2022 · 3:19 PM ET' and the author's name 'RINA TORCHINSKY'. At the bottom is a photo of a Target store with its red and white logo visible.

REFERENCE GUIDE

FUND

IS

ACCOUNT



REVENUE

IS

MONEY



Examples of Major City Funds

GENERAL FUND



WATER, SEWER, REFUSE



SPECIAL ASSESSMENTS



How much property tax money does the City actually get?

\$500,000



Oxnard, California



\$5,000

PROPERTY TAX

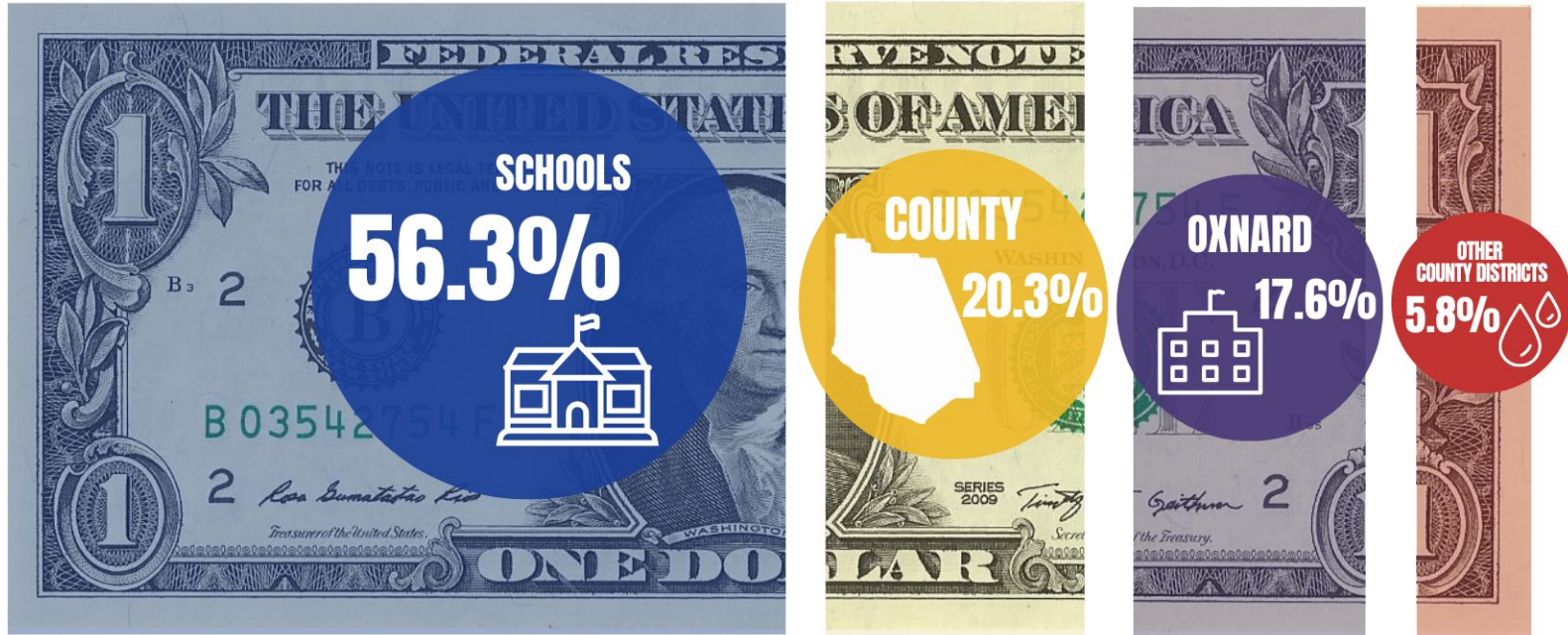


CITY RECEIVES

\$880

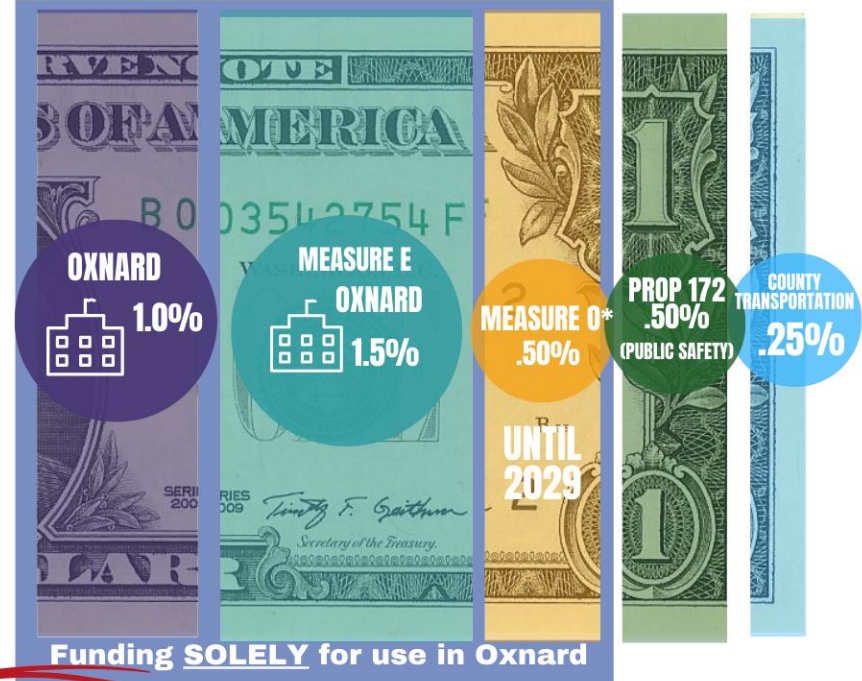
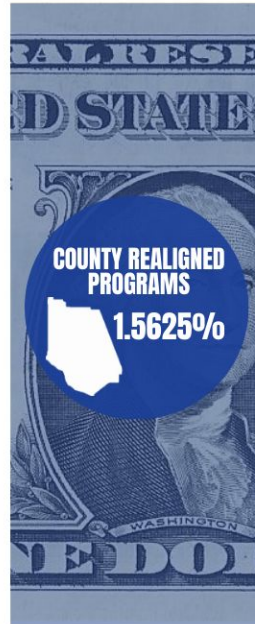
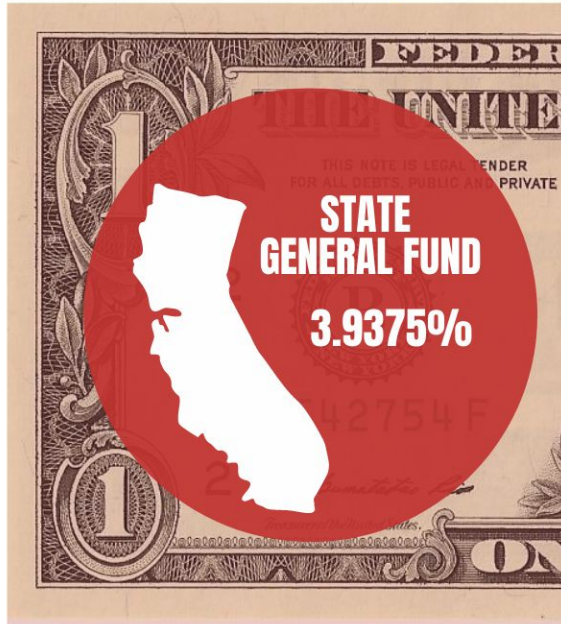
2 Budgeting 101

WHERE DO YOUR PROPERTY TAXES GO?



2 Budgeting 101

WHERE DO YOUR SALES TAXES GO?



*9.25% sales tax rate effective April 1, 2021; decreases to 8.75% in 2029

2 Budgeting 101

How Sales Tax is Applied

\$20 Shirt



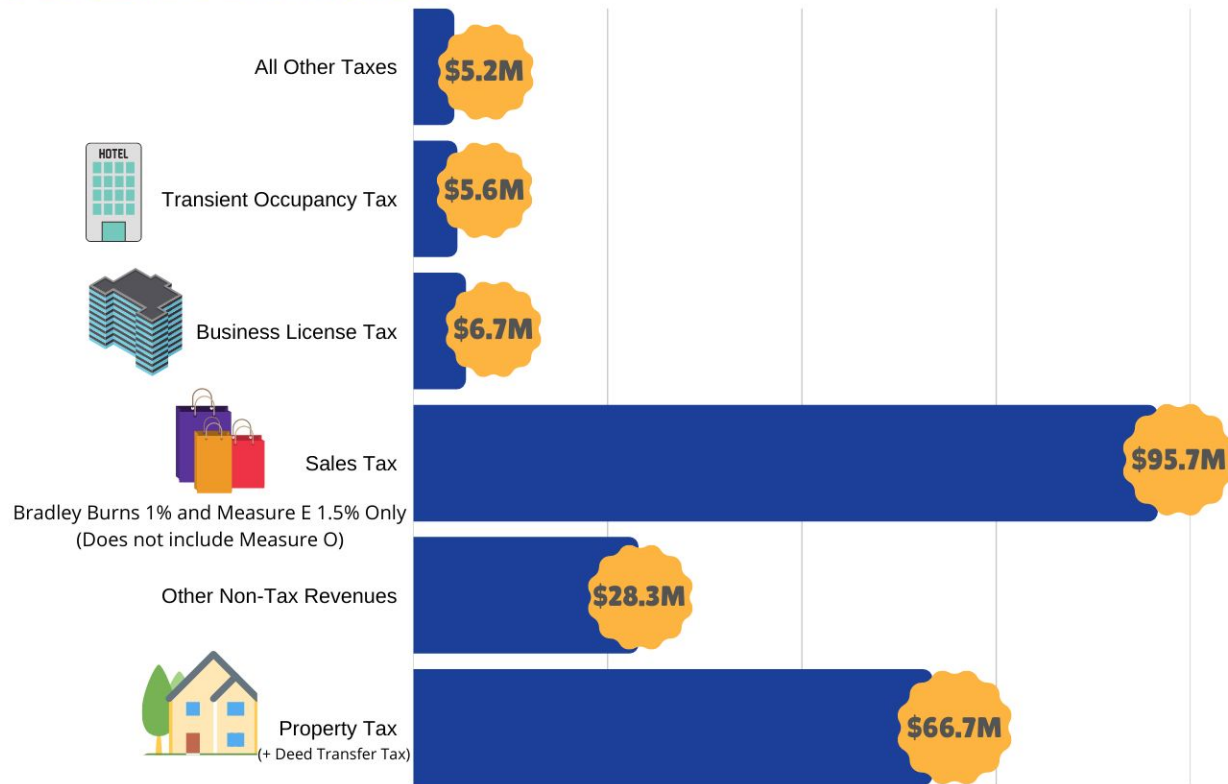
Purchased in Oxnard



The City gets
60 cents
of the total \$1.85 in sales tax

An Easier Way to Understand General Fund Revenues

FY 2022-23 Estimates*



Taxes Make Up
86.4%
 of Total General Fund
 Revenues

**Estimates subject to change*

2 Budgeting 101

RESTRICTED REVENUES



UTILITIES



Funds can only be spent on respective water, sewer and trash operations and capital

GRANTS



Funds can only be spent on grant-specific eligible expenses

SPECIAL TAXES



Example: the gas tax is restricted to public streets and rights of way

SPECIAL ASSESSMENTS



Funds can only be spent on district-related activities collected on top of 1% property tax

BOND PROCEEDS



Funds must be used for specific purposes

2 Budgeting 101

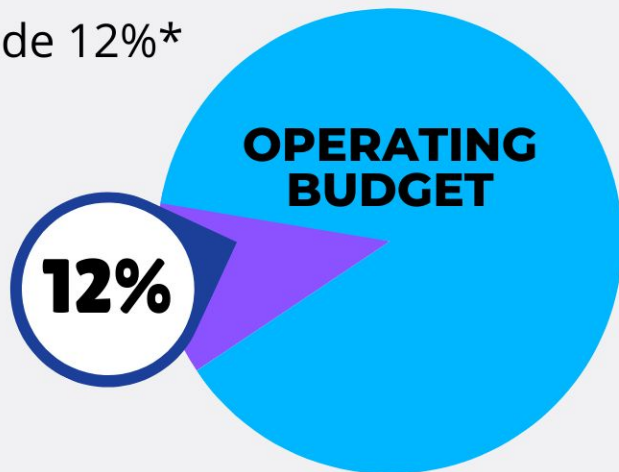
RESERVES

(RAINY DAY FUND)

The City sets aside a certain amount of funding for an emergency.
The City's current reserve goals are:

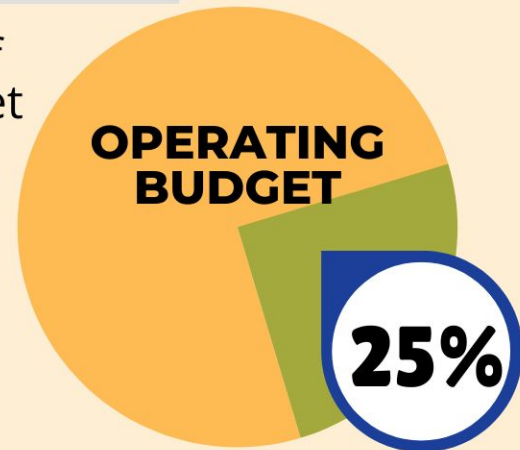
General Fund (101)

- Set aside 12%*



Water, Sewer & Trash

- Set aside 25% of operating budget for each utility



*City Council Policy; City Manager and Chief Financial Officer recommend reserving 15% when possible

3 Citywide Restorations



2021 - 2025 CITY COUNCIL 5-YEAR PRIORITIES

Quality of Life

1. Restore and enhance youth programs and launch the **Oxnard Arts Academy** for local youth in South Oxnard
2. Restore and enhance senior programs and build **the Council-approved new Senior Center**
3. Continue to address homelessness in Oxnard
4. Build an **Aquatics Center** in South Oxnard
5. Reopen the Carnegie Art Museum and create a process to study the Oxnard PACC

Economic Development

1. Focus on business retention and expansion and new business attraction
2. Train and prepare residents for employment at local businesses through the Oxnard Employee Pipeline
3. **Revitalize the Hueneme/Saviors/Pleasant Valley/Channel Islands Corridor**
4. **Renovate 4th St.** between Downtown and train station to create a safe connection between the transit center and downtown
5. **Create a new Zocalo** in South Oxnard

Public Safety

1. Maintain 911 emergency response times
2. Maintain fire protection services
3. Restore Neighborhood Police program
4. Restore and possibly increase paramedic squads
5. **Create a modern disaster preparedness program to prepare the City for response and recovery from earthquakes, flooding and other disasters**

** Modest and incremental implementation of security cameras; data driven by OPD*

** Modest and incremental implementation of a lifeguard program*

Infrastructure and Natural Resources

1. Restore proper **street paving cycle**
2. Restore proper maintenance of parkways and medians, tree trimming cycle, and clean up the gateways to the City
3. **Ensure adequate future water supply**
4. Repair **alleys**
5. Repair **seawalls**

Organizational Effectiveness

1. Secure long-term financial sustainability
2. Replenish the City's financial reserves and establish sufficient reserves to respond to disasters such as earthquakes and floods
3. Invest in appropriate staffing levels to get the job done
4. Strengthen the City's cybersecurity
5. Invest in staff training and development





Fiscal Year 2021-22: American Rescue Plan

Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access

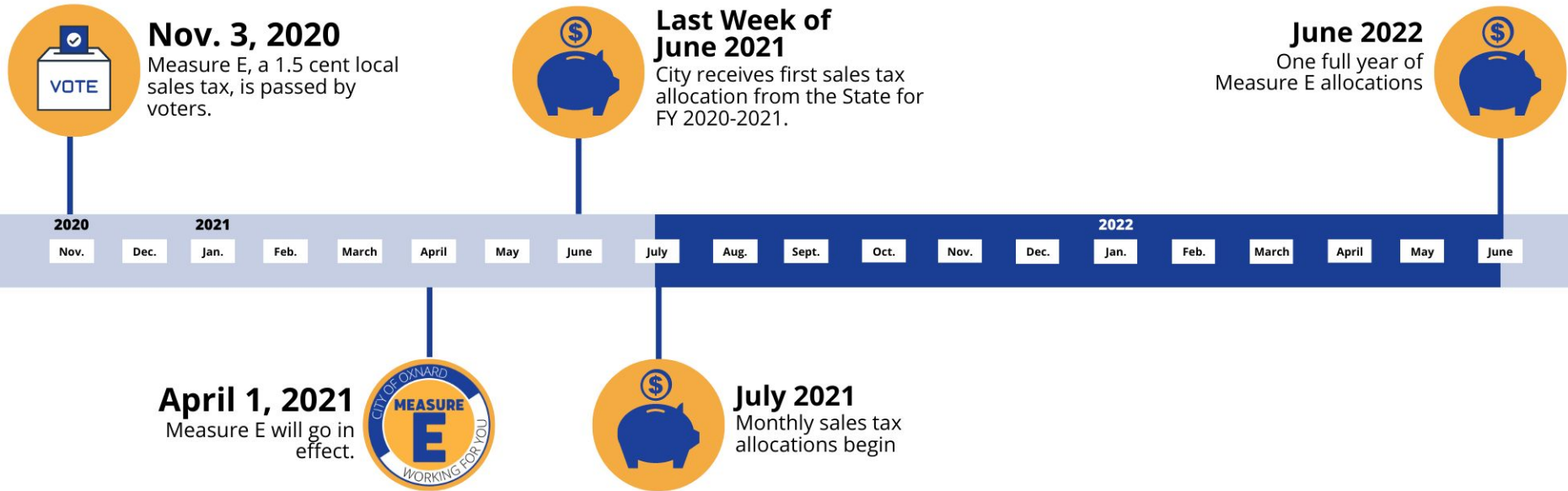
OXNARD RECEIVED \$59.5M IN ONE-TIME FUNDING.

COUNCIL APPROPRIATED FUNDING TO VARIOUS PROJECTS, INCLUDING CIP.

