

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
FINANCE AND GOVERNANCE COMMITTEE
Council Chambers, 305 West Third Street
May 23, 2023
Regular Meeting - 5:00 to 6:30 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 893 9505 4711
3. Passcode: 123507

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. Follow Zoom details listed above.

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 include: (Minutes for 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.

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. 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.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the May 9, 2023 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Fiscal Year 2023-24 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report and Declaration of Intention to Levy Assessments. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt "A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts"; and

2. Adopt "A Resolution of the City Council of the City of Oxnard, California, approving a consolidated engineer's report regarding assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts"; and

3. Adopt “A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2023-24 in connection with the city’s landscape maintenance districts.”

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/nlcZwr7NovA>

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Fiscal Year 2023-24 Special Tax Levy for Community Facility Districts Numbers 1, 2, 3, 4, 5 and 2000-3. (15 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5 and 2000-3:

1. Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2023-24; and
2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2023-24; and
3. Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24; and
4. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24; and
5. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2023-24; and
6. Adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2023-24; and
7. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

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

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Fiscal Year 2022-23 Budget Appropriation for Community Facilities District Number 7, Wagon Wheel. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that the City Council approve a Fiscal Year 2022-23 budget appropriation from the available fund balance in the amount of \$100,399 to the Special Districts Fund (120) for reimbursement of Fiscal Year 2022-23 authorized Developer reimbursements from the Wagon Wheel Community Facilities District.

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

Contact: Michael Wolfe, (805) 385-8055

4. Information Technology Department

SUBJECT:

Renewal of Purchase Order 8022 with CompuWave, Inc. for the Purchase of Information Technology Goods and Services. (10 minutes)

RECOMMENDATION:

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to renew Purchase Order 8022 for information technology goods and services with CompuWave, Inc., pursuant to a piggyback agreement from the County of Ventura Contract No. 8926, for an additional two-year term expiring June 30, 2025, and increasing the not to exceed amount from \$1,600,000 to \$2,600,000.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/KcP2fVZ5Uxo>

Contact: Helen Miller, (805)385-7446

5. Finance Department

SUBJECT: Public Safety Property Tax Assessment FY 2023-24. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee review and recommend to City Council the adoption of a resolution establishing the FY 2023-24 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/nVV7c0BhqQw>

Contact: Mark Sewell, 805-385-7851

6. Finance Department

SUBJECT: Annual Delegation of Investment Authority. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend the City Council adopt a resolution delegating investment authority to the City Treasurer for FY 2023-24.

Contact: Mark Sewell, 805-385-7851

7. Finance Department

SUBJECT: Recommend City Council authorize a Resolution Declaring the Intent of the City to be Reimbursed from Potential Bond Proceeds for Expenditures Made Towards Street and Alleyway Improvements. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend the City Council approve and authorize a resolution declaring the intent of the City to be reimbursed for certain capital expenditures from the proceeds of indebtedness.

Presentation will be live on Consultant's request.

Contact: Mark Sewell, 805-385-7851

8. Finance Department

SUBJECT: Proposed Fiscal Year 2023-24 Budget. (20 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend that City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2023-24 proposed budget on June 6, 2023, for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 20, 2023.

Please click the following link to view the required Measure M pre-recorded presentation video titled Fiscal Year 2023-2024 Budget Preview: <https://youtu.be/1pkzfbZSYHE>

Please click the following link to view the required Measure M pre-recorded presentation video titled Additional Information on Fiscal Year 2023-24 Proposed Annual

Budget: <https://youtu.be/3mXf8X-rre4>

Contact: Mark Sewell, 805-385-7851

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**FINANCE AND GOVERNANCE COMMITTEE
AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: May 23, 2023
TO: Finance & Governance Committee
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Finance & Governance Committee approve the minutes of the May 9, 2023 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 05 09 2023 Finance & Governance

MINUTES
OXNARD CITY COUNCIL
FINANCE AND GOVERNANCE COMMITTEE
Regular Meeting
May 9, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 5:01 p.m., Chair John C. Zaragoza called to order the regular meeting of the Oxnard City Council Finance and Governance Committee 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. Chair Zaragoza, Member Gabriela Basua; and Member Gabriel (Gabe) Teran were present in person.

Member Basua arrived at 5:04 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Stephen M. Fischer, City Attorney; Michael Wolfe, Public Works Director; Terrel Harrison, Cultural & Community Services Director; Renee Rakestraw, Community Services Manager; Steve Howlett, Assistant Public Works Director; Dee Lai, Assistant City Clerk; and Rose Chaparro, City Clerk.

Eden Alomeri, Revenue & Licensing Director & Assistant City Treasurer participated via videoconference.

Dee Fairbanks, General Manager with American Golf Corporation, at River Ridge Golf Club also attended in person.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Finance & Governance Committee approve the minutes of the April 25, 2023 regular meeting as presented.

It was moved by Member Teran; seconded by Chair Zaragoza; to approve the Information/Consent item as presented. VOTE: Teran and Zaragoza voted in favor; the motion carried 2-0. Member Basua was absent during this vote.

D. REPORTS1. Cultural & Community Services Department

SUBJECT: Lease Agreement with Catalyst Family, Incorporated. (10 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommended that the City Council approve and authorize the Mayor to execute a lease agreement for three (3) years with monthly lease rates of \$8,614.10 (FY 23-24), \$8,829.45 (FY 24-25) and \$9,050.19 (FY 25-26) with Catalyst Family, Incorporated (CFI) for a portion of South Oxnard Community Center, 200 East Bard Road.

Terrel Harrison, Cultural & Community Services Director was available to answer the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Teran, seconded by Member Basua, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

2. Public Works Department

SUBJECT: Fiscal Year 2023-24 Golf Annual Plan. (20 minutes)

RECOMMENDATION: That the Finance and Governance Committee recommend the City Council receive and file the River Ridge Golf Course Annual Plan for Fiscal Year 2023-24 as prepared by American Golf Corporation.

Steve Howlett, Assistant Public Works Director was available to answer the Committee's questions. Public comments were received from Eduardo Huerta.

It was moved by Chair Zaragoza; seconded by Member Basua, to approve the recommended action as presented. VOTE: Basua, Teran, and Zaragoza voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Zaragoza adjourned the meeting at 5:20 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Chair



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: May 23, 2023

TO: Finance and Governance Committee

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

SUBJECT: Fiscal Year 2023-24 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report and Declaration of Intention to Levy Assessments. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt "A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts"; and
2. Adopt "A Resolution of the City Council of the City of Oxnard, California, approving a consolidated engineer's report regarding assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts"; and
3. Adopt "A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2023-24 in connection with the city's landscape maintenance districts."

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/nlcZwr7NovA>

BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 48 special financing districts which include 36 Landscape Maintenance Districts ("LMDs"). The City has allowed property owners (i.e. developers) to use special financing districts (e.g. LMDs) to fund the annual cost of maintaining certain public improvements that have a special benefit to the properties within the district. Typically, the developer installed the public improvements at the time of development and benefiting property owners pay for the cost of maintaining the improvements (i.e., special benefit) through a special assessment included on the property's annual property tax bill. Revenue received from the assessment funds the cost to provide the Special Benefit, as outlined in the Consolidated Engineer's Report attached hereto as Attachment 1 ("Report").

Assessments are levied annually and collected on the property tax roll. Each year, the City Council must conduct proceedings to levy the assessments. Revenue received from the assessments partially funds the ongoing maintenance of public improvements provided by each district and, in some cases, is collected for future work that is conducted on a less than annual basis.

If the Committee approves the recommendation in this report, a Public Hearing will be set for June 20, 2023, during which the City Council will consider three resolutions. If adopted by Council, the Resolutions will: 1) initiate proceedings to levy the annual assessments; 2) approve the Consolidated Engineer's Report for the districts; and 3) declare the intent

to levy assessments on the FY 2023-24 property tax roll. This is a process that is required each year.

DISCUSSION

The Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 et seq.) (“Act”) requires the City Council to annually Initiate Proceedings by Resolution (Attachment 2), approve the Consolidated Engineers Report through a Resolution (Attachment 3), and state the Council’s Intent to Levy the annual assessment through a Resolution (Attachment 4).

In compliance with the Act, an annual review and evaluation of each district’s revenues and expenditures, contained in the Consolidated Engineer’s Report, is conducted. This Report consolidates the City’s 36 LMDs into a single report, but evaluates each district individually. The Report includes a description of the improvements, the projected annual maintenance costs, and funding to be collected for projects done on a less than annual basis, if any, the method of assessment apportionment for each lot or parcel within each district’s boundaries, and a diagram showing the parcels within that district. The Report also provides an analysis of each district’s annual financial status. It separates and apportions the cost of General Benefit, other costs funded by a non-assessment fund (e.g. the General Fund), and the cost of Special Benefit to the benefiting properties is funded by the applied assessment rate. The actual services provided to each district varies from district to district and are based upon the property owner approved services and funding.

The applied assessment rate is the amount needed to fund the services of each district and is the amount actually levied on the property tax roll. It cannot exceed the maximum assessment rate that was originally approved for each district. After completing an individual analysis of each district’s current level of service, anticipated expenditures, fund balance, assigned reserve levels, and future work that is conducted on a less than annual basis, it is recommended to set the applied rates as set forth in the Report. Parcel specific detail of the proposed maximum and applied assessment is included in the Report as attached and is also available from the City Clerk’s office and accessible from the City’s website (www.oxnard.org).

Costs considered to be of General Benefit, as defined in the Report, are not allowed to be assessed to the properties and therefore are apportioned as a non-assessment fund (e.g. General Fund) expense. The General Fund is proposed to cover additional costs, which are outlined in the Fiscal Impact section of this Report. The FY 2023-24 Proposed Operating Budget includes funds necessary to cover these costs.

Funds received for the benefit of each district are restricted and can only be used within the district and for the purposes for which they were collected. Some of the District’s applied assessment rates are proposed to increase from last year. This is to account for services such as district-wide tree trimming, sidewalk grinding, removal and replacement of displaced sidewalks, irrigation repair, electrical systems repair, and lighting repair and replacement. The assessment is levied at a rate that is no higher than the maximum assessment.

The deadline for delivering the Assessment information to Ventura County is July 5, 2023.

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

For FY 2023-24, the preliminary total projected expenditures for the LMDs is \$3,865,311.60. This will be funded through \$683,725.51 in 2023-24 real property assessments, \$2,803,375.95 in existing funds in the LMD accounts, \$17,151 from interest income, a general benefit contribution of \$297,089.06 from the General Fund, and a subsidy from the General Fund of \$63,970.08 for utility overages.

COMMITTEE OUTCOME

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. FY23-24 Consolidated Engineers Report LMD Placeholder
2. Oxnard LMD Reso Initiating
3. Oxnard Reso Approving Consolidated ER
4. Oxnard Reso Intent to Levy (ROI)
5. City of Oxnard Special Districts Map
6. City of Oxnard Special Districts List
7. Presentation

<https://www.oxnard.org/wp-content/uploads/2023/05/Oxnard-LMD-Engineers-Report-23-24-Intent.pdf>

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, INITIATING PROCEEDINGS TO LEVY ASSESSMENTS AGAINST REAL PROPERTY FOR FISCAL YEAR 2023-24 IN CONNECTION WITH THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established a number of Landscape Maintenance Districts (collectively the "Assessment Districts") pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, a complete list of the Assessment Districts is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth; and

WHEREAS, for each of the Assessment Districts, the City levies an annual assessment against real property to fund public improvements that specially benefits the parcels located in that Assessment District; and

WHEREAS, the City has engaged NBS (the "Assessment Engineer") to provide assessment engineering services in connection with the Assessment Districts; and

WHEREAS, the City Council desires to initiate proceedings to levy assessments in connection with the Assessment Districts for Fiscal Year (FY) 2023-24.

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

1. Recitals. The above recitals are all true and correct.
2. Initiation of Proceedings. Pursuant to Section 22622 of the Act, the City Council hereby initiates proceedings in connection with the Assessment Districts for the levy of assessments for FY 2023-24.
3. Order to Engineer. The Assessment Engineer is hereby ordered to prepare and file reports pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2023-24 levy of assessments in connection with each of the Assessment Districts. These reports may be consolidated into a single document for administrative convenience.
4. Improvements. The improvements associated with each of the Assessment Districts are substantially the same improvements as in FY 2022-23.
5. Projects. In accordance with Streets and Highways Code Section 22660(a), the City Council hereby determines that the estimated cost of certain proposed improvements are greater than can conveniently be raised from a single assessment and, as a result, will be collected in installments. General descriptions of these improvements, as well as the estimated costs thereof, the number of annual installments and years

during which they are to be collected, and the maximum amount of each annual installment, are described in the Exhibit B attached hereto and incorporated herein by reference as though fully set forth. Moneys collected from the annual installments shall be accumulated in the improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.

6. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

7. Effective Date. This Resolution shall be effective immediately upon adoption.

8. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Resolution No.
Resolution Initiate Proceedings LMDs FY2023-24
Page 3

Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICTS

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

Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing)	June 10, 2003	12404
District Name	Formation	
	Date	Resolution No.
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

EXHIBIT B

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICT PROJECTS

Resolution No.
Resolution Initiate Proceedings LMDs FY2023-24
Page 7

Account Code	District	Project Name	Annual Installments	FY 23/24 Project Total	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	5-Year Estimated Total Expense
20303801	LMD No. 3 (River Ridge)	District-wide tree trimming	\$2,176.00	\$6,528.00			\$6,528.00		
		Irrigation repair and replacement	\$2,003.67	\$4,667.32		\$4,807.34		\$4,951.56	\$49,572.60
		Landscape replantings	\$3,736.14	\$10,881.96			\$11,208.42		
		Project Subtotal		\$22,077.28	\$0.00	\$4,807.34	\$17,736.42	\$4,951.56	\$49,572.60
		Annual Installment Totals		\$0.00	\$8,315.81	\$8,315.81	\$8,500.00	\$8,500.00	\$33,631.63
30403801	MAD No. 4 (Mandalay Beach/Colony/Hotel)	District-wide tree trimming	\$3,604.00	\$10,812.00			\$10,812.00		
		Irrigation repair and replacement	\$4,677.99		\$9,355.97		\$9,636.65		\$101,492.08
		Landscape replantings	\$9,995.97			\$29,987.91		\$30,887.55	
		Project Subtotal		\$10,812.00	\$9,355.97	\$29,987.91	\$20,448.65	\$30,887.55	\$101,492.08
		Annual Installment Totals		\$14,673.96	\$18,718.96	\$18,718.17	\$18,718.17	\$18,718.17	\$74,432.48
21003801	LMD No. 10 (Country Club Estates)	District-wide tree trimming	\$204.00	\$612.00			\$612.00		
		Irrigation repair and replacement	\$1,958.75	\$3,803.40		\$3,917.50		\$4,035.03	\$15,060.88
		Landscape replantings	\$512.55		\$1,025.10		\$1,055.85		
		Project Subtotal		\$4,415.40	\$1,025.10	\$3,917.50	\$1,667.85	\$4,035.03	\$15,060.88
		Annual Installment Totals		\$512.55	\$2,675.30	\$2,690.68	\$2,749.44	\$2,749.44	\$10,864.86
21103801	LMD No. 11 (St. Tropez)	District-wide tree trimming	\$1,836.00		\$3,672.00			\$3,672.00	
		Irrigation repair and replacement	\$447.08		\$894.16			\$894.16	\$21,842.64
		Landscape replantings	\$3,130.62		\$6,261.24		\$6,449.08		
		Project Subtotal		\$0.00	\$10,827.40	\$0.00	\$6,449.08	\$4,566.16	\$21,842.64
		Annual Installment Totals		\$5,413.70	\$5,413.70	\$4,746.59	\$4,746.59	\$4,746.59	\$19,653.48
21203801	LMD No. 12 (Standard Pacific)	District-wide tree trimming	\$249.33	\$748.00			\$748.00		
		Irrigation repair and replacement	\$1,902.62	\$3,694.40		\$3,805.23		\$3,919.39	\$15,276.32
		Landscape replantings	\$581.60		\$1,163.20		\$1,198.10		
		Project Subtotal		\$4,442.40	\$1,163.20	\$3,805.23	\$1,946.10	\$3,919.39	\$15,276.32
		Annual Installment Totals		\$581.60	\$2,733.55	\$2,751.00	\$2,808.08	\$2,808.08	\$11,100.70
21303801	LMD No. 13 (Le Village)	District-wide tree trimming	\$793.33	\$2,380.00			\$2,380.00		
		Irrigation repair and replacement	\$2,124.86	\$4,125.94		\$4,249.72		\$4,377.21	\$26,399.84
		Landscape replantings	\$2,188.91		\$4,377.82		\$4,509.15		
		Project Subtotal		\$6,505.94	\$4,377.82	\$4,249.72	\$6,889.15	\$4,377.21	\$26,399.84
		Annual Installment Totals		\$2,188.91	\$5,107.10	\$5,172.77	\$5,236.52	\$5,236.52	\$20,752.90

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21403801	LMD No. 14 (California Cove)	District-wide tree trimming	\$2,176.00	\$6,528.00			\$6,528.00		
		Irrigation repair and replacement	\$2,692.52	\$5,228.20				\$5,546.60	\$54,721.98
		Landscape replantings	\$4,313.85	\$12,564.60			\$12,941.54		
		Project Subtotal		\$24,320.80	\$0.00	\$5,385.05	\$19,469.54	\$5,546.60	\$54,721.98
		Annual Installment Totals		\$0.00	\$9,182.37	\$9,182.37	\$9,263.14	\$9,392.56	\$37,020.44
21603801	LMD No. 16 (California Lighthouse)	District-wide tree trimming	\$1,518.67	\$4,556.00					
		Irrigation repair and replacement	\$593.53	\$1,187.05		\$1,222.66		\$1,259.34	\$17,249.38
		Landscape replantings	\$1,100.58		\$2,201.15		\$2,267.18		
		Project Subtotal		\$5,743.05	\$2,201.15	\$1,222.66	\$6,823.18	\$1,259.34	\$17,249.38
		Annual Installment Totals		\$1,100.58	\$3,212.77	\$3,245.78	\$3,263.59	\$3,263.59	\$12,985.73
22303801	LMD No. 23 (Greystone)	District-wide tree trimming	\$3,502.00		\$7,004.00				
		Irrigation repair and replacement	\$1,915.67					\$3,946.28	\$39,921.68
		Landscape replantings	\$4,487.01		\$8,934.02		\$9,202.04		
		Project Subtotal		\$0.00	\$19,769.36	\$0.00	\$16,206.04	\$3,946.28	\$39,921.68
		Annual Installment Totals		\$9,884.68	\$9,884.68	\$9,457.91	\$9,284.44	\$9,284.44	\$37,911.46
22403801	LMD No. 24 (Vineyards)	District-wide tree trimming	\$3,400.00	\$10,200.00			\$10,200.00		
		Irrigation repair and replacement	\$2,324.07	\$4,512.76		\$4,648.14		\$4,787.59	\$61,487.84
		Landscape replantings	\$6,884.57		\$13,369.14		\$13,770.21		
		Project Subtotal		\$14,712.76	\$13,369.14	\$4,648.14	\$23,970.21	\$4,787.59	\$61,487.84
		Annual Installment Totals		\$6,684.57	\$12,408.64	\$12,609.18	\$12,678.90	\$12,678.90	\$50,375.62
22503801	LMD No. 25 (The Pointe)	District-wide tree trimming	\$12,070.00		\$24,140.00				
		Irrigation repair and replacement	\$528.84	\$1,026.87		\$1,057.68		\$1,089.41	\$61,577.71
		Landscape replantings	\$2,493.54		\$4,987.07		\$5,136.69		
		Project Subtotal		\$1,026.87	\$29,127.07	\$1,057.68	\$29,276.69	\$1,089.41	\$61,577.71
		Annual Installment Totals		\$2,493.54	\$15,092.37	\$15,167.18	\$15,183.05	\$15,183.05	\$60,625.65
22703801	LMD No. 27 (Rose Island)	District-wide tree trimming	\$1,541.33	\$4,624.00			\$4,624.00		
		Irrigation repair and replacement	\$536.04	\$1,040.85		\$1,071.07		\$1,104.23	\$41,083.69
		Landscape replantings	\$918.01	\$1,782.54		\$1,836.01			
		Sidewalk repair/replace, wall/fencing repair/replace	\$5,000.00		\$10,000.00			\$15,000.00	
		Project Subtotal		\$7,447.38	\$10,000.00	\$2,908.08	\$4,624.00	\$16,104.23	\$41,083.69
		Annual Installment Totals		\$5,000.00	\$7,995.37	\$7,995.37	\$7,093.45	\$7,093.45	\$30,177.65

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Account Code	District	Project Name	Annual Installments	FY 23/24 Project Total	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	5-Year Estimated Total Expense
22803801	LMD No. 28 (Harborside)	District-wide tree trimming	\$3,944.00	\$11,832.00			\$11,832.00		
		Irrigation repair and replacement	\$405.21	\$786.82		\$810.43		\$834.74	
		Landscape replantings	\$864.14		\$1,728.28		\$1,780.13		\$49,604.40
		Sidewalk repair/replace; wall/fencing repair/replace	\$5,000.00				\$20,000.00		
Project Subtotal			\$12,618.82	\$1,728.28	\$810.43	\$33,612.13	\$834.74	\$49,604.40	
Annual Installment Totals			\$5,864.14	\$10,213.36	\$10,239.28	\$10,251.44	\$5,251.44	\$35,955.51	
23003801	LMD No. 30 (Haas Automation)	District-wide tree trimming	\$2,448.00	\$7,344.00			\$7,344.00		
		Irrigation repair and replacement	\$640.55	\$1,243.78		\$1,281.09		\$1,319.53	
		Landscape replantings	\$1,643.54	\$3,191.34		\$3,287.08		\$3,385.69	
		Sidewalk repair/replace; wall/fencing repair/replace	\$6,666.67	\$10,000.00			\$20,000.00		\$58,396.51
Project Subtotal			\$21,779.12	\$0.00	\$4,568.17	\$27,344.00	\$4,705.22	\$58,396.51	
Annual Installment Totals			\$0.00	\$11,398.75	\$11,398.75	\$11,467.28	\$4,800.61	\$39,065.39	
23103801	LMD No. 31 (Rancho De La Rosa)	District-wide tree trimming	\$10,698.67	\$32,096.00			\$32,096.00		
		Irrigation repair and replacement	\$2,866.92	\$5,178.48		\$5,333.83		\$5,493.85	
		Landscape replantings	\$21,247.72		\$42,495.44		\$43,770.30		\$201,463.91
		Amenities repair / replacement (sidewalks, fencing, mailboxes)	\$8,333.33			\$25,000.00		\$10,000.00	
Project Subtotal			\$37,274.48	\$42,495.44	\$30,333.83	\$75,866.30	\$15,493.85	\$201,463.91	
Annual Installment Totals			\$29,581.05	\$42,946.64	\$43,584.07	\$43,664.08	\$43,664.08	\$173,858.86	
23203801	LMD No. 32 (Oak Park)	District-wide tree trimming	\$793.33	\$2,380.00			\$2,380.00		
		Irrigation repair and replacement	\$621.50	\$1,206.80		\$1,243.00		\$1,280.29	
		Landscape replantings	\$327.45	\$953.73			\$982.35		\$30,426.18
		Sidewalk repair/replace	\$0.00	\$20,000.00					
Project Subtotal			\$24,540.53	\$0.00	\$1,243.00	\$3,362.35	\$1,280.29	\$30,426.18	
Annual Installment Totals			\$0.00	\$1,742.28	\$1,742.28	\$1,760.93	\$1,770.75	\$7,016.25	
23303801	LMD No. 33 (El Paseo)	District-wide tree trimming	\$6,256.00	\$18,768.00			\$18,768.00		
		Irrigation repair and replacement	\$550.41	\$1,068.76		\$1,100.82		\$1,133.85	
		Landscape replantings	\$1,205.26		\$2,410.51		\$2,482.83		\$75,732.77
		Sidewalk repair/replace	\$5,000.00		\$10,000.00		\$20,000.00		
Project Subtotal			\$19,836.76	\$12,410.51	\$1,100.82	\$41,250.83	\$1,133.85	\$75,732.77	
Annual Installment Totals			\$6,205.26	\$13,011.67	\$18,047.83	\$18,064.34	\$8,064.34	\$57,188.17	

Account Code	District	Project Name	Annual Installments	FY 23/24 Project Total	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	5-Year Estimated Total Expense
23403801	LMD No. 34 (Sunrise Pointe & Sunset Cove)	District-wide tree trimming	\$10,313.33	\$30,940.00			\$30,940.00		
		Irrigation repair and replacement	\$395.62	\$768.20		\$791.25		\$814.99	
		Landscape replantings	\$1,314.26		\$2,628.51		\$2,707.37		\$109,590.32
		Sidewalk repair/replace	\$5,000.00		\$10,000.00		\$30,000.00		
		Project Subtotal		\$31,708.20	\$12,628.51	\$791.25	\$63,647.37	\$814.99	\$109,590.32
		Annual Installment Totals		\$6,314.26	\$17,023.21	\$27,062.64	\$27,074.51	\$12,074.51	\$83,234.87
23603801	LMD No. 36 (Villa Santa Cruz & Villa Carmel)	District-wide tree trimming	\$19,878.67	\$59,636.00			\$59,636.00		
		Irrigation repair and replacement	\$409.95	\$796.02		\$819.90		\$844.50	\$147,365.04
		Landscape replantings	\$2,774.69		\$2,774.69		\$2,857.93		
		Amenities repair / replacement (sidewalks, lights)	\$6,666.67				\$20,000.00		
		Project Subtotal		\$60,432.02	\$2,774.69	\$819.90	\$82,493.93	\$844.50	\$147,365.04
		Annual Installment Totals		\$0.00	\$29,729.97	\$29,813.21	\$29,825.51	\$23,158.85	\$112,527.55
23703801	LMD No. 37 (Pacific Breeze)	District-wide tree trimming	\$544.00	\$1,632.00			\$1,632.00		
		Irrigation repair and replacement	\$2,012.16	\$3,907.10		\$4,024.31		\$4,145.04	\$91,108.29
		Landscape replantings	\$975.51	\$2,841.30			\$2,926.54		
		Sidewalk repair/replace	\$0.00	\$70,000.00					
		Project Subtotal		\$78,380.40	\$0.00	\$4,024.31	\$4,558.54	\$4,145.04	\$91,108.29
		Annual Installment Totals		\$0.00	\$3,531.67	\$3,531.67	\$3,592.03	\$3,592.03	\$14,247.41
23803801	LMD No. 38 (Aldes Del Mar)	District-wide tree trimming	\$11,084.00	\$33,252.00			\$33,252.00		
		Irrigation repair and replacement	\$315.83	\$613.26		\$631.66		\$650.60	\$82,370.77
		Landscape replantings	\$978.14		\$1,956.28		\$2,014.97		
		Amenities repair / replacement (sidewalks, lights)	\$1,666.67	\$5,000.00			\$5,000.00		
		Project Subtotal		\$38,865.26	\$1,956.28	\$631.66	\$40,266.97	\$650.60	\$82,370.77
		Annual Installment Totals		\$978.14	\$14,044.63	\$14,073.98	\$14,083.45	\$14,083.45	\$56,285.52
23903801	LMD No. 39 (Promesa & Sueno)	District-wide tree trimming	\$7,315.04	\$13,976.88			\$21,945.12		
		Irrigation repair and replacement	\$643.28	\$1,249.09		\$1,286.56		\$1,325.16	\$76,531.41
		Landscape replantings	\$1,638.80		\$3,277.60		\$3,375.92		
		Amenities repair / replacement (sidewalks, mailboxes, lights)	\$3,829.54	\$7,436.00		\$7,659.08		\$15,000.00	
		Project Subtotal		\$22,661.97	\$3,277.60	\$8,945.64	\$25,321.05	\$16,325.16	\$76,531.41
		Annual Installment Totals		\$1,638.80	\$13,426.66	\$13,475.82	\$17,165.58	\$17,165.58	\$61,233.65

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23913801	LMD No. 39 (DR Horton)	District-wide tree trimming	\$2,522.29	\$7,566.88			\$7,566.88		\$23,964.11
		Irrigation repair and replacement	\$221.81	\$430.70		\$443.62		\$456.93	
		Landscape replantings	\$582.02	\$1,130.15		\$1,164.05			
		Amenities repair / replacement (sidewalks, mailboxes, lights)	\$880.31	\$2,564.00			\$2,640.92		
Project Subtotal			\$11,691.72	\$0.00		\$1,607.67	\$10,207.80	\$456.93	\$23,964.11
Annual Installment Totals			\$0.00	\$4,206.43		\$4,206.43	\$3,624.41	\$2,744.10	\$14,781.37
24003801	LMD No. 40 (Cantada)	District-wide tree trimming	\$4,102.67	\$12,308.00			\$12,308.00		\$136,048.50
		Irrigation repair and replacement	\$460.22	\$893.63		\$920.44		\$948.05	
		Landscape replantings	\$2,135.56		\$4,271.12		\$4,399.25		
		Amenities repair / replacement (sidewalks, fencing, lights)	\$17,500.00	\$50,000.00		\$35,000.00		\$15,000.00	
Project Subtotal			\$63,201.63	\$4,271.12		\$35,920.44	\$16,707.25	\$15,948.05	\$136,048.50
Annual Installment Totals			\$2,135.56	\$24,198.45		\$24,262.51	\$14,276.32	\$14,276.32	\$77,013.60
24103801	LMD No. 41 (Pacific Cove)	District-wide tree trimming	\$3,944.00	\$11,832.00			\$11,832.00		\$54,941.98
		Irrigation repair and replacement	\$654.44	\$1,270.77		\$1,308.89		\$1,348.16	
		Landscape replantings	\$2,426.15		\$4,852.30		\$4,997.87		
		Amenities repair / replacement (sidewalks, fencing, monument signs)	\$2,500.00	\$10,000.00			\$7,500.00		
Project Subtotal			\$23,102.77	\$4,852.30		\$1,308.89	\$24,329.87	\$1,348.16	\$54,941.98
Annual Installment Totals			\$2,426.15	\$9,524.59		\$9,597.38	\$9,617.01	\$7,117.01	\$35,856.00
24203801	LMD No. 42 (Cantabria & Coronado)	District-wide tree trimming	\$10,993.33	\$32,980.00			\$32,980.00		\$280,738.19
		Irrigation repair and replacement	\$3,330.50	\$6,855.34		\$7,061.00		\$7,272.83	
		Landscape replantings	\$24,283.01		\$48,566.02		\$50,023.00		
		Amenities repair / replacement (sidewalks, fencing, lights)	\$7,500.00	\$70,000.00		\$15,000.00		\$10,000.00	
Project Subtotal			\$109,835.34	\$48,566.02		\$22,061.00	\$83,003.00	\$17,272.83	\$280,738.19
Annual Installment Totals			\$24,283.01	\$46,306.84		\$47,035.33	\$49,641.25	\$49,641.25	\$192,624.67
24303801	LMD No. 43 (Greenbelt)	District-wide tree trimming	\$5,326.67	\$15,980.00			\$15,980.00		\$190,806.13
		Irrigation repair and replacement	\$3,792.35	\$7,363.78		\$7,584.69		\$7,812.23	
		Landscape replantings	\$15,045.67		\$30,091.34		\$30,994.08		
		Amenities repair / replacement (sidewalks, fencing, lights, trash cans)	\$7,500.00	\$50,000.00		\$15,000.00		\$10,000.00	
Project Subtotal			\$73,343.78	\$30,091.34		\$22,584.69	\$46,974.08	\$17,812.23	\$190,806.13
Annual Installment Totals			\$15,045.67	\$31,664.68		\$32,116.05	\$34,729.82	\$34,729.82	\$133,240.38

