

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



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

Meeting Location: Council Chambers, 305 West Third Street

April 30, 2024

Appointment Items - 5:30 PM

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 822 8986 8317
3. Passcode: 101575

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.

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)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- 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

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

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: Update on Activities of Regional Defense Partnership (RDP).

C. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

D. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to Oxnard Union High School, Ocean View, and Oxnard Elementary School Districts for their participation in the 21st Migrant Education Program Regional Speech Debate Tournament.

E. 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.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Attorney Department

SUBJECT: Termination of Severe Storms Local Emergency.

RECOMMENDATION: That the City Council adopt a resolution proclaiming the termination of the severe storms local emergency.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

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

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

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Senior Services Commission. (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Gloria Maria Postel as an at large member to the Senior Services Commission.

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

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Community Relations Commission. (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Meaghan Tracy Salas to the Community Relations Commission representing District 6.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/VNOoHcJomY4>

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION/CONSENT AGENDA1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the April 2, 2024, regular

meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Police Department

SUBJECT: First Amendment to Agreement with InterTalk Critical Information Systems.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment to Agreement (contract A-8195) for InterTalk Critical Information Systems in the amount of \$207,454.00 for a not to exceed contract amount of \$956,083.00.

(This item did not originate in Committee).

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

3. City Manager Department

SUBJECT: Approval of FY 24-25 Special Event Support Program Events and Budget.

RECOMMENDATION: That the City Council approve the list of recommended events for the FY 24-25 Special Event Support Program, and approve a minor modification to the policy.

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

4. Information Technology Department

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

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fourth Amendment to Software License Agreement A-8011 with Superior LLC, a CentralSquare Company, in the amount of \$327,800 for FY24-25 with a new not-to-exceed total agreement amount of \$2,398,781 for information technology software and services.

(The Finance and Governance Committee approved 3-0 on April 9, 2024)

Legislative Body: City Council

Contact: Robert Ruben, (805)385-7554

5. Public Works Department

SUBJECT: Public Project Agreement 32400485 with SBS Corporation for Durley Park Concession Building Fire Damage Repair Project (Rebid), Specification No. PW 24-33R2.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$347,511 in project funding for the Durley Park Concession Building Fire Damage Repair Project C2327 (Rebid), Specification No. PW 24-33R2;

2. The Mayor to Execute an Agreement with SBS Corporation in the amount of \$289,593 with a contingency amount of \$28,959 (10%) for a total not to exceed contract amount of \$318,522 for the Project;

3. A Project allocation amount of \$28,959 (10%) for engineering, inspection, survey, and project management for the Project; and

4. A project budget appropriation from anticipated eligible insurance proceeds in the amount of

\$139,644 within the General Fund (101) to the Durley Park Concession Building Repairs Project (No. C2327).

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. City Manager Department

SUBJECT: Request for Approval of Two New One Time Measure O Projects.

RECOMMENDATION: That the City Council:

1) Approve the following new Measure O project with associated one time appropriation of funding: Water Craft Replacement - \$23,107; and

2) Approve the following new Measure O project with associated one time appropriation of funding: Chemical Analyzer - \$40,359.

This item will be reviewed by the Measure O Citizen Oversight Committee at their April 25, 2024 meeting.

Please click the following link to view the required Measure M pre-recorded presentation video:

Legislative Body: City of Oxnard City Council

Contact: Shiri Klima, (805) 385-7487

7. Finance Department

SUBJECT: Monthly Report and Accounting of all Receipts, Disbursements and Fund Balances.

RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of February 2024.

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

K. REPORTS

1. City Treasurer

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending March 29, 2024. (10 minutes)

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

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wVt4Wq71SLA>

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

2. Fire Department

SUBJECT: Urgent emergency services performed by Toro Enterprises, Inc. to protect properties and city infrastructure regarding the "Sunkist Fire." (10 Minutes)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a one-time payment with Toro Enterprises, Inc. (Toro) in the amount of \$42,668.00 for urgent on-call services performed, related to the Sunkist Fire.
2. Approve and authorize a one-time budget appropriation from the General Fund's (101) available fund balance to the Fire Department's operating budget in the amount of \$42,668.00.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/EUha0J-gjt0>

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

3. City Attorney Department

SUBJECT: Introduction of Ordinance Amending Oxnard City Code 7-319 Adding Public Areas to Regulations on Camping. (10 minutes)

RECOMMENDATION: That the City Council

1. Approve the first reading by title only and waive further reading of an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 7-319 OF THE OXNARD CITY CODE ADDING PUBLIC AREAS TO REGULATIONS ON CAMPING.

2. Find that the ordinance is not subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2) in that the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from CEQA pursuant to Section 15061(b)(3) in that it can be seen with certainty there is no possibility that this ordinance will have a significant effect on the environment.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/UU_FzB86Rxxw

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

4. Housing Department

SUBJECT: Downtown Oxnard Improvement Association Annual Update. (10 Minutes)

RECOMMENDATION: That the City Council receive and file the Fiscal Year 2023-24 Annual Update and presentation on the Oxnard Downtown Management District.

(This item did not originate in Committee.)

(Presentation will be live upon Downtown Oxnard Improvement Association member request).

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

5. Housing Department

SUBJECT: Renewal and Expansion of the Oxnard Downtown Management District. (10 Minutes)

RECOMMENDATION: That the City Council Adopt a Resolution of Intent to:

1. Renew and expand the Oxnard Downtown Management District (ODMD), located in downtown Oxnard, the boundaries of which are approximately 1st Street on the north, the railroad tracks and Oxnard Boulevard on the east, 8th Street on the south, and C Street on the west;
2. Levy and collect assessments therein in the amount of \$572,250 in fiscal year 2024-25; and
3. Hold a public hearing on July 2, 2024 on said renewal and levy of assessments.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/6tHhnojvZzo>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

6. Housing Department

SUBJECT: Acquisition of Real Property 201 South D Street Improved with a Ten-Unit Multifamily Development. (10 Minutes)

RECOMMENDATION: That the City Council:

1. Find that the recommended actions do not constitute a “project” subject to the California Environmental Quality Act pursuant to Section 21065 and Sections 15004(b)(4) and 15378 of the California Environmental Quality Act Guidelines and, as such, no environmental document pursuant to California Environmental Quality Act is required; and
2. Approve a loan to the Housing Authority of the City of Oxnard in amount not to exceed \$3,000,000 from the Community Development Block Grant fund for the acquisition of improved real property located at 201 South D Street plus improvements, transaction fees and related costs, subject to review and approval by the City Attorney.

That the Board of Commissioners:

1. Authorize the Housing Authority of the City of Oxnard to accept a loan from the City of Oxnard in amount not to exceed \$3,000,000 to finance the acquisition of improved real property located at 201 South D Street plus improvements, transaction fees and related, and authorize the Executive Director to execute any and all documents necessary to complete the loan, subject to review and approval by the Housing Authority General Counsel; and
2. Authorize the Housing Authority of the City of Oxnard to enter into a purchase and sale agreement for the acquisition of improved real property located at 201 South D Street in an amount not to exceed \$2,400,000, subject to an appraisal, and authorize the Executive Director or designee to execute any and all documents necessary to complete the acquisition, including but not limited to the attached purchase and sale agreement, subject to review and approval by the Housing Authority General Counsel.

(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/yplDyxiB3-8>

Legislative Body: City Council and Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

7. Public Works Department

SUBJECT: Resolution of Intent for Ordinance Granting Pipeline Renewal. (10 minutes)

RECOMMENDATION: That the City Council adopt a resolution of intent (“ROI”) to set a public hearing to introduce an uncodified ordinance granting the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard.

(Public Works and Transportation Committee approved 3-0 on April 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ettUNI2GAj8>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

L. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY AGENDA ITEM NO. F.1

DATE: April 30, 2024
TO: City Council
FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org
SUBJECT: Termination of Severe Storms Local Emergency.

RECOMMENDATION

That the City Council adopt a resolution proclaiming the termination of the severe storms local emergency.

BACKGROUND

Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services ("Director"), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session. On December 27, 2023, the Director of Emergency Services proclaimed the existence of a local emergency due to a severe rainstorm that commenced the week of December 18, 2023 producing more than 6 inches of rainfall in the city, 4.5 inches of which fell between 1:00 a.m. and 3:00 a.m. the morning of December 21, 2023 ("Local Emergency"). On January 2, 2024, the City Council adopted Resolution No. 15,758, proclaiming the Local Emergency and ratifying the Director's December 27, 2023 proclamation.

Pursuant to Government Code section 8634, Resolution No. 15,758 and Chapter 6 of the City Code, the Director promulgated orders and regulations necessary to provide for the protection of life and property. The City Council ratified those orders (waiving permit fees and replacement Environmental Resources bin fees, authorizing relocation benefits for certain displaced residents, and suspending street sweeping citations). Those orders are no longer necessary to address the impact of the Local Emergency.

Government Code section 8630(d) and Oxnard City Code section 6-4 require the City Council to proclaim the termination of a local emergency at the earliest possible date that conditions warrant.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. CC res terminating severe storm local emergency_2024

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
PROCLAIMING TERMINATION OF LOCAL EMERGENCY DUE TO SEVERE
STORMS**

WHEREAS, a local emergency existed in the City of Oxnard in accordance with the resolution thereof by Director of Emergency Services on the 27th day of December, 2023, and its ratification by the City Council on the 2nd day of January, 2024 as a result of conditions of extreme peril to the safety of persons and property caused by severe rain storms that commenced on the week of December 18, 2023; and

WHEREAS, the situation resulting from said conditions of extreme peril is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said City of Oxnard.