MEASURE E

EXCELLENCE FOR OXNARD

IMPLEMENTATION TIMELINE





THREE RESTORATION BUDGETS

FY 2021-2022 RESTORE



FY 2022-2023 RESTORE + IMPROVE



FY 2023-2024 RESTORE, IMPROVE + ADD



RESULTS: FY 2021-2022 *As of May 12, 2022*



PARKS, MEDIANS & TREES

Projecting Nearly \$6M in Investments

- **\$2.1M** in maintenance contracts for median & parkway landscapes
 - (includes \$300K approved mid-year for irrigation repair and \$100K for parks)
- **\$1.3M** for field, utilities and equipment replacements
- **\$1.3M** for parks contract (mowing, gophers, etc.)
- **\$1.2M** tree maintenance contracts (pruning, tree removals)

INFRASTRUCTURE AND NATURAL RESOURCES

FY 2021-22 | YEAR 1 RESULTS



RESTORED LEVELS OF SERVICE PARKS, MEDIANS & TREES		
Pre-Measure E	Contract Services:  With Measure E	
Attempt monthly	 PARKS MOWING	Weekly
Budget for 1,562 annually	 TREE PRUNING	Over 7,000
Weekly	 TRASH REMOVAL	3x per week
As available	 RESTROOM CLEANING	Daily restroom custodial services
No set schedule	 GOPHER CONTROL	Monthly
No on-call irrigation services	 IRRIGATION	On-call irrigation services

INFRASTRUCTURE AND NATURAL RESOURCES

FY 2021-22 | YEAR 1 RESULTS

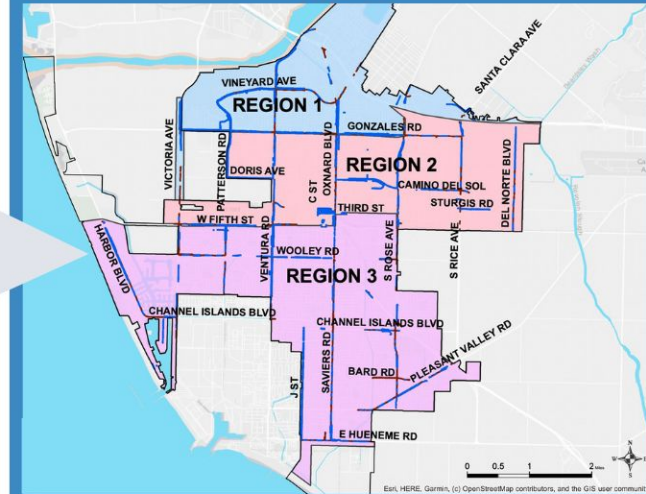


Measure E Streets Landscapes & Trees Maintenance Contracted Services*

- On-call irrigation repair and supplies: Year-to-date contractor has completed **188 repairs** in the street landscapes
- Monthly contract landscape maintenance of median & parkway landscapes

	REGION 1	REGION 2	REGION 3	TOTALS FULL CITY
 TREES	2,149	2,146	2,365	6,660 TREES TRIMMED THIS YEAR
 MEDIAN & PARKWAY ACRES: LANDSCAPE	33.3 ACRES	31.7 ACRES	28.97 ACRES	94 ACRES
 HARDSCAPE	7.4 ACRES	10 ACRES	9 ACRES	26.4 ACRES

General Services Maintenance Areas



**\$2.1M in maintenance contracts for median & parkway landscapes
(includes \$300K approved mid-year for irrigation repair and \$100K for parks)**

*Additional service areas to be proposed for FY 22-23 budget

INFRASTRUCTURE AND NATURAL RESOURCES

FY 2021-22 | YEAR 1 RESULTS



RESTORATIONS | YEAR 1 PARKS

Pre-Measure E

- Minimal dragging of infields without new infield material
- No playground repairs
- No amenity replacements



Park amenities



With Measure E

- Sports fields improvements with new infield material
- Playground repairs & amenities

\$708,000

- No assigned budget for additional utilities



Utilities

- Increased budget for utility requirements

\$383,000

- Lack of equipment impacted scheduling and ability to respond



Equipment

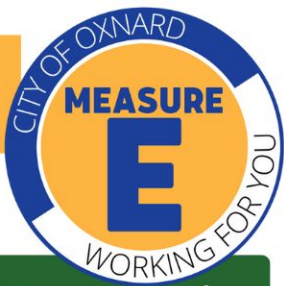
- Priority equipment replacement

\$285,000

\$1.3M for field, utilities and equipment replacements

INFRASTRUCTURE AND NATURAL RESOURCES

FY 2021-22 | YEAR 1 RESULTS



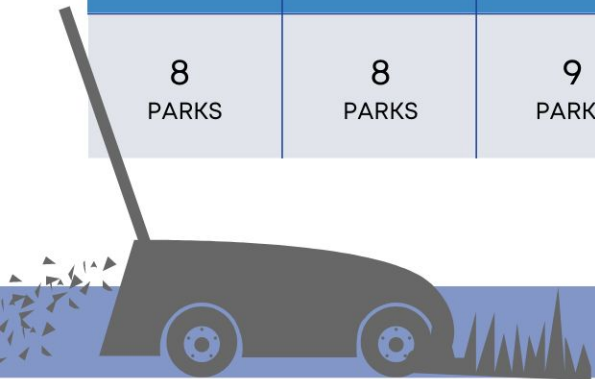


New Measure E Park Mowing Contracted Services*

- Weekly mowing contract of **33*** City General Services Parks

General Services Park Turf Maintenance Region

GENERAL SERVICES PARKS				
REGION 1	REGION 2	REGION 3	REGION 4	TOTAL
8 PARKS	8 PARKS	9 PARKS	8 PARKS	33 PARKS



\$1.3M for Parks Mowing Contract

*City has 53 parks. 34 are paid for by the General Fund (including one at the beach that does not require mowing), 17 are paid for by Special Districts, and 2 are paid for by Measure O. 4357

INFRASTRUCTURE AND NATURAL RESOURCES

FY 2021-22 | YEAR 1 RESULTS



RESULTS: FY 2021-2022 *As of May 23, 2022*

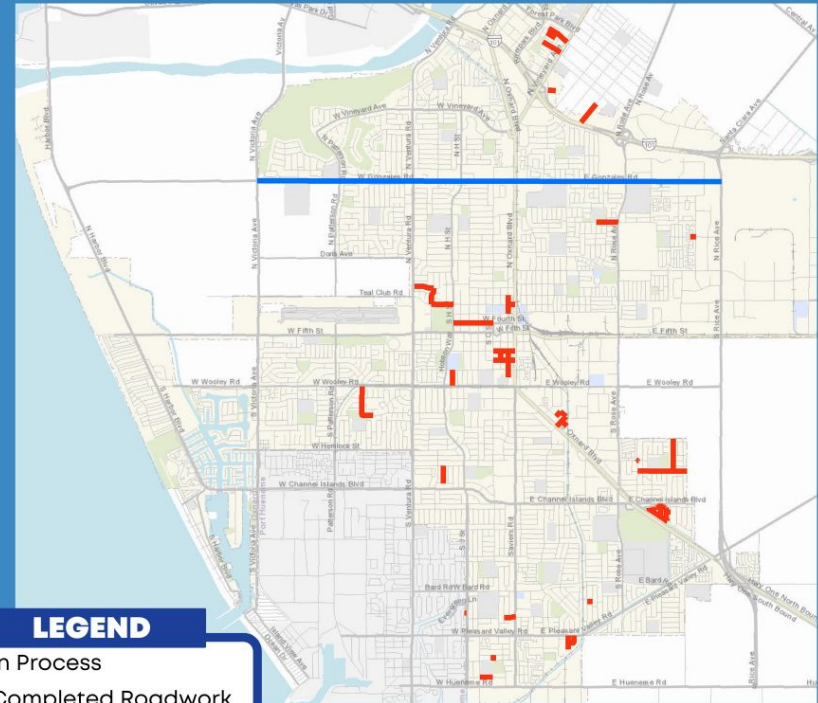


STREETS (CIP)

\$10.1M in Investments

- In process of completing **\$4.1M** investment in repaving East and West Gonzalez Road (26 lane miles)
- In process of completing **\$1.2M** investment repaving Doris Avenue
- Completed **\$4.8M** in residential street repairs (12.6 lane miles)

MEASURE E STREET IMPROVEMENTS



LEGEND

- In Process
- Completed Roadwork

INFRASTRUCTURE AND NATURAL RESOURCES

FY 2021-22 | YEAR 1 RESULTS



RESULTS: FY 2021-2022 STREETS AND ALLEYS REPAIRS* STATUS UPDATE

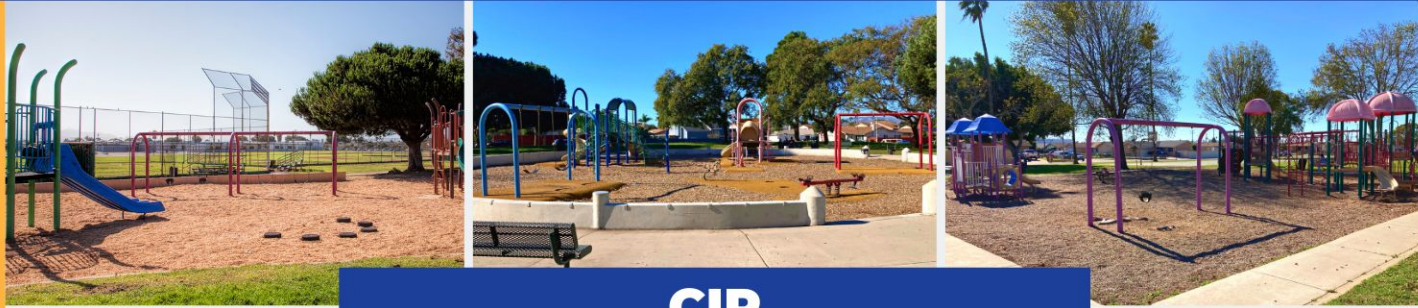
**Presented to the City Council May 18, 2021*

No.	Project	Current Avg PCI	Estimated Total Cost	Anticipated Completion Date	Current Status (May 23, 2022)
1	Rice Avenue (Stop Gap)	19	\$1.4M	4/2021	✔ Project Complete
2	Bryce Canyon South Neighborhood	45	\$2.3M	9/2021	✔ Project Complete
3	Fremont North Neighborhood	44	\$2.4M	9/2021	✔ Project Complete
4	Alley Reconstruction	24	\$5.9M	1/2022	📄 Project In Construction; Completion estimated for Summer 2022
5	La Colonia Neighborhood	31	\$2.8M	3/2022	✔ Design Complete; Construction estimated to start June 2022
6	Residential Neighborhoods - Various	25	\$2.8M	4/2022	✔ Project Complete
7	East Gonzales Road	60	\$1.3M	5/2022	✔ Design Complete; Construction estimated to start July 2022
8	Rice Ave Commercial Neighborhood	38	\$3.8M	5/2022	✔ Design Complete; Construction estimated to start June 2022
9	West Gonzales Road	61	\$1.1M	6/2022	✔ Design Complete; Construction estimated to start Sept. 2022
10	Teal Club Road	25	\$0.6M	6/2022	✔ Design Complete; Construction estimated to start June 2022

Estimated Total (All Projects): **\$24.4M***

**2/3rds of estimated street costs could be bonded*

RESULTS: FY 2021-2022 *As of May 12, 2022*



CIP

Completing \$2.8M in Non-Streets Investments

- Anticipate starting bid process of **\$1.2M** investment replacing playgrounds at Johnson Creek Park, Thompson Park, and Sierra Linda Park
- Currently in design phase for **\$1.6M** investment for various other projects, facilities improvements, and storm water



RESTORED LEVELS OF SERVICE STREETS: POTHOLE REPAIRS

POTHOLE CREW:

- Repaired **2,583 potholes** from July 2021 to March 2022
 - In streets - **1,686**
 - In alleyways - **897**
- More than doubled the amount before Measure E in just 9 months (FY 20-21, 1,022 locations)

FY 2021-22 Investment: \$1,381,664



QUALITY OF LIFE

FY 2021-22 | YEAR 1 RESULTS

AFFORDABLE HOUSING

Secured funding to build **56 affordable housing units** at the Homeless Solutions Center and **87 units affordable housing units** at the Central Terrace Apartments.

Construction is expected to begin Summer 2022.



AQUATICS CENTER

June 2021: Received **\$5M in state funding** from Senator Monique Limon towards the design and building of an aquatics center in South Oxnard.

Dec. 2021: Engaged **more than 1,000 community members** regarding potential aquatics center design and amenities.

April 2022: City Council approved a contract with ELS to **design the South Oxnard Aquatics Center**.



GRANT FUNDING: PARKS & TRANSPORTATION

Won a **\$7.1M** state grant to revitalize Durley Park and a **\$3.5M** grant to remove trash and clean up public spaces.



Awarded **\$8.2M** of new grant funding for seven capital transportation projects.

HOMELESS SERVICES

Supported between **50-70 homeless individuals** each week through the "One-Stop Program" in partnership with the Oxnard Homeless Shelter and Ventura County.

In Nov. 2021, the City supported an encampment clean up at Ormond Beach with dozens of community partners that resulted in zero arrests and **66 persons** receiving supportive services and interim housing.

YOUTH & SENIORS

- Housing Department **secured \$1.9M in grant funding** towards programs for youth, seniors, health, homeless, neighborhoods, fair housing and housing services.
- Served **38,150 congregate hot meals** to-go and home-delivered meals to Oxnard seniors.
- Eight Recreation employees supported the weekly Wednesday **FoodShare distribution to 4,000 individuals each week**.
- Reopened Colonia Senior Center and completed the feasibility study for building a new Senior Center.

MEET UP CLEAN UPS

- Hosted **6 clean-up events at parks** throughout Oxnard with more than 500 volunteers.
- This included **two mega events** at larger community parks.



AMAZON FULFILLMENT CENTER

Community Development supported the **opening of the 2.3 million sq. ft. facility in 14 months** thanks to the dedication and hard work by staff.



The facility opened in 2022, offering more than **1,500 jobs** with health benefits. Through the City's partnership, **60% of new hires are from Oxnard.**

CANNABIS

Approved **15** of 16 Cannabis Retailer Special Use Permits by March 2022.

At least **6 retailers** are expected to open between now and October 2022.



EMPLOYEE PIPELINE

Slowly growing the Oxnard Employee Pipeline in partnership with Oxnard College.



JOB FAIRS

Hosted **two job fairs** in partnership with Oxnard College and the West Ventura County Business Alliance.



PUBLIC SAFETY

FY 2021-22 | YEAR 1 RESULTS

Public Safety Statistics Represent Calendar Year 2021

NEIGHBORHOOD POLICING TEAM

Restored Neighborhood Policing Team by **increasing assigned officers from 6 to 9.**



HOMELESS SERVICES

Increased resources towards PD's Homeless Liaison Officer (HLO) team, who responded to **4,084 calls/incidents** in 2021, an *increase of 61% over the prior year.*

EMERGENCY RESPONSE

Fire Department responded to **20,856 emergency incidents** and arrived in an average time of **4 minutes and 49 seconds.**



FIREFIGHTING

The Fire Department investigated **141 fires**, which also led to **20 arson arrests** in 2021.

GRANT FUNDING

Fire Department won more than **\$3.4M in grant funding** for additional personnel, equipment and training.



ADVANCED LIFE SUPPORT

Oxnard Fire increased their number of **Advanced Life Support (ALS)** responses to 513 in 2021, a **nearly 8 fold increase** over the prior year.



IMPROVED FINANCIAL MANAGEMENT & ORGANIZATIONAL EFFECTIVENESS

FY 2021-22 | YEAR 1 RESULTS

FINANCIAL TRANSPARENCY



Maintained **financial portal** on City homepage that provides the community with tools to learn more about the City's finances and access reports.
www.oxnard.org/finances



GENERAL FUND RESERVE

15% target General Fund reserve to be proposed with the 2022-23 budget.

PENSION OBLIGATION FUND

Court validation process for Pension Obligation Bonds (POBs) authorized by Council March 2022.



STAFFING

Processed nearly **8,000** job applications for positions with the City.

Placed **259 candidates into regular hire positions**, 41% of which were internal promotions as part of the City's commitment to invest in appropriate staffing levels to get things done.

Nearly 54% of the overall new hires are Oxnard residents.

Decreased the City's job vacancy rate from a high of 16.6% in Aug. '21 to 13.7% in Spring 2022.



TRAINING AND DEVELOPMENT

Launched monthly "Supervisors' Basics" training, with **more than 80 management-level employees participating in monthly training sessions.**

Converted **50% of employees** to a **new annual evaluation system** that is designed to enhance professional development and improve constructive feedback to build a more capable workforce.

Launched **Learn** system for all employees, which offers hundreds of courses ranging from increasing computer knowledge to strengthening project management skills.





Proposed Budget Highlights



FY 2022-23 Restoration Budget -Year 2

- **RECEIVED \$32M IN DEPARTMENT NEEDS FOR NEXT YEAR'S RESTORATIONS**
- **CAN ONLY AFFORD APPROXIMATELY \$12M FOR NEXT YEAR'S NEEDS**
- **THE FOLLOWING ARE RECOMMENDATIONS FOR THE CITY COUNCIL TO CONSIDER**



2ND RESTORATION BUDGET

PUBLIC WORKS DEPARTMENT

Year 1 - Restore (Current Year)

- Invested in contracted services to restore maintenance efforts for City-maintained parks, trees and medians
- Invested in equipment and staff in order to better respond to needed repairs and restorations
- This included street maintenance such as pothole repair, pavement marking and traffic signal operations

Year 2 - Restore and Improve (FY 22-23)

- Continue to enhance parks and medians maintenance
- Enhance park maintenance contract to increase frequency of trash can service, loose litter removal, and other groundskeeping/ maintenance services
- Grid prune trees along city-maintained secondary streets and in parks; and begin pruning residential trees to achieve a 5-year cycle

Measure O (FY 22-23)

- One-Time Project
- City-wide alley resurfacing

Proposed FY 22-23 Investment:

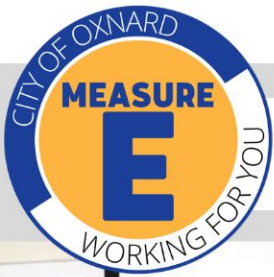
FY 21-22 Investment
(net of CIP):
\$10,273,893

Proposed FY 22-23 Investment
(net of CIP):
\$2,218,614

\$2.25M

Proposed FY 22-23 General Fund and Measure O One-Time Project Investment:

\$4,468,614



2ND RESTORATION BUDGET



POLICE DEPARTMENT

Year 1 - Restore (Current Year)

- Restore staffing
- Restore Neighborhood Policing Team by increasing assigned officers from 6 to 9
- Increase number of community events/activities from 62 to 153 that were attended by Neighborhood Policing Team

FY 21-22 Investment:
\$7,977,221

Year 2 - Restore and Improve (FY 22-23)

- Increase Neighborhood Policing Team assigned officers from 9 to 10
- Continue to invest in staffing to improve service delivery and 911 response times with the addition of one Public Safety Dispatcher and one Public Safety Dispatch Supervisor
- Increase support staff allowing officers to spend more time in the community with the addition of a Word processor, a Crime Analyst Supervisor, and a dedicated Body-Worn Camera Evidence Technician

Proposed FY 22-23 Investment:
\$928,679



2ND RESTORATION BUDGET



FY 21-22 Investment (net of EMS):
\$5,886.332

FIRE DEPARTMENT

Year 1 - Restore (Current Year)

- Host fire academy with 21 recruits in order to catch up on staffing needs
- Invested in three engines and 8 command vehicles to maintain public safety services and improve organizational resilience

Year 2 - Restore and Improve (FY 22-23)

- Invest in staffing to improve delivery of services to the community
- Improve fleet with safe and reliable fire apparatus and vehicles to ensure the public's continued safety and maximize firefighter capabilities
- Invest in EMS training and training aids
- Invest in two non-sworn inspectors to increase fire prevention services