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24603801	LMD No. 46 (Daily Ranch)	District-wide tree trimming	\$9,905.33	\$29,716.00			\$29,716.00		
		Irrigation repair and replacement	\$762.01	\$1,479.64		\$1,524.02		\$1,569.74	\$160,277.58
		Landscape replantings	\$5,239.45		\$10,478.91		\$10,793.27		
		Amenities repair / replacement (sidewalks, fencing, lights, mailboxes)	\$12,500.00	\$40,000.00		\$25,000.00		\$10,000.00	
			Project Subtotal	\$71,195.64	\$10,478.91	\$26,524.02	\$40,509.27	\$11,569.74	\$160,277.58
Annual Installment Totals			\$5,239.45	\$28,406.80	\$28,563.98	\$26,086.84	\$26,086.84	\$109,144.46	
24703801	LMD No. 47 (Sycamore Place)	District-wide tree trimming	\$6,800.00	\$20,400.00			\$20,400.00		
		Irrigation repair and replacement	\$535.68	\$1,040.17		\$1,071.37		\$1,103.51	\$122,048.65
		Landscape replantings	\$3,210.25		\$6,420.50		\$6,613.11		
		Amenities repair / replacement (sidewalks, fencing, monument signs)	\$7,500.00	\$40,000.00		\$15,000.00		\$10,000.00	
			Project Subtotal	\$61,440.17	\$6,420.50	\$16,071.37	\$27,013.11	\$11,103.51	\$122,048.65
Annual Installment Totals			\$3,210.25	\$18,045.93	\$18,142.24	\$20,658.31	\$20,658.31	\$77,504.79	
24903801	LMD No. 49 (Cameron Ranch)	District-wide tree trimming	\$2,142.00		\$4,284.00		\$4,284.00		
		Irrigation repair and replacement	\$2,046.85		\$4,093.70		\$4,216.51		\$50,116.04
		Landscape replantings	\$2,173.70			\$6,521.10		\$6,716.73	
		Amenities repair / replacement (sidewalks, fencing, lights)	\$7,500.00		\$15,000.00		\$5,000.00		
			Project Subtotal	\$0.00	\$23,377.70	\$6,521.10	\$13,500.51	\$6,716.73	\$50,116.04
Annual Installment Totals			\$13,862.55	\$13,862.55	\$8,923.96	\$8,989.17	\$7,608.62	\$39,384.29	
25003801	LMD No. 50 (Pleasant Valley Senior Housing)	District-wide tree trimming	\$702.67	\$2,108.00			\$2,108.00		
		Irrigation repair and replacement	\$1,999.48	\$3,882.48		\$3,998.95		\$4,118.92	\$22,971.06
		Landscape replantings	\$1,663.72		\$3,327.44		\$3,427.26		
		Sidewalk repair / replace	\$0.00	\$20,000.00					
			Project Subtotal	\$25,990.48	\$3,327.44	\$3,998.95	\$5,535.26	\$4,118.92	\$22,971.06
Annual Installment Totals			\$1,663.72	\$4,365.86	\$4,415.78	\$4,475.76	\$4,475.76	\$17,733.16	
25103801	LMD No. 51 (Pfeiler)	District-wide tree trimming	\$9,905.33	\$29,716.00			\$29,716.00		
		Irrigation repair and replacement	\$619.61	\$1,203.14		\$1,239.23		\$1,276.41	\$247,739.06
		Landscape replantings	\$4,824.70		\$9,649.41		\$9,938.89		
		Amenities repair / replacement (sidewalks, fencing, monument signs)	\$30,000.00	\$90,000.00		\$60,000.00		\$15,000.00	
			Project Subtotal	\$120,919.14	\$9,649.41	\$61,239.23	\$39,654.89	\$16,276.41	\$247,739.06
Annual Installment Totals			\$4,824.70	\$45,349.65	\$45,494.39	\$30,512.98	\$30,512.98	\$151,870.00	

Account Code	District	Project Name	Annual Installments	FY 23/24 Project Total	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	5-Year Estimated Total Expense
25033801	LMD No. 52 (Wingfield)	District-wide tree trimming	\$6,142.67	\$18,428.00			\$18,428.00		
		Irrigation repair and replacement	\$1,904.31	\$3,697.68		\$3,808.61		\$3,922.87	\$220,390.43
		Landscape replantings	\$7,544.08	\$21,973.04			\$22,632.23		
		Amenities repair / replacement (sidewalks, fencing, mailboxes, lights)	\$15,000.00	\$90,000.00		\$30,000.00		\$7,500.00	
		Project Subtotal		\$134,098.72	\$0.00	\$33,808.61	\$41,060.23	\$11,422.87	\$220,390.43
		Annual Installment Totals		\$0.00	\$30,591.05		\$19,398.18	\$99,978.45	
25033801	LMD No. 53 (Huff Court)	District-wide tree trimming	\$816.00	\$2,448.00			\$2,448.00		
		Irrigation repair and replacement	\$386.98	\$751.42		\$773.96		\$797.18	\$16,079.16
		Landscape replantings	\$670.25		\$670.25		\$690.36		
		Amenities repair / replacement (sidewalks, fencing, mailboxes, lights)	\$2,500.00				\$7,500.00		
		Project Subtotal		\$3,199.42	\$670.25	\$773.96	\$10,638.36	\$797.18	\$16,079.16
		Annual Installment Totals		\$0.00	\$4,373.23	\$4,393.33	\$4,404.94	\$15,076.45	
25403801	LMD No. 54 (Meadowcrest Villas)	District-wide tree trimming	\$521.33	\$1,564.00			\$1,564.00		
		Irrigation repair and replacement	\$1,909.26	\$3,707.30		\$3,818.52		\$3,933.07	\$73,975.55
		Landscape replantings	\$1,080.95		\$2,161.90		\$2,226.76		
		Amenities repair / replacement (sidewalks, fencing)	\$5,000.00	\$40,000.00			\$15,000.00		
		Project Subtotal		\$45,271.30	\$2,161.90	\$3,818.52	\$18,790.76	\$3,933.07	\$73,975.55
		Annual Installment Totals		\$1,080.95	\$8,511.54	\$8,543.97	\$8,601.25	\$3,601.25	\$29,258.01
25503801	LMD No. 55 (Wingfield West)	District-wide tree trimming	\$4,510.67	\$13,532.00			\$13,532.00		
		Irrigation repair and replacement	\$2,179.33	\$4,231.70		\$4,358.65		\$4,489.41	\$106,308.41
		Landscape replantings	\$8,907.55		\$17,815.10		\$18,349.55		
		Amenities repair / replacement (sidewalks, fencing, mailboxes)	\$10,000.00		\$20,000.00		\$10,000.00		
		Project Subtotal		\$17,763.70	\$37,815.10	\$4,358.65	\$41,881.55	\$4,489.41	\$106,308.41
		Annual Installment Totals		\$18,907.55	\$25,597.54	\$20,864.77	\$20,930.15	\$15,930.15	\$83,322.61
25803801	LMD No. 58 (Westwind)	District-wide tree trimming	\$1,564.00	\$4,692.00			\$4,692.00		
		Irrigation repair and replacement	\$2,180.09	\$4,233.18		\$4,360.18		\$4,490.98	\$105,401.39
		Landscape replantings	\$3,821.06	\$7,419.54		\$7,642.13		\$7,871.39	
		Amenities repair / replacement (sidewalks, lights, fencing)	\$6,666.67	\$40,000.00			\$20,000.00		
		Project Subtotal		\$56,344.72	\$0.00	\$12,002.30	\$24,692.00	\$12,362.37	\$105,401.39
		Annual Installment Totals		\$0.00	\$14,231.82	\$14,231.82	\$14,411.85	\$7,745.19	\$50,620.67

Resolution No.
Resolution Initiate Proceedings LMDs FY2023-24
Page 14

Account Code	District	Project Name	Annual Installments	FY 23/24 Project Total	FY 24/25 Project Total	FY 25/26 Project Total	FY 26/27 Project Total	FY 27/28 Project Total	5-Year Estimated Total Expense
26003801	LMD No. 60 (Artisan)	District-wide tree trimming	\$952.00	\$2,856.00			\$2,856.00		
		Irrigation repair and replacement	\$684.50	\$1,329.13		\$1,369.00		\$1,410.07	\$42,880.18
		Landscap replantings	\$753.69		\$1,507.38		\$1,552.60		
		Amenities repair / replacement (sidewalks, lights, fencing, trash cont	\$6,666.67	\$10,000.00			\$20,000.00		
		Project Subtotal		\$14,185.13	\$1,507.38	\$1,369.00	\$24,408.60	\$1,410.07	\$42,880.18
		Annual Installment Totals		\$753.69	\$9,056.86	\$9,079.47	\$9,100.00	\$2,433.34	\$29,669.66
		Project Grand Totals		\$1,281,185.09	\$361,676.88	\$369,226.74	\$1,022,136.91	\$268,737.07	\$3,282,962.69
		Annual Installment Grand Totals		\$177,875.02	\$557,384.35	\$564,766.65	\$537,214.59	\$463,426.31	\$2,300,666.91

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, APPROVING A CONSOLIDATED ENGINEER'S REPORT REGARDING ASSESSMENTS AGAINST REAL PROPERTY FOR FISCAL YEAR 2023-24 IN CONNECTION WITH THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established a number of Landscape Maintenance Districts (collectively the "Assessment Districts") pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, a complete list of the Assessment Districts is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth; and

WHEREAS, in connection with each of the Assessment Districts, the City levies an annual assessment against real property to fund public improvements that specially benefit the parcels located in that Assessment District; and

WHEREAS, the City has engaged NBS (the "Assessment Engineer") to provide assessment engineering services in connection with the Assessment Districts; and

WHEREAS, by prior resolution the City Council ordered the Assessment Engineer to prepare and file reports pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2023-24 levy of assessments for each of the Assessment Districts; and

WHEREAS, the Assessment Engineer has prepared and filed a consolidated report entitled "City of Oxnard Fiscal Year 2023-24 Consolidated Engineer's Report for Landscape Maintenance Districts," (the "Report") which is on file in the Office of the City Clerk, available for public inspection, and the Report is incorporated herein by this reference; and

WHEREAS, the City Council now desires to approve the Report

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

1. Recitals. The above recitals are all true and correct and incorporated herein by this reference.
2. Approval of Report. The City Council hereby approves the Report as filed.
3. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of

this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

6. Effective Date. This Resolution shall be effective immediately upon adoption.

7. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICTS

District Name	Formation	
	Date	Resolution No.
Landscape Maintenance District No. 3 (River Ridge)	March 18, 1986	8983
Landscape Maintenance District No. 10 (Country Club Estates)	December 13, 1988	9587
Landscape Maintenance District No. 11 (St. Tropez)	January 3, 1989	9603
Landscape Maintenance District No. 12 (Standard Pacific)	March 28, 1989	9665
Landscape Maintenance District No. 13 (Le Village)	March 20, 1990	9894
Landscape Maintenance District No. 14 (California Cove)	June 5, 1990	9972
Landscape Maintenance District No. 16 (California Lighthouse)	July 9, 1991	10206
Landscape Maintenance District No. 23 (Greystone)	June 18, 1996	11071
Landscape Maintenance District No. 24 (Vineyards)	June 18, 1996	11072
Landscape Maintenance District No. 25 (The Pointe)	June 18, 1996	11073
Landscape Maintenance District No. 27 (Rose Island)	June 24, 1997	11259
Landscape Maintenance District No. 28 (Harborside)	June 24, 1997	11260
Landscape Maintenance District No. 30 (Haas Automation)	June 24, 1997	11261
Landscape Maintenance District No. 31 (Rancho De La Rosa)	June 23, 1998	11415
Landscape Maintenance District No. 32 (Oak Park)	February 23, 1999	11505
Landscape Maintenance District No. 33 (El Paseo)	October 19, 1999	11653
Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)	October 19, 1999	11654
Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)	January 25, 2000	11684
Landscape Maintenance District No. 37 (Pacific Breeze)	January 25, 2000	11685
Landscape Maintenance District No. 38 (Aldea Del Mar)	November 28, 2000	11863
Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds)	March 6, 2001	11905
Landscape Maintenance District No. 40 (Cantada)	January 8, 2002	12078
Landscape Maintenance District No. 41 (Pacific Cove)	January 8, 2002	12079
Landscape Maintenance District No. 42 (Cantabria & Coronado)	May 14, 2002	12144
Landscape Maintenance District No. 43 (Greenbelt)	January 7, 2003	12295
Landscape Maintenance District No. 46 (Daily Ranch)	June 24, 2003	12440
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing)	June 10, 2003	12404

District Name	Formation	
	Date	Resolution No.
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

Resolution No.
Resolution Approving ER – LMDs FY23-24
Page 5

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ASSESSMENTS AGAINST REAL PROPERTY FOR FISCAL YEAR 2023-24 IN CONNECTION WITH THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has, by prior resolutions, established a number of Landscape Maintenance Districts (collectively the "Assessment Districts" and each an "Assessment District") pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, a complete list of the Assessment Districts is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, in connection with each of the Assessment Districts, the City levies an annual assessment against real property to fund landscape maintenance that specially benefits the parcels located in that Assessment District; and

WHEREAS, the City has engaged NBS (the "Assessment Engineer") to provide assessment engineering services in connection with the Assessment Districts; and

WHEREAS, by prior resolution the City Council ordered the Engineer to prepare and file reports pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2023-24 levy of assessments in connection with each of the Assessment Districts; and

WHEREAS, by prior resolution the City Council approved as filed a consolidated report of the Assessment Engineer entitled "City of Oxnard Fiscal Year 2023-24 Consolidated Engineer's Report for Landscape Maintenance Districts" (the "Report"), which is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by reference; and

WHEREAS, the City Council desires to declare its intention to levy the assessments for FY 2023-24 as described in the Report.

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

1. Recitals. The above recitals are all true and correct.
2. Declaration of Intent. The City Council hereby declares its intention to levy and collect assessments for FY 2023-24 within each Assessment District.
3. Name and Location of Assessment Districts. The name of each Assessment District is set forth in Exhibit A. The locations of each Assessment District are generally described in the name of the Assessment District and more specifically described in the Report.

4. Description of Improvements. Each Assessment District will fund landscape improvements. No substantial change to the improvements is proposed to be made for FY 2023-24.
6. Reference to Report. Reference is made to the Report for a full and detailed description of (i) the landscape improvements; (ii) the boundaries of the Assessment Districts; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment Districts. The Report describes, among other things, each affected parcel of real property and the amount of the assessment for each such affected parcel for FY 2023-24.
7. Inflation Adjustment. As set forth in more detail in the Report, the assessments in connection with most of the Assessment Districts will be higher than in FY 2022-23. In no case will the rates for a Assessment District be higher than the maximum assessment rate previously approved for the Assessment District, as adjusted by a previously approved CPI adjustment.
8. Public Hearing. On June 20, 2023 at 6:00 p.m. or as soon thereafter as practical, in the City Council Chambers, at 305 West Third Street, Oxnard, California, the City Council will hold a full and fair public hearing on the question of the levy of the proposed assessments for FY 2023-24 (the “Hearing”). At the Hearing, the City Council will also hear and consider any objections or protests to the Report.
9. Notice. Notice of the Hearing shall be given in the manner set forth in Section 22626(a) of the Act.
10. Protest. Pursuant to Section 22628 of the Act, any interested person may, prior to the conclusion of the Hearing, file a written protest with the City Clerk of the City of Oxnard or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the property owner.
11. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
12. Effective Date. This Resolution shall be effective immediately upon adoption.
13. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

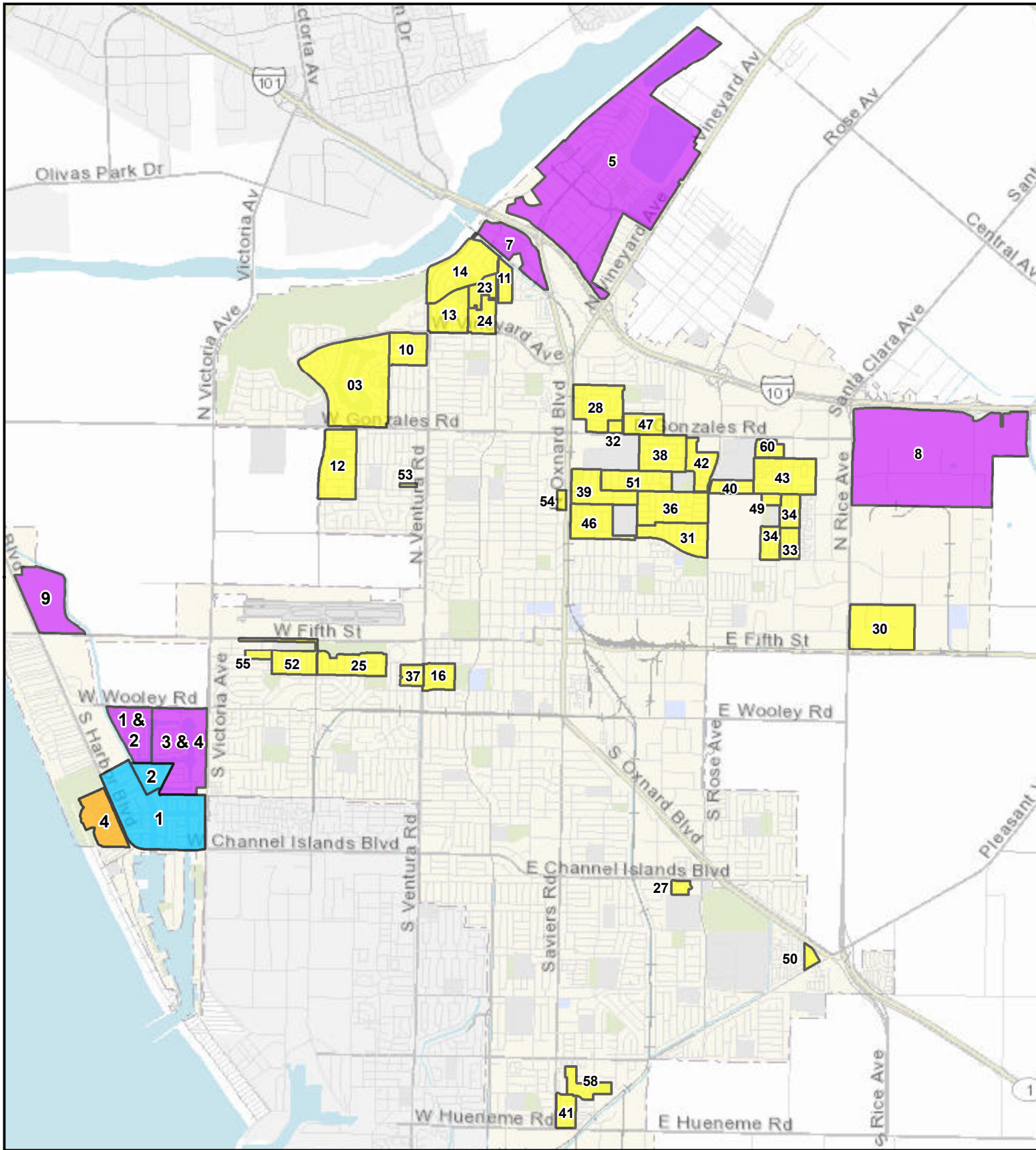
EXHIBIT A

CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICTS

District Name	Formation	
	Date	Resolution No.
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District Name	Formation	
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Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Fiscal Year 2023-24 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report and Declaration of Intention to Levy Assessments.

Finance & Governance Committee
May 23, 2023

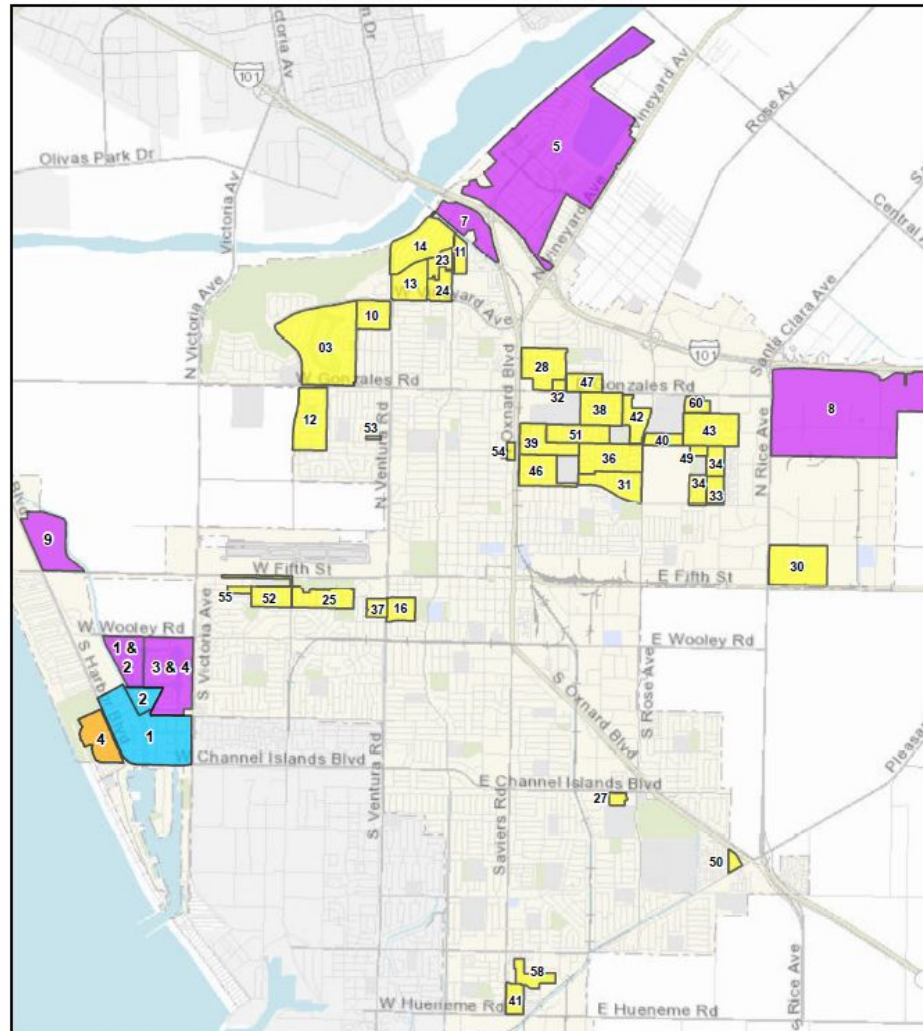
City Council
June 6, 2023

Eric L. Storrie
Special Districts Manager

That the Finance and Governance Committee recommend that the City Council acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt “A Resolution of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for fiscal year 2023-24 in connection with the city’s landscape maintenance districts”; and
2. Adopt “A Resolution of the City Council of the City of Oxnard, California, approving a consolidated engineer’s report regarding assessments against real property for fiscal year 2023-24 in connection with the city’s landscape maintenance districts”; and
3. Adopt “A Resolution of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for fiscal year 2023-24 in connection with the city’s landscape maintenance districts.”

CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|--|---|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

More information can be found at:

oxnard.org/city-department/finance/special-assessment-districts/

- The Special Districts Division of the Public Works Department manages 48 Assessment Districts which includes 36 LMDs.
- The City has allowed property owners (i.e. developers) to use special financing districts (e.g. LMDs) to fund the annual cost of maintaining certain public improvements that benefit the properties within the district.
- Typically, the developer installed the public improvements at the time of development and benefiting property owners pay for the cost of maintaining the improvements (i.e., special benefit) through a special assessment included on the property's annual property tax bill.

- Revenue received from the assessment funds the cost to provide the Special Benefit, as outlined in the Consolidated Engineer's Report
- Assessments are levied annually and collected on the property tax roll. Each year, the City Council must conduct proceedings to levy the assessments.
- Revenue received from the assessments partially funds the ongoing maintenance of public improvements provided by each district and, in some cases, is collected for future work that is conducted on a less than annual basis.

- If the Committee approves the recommendation in this report a Public Hearing will be set for June 20, 2023, during which the City Council will consider three resolutions.
- If adopted by Council, the Resolutions will:
 - 1) initiate proceedings to levy the annual assessments;
 - 2) approve the Consolidated Engineer's Report for the districts; and
 - 3) declare the intent to levy assessments on the FY 2023-24 property tax roll.
- This is a process that is required each year.

- The Landscaping and Lighting Assessment Act of 1972 requires the City Council to annually Initiate Proceedings by Resolution, approve the Consolidated Engineers Report through a Resolution, and state the Council's Intent to Levy the annual assessment through a Resolution
- In compliance with the Act, an annual review and evaluation of each district's revenues and expenditures, contained in the Consolidated Engineer's Report, is conducted.
- This Report consolidates the City's 36 LMDs into a single report, but evaluates each district individually.

- The Report includes a description of the improvements, the projected annual maintenance costs, and funding to be collected for projects done on a less than annual basis, if any, the method of assessment apportionment for each lot or parcel within each district's boundaries, and a diagram showing the parcels within that district.
- The Report also provides an analysis of each district's annual financial status.
- It separates and apportions the cost of General Benefit, other costs funded by a non-assessment fund, and the cost of Special Benefit to the benefiting properties is funded by the applied assessment rate.

- The actual services provided to each district varies from district to district and are based upon the property owner approved services and funding.
- The applied assessment rate is the amount needed to fund the services of each district and is the amount actually levied on the property tax roll.
- It cannot exceed the maximum assessment rate that was originally approved for each district.
- After completing an individual analysis of each district's current level of service, anticipated expenditures, fund balance, assigned reserve levels, and future work, it is recommended to set the applied rates as set forth in the Report.

- Parcel specific detail of the proposed maximum and applied assessment is included in the Report as attached and is also available from the City Clerk's office and accessible from the City's website (www.oxnard.org).
- Costs considered to be of General Benefit, as defined in the Report, are not allowed to be assessed to the properties and therefore are apportioned as a non-assessment fund expense.
- The General Fund is proposed to cover additional costs, which are outlined in the Fiscal Impact section of this Report.
- The FY 2023-24 Proposed Operating Budget includes funds necessary to cover these costs.

- Funds received for the benefit of each district are restricted and can only be used within the district and for the purposes for which they were collected.
- Some of the District's applied assessment rates are proposed to increase from last year. This is to account for services such as district-wide tree trimming, sidewalk grinding, removal and replacement of displaced sidewalks, irrigation repair, electrical systems repair, and lighting repair and replacement.
- The assessment is levied at a rate that is no higher than the maximum assessment.
- The deadline for delivering the Assessment information to Ventura County is July 5, 2023.

- For FY 2023-24, the preliminary total projected expenditures for the LMDs is \$3,865,311.60.
- This will be funded through
 - \$683,725.51 in 2023-24 real property assessments;
 - \$2,803,375.95 in existing funds in the LMD accounts;
 - \$17,151 from interest income;
 - a general benefit contribution of \$297,089.06 from the General Fund; and
 - a subsidy from the General Fund of \$63,970.08 for utility overages.



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: May 23, 2023

TO: Finance & Governance Committee

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

SUBJECT: Fiscal Year 2023-24 Special Tax Levy for Community Facility Districts Numbers 1, 2, 3, 4, 5 and 2000-3. (15 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5 and 2000-3:

1. Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2023-24; and
2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2023-24; and
3. Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24; and
4. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24; and
5. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2023-24; and
6. Adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2023-24; and
7. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

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

BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 48 special financing districts which includes 6 Community Facilities Districts (CFDs), commonly known as Mello-Roos Districts. These are used to finance local public facilities and provide funding for public services. A CFD can fund public improvements with a useful life of at least five years, such as public infrastructure, park, recreation, and open space facilities, school facilities, libraries, and child care facilities. CFDs can also fund ongoing services such as police and fire protection, parks, parkways, open space maintenance, and flood and storm protection.

The City of Oxnard has both bonded and non-bonded CFDs.

DISCUSSION

CFD No. 1 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,823 establishing CFD No. 1. On October 24, 2000, City Council adopted Ordinance No. 2541 which was amended by Ordinance No. 2591 adopted on February 5, 2002, to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses with respect to the bonds of CFD No. 1. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying a special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method for CFD No. 1. The estimated FY 2023-24 maximum special tax for CFD No. 1 is \$975,295.08 and staff anticipate a special tax of \$697,414.

The reserve fund will be credited to property owners in the final year of the bonds, to the extent available. The remaining balance of the bonds after the September 1, 2023 debt service payment is \$5,730,000 with the final payment due on September 1, 2033.

CFD No. 2 Special Tax

On October 3, 2000, City Council adopted Resolution No. 11,825 establishing CFD No. 2. On October 24, 2000, City Council adopted Ordinance No. 2542, which was amended by Ordinance No. 2592 adopted on February 5, 2002, to levy a special tax sufficient to pay costs of the services and incidental expenses relating to the maintenance of CFD No. 2. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying a special tax rate for that fiscal year. Resolution No. 12,082 established a Revised Rate and Method (RMA) for CFD No. 2.

Special Districts staff and representatives from CFD No. 2 met in February and March 2023 and discussed various services, improvements, and costs that were requested by the property owners. These items included on-call services such as fence repair, irrigation repair, electrical repair, storm drain filters, water quality remediation, tree trimming, replanting landscapes, installing mulch, and an updated on-site reserve study. The community also discussed options for the special tax levy credit and they are requesting a \$400,000 levy credit for FY 23-24.

While the estimated FY 2023-24 maximum special tax for CFD No. 2 is \$856,381.60 (which includes an allowable 2% CPI adjustment per the RMA), the applied amount to be levied is to be \$559,848. This represents 65.37% of the maximum special tax for FY 2023-24.

CFD No. 3 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,737 (the “Resolution of Formation”) establishing CFD No. 3 and Ordinance No. 2676 to levy a special tax sufficient to pay principal, interest, and other periodic costs and administrative expenses with respect to the bonds of CFD No. 3. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying a special tax rate for that fiscal year. The estimated FY 2023-24 maximum special tax for CFD No. 3 is \$3,104,488.50 and staff anticipate a special tax of \$1,783,572.

There is no formal reserve fund for CFD No. 3 as the bonds were refinanced as a private placement in 2013, with no requirement to fund a reserve. The fund balance consists only of funds necessary to pay principal, interest, and administrative costs. The remaining balance of the bonds after the September 1, 2023 debt service payment is \$18,820,000 with the final payment due on September 1, 2035.