NOW, THEREFORE, the City Council of the City of Oxnard, State of California, does hereby proclaim the termination of said local emergency.

PASSED and ADOPTED this 30th day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: April 30, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Appointment of Member to Serve on the City's Senior Services Commission. (5 minutes)

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Gloria Maria Postel as an at large member to the Senior Services Commission.

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

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG), including the Senior Services Commission. The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before the appointment.

DISCUSSION

The Senior Services Commission (SSC) analyzes, defines and investigates issues and needs of senior citizens in the City, develops and recommends solutions to problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens.

The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday. For this purpose, Mayor Zaragoza nominated Gloria Maria Postel as an at large member to the Senior Services Commission, who has passed the City's formal background check procedures.

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. Gloria Postel Presentation

Appointment of Member to Serve on the City's Senior Services Commission

City Council

April 30, 2024

Dee Lai, Assistant City Clerk



That the Mayor, with the approval of the City Council, appoint Gloria Maria Postel as an at large member to the Senior Services Commission.

SENIOR SERVICES COMMISSION

Function	The Senior Services Commission analyzes, defines, and investigates issues and needs of senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of senior citizens and the treatment of senior citizens.
Requirements	The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday.
Nomination	Mayor Zaragoza nominates Gloria Maria Postel as an at large member to the Senior Services Commission.



THE END



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. G.2

DATE: April 30, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Appointment of Member to Serve on the City's Community Relations Commission. (5 minutes)

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Meaghan Tracy Salas to the Community Relations Commission representing District 6.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/VNOoHcJomY4>

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG), including the Senior Services Commission. The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before the appointment.

DISCUSSION

The Community Relations Commission's (CRC) powers and duties relate to analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of a person on a basis other than individual merit. The CRC promotes mutual understanding and respect, including through educational campaigns among all residents to discourage or prevent the aforementioned negative practices.

The CRC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Valenzuela nominated Meaghan Tracy Salas to the Community Relations Commission representing District 6, who has passed the City's formal background check procedures. Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies on the City's commissions, committees and boards.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Dee Lai, Assistant City Clerk

ATTACHMENTS

1. Meaghan Tracy Salas Powerpoint

Appointment of Member to Serve on the City's Community Relations Commission

City Council

April 30, 2024

Dee Lai, Assistant City Clerk



That the Mayor, with the approval of the City Council, appoint Meaghan Tracy Salas to serve on the Community Relations Commission representing District 6.

COMMUNITY RELATIONS COMMISSION

Function	The Community Relations Commission's (CRC) powers and duties relate to analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of a person on a basis other than individual merit. The CRC promotes mutual understanding and respect, including through educational campaigns among all residents to discourage or prevent the aforementioned negative practices.
Requirements	The CRC is composed of seven members, all of whom must reside in the City and be over the age of 18.
Nomination	Councilmember Valenzuela nominates Meaghan Tracy Salas to represent District 6.



THE END



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

DATE: April 30, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the April 2, 2024, regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 04 02 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 2, 2024

A. **ROLL CALL, POSTING OF AGENDA**

At 6:00 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua (remote participation), Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran (remote participation), Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

During this meeting, Councilmember Teran participated remotely from the following location: Moxy by Marriott Phoenix Tempe/ASU, 1333 Rural Road, Tempe, AZ 85281. Councilmember Basua also participated remotely due to a work conflict and took a break from the meeting at 7:15 p.m. and re-joined the meeting at 7:48 p.m. She was absent from the meeting during this time.

B. **OPENING CEREMONIES**

Mayor Pro Tem MacDonald led the pledge of allegiance.

C. **CEREMONIAL ITEMS**

1. SUBJECT: Presentation of a Proclamation Designating the Week of April 7 - 13, 2024 as "Library Week" in the City of Oxnard.

Mayor Zaragoza presented the proclamation to Kathleen Ashmore, Library Manager. Ms. Ashmore accepted the proclamation, introduced her team, and followed with a few words.

2. SUBJECT: Presentation of a Proclamation Designating the Month of April 2024 as "Public Safety Dispatchers Month."

Mayor Zaragoza presented a proclamation to the Oxnard Police Department Public Safety Dispatchers and Chief Jason Benites recognized the Dispatch Department staff and thanked them for their dedication. A proclamation was also presented to the Oxnard Fire Department, Battalion Chief Karsten Guthrie accepted the proclamation. A proclamation was also presented to the Ventura County Fire Department, Fire Captain Guillermo De La Rosa

accepted the proclamation and followed with a few words.

3. SUBJECT: Presentation of a Proclamation Designating the Month of April 2024 as "Fair Housing Month."

Mayor Zaragoza presented the proclamation to Cami Pinsak, Real Estate Agent and President of the Ventura County Coastal Association of Realtors, who accepted the proclamation and followed with a few words.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Santiago, Samuel Salazar, and Maria Navarro (Villa Oxnard Apartments); and Marisa Martinez (Mental Health/Behavioral Health).

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen introduced Julie Estrada with the Cultural & Community Services Department Recreational Services who announced a few upcoming community events.

1. City Attorney Department
SUBJECT: Severe Storms Emergency Action.
RECOMMENDATION: That the City Council:

1. Reconsider the existence of the Severe Storms Local Emergency ("Local Emergency") proclaimed by the Director of Emergency Services on December 27, 2023 (ratified by the City Council on January 2, 2024); and
2. Find that there is a need to continue the Local Emergency.

Ken Rozell, Chief Assistant City Attorney presented the item. No public comments were received.

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

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

The members of the Council provided brief announcements regarding their various activities.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items I.1 through I.2 were reviewed and discussed among the Council and staff.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Debbie Mitchell (I.2).

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the March 4, 2024, regular meeting as presented.

2. Public Works Department

SUBJECT: Agreement 32400338 with Cameron D. Duncan DBA Duncan Engineering for On-Call Marine Engineering Services for Public Works.

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an On-Call Agreement with Duncan Engineering for the maximum five-year term of the Agreement, with the initial agreement term ending March 31, 2025, after which the Agreement may be extended for four additional one-year terms with a fully extended final term ending on March 31, 2029, for an amount not to exceed \$500,000.00 for Marine Engineering services; and
2. A budget appropriation transfer in the amount of \$100,000 from the FY 2023-24 available budget in the General Fund Public Works Engineering division to the Mandalay Bay Seawalls Capital Improvement Project (No. C1901).

(As of the date of this City Council agenda being posted, there is not yet an outcome from the March 26, 2024 Public Works and Transportation Committee.)

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

J. PUBLIC HEARINGS

1. Housing Department

SUBJECT: 2020 Annual Action Plan Amendment – Community Development Block Grant CARES Act. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a United States Department of Housing and Urban Development public

hearing regarding the fiscal year 2020-2021 Annual Action Plan Amendment – CARES Act;

2. Approve the fiscal year 2020-2021 Annual Action Plan Amendment CARES Act;
3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2020-2021 Annual Action Plan Amendment CARES Act and authorize the budget appropriations to fund the administration and projects;
4. Authorize the City Manager and his designees, to execute the required documents to submit the 2020-2021 Amended Annual Action Plan CARES Act to the United States Department of Housing and Urban Development; and
5. Authorize the City Manager, and his designees, to execute all of the agreements necessary for the implementation of the Annual Action Plan CARES Act amendment.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 12, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video:

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

Emilio Ramirez, Housing Director was available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

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

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

K. REPORTS

1. Community Development Department
SUBJECT: Study Session to Provide Direction on Advancing Accessory Dwelling Unit (ADU) Regulations Authorized Under California Assembly Bill 1033.
RECOMMENDATION: That the City Council:

1. Receive and file the information provided in this staff report; and
2. Determine that the City of Oxnard should not implement Assembly Bill 1033.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 12, 2024.)

Jeff Pengilley, Community Development Director presented and answered questions. Public comments were received from Barbara Macri-Ortiz and Debbie Mitchell.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; Valenzuela voted against; motion passed 5-1. Councilmember Basua was absent during this vote.

2. Public Works Department

SUBJECT: Citywide Pavement Management Program Overview.

RECOMMENDATION: That the City Council receive and file a report on the Citywide Pavement Management Program Overview.

(Public Works & Transportation Committee approved 3-0 on March 12, 2024.)

Michael Wolfe, Public Works Director presented and answered questions. No public comments were received. The report was received and filed; no formal action was required.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:53 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. J.2

DATE: April 30, 2024

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: First Amendment to Agreement with InterTalk Critical Information Systems.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to Agreement (contract A-8195) for InterTalk Critical Information Systems in the amount of \$207,454.00 for a not to exceed contract amount of \$956,083.00.

(This item did not originate in Committee).

BACKGROUND

On July 6, 2020, the Council approved a 10-year agreement (A-8195) with InterTalk Critical Information Systems (InterTalk). Under the terms of the agreement, InterTalk shall provide hardware, software, and maintenance for the life of the agreement. This agreement updated the Police Department's Emergency Communications Center from the obsolete Motorola Gold Elite Radio Consoles to the InterTalk P25 Compatible radio consoles. P25 is a suite of standards for digital mobile radio communications. This purchase allowed for a future upgrade into a completely interoperable connection and integration into the County of Ventura's Radio System.

At the time of the original agreement, rebuilding the radio infrastructure was not feasible due to cost and the state of the Police Department's current radio infrastructure. In 2023, the Police Department entered into discussions with the County of Ventura about a countywide radio infrastructure plan with subscriber capabilities. The First Amendment to the Intertalk Agreement includes the scope of work that will provide the necessary features, including upgrades to hardware and software, that will allow the Police Department to connect and subscribe to the County Radio System. Connecting to the County of Ventura's Radio System will achieve improved interoperability with surrounding agencies and satisfy the Department of Justice's mandate of securing information that is transmitted via the radio frequencies.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient budget available from ARPA Lost Public Sector Revenue project funding to cover this amendment.