Measure O (FY 22-23)

- One-Time Project
- Pay down Station 8 bonds

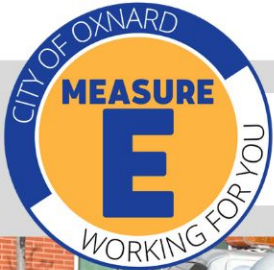
Proposed FY 22-23 Investment:

\$2,218,684

\$1.75M

Proposed FY 22-23 General Fund and Measure O One-Time Project Investment:

\$3,968,684



2ND RESTORATION BUDGET



COMMUNITY DEVELOPMENT

Year 1 - Restore (Current Year)

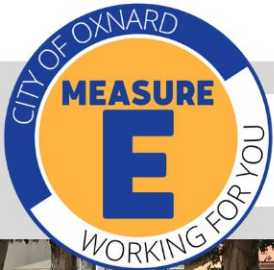
- Measure F implementation and implementation of a permit expediting program
- Consultant Plan Check and document imaging
- Invest in staffing

FY 21-22 Investment:
\$3,047,658

Year 2 - Restore and Improve (FY 22-23)

- Continue to invest in staffing to improve service delivery
- Continue Consultant Plan Check Services
- Contract services to support the work efforts of the department and to continue to improve customer service levels

Proposed FY 22-23 Investment:
\$1,236,832



2ND RESTORATION BUDGET



CULTURAL AND COMMUNITY SERVICES

Year 1 - Restore (Current Year)	Year 2 - Restore and Improve (FY 22-23)	Measure O (FY 22-23)
• Restore youth and senior services programs, Durley Park Youth Center, and Colonia Basketball Gym Hours • Add Meet-Up, Clean Up events • \$30K investment to expand Library Division's digital services	• Invest in additional staff to restore more services for youth, senior, and art programming • This includes the Cultural Art Program and extra help for the Colonia Neighborhood Programming	One-Time Project • Refresh library technology infrastructure to enable delivery of enhanced library services to residents
 FY 21-22 Investment: \$2,998,634	 \$115,589	\$300,000
Proposed FY 22-23 General Fund and Measure O One-Time Project Investment: \$415,589		

2ND RESTORATION BUDGET



IT | INTERNAL SERVICE FUND

Year 1 - Restore (Current Year)	Year 2 - Restore and Improve (FY 22-23)	Measure O (FY 22-23)
- Commence implementation of new ERP system to overhaul decades old systems - Commence the migration of the City's physical access security systems onto a current, common platform for improvements in response, management, and cost savings	- Invest in additional staff to improve service delivery - Upgrade outdated equipment and software - Enhanced cybersecurity	One-Time Project IT equipment refresh/upgrades
FY 21-22 Investment: \$2,957,398	\$3,500,000	\$450,000
Proposed FY 22-23 General Fund and Measure O One-Time Project Investment: \$3,950,000		

2ND RESTORATION BUDGET

FY 2022-23 GENERAL FUND ADDITIONAL INVESTMENTS

RISK INTERNAL SERVICE FUND (ISF)	BILLING AND LICENSING	HUMAN RESOURCES	FINANCE	CITY ATTORNEY'S OFFICE
\$939,800	\$49,210	\$11,190	\$34,552	\$16,000
NON- DEPARTMENTAL	CITY MANAGER'S OFFICE	HOUSING	CITY COUNCIL	
\$465,865	\$346,451	\$300,000	\$7,000	

Total Proposed General Fund Additions: \$12,381,466

FY 2022-23 Proposed General Fund Budget

OVERVIEW BY DEPARTMENT*



POLICE	FIRE	PUBLIC WORKS	COMMUNITY DEVELOPMENT	CULTURAL AND COMMUNITY SERVICES	IT	FINANCE	HUMAN RESOURCES
TOTAL PROPOSED INVESTMENT \$71M	TOTAL PROPOSED INVESTMENT \$30.8M	TOTAL PROPOSED INVESTMENT \$24.2M	TOTAL PROPOSED INVESTMENT \$13.9M	TOTAL PROPOSED INVESTMENT \$13.6M	TOTAL PROPOSED INVESTMENT \$12.2M	TOTAL PROPOSED INVESTMENT \$6.8M	TOTAL PROPOSED INVESTMENT \$3.5M
MEASURE O \$4.1M	MEASURE O \$3.6M	MEASURE O \$5.4M	MEASURE O \$0.36M	MEASURE O \$2.7M	MEASURE O \$1.2M		

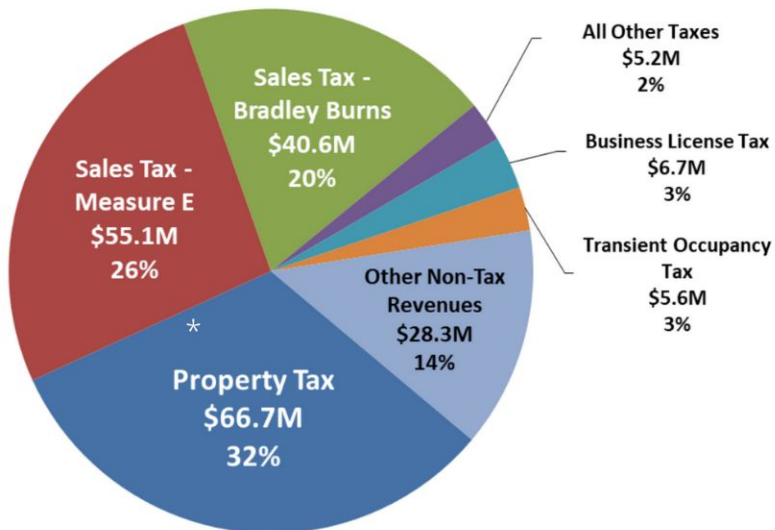
HOUSING	CITY MANAGER	CITY ATTORNEY	BILLING & LICENSING	CITY COUNCIL	CITY CLERK	CITY TREASURER
TOTAL PROPOSED INVESTMENT \$2.9M	TOTAL PROPOSED INVESTMENT \$2.8M	TOTAL PROPOSED INVESTMENT \$2.6M	TOTAL PROPOSED INVESTMENT \$1.4M	TOTAL PROPOSED INVESTMENT \$0.73M	TOTAL PROPOSED INVESTMENT \$0.62M	TOTAL PROPOSED INVESTMENT \$0.03M
MEASURE O \$1.1M	MEASURE O \$0.57M					

**Updated recommendations as of June 7, 2022*

General Fund FY 2022-23: Estimated Preliminary Revenues + Proposed Expenditures*

Revenue Sources

Proposed FY 2022-23
General Fund Revenues - \$208.2 (millions)

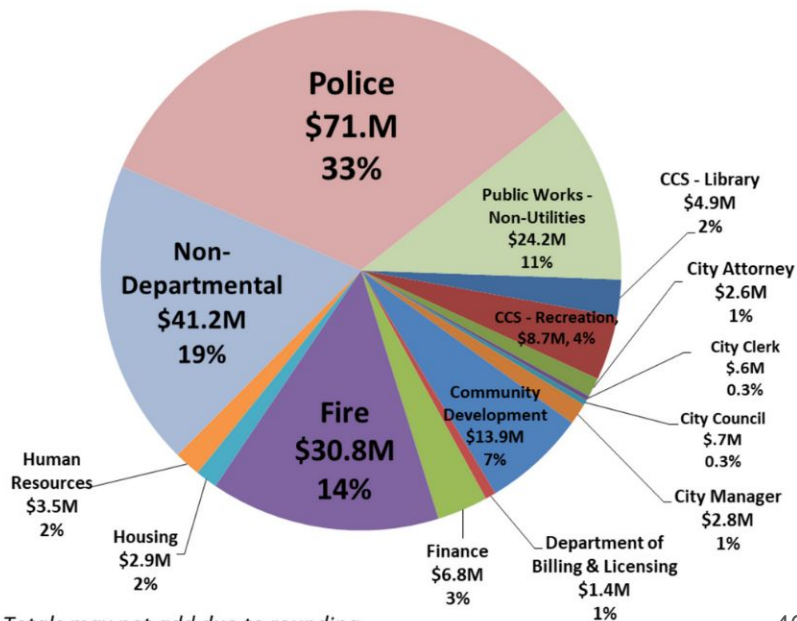


Totals may not add due to rounding.

**Estimates updated on June 7 2022*

Expenses (By Department)

Proposed FY 2022-23
General Fund Expenditures - \$216.1 (millions)



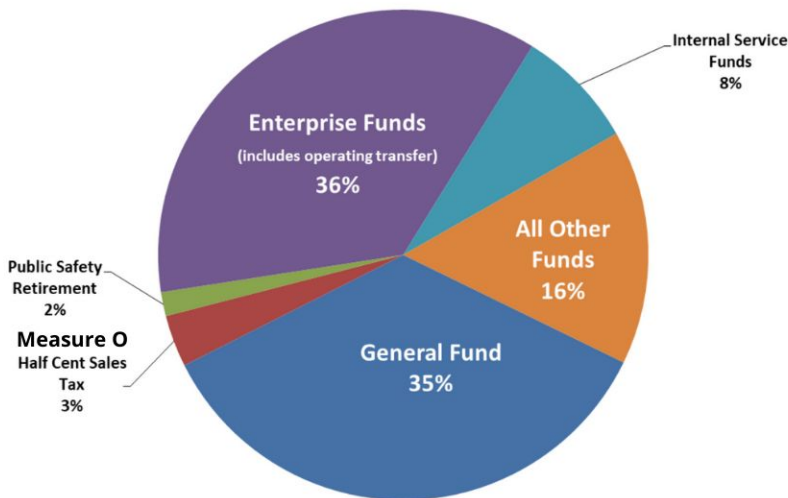
Totals may not add due to rounding.

All Funds FY 2022-23: Estimated Preliminary Revenues + Proposed Expenditures*



Revenue Sources

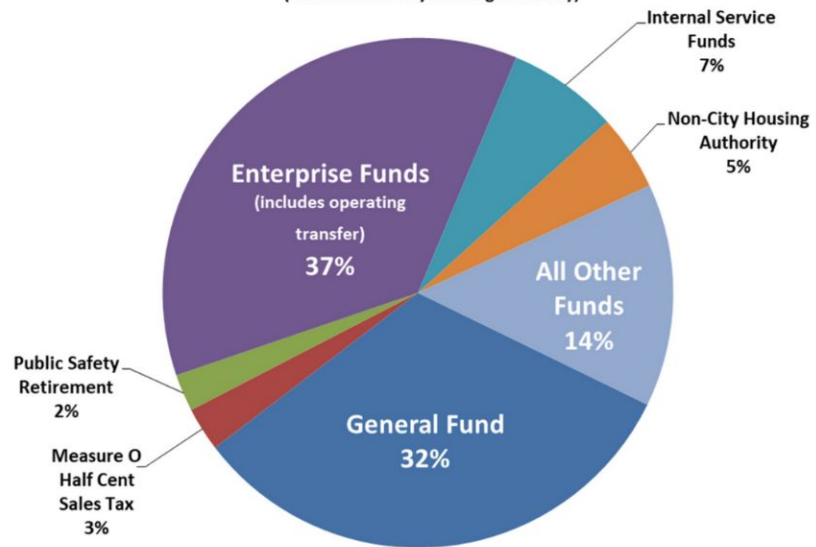
Proposed FY 2022-23 All Fund Revenues
\$589.0 (millions)



Totals may not add due to rounding.

Expenses (By Fund)

Proposed FY 2022-23 All Fund Expenditures
\$667.2 (millions)
(includes Non-City Housing Authority)



Totals may not add due to rounding.

*Estimates updated on June 7, 2022

Measure O Estimated Revenues & Proposed Expenditures



	FY2021-22 Year End Estimates (in millions)	FY2022-23 Proposed Budget (in millions)
Beginning Unreserved Fund Balance	\$11.4	\$9.4
Revenues:		
Half Cent Sales Tax (Measure O)	\$18.0	\$18.2
General Fund Loan Payment	\$1.9	\$1.9
Interest Income	\$0.0	\$0.0
Total Revenues	\$19.9	\$20.1
Expenditures by Category:		
Public Safety & Gang Prevention Total	\$12.5	\$8.6
Traffic & Road Improvements Total	\$2.2	\$4.5
Parks & Open Spaces Total	\$3.8	\$3.6
Other Community Improvements Total	\$1.5	\$1.8
Total Expenditures	\$20.0	\$18.6
Net Annual Activity	(\$0.1)	\$1.6
Estimated Multi-Year Projects and Other Carryover to FY202-23	\$1.8	
Projected Ending Fund Balance, June 30	\$9.4	\$11.0

Measure O Weaning Schedule

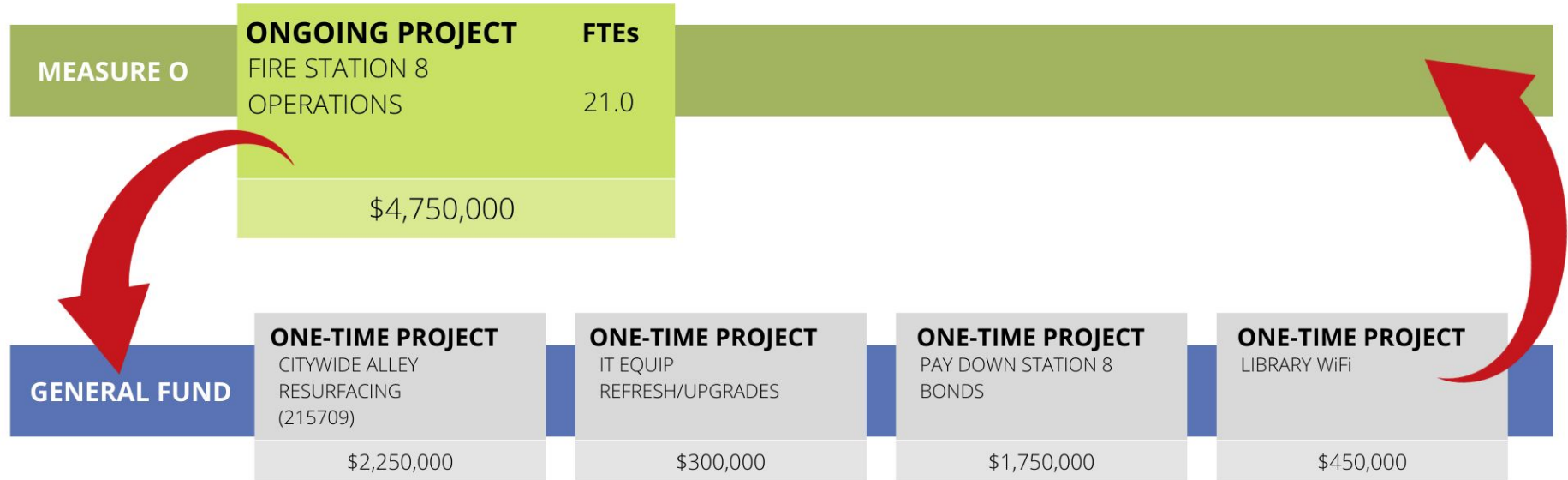


- **MEASURE O WILL SUNSET IN 2029, OR IF MEASURE N PREVAILS IN 2027**
- **THE MEASURE O WEANING SCHEDULE ALLOWS A TRANSITION SO THERE IS NO CLIFF WHEN MEASURE O SUNSETS**
- **THE MEASURE O COMMITTEE REVIEWED THE WEANING SCHEDULE AND IT'S BEING PRESENTED TO THE CITY COUNCIL ON JUNE 7TH**

FY 2022-23 Measure O Recommended Weaning Schedule

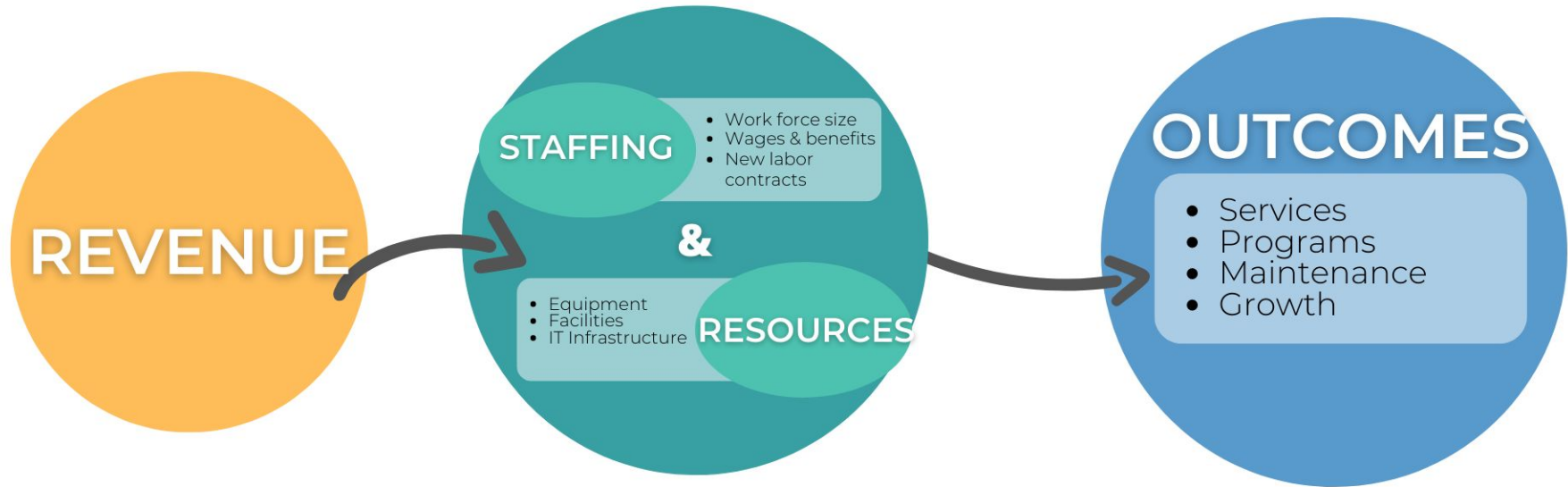


Example



**WHAT CAN WE ACHIEVE
WITH WHAT WE HAVE?**

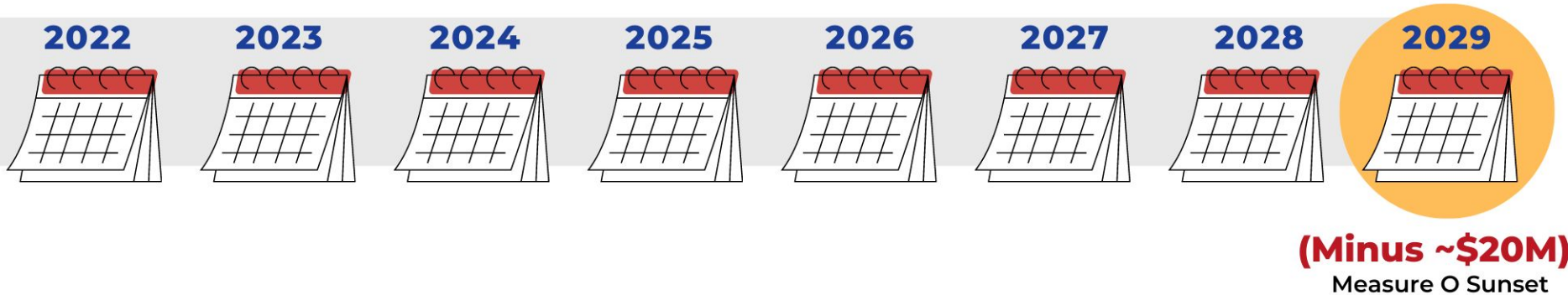
Organizational Effectiveness



Organizational Effectiveness



FISCAL RESPONSIBILITY: PLANNING WITH 2029 BUDGET IN MIND



Challenges in the Year Ahead



New Labor
Contracts



Inflation



Supply Chain
Disruption



Energy Costs



Potential New
Covid-19 Impacts



"The Great Resignation"



Inventory of Deferred
Maintenance Mounting



New Lawsuits Likely

UPCOMING MEETING:

6/21/22

City Council Adoption of the FY 2022-23 Operating Budget and Capital Improvement Budget

END OF PRESENTATION





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: June 21, 2022

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: Agreements A-8481 and A-8482 / Fore - Caltrans Relinquishment Agreement and Maintenance Agreement and Notice of Intent to Vacate Easement. (0/10/10)

RECOMMENDATION

That the City Council:

1. Adopt a Resolution authorizing the City Manager or designee to negotiate and execute a State Highway Relinquishment Agreement (Agreement Number A-8482) by and between the State of California, acting through its Department of Transportation, and the City of Oxnard; and
2. Authorize the City Manager or designee to negotiate and execute a Maintenance Agreement For Access Road (Agreement Number A-8481) by and between City of Oxnard, Oxnard Coastal Investments, LLC., and Ventura Land Development Company, LLC.; and
3. Adopt a resolution declaring its intention to vacate its right, title, and interest in a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road and direct the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Tuesday, July 26, 2022 at 6:00 p.m. at the City Council Chambers; and
4. Find the projects exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).