CFD No. 4 Special Tax

On December 14, 2004, City Council adopted Resolution No. 12,739 (the “Resolution of Formation”) establishing CFD No. 4 and Ordinance No. 2677 to levy a special tax sufficient to pay certain costs of Services and Incidental Expenses relating to the maintenance of CFD No. 4. In each fiscal year thereafter, the Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year.

Special Districts staff and representatives from CFD No. 4 met in March and April 2023 and discussed various services, improvements, and costs that were requested by the property owners. These items included enhanced services from the Oxnard Police Department, on-call services such as fence repair, irrigation repair, electrical repair, storm drain filters, water quality remediation, tree trimming, replanting landscapes, installing mulch, and an updated on-site reserve study. The community also discussed options for the special tax levy credit and is requesting a \$200,000 levy credit for FY 2023-24.

While the estimated FY 2023-24 maximum special tax for CFD No. 4 is \$1,371,648.22 (which includes an allowable 2% CPI adjustment per the RMA), the applied special tax is recommended to be \$1,172,111. This represents 85.45% of the maximum special tax for FY 2023-24.

CFD No. 5 Special Tax

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

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

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

Although these are authorized services for CFD No. 5, not all services are included based on the discussions with the community at the annual budget meetings.

The Resolution of Formation authorizes annual adjustments to the maximum special tax rates based upon the Consumer Price Index (CPI) with a floor of 2% and a cap of 5% annually.

With the exception of the Undeveloped Property land use classification, there is an increase in the tax rate of 2% for FY 2023-24, which is consistent with prior years’ increases pursuant to the requirements contained in the rate and method of apportionment (“RMA”) for CFD No. 5. Pursuant to the special tax formula in the RMA, developed property is first levied up to 100% of their maximum special tax to meet the annual special tax requirement. If additional funds are needed, then the undeveloped property is levied up to 100% of its

maximum special tax to meet the remainder of the annual special tax requirement.

Special Districts staff and representatives from CFD No. 5 met in February, March, and April 2023 and discussed various services, improvements, and estimated expenses requested by the community. These items included on-call services such as fence repair, irrigation repair, electrical repair, storm drain filters, water quality remediation, tree trimming, replanting landscapes, installing mulch, and an updated on-site reserve study. The community also discussed options for the special tax levy credit and is requesting a \$721,765 levy credit for FY 2023-24.

While the estimated FY 2023-24 maximum special tax for CFD No. 5 is \$6,433,426.97 (which includes an allowable 4.93% CPI adjustment per the RMA), the applied special tax is recommended to be \$3,265,723. This represents 50.76% of the maximum special tax for FY 2023-24.

CFD No. 2000-3 Special Tax

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

The attached resolution sets the special tax rate for FY 2023-24 for CFD No. 2000-3. The special tax is used to pay for debt service on the CFD No. 2000-3 bonds and to pay for expenses related to the administration of the district. The estimated FY 2023-24 maximum special tax for CFD No. 2000-3 is \$921,278.27 and staff anticipate a special tax of \$569,997.

The reserve fund will be credited to property owners in the final year of the bonds, to the extent available. The remaining balance of the bonds after the September 1, 2023 debt service payment is \$4,365,000 with the final payment due on September 1, 2032.

Billing of Direct Assessments

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The special tax total and amounts for FY 2023-24 are based on the preliminary property data available by the County of Ventura at the time of writing this report. Should parcel changes occur on the Ventura County Assessor's Secured January 2023 Lien Date Roll, upon release, the special tax amounts will be modified to include the Assessor's changes.

CFD 1 and 2:

There will be no cost to the City's General Fund from the approval of the resolutions levying the special taxes for CFD No. 1 and CFD No. 2 for FY 2023-24. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located within CFD No. 1 and CFD No. 2.

CFD 3 and 4:

There will be no cost to the City's General Fund from the approval of the resolutions levying the special taxes for CFD No. 3 and CFD No. 4 for FY 2023-24. Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located within CFD No. 3 and CFD No. 4.

CFD 5:

There will be no cost to the City's General Fund from the approval of the resolution levying the special taxes for CFD No. 5 for FY 2023-24. All maintenance, service, and administrative costs are included in the amount to be collected by the special taxes, which are levied on properties located within CFD No. 5.

CFD 2000-3:

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

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Resolution Authorizing Levy of Special Tax CFD 1 FY 23-24
2. Resolution Authorizing Levy of Special Tax CFD 2 FY 23-24
3. Resolution Authorizing Levy of Special Tax CFD 3 FY 23-24
4. Resolution Authorizing Levy of Special Tax CFD 4 FY 23-24
5. Resolution Authorizing Levy of Special Tax CFD 5 FY 23-24
6. Agreement for Billing of Direct Assessments
7. Resolution Authorizing Levy of Special Tax 2000-3 FY 23-24
8. City of Oxnard Special Districts Map
9. City of Oxnard Special Districts List
10. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 1 (WESTPORT AT MANDALAY BAY) FOR THE FISCAL YEAR 2023-24

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

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

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2023-24 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

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

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2023-24 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 1 entitled “City of Oxnard Community Facilities District No. 1 (Westport at Mandalay Bay) Fiscal Year 2023-24 Levy” (the “Report”), attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum

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

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

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

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2023-24, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John 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.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 2 (WESTPORT AT MANDALAY BAY) FOR THE FISCAL YEAR 2023-24

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

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

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for the Fiscal Year 2023-24 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

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

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2 which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2023-24 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 2 entitled “City of Oxnard Community Facilities District No. 2 (Westport at Mandalay Bay) Fiscal Year 2023-24 Levy” (the “Report”), attached

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

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

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

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2023-24, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John 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.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 3 (SEABRIDGE AT MANDALAY BAY) FOR THE FISCAL YEAR 2023-24

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

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

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2023-24 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

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

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2023-24 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 3 entitled “City of Oxnard Community Facilities District

No. 3 (Seabridge at Mandalay Bay) Fiscal Year 2023-24 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

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

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

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

SECTION 7. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2023-24, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John 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.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 4 (SEABRIDGE AT MANDALAY BAY) FOR THE FISCAL YEAR 2023-24

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

WHEREAS, the City Council of the City, acting as the legislative body of CFD No. 4, is authorized pursuant to Resolution No. 12,739 (the “Resolution of Formation”) and Ordinance No. 2677 adopted by the City Council on December 14, 2004, (the “Ordinance”), as amended by Resolution No. 15,104 adopted on April 3, 2018 (the “Resolution Reducing the Maximum Special Tax” to levy a special tax sufficient to pay certain costs of the Services and Incidental Expenses (as defined in the Resolution of Formation); and

WHEREAS, it is now necessary and appropriate that this City Council provide for the levy and collection of the special taxes for the Fiscal Year 2023-24 for the purpose specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Resolution Reducing the Maximum Special Tax;

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2023-24 at the special tax rates set forth in the report prepared by NBS Government Finance Group for CFD No. 4 entitled “City of Oxnard Community Facilities District

Resolution No.

Resolution Authorizing Levy of Special Tax CFD-4 FY23-24

Page 2

No. 4 (Seabridge at Mandalay Bay) Fiscal Year 2023-24 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

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

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

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and the Report to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2023-24, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John 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.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) OF THE CITY OF OXNARD AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 5 (RIVERPARK) FOR THE FISCAL YEAR 2023-24

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

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

WHEREAS, it is now necessary and appropriate that this City Council, acting as the legislative body of CFD No. 5, levy and collect the special taxes for Fiscal Year 2023-24 for the purposes specified in the Resolution of Formation and the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

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

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

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

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

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

SECTION 3. In accordance with the Act, the Ordinance, and the Rate and Method, there is hereby levied upon the parcels within CFD No. 5 that are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2023-24 at the special tax rates set forth in the exhibit entitled “City of Oxnard Community Facilities District No. 5 (Riverpark) Fiscal Year

2023-24 Levy”, attached hereto as Exhibit A and made a part hereof by this reference, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance and the Rate and Method. After adoption of this Resolution, the Chief Financial Officer of the City, or his or her designee, may make any necessary modifications to these special taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

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

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

SECTION 6. The Chief Financial Officer is hereby authorized and directed to transmit a certified copy of this Resolution and Exhibit A to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for the Fiscal Year 2023-24, and to perform all other acts that are required by the Act, the Ordinance, the Rate and Method, or by law in order to accomplish the purpose of this Resolution.

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

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

(Note: Must be submitted on a agency letterhead.)
Set Printer Dialog settings for Comments and Forms to
DOCUMENT, so this note does not print on your letterhead.

AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

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

I. PROPERTY TAX SERVICES

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

II. FEES FOR SERVICES

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

- A. A Direct Assessment Line Fee for the original submission will be charged an amount per assessment per parcel that is set by the County via resolution by the Board of Supervisors at its annual Countywide Rates and Fees public hearing.
- B. For correction or removal of direct assessments requested by the **Agency** after extension of the tax roll, the Ventura County Auditor-Controller will collect \$23.00 per correction or removal. All corrections and removals must be submitted by the third Friday in February.
- C. An Administration and collection fee shall be charged in an amount not to exceed one-fourth of 1 percent of amounts collected.
- D. Collection fees and charges herein provided are subject to adjustment by the County via resolution of the Board of Supervisors at its annual Countywide Rates and Fees public hearing. The Ventura County Auditor-Controller reserves the right to increase or

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

III. COLLECTION OF AUDITOR-CONTROLLER FEES

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

IV. REQUESTS FOR INFORMATION AND ACCOUNTING SERVICES

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

v. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

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

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

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

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

VI. TERMS OF AGREEMENT

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

VII. AUTHORITY

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

Authorized Signature: _____ Date: _____

Authorized Name: _____
(PRINT)

Title: _____
(PRINT TITLE)

For Auditor-Controller Use Only

Approved Signature: _____ Date: _____
SECTION MANAGER

Approved Name: _____
(PRINT)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2000-3 (OXNARD BOULEVARD/HIGHWAY 101 INTERCHANGE), SETTING THE LEVY OF AN ANNUAL SPECIAL TAX FOR SUCH COMMUNITY FACILITIES DISTRICT FOR FISCAL YEAR 2023-24

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

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

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

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

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

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

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

SECTION 2. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District which are not otherwise exempt from taxation under the Act or the Ordinance special taxes for the Fiscal Year 2023-24 at the special tax rates set forth in the report prepared by NBS Government Finance Group entitled “City of Oxnard Community Facilities

District No. 2000-3 (Oxnard Blvd/Highway 101 Interchange) Fiscal Year 2023-24 Levy” (the “Report”) attached hereto as Exhibit A and made a part hereof, which special tax rates do not exceed the maximum special tax rates set forth in the Ordinance. After adoption of this Resolution, the Chief Financial Officer of the City, or designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxes or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the special tax applicable to any category of parcels and is made prior to the submission of the tax rolls to the Ventura County Auditor.

SECTION 3. The Chief Financial Officer is hereby authorized and directed to submit the Certified Parcel List to the County Auditor on or before July ____, 2023 or such later date to which the County Auditor may agree.

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

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

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

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

PASSED, APPROVED AND ADOPTED on this ____ day of JUNE, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

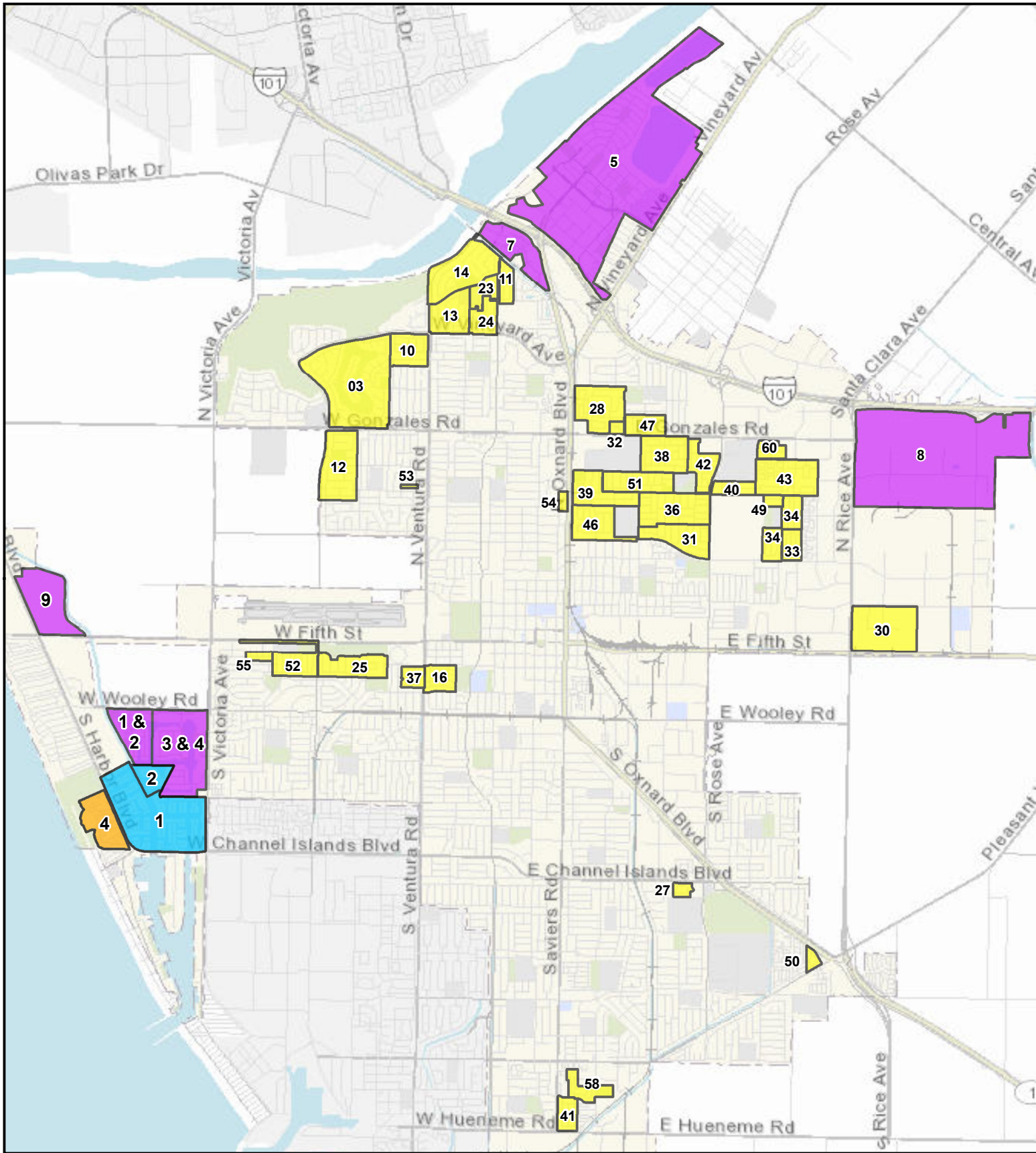
ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Fiscal Year 2023-24 Special Tax Levy for Community Facilities Districts No. 1, 2, 3, 4, 5, and 2000-3

Finance and Governance Committee
May 23, 2023

City Council
June 6, 2023

Eric L. Storrie
Special Districts Manager

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5 and 2000-3:

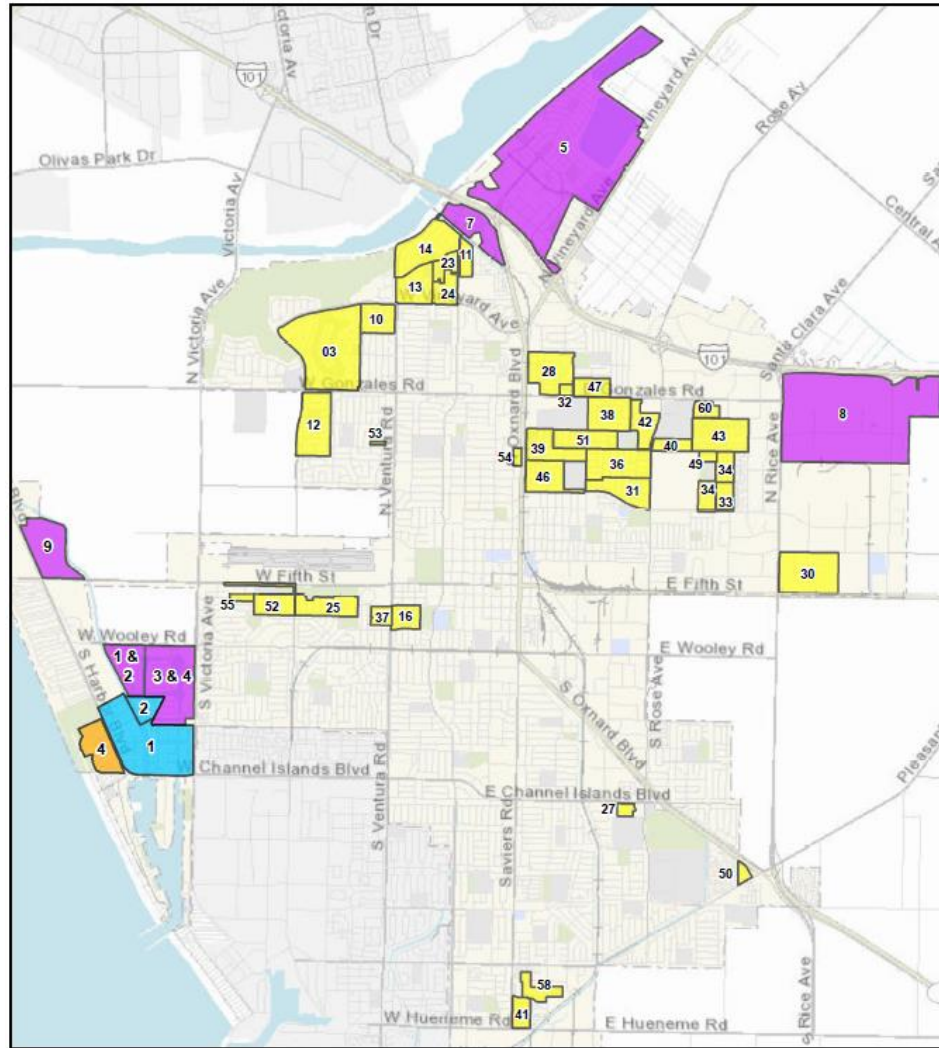
1. Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2023-24;
2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2023-24;
3. Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24;
4. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24;

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5 and 2000-3:

5. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2023-24;
6. Adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2023-24; and
7. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

CITY OF OXNARD SPECIAL DISTRICTS



 Maintenance Assessment District (District No.)
 Community Facilities District (District No.)

 Waterway Assessment District (Zone No.)
  Landscape Maintenance District (District No.)

Additional information can be found at: oxnard.org/city-department/publicworks

ADOPTION OF RESOLUTION FOR LEVY

COMMUNITY FACILITIES DISTRICTS 1 & 2 – WESTPORT AT MANDALAY BAY

CFD No. 1 Special Tax

- CFD No. 1 was created and approved to levy a special tax sufficient to pay principal, interest, other periodic costs and administrative expenses for the construction of Westport.
- Government Code requires the City Council to adopt a resolution levying the special tax rate for that fiscal year.
- The estimated FY23-24 maximum special tax for CFD No. 1 is \$975,295.08 and staff anticipate a special tax of \$700,009.
- Remaining balance of the bonds is \$5,730,000 with the final payment due on September 1, 2033.

CFD No. 2 Special Tax

- CFD No. 2 was created and approved to levy a special tax sufficient to pay costs of the services and incidental expenses relating to the maintenance of Westport at Mandalay Bay.

CFD No. 1 Special Tax

- The estimated maximum special tax rate in FY2023-24 is \$975,295.08 and an applied special tax of \$697,414

CFD No. 2 Special Tax

- The estimated maximum special tax for FY2023-24 is \$856,381.60
- The applied special tax is \$559,848
- CFD No. 2 is requesting a \$400,000 special tax levy credit
- Staff have met with the community in February and March to discuss wanted improvements and services.

FINANCIAL IMPACT

- There will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 1 and CFD No. 2 for FY 2023-24.
- Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 1 and CFD No. 2

ADOPTION OF RESOLUTION FOR LEVY

COMMUNITY FACILITIES DISTRICTS 3 & 4 – SEABRIDGE AT MANDALAY BAY

CFD No. 3 Special Tax

- In December 2004, City Council established CFD No. 3 and Ordinance No. 2676 to levy a special tax sufficient to pay principal, interest, and other periodic costs and administrative expenses with respect to the bonds.
- The remaining balance of the bonds is \$18,820,000 with the final payment due on September 1, 2035.
- On November 6, 2018, voters within Seabridge at Mandalay Bay approved Measure H which limited the amount of CFD No. 3 special tax revenue used to pay overhead costs of City employees to \$5,000 annually. The FY2023-24 City overhead costs is equal to \$5,000.

CFD No. 4 Special Tax

- In December 2004, City Council established CFD No. 4 to levy a special tax sufficient to pay certain costs of Services and Incidental Expenses relating to the maintenance of Seabridge at Mandalay Bay
- On November 6, 2018, voters within Seabridge at Mandalay Bay approved Measures F and I
- Measure F amended the maximum special tax rates plus the approved annual escalation factor of 2%
- Measure I reduced the CFD No. 4 special taxes for harbor patrol costs to \$192,000 annually

CFD No. 3 Special Tax

- The estimated maximum special tax rate in FY2023-24 is \$3,104,488.50 and an applied special tax of \$1,783,572

CFD No. 4 Special Tax

- The estimated maximum special tax for FY2023-24 is \$1,371,648.22
- The applied special tax is \$1,172,111
- CFD No. 4 is requesting a \$200,000 special tax levy credit
- Staff have met with the community in March and April to discuss wanted improvements and services.

- There will be no cost to the City's General Fund from approval of the resolutions levying the special taxes for CFD No. 3 and CFD No. 4 for FY 2023-24.
- Debt service costs and all administrative costs are included in the amount to be collected by the special taxes, which are levied against properties located in CFD No. 3 and CFD No. 4

ADOPTION OF RESOLUTION FOR LEVY

COMMUNITY FACILITIES DISTRICT 5 – RIVERPARK

- In September 2005, City Council established CFD No. 5, levying a special tax sufficient to pay costs of the Services, Improvements, and Incidental Expenses set forth by the Resolution of Formation

CFD No. 5 Special Tax

- The estimated maximum special tax for FY2023-24 is \$6,433,426.97
- The applied special tax is \$3,265,723
- CFD No. 5 is requesting a \$721,765 special tax levy credit
- Staff have met with the community in February, March, and April to discuss wanted improvements and services.

FINANCIAL IMPACT

- No cost to the City's General Fund from approval of the resolution levying the special taxes for CFD No. 5 for FY 2023-24
- All maintenance, service, and administrative costs are included in the amount to be collected by the special taxes, which are levied on properties located in CFD No. 5

ADOPTION OF RESOLUTION FOR LEVY

CFD 2000-3 OXNARD BLVD./HIGHWAY 101 INTERCHANGE

BACKGROUND

- In July 2001, City Council authorized bonded indebtedness for CFD No. 2000-3 in the amount not to exceed \$15,000,000 to be paid by the levy of a special tax

DISCUSSION

- The estimated maximum special tax rate in FY2023-24 is \$921,278.27 and an applied special tax of \$569,997.00
- Remaining balance of the bond is \$4,365,000 with the final payment due on September 1, 2032.

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

RECOMMENDATION

Recommended action items:

1. Adopt a resolution setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2023-24;
2. Adopt a resolution setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2023-24;
3. Adopt a resolution setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24;
4. Adopt a resolution setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2023-24;

RECOMMENDATION

Recommended action items:

5. Adopt a resolution setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2023-24;
6. Adopt a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2023-24; and
7. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

QUESTIONS?



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: May 23, 2023

TO: Finance & Governance Committee

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

SUBJECT: Fiscal Year 2022-23 Budget Appropriation for Community Facilities District Number 7, Wagon Wheel. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve a Fiscal Year 2022-23 budget appropriation from the available fund balance in the amount of \$100,399 to the Special Districts Fund (120) for reimbursement of Fiscal Year 2022-23 authorized Developer reimbursements from the Wagon Wheel Community Facilities District.

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

BACKGROUND

On October 6, 2020, the City of Oxnard ("City") and Oakwood Communities LLC ("Developer") on behalf of the Wagon Wheel Master Association entered into a Reimbursement Agreement (A-8239) to fund the maintenance of Community Facility District ("CFD") areas of responsibility via the Master Homeowners Association ("HOA"). As a part of this agreement, the Developer was obligated to advance the funding necessary to maintain CFD areas for 24 months starting from the beginning of the term of the agreement. These expenses are reimbursable under the Agreement and the Developer has submitted their first request for reimbursement to City staff. The Master HOA is required by this agreement to submit a Forecast Annual Maintenance Cost Form to City staff in May of each year, which would typically include this expected reimbursement amount. However, the HOA did not submit this Form after multiple requests from staff due to their unfamiliarity with the process and the fact that this was the first year the HOA had been requested to provide this documentation. Prior to the HOA being formed, there was \$54,400 budgeted for reimbursements. This amount has been carried forward and will be applied to this reimbursement request.

DISCUSSION

The young age of the Wagon Wheel CFD and unique process by which these CFD areas are maintained has meant that this reimbursement will be the first of a continued and regular reimbursement cycle for maintenance expenses. As stated in Section 8 of the Reimbursement Agreement, the HOA is restricted from making claims for reimbursements that are in excess of their forecasted expenses, or in excess of the CFDs revenues. This limits what can be claimed for reimbursement to only that which is forecasted in the annual cost summary and is to be submitted by the HOA each year.

City staff has been working closely with the Developer and Master HOA to verify maintenance expenses incurred by the Master HOA between October 2020 and June 2022. Section 2 of the Reimbursement Agreement states that the Master HOA is responsible for submitting forecasted annual maintenance expenses for CFD areas which the Master HOA maintains on behalf of the CFD. As the Master HOA was not able to provide an annual financial statement for FY 2022-23, due to the novelty of the process and the HOAs unfamiliarity with it, City staff did not have sufficient information to update the FY 2022-23 budget line item. In accordance with Section 2 of the Reimbursement Agreement, the Developer submitted a request for reimbursement in February 2023. Due to the timing of the reimbursement request in FY 2022-23, Staff determined that in order to encapsulate the expenses within the proper fiscal year, based upon when they occurred, the reimbursement process will require a budget appropriation to fund the expenses incurred between October 2020 and June 2022.

The remaining Developer reimbursements for expenses incurred between July 2022 and October 2022 (end of the reimbursement period) will be funded from the FY 2023-24 budget and have been included in the FY 2023-24 budget preparations. This will align the CFD and Master HOA with the City's fiscal year calendar and allow all remaining outstanding Developer reimbursements to be paid within Fiscal Year 2023-24.

Since \$54,500 was carried over from the previous fiscal year budgets, this amount will be applied to the Developers reimbursement request. The following table shows the existing budget for the Wagon Wheel fund and the requested budget appropriation to fund the remainder of the request:

Item Description	Amount
Developer Maintenance Reimbursement Request October 6, 2020 to June 30, 2022	\$154,798.28
Current FY 2022-23 Wagon Wheel Budget for Maintenance Reimbursement	(\$54,400.00)
Remaining Maintenance Reimbursement after Current FY Budget is Applied	\$100,398.28

Total Appropriation Request	\$100,399.00
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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 will be no impact to the General Fund. This additional budget appropriation of \$100,399 will be entirely funded from the existing fund balance within the Special Districts Fund.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement No. 8239
2. Developer Reimbursement Request Summary
3. City of Oxnard Special Districts Map
4. City of Oxnard Special Districts Legend
5. Presentation

AGREEMENT FOR USE OF
WAGON WHEEL COMMUNITY FACILITIES DISTRICT FUNDS FOR REIMBURSEMENT
OF WAGON WHEEL MASTER PROPERTY OWNERS' ASSOCIATION

THIS AGREEMENT is entered into, effective October 6th, 2020, pursuant to Resolution 14,980, adopted by the City Council of the City of Oxnard at its meeting held on December 6, 2016. This Agreement is between Wagon Wheel Master Association, a California nonprofit mutual benefit corporation organized under the laws of the State of California ("Master Association"), and the Wagon Wheel Community Facilities District No. 18-01 ("District"), a California public agency formed by the City of Oxnard, a municipal corporation of the State of California ("City"). City, District and Master Association are collectively referred to herein as "Parties."

WHEREAS, Master Association has been formed for the purpose of governing the real property which is included within the Tentative Map 5745 area and which is commonly known as "Wagon Wheel" pursuant to the terms of that certain Master Declaration of Covenants, Conditions and Restrictions and establishment of Easements for Wagon Wheel ("Master Declaration"), which powers and obligations include, without limitation, the power to enforce certain mutual obligations of the property owners in a common interest development in the District; and

WHEREAS, the District was established in accordance with California State law for the purpose of, among other things, collecting assessments to fund public improvements benefiting both the members of the Master Association and the surrounding areas; and

WHEREAS, the District and Master Association overlap in their respective geographic areas and in their responsibilities; and

WHEREAS, the Parties agree that the Master Association will be able to more efficiently and economically provide maintenance to certain public improvements within the Master Association.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The Work. The Parties have agreed that Master Association will perform those activities specified in Exhibit A attached hereto and entitled "Maintenance Program" (the "Work"). The Parties have also agreed to a "Budget for Maintenance Program", Exhibit B, attached hereto ("Budget"). Exhibits A, B and the Specimen Maintenance Contract, Exhibit C, are hereby incorporated as though set forth in full. Exhibits A, B and C may be modified by mutual agreement of the designated representative of the District ("District Representative") and the designated representative of the Master Association so long as such modifications do not impact the District's overall financial obligations as set forth in the Budget.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION



2. Funding. The Master Association will perform the Work during the term of this Agreement in accordance with a schedule specified by the District Representative as reflected in Exhibit D. The District will provide funds to perform all of the Work in a timely manner in accordance with a written funding schedule provided by the Master Association and approved by the City. The Master Association will have no obligation to advance any funds including (but not limited to) funds for insurance, overhead, staging and claims resolution. The full advance receipt of all such funds is a condition precedent to Master Association's obligation to perform the Work. Annually, the Master Association will be required to submit a proposed budget to the City of Oxnard District Representative no later than May 1 of each year or such other date as the parties may agree upon. Notwithstanding any language in this Agreement to the contrary, Oakwood Communities, Inc. agrees to timely advance to District the necessary funds to pay the Master Association for the Work that the Master Association will perform for the first 24 months. No later than 24 months after Oakwood Communities Inc. has advanced such funds to the District, the District shall fully repay the Oakwood Communities Inc. the full amount without interest.

3. Assessment Report. Master Association shall submit an Assessment Report to the District annually on a date and in a format specified by the District Representative which shall be substantially similar to the form attached as Exhibit E to this Agreement.

4. Financial Report. Master Association will prepare a Financial Report with City showing the expenditures made by Master Association which shall be substantially similar to the form attached as Exhibit F to this Agreement. Such Financial Report shall include all information required by the City Auditor or District Representative or his/her appointed representative. The Financial Report will be filed with the City Auditor and District Representative or his/her designee during each year this Agreement is in force. The Financial Report shall be on a schedule specified by the District Representative, but no more frequently than quarterly.