For Finance Use Only: Capital Outlay Fund (Org. 3012131 Obj. 53200, 56040, 49300), Lost Public Sector Revenue (Org. 3201001 Obj. 59800) Project C2257 - Police Radio Communications Upgrade

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Gaye Lynn Ward, Police Communications Manager

ATTACHMENTS

1. 1st Amendment Packet A-8195
2. A-8195 Original Agreement

FIRST AMENDMENT FOR TRADE SERVICES

This first Amendment ("First Amendment") to the Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of April, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and InterTalk Critical Information Systems("Vendor"). This first Amendment amends the Agreement entered into on July 6, 2020, by City and Vendor.

City and Vendor agree as follows:

1. The reference to the Rates and Costs Exhibit everywhere it is listed in the Agreement is hereby amended to add also the Quote Number Q2322149 as of March 28, 2024 Exhibit. The Quote Number Q2322149 as of March 28, 2024 Exhibit is attached hereto and incorporated herein by this reference.
2. In Section 6 of the Cover Page of the Agreement is hereby amended to state: Years 1 through 7 not to exceed \$840,361 with the option to renew the annual license for years 8 through 10 not to exceed an additional amount of \$115,722 for a total amount of \$956,083.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

[SERVICE PROVIDER]

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

_____, Date

_____,³ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ The City requires the following for any contract:

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

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

**INTERtalk CRITICAL INFORMATION SYSTEMS**

371 Cutler Avenue, Dartmouth, Nova Scotia, Canada B3B 0J5

Quote Number	Q2322149	Created Date	28-Mar-2024
Quote Subject	P25 system upgrade for Dispatch Console	Quote Expiration	27-May-2024
Account Name	City of Oxnard	Prepared By	Jeff Kelly
Account Contact	Gaye Lynn Ward	Email	jkelly@intertalksystems.com
Contact Email	gaye.lynn.ward@oxnardpd.org	Revision	3
Account Phone	805-385-7784		
Description	InterTalk Dispatch Console System -- P25 equipment and software upgrade. Redundant CSSI + Non-redundant donor radio interface. P25 licensing tier supports up to 12 simultaneous talkpaths. Sentinel IP Radio Gateways and Radio Interface Connection line items provide connectivity to donor radios.		

NOTES & ASSUMPTIONS

- GPS display from P25 portables is not supported with the quoted equipment.
- Quote assumes sufficient network switch space is available; InterTalk can quote and provide additional switches if necessary.
- Third-party radio vendor connection/license fees (CSSI and/or DFSI) are not InterTalk's purview.
- Upgraded networking equipment may be required to support network connection to County radio system. Not included in quote.
- Quote assumes existing console system switches at Oxnard are to be utilized.
- Any potential DFSI upgrade/connectivity is not a part of this quote.
- Each IPS supports up to 24 talkpaths; additional talkpaths beyond the licensed 12 talkpath capacity (item #905-1007) requires an IPS license upgrade.

Rev.2: Removed server rail rack line items; adjusted System Engineering line item, and combined "Production, Assembly..." line item into SysEng; married up some on-site vs. HQ configuration efforts for SysEng time savings. Sales tax line adjusted to include Eventide logger line item.

Rev.3: Added two (2) additional redundant Motorola P25 talkpaths for a total of 14, per email request March 28, 2024 from Mel Samples.

Product Family	Code	Product	Qty	MSRP	Total Price
Redundant CSSI / Non-Redundant Donor Radio Interface to Console System					
P25	905-1007	License - P25 Server (IPS), C Series (up to 12 talkpaths)	2	\$ 11,000.00	\$ 22,000.00
P25	550-1700	InterTalk P25 Server (IPS) V/C Series	2	\$ 7,995.00	\$ 15,990.00
P25	550-1200	InterTalk CSSI Gateway (ICG)	2	\$ 7,995.00	\$ 15,990.00
P25	830-4001-01	P25 AES Encryption dongle, per server (up to 24 talkpaths)	2	\$ 8,000.00	\$ 16,000.00
P25	830-4002	P25 CSSI talkpath (each), Motorola	14	\$ 2,212.50	\$ 30,975.00
RF Control	660-2002	Sentinel IP Radio Gateway, 2-port	5	\$ 2,295.00	\$ 11,475.00
		<i>Each Sentinel unit supports one (1) donor radio interface</i>			
RF Control	660-2008-CCDI	Radio Interface Connection, TAIT	5	\$ 1,595.00	\$ 7,975.00
Hardware	610-2001	Sentinel Rack Mount Plate (3 units, 1U)	2	\$ 187.50	\$ 375.00
Logger Interface	905-3082	Logger Connection - Digital, Radio	15	\$ 250.00	\$ 3,750.00
Eventide NexLog Additional VOIP/SIPREC Licensing					
3rd Party		> 8-Channel VOIP BASE Licensing--8 pack, qty: 2 > Add-on 8 pack Channel VoIP Licensing, qty: 2 > INCLUDED through 10/2024 - SW Update Subscription (DXSUS) SMA	1	\$ 12,980.00	\$ 12,980.00
Professional Services					
Pro Svcs	SERV-PM-DAY	Project Management, daily	4	\$ 2,080.00	\$ 8,320.00
Pro Svcs	SERV-ENG	System Engineering	92	\$ 260.00	\$ 23,920.00

Installation of server/system OS, application software pieces (IPS, ICG), testing and configuration of Sentinel application and donor radio interface application software, P25 IPS & ICG staging, configuration, ILS/CE configuration for setting up P25 and logging recorder configuration for new resources, network switch / port configuration to accommodate new system hardware, creating system documentation.

Pro Svcs	SERV-INST-DAY	Installation labour, daily	7	\$	2,080.00	\$	14,560.00
<i>This line item represents one (1) InterTalk System Engineer on site over five (5) days [plus 2 days travel], time spent conducting P25 system commissioning and integration testing with Motorola's system and Tait donor radios, site acceptance testing (SAT)</i>							
Pro Svcs	SERV-INST-TRV	Travel, incidentals	1	\$	5,285.00	\$	5,285.00
Pro Svcs	SERV-INST-DAY	Installation labour, daily	2	\$	2,160.00	\$	4,320.00
<i>This line item represents P/Telcom cold install of hardware, with two (2) Technicians on site over two (2) days</i>							
Pro Svcs	SERV-SMF-ANNUAL	InterTalk ServiceFirst Software Support - Annual, Biz Hrs (Charged after expiration of Year 1 warranty)	0	\$	6,053.85	\$	-
Shipping	SHIPPING-GRD	Shipping & Handling (Ground)	1	\$	819.20	\$	819.20

NOTES

Payment Terms: Net 30 Days

Shipping: Ground

Prices quoted are USD

Subtotal	\$	194,734.20
Taxes 9.25%	\$	12,719.68
Total	\$	207,453.88

InterTalk's products include a one (1) year warranty. The warranty covers hardware repairs, software defect fixes, and includes software maintenance, and business hours remote support (8:30am-5:30pm EST). Extended hardware warranty can also be quoted upon request. 30 days prior to the conclusion of the warranty period, customer will renew ServiceFirst Support Program on an annual basis (SERV-SMF-ANNUAL and/or SERV-TLRS-SMF).

STANDARD TERMS AND CONDITIONS OF SALE

Prices	Unless otherwise specified, prices quoted are FCA Dartmouth, Nova Scotia. Prices are subject to change without notice unless an expiration date is specifically included on the quotation. Terms are Net 30 days from date of invoice. A 1.5% per month charge is added to overdue accounts. Prices include the cost of standard domestic packaging but not shipping.
Quotations	This proposal quotation is based on InterTalk's best understanding of the project based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation. Only written quotations are valid.
Acceptance of Orders	Orders are valid only when accepted at the seller's Dartmouth, Nova Scotia office and are subject to approval of InterTalk's finance department.
Deposits and Payments Due	System orders require a deposit equal to twenty-five percent (25%) of the equipment price. An invoice will be provided along with the order confirmation for accepted orders. The remaining seventy-five percent of the equipment will be invoiced upon delivery of the equipment to buyer's site(s). Services will be invoiced upon system cutover or 30 days from completion, whichever is sooner.
Claims for Damage or Loss in Transit	The buyer must make claims against the carrier.
Specification Changes	All designs and specifications are subject to change without notice provided the changes do not materially affect performance.
Returned Material	Written authorization must be obtained before returning material.
Delays or Inability to Perform	The seller is not liable for delays or inability to perform or fulfill contractual obligations when the causes thereof are beyond the reasonable control of the seller.
Termination for Convenience	Customer may terminate a standard system contract for convenience or other reason under the following conditions: Customer pays twenty-five percent (25%) of total equipment cost as a cancellation/restocking fee. Equipment is returned to InterTalk in new, sellable condition to InterTalk's Dartmouth, Nova Scotia office at buyer's expense within 30 days of customer receipt. Note: Special order or custom-built materials cannot be canceled unless InterTalk determines in its sole discretion that they are resalable. Customer also agrees to pay for any Non-Recurring Engineering (NRE) work at the agreed upon rate, pro-rated for the amount completed.