(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/vB1iQGm2eul>

BACKGROUND

EXECUTIVE SUMMARY

On May 23, 2022, the Community Development Director approved a Development Design Review Permit for the construction of a 5-story apartment building with 333 residential units and a 6-story centrally located parking structure with 510 residential parking spaces on a 4.23-acre project site (Fore Project). To facilitate the construction of this project the City must acquire an existing approximately forty (40) foot wide California Department of Transportation (Cal-Trans) access road, totaling approximately 32,227 square feet (Access Road) to allow for adequate emergency access and vacate an existing City utility easement. As a result, the developer has requested that the City acquire the access road and in exchange has agreed to maintain the Access Road on behalf of the City in perpetuity. To accomplish this, the City would be entering into agreements with both Cal-Trans and the property owners of 2700 and 2750 North Ventura Road (Property Owners). The agreement with Cal-Trans would allow for the transfer of the access road property to the City,

subject to certain requirements, and the maintenance agreement would require the Property Owners to maintain the Access Road. The maintenance agreement shall run with the land, and will apply to all future owners of the property located at 2700 and 2750 North Ventura Road. The acquisition of this Access Road would provide for emergency access to the Fore Project, as well as ensure that adequate fire access is maintained for the existing Oakmont Senior Living Facility. Additionally, Fore Property (Developer) on behalf of the Property Owners, has requested the vacation of the existing utility easement. Per the Fore Project conditions, in exchange for the vacation of this utility easement, the Fore Project will provide a right-of-way dedication along Ventura Road. With this dedication, adequate space would be provided for all future public utilities and improvements.

On June 2, 2022, the Planning Commission reviewed the request to acquire the Access Road and to vacate the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road for General Plan conformance as required by California Government Code Section 65402(a). The Planning Commission determined the proposed actions would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan, therefore the City can proceed with the requested actions, subject to City Council approval.

BACKGROUND

Fore Apartment at RiverPark (Fore) Project

On December 11, 2019, the City received a development application for a Development Design Review (DDR) Permit to allow for the development of the 333-unit apartment project. This application was dependent upon an amendment to the RiverPark Specific Plan (RPSP). The amendment to the RPSP was approved by the City Council on April 5, 2022. The amendment allowed for an increase in the maximum number of units allowed within the specific plan area, by allowing for high density housing in three new locations. The project represents the first development in one of those three project locations. As a result, the DDR Permit was able to move forward under the amended RPSP. On May 23, 2022, the Community Development Director approved a Development Design Review Permit for the construction of the Fore Project. Subsequent to the Fore Project approval an appeal of the Community Development Director decision was filed on May 31, 2022. The appeal is still pending, however, City Council may proceed with the requested actions as they only authorize the City Manager to enter into the agreements, subject to final negotiations. The agreements would not be executed nor would the utility easement be vacated until the appeal has been resolved, in a manner that would allow the Fore Project to move forward as proposed.

Cal-Trans Access Road

Due to the Fore Project design, the project required the use of an adjacent Access Road currently located within the Cal-Trans Right-of-Way. However, Cal-Trans does not allow for access and improvements associated with private developments within their right-of-way and will only transfer the property to a governmental entity. As such, to facilitate the development, the City must acquire the Access Road from Cal-Trans. The Access Road currently provides access to an existing detention basin and an existing pedestrian overcrossing facility located along the northbound direction of US 101 and extending over the Santa Clara River. Concurrent with processing of the RPSP Amendment, the property owners of 2700 and 2750 North Ventura Road, processed a Development Agreement Amendment (DAA). As the access road was integral to the Fore Project, a provision related to the maintenance of the access road was included in the DAA. Under the DAA, the property owners agreed to enter into a maintenance agreement for the access drive and road located just north of Highway 101 and to the East of Ventura Road with the City of Oxnard. The maintenance agreement was to be entered into after the Developer secured entitlements for the Fore Project and prior to the City acceptance of the access road.

On June 2, 2022, the Planning Commission reviewed the request to acquire the Access Road for General Plan conformance as required by California Government Code Section 65402(a). The Planning Commission determined the proposed acquisition would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan and adopted Planning Commission Resolution 2022-26 which has been included as Attachment 3.

Also, as a condition of the DDR Permit, the Developer must provide evidence of the transfer of ownership of the Access Road to the City prior to the issuance of any site improvement permits. Neither the DAA language nor the approval of the DDR Permit obligate the City to accept the Access Road, and should the transfer not take place, the Fore project would

need to be redesigned in a manner to no longer require the use of the access road.

Utility Easement Vacation - Planning and Zoning Permit No. 22-660-01 (Street Vacation)

The property, located at 2700 and 2750 North Ventura Road, consists of two parcels which are currently vacant, as shown in Attachment 1. The easement, as shown in Attachment 7 Exhibit A, was initially granted to the City, for the purpose of allowing for the placement of utilities. As noted above, on May 23, 2022, the Community Development Director approved a Development Design Review Permit for the Fore Apartments at RiverPark project. As a condition of approval of the project, the Applicant was required to request the vacation of the subject public utility easement. In exchange for the vacation of the 38 foot utility easement, the Applicant was conditioned to provide a 16-foot public dedication, along with a new public sidewalk easement, if needed.

On June 2, 2022, the Planning Commission reviewed the request to vacate the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road for General Plan conformance as required by California Government Code Section 65402(a). The Planning Commission determined the proposed vacation would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan and adopted Planning Commission Resolution 2022-25 which has been included as Attachment 4.

ANALYSIS AND DISCUSSION

Access Road Acquisition

In early 2020, shortly after the submission of the Fore Project, City staff began discussions with the future Developer of the Fore Project, and Cal-Trans regarding the transfer of the access road to the City of Oxnard in support of the proposed project. As mentioned above, the acquisition of the access road is integral to the design of the Fore Project, as it is necessary to provide for adequate emergency access around the perimeter of the project site. Additionally, east of the Fore Project site, further down the access road, is the Oakmont Senior Facility. The Oakmont development currently has a gate to access the existing access road along its northern property line, however, as it is not a City Right-of-Way, access could be removed by Cal-Trans. This access point was critical for the Oakmont development as it provided a necessary secondary fire access point. The City's acquisition of this access road would ensure long-term secondary fire access. Therefore, the acquisition of this Access Road, will both support the development of the Fore Project and ensure the secondary fire access is maintained at the Oakmont development. As previously mentioned, the property acquisition was reviewed by the Planning Commission who determined the appropriateness of the property acquisition on June 2, 2022.

As part of the transfer process, both the City of Oxnard and Cal-Trans required environmental assessments of the Access Road property. At both the City and Cal-Trans request, the Developer prepared a Phase I Initial Site Assessment (ISA) and Phase 2 Environmental Site Assessment for the Access Road. The purpose of the Phase I ISA was to identify potential or known hazardous materials, hazardous waste, and contamination in the project area as well as to identify recognized environmental conditions. The purpose of the Phase II ESA was to evaluate potential environmental impacts associated with historical agricultural activities at the site and nearby properties, as well as to evaluate potential impacts associated with imported fill material identified at the site. The Phase I ISA, primarily involved a site surface survey and review of the available literature. Based on the findings of the Phase I ISA, the assessment concluded that there was no evidence indicating that the subject property has been impacted by hazardous materials or petroleum products, and therefore no additional assessment is recommended. However, out of an abundance of caution the City also required the preparation of the Phase II ESA. The Phase II ESA, included coring and the collection of soil samples from adjacent to and beneath the Access Road. The assessment concluded that based on the low organochlorine Pesticides concentrations present in the soil matrix and the background levels of arsenic and total lead, no further environmental assessments of the Caltrans access road is required. Both of the assessments were peer reviewed by the City's environmental consultants (Dudek), on behalf of the City, and the City's consultants were in agreement with the conclusions of the assessments and City staff agree they were sufficient for the City's acquisition of the Access Road.

State Highway Relinquishment Agreement

The proposed Relinquishment Agreement between Cal-Trans and the City of Oxnard, would allow for the transfer of Access Road to the City and lays out the requirements for the transfer. Specifically, the agreement as drafted would

require the City to maintain the access road in perpetuity, to provide a access easement to Cal-Trans in perpetuity, to widen the access road to a reasonable width, and to restrict the Access Road use to only garbage trucks, emergency vehicles, City of Oxnard, and Caltrans. The City and Cal-Trans are currently in final negotiations regarding the form of the agreement. Because the Developer wishes to be able to proceed with the Cal-Trans process prior to the next City Council meeting, City staff is requesting that the City Manager or designee be given authority to finalize the negotiations with Cal-Trans regarding the terms of the agreement. Once negotiations are complete, City staff are also requesting that the Mayor be given authority to execute the agreement on behalf of the City. The draft agreement is provided in Attachment 5 Exhibit A.

Maintenance Agreement For Access Road

The proposed Maintenance Agreement between the property owners of 2700 and 2750 North Ventura Road and the City of Oxnard, would transfer the maintenance of the Access Road to the property owners of 2700 and 2750 North Ventura Road. Specifically, the agreement as drafted would require the owners of the properties located at 2700 and 2750 North Ventura Road to maintain the access road in perpetuity, including maintaining the guard rails and the fences along the access road and the gate erected on the Fore Apartments at Riverpark Property in good order, condition and repair (including making necessary repairs, replacements and renewals) in accordance with prudent industry standards or as may be required by any applicable governmental authority. The City and Developer are currently in final negotiations regarding the form of the agreement. Because the Developer wishes to be able to proceed with the Cal-Trans process prior to the next City Council meeting, City staff is requesting that the City Manager or designee be given authority to finalize the negotiations with the Developer regarding the terms of the agreement. Once negotiations are complete, City staff are also requesting that the Mayor be given authority to execute the agreement on behalf of the City. Execution of a maintenance agreement shall be required prior to signing the State Highway Relinquishment Agreement. The draft agreement is provided in Attachment 6.

Utility Easement Vacation

The process for a right-of-way vacation is outlined in the Streets and Highways Code Section 8320. Pursuant to Streets and Highways Code Section 8320, a vacation request involves a two-step process. The first step, occurring on June 21, 2022, requires the City Council to review the easement vacation requests and adopt a resolution of intention to vacate the easement. The second step involves a noticed public hearing and the adoption of a resolution to vacate the easement by the City Council. In accordance with Streets and Highways Code Section 8320(b)(2), the date of the public hearing shall not be less than 15 days after the initiation of proceedings which means that the earliest the City Council can schedule a public hearing to consider the easement vacation at a regular City Council meeting is July 26, 2022.

The easement vacation map is included as Attachment 7, Exhibit A. Vacating the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road will not alter public safety, convenience, and public welfare. As the Fore Apartments at RiverPark project is conditioned to provide a 16-foot Public Right-of-Way dedication, there will be sufficient spaces provided for the placement of public utilities within the new and existing Public Right of Way. Lastly, the proposal for the vacation of this easement was reviewed by the City staff as part of the Fore Apartment at RiverPark project and the easement was found to no longer be needed, with the new dedication.

The proposed vacation should be reviewed in the interest of safety, convenience, and public welfare, and not for the sole benefit of the property owner. Additionally, all property vacations are to be reviewed for conformance with the General Plan. As previously mentioned, the easement vacation was reviewed by the Planning Commission who determined the appropriateness of the easement vacation on June 2, 2022.

ENVIRONMENTAL REVIEW

Pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), it can be seen with certainty that there is no possibility that the proposed acquisition of the Access Road located south of 2700 Ventura Road/901 Town Center Drive, including the proposed agreements, and the vacation of the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road would have a significant effect on the environment (CEQA Guidelines Section

15061(b)(3), and staff recommends that the City Council accept a Notice of Exemption as part of the noticed public hearing. All physical improvements and environmental impacts associated with the development of the residential project, including the improvements to the adjacent access road were analyzed as part of the entitlement process, and the development and uses associated with the residential project were determined to be covered under the RiverPark EIR (FEIR 00-03) and subsequent addenda. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

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

FINANCIAL IMPACT

There is no fiscal impact associated with the Maintenance Agreement For Access Road. With the Maintenance Agreement in plan the cost of maintaining the new access road would be covered by the property owners of the adjacent property. There is no fiscal impact associated with the vacation of the utility easement.

COMMITTEE OUTCOME

This item did not originate in Committee. The Access Road Acquisition and Easement Vacation General Plan Conformity Determinations were reviewed by and a recommendation was forwarded by the Planning Commission on June 2, 2022.

Prepared by: Joe Pearson II, AICP, Principal Planner

ATTACHMENTS

1. Attachment 1 - Cal-Trans Access Road Acquisition Planning Commission Staff Report - June 2, 2022
2. Attachment 2 - Utility Easement Vacation Planning Commission Staff Report - June 2, 2022
3. Attachment 3 - Cal-Trans Access Road Acquisition Planning Commission Resolution 2022-26
4. Attachment 4 - Utility Easement Vacation Planning Commission Resolution 2022-25
5. Attachment 5 -Draft City Council Relinquishment Agreement Resolution Exhibit A: Draft State Highway Relinquishment Agreement - Agreement Number A-8482
6. Attachment 6- Draft Maintenance Agreement For Access Road - Agreement Number A-8481
7. Attachment 7 - City Council Resolution of Intent Exhibit A: Map of Utility Easement
8. Attachment 8 - CC Presentation



**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Joe Pearson II, Interim Planning and Environmental Services Manager

DATE: June 2, 2022

SUBJECT: **Project Name: Cal-Trans Access Road General Plan Conformity;** Planning and Zoning Permit No. PZ 22-625-02 (General Plan Conformity Determination) - Request for 2030 General Plan Conformity Determination for Acquisition of Real Property Located Directly South of 2700 Ventura Road/901 Town Center Drive (Assessor's Parcel Number: N/A).

- 1) **Recommendation:** That the Planning Commission:
 - a) Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and Section 15378(b)(5); and
 - b) Adopt Resolution 2022-XX affirming that the City of Oxnard's proposed acquisition of real property located directly south of 2700 Ventura Road/901 Town Center Drive is in conformance with the City of Oxnard 2030 General Plan and recommending that the City Council order the proceed with the acquisition.
- 2) **Project Description and Applicant:** The City of Oxnard ("City") is considering the acquisition of real property located directly south of 2700 Ventura Road/901 Town Center Drive. The property to be acquired consists of a forty (40) foot wide California Department of Transportation (Cal-Trans) access road, totaling approximately 32,227 square feet. For purposes of this Staff Report, the foregoing project description shall be referred to as the "Project". The project site is located at 2700 Ventura Road/901 Town Center Drive (Assessor's Parcel Number: N/A). Filed by the City of Oxnard, Community Development Department, 214 South C Street, Oxnard, California 93030.

Please see the Access Road Map (Attachment A) for more details.

- 3) **Existing & Surrounding Land Uses:** The Access Road that is proposed to be acquired is currently an existing road which currently provides access to existing Cal-Trans stormwater facilities. The 2030 General Plan and zoning land use designations, and existing land uses are as follows for the project site and surrounding properties:

LOCATION	ZONING	2030 GENERAL PLAN	EXISTING LAND USE
Project Site	N/A Right-of Way	N/A Right-of-Way	Freeway Right-of-Way
North	The RiverPark Specific Plan (Commercial: Regional or Residential Very High)	Commercial Regional	Vacant (Fore Apartments at RiverPark)/Senior Living Facility
East	N/A Right-of Way	N/A Right-of-Way	Freeway Right-of-Way
South	Highway 101/The Village Specific Plan	Highway 101/Residential: Medium-High, and Park	Highway 101/Residential
West	The RiverPark Specific Plan (Commercial: Office)	Commercial Regional	Vacant

- 4) **Background Information:** On May 23, 2022, the Community Development Director approved a Development Design Review Permit (PZ 19-200-16) for the construction of a 409,257 square foot 5-story apartment building with 333 residential units and a 171,066 square foot 6-story centrally located parking structure with 510 residential parking spaces, rooftop deck on a 4.23-acre project site. Pursuant to the conditions of approvals for this project, the property owner, is required to enter into a maintenance agreement with the City of Oxnard, to maintain the Cal-Trans access road including the roadway, landscaping, sidewalk, utilities, and ancillary facilities in perpetuity. This agreement is required to be in place prior to the City's final acceptance of the access road from Cal-Trans. Both the acceptance of the access road and maintenance agreement are subject to City Council approval.
- 5) **Environmental Determination:** Pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), the proposed General Plan Conformity Determination does not constitute a "project" for the purposes of CEQA because the determination will not result in direct or indirect physical changes in the environment and there is no possibility it will have a

significant effect on the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5), and staff recommends that the Planning Commission accept the Notice of Exemption (Attachment B), attached to the staff report. The proposed determination simply fulfills the City's obligation under Government Code Section 65402 to find the acquisition of any real property in conformance with the 2030 General Plan. Environmental impacts associated with the development of the residential project were analyzed as part of the entitlement process, and the development and uses associated with the residential project were determined to be covered under the RiverPark EIR (FEIR 00-03) and subsequent addenda. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

6) **Analysis:**

- a) **Government Code:** California Government Code Section 65402(a) requires that a Finding of General Plan Conformity be made by the Planning Commission and reported to the City Council prior to any acquisition, disposition, vacation, or abandonment of any real City property by the City. Specifically, the Planning Commission is to determine as to whether the location, purpose, and extent of such proposed real property transaction is in conformance with the 2030 General Plan.
- b) **General Plan Consistency:** The Access Road does not have a 2030 General Plan land use designation as it is a right-of-way that currently serves as a means for vehicular access to Cal-Trans to access the existing detention basin. The access road will be reconstructed and upgraded to provide emergency and utility access to the approved Fore Apartments at RiverPark Project and the existing Oakmont Senior Living Facility, in compliance with General Plan Policy:

Goal ICS-20.10 Adequate Emergency Access and Routes: Require that new development provide adequate access for emergency vehicles, particularly firefighting equipment, and evacuation routes, as appropriate

The approved residential project includes a single five-story wrap-around building with a six-story centrally located parking structure. As noted above, the residential project was analyzed and found to be consistent with the 2030 General Plan as part of each of the related permits.