5. Records. The Master Association's financial records relating to the performance of this Agreement shall be kept and maintained in accordance with the generally accepted accounting principles and in the manner and method prescribed by the City Auditor. These records shall be current, complete and available for inspection as deemed necessary by the City Auditor. The Master Association shall provide all reports, documents or information requested or required by the District relating solely to the performance of the obligations under this Agreement within (10) days of a written request from the District Representative or his/her appointed representative to the designated representative of the Master Association unless a longer period of time is reasonably needed for the Master Association to adequately respond.

6. Surplus Funds. The Master Association may accrue a surplus of funds paid by the District to Master Association, but not expended by Master Association, provided that Master

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Association identifies such surplus in the Assessment Report and shows the use of the surplus along with other assessment funds that may be used for the Work.

7. Adjustment in Expenditure Categories. Master Association is authorized to adjust expenditures in any expenditure category, provided that:

- a. The budgeted total for the relevant period is not exceeded; and
- b. prior written approval is obtained from the District Representative; and
- c. the change does not exceed 15% of a category total.

8. Total Expenditures. The Master Association may not alter any category such that the total expenditures exceed the total budget or the total assessment revenue available, whichever is greater except for emergency expenditures.

9. Term. The term of this Agreement will commence upon its effective date and will terminate on July 1, 2040. Thereafter, the term will be automatically extended on a year-to-year basis upon annual approval of the Assessment Report and related levy of assessments by the District. During the period in which the Agreement is automatically extended, any Party may terminate this Agreement and any executory rights, duties and liabilities accruing in this Agreement by giving written notice of the election to terminate to the other Parties at least thirty (30) days prior to the end of the City's fiscal year. If this agreement is terminated or not renewed, the obligation for all the Work shall immediately be transferred to the District without further notice or action by Master Association or the City.

10. Payments to Master Association. Subject to the provisions of Section 1, the District will advance to Master Association the total amount needed to fund the Work for the next six months as shown in the Budget. Payments will be made quarterly. If deficiencies are found during the City's monthly site inspections, the Master Association will be notified in writing and invoiced for the deficiency charges, as documented in the City's citation form attached to Exhibit C. Provided that such obligation is provided for in the agreement(s) entered into between the Master Association and its contractors, inspection and compliance costs shall be borne by the Master Association's contractors.

11. No Political Activity. Master Association will not use any of the funds it receives pursuant to this Agreement for any expenses, including administration and overhead, in support of any political activity.

12. Reimbursement to District. If the District forces perform any part of the Work due to a failure of performance by the Master Association, Master Association will reimburse District for all costs incurred by District in providing services specifically requested and approved in writing by the Master Association related to this Agreement. Such costs will be determined and certified by the District Representative or his/her designee and forwarded to the Master Association's designated representative. The City will then invoice the Master Association for the cost of the service, which invoice shall be due within 30 days of receipt.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

13. Meeting Notice. Master Association agrees to notify the District Representative of the meeting dates of each meeting of the Board of Directors of Master Association and the District Representative will have the right to attend all meetings of the Board of Directors where the matters to be discussed relate to the performance by the Master Association of the obligations set forth in this Agreement except that in no event shall either the District or the City be entitled to participate in any executive or closed board meetings of the Board.

14. Master Association Independent. Neither the District nor City nor any of its officers or employees will have any control over the conduct of Master Association or any of its employees, except as provided above, and Master Association expressly warrants not in any manner or at any time to represent that its officers, agents, or employees are in any manner the officers, agents, or employees of the District or City, it being distinctly understood that Master Association is and at all times will remain as to the District and City, an independent contractor, and the obligations of Master Association to the District and the City are solely as prescribed by this Agreement.

15. Assignment. Master Association may enter into contracts for the sole purpose of carrying out the Work. This Agreement contemplates that Master Association will be solely responsible for performing the Work, and it is recognized by the Parties that an inducement to District and City for entering into this Agreement was, and is, the ability of Master Association to render these services. Neither this Agreement nor any interest in this Agreement may be assigned by Master Association, the District or City.

16. Comply with Law. As a part of the consideration hereof, Master Association, for itself, personal representatives, successors-in-interest, assignees, and subcontractors, if any, does hereby covenant and agree that, subject to the application of all relevant laws, rules, policies and regulations, including, but not limited to, those relating to discrimination relating to any services or activities furnished pursuant to this Agreement or any subcontract awarded by Master Association, on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS or AIDS related condition, age, disability or handicap, or Vietnam Era veteran status. Master Association shall, as respects the Work, comply with the City's Living Wage Ordinance and, to the extent applicable, to State law requiring the payment of prevailing wage. Additionally, the Master Association will bid out all work, including the maintenance contract, as done for public projects in accordance with State law. All contractors working on public property must have the required state contractor licenses for the particular trade (i.e. C-27 contractor's license required for a landscape maintenance contract). The Master Association defends and indemnifies the City of Oxnard for any claims based on a failure to do so or an error in the process.

17. Notice. Each notice and other communication required or permitted to be given under this Agreement (a "Notice") must be in writing. Notice is duly given to a Party upon (i) its hand delivery to the Party, (ii) its delivery to the Party by facsimile or e-mail when sent to the facsimile number or e-mail address set forth below, as evidenced by a transmission report, (iii)

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

three (3) business days after the Notice has been deposited with the United States Postal Service as first class certified mail, return receipt requested, postage prepaid, and addressed to the Party as set forth below, or (iv) the next business day after the Notice has been deposited with a reputable overnight delivery service, postage prepaid, addressed to the Party as set forth below with next-business-day delivery guaranteed. The contact information of the proper person to receive any Notices is listed below and may be changed by any party at any time by providing written notice as specified in this Section:

If to the District or City, to:

Special Districts Manager
City of Oxnard
305 West Third Street
Oxnard, California 93030
(805) 385-7430
SpecialDistricts@oxnard.org

With Copies to:

Stephen M. Fischer
City Attorney
City of Oxnard
305 West Third Street
Oxnard, California 93030
(805) 385-7483
Stephen.Fischer@ci.oxnard.ca.us

If to Master Association, to:

Carl Renezeder
OXNARD CRFL PARTNERS, LLC
c/o Oakwood Communities, Inc.
64 Maxwell
Irvine, CA 92618
949-719-9040 ext. 303
949-861-8696 (fax)
Carlr@oakwoodcomm.com

With Copies to:

Mark C. Allen, III
The Claremont Land Group Attorneys
5861 Pine Avenue, Suite A-1

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Chino Hills, CA 91709-6540

Tel: (909) 398-4404;

Fax: (909) 398-1883

(909) 333-5254 - Direct

Mark@mcallen3.com

18. Choice of Law. Any disputes arising under this Agreement shall be resolved under the laws of the State of California.

19. Indemnity by Master Association. Master Association shall indemnify, defend and hold District and City including its Council, officers, employees and agents harmless from and against all Claims arising out of or resulting from any gross negligence or willful misconduct on the part of Manager, its employees or agents.

20. Survival of Indemnity. The provisions of Section 19 shall survive termination or non-renewal of this Agreement.

21. Insurance. District may require Master Association to carry liability insurance naming the City and District as additional insureds in such amount and under such terms as the City in its sole and absolute discretion may require. Such insurance shall be at District's sole cost and shall be included as an expense for the Work. Master Association shall not enter into any contract nor perform any of the Work without such insurance being in place and the funds for such insurance are available to Master Association.

22. Default. The failure of any Party to timely perform its obligations under this Agreement, or applicable laws as and when due, shall constitute an "Event of Default" if the defaulting party does not cure such default within 15 days following delivery to the defaulting Party of notice of such default. If the default in question is a non-monetary default that cannot reasonably be cured within that 15-day period, then there shall be no Event of Default so long as the defaulting party commences to cure the default in question within that 30-day period and thereafter diligently and in good faith continues that cure to completion.

23. Remedies. Following an Event of Default, the non-defaulting party shall have the right to exercise all rights and remedies available under this Agreement, the Documents, at law and in equity. If an Event of Default occurs, in addition to all other remedies, the non-defaulting Party shall have the right upon five (5) business days' written notice to terminate this Agreement.

24. Interest. If any amount payable under this Agreement is not paid when due, then that amount and all previously accrued interest, shall bear interest at a rate of 12% percent per annum, compounded daily, until paid in full.

25. Choice of Law. Any disputes arising under this agreement shall be resolved under the laws of the State of California.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

26. Severability. In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the validity, binding effect and enforceability of the remaining provisions shall remain in full force and effect.

27. Waiver. No obligation in this Agreement may be waived at any time except in a writing signed by the Party granting the waiver, and any such waiver shall be limited to its terms and only be effective on a single occasion.

28. Interpretation. Each party equally participated in the preparation of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it was jointly drafted and no presumption or burden of proof shall arise favoring or disfavoring either one of them by virtue of the individual(s) who drafted any of the provisions in this Agreement.

29. Entire Agreement. This Agreement and the attached exhibits constitute the entire agreement of the Parties and supersede all prior and contemporaneous agreements, representations, and understandings of the Parties (whether they are verbal or written) that pertain to thereto.

30. Acts of God. Except as specifically provided in Section 9, above, no Party shall be in default under this Agreement or liable for any nonperformance that is caused by fire, flood, explosion, war, strike, embargo, or any act, order or requirement of a regulatory body, court or legislature, civil or military authority, Act of God, act or omission of any third Party, or other cause beyond such Party's reasonable control during the period and to the extent that such extraordinary condition delays, impairs or prevents such Party's performance.

31. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Facsimiles of signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

[SIGNATURES CONTINUED ON PAGE 8]

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Wagon Wheel Master Association, a California nonprofit mutual benefit corporation

September 30th, 2020

SS sean sparks
It's President

Wagon Wheel Community Facilities District No. 2018-01, California public agency

_____, 2020

District Signatory

[SIGNATURES CONTINUED ON PAGE 9]

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Wagon Wheel Master Association, a California nonprofit mutual benefit corporation

_____, 2020

It's President

Wagon Wheel Community Facilities District No. 2018-01, California public agency

October 1
_____, 2020

[Signature]

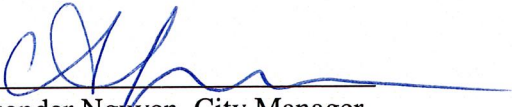
District Signatory

[SIGNATURES CONTINUED ON PAGE 9]

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

The City of Oxnard, a Municipal Corporation of the State of California

October 06, 2020


Alexander Nguyen, City Manager

The foregoing Agreement is hereby approved as to form this 6th day of

October, 2020


Stephen Fischer, City Attorney

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

EXHIBIT A MAINTENANCE PROGRAM

Maintenance Work, Repair and Replacement to be performed by the City of Oxnard and funded by the CFD

1. Storm water catch basins and filter units, See Exhibit B
2. Flood protection concrete walls and footings
3. Flood protection gate , “Flood Gate”, and all appurtenances and equipment
4. Flood protection annual inspection and FEMA certifications
5. Wagon Wheel Road, Spur Drive, Winchester Drive, and Saddle Road street lighting and fixtures, and SCE electric service costs
6. Multi-use Path pedestrian bridge
7. Multi-use Path Retaining Wall adjacent to Oxnard Blvd

Maintenance Work to be performed by the Master Association and funded by the CFD

1. Lot A Park landscape and amenities
2. Lot B Park landscape and amenities
3. Lot C Park landscape and amenities
4. Wagon Wheel Road, Ventura Road, Oxnard Blvd, Winchester Drive, Saddle, and Spur Road landscape irrigation and vegetation parkways, medians, and traffic circles
5. Multi-use Path paving, landscape irrigation and vegetation, amenities, lighting & CCTV.
6. Wagon Wheel Road and Oxnard Blvd Entry landscape and irrigation, lighting, signage, and walls
7. Ventura Road Entry landscape and irrigation, lighting, signage, and walls
8. Caltrans edge landscape and irrigation
9. Cultural preservation elements within CFD areas.

Replacement Costs to be funded by the CFD

1. Lot A Park landscape and amenities
2. Lot B Park landscape and amenities
3. Lot C Park landscape and amenities
4. Wagon Wheel Road landscape parkways, medians, and traffic circle vegetation and irrigation
5. Multi-use Path paving, landscape irrigation and vegetation, amenities and lighting
6. Wagon Wheel Road and Oxnard Blvd Entry landscape and irrigation, signage, lighting, and walls
7. Wagon Wheel and Ventura Road Entry landscape and irrigation, signage, lighting, and walls
8. Caltrans edge landscape and irrigation
9. Cultural preservation elements within CFD areas.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

**EXHIBIT B
BUDGET FOR MAINTENANCE PROGRAM**

**EXHIBIT C
SPECIMEN MAINTENANCE CONTRACT**

**EXHIBIT D
SCHEDULE SPECIFIED BY THE DISTRICT REPRESENTATIVE**

**EXHIBIT E
FORM OF ASSESSMENT REPORT.**

**EXHIBIT F
FORM OF FINANCIAL REPORT**

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

EXHIBIT B

Wagon Wheel CFD Annual Budget For Maintenance Program

3-Jun-20

Item	CFD Obligation and Maintenance	Master HOA Maintenance with CFD Funds (Note 1)	City Maintenance with CFD Funds
LANDSCAPE			
Roadway Parkway & Medians	incl	incl	
Oxnard Blvd Parkway & WW Entrance	incl	incl	
Ventura Road Parkway& WW Entrance	incl	incl	
Lot A Park	incl	incl	
Lot B Park	incl	incl	
Lot C Park	incl	incl	
MUP and Exercise Equipment	incl	incl	
Caltrans Edge	incl	incl	
Reserve (not incl MUP underx)	incl	incl	
Landscape Total (Note 2)	\$ 382,107.00	\$ 382,107.00	
Structures			
Lot 16 and 17 MUP Retaining Walls	\$ 1,000.00		\$ 1,000.00
MUP Ped Bridge Maintenance/Repairs	\$ 9,200.00		\$ 9,200.00
STORM DRAIN UNITS			
Labor Crew & Equipment	\$ 16,650.00		\$ 16,650.00
Disposal	\$ 5,500.00		\$ 5,500.00
units and filter replacments	\$ 18,885.00		\$ 18,885.00
FLOOD PROTECTION			
Annual Flood Wall Maintenance/ Inspection	\$ 2,750.00		\$ 2,750.00
Annual Material Replacement / Labor	\$ 14,000.00		\$ 14,000.00
Five Year Certification & FEMA Report	\$ 4,750.00		\$ 4,750.00
Walls and Gate Reserve	\$ 91,100.00		\$ 91,100.00
Special Districts Admin Costs			
Administrative	\$ 10,000.00		\$ 10,000.00
Monthly Site Inspections	\$ 25,000.00		\$ 25,000.00
Budget Administration	\$ 5,000.00		\$ 5,000.00
Total Annual Budget	\$ 585,942.00	\$ 382,107.00	\$ 203,835.00

of Units

1,380

Total Assessments/Unit

\$

424.60

\$

276.89

\$

147.71

Note: 1) MHOA for items to be funded by CFD and paid to Master HOA for maintenances purposes

2) Includes budget of \$382,107 for maintenance and reserve

	# of units	Assigned Special Tax	Total Budget
Residential Property	559	712	398,008
Apartment Property	821	238	195,398
	1,380	950	593,406

**CONTRACT FOR MAINTENANCE OF
COMMUNITY FACILITIES DISTRICTS**

THIS CONTRACT ("Contract") is made and entered this ____ day of _____, 201_ ("Effective Date"), by and between the _____, a California municipal corporation ("City") and _____ ("Contractor").

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include THE General Provisions, Special Provisions, Maps, Standard Plans, Greenbook Standards, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-D and all insurance documentation, the City of Oxnard business license, permits from regulatory agencies, and Addenda. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of the Wagon Wheel Community Facilities District ("Project"), as described in this Contract and in the incorporated Contract Documents. _____ shall remain responsible for any water-conservation goals, requirements, mandates, directives, legislation or rulings (collectively "Regulations"), as may be or become in force at the property serviced by this Agreement. Nothing contained in this Agreement shall serve to shift the burden of compliance with such Regulations on Contractor, or to imply or require that Contractor will be responsible for any or all costs or damages associated with revising the irrigation schedule to accommodate the Regulations (whether such revision has the net effect of less or more irrigation). Contractor is not an agent of the _____; _____ alone shall be responsible for any failure to comply with the Regulations or any of them, any damage caused by or allegedly caused by efforts to comply with or incorporate the Regulations, any and all claims, damages, actions, enforcement proceedings, penalties, assessments, tenders of defense or indemnity asserted by any party.

3. Extra Work. As needed, _____ may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts, some community facilities districts, and/or a waterways assessment district. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. Compensation. In consideration of the services rendered hereunder, _____ shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in the Bid.

5. Wages. Contractor shall compensate all of its employees in accordance with both the City of Oxnard's Living Wage Policy and State-required prevailing wages. Contractor understands that 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.

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Contractor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services

under this Agreement. This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County 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, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor 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 Contractor fails to compensate such employee pursuant to the Living Wage Policy, _____ shall terminate this Agreement on written notice to Contractor, effective immediately.

d. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to _____ 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. Contractor shall pay such fine and penalty within 15 days after the _____ provides written notice to Contractor of the amount owed.

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor 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 Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

Contractor _____

Dated: _____

By: _____

By: _____

Title: _____

Title: _____

Master HOA _____

By: _____

_____ requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners.

INSURANCE REQUIREMENTS FOR MAINTENANCE OF COMMUNITY FACILITY DISTRICT AGREEMENT

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$5,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

d. **If construction work is being performed under this Contract:** Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-Z.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$5,000,000 PRODUCTS COMP/OP AGG. \$5,000,000 PERSONAL & ADV. INJURY \$5,000,000 EACH OCCURRENCE \$5,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE					
		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____				
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits In Addition to Limits _____					
NAMED INSURED Telephone: _____		Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which) _____					
TYPE OF INSURANCE GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY COMPREHENSIVE GENERAL LIABILITY OWNERS & CONTRACTORS PROTECTIVE		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____					
COVERAGES GENERAL PRODUCTS/COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE DAMAGE _____ _____		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____					
CLAIMS MADE Retroactive Date _____ Occurrence _____		LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE		
EACH OCCURRENCE	AGGREGATE						

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

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

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

ENDORSEMENT HOLDER	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	AUTHORIZED REPRESENTATIVE Broker/Agent _____ Underwriter _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____

Telephone: () Date Signed _____

EXHIBIT A

LIVING WAGE POLICY

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, a service contractor 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, Anaheim, Riverside 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 a service contractor 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 Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 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, 2017**

- 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 **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, 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, Riverside, Orange County 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 pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).

4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.

8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.

9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

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

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

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

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

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

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or

similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

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

Agency – _____

Change Order – There shall be no classic “change orders” in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

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

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

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

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

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

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

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

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

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

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

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

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

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

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals [see Greenbook].

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

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

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

2-7 SUBSURFACE DATA.

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

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

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

2-9 SURVEYING.

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

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

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

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

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

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

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

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections [additional to the Greenbook].

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

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

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

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

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

5-2 PROTECTION.

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

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

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

5-4 RELOCATION.

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

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

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

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

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

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."



COMMUNITY FACILITIES DISTRICT MAINTENANCE CITATION FORM

District Name:

Deficiency Date(s):

Maintenance Item	Deficiency	1st Occurrence Warning Only	2nd Occurrence	3rd Occurrence	4th Occurrence
Turf					
Mowing, Edging & Trimming			\$300.00	\$600.00	\$1,200.00
Aeration			\$200.00	\$400.00	\$800.00
Dethatching			\$100.00	\$200.00	\$400.00
Overseeding			\$100.00	\$200.00	\$400.00
Removal of grass clippings and debris			\$300.00	\$600.00	\$1,200.00
Fertilization					
Turf			\$200.00	\$400.00	\$800.00
Shrubs, Groundcover, Vines			\$200.00	\$400.00	\$800.00
Trash and Debris Removal			\$300.00	\$600.00	\$1,200.00
Weed Control			\$300.00	\$600.00	\$1,200.00
Pest Control			\$200.00	\$400.00	\$800.00
Pruning and Trimming					
Shrubs, Groundcover, Vines			\$200.00	\$400.00	\$800.00
Trees			\$300.00	\$600.00	\$1,200.00
Removal of plant clippings and debris			\$300.00	\$600.00	\$1,200.00
Graffiti			\$200.00	\$400.00	\$800.00
Irrigation			\$200.00	\$400.00	\$800.00

Please note, citation is not based upon specific location, it is based upon occurrence each month as a result of monthly inspections and the property is viewed in it's total

Comments:

6-3 *SUSPENSION OF THE WORK [see Greenbook].*

6-3.1 *General [see Greenbook].*

6-3.2 *Archeological and Paleontological Discoveries [see Greenbook].*

6-4 *TERMINATION OF THE CONTRACT FOR DEFAULT.*

Greenbook Section 6-4 is not incorporated.

6-4.1 *General.*

Greenbook Section 6-4.1 is not incorporated.

6-4.2 *Notice to Cure.*

Greenbook Section 6-4.2 is not incorporated.

6-4.3 *Notice of Termination for Default.*

Greenbook Section 6-4.3 is not incorporated.

6-4.4 *Responsibilities of the Surety.*

Greenbook Section 6-4.4 is not incorporated.

6-4.5 *Payment.*

Greenbook Section 6-4.5 is not incorporated.

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE.*

Greenbook Section 6-5 is not incorporated.

6-6 *DELAYS AND EXTENSIONS OF TIME.*

6-6.1 *General.*

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

6-6.2 *Extensions of Time.*

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor."

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

"If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request."

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

"Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

"Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of \$250.

Execution of the Contract shall constitute agreement by the City and Contractor that \$250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work 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 Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that 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.

7-2.1 General [see Greenbook].

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 *Copies of Wage Rates [additional to the Greenbook].*

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 *Job Site Notices [additional to the Greenbook].*

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 *Failure to Pay Prevailing Rates [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 *Payroll Records.*

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor

shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, Work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

7-2.5 Registration with the DIR *[additional to the Greenbook]*.

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses.

7-2.8 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy *[additional to the Greenbook]*.

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
- 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;
- 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
- 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.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2016-17, Contractor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook]*.

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. 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.

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. 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 (5) people.

7-2.11 Posting Living Wage Policy *[additional to the Greenbook]*.

Contractor 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.

7-2.12 Enforcement of Living Wage Policy *[additional to the Greenbook]*.

If a service contractor 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. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars (\$500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

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 or 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. 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.

7-2.13 Amendment of Living Wage Policy *[additional to the Greenbook]*.

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 *INSURANCE [see Greenbook]*.

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 *INDEMNIFICATION [additional to the Greenbook]*.

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any

and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Nonwaiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with

the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

7-8.1 General [see Greenbook].

7-8.2 Air Pollution Control [see Greenbook].

7-8.3 Noise Control [see Greenbook].

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials [see Greenbook].

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise

specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook]*.

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook]*.

7-10.2.1 Traffic Control Plan (TCP) *[additional to the Greenbook]*

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and

channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 *Haul Routes.*

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 *Safety [see Greenbook].*

- 7-10.4.1** ***Work Site Safety [see Greenbook].***
- 7-10.4.1.1** ***General [see Greenbook].***
- 7-10.4.1.2** ***Work Site Safety Official [see Greenbook].***
- 7-10.4.2** ***Safety Orders [see Greenbook].***
- 7-10.4.2.1** ***General [see Greenbook].***
- 7-10.4.2.2** ***Shoring Plan [see Greenbook].***
- 7-10.4.2.3** ***Payment [see Greenbook].***
- 7-10.4.3** ***Use of Explosives [see Greenbook].***
- 7-10.4.4** ***Hazardous Substances [see Greenbook].***
- 7-10.4.5** ***Confined Spaces [see Greenbook].***
- 7-10.4.5.1** ***Confined Space Entry Program (CSEP) [see Greenbook].***
- 7-10.4.5.2** ***Permit-Required Confined Spaces [see Greenbook].***
- 7-10.4.5.3** ***Payment [see Greenbook].***
- 7-10.5** ***Security and Protective Devices.***
- 7-10.5.1** ***General [see Greenbook].***
- 7-10.5.2** ***Security Fencing [see Greenbook].***
- 7-10.5.3** ***Steel Plate Covers [see Greenbook].***
- 7-10.5.4** ***Protection of the Public [additional to the Greenbook].***

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices [additional to the Greenbook].

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractors vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information [additional to the Greenbook].

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

7-16.2 Information Provided by Contractor [additional to the Greenbook].

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions [additional to the Greenbook].

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

7-16.4 Enforcement [additional to the Greenbook].

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City *[additional to the Greenbook]*.

Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General *[see Greenbook]*.

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights *[see Greenbook]*.

9-2 LUMP SUM WORK *[see Greenbook]*.

9-3 PAYMENT.

9-3.1 General *[see Greenbook]*.

9-3.2 Partial and Final Payment *[additional to Greenbook]*.

Each month, Contractor shall submit its standard invoice to the City.

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 Delivered Materials [see Greenbook].

9-3.4 Mobilization.

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]

10-1 LICENSES [additional to the Greenbook].

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise

necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Ventura County Superior Court.

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor 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 Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor's employees and agents,

including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

10-17 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

800-1.1.2 Class "A" Topsoil [see Greenbook].

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials [see Greenbook].

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commercial Fertilizer [see Greenbook].

800-1.2.4 Organic Soil Amendment [see Greenbook].

800-1.2.5 Mulch [see Greenbook].

800-1.3 Seed [see Greenbook].

800-1.4 Plants [see Greenbook].

- 800-1.4.1 **General [see Greenbook].**
- 800-1.4.2 **Trees [see Greenbook],**
- 800-1.4.3 **Shrubs [see Greenbook].**
- 800-1.4.4 **Flatted Plants [see Greenbook].**
- 800-1.4.5 **Sod and Stolons (turf grass) [see Greenbook].**
- 800-1.4.6 **Cuttings [see Greenbook].**
- 800-1.5 **Headers, Stakes, and Ties.**

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General [see Greenbook].

801-2 EARTHWORK AND TOPSOIL PLACEMENT [see Greenbook].

801-2.1 General.

The words "or Class B" shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparationg and Conditioning [see Greenbook].

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be sacrificed and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

801-2.2.2 Fertilizing and Conditioning Procedures [see Greenbook].

801-2.3 Finish Grading [see Greenbook].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

- 801-4.1 **General [see Greenbook].**
- 801-4.2 **Protection and Storage [see Greenbook].**
- 801-4.3 **Layout and Plant Location [see Greenbook].**
- 801.4.4 **Speciman Planting [see Greenbook].**
- 801.4.5 **Tree and Shrub Planting [see Greenbook].**
- 801-4.6 **Plant Staking and Guying [see Greenbook].**
- 801.4.6.1 **Method "A" Tree Staking [see Greenbook].**
- 801.4.6.2 **Method "B" Tree Staking [see Greenbook].**
- 801-4.6.3 **Guying [see Greenbook].**
- 801-4.7 **Ground Cover and Vine Planting [see Greenbook].**
- 801-4.8 **Lawn Planting [see Greenbook].**
- 801-4.8.1 **General [see Greenbook].**
- 801-4.8.2 **Seed [see Greenbook].**
- 801-4.8.3 **Sod [see Greenbook].**
- 801-4.8.4 **Stolon Planting**

Greenbook Section 801-4.8.4 is not incorporated.

- 801-4.9 **Erosion Control Planting [see Greenbook].**
- 801-4.9.1 **General [see Greenbook].**
- 801-4.9.2 **Straw Stabilization**

Greenbook Section 801.4.9.2 is not incorporated.

- 801-4.9.3 **Seeding and Mulching [see Greenbook].**
- 801-4.9.4 **Sprigging [see Greenbook].**
- 801-4.9.5 **Watering [see Greenbook].**

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT [see Greenbook].

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. Current standard is to post treatment of park turf areas two (2) days prior to application as notification to residents.

1000-5 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-5-2

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 *TURF WEED CONTROL*

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

SECTION 2000. *SHRUB, VINE AND GROUNDCOVER MAINTENANCE***2000-1 *PRUNING AND EDGING.***

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 *GROUNDCOVER PRUNING.*

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

2000-3 *FERTILIZATION.*

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 *INSECT AND DISEASE CONTROL.*

On designated service days, Contractor shall inspect and treat for any insect or disease related

problems.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work on property. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs and trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release)

tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 *INSECT AND DISEASE CONTROL.*

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 *WATER.*

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 *STAKING.*

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. *GENERAL SITE MAINTENANCE*

4000-1 *LITTER AND DEBRIS CONTROL.*

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

4000-2 *PARK AMENITIES*

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Maintenance of park amenities including restrooms, playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers will be maintained through a separate janitorial contract. However, if Contractor notices any park amenities that need service or repair, they are to be reported to the City for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-3 *ELECTRICAL SYSTEM LIGHTING.*

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-4 *WATER AND ELECTRICAL COSTS.*

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 *GRAFFITI*

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances do we paint over graffiti on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-6 *VANDALISM AND THEFT.*

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 *LANDSCAPE REPLACEMENT.*

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 *INSPECTIONS.*

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 *RESPONSE AND INQUIRIES.*

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by

phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 *TRAFFIC CONTROL.*

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-11 *DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.*

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Annually, at minimum, detention basin fencing should be pressure washed to remove any webs, plant material and dirt from the fence.

4000-12 *DETENTION BASINS.*

Contractor shall trim away any plant material from the fence to mitigate encroachment of plant materials between public areas and detention basins quarterly. Contractor should maintain all vegetation within the detention basin on an annual basis in the month of October, trimming plant material to provide for maintenance access and visibility. Contractor shall clean out any detention basin drains annually to ensure adequate drainage for the rainy season. Contractor shall notify Project Manager or his or her representative of any dead or dying plant material so it can be replaced to mitigate erosion.

4000-13 *NATURE TRAIL.*

Contractor shall maintain the designated areas of the Nature Trail quarterly for weed control and tree maintenance.

4000-14 *SOFTWARE.*

Contractor will be required to utilize the Cappsure program during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc. There will be no cost to the Contractor and initial set up and training will be offered by the City of Oxnard once the contract is awarded.

4000-15 *DOG PARK*

Contractor will work with Project Manager or his or her representative to schedule a regular closure day and time for dog park maintenance.

SECTION 5000. *LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET*

5000-1 *INSTRUCTIONS FOR USE.*

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 *CHEMICALS AND FERTILIZERS.*

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 *WEATHER.*

Chemical types and applications must be applied based upon the weather conditions.