**Intellectual Property
Disclaimer**

InterTalk is in the business of developing standard commercial radio-telephone console systems and accessories. These products include proprietary hardware and software. From time to time, InterTalk proposes to develop new, incremental hardware and software features for these systems, for a fee, as part of a contract to meet customer's specific needs. This fee is not development for hire; rather the fee compensates the company for the opportunity cost to add those specific features to the product in a specified time frame rather than other commercially attractive features on the InterTalk development roadmap. The features and functions become part of the standard product. All ownership rights to the features and functions implemented under this contract remain with InterTalk. It is expressly understood that InterTalk conveys no Intellectual Property ownership rights to the purchasing customer or end user.

**Commercial Limited
Equipment Warranty**

The seller warrants that, at the time of shipment, the products manufactured by the seller are free from defects in material and workmanship. The seller's obligation under this warranty is limited to replacement or repair of such products within one year from date of system installation. In no event should system installation occur later than ninety (90) days after shipment. No material is accepted for replacement or repair without written authorization from the seller. Warranty replacement or repair is made only after examination at the Dartmouth, Nova Scotia facility shows defective material or workmanship at the time of manufacture. All shipping charges on returned material must be prepaid by the customer.

Seller is not liable for installation cost or for replacement or repair of products damaged by lightning or abuse.

Any repaired or replacement parts furnished under this warranty will be warranted for the remainder of the warranty period of the equipment in which it is installed.

Equipment and accessories not manufactured by InterTalk carry the standard warranty of the manufacturer thereof. InterTalk will assist customer in resolving any warranty issues for these items.

The preceding paragraphs set forth the exclusive remedies for claims based on failure of the products furnished to meet Seller's warranties whether claim is in contract or tort and however instituted, and upon the expiration of the warranty period, all such liability shall terminate.

INTERTALK'S COMMERCIAL LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL INTERTALK BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER WITH RESPECT TO CLAIMS MADE HEREUNDER.

**Software Maintenance
Fee, Annual**

InterTalk's Annual Support & Software Maintenance Fee for the InterTalk DCS & Enlite (SERV-SMF-ANNUAL or SERV-247SMF-Yx) and Transcript Archival Logging Recorder System (SERV-TLRS-SMF) hardware, software and peripherals provides:

- New releases of ICE, ENLITE and TS that are corrective revisions for earlier versions,
- Remedies for defective software, and/or
- No-cost enhancements to earlier releases.



AGREEMENT FOR TRADE SERVICES **COVER PAGE**

- (1) Agreement Start Date: July 6, 2020
- (2) Vendor: InterTalk Critical Information Systems
- (3) Services: 911 Dispatch Consoles, Software and Hardware
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: Complete installation 1/31/2021; 1 year factory warranty expires 1/31/2022; 7 year maintenance agreement ends 1/31/2029.
- (6) Total Agreement Amount:
Years 1 through 7 not to exceed \$615,340.62, with the option to renew the annual license for years 8 through 10 not to exceed an additional amount of \$109,072.54 for a total amount of \$724,413.16
- (7) City's Project Manager: Gaye Lynn Ward, Public Safety Dispatcher
Nathan Renner
- (8) Vendor's Project Manager: ~~Michael Barnett~~, Project Manager
- (9) Insurance Coverage: INS-W
- (10) What wages are required for this Project?
☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

371 Cutler Avenue
Dartmouth, Nova Scotia B3B 0J5 Canada
Attn: Chris Oldham, President

FOR CITY:

251 South "C" Street
Oxnard, CA 93030
Attn: Gaye Lynn Ward, Public Safety Dispatcher

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

nrenner@intertalksystems.com

CITY'S PROJECT MANAGER:

Gaye.Lynn.Ward@oxnardpd.org

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

- | | |
|--|---|
| ☒ Scope of Services Exhibit | ☒ Living Wage Policy Exhibit |
| ☒ Rates and Costs Exhibit | ☒ Service Level Agreement Exhibit |
| ☒ Schedule of Services Exhibit | ☒ Insurance Exhibit (INS-W) |



AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein. No price increases will be permitted during the term of this Agreement. The City requires written proof satisfactory to the City, upon the City's acceptance, of cost increases prior to any approved price adjustment. After the final term of the award with a minimum of 60-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items, less food and energy - Los Angeles and be subject to satisfactory performance review by the City and approved (if needed) for budget funding by City Council.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall not constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services, pursuant to the terms set out in this Agreement. Likewise, City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such

term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination

shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim, in any form or at any stage of an action or proceeding. The obligation to defend extends through final judgment, including exhaustion of any appeals. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

17. Documents and Materials.

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

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

duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

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

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any

legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

42. Contract Documents & Order of Precedence. This Agreement include the following Exhibits:

Exhibit A	Schedule 1: Business Travel Policy
Exhibit B	Schedule 2: Service Level Agreement

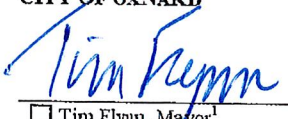
In the event of conflict between any provisions of this Agreement, the following order of precedence shall apply:

- The Agreement and its Exhibits
- Exhibit C- Best and Final Offer
- Exhibit D- InterTalk's response to the City Request for Clarifications, with later versions taking precedence over earlier versions
- Exhibit E- InterTalk submitted Proposal

[Signatures on next page]

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

CITY OF OXNARD

 7/7/20
☐ Tim Flynn, Mayor¹ Date

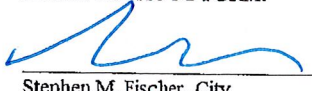
INTERTALK CRITICAL INFORMATION SYSTEMS

Christopher
 Oldham:A010980000001663ABF539E0000D28F
 1663ABF539E0000D28F
Digitally signed by Christopher Oldham; DN: cn=US, o=U.S. Government, ou=ICA, ou=InterTalk Critical Information Systems Inc., cn=Christopher Oldham; A010980000001663ABF539E0000D28F; Date: 2020.05.21 18:04:19 -0700
 Chris Oldham, President Date
20200521
 Larry Hicks, VP Engineering Date

ATTEST:

 7/7/20
 Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 7/7/2020
 Stephen M. Fischer, City Attorney (always required) Date

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

RATES AND COSTS EXHIBIT

1.0 Milestone payment

Fees for the service and equipment shall be invoiced as indicated below, beginning on the commencement of the initial term as set forth on the first page of this Agreement. The City's annual license fees for the initial term are set forth below.

Event	Milestone	Description	% Contract
1	Contract Award	Project Initiation / kick-off	10
2	Detail Design Review	Final acceptance of system design	25
3	Factory Acceptance Test (FAT)	System functional test @ InterTalk lab	25
4	Installation	Equipment installation complete @ customer site	10
5	Site Acceptance Test (SAT)	Acceptance of SAT	15
6	Cutover	Final acceptance of system, warranty period begins	15

1.2 Cost and fees

Line	Product Family	Code	Product	Qty	Price	Year 2-7	Year 2-10
						Total Price	Total Price
1	Dispatch Console - CORE	901-1001	InterTalk Logistics Supervisor (ILS) license	2	\$15,000.00	\$ 30,000.00	\$30,000.00
2	Dispatch Console - CORE	550-1000	Industrial Computer, ILS	2	\$ 5,495.00	\$ 10,990.00	\$10,990.00
3	Dispatch Console - CORE	560-1002	KVM Access Terminal	1	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00
4	Dispatch Console - CORE	700-1048	LAN Switch, 48-port	2	\$ 3,993.85	\$ 7,987.70	\$ 7,987.70
5	Dispatch Console - Workstation	901-1011	Console Engine (ICE) license -per seat	6	\$ 5,000.00	\$ 30,000.00	\$30,000.00
6	Dispatch Console - Workstation	401-2001	Audio Exchange (AUDx)	7	\$ 2,775.00	\$ 19,425.00	\$19,425.00
7	Dispatch Console - Workstation	410-1001	Speaker Set (2)	6	\$625.00	\$ 3,750.00	\$ 3,750.00
8	Dispatch Console - Workstation	430-1001	Footswitch single pedal	6	\$155.00	\$ 930.00	\$930.00
9	Dispatch Console - Workstation	405-2012	Headset Jackbox, Heavy Duty	12	\$550.00	\$ 6,600.00	\$ 6,600.00
10	Dispatch Console - Workstation	526-2001	Console monitor, 24" Touchscreen	6	\$ 1,195.00	\$ 7,170.00	\$ 7,170.00
11	Dispatch Console - Workstation	510-1021	Console desktop	6	\$ 1,500.00	\$ 9,000.00	\$ 9,000.00
12	Dispatch Console - RF Interface	101-1401	InterTalk Q series controller, 12 slot	2	\$ 3,450.00	\$ 6,900.00	\$ 6,900.00
13	Dispatch Console - RF Interface	110-2001	Double power supply	1	\$ 2,495.00	\$ 2,495.00	\$ 2,495.00
14	Dispatch Console - RF Interface	201-1031	QRLI Quad port interface card	4	\$ 2,295.00	\$ 9,180.00	\$ 9,180.00
15	Dispatch Console - RF Interface		Kenwood NX-5XXX control station w/antenna	1	\$ 5,047.35	\$ 5,047.35	\$ 5,047.35
16	Professional Services		Operator Training, 4-hour course, 10 attendees	2	\$ 6,000.00	\$ 12,000.00	\$12,000.00
17	Professional Services		Sys Tech Training, 8-hour course	1	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00