As such, the proposed acquisition of this property would also conform to the City's 2030 General Plan land use designation because it would allow for the development of the residential project, and additional development would be required to be consistent with applicable zoning regulations, which implements many of the 2030 General Plan policies as identified in the table below.

POLICY	POLICY OR TITLE	EXPLANATION
CD-1.2	In-fill development, priority to mixed use	The Project site is within a developed area of the City and qualifies as infill.

CD-1.5	Housing Variety	The project promotes development of the RiverPark Specific Plan, which includes a variety of housing choices.
CD-1.7	Compact Development	Project promotes high density development in the Urban Village setting.
CD-1.9 and 1.10	Commute Reduction and Jobs-Housing Balance:	The Project allows for the development of residential development within the RiverPark Specific Plan, which is in close proximity to the multiple office park areas and other commercial businesses within RiverPark and along Oxnard Boulevard.
CD 9.2	Revitalization and Redevelopment	The development will improve an empty lot near the 101-Freeway.
ICS-1.2	Development Impacts to Existing Infrastructure	The project has been analyzed to ensure the development can be adequately served by existing infrastructure.
ER-10.1- & ICS-19.2	Promote use of Native and Water Wise Plants and Water Supply Findings for Smaller Projects	The Project incorporates native and water wise plants and is conditioned to comply with City's Landscape and Water Conservation Standards (Ordinance No. 2822) and applicable water conservation requirements of the State of California.
H-2.1	Adequate Development Opportunities	The project includes the development of the required affordable housing that will be used to meet the City's RHNA requirements, this housing type will meet the growing need for affordable by design workforce housing. Per the Conditions, the project will be required to have a 15 percent inclusionary requirement.
H-2.2	Balanced Opportunities	
H-3.4	Inclusionary Housing Program	
CD-5.2 SH-6.4	Compatible Land Use	The proposed commercial building is consistent with the allowable Commercial Regional land uses and will be compatible with adjacent uses, and is not anticipated to generate nuisances.
CD-15.6	Share of regional taxable sales	The Project will provide a new tenant space for a business, which will generate retail tax sales revenue to the City.
CD-14.1 CD-14.2	Design review process Development Advisory Committee (DAC) functions	The Development Advisory Committee (DAC) review process led to changes in the Project and/or conditions of approval that meet these Level II policies.
CD-18.1 CD-18.5	Attract new businesses Increase the availability of land for new businesses	The Project will provide for more tenant options to businesses/companies to open a new business or relocate to the City.

All	All policies not listed above	No or Distant Applicability to the Proposed Project.
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7) Summary and Conclusion:

The acquisition of the access road property located directly south of 2700 Ventura Road/901 Town Center Drive (Assessor's Parcel Number: N/A) to provide for emergency access to existing development and to allow for the development of a previously approved residential project is consistent with the City 2030 General Plan. Therefore, after review of the proposed property acquisition, staff recommends that the Planning Commission adopt the attached Resolution memorializing the Planning Commission's determination that the proposed acquisition conforms with the 2030 General Plan.

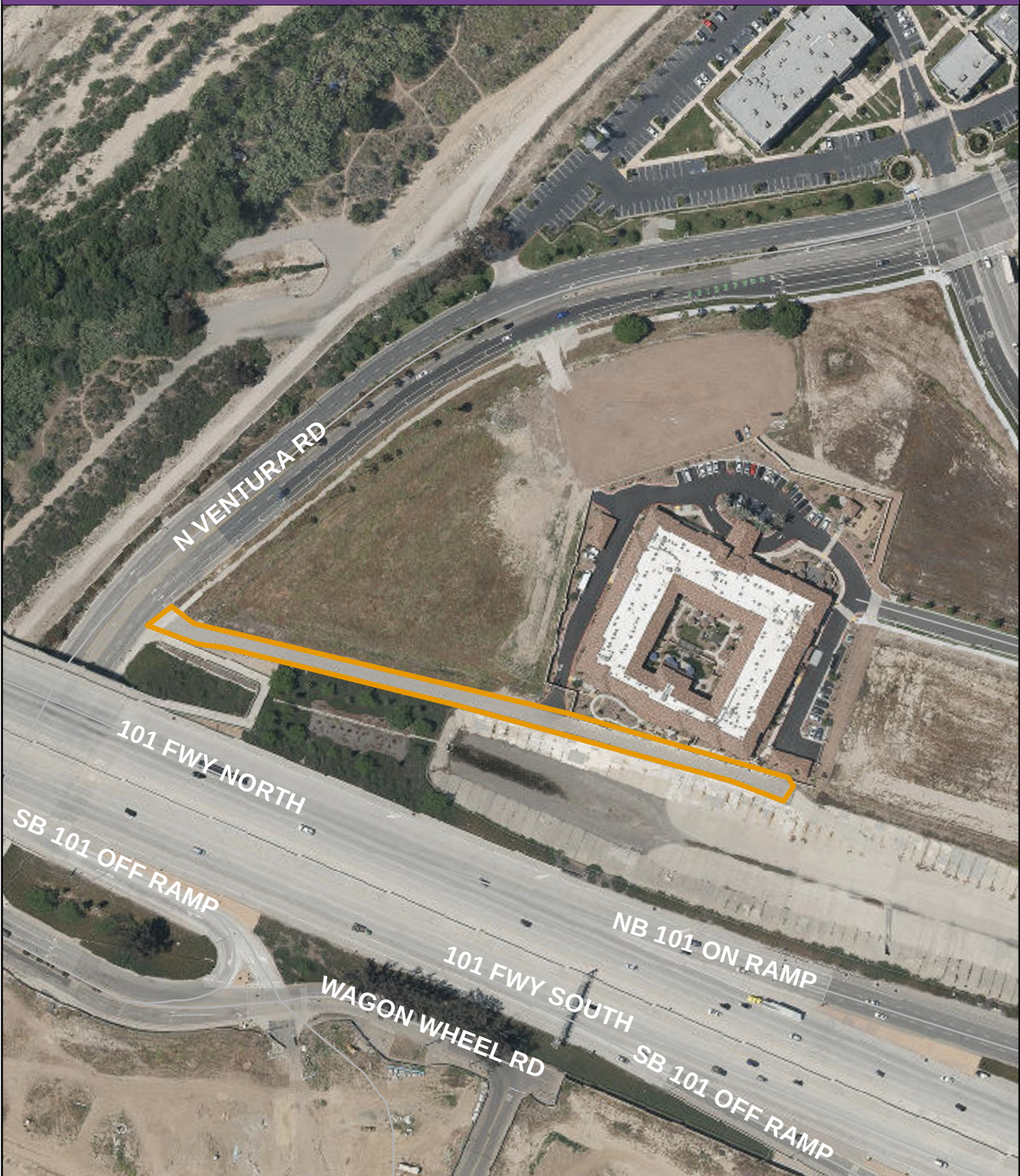
Attachments:

- A. Maps (Vicinity and Aerial)
- B. Notice of Exemption
- C. Draft Planning Commission Resolution
 - Exhibit 1. Map of Access Road
- D. Presentation

**ATTACHMENT
A

MAPS
(VICINITY AND AERIAL MAP)**







**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Joe Pearson II, Interim Planning and Environmental Services Manager

DATE: June 2, 2022

SUBJECT: **Project Name: 2700/2750 Ventura Road Utility Easement Vacation General Plan Conformity;** Planning and Zoning Permit No. PZ 22-625-01 (General Plan Conformity Determination) - Request for 2030 General Plan Conformity Determination for Vacation of A Utility Easement Located at 2700/2750 Ventura Road (Assessor's Parcel Number 132-0-100-085 and 132-0-100-095).

- 1) **Recommendation:** That the Planning Commission:
 - a) Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and Section 15378(b)(5); and
 - b) Adopt Resolution 2022-XX affirming that the City of Oxnard's proposed vacation of the utility easement located at 2700/2750 Ventura Road is in conformance with the City of Oxnard 2030 General Plan and recommending that the City Council order the vacation.
- 2) **Project Description and Applicant:** At the request of the Fore Property ("Applicant"), the City of Oxnard ("City") is considering vacation of easements located at 2700/2750 Ventura Road. The easement to be vacated consists of a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels. For purposes of this Staff Report, the foregoing project description shall be referred to as the "Project". The project site is located at 2700/2750 Ventura Road (Assessor's Parcel Number 132-0-100-085 and 132-0-100-095). The project application was filed by Jonathan K. Cornelius of Fore Property, 1004 Santa Barbara Street, Santa Barbara, CA 93101.
- 3) **Existing & Surrounding Land Uses:** The subject site currently consists of two vacant parcels totalling approximately 4.23-acres. The Zoning and General Plan land use designations, and existing land uses are as follows (see Attachment A):

LOCATION	ZONING	2030 GENERAL PLAN	EXISTING LAND USE
Project Site (District B)	The RiverPark Specific Plan (Residential: Very	Commercial Regional	Vacant

	High or Commercial Regional)		
North	The RiverPark Specific Plan (Commercial: Regional)	Commercial Regional	Light Industrial Development
East	The RiverPark Specific Plan (Commercial: Regional)	Commercial Regional	Commercial/senior living facility
South	Highway 101/The Village Specific Plan	Highway 101/Residential: Medium-High, and Park	Highway 101/Residential
West	The RiverPark Specific Plan (Commercial: Office)	Commercial Regional	Vacant

- 4) **Background Information:** On May 16, 2022, the City received an application from the Fore Property requesting that the City of Oxnard vacate the subject utility easement.

On May 23, 2022, the Community Development Director approved a Development Design Review Permit for the construction of a 409,257 square foot 5-story apartment building with 333 residential units and a 171,066 square foot 6-story centrally located parking structure with 510 residential parking spaces, rooftop deck on a 4.23-acre project site. As a condition of approval the Applicant was required to request the vacation of the subject public utility easement. In exchange for the vacation of the 38 foot utility easement, the Applicant was conditioned to provide a 16-foot public dedication, along with a new public sidewalk easement, if needed.

- 5) **Environmental Determination:** Pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), the proposed General Plan Conformity Determination does not constitute a “project” for the purposes of CEQA because the determination will not result in direct or indirect physical changes in the environment and there is no possibility it will have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5), and staff recommends that the Planning Commission accept the Notice of

Exemption (Attachment B), attached to the staff report. The proposed determination simply fulfills the City's obligation under Government Code Section 65402 to find disposal of any real property in conformance with the 2030 General Plan. Environmental impacts associated with the development of the residential project were analyzed as part of the entitlement process, and the development and uses associated with the residential project were determined to be covered under the RiverPark EIR (FEIR 00-03) and subsequent addenda. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

6) **Analysis:**

- a) **Government Code:** California Government Code Section 65402(a) requires that a Finding of General Plan Conformity be made by the Planning Commission and reported to the City Council prior to any acquisition, disposition, vacation, or abandonment of any real City property by the City. Specifically, the Planning Commission is to determine as to whether the location, purpose, and extent of such proposed real property transaction is in conformance with the 2030 General Plan.
- b) **General Plan Consistency:** The City's 2030 General Plan land use designation for 2700/2750 Ventura Road is Commercial Regional (CR) and the zoning designation is RiverPark Specific Plan (RPSP). The land use designation and zone allows retail, commercial, government and residential uses. The approved residential project includes a single five-story wrap-around building with a six-story centrally located parking structure. As noted above, the residential project was analyzed and found to be consistent with the 2030 General Plan as part of each of the related permits.

Also, as noted above the properties are zoned RPSP, any additional or future development of the subject properties would be subject to the standard and uses allowed under the RPSP zoning district and the CR land use designation.

As such, the proposed vacation of this easement and acceptance of the right-of way dedication would conform to the City's 2030 General Plan land use designation because it would allow for the development of the residential project, and additional development would be required to be consistent with applicable zoning regulations, which implements many of the 2030 General Plan policies as identified in the table below.

POLICY	POLICY OR TITLE	EXPLANATION
CD-1.2	In-fill development, priority to mixed use	The Project site is within a developed area of the City and qualifies as infill.
CD-1.5	Housing Variety	The project promotes development of the RiverPark Specific Plan, which includes a variety of housing choices.
CD-1.7	Compact Development	Project promotes high density development in

		the Urban Village setting.
CD-1.9 and 1.10	Commute Reduction and Jobs-Housing Balance:	The Project allows for the development of residential development within the RiverPark Specific Plan, which is in close proximity to the multiple office park areas and other commercial businesses within RiverPark and along Oxnard Boulevard.
CD 9.2	Revitalization and Redevelopment	The development will improve an empty lot near the 101-Freeway.
ICS-1.2	Development Impacts to Existing Infrastructure	The project has been analyzed to ensure the development can be adequately served by existing infrastructure.
ER-10.1- & ICS-19.2	Promote use of Native and Water Wise Plants and Water Supply Findings for Smaller Projects	The Project incorporates native and water wise plants and is conditioned to comply with City's Landscape and Water Conservation Standards (Ordinance No. 2822) and applicable water conservation requirements of the State of California.
H-2.1	Adequate Development Opportunities	The project includes the development of the required affordable housing that will be used to meet the City's RHNA requirements, this housing type will meet the growing need for affordable by design workforce housing. Per the Conditions, the project will be required to have a 15 percent inclusionary requirement.
H-2.2	Balanced Opportunities	
H-3.4	Inclusionary Housing Program	
CD-5.2 SH-6.4	Compatible Land Use	The proposed commercial building is consistent with the allowable Commercial Regional land uses and will be compatible with adjacent uses, and is not anticipated to generate nuisances.
CD-15.6	Share of regional taxable sales	The Project will provide a new tenant space for a business, which will generate retail tax sales revenue to the City.
CD-14.1 CD-14.2	Design review process Development Advisory Committee (DAC) functions	The Development Advisory Committee (DAC) review process led to changes in the Project and/or conditions of approval that meet these Level II policies.
CD-18.1 CD-18.5	Attract new businesses Increase the availability of land for new businesses	The Project will provide for more tenant options to businesses/companies to open a new business or relocate to the City.

All	All policies not listed above	No or Distant Applicability to the Proposed Project.
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7) Summary and Conclusion:

The vacation of the drainage easements located at 2700/2750 Ventura Road to remove an easement and to allow for the development of a previously approved residential project is consistent with the City 2030 General Plan. Therefore, after review of the proposed vacation of this easement, staff recommends that the Planning Commission adopt the attached Resolution memorializing the Planning Commission's determination that the proposed vacation conforms with the 2030 General Plan.

Attachments:

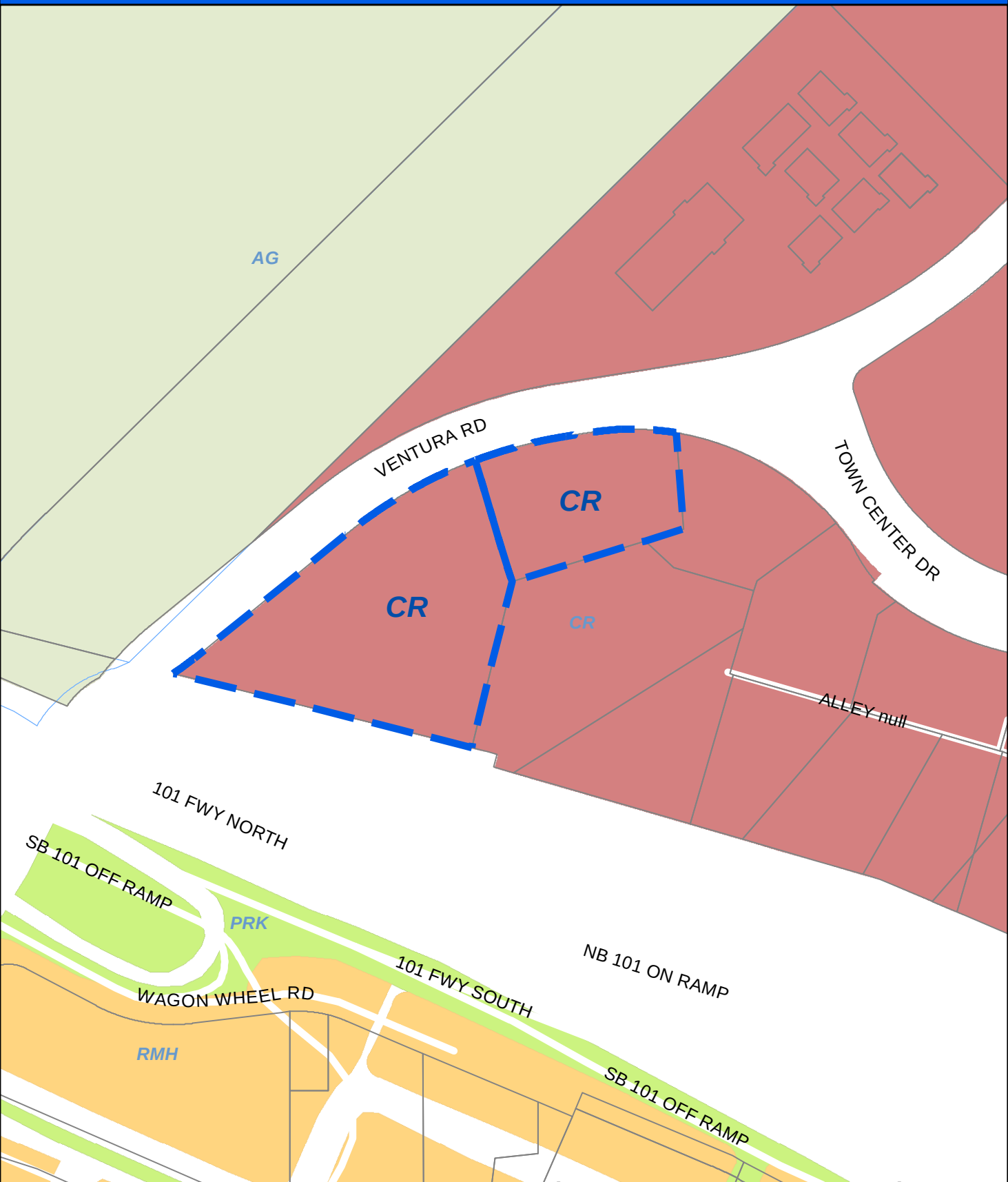
- A. Maps (Vicinity, General Plan, Zoning, Aerial)
- B. Notice of Exemption
- C. Draft Planning Commission Resolution
 - Exhibit 1. Map of Utility Easement
- D. Presentation