5000-4 *INSECT, DISEASE AND NUTRIENT PROBLEMS.*

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 *EXTRA VISITS.*

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 *NUTRIENTS.*

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

5000-7 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

Exhibit D

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 3

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X
Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X
Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X
Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X
Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X
Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Irrigation		Frequency	Level of Service				
			A	B	C	D	F
Inspect and adjust/repair as needed		Daily	X				
		Every two weeks		X			
		Every Third week			X		
		Quarterly				X	
		Respond to complaints					X
Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly	X					
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly		X				
	Trim as needed to prevent encroachments or hazards			X	X		
	Report encroachments or hazards					X	

WAGON WHEEL DISTRICTS' SITE MAP
(Copies are available for purchase at CyberCopy in Ventura)

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X
Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X
Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X
Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X
Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X
Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Irrigation		Frequency	Level of Service				
			A	B	C	D	F
Inspect and adjust/repair as needed		Daily	X				
		Every two weeks		X			
		Every Third week			X		
		Quarterly				X	
		Respond to complaints					X
Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X



www.FinanceDTA.com

EXHIBIT E

City of Oxnard
300 West 3rd Street
Oxnard, CA 93030

Dated: September 3, 2020

RE: Intent to Levy Special Taxes for Fiscal Year 2019-20

Dear Ms. Cooper or Authorized Representative,

DTA has been retained by the California Statewide Communities Development Authority ("CSCDA") as the administrative consultant for Community Facilities District ("CFD") No. 2018-01 (Wagon Wheel) located in the City of Oxnard (the "City") and is sending you this letter in that capacity. You are receiving this letter because you have been identified as an authorized representative for the City ("Authorized Representative") and DTA requires confirmation from you to levy special taxes for fiscal year ("FY") 2019-20. The following table identifies the FY 2019-20 maximum CFD special taxes applicable for the City:

District Name	Applicable CFD Special Tax City of Oxnard	Maximum Special Tax FY 2019-20
CSCDA CFD No. 2018-01 (Wagon Wheel)	Wagon Wheel Services Special Tax	\$726 per Dwelling Unit \$243 per Apartment Unit \$12,601 per Undeveloped Acre

It is important that DTA receive email confirmation that the City intends to levy special taxes for the upcoming fiscal year. Please complete the table below and send to DTA, a copy of this letter with the completed table below.

District Name	Intend to Levy Special Taxes for FY 2019-20	Total Required Special Tax FY 2019-20 - Estimated
CSCDA CFD No. 2018-01 (Wagon Wheel)	[YES] [NO]	
Authorized Signature		Date
Full Name		

Please do not hesitate to contact me at (800) 969-4382 if you have any questions.

Sincerely,

Nathan D. Perez, Managing Director

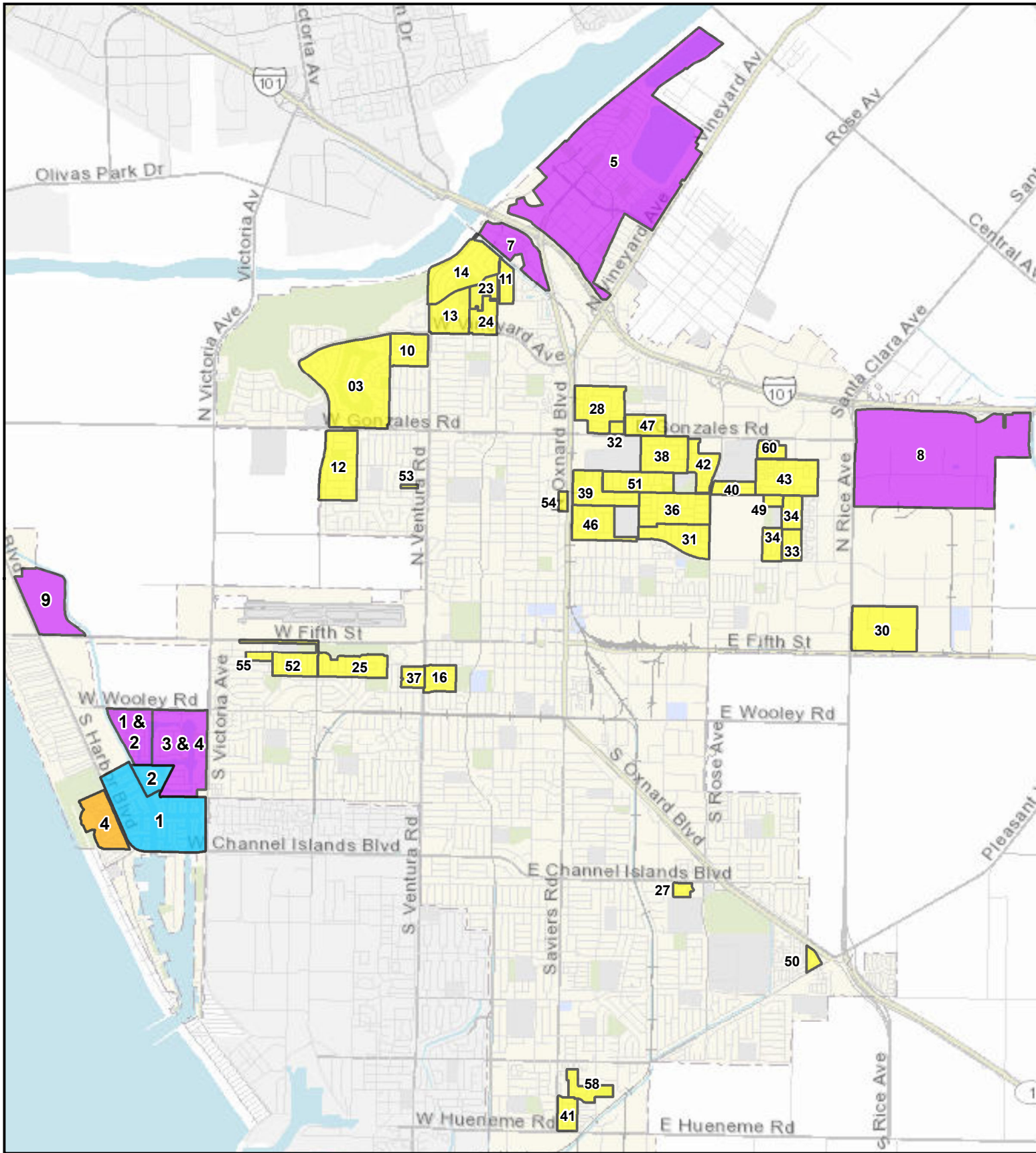
EXHIBIT F
Wagon Wheel Forecast Annual Maintenance Cost
Fiscal Year _____

Item	City CFD Obligation and Maintenance	Master HOA (note 1) and Maintenance	City Maintenance and Inspection	Sub Assoc HOA
LANDSCAPE				
Roadway Parkway & Medians				
Oxnard Blvd/WW Entrance				
Ventura Road/WW Entrance				
Lot A Park				
Lot B Park				
Lot C Park				
MUP Undercrossing				
MUP/Exercise Eqmt				
Caltrans Edge				
Reserve (not incl MUP underx)				
Total (2)				
Park & Ride				
50 spaces and Kiosks Maint				
Reserve				
Structures				
Lot 16 and 17 MUP Walls Reserve				
MUP Undercrossing Reserve				
STORM DRAIN UNITS				
Labor Crew & Equipment				
Disposal				
units and filter replacments				
FLOOD PROTECTION				
Annual Flood Wall Maintenance/ Inspection				
Annual Material Replacement / Labor				
Five Year Certification & FEMA Report				
Walls and Gate Reserve				
SOUND WALLS & INT LANDSCAPE				
Caltrans Edge				
Oxnard Blvd Edge				
UPRR Edge				
Interior Landscape/Amenities				
Speical Districts Admin Costs				
Administrative				
Monthly Site Inspections				
Budget Administration				
Total Annual Budget				

TOTAL Reimbursement Request February 2023

	Description	Total \$
1	Enhanced Landscape WAH-0560 (Landscape Maintenance - All CFD Areas)	\$85,943.50
2	Kastle Kare WAH-0902 (Gopher Maintenance - Parks and Parkways)	\$750.00
3	Oakridge Landscape WAF-0463 (Spur Rd. Palm Maintenance)	\$0.00
4	Oakridge Landscape WAH-0406 (Spine Tree Trimming)	\$9,225.00
6	Oakridge Landscape WAH-0431 (Spine Phase 1 and 2 Replanting/Irrigation Service)	\$21,917.00
7	Oakridge Landscape WAH-0734 (Spine Phase 2 Replanting)	\$5,260.00
8	Storm Water Resources WAH-0706 (Storm Drain Services - Lot 8/Oxford FLats)	\$1,520.00
9	Storm Water Resources WAH-0707 (Storm Drain Services - Lot 9/Park Place)	\$2,120.00
10	Storm Water Resources Lot 15 (Storm Drain Services)	\$18,740.00
11	Combined Utilities (Electric and Water)	\$9,322.78
	TOTAL	\$154,798.28

CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Budget Appropriation for Fiscal Year 2022-23 for Community Facilities District Number 7, Wagon Wheel.

Finance and Governance Committee
May 23, 2023

Anthony Miller
Project Manager

That the Finance and Governance Committee recommend that the City Council approve a Fiscal Year 2022-23 budget appropriation from the available fund balance in the amount of \$100,399 to the Special Districts Fund (120) for reimbursement of Fiscal Year 2022-23 authorized Developer reimbursements from the Wagon Wheel Community Facilities District.

- On October 6, 2020, the City of Oxnard (the “City”) and Oakwood Communities LLC (“Developer”) on behalf of the Wagon Wheel Master Association entered into a Reimbursement Agreement (A-8239) to fund the maintenance of Community Facility District (“CFD”) areas of responsibility via the Master Homeowners Association (“HOA”).
- The Developer was obligated to fund maintenance expenses for CFD areas for 24 months beginning with the term of the Reimbursement Agreement

- As of February 2023, the Developer has submitted it's first Reimbursement Request for maintenance expenses incurred within CFD areas.
- During the creation of the Fiscal Year 2022-2023 budget, forecasted maintenance expenses, which would include this Developer reimbursement, were not received from the Master HOA.
- Reimbursements were not included in the FY 2022-23 budget for Fund 120.

- City staff has been working closely with the Developer and Master HOA to verify maintenance expenses on behalf of the Master HOA performed between October 2020, and June 2022.
- In accordance with Section 2. of the Reimbursement Agreement, the Master HOA is responsible for submitting forecasted annual maintenance expenses for CFD areas which the Master HOA maintains on behalf of the CFD.
- The Master HOA was not able to provide an annual financial statement for FY 2022-23, due to the novelty of the process and the HOAs unfamiliarity with it, City staff did not have sufficient information to update the FY 2022-23 budget line item.

- In order to encapsulate the expenses within the proper fiscal year, based upon when they occurred, the reimbursement process will require a budget appropriation to fund the expenses incurred between October 2020 and June 2022.
- An existing \$54,400.00 carried over from the previous fiscal year for maintenance reimbursements will be applied to this request.
- The following table illustrates the requested appropriation of existing fund balance for this request.

Item Description	Amount
Developer Maintenance Reimbursement Request October 6, 2020 to June 30, 2022	\$154,798.28
Current FY 2022-23 Wagon Wheel Budget for Maintenance Reimbursement	(\$54,400.00)
Remaining Maintenance Reimbursement after Current FY Budget is Applied	\$100,398.28

Total Appropriation Request	\$100,399.00
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- There will be no impact to the General Fund. This additional budget appropriation will be entirely funded from the existing fund balance within the Special Districts Fund.



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: May 23, 2023

TO: Finance & Governance Committee

FROM: Helen Miller, Chief Information Officer, (805)385-7446, helen.miller@oxnard.org

SUBJECT: Renewal of Purchase Order 8022 with CompuWave, Inc. for the Purchase of Information Technology Goods and Services. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to renew Purchase Order 8022 for information technology goods and services with CompuWave, Inc., pursuant to a piggyback agreement from the County of Ventura Contract No. 8926, for an additional two-year term expiring June 30, 2025, and increasing the not to exceed amount from \$1,600,000 to \$2,600,000.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/KcP2fVZ5Uxo>

BACKGROUND

The Information Technology (IT) Department replaces outdated computer hardware throughout City facilities. Obsolete computer equipment introduces cybersecurity risk and also decreases staff productivity because older equipment (e.g., personal computers, laptops, servers, storage) functions suboptimally and is incompatible with currently marketed technology solutions. The industry standard for computer equipment replacement is typically three years for personal computers (PCs) and three to five years for equipment such as servers and storage. The City has approximately 1,550 desktop and laptop computers, of which the oldest are between 6 and 9 years old.

Beginning with fiscal year 2021-22, the IT department adopted a five-year replacement schedule for desktop computers rather than retain the three-year schedule that was adopted by the City in 2005. The three-year schedule has consistently been a challenge to implement due to the lack of a dedicated City hardware replacement fund and adequate IT staffing to execute upon a citywide ongoing three-year replacement cycle program. Prior to July 2021, the oldest age of the City's desktop computers was approximately 7 to 12 years old. Since the Council's approval of the initial purchase order 8022 with CompuWave in June 2021 and adding two additional years to the replacement cycle, staff has decreased to an average age of 4.9 years as of April 2023, an improvement ranging from 43-145%. This accomplishment can only be maintained by adhering to the new five year PC replacement schedule with adequate annual funding for equipment and staffing within the IT department, and partnering with a vendor to support the City's needs efficiently and at the best cost possible.

DISCUSSION

For more than ten years, the City has been using the joint purchase agreement between CompuWave and the County of Ventura Master Agreement to purchase IT equipment such as desktop computers, servers, storage, and related peripherals. The County last renewed this agreement on November 8, 2022 for another 3 year period ending October 31, 2025. The City currently has approximately 1,550 desktop and laptop computers, 90 servers and 35 storage devices that must be maintained and replaced as needed. Growth in staff also necessitates the purchase of new computers and related hardware. IT staff continuously checks pricing from various sources, and in most instances CompuWave provides pricing on the order of approximately ten percent less than other vendors who actively participate in State or national buying agreements. CompuWave delivers quality equipment and also provides services such as pre-installing the City's standard software configurations and applying asset tags prior to delivering the machines to the City for minimal additional cost. Furthermore, CompuWave also provides short-term warehousing and storage services at no cost and delivers a specific number of computers as requested by IT staff to minimize the need for on-site storage space.

Since the last Council approval on June 1, 2021, the general cost of computer hardware has increased substantially. There are numerous reasons for this increase, such as chip manufacturer shortages, rising energy costs, and increasing freight costs. Also, the PCs being purchased today contain faster processors and additional memory to work well with data-centric modern office applications that rely on more device memory to support employees' multitasking versus the legacy 'dumb' terminal access and internet browsing of the past. Over the last two years, the average cost of an enterprise-grade desktop computer has increased from \$850 to \$1,430 (+68%). Similarly, a laptop computer's average cost has increased from \$1,600 to \$2,330 (+46%). A monitor's cost increased from \$160 to \$208 (+30%). In summary, the combined effect of replacing the City's aging equipment, equipment price increases, and the City's increased demand for computer hardware because of employee growth resulted in expenditures that were 168% higher in FY 21-22 than in the prior FY 20-21 (\$905k vs \$337k). By the completion of the current two-year term of purchase order 8022 in June 2023, the City expects to spend approximately \$1.4 million with CompuWave for the purchase of desktop computers, laptops, peripherals, servers, storage and related equipment and services.

TABLE 1 – History of expenditures with CompuWave, FY 2018/29 through FY 2022/23

Description	Amount Spent
FY 2018-19	\$167,235
FY 2019-20	\$263,706
FY 2020-21	\$337,243
FY 2021-22	\$905,949
FY 2022-23	* \$472,611
Total 5 year expenditure with CompuWave	\$2,146,744

* Actual amount of \$422,611 as of April 30, 2023, plus an estimate of \$50,000 by end of FY 22-23

The current Council-approved Purchase Order 8022 applies only to the purchases made during FY 2021-22 and 2022-23. FY 2021-22 was a significant catch-up year; the existing P.O. allowed IT to order a large amount of computers that year, which is why the expenditure in FY 2021-22 was exceptionally high. Of the \$1.6 million authorized in FY 2021-22 and 2022-23, \$1,378,560 was used for the upgrading of end-of-life desktop workstations and related hardware or software needs such as monitors, docking stations and productivity software, as well as to accommodate the purchase of new equipment as needed by City departments.

The IT Department would like to continue using CompuWave for sourcing the City's hardware, software, and service needs and is requesting that blanket purchase order 8022 be increased by \$1,000,000 for a new not to

exceed total PO amount of \$2,600,000 with the addition of a two year extension from July 1, 2023, through June 30, 2025. As in the previous two years, the full amount of the spending authorization is an estimate and may not be fully used; however, the total is based upon the City's expected annual replacement needs as well as to allow for anticipated City departments' growth and unexpected purchases in times of crisis.

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

This blanket purchase order will not require additional expenditures above those approved in the adopted budget. Items purchased will be charged according to authorized budget appropriations in the Information Technology Fund.

Prepared by: Gary Krumian, Programmer Analyst, Helen Miller, Chief Information Officer

ATTACHMENTS

1. PO 8022 Compuwave
2. County of Ventura Piggyback Agreement
3. Presentation - FGC CompuWave May 23, 2023



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

**PURCHASE
ORDER NO.
008022**

DATE: 3/11/2021

VENDOR PHONE: (805)650-8808
VENDOR FAX: (805)650-9644
VENDOR #: 1214
VENDOR ADDRESS: COMPUWAVE
1839 KNOLL DRIVE
VENTURA, CA 93003

SHIP TO: INFORMATION SYSTEMS
300 W. THIRD ST,
SUITE 200
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
03/10/2021		0000005347	03/10/2021	BOB LANDMAN, GENERAL MANA	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		73173018528209		DANIEL WILLHITE	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	BLANKET PO FOR COMPUTER REPLACEMENT		
1.00 / DL		1.0000	1.00

TOTAL PURCHASE AMOUNT

\$1.00

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

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

AUTHORIZED SIGNATURE.


John C. Zaragoza, Mayor

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.

C O N T R A C T

This Contract entered into this 4th day of November, 2022, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and BMAK dba Compuwave, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services for the County, with or without the furnishing of materials hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will provide commodities and may perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by

Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **RESPONSIBILITY OF CONTRACTOR**

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements.

Contractor will be held fully responsible for performance of any subcontractors.

5. **WARRANTIES**

Contractor shall warrant and represent that:

- a. It's work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. There exists no actual or potential conflict of interest concerning the services to be performed under this agreement. Contractor represents that performance under this agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.

6. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

7. **TERM**

This Contract will be in effect from November 1, 2022 through October 31, 2025 subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

8. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

9. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

10. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

11. **INSURANCE PROVISIONS**

- A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.

3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

13. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Maria Moreno or his/her authorized representative.

16. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the

amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

17. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

18. **FORCE MAJEURE**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of the causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

20. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR: BMAK dba Compuwave
1839 Knoll Drive
Ventura, CA 93003

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract along with the following documents, which are incorporated into this agreement by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract.

This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

1. This Agreement
2. County of Ventura RFP #6038

19. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

20. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

21. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

22. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

23. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

24. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

Rory Aronsky
Authorized Signature

Rory Aronsky
Printed Name

Buyer
Title

November 8, 2022
Date

BMAK DBA COMPUWAVE

Authorized Signature

Printed Name

Title

Date

Tax Identification Number

Secretary of State Entity Number

BMAK DBA COMPUWAVE

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

Rory Aronsky

Authorized Signature

Rory Aronsky

Printed Name

Buyer

Title

November 9, 2022

Date

BMAK DBA COMPUWAVE

David Herzog

Authorized Signature

David Herzog

Printed Name

Vice President

Title

November 9, 2022

Date

80-0068053

Tax Identification Number

C2569265

Secretary of State Entity Number

BMAK DBA COMPUWAVE

Mohan Asnani

Authorized Signature

MOHAN ASNANI

Printed Name

CEO

Title

November 9, 2022

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

EXHIBIT "A"

CONTRACTORS RESPONSIBILITY

Provide all necessary labor, supervision, materials, and supplies to provide Personal Computers, Peripherals, and Related Services specified in the manner and time therein prescribed. The cost of all labor, supervision, materials, and supplies for providing the services, even though not shown or specified, shall be included in the percentage markup for the various brands and categories, Exhibit B.

COMPENSATION SCHEDULE

Payment terms are Net 30 Days upon receipt of invoice, in arrears for services rendered. The cost plus margin will be the only amount paid for products provided under this contract. All associated costs (labor, supervision, materials, freight, etc.) are included in the percentage markup/margin. Margins shall remain firm for the term of the contract.

Exhibit B

HEWLETT PACKARD	Proposed Markup %	Standard Warranty
Category		
PC's	4	3 year next business day on-site
Laptops	4	1 or 3 years standard, upgrade options available
Tablets	4	1 or 3 years standard, upgrade options available
Monitors	4	3 year replacement warranty
Printers/Scanners	4	1 year warranty standard
Networking Components	4	Limited Lifetime parts, 5 year labor
Servers	4	3 year next business day on-site
Supplies	4	1 year standard warranty

DELL	Proposed Markup %	Standard Warranty
Category		
PC's	4	3 year next business day on-site
Laptops,	4	3 year standard warranty
Tablets	4	3 year standard warranty
Monitors	4	3 year standard warranty
Printers/Scanners	N/A	Dell no longer offers this product line
Servers	4	3 year next business day on-site
Networking Components	4	5 year standard warranty
Supplies	4	1 year standard warranty

LENOVO	Proposed Markup %	Standard Warranty
Category		
Laptops,	4	1-3 year standard, upgrade options available
PC's	4	3 year next business day on-site
Tablets	4	1 or 3 year standard, upgrade options available
Monitors	4	3 year standard warranty
Accessories	4	1 year standard warranty

SONY	Proposed Markup %	Standard Warranty
Category		
Laptops	N/A	Sony no longer offers this product line

TOSHIBA	Proposed Markup %	Standard Warranty
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Category		
Laptops	N/A	Toshiba no longer offers this product line

VIEWSONIC	Proposed Markup %	Standard Warranty
Category		
Monitors	6	3 year warranty standard, exchange

NEC	Proposed Markup %	Standard Warranty
Category		
Monitors	6	3 year warranty standard, exchange

XEROX	Proposed Markup %	Standard Warranty
Category		
Printers	6	1 year standard warranty

EPSON	Proposed Markup %	Standard Warranty
Category		
Printers	6	2 year warranty w/product registration
Scanners	6	3 year standard warranty

CANON	Proposed Markup %	Standard Warranty
Category		
Printer	7	1 year standard warranty

OKIDATA	Proposed Markup %	Standard Warranty
Category		
Printers	7	1 year standard warranty

FUJITSU	Proposed Markup %	Standard Warranty
Category		
Scanners	6	1 year standard warranty

KINGSTON	Proposed Markup %	Standard Warranty
Category		
Memory	9	Limited lifetime warranty

AMERICAN POWER CONVERSION	Proposed Markup %	Standard Warranty
Category		

Uninterruptible Power Supplies (UPS)	7	3 year standard warranty
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BELKIN	Proposed Markup %	Standard Warranty
Category		
Cables	9	Limited lifetime warranty
Surge Protectors	9	Limited lifetime warranty

TRIPP LITE	Proposed Markup %	Standard Warranty
Category		
Surge Protectors	9	Limited lifetime warranty

LOGITECH	Proposed Markup %	Standard Warranty
Category		
Mouse	9	3 year warranty
Keyboard	9	3 year warranty
Headsets	9	2 year warranty

MICROSOFT	Proposed Markup %	Standard Warranty
Category		
Mouse	9	1 year warranty
Keyboards	9	1 year warranty
Tablets	6	1 year warranty standard, upgrade options
Laptops	6	1 year warranty standard, upgrade options

PLANTRONICS	Proposed Markup %	Standard Warranty
Category		
Telephone Headsets	9	1 year warranty

Miscellaneous purchases from other than listed manufacturers shall be provided at cost plus 9%. Miscellaneous software purchases, other than those on special licensing agreements, will be provided at cost plus 9%. Any Apple product may be purchased at cost plus 4%.

Asset tag affixing fee	\$0	per	System
Asset Management	\$0	per	System
Imaging	\$25.00	per	System
On-Site delivery only	\$0	per	System
On-Site set-up/un-boxing	\$0	per	System
Software installation	\$25.00	per	System, unlimited applications

Purchase Order 8022 Renewal with CompuWave, Inc. for purchase of technology goods and services

Finance & Governance Committee

May 23, 2023

Helen Miller, CIO

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to extend Purchase Order 8022 for information technology goods and services with CompuWave, Inc. for an additional two-year term expiring June 30, 2025, and increasing the not to exceed amount from \$1,600,000 to \$2,600,000.

- IT Department supports and manages the replacement of approximately 1,550 computers throughout the City
- Obsolete computer equipment introduces cybersecurity risk and decreases staff productivity
- Industry standard for personal computers is 3 years; hardware such as servers, storage is 3 to 5 years
- Prior to Council's approval of PO 8022 in July 2021, age of oldest City PCs were 7-12 years
- In past two years, City achieved an average PC age of 4.9 years

- The County of Ventura has maintained a purchase agreement with CompuWave for several years and the City has piggy-backed on this agreement for over a decade
- IT Department staff continuously checks pricing from various sources to ensure competitive pricing
- CompuWave's prices are consistently advantageous to the City – with savings averaging 10%, and vendor also provides value-added services such as warehousing and imaging services for no or minimal additional cost

Over the past five years, City has annually purchased an average of \$430,000 of computer hardware and services from CompuWave

FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
\$167,235	\$263,706	\$337,243	\$905,949	\$472,611*

Increase in FY21-22 spending due to:

- Authorization of Council (June 1, 2021) to aggressively replace the oldest and most obsolete computer hardware
- Increase in the costs of computer and related equipment
- Standardization of computers with higher level specs to account for the need to run modern office data-centric applications and processes

- Staff is requesting that blanket PO #8022 be increased by \$1,000,000 for a new not to exceed total PO amount of \$2,600,000 with the addition of a two year extension from July 1, 2023 through June 30, 2025
- This amount will allow for scheduled replacements and new or unexpected purchases as needed
- This purchase order will not require additional expenditures above those approved in the adopted budget. Items purchased will be charged to authorized appropriations in the Information Technology department

That the Finance and Governance Committee recommend that the City Council approve and authorize the Mayor to extend Purchase Order 8022 for information technology goods and services with CompuWave, Inc. for an additional two-year term expiring June 30, 2025, and increasing the not to exceed amount from \$1,600,000 to \$2,600,000.



QUESTIONS



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.5

DATE: May 23, 2023

TO: Finance & Governance Committee

FROM: Mark Sewell, Assistant Chief Financial Officer, 805-385-7851, Mark.Sewell@oxnard.org

SUBJECT: Public Safety Property Tax Assessment FY 2023-24. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee review and recommend to City Council the adoption of a resolution establishing the FY 2023-24 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/nVV7c0BhqQw>

BACKGROUND

A special municipal election held on October 23, 1951, authorized the City to enroll its Fire and Police Safety employees in the California State Employees' Retirement System (later renamed the California Public Employees' Retirement System or CalPERS), and obligated the City to pay the annual costs of participation in the retirement system. Each year, the City Council adopts a resolution establishing the annual tax rate on property in the City of Oxnard for the payment of voter-approved obligations, which is exempt from the one percent (1%) tax limitation established by Proposition 13. This tax is sometimes referred to as the "Carman Override" based upon the 1982 California Supreme Court case *Carman v. Alvord* in which the Court ruled that voter approved pension costs constituted debt that could be supported by a tax levy in excess of the 1% maximum allowed by Proposition 13. Only 24 out of 482 cities in California have access to this property tax override.

The City has two taxing districts, District I and District IV. District IV consists of property that in December 1969 was annexed to the City, but not into District I and accounts for less than one quarter of one percent of the City's property tax base. The City's tax rate for the voter-approved obligations only applies to District I. All future annexations into the City now also require annexation into District I, such that any future annexed area would be subject to tax levy for voter-approved indebtedness.

A 2002 court case in the City of Huntington Beach limited costs covered by the public safety property tax to the pension benefits in effect when Proposition 13 became effective - July 1, 1978. Costs for increased benefits granted after July 1, 1978, are excluded from the tax calculation.

The City engaged Foster & Foster, Inc., to complete an actuarial analysis and estimate the eligible CalPERS costs for FY 2023-24. Their analysis determined the eligible CalPERS costs related to Police and Fire employees' salaries that can be paid from the proceeds of the public safety property tax assessment for FY

2023-24 are an estimated \$17,447,047. Total public safety retirement costs for FY 2023-24 are estimated at \$26,168,094.

The tax rate is calculated each year based on forecast expenditures, the available fund balance that can be utilized and the forecasted assessed property values. As a result of a City-initiated audit, the County Tax Collector began applying the Public Safety Property Tax Assessment to RDA and Unitary properties beginning in FY 2020-21. This resulted in an excess available fund balance which was utilized in FY 2022-23 to lower the required assessment and corresponding tax rate. The levy on these properties will continue to help lower the assessment on remaining properties going forward.

The estimated surplus fund balance for the Public Safety Retirement Fund (Fund 119) at June 30, 2023 is \$2,855,822, which will be credited against the required revenue in FY 2023-24 to produce a new net tax rate, calculated as follows:

Beginning fund balance (Fund 119) at July 1, 2022	\$ 6,982,829
Plus: estimated revenue received through June 30, 2023	11,052,589
Less: estimated expenditures through June 30, 2023	<u>(15,179,596)</u>
Total estimated ending fund balance at June 30, 2023	\$ 2,855,822
Forecasted eligible public safety expenditures for FY 2023-24	\$17,447,047
Less: estimated fund balance at June 30, 2023	<u>(2,855,822)</u>
Total assessment for FY 2023-24	\$14,591,225
Less: estimated Unitary tax contribution	2,841,500
Total amount assessed on Oxnard property base for FY 2023-24	\$11,749,726

Based upon projected taxable assessed value (AV) for FY 2023-24 of \$25,682,396,129, and projected contributions of \$2,841,500 from state-allocated unitary tax payments, the total tax rate required to generate \$14,591,225 to contribute toward eligible Police and Fire retirement costs is \$0.045750 per \$100 of assessed value (AV). As an example, for every \$100,000 in assessed value, a property owner will pay \$45.75. The maximum allowable tax rate for the Public Safety Pension Tax is \$0.076637 per \$100 of AV, which would result in a payment of \$76.64 for every \$100,000 of AV. The average assessed rate for the previous 5 years is \$0.054213 per \$100 of AV or \$54.21 per \$100,000 of AV.

The FY2023-24 proposed rate of \$0.045750 per \$100 is 15.6% lower than the average rate over the previous 5 years. However, this tax rate is higher than last year's rate of \$0.029095 per \$100 of AV. Last year's rate was much lower to a one-time adjustment related to inclusion of unitary properties. Without the one-time adjustment, last year's rate would have been approximately \$0.49286 per \$100 of AV, which is commensurate with the proposed FY2023-24 rate of \$0.045750 per \$100 of AV.

The proposed budget for FY 2023-24 includes approximately 147 fire positions and 240 police positions covered under the voter approved authorization.

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 estimated retirement cost for FY 2023-24 for 387 public safety employees is \$26.2 million, of which \$17.4 million is the amount eligible to be levied through the Public Safety Tax assessment. After accounting for the estimated \$2.9 million surplus fund balance at the end of June, 2023 for the Public Safety Retirement Fund, the net amount assessed or levied for FY 2023-24 is \$14.6 million, of which, \$2.8 million is estimated to be collected through unitary taxes, resulting in a net tax rate of \$0.045750 per \$100 of AV. The remaining public safety retirement cost of \$8.7 million is budgeted in other operating funds for FY 2023-24, primarily the General Fund.