18	Professional Services		System Engineering, Production, Configuration	1	\$44,515.37	\$ 44,515.37	\$44,515.37
19	Professional Services		Project Management	1	\$30,000.00	\$ 30,000.00	\$30,000.00
20	Professional Services		System Installation	1	\$92,040.00	\$ 92,040.00	\$92,040.00
21	Archival Recorder		Transcript Logging Recorder System	1	\$111,550.00	\$111,550.00	\$ 111,550.00
					Subtotal	\$451,230.42	\$451,230.42
					TAX	\$ 34,970.36	\$34,970.36
22	Shipping		Shipping (Est.)	1	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
23	Professional Services - SLA	Serv-SLA-YR2	Technical Support Agreement, Year 2	1	\$35,000.00	\$ 35,000.00	\$35,000.00
24	Professional Services - SLA	Serv-SLA-YR3	Technical Support Agreement, Year 3	1	\$35,937.32	\$ 35,937.32	\$35,937.32
25	Professional Services - SLA	Serv-SLA-YR4	Technical Support Agreement, Year 4	1	\$36,933.43	\$ 36,933.43	\$36,933.43
26	Professional Services - SLA	Serv-SLA-YR5	Technical Support Agreement, Year 5	1	\$37,992.98	\$ 37,992.98	\$37,992.98
27	Professional Services - SLA	Serv-SLA-YR6	Technical Support Agreement, Year 6	1	\$39,121.07	\$ 39,121.07	\$39,121.07
28	Professional Services - SLA	Serv-SLA-YR7	Technical Support Agreement, Year 7	1	\$40,323.32	\$ 40,323.32	\$40,323.32
29	Professional Services - SLA	Serv-SLA-YR8	Technical Support Agreement, Year 8	1	\$-	\$ -	\$41,605.88
30	Professional Services - SLA	Serv-SLA-YR9	Technical Support Agreement, Year 9	1	\$-	\$ -	\$42,975.56
31	Professional Services - SLA	Serv-SLA-YR10	Technical Support Agreement, Year 10	1	\$-	\$ -	\$44,439.84
					Subtotal	\$717,758.90	\$846,780.18
					Discount 15%	\$-102,418.28	\$-122,367.02
					Total	\$615,340.62	\$724,413.16

EXHIBIT C
INTERTALK'S RESPONSE TO THE CITY BEST AND FINAL OFFER (BAFO)
BAFO #1



REQUEST FOR BEST AND FINAL OFFER (BAFO)
911 DISPATCH CONSOLE FOR OXNARD POLICE

BEST AND FINAL OFFER

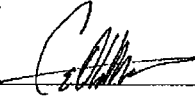
October 23, 2019

CERTIFICATION OF RECEIPT OF BEST AND FINAL OFFER

(BAFO COVER PAGE)

To verify that you have received a copy of this BAFO, please sign the cover page of this BAFO and return it no later than October 30, 2019 on or before 2:00 PM PT by email.

I certify that I have received this (BAFO) on behalf of the company am duly authorized officer of the company/firm/sole proprietorship.

Signed:  Dated: 29 October 2019
Print Name: Chris Oldham Title: President
Company: InterTalk Critical Information Systems Inc.
Email: coldham@intertalksystems.com

BEST AND FINAL OFFER

1.0 This Best and Final Offer (BAFO) is considered to be part of the Request for Proposal (RFP). All other terms of the RFP remain unchanged and in effect. This BAFO is intended to solicit Vendor's best and final pricing without compromising services or deliverable in regard to the original proposal submitted by the Vendor of the above referenced RFP. Any information contained herein will be considered part of the Vendor's proposal and as such will be used in the evaluation of the bid responses.

The request in this BAFO is primarily the result of your companies RFP response to the 911 DISPATCH CONSOLE FOR OXNARD POLICE PO 20-03.

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Best and Final Offer:

All responses must be submitted in accordance with the standards and specifications contained within this Best and Final Offers (BAFO) and must contain the signed certification of receipt cover page to meet the requirements specified.

2.2 Cover Page/Signature on Response

- a. The cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind the company/organization contractually.
- b. The City shall not pay any costs incurred or associated in the preparation of this or any proposal or for any Vendor participation in the procurement process.
- c. The Vendor must provide only the information requested in this BAFO, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.
- d. Late responses may not be accepted. Responses submitted to any other City office may be rejected. Acceptance of a late response is at the discretion of the Purchasing Manager. The responses shall be concise and to the point. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

2.3 Submitting responses to BAFO's:

- a. Responses to BAFO's must be sent via e-mail. Responses shall be sent to the Purchasing Department at Lisa.Boerner@oxnard.org.
- b. Responses shall be clearly identified stating "ATTENTION: BAFO FOR RFP #PO 20-03" shown in the subject line of the e-mail. BAFO's must be sent in a print ready PDF format. Note: It is the Vendor's responsibility to ensure the e-mail is sent no later than the time and date indicated in this document.

3.0 BAFO Price Proposal:

3.1 Please submit your BAFO without compromising any services, hours or deliverables. Please provide:

- a. BAFO for the complete solution as a turnkey approach,
- b. Include your BAFO of the annual maintenance and license renewals, please ensure that you include year's 6-10 as well,
- c. Please review and revise, or provide detail that that supports installation price,
- d. Provide BAFO pricing for future on-site technical support based on 8 hour work day(s) related to anticipated future removal/re-install in new console furniture,
- e. Provide BAFO of your proposed technical training of \$9500.

Vendor Response:

- (a) Please see the revised BAFO cost proposal.
- (b) Installation pricing is based on two (2) technicians onsite for two (2) weeks, installing all back office and console workstation equipment. This also includes the required in-house wiring identified as within scope for this contract. In accordance with our reply to (a) above, please see the revised BAFO cost proposal.
- (c) On-site technical support for an eight (8) hour work day is available at \$1275/day and a daily per diem of \$237/day as per the GSA FY18 Per Diem rates for California (Ventura Co.)
- (d) In accordance with our reply to (a) above, please see the revised BAFO cost proposal.

3.2 As stated during pre-bid, the replacement control station sub segment does not require new transmission line, antenna, or associated labor:

- a. Provide a BAFO cost for this solution

- b. Please clarify if Intertalk will perform the actual radio programming and installation or if this will be performed by a sub-contractor – and who.

Vendor Response:

- (a) In accordance with our reply to 3.1 (a) above, please see the revised BAFO price proposal.
(b) InterTalk technical personnel will perform the radio programming and installation as part of the overall installation work.

3.3 Please clarify/verify the support of the local purchase of computer hardware per our discussion during the interview.

Vendor Response: Software licenses can be transferred to locally purchased computer hardware, provided the equipment meets minimum specifications for running our application(s). Note that hardware not supplied by InterTalk for use with the console system will not be the responsibility of InterTalk with respect to system performance and maintenance.

3.4 As the logging recorder and price were detailed in your response, what is not clear is whether the price was based on a future installation, or at the time of initial console installation. Is there a cost reduction and how much if done all at the same time?

Vendor Response: Installation pricing for the logging recorder system is not included in the unit price of the recorder. Should the City elect to purchase the optional logging recorder system with the initial order, InterTalk will install the recorder system at the time of console system installation at no additional charge to the City.

3.5 If the City procures the logging recorder from Intertalk, the maintenance, upgrades and warranty are the responsibility of Intertalk. The City will not interface deal with any of Intertalk's third-party contractors.

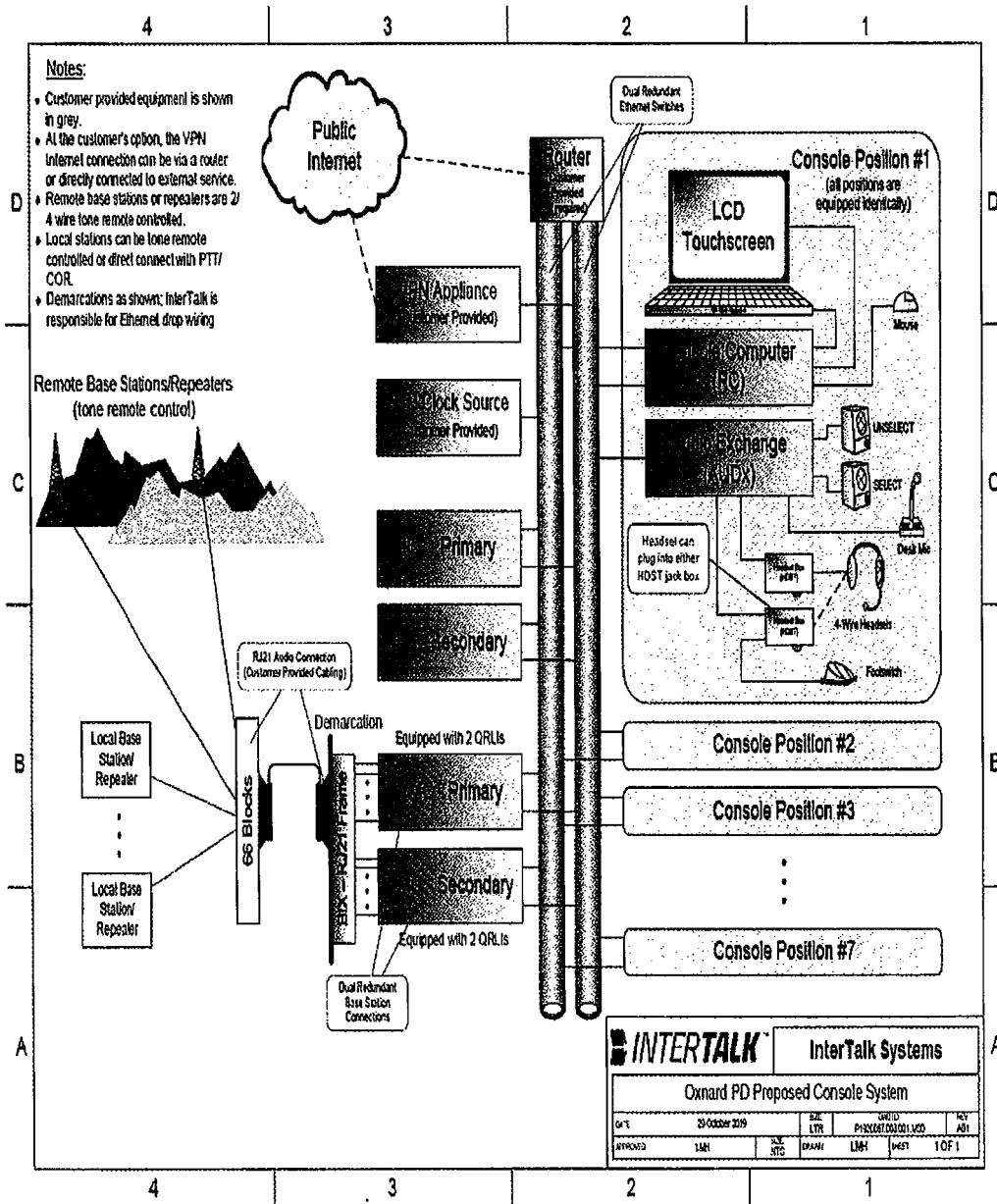
Vendor Response: Understood – the Transcript™ Logging Recorder system offered by InterTalk is manufactured and supported by InterTalk.