ATTACHMENT A

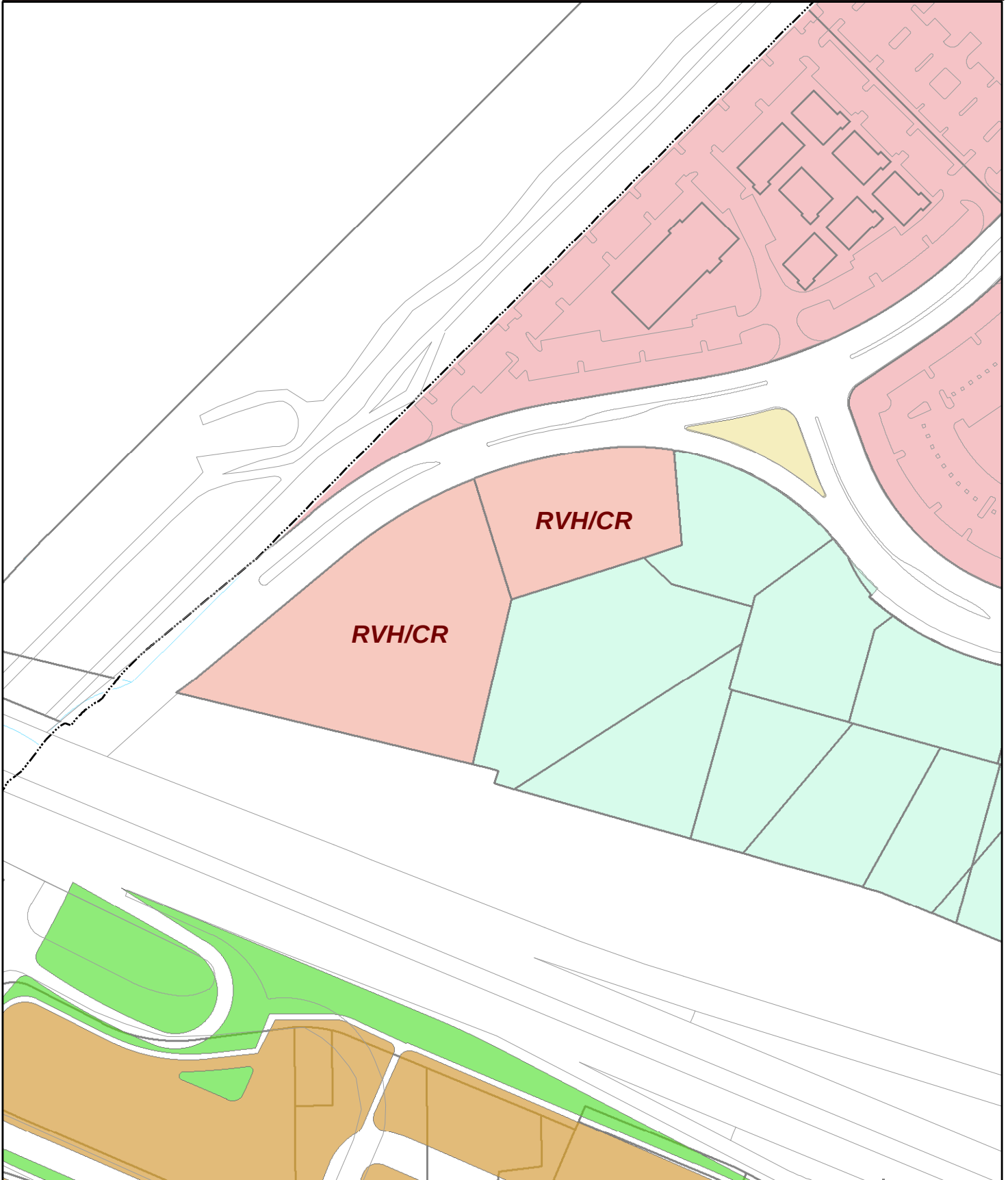
**MAPS
(VICINITY, GENERAL PLAN, ZONING, AERIAL MAP)**



2030 General Plan Land Use Map



Zoning/Specific Plan Map



Oxnard Planning

May 13, 2022

PZ 22-625-01

Location: 2700/2750 N Ventura Rd

APN: 1320100095, 1320100085

2700/2750 Ventura Rd Utility Easement

037.575 150 225 300 Feet

Zoning/Specific Plan Map



1:2,500



RESOLUTION NO. 2022-26

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DETERMINING THAT THE CITY OF OXNARD'S PROPOSED ACQUISITION OF A EXISTING CALIFORNIA DEPARTMENT OF TRANSPORTATION ACCESS ROAD LOCATED DIRECTLY SOUTH OF 2700 VENTURA ROAD/901 TOWN CENTER DRIVE IS IN CONFORMANCE WITH THE OXNARD 2030 GENERAL PLAN PURSUANT TO SECTION 65402 OF THE GOVERNMENT CODE. FILED BY THE CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, The City of Oxnard ("**Applicant**") submitted a request for the acquisition of a access road located directly south of 2700 Ventura Road/901 Town Center Drive (the "**Property**"), as shown in Exhibit 1 of this resolution, and incorporated by reference; and

WHEREAS, The California Department of Transportation (Cal-Trans) is the owner of record of the access road; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is a dedicated right-of-way and does not have a land use designation; and

WHEREAS, On May 23, 2022, the City of Oxnard Community Development Director approved a Development Design Review Permit (PZ 19-200-16) for the Fore Apartments at RiverPark Project, including a California Environmental Quality Act (CEQA) review for the physical development, and made findings of General Plan Consistency for the project at that time; and

WHEREAS, The acquisition of this access road, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would be beneficial to General Plan policies related to the provision of adequate emergency access; and

WHEREAS, The acquisition of this access road and the ultimate use of the road for service and emergency access is consistent with the right of way designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on June 2, 2022, the Planning Commission considered a proposed acquisition of real property located directly south of 2700 Ventura Road/901 Town Center Drive in light of the Oxnard 2030 General Plan and the requirements of Government Code section

65402.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Planning Commission, in accordance with Section 21065 of the California Environmental Quality Act (CEQA), finds that its determination of whether the City's proposed acquisition of the access road is consistent with the Oxnard 2030 General Plan is not a "Project" for purposes of CEQA and State CEQA Guidelines since the determination does not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).

SECTION 2. Based on the findings set forth herein, and on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission hereby determines that the proposed City's acquisition of the subject property is in conformity with the Oxnard 2030 General Plan.

SECTION 3. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of June 2022.

Daniel Chavez Jr., Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 2nd day of June, 2022, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, Secretary

RESOLUTION NO. 2022-25

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DETERMINING THAT THE CITY OF OXNARD'S PROPOSED VACATION OF A UTILITY EASEMENT LOCATED AT 2700/2750 VENTURA ROAD IS IN CONFORMANCE WITH THE OXNARD 2030 GENERAL PLAN PURSUANT TO SECTION 65402 OF THE GOVERNMENT CODE. FILED BY JONATHAN K. CORNELIUS OF FORE PROPERTY, 1004 SANTA BARBARA STREET, SANTA BARBARA, CA 93101.

WHEREAS, The Fore Property ("**Applicant**") submitted a request for the vacation of a utility easements located at 2700/2750 Ventura Road (the "**Property**"), as shown in Exhibit 1 of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of the utility easement; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Commercial Regional (CR) by the City's 2030 General Plan and is zoned RiverPark Specific Plan (RPSP); and

WHEREAS, On May 23, 2022, the City of Oxnard Community Development Director approved a Development Design Review Permit (PZ 19-200-16) for the Fore Apartments at RiverPark Project, including a California Environmental Quality Act (CEQA) review for the physical development, and made findings of General Plan Consistency for the project at that time; and

WHEREAS, The vacation of this easement, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would not adversely impact General Plan policies related to the provision of adequate utilities, with the roadway dedication; and

WHEREAS, The vacation of this easement and the ultimate use of the parcel for residential use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on June 2, 2022, the Planning Commission considered the proposed vacation of real property located at 2700/2750 Ventura Road in light of the Oxnard 2030 General Plan and the requirements of Government Code section 65402.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Planning Commission, in accordance with Section 21065 of the California Environmental Quality Act (CEQA), finds that its determination of whether the City's proposed vacation of these easements is consistent with the Oxnard 2030 General Plan is not a "Project" for purposes of CEQA and State CEQA Guidelines since the determination does not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).

SECTION 2. Based on the findings set forth herein, and on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission hereby determines that the proposed City's vacation of the subject easement is in conformity with the Oxnard 2030 General Plan.

SECTION 3. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of June 2022.

Daniel Chavez Jr., Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 2nd day of June, 2022, and carried by the following vote:

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH CITY ATTORNEY RELATIVE TO ENTERING INTO A STATE HIGHWAY RELINQUISHMENT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE CITY OF OXNARD'S PROPOSED ACQUISITION OF A EXISTING CALIFORNIA DEPARTMENT OF TRANSPORTATION ACCESS ROAD LOCATED DIRECTLY SOUTH OF 2700 VENTURA ROAD/901 TOWN CENTER DRIVE.

WHEREAS, The City of Oxnard made a request to the California Department of Transportation (Cal-Trans) for relinquishment of a approximately forty (40) foot wide Cal-Trans access road, totaling approximately 32,227 square feet (Access Road), to the City for use as an access road. The Access Road is located directly south of 2700 Ventura Road/901 Town Center Drive (the "**Property**"); and

WHEREAS, The Cal-Trans is the owner of record of the access road; and

WHEREAS, The subject property is a dedicated right-of-way and does not have a land use designation; and

WHEREAS, On May 23, 2022, the City of Oxnard Community Development Director approved a Development Design Review Permit (PZ 19-200-16) for the Fore Apartments at RiverPark Project, including a California Environmental Quality Act (CEQA) review for the physical development, and made findings of General Plan Consistency for the project at that time; and

WHEREAS, The acquisition of this access road, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would be beneficial to General Plan policies related to the provision of adequate emergency access; and

WHEREAS, The acquisition of this access road and the ultimate use of the road for service and emergency access is consistent with the right of way designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on June 2, 2022, the Planning Commission considered a proposed acquisition of real property located directly south of 2700 Ventura Road/901 Town Center Drive in light of the Oxnard 2030 General Plan and the requirements of Government Code section 65402; and

WHEREAS, in furtherance of the project the City Council desires to approve and authorize the City Manager or designee to execute a State Highway Relinquishment Agreement ("Relinquishment Agreement") by and between the State of California, acting through its Department of Transportation, and the City of Oxnard. A draft of of the Relinquishment Agreement is provided in Exhibit A of this resolution, and incorporated by reference; and

WHEREAS, the City Council hereby finds and declares that this Resolution is being adopted by the City pursuant to the powers granted to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council hereby finds and declares that the above recitals are true and correct.

SECTION 2. The City Council, pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), it can be seen with certainty that there is no possibility that the proposed acquisition of the Access Road located south of 2700 Ventura Road/901 Town Center Drive, including the proposed agreements, would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)). Environmental impacts associated with the development of the residential project were analyzed as part of the entitlement process, and the development and uses associated with the residential project were determined to be covered under the RiverPark EIR (FEIR 00-03) and subsequent addenda. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

SECTION 3. The City Council further approves and authorizes the City Manager or designee to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to the State Highway Relinquishment Agreement.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

PASSED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

DRAFT STATE HIGHWAY RELINQUISHMENT AGREEMENT

STATE HIGHWAY RELINQUISHMENT AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and City of Oxnard, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, pursuant to California Streets and Highways Code Section 73, are authorized to enter into a cooperative agreement in order to relinquish to CITY a portion of a State Highway within CITY's jurisdiction.
2. CALTRANS intends to relinquish to CITY that portion of US 101 consisting of existing access road on north side of the freeway between Ventura Road and existing detention basin as shown in Exhibit A, which is attached to and made a part of this agreement, referred to hereinafter as RELINQUISHED FACILITIES. This relinquishment is based on collateral facilities. CITY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and CALTRANS's recording of said Resolution with the County Recorder's Office.
3. Upon acceptance of RELINQUISHED FACILITIES, CITY will modify and improve RELINQUISHED FACILITIES by widening RELINQUISHED FACILITIES to 26 ft, installing fire hydrant and signs, constructing paved turnaround area beyond the 26 ft wide road, painting RELINQUISHED FACILITIES in red, hereinafter referred to as IMPROVEMENTS.
4. CALTRANS and CITY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
5. CALTRANS and CITY, collectively referred to as PARTIES, herein intend to define the terms and conditions under which relinquishment of the RELINQUISHED FACILITIES is to be accomplished.

SECTION I

CITY AGREES:

1. Execution of this AGREEMENT constitutes CITY's waiver of CALTRANS's obligation to provide ninety (90) days prior notice of CALTRANS's "Intention to Relinquish" as set forth in Streets and Highways Code Section 73.
2. To accept ownership, including all of CALTRANS's current obligations, rights, title, and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.
3. To accept the RELINQUISHED FACILITIES in their current environmental condition and setting, including but not limited to, the presence of hazardous materials as described in the Hazardous Waste Assessment (HWA), dated January 13, 2022, attached herein as Exhibit B. CITY has received and reviewed a copy of the above-referenced HWA. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.
4. To maintain the access road in perpetuity, as CALTRANS will keep an unrestricted access easement in perpetuity; to widen the access road to a reasonable width; to restrict road's use to only garbage trucks, emergency vehicles, and Caltrans.

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
3. Upon CITY's specific request, to transfer to CITY within sixty (60) days of such request, copies of available CALTRANS records and files for the RELINQUISHED FACILITIES, such as plans, survey data and right-of-way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

2. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, State Budget Act authority, programming of funds by the California Transportation Commission (CTC) and the allocation thereof by the CTC.
3. CALTRANS reserves the right to enter in perpetuity, at no cost to CALTRANS, the RELINQUISHED FACILITIES, to access the existing gate at the entrance to the detention basin for any necessary maintenance of or improvements to the detention basin, to modify or add signage, drainage, and other improvements necessary for State Highway operations. Such access shall also be allowed for CALTRANS to service and maintain the existing bicycle/pedestrian lane bridge structure located along the northbound direction of US 101 and extending over the Santa Clara River. CITY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those RELINQUISHED FACILITIES.
4. CITY shall fully defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the HWA, dated January 13, 2022, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the CTC's Resolution of Relinquishment.
5. CALTRANS shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in the HWA, dated January 13, 2022, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the CTC's Resolution of Relinquishment.
6. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

7. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
8. No alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.
9. This AGREEMENT shall terminate upon recordation of the CTC's Resolution of Relinquishment for the RELINQUISHED FACILITIES in the County Recorder's Office except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CITY OF OXNARD

Project Manager:	Joe E. Pearson II, AICP, Senior Planner
Phone Number:	805.385.8272
E-mail:	joe.pearson@oxnard.org
Address:	214 South C Street, Oxnard, California 93030

CALTRANS

7-VEN-101-22.9/23.0
EA 07- 0Q960
Project ID 0722000028
Agreement No. 07-5241
City of Oxnard Agreement No. A-8482

Project Manager: Khan Hossain, Chief, Office of Design C
Phone Number: 213-703-2244

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

CITY OF OXNARD

By: _____
District Director

By: _____
[Title]

VERIFIED OF FUNDS & AUTHORITY:

By: _____
District Budget Manager

Attest: _____
City Clerk

APPROVED AS TO FORM & PROCEDURE:

APPROVED AS TO FORM & PROCEDURE:

By: _____
Attorney
Department of Transportation

By: _____
Attorney

CERTIFIED AS TO FINANCIAL TERMS
& POLICIES:

By: _____
HQ Accounting Supervisor

EXHIBIT - A – Relinquishment Map

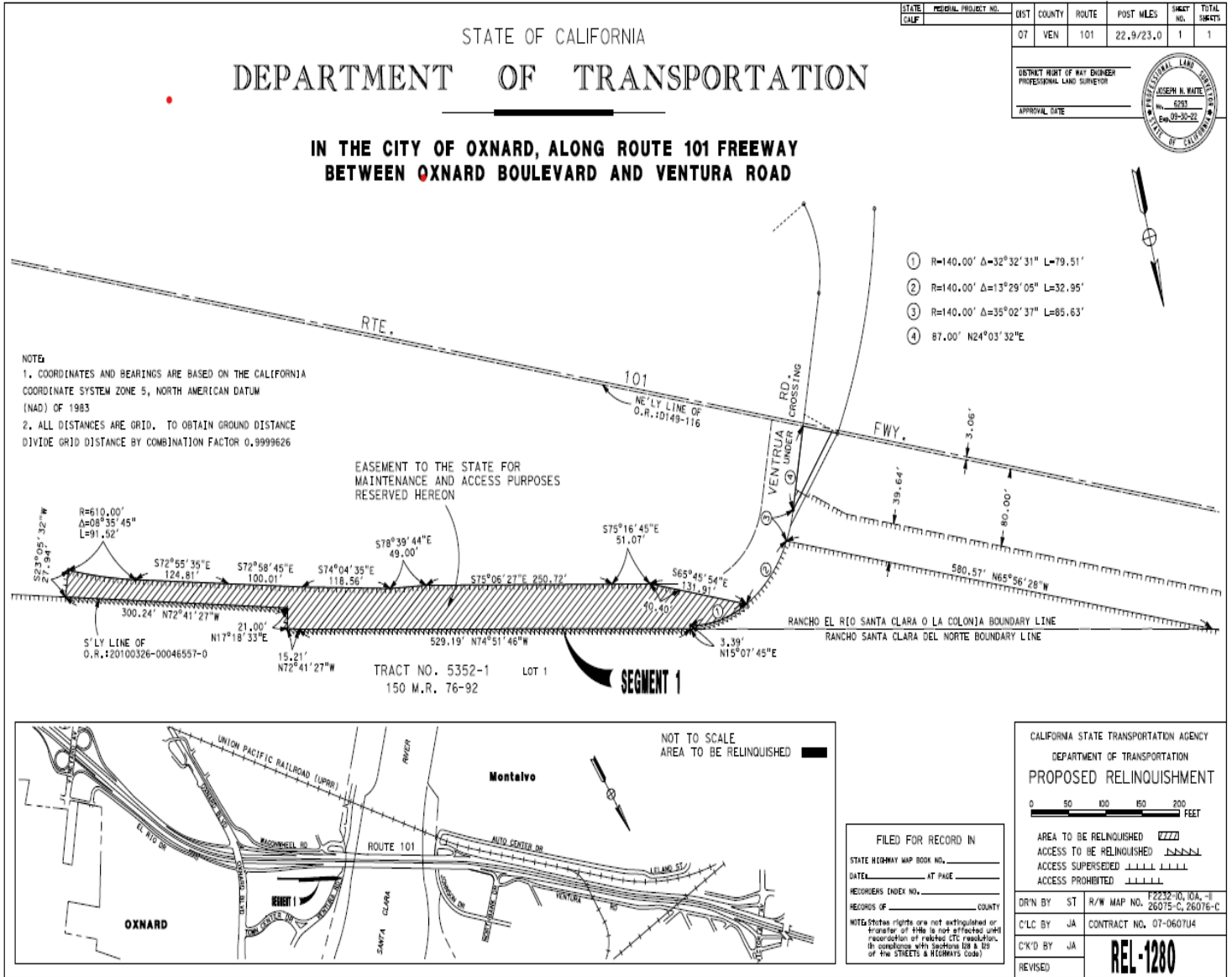


EXHIBIT - B – Hazardous Waste Assessment: Relinquishment #1280

	Facility Name	Address	Site Type	Approximate Distance and Direction from Parcel
1	BANK OF A. LEVY	300 EL RIO DR OXNARD, CA	LUST CLEANUP SITE	1891 feet - East
2	CALTRANS EL RIO MAINTENANCE STATION	1187 WAGON WHEEL RD, OXNARD, CA	LUST CLEANUP SITE	131 feet - South
3	CELSO CERRI	2830 VENTURA RD, OXNARD, CA	LUST CLEANUP SITE	2238 feet - Southwest
4	MARTIN V. SMITH	358 WINCHESTER, OXNARD, CA	LUST CLEANUP SITE	2208 feet - south east
5	MARTIN V. SMITH	373 WINCHESTER, OXNARD, CA	LUST CLEANUP SITE	2208 feet - south east
6	RIVER PARK (FORMER VC MAINTENANCE YARD)	682 EL RIO DR, OXNARD, CA	LUST CLEANUP SITE	1635 feet - East/Northeast
7	RIVERPARK LEGACY, LLC	682 EL RIO DR OXNARD, CA	CLEANUP PROGRAM SITE	1635 feet - East/Northeast
8	TEXACO SS - WAGON WHEEL	2705 WAGON WHEEL RD, OXNARD, CA	LUST CLEANUP SITE	1996 feet - Southeast
9	V-FLEET SERVICES	682 EL RIO DR, OXNARD, CA	LUST CLEANUP SITE	1635 feet - East/Northeast
10	VENTURA COUNTY MAINT YARD	682 EL RIO DR, OXNARD, CA	LUST CLEANUP SITE	1635 feet - East/Northeast