Prepared by: Jim Costello, Financial Analyst III

ATTACHMENTS

1. Resolution - FY 2023-24 Property Tax Rate
2. FY 23-24 Public Safety Property Tax Assessment Presentation.v2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING THE FISCAL YEAR 2023-24 PROPERTY TAX RATE
FOR VOTER APPROVED OBLIGATIONS

WHEREAS, Section 2237.2 of the Revenue and Taxation Code requires that within 90 days of the end of the fiscal year, the City report to the County Controller the tax rate and total revenues expected to be generated in the current fiscal year for voter approved obligations; and

WHEREAS, the City's adopted budget for the Fiscal Year 2023-24 appropriates monies required to pay voter approved obligations of the City; and

WHEREAS, the total assessed valuation for Fiscal Year 2023-24 was estimated based on Ventura County Auditor-Controller provided assessed valuation of City tax districts for tax rate purposes.

NOW, THEREFORE, the City Council of the City of Oxnard hereby determines and resolves that the following amounts of revenue from property taxes are required for the current fiscal year to pay the City's obligation for public safety retirement expenditures:

Total Property Taxes from Required FY 2023-24 Tax Rates on	
Projected Secured and Unsecured Assessed Values	<u>\$14,591,225</u>

The City Council of the City of Oxnard further resolves that for the purpose of raising such revenue the rates of taxation for the different portions of the City are hereby fixed and taxes are hereby levied on the taxable property in the City for the fiscal year beginning July 1, 2023, in the number of dollars upon each one hundred dollars of the assessed value of the property as assessed by the County Assessor and equalized by the Board of Equalization of the County of Ventura as set forth in the following table. The taxes levied upon property in each portion of the City hereinafter described and designated by a tax district number is at the rate set in the column headed by the tax district number which is prefixed to the description of such portion of the City as hereinafter stated.

TAX DISTRICT I

All territory included within the boundaries of the City, as originally incorporated, and all territory annexed to the City by action of the City Council by annexation proceedings, excepting there-from Annexation No. 69-9.

TAX DISTRICT IV

All territory annexed to the City by action of the City Council as described in Ordinance No. 1255, adopted November 12, 1969, to become effective December 12, 1969, known and referred to Annexation No. 69-9 (Rancho La Ribera).

	DISTRICT I	DISTRICT IV
Public Safety Retirement Fund		
Tax Rate Required (Per \$100 Assessed Value)	0.045750	-0-
Total Tax District Tax Rates		
(Per \$100 Assessed Value)	0.045750	-0-

The City Council of the City of Oxnard further resolves that the foregoing tax rate is determined to be necessary to provide revenues required for the stated purpose during the period specified; that the City Council does hereby levy this sum on the property in such tax districts for Fiscal Year 2023-24; that in accordance with Government Code Section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in the newspaper within 15 days after adoption; and that the City Clerk is instructed to transmit immediately to the County Auditor a certified copy of this resolution.

PASSED AND ADOPTED this _____ day of June, 2023, 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

Public Safety Property Tax Assessment for FY 2023-24 (Carman Override)

Annual resolution setting the tax rate on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses

Finance and Governance Committee Meeting

Denise Olson, Interim Chief Financial Officer
May 23, 2023

That the Finance and Governance Committee review and recommend to City Council the adoption of a resolution establishing the Fiscal Year 2023-24 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses

- Public safety pension cost obligation authorized by voters in 1951
- Applies only to public safety pension benefits that were in effect on July 1, 1978
- Capped at the rate that was in effect in 1983-84 (\$0.076637 per \$100 of assessed value)
- Third-party actuarial analysis performed annually to determine eligible costs
- The proposed budget for FY 2023-24 includes approximately 147 fire positions and 240 police positions
- Total estimated public safety CalPERS retirement costs for FY2023-24 are \$26,168,094
- Estimated eligible public safety CalPERS retirement costs: \$17,447,047

Factors used in determining required tax rate

Total projected assessed property value for FY2023-24	\$25,682,396,129
Total projected eligible expenses for FY2023-34	\$17,447,047
Less: Projected ending available fund balance (fund 119)	\$2,855,822
Total revenue required from assessments	\$14,591,225
Less: Projected revenue from unitary properties (<i>See next slide</i>)	\$2,841,500
Revenue required from assessed properties	\$11,749,726
Tax rate needed to meet required revenue	\$0.045750 per \$100

Revenue required from assessed properties/projected assessed property value = tax rate

- Unitary property is property owned by railroads and utilities taxed at the state level and allocated back to the cities and counties. The City began receiving Public Safety Pension tax payments on unitary property in FY2020-21.
- The proposed rate for FY 2023-24 is lower than the 1983-84 Capped rate (\$0.076637 per \$100 of assessed value).
- The proposed rate for FY2023-24 is 12.2% lower than the average rate over the previous 5 years.

That the Finance and Governance Committee review and recommend to City Council the adoption of a resolution establishing the Fiscal Year 2023-24 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses.





FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.6

DATE: May 23, 2023

TO: Finance & Governance Committee

FROM: Mark Sewell, Assistant Chief Financial Officer, 805-385-7851, Mark.Sewell@oxnard.org

SUBJECT: Annual Delegation of Investment Authority. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend the City Council adopt a resolution delegating investment authority to the City Treasurer for FY 2023-24.

BACKGROUND

Government Code section 53607 authorizes the City Council to delegate its authority to invest or to reinvest City funds, or to sell or exchange securities so purchased, for a one-year period to the City Treasurer. The Council may also renew this delegation of authority each year. On September 15, 1992, the City Council adopted Resolution No. 10,455, delegating to the City Treasurer the authority to invest and to reinvest surplus City funds in short-term public investments and securities. The attached resolution renews the City Treasurer's investment authority pursuant to Resolution No. 10,455 and Government Code section 53607.

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.

Prepared by: Denise Olson, Interim Chief Financial Officer

ATTACHMENTS

1. Resolution - FY 23-24 Annual Delegation of Investment Authority

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DELEGATING INVESTMENT AUTHORITY TO THE CITY TREASURER**

WHEREAS, on September 15, 1992, the City Council adopted Resolution No. 10,455, delegating to the City Treasurer the authority to invest and reinvest City funds; and

WHEREAS, effective January 1, 1997, Government Code section 53607 was amended to provide the authority of the City Council to invest or to reinvest City funds, or to sell or exchange securities so purchased, may be delegated for a one-year period by the Council to the City Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires; and

WHEREAS, it remains the intention of the City Council to delegate such authority to the City Treasurer.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to delegate to the City Treasurer the authority to invest and to reinvest City funds, and to sell and exchange securities so purchased, thereby reaffirming such delegation of authority contained in Resolution No. 10,455, for a one-year period.

PASSED AND ADOPTED this 20th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

John C. Zaragoza, Mayor

ATTESTED:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.7

DATE: May 23, 2023

TO: Finance & Governance Committee

FROM: Mark Sewell, Assistant Chief Financial Officer, 805-385-7851, Mark.Sewell@oxnard.org

SUBJECT: Recommend City Council authorize a Resolution Declaring the Intent of the City to be Reimbursed from Potential Bond Proceeds for Expenditures Made Towards Street and Alleyway Improvements. (10 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend the City Council approve and authorize a resolution declaring the intent of the City to be reimbursed for certain capital expenditures from the proceeds of indebtedness.

Presentation will be live on Consultant's request.

BACKGROUND

On October 18, 2022, City Council and the Board of Directors of the City of Oxnard Financing Authority approved the issuance of not to exceed \$36 million Lease Revenue Bonds, Series 2022A to finance street improvements and \$9 million Lease Revenue Bonds, Series B (together, the "Bonds") to finance the implementation of Phases 3 and 4 of the City's ERP Project.

City staff were working with the City's municipal financial advisors, special legal counsel, and underwriters to structure and sell the Bonds. However, the timing of the issuance of the Bonds has been delayed due to the latest Aaron Starr lawsuit. In order to avoid delays in the construction of the street improvements and ERP implementation, City staff propose to use cash reserves in the General Fund and Measure O to cover the cost of those projects until the Bonds can be issued. Accordingly, City staff propose this reimbursement resolution so that the City's General Fund may be reimbursed for tax-exempt street improvement costs that are incurred prior to the issuance of the Bonds; the ERP Bonds, which would be taxable, require no such resolution for reimbursement.

In order for the reimbursement of previously expended project costs from Bond proceeds to be compliant with the IRS requirements, the City is required to adopt a resolution declaring its intention to be reimbursed within 60 days of when the costs were paid by the City.

While adopting the reimbursement resolution demonstrates the City's intent to borrow funds and preserves the option for the City to be reimbursed in the future, adopting the reimbursement resolution does not directly obligate the City to issue the Bonds. If Bonds are issued, this resolution does not obligate the City to reimburse the General Fund for costs that may be incurred before the Bonds are issued.

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

This reimbursement resolution does not directly obligate the City to incur a financial liability and is not expected to have any direct financial impact on the City.

Prepared by: NHA Advisors, LLC

ATTACHMENTS

1. Oxnard Streets Reimbursement - Resolution
2. Oxnard Street Improvements Reimbursement Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF OXNARD DECLARING THE INTENT OF THE CITY TO
BE REIMBURSED FOR CERTAIN CAPITAL
EXPENDITURES FROM THE PROCEEDS OF
INDEBTEDNESS**

WHEREAS, the City of Oxnard (the "City") intends to finance certain street improvement projects throughout the City (the "Project"); and

WHEREAS, the City will pay certain Capital Expenditures in connection with the Project (the "Street Improvement Expenditures") prior to the issuance of one or more series of tax-exempt obligations in the expected approximate principal amount of \$36 million (the "Street Improvement Indebtedness") for the purpose of financing costs associated with the Project; and

WHEREAS, the City reasonably expects that certain of the proceeds of the Street Improvement Indebtedness will be used to reimburse the City for the Street Improvement Expenditures; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the City to declare its official intent to be reimbursed for prior Capital Expenditures made for the Project with proceeds of a subsequent borrowing.

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

Section 1. The City finds and determines that the foregoing recitals are true and correct.

Section 2. This declaration is made solely for purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations, and does not bind the City to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. The City declares its official intent to use proceeds of the Street Improvement Indebtedness to reimburse itself for Street Improvement Expenditures made on or after the date which is no more than 60 days prior to the date of adoption of this Resolution.

Section 4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Street Improvement Indebtedness to reimburse itself for the Street Improvement Expenditures, in accordance with applicable federal law, including Section 1.150-2 of the Treasury Regulations.

Section 5. The City recognizes that exceptions are also available under the Treasury Regulations for certain "preliminary expenditures," costs of issuance, certain de minimis amounts,

expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five (5) years.

This Resolution shall take effect upon its adoption by this City Council.

PASSED AND ADOPTED THIS _____ DAY OF _____, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza
Mayor

ATTEST:

Rose Chaparro
City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

City of Oxnard

Oxnard Street Improvements Reimbursement Presentation

PRESENTATION TO FINANCE AND GOVERNANCE COMMITTEE

May 23, 2023

Recommendations

- ▶ That the Finance and Governance Committee recommend the City Council approve and authorize a resolution declaring the intent of the City to be reimbursed for certain capital expenditures from proceeds of indebtedness

Background

- ▶ City Council approved the issuance of Lease Revenue Bonds in October 2022
 - ▶ \$36,000,000 for Street Improvement Projects
 - ▶ \$9,000,000 for ERP Phases 3 & 4 Implementation
- ▶ Timing of the bond issuance is delayed; to avoid delaying the projects, the City plans to use cash reserves in the General Fund to cover the cost of the projects until the financing can be completed
- ▶ Reimbursement resolution does not obligate the City to issue bonds; simply preserves the option for the City to reimburse from bond proceeds for prior project expenditures
 - ▶ The IRS requires adoption of a resolution within 60 days of when the first expenses are paid from City reserves;

Questions?



FINANCE AND GOVERNANCE COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.8

DATE: May 23, 2023

TO: Finance & Governance Committee

FROM: Mark Sewell, Assistant Chief Financial Officer, 805-385-7851, Mark.Sewell@oxnard.org

SUBJECT: Proposed Fiscal Year 2023-24 Budget. (20 minutes)

RECOMMENDATION

That the Finance and Governance Committee recommend that City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2023-24 proposed budget on June 6, 2023, for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 20, 2023.

Please click the following link to view the required Measure M pre-recorded presentation video titled Fiscal Year 2023-2024 Budget Preview: <https://youtu.be/1pkzfbZSYHE>

Please click the following link to view the required Measure M pre-recorded presentation video titled Additional Information on Fiscal Year 2023-24 Proposed Annual Budget: <https://youtu.be/3mXf8X-rre4>

BACKGROUND

In addition to the Measure M video, on May 11, 2023, a budget preview video and podcast was published for public viewing (available at <https://youtu.be/zhxxf1qMmxc>). The proposed budget as provided in the presentation outlines information on where the City of Oxnard prioritizes in providing services and infrastructure to its residents.

This agenda report covers the projected revenues, expenditures and available fund balances for the City's five major funds, including General Fund, Measure O (Half- Cent Sales Tax) Fund, Water Fund, Wastewater Fund, and Environmental Resources (solid waste) Fund. The Citywide proposed budget is approximately \$604.8 million, 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. The total budget appropriation amount will include transfers to capital projects amounting to \$48.7 million.

The figures presented are preliminary and may be revised between the May 23, 2023, Finance and Governance Committee and the June 6, 2023, City Council/Housing Authority Board public hearing. Significant changes are not anticipated; however, adjustments may be made to reflect the most current available information. Numerical values included in the narrative below may not add due to rounding.

DISCUSSION

Over the last couple of years, the City has been on a path to restoring services by maintaining adequate public safety, restoring proper paving street cycles and maintaining financial stability. For the FY 2023-24 proposed budget, staff acknowledge challenges including supply chain disruptions, inflation, labor shortages and the Aaron Starr bonding litigation. These challenges have forced the City to slow the pace in terms of restoring programs and investing in infrastructure and enhancing the quality of life. As a result, there have been limited additions of ongoing programs and one-time projects in the budget. The additions and one-time projects are described in the following major fund areas.

In developing the proposed budget for FY 2023-24, careful consideration was given to maintaining and improving the financial position of the City of Oxnard. Oxnard is currently rated A+, which is slightly lower than neighboring communities such as City of Camarillo, City of Thousand Oaks and City of Ventura. Credit ratings are important as they affect the price paid to finance infrastructure and reflects financial management practices and resiliency in maintaining city services.

The following is information about the FY 2023-24 proposed budget for each of the major funds. There are few changes to the Enterprise funds including Water, Wastewater and Environmental Resources, as the expenditures remain similar to last year's budget. Capital programs have slowed due to supply chain issues, labor shortages and ensuring revenues are aligned.

General Fund (101)

Revenues: General Fund revenues are projected at \$219.7 million, \$11.5 million (5.5%) greater than the prior year Adopted Budget. The projected change is primarily due to a \$9.2 million increase in sales tax revenues. This includes the 1% Bradley Burns sales tax and the 1.5% Measure E sales and use tax. The region and City continue to recover from the pandemic-induced recession and the purchase cost of goods and services increase due to global inflationary pressures. Fuel, vehicle-related and business services are the strongest sectors.

Property values have leveled off in 2023; the median home price in Oxnard decreased 0.28% to \$700,000 in January 2023 compared to January 2022. However, since January 2020, the median home price in Oxnard is up 21.4% or \$123,500. Continuing high inflation allows for the maximum allowable increase in assessed value under Proposition 13. The City's revenue projection for its portion of levied property tax for FY 2023-24 is projected to grow by \$2 million (3.1%) to \$68.8 million.

Transient occupancy (hotel) tax revenue is projected to return to pre-pandemic levels at \$5.5 million in FY 2023-24. Finally, service fees and charges are projected to be similar to last fiscal year at \$5.8 million in total.

Expenditures: General Fund expenditures are projected at \$231.5 million; \$15.3 million (7.1%) higher than FY 2022-23 Adopted Budget. The increase, overall, is related to the City's focus on public safety, investment in infrastructure, inflation and partial restoration of services. Of the \$231.5 million, there is about \$3 million of additional funds for ongoing programs, mostly for public safety, information technology and public works. There is also about \$12.4 million of new one-time projects, including \$2.7 million in a land acquisition, \$1.7 million for the General Plan, \$1.0 million from departments and \$7.0 million for capital projects being cash funded given the City's constraints due to litigation involving the issuance of bonds. The two projects being funded with cash include streets for \$4.0 million (in addition to Measure O and Gas Tax cash funding) and the Enterprise Resource Project for \$3.0 million. Cash funding these projects is limiting the City's ability to restore programs.

These increases are offset by \$11.0 million of anticipated net personnel savings resulting from unfilled positions. The vacancy savings are based on recent trends experienced by the City. Vacancy rates are significant due to labor shortages that are being experienced throughout the country. The assumption may decrease in the future, but staff is forecasting FY 23-24 to be very similar to recent trends. The Human Resources Department continues to face significant hiring challenges with rising wages and increased

competition due to low unemployment as well as the Great Resignation. As of March, there were 201 vacant authorized positions throughout the City with a vacancy rate of 14 percent. The Finance Department recommends incorporating a modest assumption of vacancies into the City's annual General Fund budget. For FY 2023-24 an \$11.0 million proposed vacancy savings represents a 9.25% vacancy rate compared to the FY 2022-23 assumption of 6%.

FY 2023-24 Ending Available Fund Balance: The estimated fund balance assumes the fund balance at the end of FY 2022-23 will be \$53.0 million. The fund balance of \$53.0 million with \$219.7 million in revenues less \$231.5 million of expenditures will result in a difference of \$11.7 million. The fund balance is adjusted further to reflect future liability payments of \$1.9 million resulting in an estimated FY 2023-24 ending **available** fund balance of \$39.4 million, which is above the current policy of maintaining reserves of 12%.

The City Council's current policy is for a General Fund reserve (available ending fund balance) of 12% of the General Fund's operating budget. Staff is proposing a change in the financial policies to increase the target one percent each year, commencing with the FY 2023-24 budget, until the target percentage is 16.6%, representing approximately two months' average expenditure. One percent per year would set the policy at 16.6% by FY 2027-28. The available fund balance would only include reserves that are "assigned" and "unrestricted" as defined by Government Accounting Standards Board Statement Number 54. See the proposed resolution for Financial Policies as part of Attachments. This resolution is identical to the one with the same title in FY 2022-23, with two exceptions. First, on page 5, section IV (Fund Balance Policy), staff added the phrase "economic downturns" to the opening paragraph. Second, on page 6, section V (Reserve Policies), we edited the first sentence of subsection B, which used to state, "The City Council will endeavor to maintain an operation reserve equal to 12 percent (12%) of the General Fund operating budget."

For additional detail, refer to the General Fund tables in attached Additional Information on FY 2023-24 Proposed Budget.

Measure O Fund (104)

Revenues: FY 2023-24 revenue from the Measure O half-cent sales (transactions and use) tax is projected at \$20.1 million, a \$1.9 million (11.0%) increase over the FY 2022-23 budget. Adding \$90,000 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 \$22.1 million for the budget year.

Expenditures: Long term planning has to incorporate that the Measure O half-cent sales tax will terminate in FY 28-29. The Measure O Committee recommended on April 28, 2022, and Council adopted on June 7, 2022, a Measure O Weaning Schedule to ensure we are slowly and methodically moving Measure O funded ongoing programs to an alternative source such as the General Fund. The focus of any new additions to the Measure O fund is for one-time projects. In FY 2023-24, as previously planned, staff is weaning Enhancing Community Policing (currently \$3.8 million) and the Homeless Program (currently \$1.1 million) from Measure O to the General Fund and is investing another \$2.3 million toward Citywide Alleyway Resurfacing.

Staff had previously recommended prepaying the Station 8 bonds. However, the staff's proposed plan below for one-time expenditures out of Measure O does not leave enough of a fund balance in Measure O to prepay the Fire Station 8 bonds.

Continuing to wean ongoing programs from Measure O as planned and delaying pre-payment of outstanding debt allows the City to add one-time projects for FY 2023-24. The funding from Measure O will allow the City to provide community programs as the City navigates bond litigation and a possible downturn in the economy. Additional one-time projects recommended by the Measure O Committee on April 27, 2023, include: portable stormwater pump (\$80,000), Joint Use Agreement between West Village Park and Brekke Elementary School (\$425,000), Personal Protective Equipment (\$160,000), facility emergency backup

generator (\$800,000), matching funds for FEMA grants for Fire Department (\$186,000) and Information Technology consultants/staff augmentation (\$1.3 million). Also included in the Measure O Fund is \$10.5 million of street projects being funded with cash that was originally going to be financed by issuing bonds (in addition to the cash funding for streets in the General Fund and Gas Tax).

Fund balance: The FY 2023-24 Measure O Fund forecast assumes a starting available fund balance at July 1, 2023, of \$16.2 million, projections for Measure O Fund revenues (\$22.1 million) and expenditures (\$24.3 million), which includes the additional projects above would result in a projected available ending fund balance at June 30, 2024, of \$14 million. The ending fund balance as of June 30, 2024, along with the Weaning Schedule, is adequate to support paying down debt in future years.

For additional detail, refer to the Measure O tables in attached Additional Information on FY 2023-24 Proposed Annual Budget.

Water Funds

Revenues: FY 2023-24 Water Fund revenues, of which approximately 90% result from utility fees paid by users, are projected to total \$68.8 million, \$0.7 million (1.0%) lower than the prior year's budget. The projected change is primarily due to reduction in the need of revenue to be used to fund Capital Improvement Projects (CIP) and the Infrastructure Use Fee Repayment being slightly less than the prior year by \$0.2 million due to the decrease in total reimbursement to all Utility Funds from \$10.0 million to \$9.5 million. Further, the proposed revenues are based on water rates currently effective and do not include any rate increases pending approval by City Council as of the writing of this report (on May 15, 2023).

Expenditures: FY 2023-24 Water Fund expenditures are proposed at \$69.9 million, which is \$15.3 million lower than the Adopted Budget for FY 2022-23. Most of this decrease is related to capital projects that are paused until there is a decision on future rate increases for the Water Fund.

Available Fund Balance: The total projected fund balance at June 30, 2023, is projected to be \$22.7 million. Projected revenues for FY 2023-24, less the proposed expenditures, suggest a net operating deficit of \$1.0 million. The projected net operating deficit subtracted from the projected beginning available fund balance yields a projected ending available fund balance at June 30, 2024, of \$21.7 million. The fund balance of \$21.7 million is inclusive of all funds: the impact fund, water resource acquisition fund, capital facility fund, water security and contamination fund and operating fund. The operating fund balance is estimated to be only \$5.0 million for the end of the current FY 2022-23. This is far below the target of 25% reserve fund required for future financing from the Water Infrastructure Finance and Innovation Act (WIFIA) program. Rate increases are necessary to maintain infrastructure, continue current operations and increase the fund balance in future years.

At the time of the writing of this report, the water rate adjustment is pending approval from the City Council. In the future, the Public Works Department will bring forward a revised budget appropriation reflecting the City Council's decision on water rate adjustments.

For additional detail, refer to the Water Fund tables in attached Additional Information on FY 2023-24 Proposed Annual Budget.

Wastewater Funds

Revenues: FY 2023-24 Wastewater Fund revenues are projected to total \$50.4 million. Over 92% of Wastewater Fund revenue is from utility fees paid by users. There is a slight decrease in utility fees paid by users resulting from ongoing conservation measures. Total revenues have decreased \$16.8 million primarily due to reduction in the need for revenue to be used to fund capital projects.

Expenditures: FY 2023-24 Wastewater Fund expenditures are proposed at \$55.4 million, including a decrease of \$19.6 million for CIP projects from delaying the capital expenditure budget as existing capital projects are completed.

Available Fund Balance: Projected revenues for FY 2023-24, less the proposed expenditures, suggest a net operating deficit of \$5.0 million. The projected net operating deficit subtracted from the projected beginning available fund balance at June 30, 2023, of \$53.8 million yields a projected ending available fund balance at June 30, 2024, of \$48.8 million. The City Council policy target for available fund balance is 25%, which has been exceeded due to delayed capital projects and 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 Fund tables in attached Additional Information on FY 2023-24 Proposed Annual Budget.

Environmental Resources Funds:

Revenues: FY 2023-24 Environmental Resources Fund revenues are projected to total \$49.1 million. Nearly all of the revenue is paid by users through utility fees. Revenues are anticipated to be similar as compared to total revenues in the FY 2022-23 Adopted Budget of \$49.7 million. The slight decrease of \$0.6 million is mostly in utility fees primarily resulting from a slowdown in growth.

Residential and commercial collections are anticipated to remain flat. A decrease in revenue from recyclables reflects an ongoing decline in market prices combined with a more competitive market. Area recycling centers have redirected their volume from the City's Del Norte Facility to other processing facilities.

Expenditures: FY 2023-24 Environmental Resources Fund expenditures are proposed at \$57.3 million, a \$0.2 million increase compared to the FY 2022-23 Adopted Budget. Most of the increase is related to higher than anticipated overtime and higher fuel prices .

Available Fund Balance: The projected net operating deficit of \$8.2 million subtracted from the projected beginning available fund balance, at June 30, 2023, of \$14.4 million yields a projected ending available fund balance at June 30, 2024, of \$6.2 million, which represents 10.9% of annual expenditures and which is below the City Council policy target for available fund balance of 25%.

For additional detail, refer to the Environmental Resources Fund tables in the attached Additional Information on FY 2023-24 Proposed Annual Budget.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Conducting a public hearing on the budget does not have a financial impact until such time as the City Council adopts the FY 2023-24 Operating Budget, which is scheduled for June 20, 2023. The financial impact of each recommended action is described in the applicable discussion section.

The preliminary proposed budget document is scheduled to be published on the City's website on Wednesday, May 25, 2023, at <https://www.oxnard.org/city-department/finance/city-budget-documents/>.

Prepared by: Denise Olson, Interim Chief Financial Officer

ATTACHMENTS

1. Resolution Establishing Financial Management Policies (FY2023-24)
2. Presentation: Fiscal Year 2023-2024 Budget Preview
3. Presentation: Additional Information on Fiscal Year 2023-24 Proposed Annual Budget

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 the 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 or subfund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund or subfund.
4. By the Department Director for appropriation transfers between programs within the same fund or subfund, 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, economic downturns 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 a minimum 13% of the General Fund operating budget, increasing to 16.6% in annual one percent increments beginning in FY 2023-24. In FY 2027-28, the Unrestricted Fund Balance should be at a minimum of 16.6%, which is equal to approximately two months of operating expenses. 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 Xth day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Resolution No.

Page 12

Stephen M. Fischer, City Attorney



Fiscal Year 2023-2024

BUDGET PREVIEW

May 2023



Overview

1 Budgeting 101

- a. Where Our Taxes Go

2 Big Picture: Where We Are, Where We Should Go, and Where We Are Forced to Go

- a. Where We Are
- b. Where We Should Go
- c. Where We are Forced to Go

3 Fiscal Year 2023-24

- a. General Fund Revenue and Proposed Expenditures
- b. All Funds Proposed Expenditures
- c. Measure O Weaning Schedule

WHERE DO OUR

INCOME TAXES GO?