3.6 Please provide a proposed network diagram listing all vendor-provided routers, switches, firewalls, VPN, gateways, cables, and computers.

Vendor Response: Please see the attached preliminary network diagram.

3.7 Please provide your Service Level Agreement (SLA). The City will use its' agreement and add your SLA as an Exhibit. Please ensure the terms do not conflict with the City's.

Vendor Response: Please see the attached Service Level Agreement (SLA).



BAFO PRICING



INTER TALK CRITICAL INFORMATION SYSTEMS
371 Custer Avenue
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1820067	Created Date	25-Oct-2019
Quote Subject	911 Dispatch Console	Expiration Date	28-Dec-2019
Account Name	City of Onondaga PD	Prepared By	Chris Ockham
Account Contact	Ueli Boerner	Email	cockham@intertalksystems.com
Contact Email	ueli.boerner@onondaga.org	Revision	1
Contact Phone	805-200-5339		
Description	InterTalk BAFO price proposal for City of Onondaga RFP# PO 20-03.		

Product Family	Code	Product	Qty	Price	Total Price
Dispatch Console - CORE	901-1001	InterTalk Logistics Supervisor (LS) license	2	\$ 15,000.00	\$ 30,000.00
Dispatch Console - CORE	550-1000	Industrial Computer, i3	2	\$ 5,495.00	\$ 10,990.00
Dispatch Console - CORE	550-1002	KVM Access Terminal	1	\$ 2,150.00	\$ 2,150.00
Dispatch Console - CORE	700-1049	LAN switch, 48-port	2	\$ 3,993.85	\$ 7,987.71
Dispatch Console - Workstation	901-1011	Console Engine (ICE) license - per seat	7	\$ 5,000.00	\$ 35,000.00
Dispatch Console - Workstation	401-2001	Audio Exchange (AUX)	7	\$ 2,775.00	\$ 19,425.00
Dispatch Console - Workstation	410-1001	Speaker Set (2)	7	\$ 625.00	\$ 4,375.00
Dispatch Console - Workstation	420-1002	Desktop Microphone w/ PTT	7	\$ 590.00	\$ 4,130.00
Dispatch Console - Workstation	430-1001	Footswitch, single pedal	7	\$ 155.00	\$ 1,085.00
Dispatch Console - Workstation	405-2012	Headset Jackoon, Heavy Duty	14	\$ 550.00	\$ 7,700.00
Dispatch Console - Workstation	405-1001	4W Headset w/ PTT pistol grip	7	\$ 450.00	\$ 3,150.00
Dispatch Console - Workstation	520-2001	Console Monitor, 24" Touchscreen	7	\$ 1,195.00	\$ 8,365.00
Dispatch Console - Workstation	510-1021	Console Desktop PC	7	\$ 1,500.00	\$ 10,500.00
Dispatch Console - RF Interface	101-1401	InterTalk Q-Series Controller, 12 Slot	2	\$ 3,450.00	\$ 6,900.00
Dispatch Console - RF Interface	110-2001	Double Power Supply	1	\$ 2,495.00	\$ 2,495.00
Dispatch Console - RF Interface	201-1031	QRLJ Quad-port Interface card	4	\$ 2,295.00	\$ 9,180.00
Dispatch Console - RF Interface		Kenwood NX-5000 control station w/ antenna	1	\$ 5,047.35	\$ 5,047.35
Professional Services	SERV-TRNG-OP	Operator Training, 4-hour course, 10 attendees	2	\$ 6,000.00	\$ 12,000.00
Professional Services	SERV-TRNG-TECH	Sys Tech Training, 8-hour course	1	\$ 9,500.00	\$ 9,500.00
Professional Services	SERV-ENG	System Engineering, Production, Configuration	1	\$ 44,515.37	\$ 44,515.37
Professional Services	SERV-PM	Project Management	1	\$ 30,000.00	\$ 30,000.00
Professional Services	SERV-INST	System Installation	1	\$ 82,040.00	\$ 82,040.00
Shipping & Logistics	SHIP	Shipping (Est.)	1	\$ 6,250.00	\$ 6,250.00

NOTES		Subtotal		\$ 362,506.43
Payment Terms: Net 30 Days	BAFO TURNKEY DISCOUNT -	8.95%		\$ (32,444.24)
Delivery: N/A	Tax	0.00%		
Warranty: 1 year parts and labor	Total			\$ 330,061.19
Shipping: Not included				
Prices quoted are USD				



intertalksystems.com



1-833-55-ITALK



sales@intertalksystems.com



INTERTALK CRITICAL INFORMATION SYSTEMS
371 CUBER AVENUE
DARTMOUTH, NOVA SCOTIA B3B 0J5

Quote Number	P1920067	Created Date	29-Oct-2019
Quote Subject	911 Dispatch Console	Expiration Date	28-Dec-2019
Account Name	City of Oxford PO	Prepared By	Chris Oatham
Account Contact	Lisa Boerner	Email	coatham@intertalksystems.com
Contact Email	lisa.boerner@oxford.ns.ca	Revision	1
Contact Phone	905-208-4339		
Description	OPTIONAL EQUIPMENT / SERVICES for City of Oxford RFP# PO 20-03. BAFO Turnkey Discount (8.95%) will be applied to any optional item purchased at the time of initial order.		

Product Family	Code	Product	Qty	Price	Total Price
Active Recorder		Transcript Logging Recorder system	1	\$ 111,550.00	\$ 111,550.00
				\$	-
Dispatch Console - P25 Interface	909-1003	P25 Console Gateway (PCG) license	2	\$ 15,000.00	\$ 30,000.00
Dispatch Console - P25 Interface	550-1200	Industrial computer, P25 gateway	2	\$ 7,995.00	\$ 15,990.00
Dispatch Console - P25 Interface	630-4001	CSSI Talkpath (each)	1	\$ 1,475.00	\$ 1,475.00
				\$	-
Professional Services - SLA	SERV-SLA-YR2	Technical Support Agreement, Year 2	1	\$ 35,000.00	\$ 35,000.00
Professional Services - SLA	SERV-SLA-YR3	Technical Support Agreement, Year 3	1	\$ 35,937.32	\$ 35,937.32
Professional Services - SLA	SERV-SLA-YR4	Technical Support Agreement, Year 4	1	\$ 36,933.43	\$ 36,933.43
Professional Services - SLA	SERV-SLA-YR5	Technical Support Agreement, Year 5	1	\$ 37,992.98	\$ 37,992.98
Professional Services - SLA	SERV-SLA-YR6	Technical Support Agreement, Year 6	1	\$ 39,121.07	\$ 39,121.07
Professional Services - SLA	SERV-SLA-YR7	Technical Support Agreement, Year 7	1	\$ 40,323.32	\$ 40,323.32
Professional Services - SLA	SERV-SLA-YR8	Technical Support Agreement, Year 8	1	\$ 41,605.66	\$ 41,605.66
Professional Services - SLA	SERV-SLA-YR9	Technical Support Agreement, Year 9	1	\$ 42,975.56	\$ 42,975.56
Professional Services - SLA	SERV-SLA-YR10	Technical Support Agreement, Year 10	1	\$ 44,439.64	\$ 44,439.64

NOTES	Subtotal	\$ 513,344.40
Payment Terms: Net 30 Days	BAFO TURNKEY DISCOUNT 8.95%	
Delivery: N/A	Tax 0.00%	
Warranty: 1 year parts and labor	Total	\$ 513,344.40
Shipping: Not included		
Prices quoted are USD		

EXHIBIT C
INTERTALK'S RESPONSE TO THE CITY BEST AND FINAL OFFER (BAFO)

BAFO #2

City of Oxnard Purchasing Division

BAFO #2 for Request for Proposal # PO 20-03



**REQUEST FOR BEST AND FINAL OFFER (BAFO)
911 DISPATCH CONSOLE FOR OXNARD POLICE**

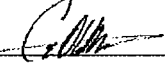
BEST AND FINAL OFFER #2

November 6, 2019

**CERTIFICATION OF RECEIPT OF BEST AND FINAL OFFER
(BAFO-COVER PAGE)**

To verify that you have received a copy of this BAFO, please sign the cover page of this BAFO and return it no later than November 12, 2019 on or before 2:00 PM PT by email.

I certify that I have received this (BAFO) on behalf of the company and duly authorized officer of the company/firm/sole proprietorship.