APN: **RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Attn:

 (Space Above for Recorder's Use Only)
MAINTENANCE AGREEMENT FOR ACCESS ROAD

THIS MAINTENANCE AGREEMENT FOR ACCESS ROAD ("Agreement") is made this ____ day of _____, 2022, by and between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and OXNARD COASTAL INVESTMENTS, LLC, a California limited liability company and VENTURA LAND DEVELOPMENT COMPANY, LLC, a California limited liability company (collectively, "Developer").

RECITALS

A. Developer is the owner of that certain real property located in the City and more particularly described in Exhibit A attached hereto (the "Fore Riverpark Property").

B. The City is the owner of that certain real property located in the City and more particularly described in Exhibit B attached hereto (the "Fire Access Road Property").

C. The City and the prior owner of Developer entered into that certain Development Agreement dated as of November 18, 2008, recorded against the Fore Riverpark Property on December 1, 2008, as Instrument No. 20081201-00172496-0 in the Ventura County Recorder's Office and re-recorded on December 17, 2008, as Instrument No. 20081217-00180417-0, as amended (the "Development Agreement").

D. Pursuant to certain terms of the Development Agreement, Developer agreed to enter into a maintenance agreement relating to the access road located on the Access Road Property following final approval of entitlements for the Fore Riverpark Property. This Agreement establishes the terms of the maintenance obligations relating to such Fire Access Road Property.

NOW, THEREFORE, IN CONSIDERATION of the foregoing facts, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City agree as follows:

1. Maintenance Covenants. Developer agrees to maintain the access road, including the guard rails and the fences along the access road and the gate erected on the Fore Riverpark Property in good order, condition and repair (including making necessary repairs, replacements and renewals) in accordance with prudent industry standards or as may be required by any applicable governmental authority, including the following standards:

- (a) Minimum width of 26-feet;
- (b) Minimum vertical clearance of 13 foot 6 inches;
- (c) The driving surface shall be concrete or asphalt capable of supporting 76,000 pounds;
- (d) Grass, Grasscrete or other paver type surfaces are not allowed;
- (e) Any gates along the fire access road shall be electric with Click-2-Enter radio access; and
- (f) The design shall include red-curbing, pavement marking, signage, and striping to ensure that the entire width of the roadway be unobstructed at all times for fire access. Placement and staging of unpermitted structures and items within the fire access roadway are strictly prohibited.

Maintenance and resurfacing of the Access Road Property shall adhere to a City-approved maintenance schedule, shown in Exhibit C, that may include landscaping upkeep, weed removal and prevention, seal coating, slurry seal, and grind and overlay over the life of the pavement and reconstruction. Developer shall perform additional maintenance on an as-needed basis to maintain the integrity of the pavement. Use of the access road shall be limited to garbage trucks, emergency vehicles, the City of Oxnard, and the California Department of Transportation. Developer shall keep the Access Road Property free and clear of all liens and encumbrances and shall promptly discharge and remove any lien arising from Developer or its agents or contractors activities on the Fire Access Road Property.

2. Failure to Maintain. If Developer fails to fulfill the maintenance obligations set forth in Section 1 in a timely and reasonable manner, the City may so notify Developer. The notice shall be in writing and shall set forth with specificity, the maintenance that was not performed. Within ten (10) days after delivery of such written notice, Developer and the City shall meet and confer in good faith to establish reasonable maintenance standards or measures for Developer to implement. If Developer has not fulfilled its maintenance obligation in accordance with the established maintenance standards within thirty (30) days after such conference (or, if the maintenance obligation cannot be fulfilled within thirty (30) days, Developer has failed to commence implementing maintenance in accordance with such standards or thereafter does not diligently complete such maintenance), the City shall have the right, but not the obligation, to perform the required maintenance pursuant to the terms of this Agreement. To the extent the City exercises such right, it shall deliver at least fifteen (15) days' prior written notice to the Developer of the exercise of the City's right under this Agreement to complete the maintenance required of Developer, and, following the completion of that work, the City shall deliver an invoice to Developer for the costs and expenses reasonably incurred in performing such maintenance. Developer shall reimburse the City within thirty (30) days after receipt of the invoice. All such costs and expenses not reimbursed when due shall bear interest at the rate of six percent (6%) per annum from the date due until the date paid.

3. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

4. Nature and Purpose of Covenants. The covenants set forth in this Agreement constitute a general scheme for the development, protection and maintenance of the Fore Riverpark Property and the Fire Access Road Property for the benefit of all owners. Said covenants are for the benefit of both properties and shall bind all owners thereof.

5. Covenants Running With the Land. Each covenant contained in this Agreement is a covenant running with the land, binding upon and inuring to the benefit of each heir, assignee and successor-in-interest of Developer as the owner of all or any portion of the Fore Riverpark Property, and the term "Developer," as used herein, shall be deemed to include such heirs, assigns and successors-in-interest. Each deed or conveyance of all or any portion of the Fore Riverpark Property, or any interest therein, shall expressly reference and be subject to all the provisions of this Agreement.

6. Further Assurances. The parties hereto covenant and agree to perform such further acts and execute such further applications or documents that either party shall reasonably request or which may be required in order to maintain and repair the Fire Access Road Property.

7. Governing Law. The laws of the State of California shall govern the construction, validity, performance and effect of this Agreement, without regard to conflicts of laws principles.

8. Severability. If any term, covenant, or condition of this Agreement, of any application thereof, shall be held by a court of competent jurisdiction to be void, invalid or unenforceable, all terms, covenants and conditions of this agreement, and any applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

9. Miscellaneous. This Agreement may only be amended by a document executed by the parties hereto (or their successors and assigns) and duly recorded in the Official Records of Ventura County, State of California. In any action to enforce its rights hereunder, the prevailing party or parties shall be entitled to reasonable attorney's fees and costs of suit from the non-prevailing party or parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Reciprocal Fire Access Road Easement as of the date first set forth above.

THE CITY:

CITY OF OXNARD,
a public body, corporate and politic

By: _____
Name: _____,
Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

[Signatures continue on next page]

DEVELOPER:

OXNARD COASTAL INVESTMENTS, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

VENTURA LAND DEVELOPMENT COMPANY,
a California limited liability company

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2021 before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2021 before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2021 before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2021 before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT A
THE PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

LOTS 8 AND 9 OF TRACT NO. 4334, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 114, PAGES 62 TO 66 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER THE PROPERTY HEREIN DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE THEREOF OR WITHIN OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEED RECORDED IN BOOK 4723, PAGE 472 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE REMAINDER OF ALL THE OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER THE RIGHT TO ENTER ON THE SURFACE THEREOF OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEEDS RECORDED DECEMBER 3, 1986 AS INSTRUMENT NO. 86-175822 THROUGH 86-175828, OF OFFICIAL RECORDS.

Assessor's Parcel Number: 132-0-100-085 & 132-0-100-095

EXHIBIT B FIRE ACCESS ROAD PROPERTY

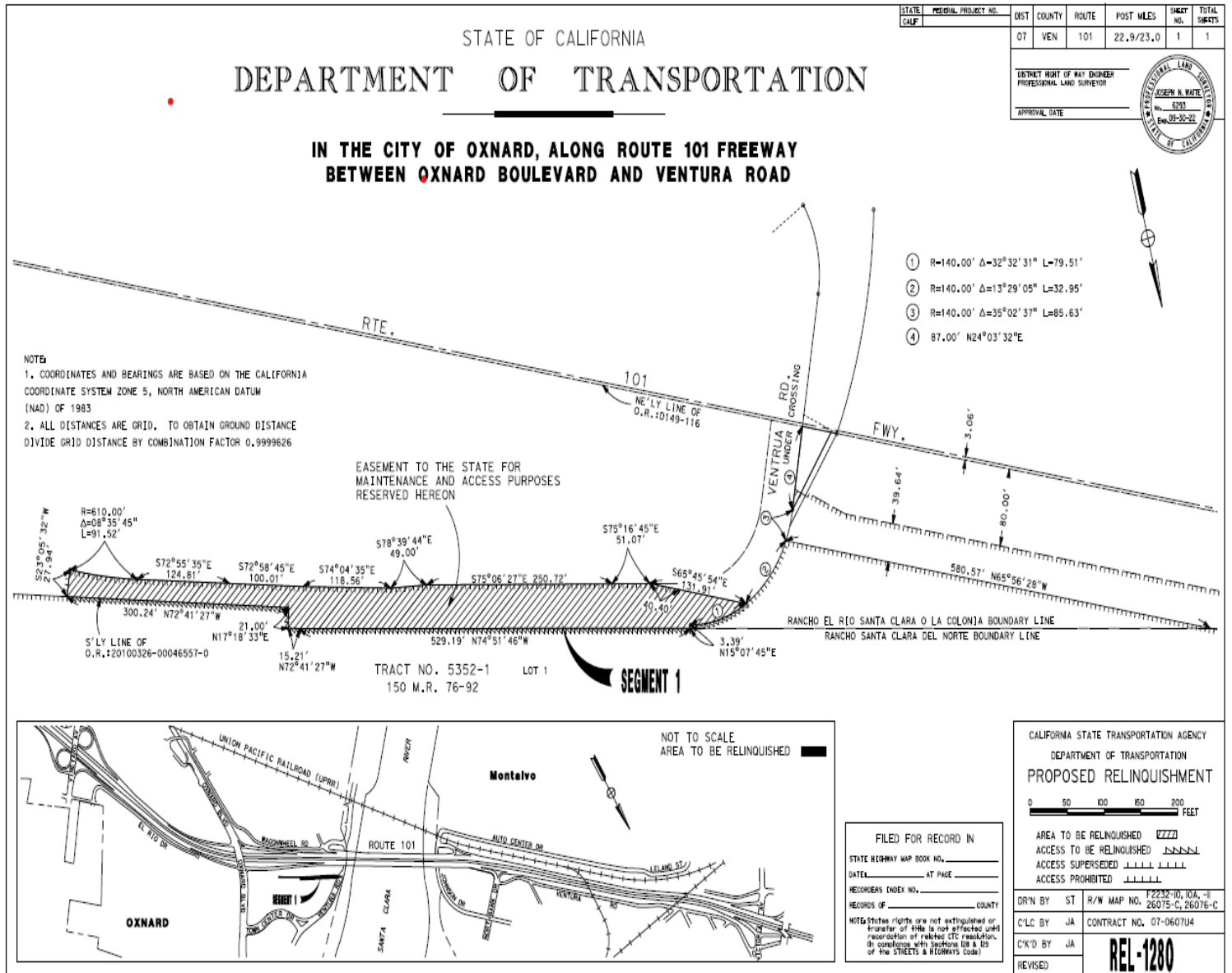


EXHIBIT C

CITY APPROVED MAINTENANCE SCHEDULE

Pavement Maintenance

The treatments listed in Table 1, below, are generalized to provide a range of treatments. Typical treatments within each generalized treatment range are listed in Table 2 below. The exact treatment would be determined by the City of Oxnard Public Works Director during the design phase of the project. The City of Oxnard Public Works Director shall also have the authority to waive or delay treatments, should the City, at its sole discretion, determine treatment is not warranted. The Developer shall also perform additional maintenance on an as-needed basis, pursuant to table 2 above, to maintain the integrity of the pavement. The roadway shall be evaluated using the PCI prior to all treatments.

Table 1

Treatment Type	Treatment	Required Timeframe
Crack and Surface Treatment	Light Maintenance (Cat. I)	Every nine (9) years
Restoration Treatment	Light Rehabilitation	After every three (3) Crack and Surface Treatments

Table 2

PCI* Breakpoints	PCI* Range	Treatment Category	Typical Treatments
I	70-90	Light Maintenance	Slurry Seal or Micro-Surface Fog Seal or Scrub Seal
II (Non-Load)	50-70	Light Maintenance	Chip Seal, Cape Seal Slurry Seal or Micro-Surface with Digouts Thin Maintenance Overlay (TMO)
III (Load)		Heavy Maintenance	Overlay (2" and under) or Thin Mill and Fill
IV	25-50	Light Rehabilitation	Overlay (greater than 2") or Thick Mill and Fill Cold-In-Place Recycling Full Depth Reclamation Pulverize and Resurfacing
V	0-25	Reconstruction	Full Section Reconstruction

*PCI - Pavement Condition Index - A rating scale for the condition of a road segment.

Landscape Maintenance

General Landscape Maintenance including landscaping upkeep, tree maintenance, and weed removal and prevention shall occur no less than every thirty (30) days. All landscaping shall be maintained by the Developer per the City approved landscape plan for the term of this agreement.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF INTENT OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING AN INTENTION TO VACATE A THIRTY-EIGHT (38) FOOT WIDE UTILITY EASEMENT, TOTALING APPROXIMATELY 33,409 SQUARE FEET, ALONG THE FRONTAGE OF THE TWO PARCELS LOCATED AT 2700 AND 2750 NORTH VENTURA ROAD, AND DIRECTING THE CITY CLERK TO SET A TIME AND PLACE FOR A PUBLIC HEARING PURSUANT TO CHAPTER 3, PART 3, DIVISION 9 OF THE STREETS AND HIGHWAYS CODE FOR THE CITY COUNCIL TO CONSIDER THE PROPOSED EASEMENT VACATION. THE PROJECT APPLICATION WAS FILED BY JONATHAN K. CORNELIUS OF FORE PROPERTY, 1004 SANTA BARBARA STREET, SANTA BARBARA, CA 93101, ON BEHALF OF THE PROPERTY OWNER OXNARD COASTAL INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND VENTURA LAND DEVELOPMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

WHEREAS, The Fore Property (“Applicant”) submitted a request for the vacation of a utility easements located at 2700/2750 Ventura Road (the “Property”), as shown in Exhibit A of this resolution, and incorporated by reference; and

WHEREAS, The City of Oxnard is the owner of record of the utility easement; and

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is designated Commercial Regional (CR) by the City’s 2030 General Plan and is zoned RiverPark Specific Plan (RPSP); and

WHEREAS, On May 23, 2022, the City of Oxnard Community Development Director approved a Development Design Review Permit (PZ 19-200-16) for the Fore Apartments at RiverPark Project, including a California Environmental Quality Act (CEQA) review for the physical development, and made findings of General Plan Consistency for the project at that time; and

WHEREAS, The vacation of this easement, as documented in the staff report, would be consistent General Plan policies regarding the use of the sites and would not adversely impact General Plan policies related to the provision of adequate utilities, with the roadway dedication; and

WHEREAS, The vacation of this easement and the ultimate use of the parcel for residential use is consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, the Planning Commission of the Oxnard reviewed the vacation request at its regular meeting of June 2, 2022 in accordance with Government Code section 65402 and determined that the vacation is consistent with the goals and policies of the City's adopted General Plan and recommended that the City Council consider and approve the easement vacation request.

WHEREAS, on June 21, 2022, the City Council of the City of Oxnard reviewed the easement vacation request in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320 and adopted a resolution to declare its intention to vacate the subject easement. The City Council set the request for a public hearing on Tuesday, July 26, 2022 at 6:00 p.m. at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council, pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), finds that it can be seen with certainty that there is no possibility that the proposed vacation of the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)).

SECTION 2. That it is the intention of the City Council of the City of Oxnard to vacate thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road (APN 132-0-100-095 & 132-0-100-085), and that the City Council hereby directs the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Tuesday, January 4, 2022, at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California. At this hearing, all interested parties may introduce evidence and testimony pertaining to the proposed street vacation.

SECTION 3. The map attached hereto as Exhibit "A" shows the approximate area to be vacated and shall be on file in the office of the City Clerk located at 300 West Third Street, Fourth Floor, Oxnard, California 93030.

SECTION 4. The City Clerk shall schedule and notice a public hearing in compliance with Streets and Highway Code sections 8320, 8322 and 8323, at which time all persons interested in or objecting to the proposed vacation may be heard and present evidence.

SECTION 5. The City Clerk's office is directed to publish and post notice of this proposed vacation in accordance with sections 8322 and 8323 of the California Streets and Highways Code.

SECTION 6. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

John Zaragoza, Mayor

ATTEST: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT

A Map of Utility Easement

EXHIBIT "A"
QUITCLAIM

The Landscape, Sidewalk and Public Utility Easement to the City of Oxnard over northerly and northwesterly 38.00 feet of Lots 8 and 9 of Tract No. 4334, in the City of Oxnard, County of Ventura, State of California, recorded on November 22, 1988 in Book 114, at Page 62 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County.

Contains: 33,409 Square Feet, more or less.