Salary:
\$40,000

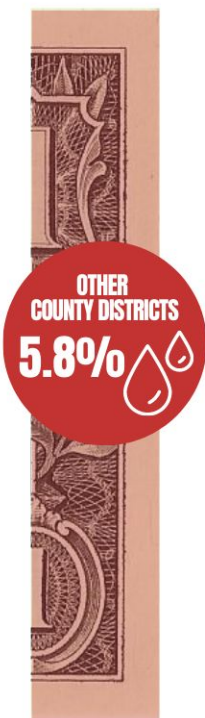
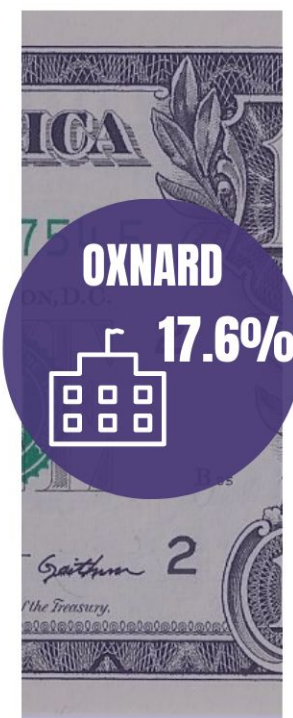
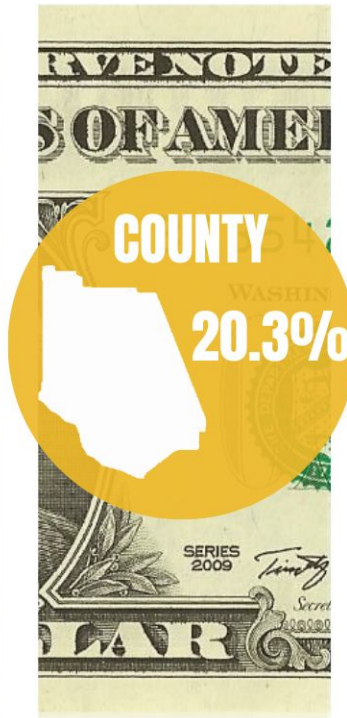
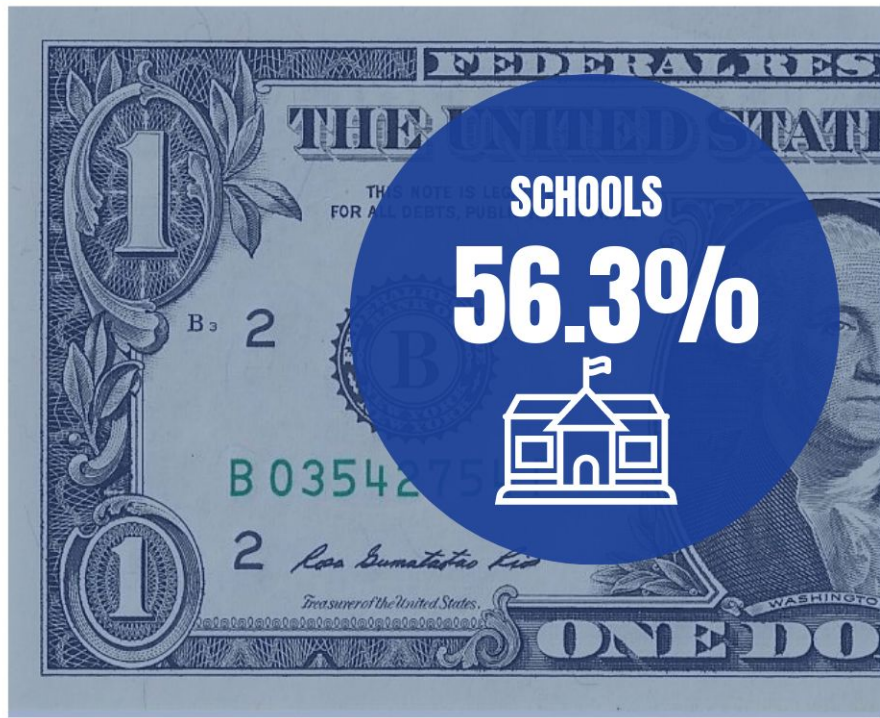


Federal Taxes:
\$3,040
(7.60%)

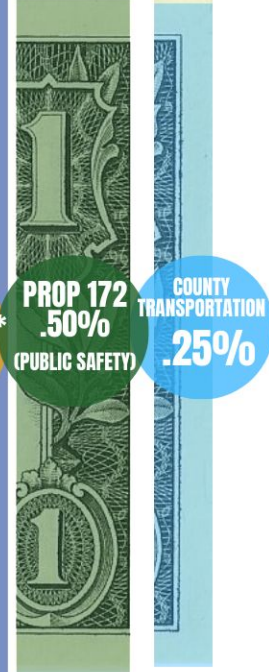
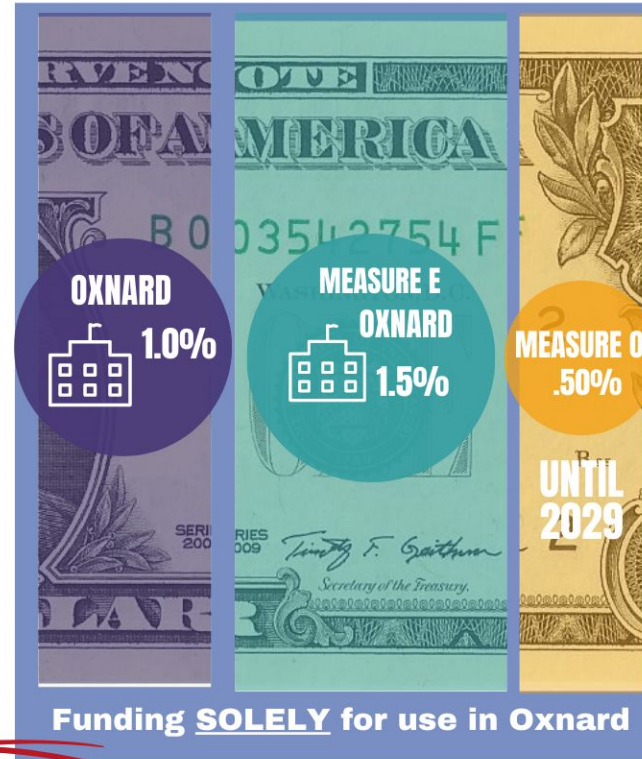
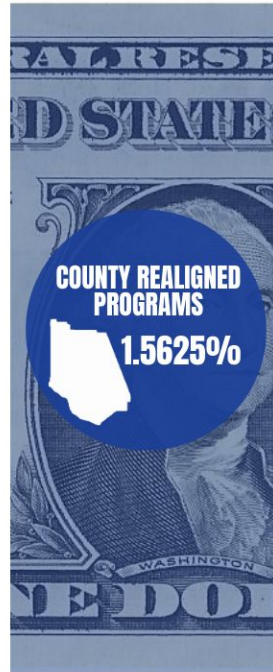
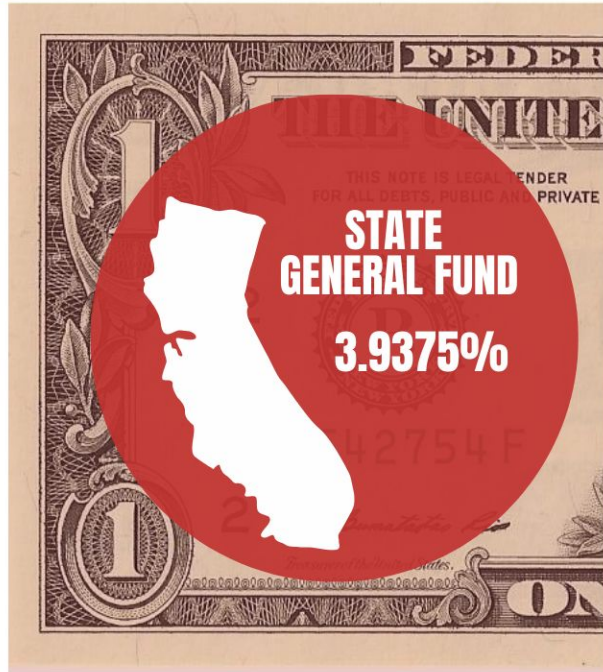
State Taxes:
\$871
(2.18%)

After-Tax Income:
\$36,089

WHERE DO OUR PROPERTY TAXES GO?



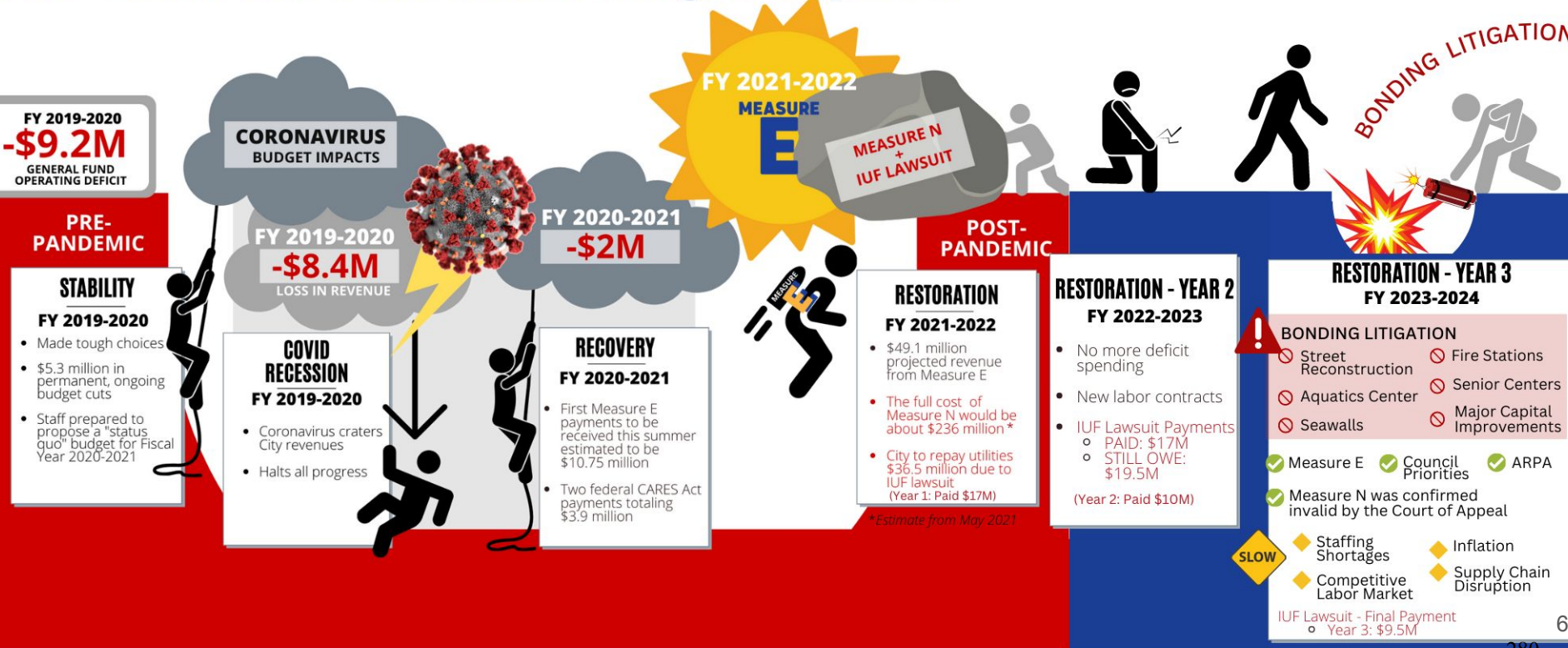
WHERE DO OUR SALES TAXES GO?



*9.25% sales tax rate effective April 1, 2021; decreases to 8.75% in 2029

Big Picture: Where We Are, Where We Should Go, and Where We Are Forced to Go

Pre- and Post-Pandemic Budget Impacts



Where We Are: **Securing Long-Term Fiscal Sustainability**



Improving Oxnard's S&P Rating

	2017	2021	2022
Issuer Credit Rating (ICR)	A (Stable Outlook)	A (Stable Outlook)	A+ (Stable Outlook)
General Fund Lease	A- (Stable Outlook)	A- (Stable Outlook)	A (Stable Outlook)
Water Fund	A (Stable Outlook)	A (Stable Outlook)	A (Positive Outlook)
Wastewater Fund	BBB (Stable Outlook)	A- (Stable Outlook)	A (Stable Outlook)
Gas Tax Fund	A (Stable Outlook)	A+ (Positive Outlook)	AA- (Stable Outlook)

S&P Ratings Scale	
Letter Grade	Capacity to Repay
AAA	Highest credit quality, minimum credit risk
AA+, AA, AA-	Very high credit quality, very low credit risk
A+, A, A-	High credit quality (upper-medium grade)
BBB+, BBB, BBB-	Good credit quality, currently low credit risk
BB+, BB, BB-	Speculative elements, issuer faces major uncertainties and adverse conditions
B+, B, B-	High credit risk, but issuer still able to meet its financial commitments
CCC	Issuer currently vulnerable, default likely
CC	Issuer currently highly vulnerable, near default
R, SD, D	Lowest rating, typically in default on some (SD) or all of its financial obligations

A positive outlook indicates a rating may be raised

Where We Are: Public Safety



Drug Enforcement

Drug Enforcement Unit (DEU)

- Investigated over 20 prominent narcotics dealers
- Served 76 search warrants
- Investigated 2 human trafficking cases in which *involved multiple arrests.*



DEU also *collaborated with the Ventura FBI office to investigate a half dozen narcotics trafficking and money laundering cases,*

In 2021, **DEU seized over \$1 million** (street value) of *methamphetamine*, over **\$900,000 worth of fentanyl**, and **39 firearms**.



Oxnard Fire 2022 Incidents / Responses:



20,453

calls for service, an increase of 1,226 calls compared to 2021



30,223

unit responses for all call types



774

fires which includes 218 structure fires



13,266

medical incidents

Where We Are: Addressing Homelessness

From 2021 through 2022:

132 people housed

with Housing Authority homeless set aside, emergency housing (EHV) and mainstream vouchers

The Street Outreach program is averaging

147 engagements per month

with homeless persons, offering street level services and relocation to shelter

Halaco encampment was cleared (again)



Oxnard



Los Angeles

Citywide Restorations		Parks, Medians & Trees	
	Pre-Measure E	With Measure E (2022)	
 PARKS MOWING	Attempted monthly	Weekly	
 TREE PRUNING	Budget for 1,562 annually	Over 10,900 past 18 months	
 TRASH REMOVAL	Weekly	3x per week	
 RESTROOM CLEANING	As available	Daily restroom custodial services	
 GOPHER CONTROL	No set schedule	Monthly	
 IRRIGATION	No on-call irrigation services	On-call irrigation services	

Citywide Restorations: Restore Proper Street Paving Cycle



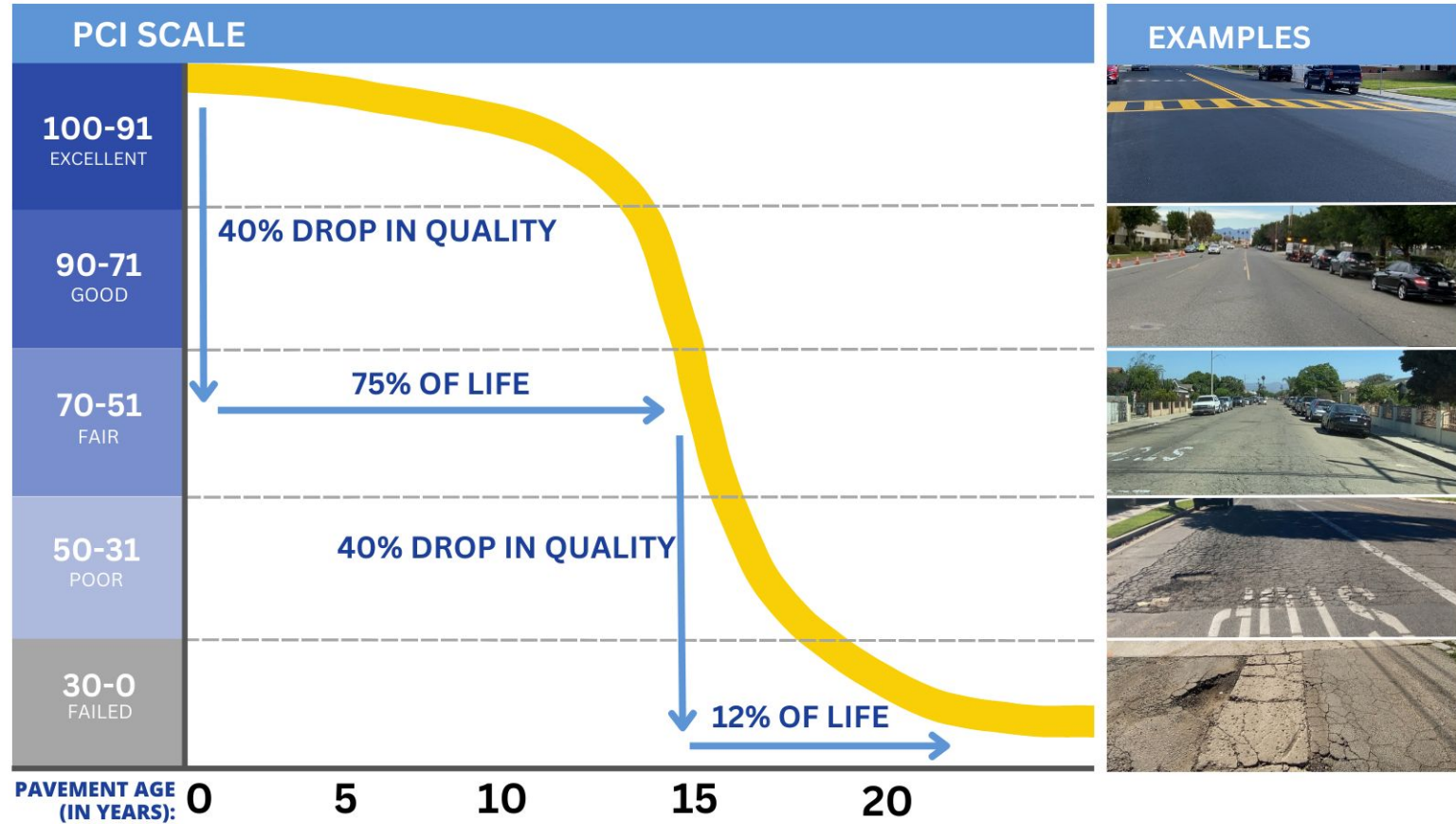
Proposed Fiscal Year 2023-24 Investment

\$20.8M

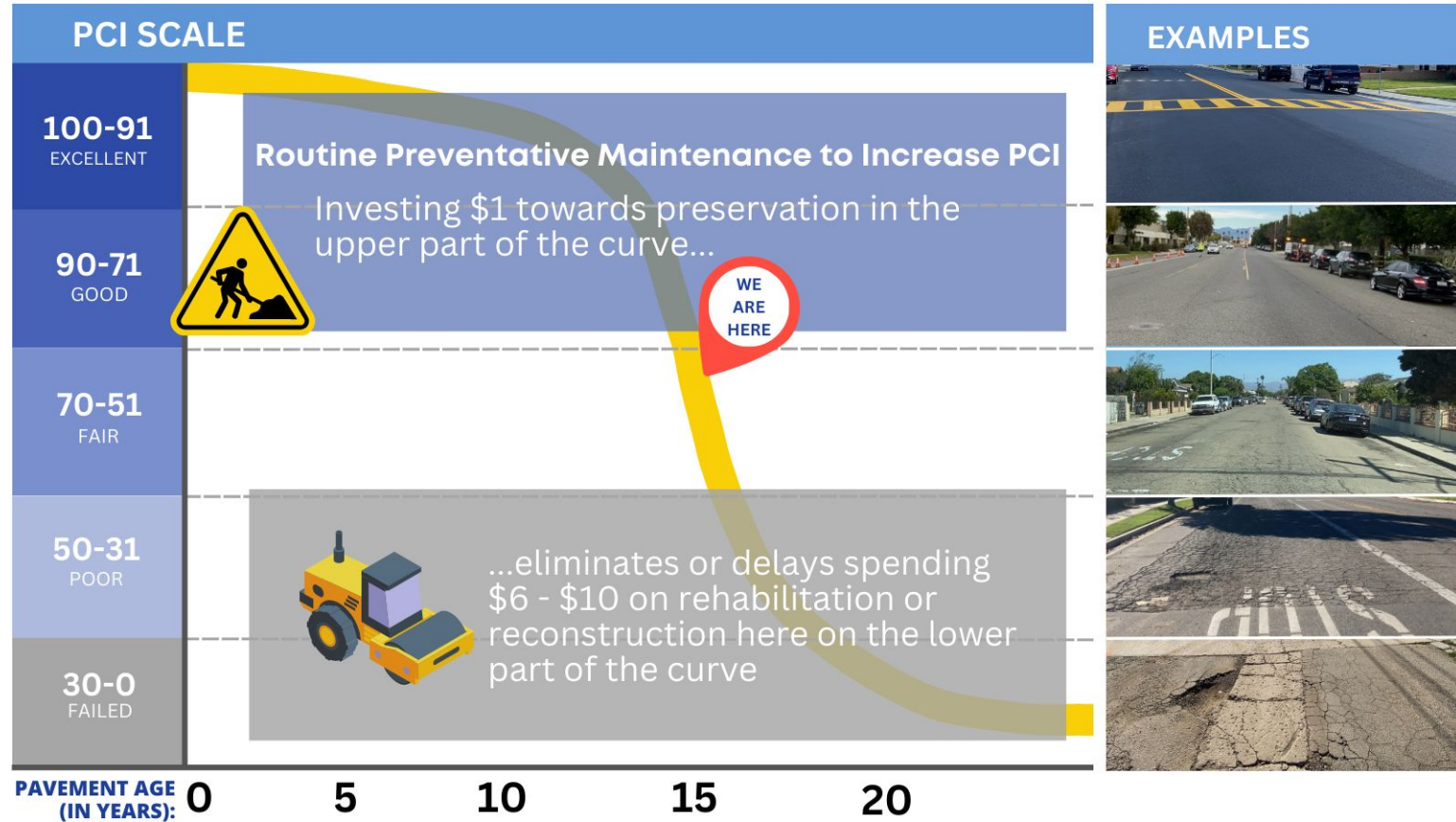
\$19.6M needed to maintain
current PCI of 66*

**Current PCI. Cost in 2023 dollars; does not include soft costs*

Where We Should Go: **Restore Proper Street Paving Cycle**



Where We Should Go: **Restore Proper Street Paving Cycle**



Where We Should Go: Council Priorities

2023 - 2027 | 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/Saviers/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 **Zócalo** 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

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



* Modest and incremental implementation of security cameras; data driven by OPD

* Modest and incremental implementation of a lifeguard program

Where We Should Go: **Maintain Adequate Public Safety Services**

CITY COUNCIL PRIORITIES:

RESTORE NEIGHBORHOOD POLICE PROGRAM; MAINTAIN 911 RESPONSE TIMES



RESTORE NEIGHBORHOOD POLICING PROGRAM TO 21 OFFICERS

- Requires an additional
9 officers
to complete restoration



ACHIEVE & MAINTAIN LESS THAN 5 MINUTE 911 RESPONSE TIME*

- Requires **further expansion** of the authorized number of sworn officers
- Would need to **increase availability** of support staff
- Invest in innovations toward improving fire service delivery

**highest priority calls*

Where We Should Go: **Maintain Adequate Public Safety Services**

CITY COUNCIL PRIORITY:

HIRE & RETAIN QUALIFIED POLICE OFFICERS, FIREFIGHTERS AND PARAMEDICS

Where We Are

City of Oxnard

Where We Should Go

California Industry Standards/Best Practices

POLICE

- PD currently has 12 vacancies out of
240 authorized positions
(4.6% vacancy rate)

- Seek to restore our officers to the pre-2015 number of
254 officers

FIRE

- Oxnard averages
0.57 firefighters
per 1,000 residents

- The California average is
0.93 firefighters
per 1,000 residents

Where We Should Go: **Restore Proper Street Paving Cycle**

Where We Are

PROPOSED FISCAL YEAR 2023-24 INVESTMENT



VS

Where We Should Go Over the Next 5 Years

IMPROVE STREETS & ALLEYS PCI TO 70



Requires average annual investment of

\$29.5M*

to reach 70 PCI

\$20.8M

\$19.6M needed to maintain
current PCI of 66*

**Current PCI. Cost in 2023 dollars; does not include soft costs*

**Cost in 2023 dollars; does not include soft costs*

Where We Should Go: **Adhere to Key Financial Principles**



Maintain Fund Balance

- A minimum General Fund reserve of two months of operating expenses, or 16.6%



Debt Capacity

- Including debt as a % of Governmental Fund Revenues
- Target would be less than 25%



Budget Flexibility

- Including fixed costs as a % of total Government Fund Expenditures (*i.e. Debt Service, Pension, Health Care*)
- Target Fixed Cost would be less than 30% of total expenditures



Financial Performance

- Year end results would be within 10% of budget



Management

- Demonstrating how government is making a difference in the lives of residents
- Being proactive and experienced
- Providing accountability & transparency



Cyber Security

- Demonstrating sound cyber policies will protect the City's S&P rating
- Data breaches or leaks from hackers could result in a ratings downgrade



Financial Reporting

- Producing financial statements and reports that receive clean opinions from external auditors

Where We Should Go: **Achieve an AA S&P Bond Rating**

Oxnard is currently an A rating



Lowers the cost to finance infrastructure



Increases capacity to debt finance infrastructure



Gives Council access to funds to deliver services to community members



Indicator on City's ability to manage its resources and services through an economic downturn



Provides financial flexibility over the long term

S&P Ratings Scale

Letter Grade

Capacity to Repay

AAA

Highest credit quality, minimum credit risk

AA+, AA, AA-

Very high credit quality, very low credit risk

A+, A, A-

High credit quality (upper-medium grade)

BBB+, BBB, BBB-

Good credit quality, currently low credit risk

BB+, BB, BB-

Speculative elements, issuer faces major uncertainties and adverse conditions

B+, B, B-

High credit risk, but issuer still able to meet its financial commitments

CCC

Issuer currently vulnerable, default likely

CC

Issuer currently highly vulnerable, near default

R, SD, D

Lowest rating, typically in default on some (SD) or all of its financial obligations

Where We Should Go: Continue Steps to Achieve an AA S&P Bond Rating



Surrounding Entities with AA-, AA, AA+ S&P Ratings

CITY OF
LONGBEACH



CITY OF
VENTURA



Where We Are **Forced to Go**

Economic & Social Impacts on Local Government



**SUPPLY CHAIN
DISRUPTION
CONTINUES**



INFLATION



LABOR SHORTAGE



**AARON STARR
BONDING
LAWSUIT**

Where We Are **Forced to Go**



SUPPLY CHAIN ISSUES | PUBLIC SAFETY

	Pre-Covid	Today
Police Vehicles 	Up to 8 months for delivery	Currently on year 2 (with no estimated delivery date given) of waiting for 26 replacement patrol vehicles
Fire Vehicles 	Up to 18 months for fire truck delivery	Up to 38 months for fire truck delivery Ford cancelled order for 12 vehicles

Where We Are Forced to Go



INFLATION | Public Works Impacts

SAMPLE ITEM	2017 COST	2022 COST
 Diesel Fuel (bulk) (\$/gallon)	\$2.67	\$5.74 ↑ 115%
 Brake Shoe	\$51.63	\$100.49 ↑ 94.63%
 Rubberized Hot Mix Asphalt (\$/ton)	\$99.96	\$148.21 ↑ 48%

Where We Are Forced to Go



LABOR / STAFFING SHORTAGES



AN UNPRECEDENTED NUMBER OF JOB OPENINGS
CURRENTLY REMAIN UNFILLED IN THE PUBLIC SECTOR.

20% of state and local government agencies have reduced services to citizens due to staffing shortages.

HOW CAN AGENCIES RECOVER FROM THIS HIRING CRISIS?

Published July 13, 2022

THE WALL STREET JOURNAL.

WSJ NEWS EXCLUSIVE | BUSINESS

CVS, Walmart to Cut Pharmacy Hours as Staffing Squeeze Continues

Operating schedules remain 'pain point' as chains seek to improve work environment

Published January 27, 2023

The New York Times

Another Big Boomer Effect

One generation's impact on the work force.

The country has a "structural labor shortage" that is unlikely to be resolved anytime soon, Jerome Powell, the Federal Reserve chair, said last month.

Published January 11, 2023

WESTERN City

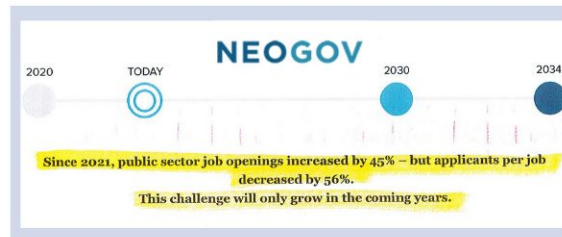
January 1, 2023 | News from the Institute for Local Government | By Taylor Buck

Leadership strategies for cities experiencing workforce challenges

Labor shortages, high staff turnover, and challenging recruitment cycles have become commonplace for employers, including city governments. At the start of 2022, state and local governments employed 695,000 fewer people than before the pandemic. Cities have struggled to recruit, retain, and develop their workforces. Many cities hired rapidly to fill the gaps only to find that other positions had been vacated.

Cities have also struggled with the cyclical cost of open positions, including the cost of advertising jobs, interviewing candidates, and onboarding new employees. ZipRecruiter, an online recruitment and job insights platform, found that it takes 36-42 days to fill a position and the average cost to employers is \$4,700.

Published January 1, 2023



Where We Are Forced to Go

BONDING LAWSUIT



**Streets & Alleys
PCI Goals**



**New senior center &
renovating current
senior centers**



**South Oxnard
Aquatics Center**



**Replacing five
fire stations**



**Seawalls
Replacement**

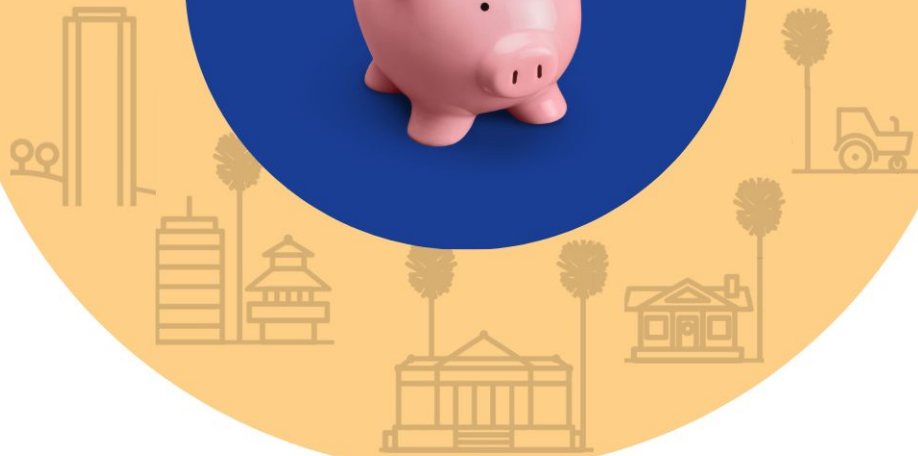


Sports Park

NO BONDS = FEWER PROJECTS = INCREASED DEFERRED MAINTENANCE

Right Size for Community

**Right Size
for Budget**





Proposed Budget Highlights



Fiscal Year 2023-24



~~THREE~~ FIVE RESTORATION BUDGETS

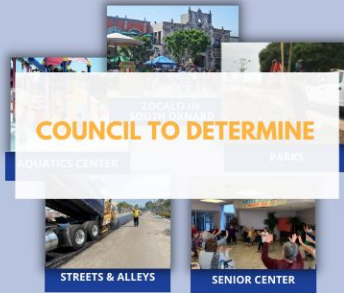
FY 2021-2022 RESTORE



FY 2022-2023 RESTORE + IMPROVE



FY 2023-2024 RESTORE, IMPROVE + ~~ADD~~



FY 2024-2025 RESTORE + IMPROVE

COUNCIL TO DETERMINE

FY 2025-2026 RESTORE + IMPROVE

COUNCIL TO DETERMINE

SLOWING DOWN DUE TO:

- Staffing Shortage
- Consultant Capacity
- Supply Chain Disruption
- Inflation
- Bonding Litigation



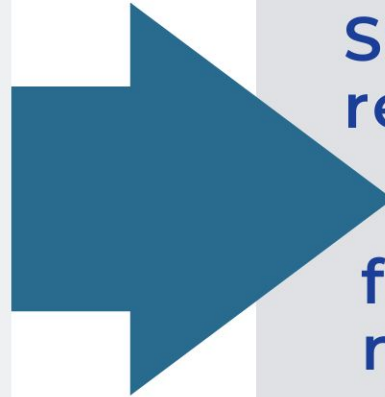
Restoration Budget: Year 3

Fiscal Year 2023-2024

Received

\$15.1M

in department
requests for
ongoing
restorations



Staff can only
recommend

\$3M

for ongoing
needs in part
due to impacts
from the bond
litigation

FY 2023-24 Proposed General Fund Budget

Ongoing and One-Time Monies



OVERVIEW BY DEPARTMENT*

Investments of \$100K or higher

POLICE	IT	PUBLIC WORKS	FIRE	HOUSING	CULTURAL AND COMMUNITY SERVICES	COMMUNITY DEVELOPMENT	BILLING & LICENSING
TOTAL PROPOSED INVESTMENT \$1,093,000	TOTAL PROPOSED INVESTMENT \$932,000	TOTAL PROPOSED INVESTMENT \$692,000	TOTAL PROPOSED INVESTMENT \$247,000	TOTAL PROPOSED INVESTMENT \$412,000	TOTAL PROPOSED INVESTMENT \$139,000	TOTAL PROPOSED INVESTMENT \$552,000	TOTAL PROPOSED INVESTMENT \$100,000
FINANCE	HUMAN RESOURCES	CITY MANAGER	CITY ATTORNEY	CITY CLERK			

**Preliminary recommendations as of May 8, 2023*



One-Time Monies for FY 23-24* (General Fund Reserve)

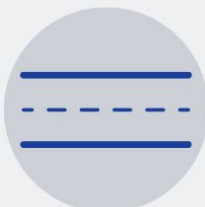
Recommendation to the Council to invest
\$12.4M for the following one-time expenditures:



\$3M
ERP



\$2.7M
Land Acquisition



\$4M
Streets



\$1M
Departmental
One-time Needs



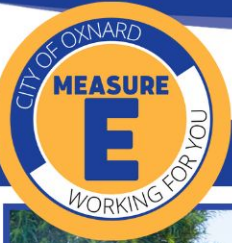
\$1.7M
General Plan

AND

\$9.5M

Final
IUF
payment to
City's
utilities

FY 2023-24 Proposed General Fund Budget



POLICE DEPARTMENT



FY 21-22 Year 1 - Restore

- Restore staffing
- Restored assigned officers in the Neighborhood Policing Team from 6 to 9 officers.
- Increase number of community events/activities from 62 to 153 that were attended by Neighborhood Policing Team

Investment:
\$7,977,221

FY 22-23 Year 2 - Restore and Improve

- Focus on recruitment and hiring continues to address police officer vacancies
- Continue to invest in staffing to improve service delivery and 911 response times

Investment:
\$928,679

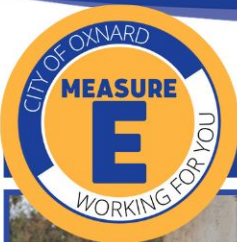
FY 23-24 Year 3 - Restore and Improve Continues

- Continue to restore police officer staffing
- Restore support staff positions to assist with non-emergency calls, police records and bookings, and investigative specialists to support sworn officers

Investment:
\$1,093,000*

**Preliminary recommendations as of May 8, 2023*

FY 2023-24 Proposed General Fund Budget



FIRE DEPARTMENT



FY 21-22 Year 1 - Restore	FY 22-23 Year 2 - Restore and Improve	FY 23-24 Year 3 - Restore and Improve Continues	FY 23-24 Measure O
Host Oxnard Fire Academy fire academy with 21 recruits in order to catch up on staffing needs	- 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	Add an Assistant Fire Chief to support daily operations and management of personnel	One-Time Projects: - Personal protective equipment and proper disposal of fire fighting foam - FEMA Grants: City match for procuring CPR devices, type 3 apparatus, replacement of air fill station, paramedic school, Urban Search and Rescue and Hazmat and Fire Prevention Training
Investment: (net of EMS) \$5,886,332	Investment: \$2,017,862	Investment: \$247,000*	Investment: \$346,000*

**Preliminary recommendations as of May 8, 2023*

FY 2023-24 Proposed General Fund Budget



PUBLIC WORKS



FY 21-22 Year 1 - Restore	FY 22-23 Year 2 - Restore and Improve	FY 23-24 Year 3 - Restore and Improve Continues	FY 23-24 Measure O* (One-Time Projects)
- Restore proper maintenance of parkways and medians, tree trimming cycle, and clean up the gateways to the City - Restore Oxnard streets and alleys - Support projects in City's Capital Improvement Program (CIP), which includes street improvements	- 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 of all residential, secondary street and parks trees on 5-year pruning cycle	- Contract services for speed humps - Right of way clean up - Right of way striping (lines on roadways)	\$10.5M investment in streets \$2.3M investment for alleys Investment: \$12.8M* \$425K Joint Use Agreement between West Village Park & Brekke \$800K Facility Back-up Generator \$80K Portable Stormwater Pump Investment: \$1.3M*
Investment (net of CIP): \$10,273,893	Investment: \$2,382,557	Investment: \$692,000*	

**Preliminary recommendations as of May 8, 2023*

FY 2023-24 Proposed General Fund Budget

IT | INTERNAL SERVICE FUND



FY 21-22 Year 1 - Restore

- Commence implementation of new ERP system to overhaul decades old systems
- Commenced the migration of the City's security systems onto a current, common platform for improvements in response, management, and cost savings

Investment:
\$2,957,398

FY 22-23 Year 2 - Restore and Improve

- Invest in additional staff to improve service delivery
- Upgrade outdated equipment and software
- Modernization of public safety network edge infrastructure
- Enhanced cybersecurity

Investment:
\$3,500,000

FY 23-24 Year 3 - Restore and Improve Continues

- Invest in additional staff, contracted resources and services to increase cybersecurity resiliency

Investment:
\$932,375*

FY 23-24 Measure O

- One-Time Project:
- IT Contractors

Investment:
\$1.27M*

**Preliminary recommendations as of May 8, 2023*

Measure O Weaning Schedule



Measure O will sunset in March 2029.