Signed: 

Dated: 07 November 2019

Print Name: Chris Oldham

Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

BAFO Form - Rev. 02-27-19

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BEST AND FINAL OFFER

1.0 This Best and Final Offer (BAFO) is considered to be part of the Request for Proposal (RFP). All other terms of the RFP remain unchanged and in effect. This BAFO is intended to solicit bidder's best and final pricing without compromising services or deliverable in regard to the original proposal submitted by the Bidder of the above referenced RFP. Any information contained herein will be considered part of the Bidder's proposal and as such will be used in the evaluation of the bid responses.

The request in this BAFO is primarily the result of your companies RFP response to the 911 DISPATCH CONSOLE FOR OXNARD POLICE PO 20-03.

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL**2.1 Procedures for Submitting Response to Best and Final Offer:**

All responses must be submitted in accordance with the standards and specifications contained within this Best and Final Offers (BAFO) and must contain the signed certification of receipt cover page to meet the requirements specified.

2.2 Cover Page/Signature on Response

- a. The cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind the company/organization contractually.
- b. The City shall not pay any costs incurred or associated in the preparation of this or any proposal or for any bidder participation in the procurement process.
- c. The Bidder must provide only the information requested in this BAFO, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Bidder's proposal.
- d. Late responses may not be accepted. Responses submitted to any other City office may be rejected. Acceptance of a late response is at the discretion of the Purchasing Manager. The responses shall be concise and to the point. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

2.3 Submitting responses to BAFO's:

- a. Responses to BAFO's must be sent via e-mail. Responses shall be sent to the Purchasing Department at Lisa.Boerner@oxnard.org.
- b. Responses shall be clearly identified stating "ATTENTION: BAFO #2 FOR RFP #PO 20-03" shown in the subject line of the e-mail. BAFO's must be sent in a print ready PDF format. Note: It is the Bidder's responsibility to ensure the e-mail is sent no later than the time and date indicated in this document.

3.0 BAFO Price Proposal:

3.1 Please submit your BAFO without compromising any services, hours or deliverables. Please provide your response via an Excel spreadsheet to allow for a simple insertion into the Agreement.

Vendor Response: Please see the revised BAFO cost proposal.

3.2 Please submit your milestone implementation schedule and milestone payment schedule based on the BAFO prices.

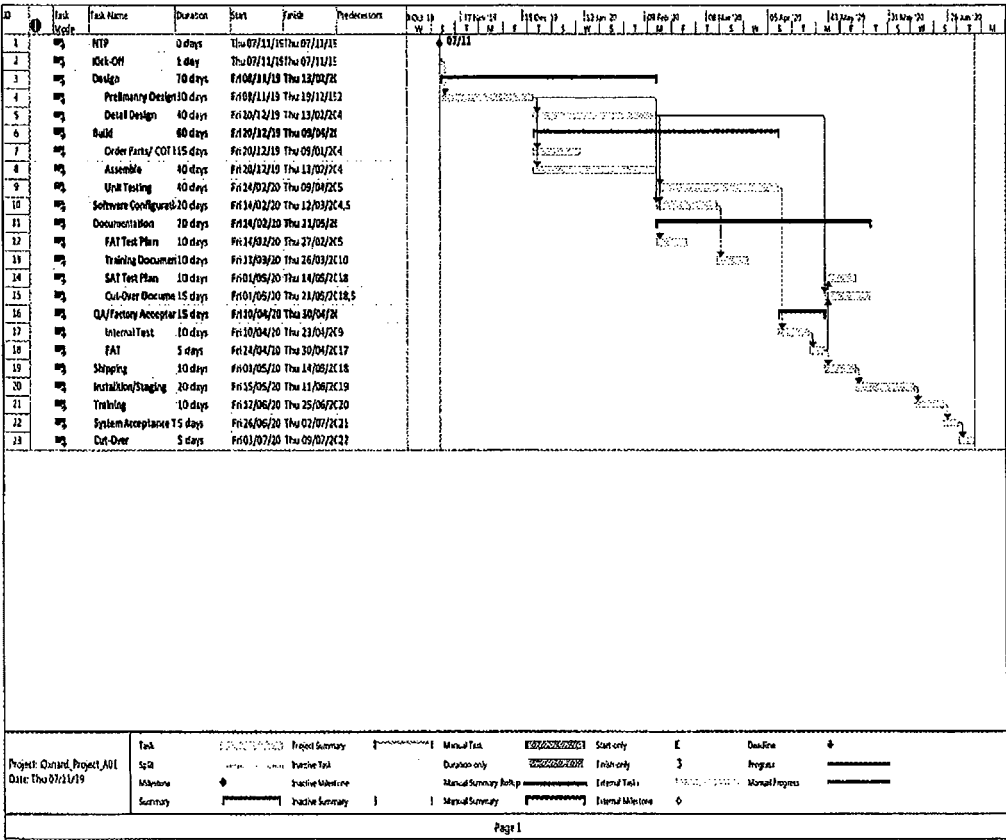
Vendor Response:

Preliminary Implementation Schedule – please refer to the high-level schedule provided with this response.

Milestone Payment Schedule:

Event	Milestone	Description	% Contract
1	Contract Award	Project Initiation / kick-off	10
2	Detail Design Review	Final acceptance of system design	25
3	Factory Acceptance Test (FAT)	System functional test @ InterTalk lab	25
4	Installation	Equipment installation complete @ customer site	10
5	Site Acceptance Test (SAT)	Acceptance of SAT	15
6	Cutover	Final acceptance of system, warranty period begins	15

Preliminary Implementation Schedule





INTERTALK CRITICAL INFORMATION SYSTEMS
371 Cuber Avenue
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1920067	Created Date	7-Nov-2019
Quote Subject	911 Dispatch Console	Expiration Date	6-Jan-2020
Account Name	City of Oxford PO	Prepared By	Chris Ockham
Account Contact	Lisa Boerner	Email	cockham@intertalksystems.com
Contact Email	lisa.boerner@oxford.ns.ca	Revision	2
Contact Phone	902-200-5339		
Description	Intertalk BAFO #2 price proposal for City of Oxford RFP# PQ 20-03.		

Product Family	Code	Product	Qty	Price	Total Price
Dispatch Console - CORE	901-1001	Intertalk Logistics Supervisor (ILS) license	2	\$ 15,000.00	\$ 30,000.00
Dispatch Console - CORE	550-1000	Industrial Computer, ILS	2	\$ 5,495.00	\$ 10,990.00
Dispatch Console - CORE	550-1002	KVM Access Terminal	1	\$ 2,150.00	\$ 2,150.00
Dispatch Console - CORE	700-1048	LAN switch, 48-port	2	\$ 3,993.05	\$ 7,987.11
Dispatch Console - Workstation	901-1011	Console Engine (ICE) license - per seat	7	\$ 5,000.00	\$ 35,000.00
Dispatch Console - Workstation	401-2001	Audio Exchange (AUX)	7	\$ 2,775.00	\$ 19,425.00
Dispatch Console - Workstation	410-1001	Speaker Set (2)	7	\$ 625.00	\$ 4,375.00
Dispatch Console - Workstation	420-1002	Desktop Microphone w/ PTT	7	\$ 550.00	\$ 3,850.00
Dispatch Console - Workstation	430-1001	Footswitch, single pedal	7	\$ 155.00	\$ 1,085.00
Dispatch Console - Workstation	405-2012	Headset Jackbox, Heavy Duty	14	\$ 550.00	\$ 7,700.00
Dispatch Console - Workstation	405-1001	4W Headset w/ PTT pistol grip	7	\$ 450.00	\$ 3,150.00
Dispatch Console - Workstation	520-2001	Console Monitor, 24" Touchscreen	7	\$ 1,195.00	\$ 8,365.00
Dispatch Console - Workstation	510-1021	Console Desktop PC	7	\$ 1,500.00	\$ 10,500.00
Dispatch Console - RF Interface	101-1401	Intertalk Q-Series Controller, 12 slot	2	\$ 3,450.00	\$ 6,900.00
Dispatch Console - RF Interface	110-2001	Dominix Power Supply	1	\$ 2,495.00	\$ 2,495.00
Dispatch Console - RF Interface	201-1031	GRU Quad-port Interface card	4	\$ 2,295.00	\$ 9,180.00
Dispatch Console - RF Interface		Kenwood NX-SOOK control station w/ antenna	1	\$ 5,047.35	\$ 5,047.35
Professional Services	SERV-TRNG-OP	Operator Training, 4-hour course, 10 attendees	2	\$ 6,000.00	\$ 12,000.00
Professional Services	SERV-TRNG-TECH	Sys Tech Training, 8-hour course	1	\$ 9,500.00	\$ 9,500.00
Professional Services	SERV-ENG	System Engineering, Production, Configuration	1	\$ 44,515.37	\$ 44,515.37
Professional Services	SERV-PM	Project Management	1	\$ 30,000.00	\$ 30,000.00
Professional Services	SERV-INST	System Installation	1	\$ 92,040.00	\$ 92,040.00
Shipping & Logistics	SHIP	Shipping (Est.)	1	\$ 6,250.00	\$ 6,250.00

NOTES	Subtotal	\$ 362,505.43
Payment Terms: Net 30 Days	BAFO TURNKEY DISCOUNT - 15.00%	\$ (54,375.61)
Delivery: NA	Tax 0.00%	
Warranty: 1 year parts and labor	Total	\$ 308,129.62
Shipping: Not included		
Prices quoted are USD		



intertalksystems.com



1-833-55-ITALK



sales@intertalksystems.com



INTERTALK CRITICAL INFORMATION SYSTEMS
371 CUBET AVENUE
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1920067	Created Date	7-Nov-2019
Quote Subject	911 Dispatch Console	Expiration Date	6-Jan-2020
Account Name	City of Cornwall PO	Prepared By	Chris O'Dham
Account Contact	USA Boerner	Email	codham@intertalksystems.com
Contact Email	isa.boerner@cornwall.ns.ca	Revision	2
Contact Phone	805-200-6339		
Description	OPTIONAL EQUIPMENT / SERVICES for City of Cornwall RFP# PO 20-03. BAFO #2 Turnkey Discount (15%) will be applied to any optional item purchased at the time of initial order.		