William T. Hurdle
William T. Hurdle
PLS 5453

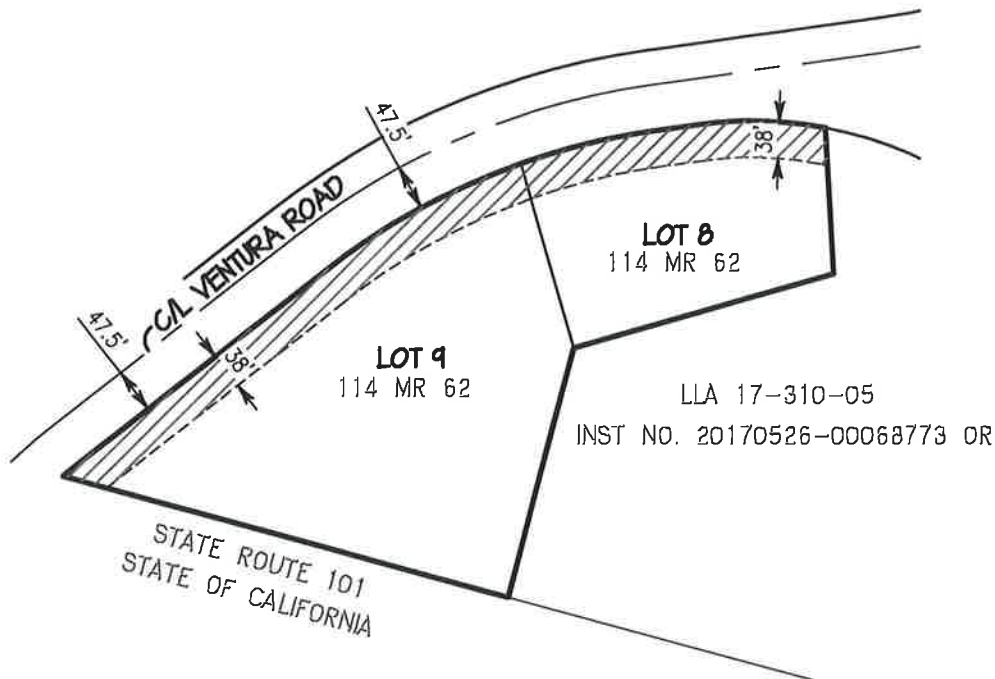
5-5-2022
Date



EXHIBIT "B"

SHEET 1 OF 1

QUITCLAIM

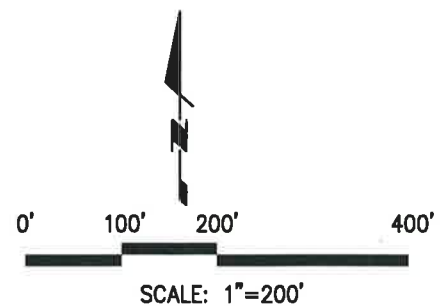


AREA

33409 SQUARE FEET, MORE OR LESS

LEGEND

C/L CENTERLINE
INST INSTRUMENT
LLA LOT LINE ADJUSTMENT
MR MISCELLANEOUS RECORDS
OR OFFICIAL RECORDS



HATCHED AREA DENOTES LAND
DESCRIBED IN THE ATTACHED
EXHIBIT "A"

WILLIAM T. HURDLE
PLS 5453

DATE

William T. Hurdle 5-5-2022



Cal-Trans Access Road Acquisition Agreements & Utility Easement Vacation

Joe Pearson II, Principal Planner

Vyto Adomaitis, Director of Community Development

City Council
June 21, 2022

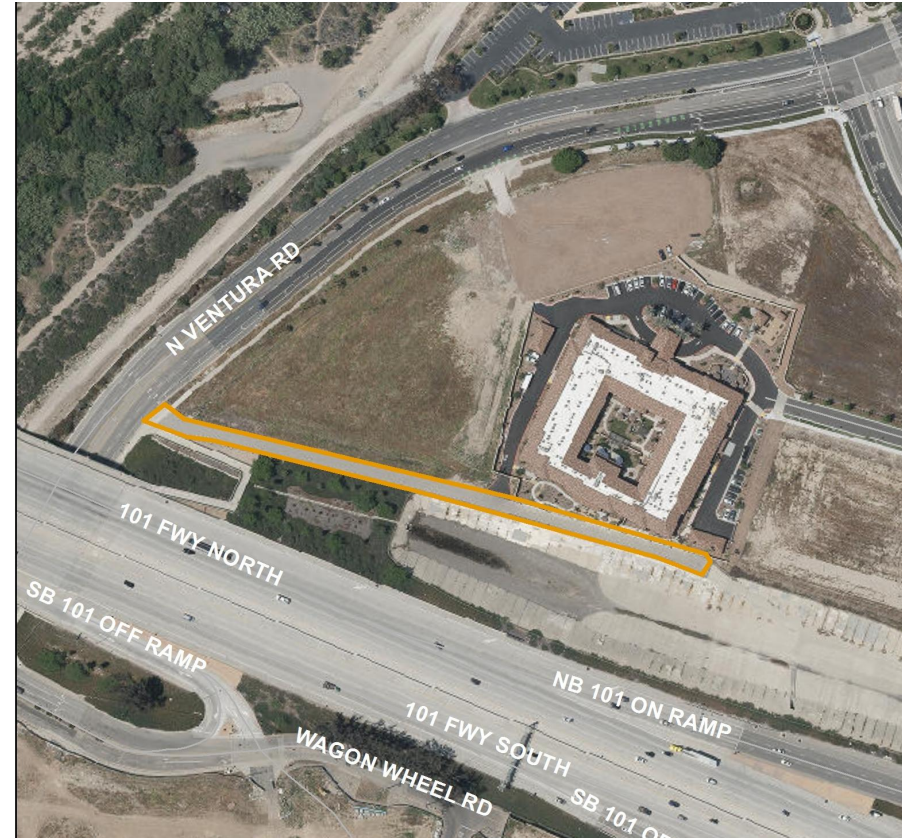
Summary of Requests

1. Relinquishment Agreement to Accept Cal-Trans Access Road
2. Maintenance Agreement for the Maintenance of the Acquired Access Road
3. Vacation of Utility Easement
4. Environmental Review

Project Location (Access Road)

Subject Site: South of 2700 Ventura Road/901
Town Center Drive

Located within RiverPark Area



Project Location (Utility Easement)

Subject Site: 2700/2750 Ventura Road

Located within RiverPark Area



Background

- The RiverPark Specific Plan was adopted by the City Council on September 10, 2002.
- Seven previous amendments to the RiverPark Specific Plan have been approved. The most recent was approved on April 5, 2022. The current specific plan would allow for up to 4,068 dwelling units or 2,098,000 square feet of commercial development depending on the development options chosen.

Background (Continued)

- On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard.
- The Development Agreement (DA) has been amended on two previous occasions, with the most recent approved on April 5, 2022.
- Under the most recent amendment the property owners agreed to enter into a maintenance agreement for the access drive and road located just north of Highway 101 and to the East of Ventura Road with the City of Oxnard.

Background (Continued)

- On May 23, 2022, the Community Development Director approved a Development Design Review Permit for the construction of a 409,257 square foot 5-story apartment building with 333 residential units and a 171,066 square foot 6-story centrally located parking structure with 510 residential parking spaces, rooftop deck on a 4.23-acre project site.



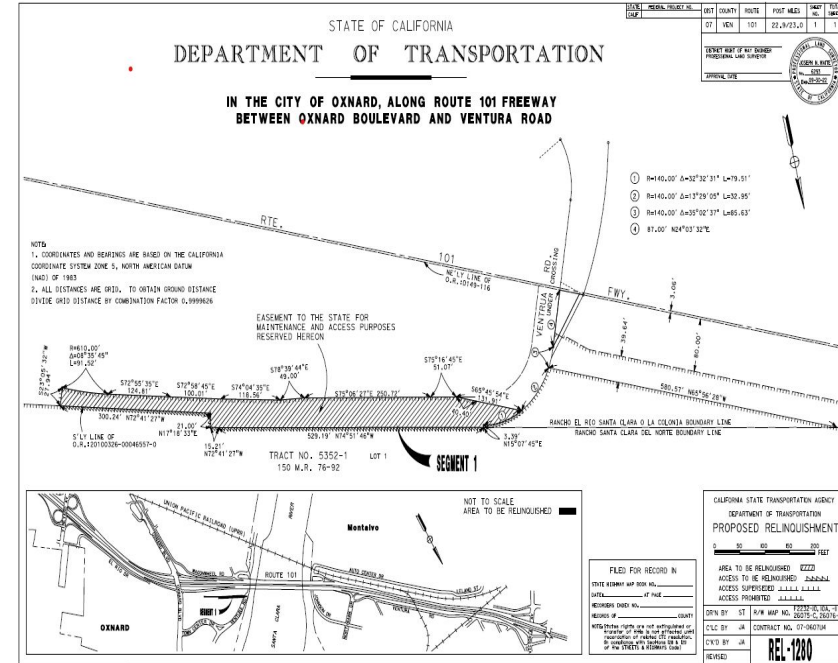
Planning Commission Determination

Government Code Section 65402, requires that real property acquisition or disposition, street vacation or abandonment, public building or structure construction be consistent with the General Plan and Local Coastal Land Use Plan as to location, purpose and extent.

- On June 2, 2022, The Planning Commission held a public hearing consistent with Government Code Section 65402 and found the R.O.W acquisition and easement vacation consistent with the 2030 General Plan.
- Unanimously (6-0) adopted Resolutions 2022-25 and 2022-26:
 - Finding both actions in conformance with the 2030 General Plan.

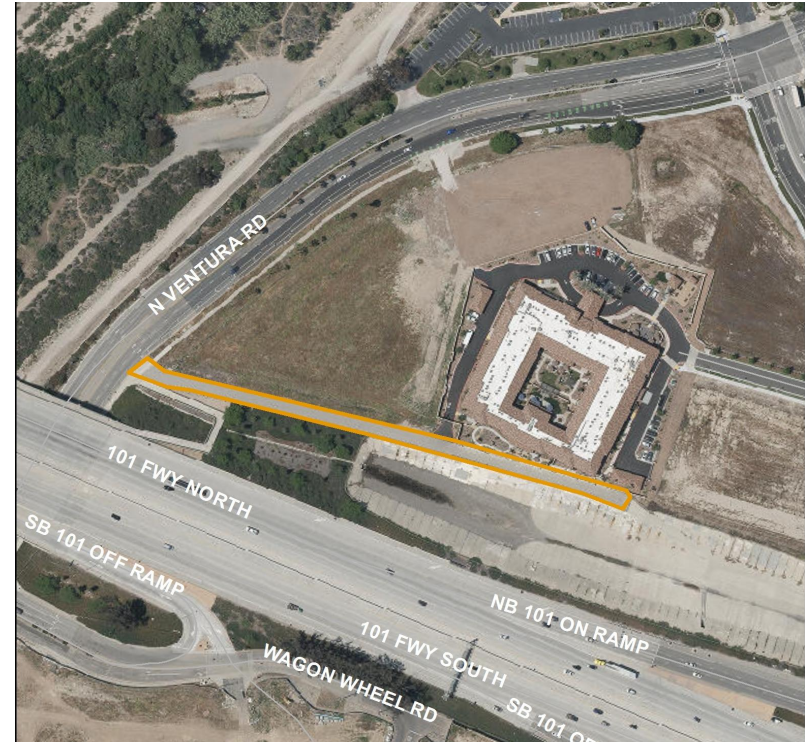
Project Description (Access Road Acquisition)

- Enter into a Relinquishment Agreement with Cal-Trans for the acquisition of a access road.
- Enter into a Maintenance Agreement with the property owners of 2700 and 2750 North Ventura Road to transfer the maintenance of the Access Road to the property owners.



Access Road

- Currently provided access to an existing detention basin and an existing pedestrian overcrossing.
- Would provide emergency and service access to Fore Development and Oakmont Development.
- Phase I Initial Site Assessment (ISA) and Phase 2 Environmental Site Assessment (ESA).

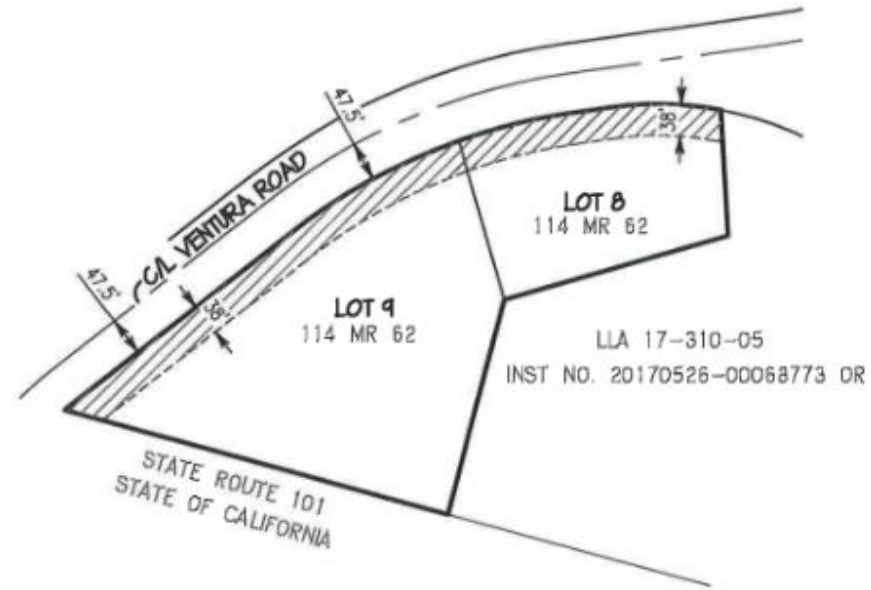


Purpose of Agreements

- State Highway Relinquishment Agreement
 - The proposed Relinquishment Agreement between Cal-Trans and the City of Oxnard, would allow for the transfer of Access Road to the City and lays out the requirements for the transfer.
- Maintenance Agreement For Access Road
 - The proposed Maintenance Agreement between the property owners of 2700 and 2750 North Ventura Road and the City of Oxnard, would transfer the maintenance of the Access Road to the property owners of 2700 and 2750 North Ventura Road.

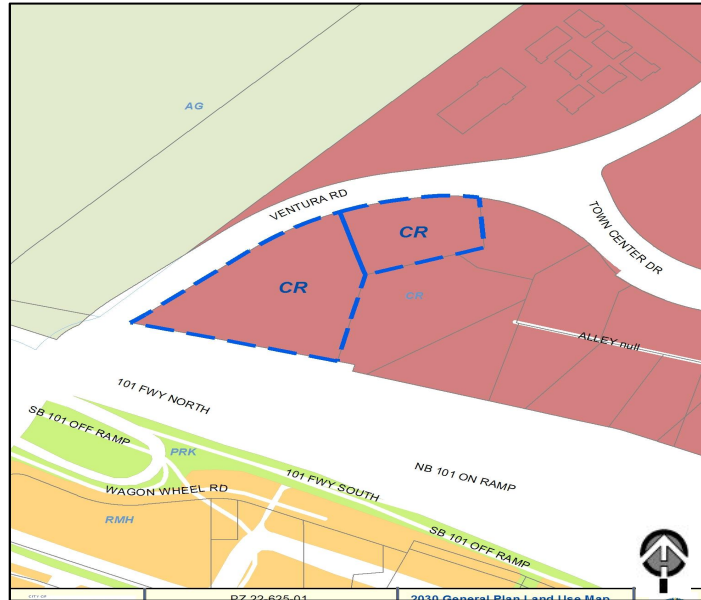
Project Description (Easement Vacation)

- Vacation of a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road.



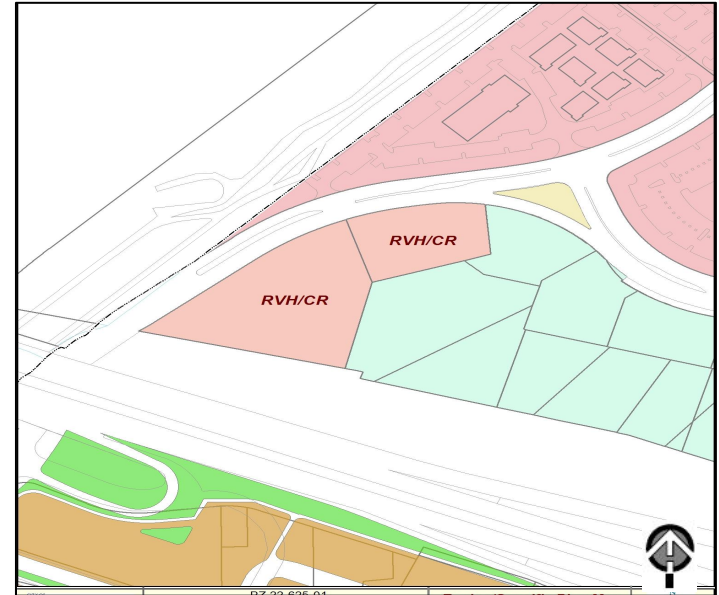
General Plan & Zoning Maps (Utility Easement)

General Plan Land Use Designation



Commercial Regional (CR)

Zoning Designation



RiverPark Specific Plan (RPSP)

Purpose of Easement Vacation

- The Vacation would facilitate the development of the Fore Apartments at RiverPark project.
- As the Fore Apartments at RiverPark project is conditioned to provide a 16-foot Public Right-of-Way dedication, there will be sufficient spaces provided for the placement of public utilities within the new and existing Public Right of Way.
- The vacation was reviewed by the City staff as part of the Fore Apartment at RiverPark project and the easement was found to no longer be needed, with the new dedication.

Environmental Determination

Environmental Determination

Pursuant to California Environmental Quality Act, it can be seen with certainty that there is no possibility that the proposed acquisition of the Access Road located south of 2700 Ventura Road/901 Town Center Drive, including the proposed agreements, and the vacation of the thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3), and staff recommends that the City Council accept a Notice of Exemption.

All physical improvements and environmental impacts associated with the development of the residential project, including the improvements to adjacent access road were analyzed as part of the entitlement process, and the development and uses associated with the residential project were determined to be covered under the RiverPark EIR (FEIR 00-03) and subsequent addenda.

That the City Council:

1. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).
2. Authorize the City Manager or designee be given authority to finalize the negotiations and to execute an Maintenance Agreement For Access Road (Agreement Number A-8481) by and between City of Oxnard, a municipal corporation of the State of California and Oxnard Coastal Investments, LLC, a California limited liability company and Ventura Land Development Company, LLC, a California limited liability company; and
3. Adopt a Resolution authorizing the City Manager or designee be given authority to finalize the negotiations and to execute an State Highway Relinquishment Agreement (Agreement Number A-8482) by and between the State of California, acting through its Department of Transportation, and the City of Oxnard; and

Staff Recommendation (Continued)

That the City Council:

4. Adopt Resolution declaring its intention to vacate its right, title and interest in a thirty-eight (38) foot wide utility easement, totaling approximately 33,409 square feet, along the frontage of the two parcels located at 2700 and 2750 North Ventura Road and direct the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Tuesday, July 26, 2022 at 6:00 p.m. at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.