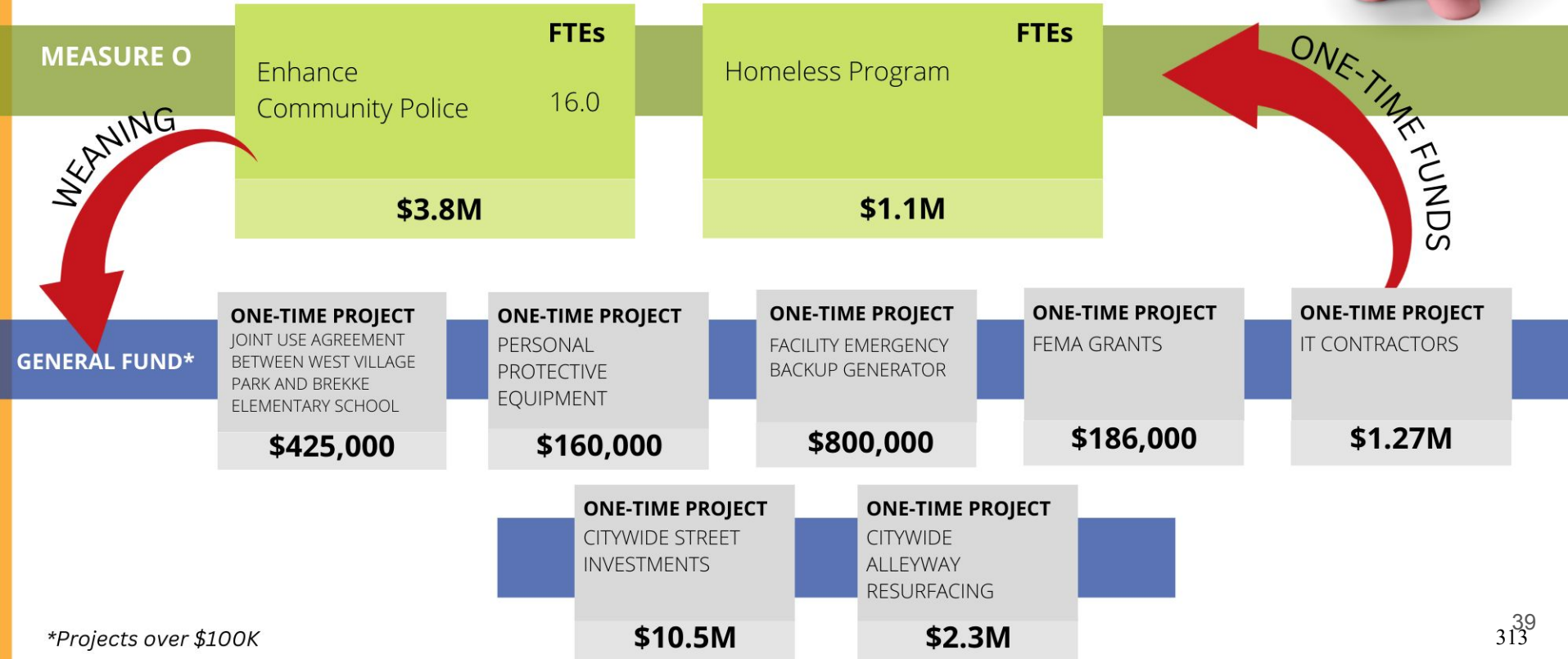


The Measure O weaning schedule allows a smooth transition so there is no cliff when Measure O sunsets.



The Measure O Committee recommended a weaning schedule on April 28, 2022, which the City Council adopted on June 7, 2022.

FY 2023-24 Measure O Weaning and One-Time Projects

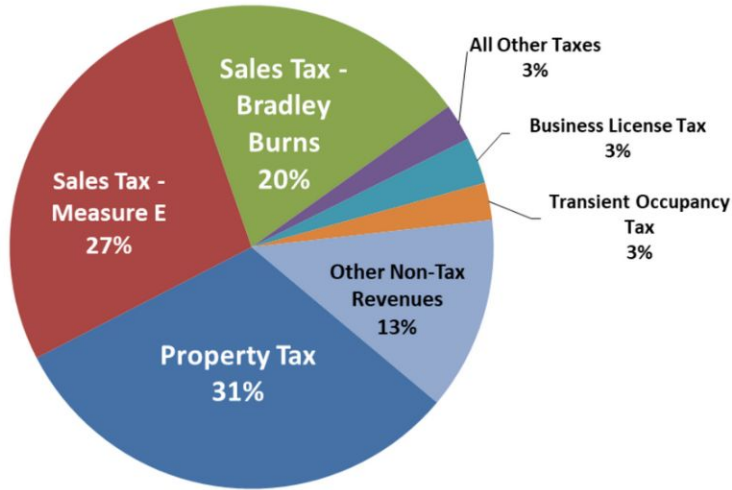


General Fund FY 2023-24

Estimated Preliminary Revenues + Proposed Expenditures*

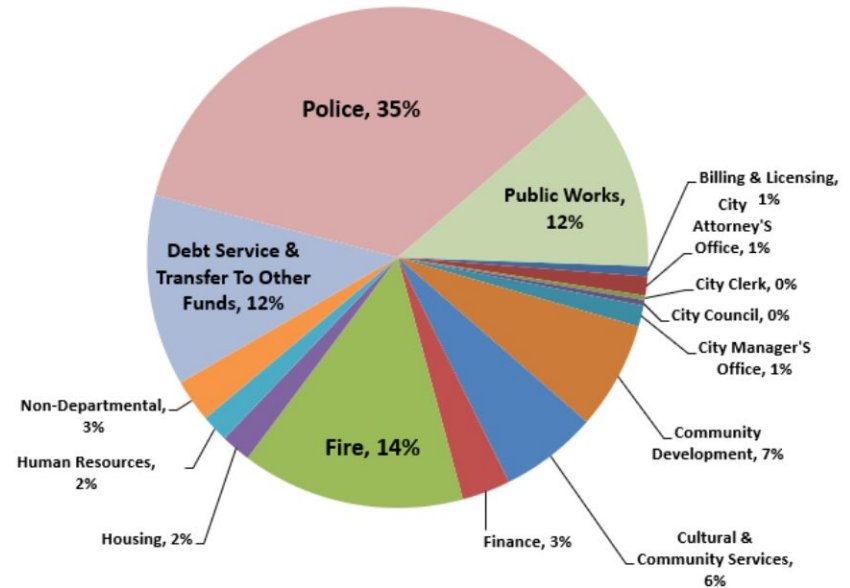
Revenue Sources

**Proposed FY 2023-24
General Fund Revenues - \$219.7 (millions)***



Expenses (By Department)

**Proposed FY 2023-24
General Fund Expenditures - \$231.5 (millions)***



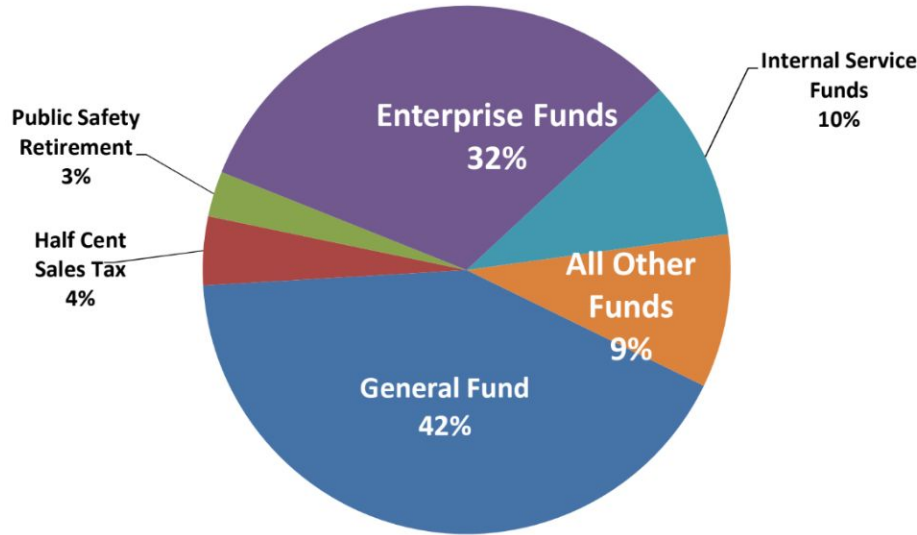
**Preliminary figures as of May 8, 2023*

Does not include request for additional funding for Landscape Maintenance Districts pending approval by the City Council.

All Funds FY 2023-24

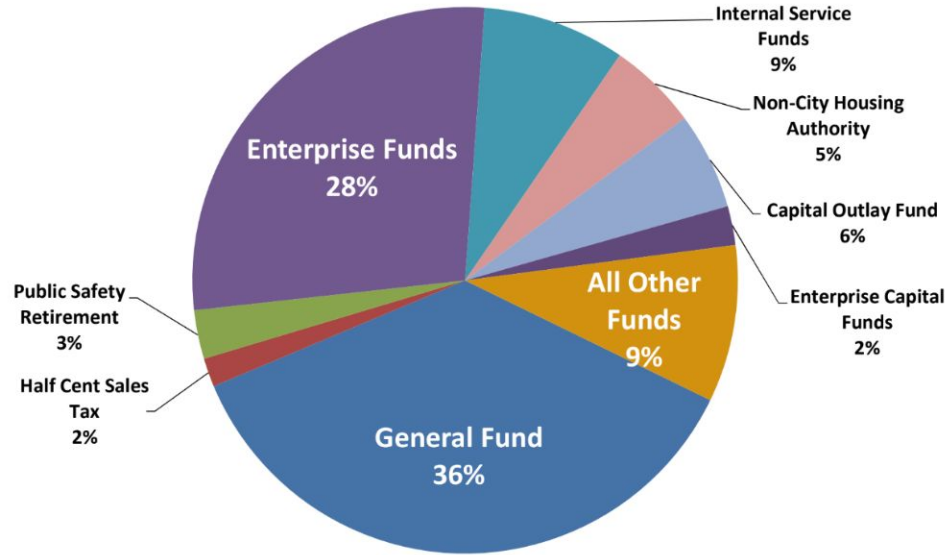
Estimated Preliminary Revenues + Proposed Expenditures*

**Proposed FY 2023-24
All Fund Revenues - \$525.2 (millions)***



\$525.2M Proposed Budget excludes transfers to Capital projects of \$48.7M.

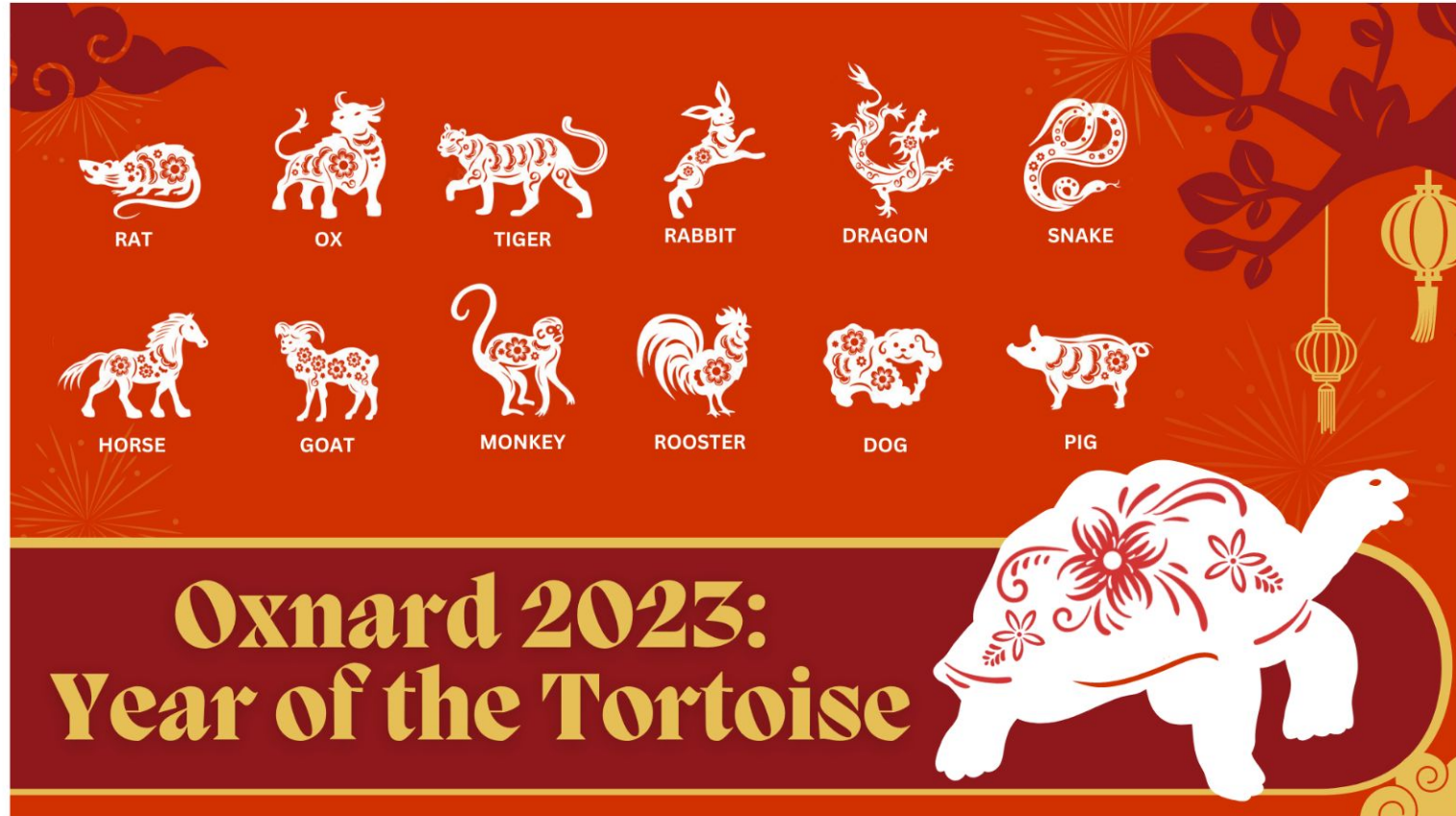
**Proposed FY 2023-24
All Fund Expenditures - \$604.8 (millions)*
(Includes Non-City Housing Authority)**



\$604.8M Proposed Budget excludes transfers to Capital projects of 48.7M. Capital Outlay Fund includes General Fund and Half Cents Sales Tax Capital projects.

**Preliminary figures as of May 8, 2023*

Conclusion



UPCOMING MEETINGS:

5/23/23

Finance and Governance Committee Meeting

6/6/23

**City Council Public Hearing on FY 2023-24
Operating Budget**

6/20/23

**City Council Adoption of the FY 2023-24 Operating
Budget and Capital Improvement Budget**

END OF PRESENTATION



Additional Information on FISCAL YEAR 2023-24 PROPOSED ANNUAL BUDGET

Finance and Governance Committee

May 23, 2023

That the Finance and Governance Committee recommend the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2023-24 proposed budget on June 6, 2023, for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 20, 2023.

GENERAL FUND PROFORMA (in Millions)

Revenues:	FY22-23 Adopted Budget	FY22-23 Year-End Estimates	FY23-24 Proposed Budget	\$ Change FY24 Proposed vs. FY23 Adopted	% Change
PROPERTY TAX	66.7	66.8	68.8	2.0	3.1%
SALES TAX - MEASURE E	55.1	58.4	59.9	4.9	8.8%
SALES TAX	40.6	43.6	44.9	4.3	10.5%
FRANCHISES	4.3	4.5	4.8	0.5	11.1%
BUSINESS LICENSE TAX	6.7	6.5	6.8	0.1	1.5%
TRANSIENT OCCUPANCY TAX	5.6	5.2	5.5	(0.1)	-2.5%
DEED TRANSFER TAX	1.0	0.8	0.7	(0.3)	-28.6%
BLDG FEES/PERMITS	3.3	3.8	3.8	0.5	13.9%
INTERGOVERNMENTAL	2.5	2.4	2.4	(0.1)	-2.7%
FEES/CHARGES	6.0	6.6	5.8	(0.2)	-2.9%
FINES/FORFEITURES	2.3	2.2	2.2	(0.2)	-6.5%
INDIRECT COST REIMB	8.3	8.3	7.8	(0.4)	-5.3%
INTEREST	0.9	0.8	1.0	0.1	11.4%
TRANSFERS IN	2.0	2.0	2.0	-	0.0%
OTHER REVENUE	2.8	2.9	3.3	0.5	17.2%
SPECIAL ASSESSMENTS	0.1	0.0	0.0	(0.1)	-100.0%
Total Revenues	\$208.2	\$214.9	\$219.7	\$11.5	5.5%

Totals may not add due to rounding₃₂₁

GENERAL FUND (101) EXPENDITURES (IN MILLIONS)

4

Expenditures by Department:	FY22-23 Adopted Budget	FY22-23 Year-End Estimates	FY23-24 Proposed Budget	\$ Change FY24 Proposed vs. FY23 Adopted	% Change
BILLING & LICENSING	1.4	1.5	1.5	0.1	6.2%
CITY ATTORNEY'S OFFICE	2.6	2.8	2.8	0.3	10.5%
CITY CLERK	0.6	0.6	0.7	0.1	11.1%
CITY COUNCIL	0.7	0.7	0.8	0.1	11.2%
CITY MANAGER'S OFFICE	2.8	2.7	3.2	0.3	12.1%
COMMUNITY DEVELOPMENT DEPT	13.9	12.5	16.1	2.2	16.0%
CULTURAL & COMMUNITY SERVICES	13.6	13.0	14.5	0.9	7.0%
FINANCE DEPARTMENT	6.8	6.4	7.2	0.4	6.1%
FIRE DEPARTMENT	30.8	33.6	33.4	2.6	8.3%
HOUSING DEPARTMENT	2.9	2.7	4.5	1.5	51.4%
HUMAN RESOURCES DEPT	3.5	3.4	4.1	0.6	15.7%
NON-DEPARTMENTAL	3.4	2.5	6.8	3.4	100.3%
DEBT SERVICES & TRANSFER TO OTHER FUNDS	37.6	28.0	28.1	(9.6)	-25.4%
POLICE DEPARTMENT	71.1	72.5	80.2	9.1	12.8%
PUBLIC WORKS DEPARTMENT	24.2	23.7	27.5	3.3	13.6%
Total Expenditures	\$216.1	\$206.6	\$231.5	\$15.3	7.1%

Totals may not add due to rounding₃₂₂

GENERAL FUND (101) PROJECTED FUND BALANCE (IN MILLIONS)

5

	FY22-23 Year-End Estimates	FY23-24 Proposed Budget
Beginning Fund Balance, Jul 1	\$62.4	\$53.0
Revenue	214.9	219.7
Expenditure	206.6	231.5
Net Annual Activity [Revenues Less Expenditures]	8.3	(11.7)
Estimated Multi-year CIPs Carryover from FY23 to FY24	(17.6)	-
Projected Ending Fund Balance, June 30	\$53.0	\$41.3
Future Liabilities Accounting Adjustments*	(13.3)	(1.9)
Estimated Ending Available Fund Balance, June 30	\$39.8	\$39.4
Fund Balance as % of Expenditures	19.3%	17.0%
Target Reserve Level	12.0%	12.0%

*Includes future payments of FY23/24 \$9.5 Million IUF and Measure O Liability of \$3.7 Million (\$1.9 M in FY23/24 & FY24/25)

MEASURE O FUND (IN MILLIONS)

6

	FY 22-23 Adopted Budget	FY22-23 YE Estimates	FY23-24 Proposed Budget	\$ Change FY24 Proposed vs. FY23 Adopted	% Change
Audited Undesignated Beginning Fund Balance	\$11.9	* \$15.8	\$16.2		
Revenues:					
Half Cent Sales Tax	\$18.21	\$19.98	\$20.13	\$1.92	11%
General Fund Loan Payment	\$1.88	\$1.88	\$1.88	\$.	0%
Interest Income	\$0.04	\$0.08	\$0.09	\$0.05	125%
Total Revenues	\$20.1	\$21.9	\$22.1	\$2.	10%
Expenditures by Category:					
Other Community Improvements	\$1.84	\$2.83	\$2.97	\$1.13	61%
Parks & Open Spaces	\$3.64	\$4.15	\$3.67	\$0.03	1%
Public Safety & Gang Prevention	\$8.64	\$7.92	\$2.73	-\$5.91	-68%
Traffic & Road Improvements	\$4.45	\$3.82	\$14.97	\$10.51	236%
Total Expenditures	\$18.6	\$18.7	\$24.3	\$5.8	31%
Net Annual Activity	\$1.6	\$3.2	-\$2.2		
Carryover to FY24		\$2.8			
Projected Ending Fund Balance, June 30	\$13.4	\$16.2	\$14.		
% of Fund Balance	72.23%	86.56%	57.40%		

* Beginning Fund Balance includes \$3.9 million of carry-over from FY21-22

Totals may not add due to rounding₃₂₄

WATER FUNDS (IN MILLIONS)

7

	FY22-23 Adopted Budget	FY22-23 Year-End Estimates	FY23-24 Proposed Budget	\$ Change FY24 Proposed vs. FY23 Adopted	% Change
Beginning Available Fund Balance, July 1	\$27.3	\$67.5	\$22.7		
Revenues:					
FEES/CHARGES	60.93	57.62	61.63	0.70	1.1%
FINES/FORFEITURES	0.35	0.48	0.50	0.14	40.8%
INTEREST	2.39	2.33	2.42	0.03	1.3%
TRANSFERS IN	0.16	0.16	0.16	0.00	0.0%
INFRASTRUCTURE USE FEE PAYMENT	4.25	4.25	4.04	-0.21	-5.0%
PROCEEDS - SALES OF BONDS / LOAN	1.35	0.00	0.00	-1.35	-100.0%
OTHER REVENUE	0.04	0.03	0.03	-0.02	-35.7%
Total Revenues	\$69.5	\$64.9	\$68.8	-\$0.7	-1.0%
Expenditures by Type:					
PERSONNEL	10.50	9.19	11.13	0.63	6.0%
OTHER O&M EXPENSE	39.05	35.29	38.66	-0.39	-1.0%
DEBT SERVICE	14.44	14.44	14.40	-0.04	-0.3%
CAPITAL OUTLAY	17.10	9.11	0.91	-16.19	-94.7%
TRANSFERS OUT	0.03	0.03	0.03	0.00	2.1%
INTERNAL FIXED CHARGES	3.98	4.45	4.72	0.74	18.6%
Total Expenditures	\$85.1	\$72.5	\$69.9	(\$15.3)	-17.9%
Net Annual Activity	(15.6)	(7.7)	(1.1)		
Projected CIP Carryover to FY23-24		37.1			
Projected Ending Available Fund Balance, June 30, 2024	\$11.6	\$22.7	\$21.7		
Fund Balance as % of Expenditures	13.7%	31.3%	31.0%		
Target Reserve Level	25%	25%	25%		

* Includes restrictive use and operating Funds

Totals may not add due to rounding³²⁵

WASTEWATER FUNDS (IN MILLIONS)

8

	FY22-23 Adopted Budget	FY22-23 Year-End Estimates	FY23-24 Proposed Budget	\$ Change FY24 Proposed vs. FY23 Adopted	% Change
Beginning Available Fund Balance, July 1	\$64.3	\$77.0	\$53.8		
Revenues:					
FEES/CHARGES	47.52	45.28	46.58	-0.94	-2.0%
FINES/FORFEITURES	0.29	0.20	0.44	0.15	53.4%
INTEREST	0.40	0.40	0.52	0.12	30.6%
INFRASTRUCTURE USE FEE PAYMENT	3.00	3.00	2.85	-0.15	-5.0%
PROCEEDS - SALES OF BONDS / LOAN	16.04	4.90	0.00	-16.04	-100.0%
OTHER REVENUE	0.00	0.03	0.03	0.03	
Total Revenues	\$67.2	\$53.8	\$50.4	(\$16.8)	-25.0%
Expenditures by Type:					
PERSONNEL	12.00	9.90	12.63	0.63	5.2%
OTHER O&M EXPENSE	14.67	12.87	14.28	-0.38	-2.6%
DEBT SERVICE	9.43	9.43	9.43	0.00	0.0%
CAPITAL OUTLAY / CIP	35.25	16.52	15.68	-19.57	-55.5%
TRANSFERS OUT	0.03	0.03	0.03	0.00	2.1%
INTERNAL FIXED CHARGES	3.06	3.12	3.36	0.30	9.9%
Total Expenditures	\$74.4	\$51.9	\$55.4	(\$19.0)	-25.5%
Net Annual Activity	(7.2)	1.9	(5.0)		
Projected CIP Carryover to FY23-24		25.1			
Projected Ending Available Fund Balance, June 30, 2024	\$57.1	\$53.8	\$48.8		
Fund Balance as % of Expenditures	76.7%	103.7%	88.1%		
Target Reserve Level	25%	25%	25%		

Totals may not add due to rounding

ENVIRONMENTAL RESOURCES FUNDS (IN MILLIONS)

9

	FY22-23 Adopted Budget	FY22-23 Year-End Estimates	FY23-24 Proposed Budget	\$ Change FY24 Proposed vs. FY23 Adopted	% Change
Beginning Available Fund Balance, July 1	\$17.0	\$29.9	\$14.4		
Revenues:					
INTERGOVERNMENTAL	-	0.09	-	-	
FEES/CHARGES	46.64	45.21	46.11	(0.53)	-1.1%
FINES/FORFEITURES	0.16	0.27	0.27	0.10	61.3%
INTEREST	0.17	0.17	0.11	(0.06)	-37.4%
INFRASTRUCTURE USE FEE REPAYMENT	2.75	2.75	2.61	(0.14)	-5.0%
OTHER REVENUE	0.00	0.07	0.04	0.04	1274.7%
Total Revenues	\$49.7	\$48.6	\$49.1	(\$0.6)	-1.2%
Expenditures by Type:					
PERSONNEL	22.92	24.29	23.66	0.74	3.2%
OTHER O&M EXPENSE	21.22	21.44	21.35	0.13	0.6%
DEBT SERVICE	2.10	2.10	2.10	(0.00)	0.0%
CAPITAL OUTLAY	2.02	3.03	0.52	(1.50)	-74.4%
TRANSFERS OUT	0.08	0.08	0.08	0.00	2.1%
INTERNAL FIXED CHARGES	8.78	8.70	9.61	0.83	9.4%
Total Expenditures	\$57.1	\$59.6	\$57.3	\$0.2	0.3%
Net Annual Activity	(7.4)	(11.1)	(8.2)		
Projected CIP Carryover to FY23-24		4.4			
Projected Ending Available Fund Balance, June 30, 2024	\$9.6	\$14.4	\$6.2		
Fund Balance as % of Expenditures	16.9%	24.1%	10.9%		
Target Reserve Level	25%	25%	25%		

Totals may not add due to rounding

That the Finance and Governance Committee recommend the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2023-24 proposed budget on June 6, 2023, for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the proposed budget, in preparation for final budget adoption on June 20, 2023.



END OF PRESENTATION