Product Family	Code	Product	Qty	Price	Total Price
Archival Recorder		Transcript Logging Recorder system	1	\$ 111,550.00	\$ 111,550.00
				\$	-
Dispatch Console - P25 Interface	905-1003	P25 Console Gateway (PCG) license	2	\$ 15,000.00	\$ 30,000.00
Dispatch Console - P25 Interface	S50-1200	Industrial computer, P25 gateway	2	\$ 7,995.00	\$ 15,990.00
Dispatch Console - P25 Interface	830-4001	CSB Talkpath (each)	1	\$ 1,475.00	\$ 1,475.00
				\$	-
Professional Services - SLA	SERV-SLA-YR2	Technical Support Agreement, Year 2	1	\$ 35,000.00	\$ 35,000.00
Professional Services - SLA	SERV-SLA-YR3	Technical Support Agreement, Year 3	1	\$ 35,937.32	\$ 35,937.32
Professional Services - SLA	SERV-SLA-YR4	Technical Support Agreement, Year 4	1	\$ 36,933.43	\$ 36,933.43
Professional Services - SLA	SERV-SLA-YR5	Technical Support Agreement, Year 5	1	\$ 37,982.98	\$ 37,982.98
Professional Services - SLA	SERV-SLA-YR6	Technical Support Agreement, Year 6	1	\$ 39,121.07	\$ 39,121.07
Professional Services - SLA	SERV-SLA-YR7	Technical Support Agreement, Year 7	1	\$ 40,323.32	\$ 40,323.32
Professional Services - SLA	SERV-SLA-YR8	Technical Support Agreement, Year 8	1	\$ 41,605.88	\$ 41,605.88
Professional Services - SLA	SERV-SLA-YR9	Technical Support Agreement, Year 9	1	\$ 42,975.56	\$ 42,975.56
Professional Services - SLA	SERV-SLA-YR10	Technical Support Agreement, Year 10	1	\$ 44,439.84	\$ 44,439.84

NOTES		Subtotal	\$ 513,344.40
Payment Terms: Net 30 Days	BAFO TURNKEY DISCOUNT 15.00%		
Delivery: N/A	Tax 0.00%		
Warranty: 1 year parts and labor	Total	\$ 513,344.40	
Shipping: Not included			
Prices quoted are USD			

EXHIBIT D
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)

RFC #1

City of Oxnard Purchasing Department

Solicitation No. PO 20-03 Clarification No. 1



REQUEST FOR CLARIFICATION NO. 1
911 DISPATCH CONSOLE FOR OXNARD POLICE
September 26, 2019

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: _____

Dated: 02 October 2019

Print Name: Chris Oldham

Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

RFC Rev. Date 08/17/18

1 | Page

REQUEST FOR CLARIFICATION NO. 1

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 Receipt of Clarification Request Cover Page

To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than October 3, 2019 by 4:00 pm PT via email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to jisa.boerner@oxnard.org which states in the subject line: "Request for Clarification No. 1, Solicitation # PO 20-03".

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification

All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

- a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
- b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

City of Oxnard Purchasing Department

Solicitation No. PO 20-03 Clarification No. 1

3.0 Clarification questions from the City (Please reference Tab D Scope of Services in the RFP):

3.1 Please explain why your company does not comply with section D, point 4.11 on the 18" foot pedal requirement.

Vendor's Response: In reviewing our proposal document, we marked 4.11 as "comply" – we support most COTS footswitches and have supplied similar-sized footswitches to other customers.

3.2 Are these concurrent licenses or per seat?

Vendor's Response: Console workstation licenses are issued per seat, and are a one (1) time charge.

3.3 Who is responsible for the firmware upgrades?

Vendor's Response: Firmware upgrades are typically performed via remote VPN connection to the console system by InterTalk technicians, in coordination with City technical personnel.

3.4 Do you have a console installation anywhere in the U.S. that includes a direct CSSI connection to a Motorola trunked system?

If yes:

- a) Who is the customer
- b) How long has your installation been in service
- c) Are you aware of any special hardware, or software licenses, that had to be provided by Motorola in order to facilitate the connection?

Vendor's Response: InterTalk does not have any operational systems interfacing to Motorola. InterTalk has previously conducted successful integration testing to a Motorola core using the CSSI with their factory in Illinois. In a commercial environment, we understand that Motorola charges a license fee for 3rd party vendors to connect to their P25 core (a base fee + a per console fee), however InterTalk is not privy to the specific charges levied by Motorola.

Product Demonstration:

The City requires product demonstration on October 14, 2019. The City cannot change this date or time.

Location: City Hall, 300 West Third Street, 2nd floor, Oxnard, CA

Point of Contact: Lisa Boerner
Email: Lisa.Boerner@oxnard.org

RSVP via email on or before October 10, 2019 12:00 pm, please include the number of attendees (Not to exceed 5 participants). Please include a technical person.

Time 10:30 am to 12:30 pm. You will have ½ to setup/take down demonstration and 1 hour presentation/discussion

RFC Rev. Date 02/17/13

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City of Oxnard Purchasing Department

Solicitation No. PO 20-03 Clarification No. 1

A script will be provided at a later date.
The location has a computer & overhead projector. Wi-Fi.
Parking garage is available on B Street.

**EXHIBIT D-
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)**

RFC #2

City of Oxnard Purchasing Department

Solicitation No. PO 20-03 Clarification No. 2



**REQUEST FOR CLARIFICATION NO. 2
911 DISPATCH CONSOLE FOR OXNARD POLICE
October 2, 2019**

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed:

A handwritten signature in black ink, appearing to be "C. Oldham".

Dated:

03 October 2019

Print Name: Chris Oldham

Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

RFC Rev. Date 05/17/18

1 | Page

REQUEST FOR CLARIFICATION NO. 2

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 Receipt of Clarification Request Cover Page

To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than **October 7, 2019** by 9:00 am PT via email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to lisa.boerner@oxnard.org which states in the subject line: **"Request for Clarification No. 2, Solicitation # PO 20-03"**.

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification

All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

- a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
- b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

City of Oxford Purchasing Department

Solicitation No. PO 20-03 Clarification No. 2

3.0 Clarification questions from the City (Please reference Tab D Scope of Services in the RFP):

3.1 Do you offer an 18" foot pedal?

Vendor's Response: Yes.

3.2 Please provide pricing of all fees for an U.S. that includes a direct CSSI connection to a Motorola trunked system.

Vendor's Response: InterTalk is not authorized to supply pricing for Motorola products and services, and thus we are unable to state fees levied by Motorola for CSSI connectivity to their core. This is out of InterTalk scope or control.

The publicly available link below shows a price list that includes Motorola pricing, where indications can be surmised as to possible fees charged by Motorola for CSSI connectivity. Searching the page for "CSSI" will result in multiple line items available. InterTalk is not authorized to compile the appropriate items, prices and possible discounts charged by Motorola. Further, InterTalk is not authorized to state if the prices and or products shown reflect standard pricing, or availability to all customers.

https://www.motorolasolutions.com/content/dam/msi/docs/en-us/field-marketing/West/texas_dir_pricelist.pdf

EXHIBIT D-
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)
RFC #3

City of Oxnard Purchasing Department

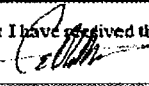
Solicitation No. PO 20-03 Clarification No. 3



REQUEST FOR CLARIFICATION NO. 3
911 DISPATCH CONSOLE FOR OXNARD POLICE
November 5, 2019

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: 

Dated: 07 November 2019

Print Name: Chris Oldham

Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

RFC Rev. Date 05/17/23

1 | Page

REQUEST FOR CLARIFICATION NO. 3

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 Receipt of Clarification Request Cover Page

To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than November 8, 2019 by 2:00 pm PT via email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to lisa.boerner@oxnard.org which states in the subject line: "Request for Clarification No. 3, Solicitation # PO 20-03".

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification

All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

- a) A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
- b) The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

3.0 Clarification questions from the City

3.1 In review of RFC #2, Point 3.6

There appears to be a misunderstanding, the requirement was for the vendor (InterTalk) to provide the equipment required for remote access and security to the network.

- a. The City will only provide direct internet access. InterTalk is responsible for providing, installing and configuring an appropriate router/VPN/firewall.
- b. Please provide details regarding this hardware/software and additional cost(s) if applicable.

Vendor's Response:

- a) Understood – InterTalk agrees to supply, install and configure the necessary VPN router for this project.
- b) InterTalk agrees to supply this hardware/software at no additional cost to the City. The exact model/version of equipment and software will be determined during the final design phase.

3.2 The City has reviewed InterTalk's SLA:

3.2.1 InterTalk has marked its SLA and bid responses "Confidential". Please refer to the City's RFP's Terms and Conditions that:

"11.0 PUBLIC RECORDS

All Proposals/Bids/Quotes submitted in response to this solicitation become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.), are public records, and as such may be subject to public review. However, the Proposals/Bids/Quotes shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Solicitation. Note that under California law, prices submitted in the proposal to a public agency is not a trade secret."

Vendor's Response: Please acknowledge your acceptance or explanation of rejection.
InterTalk accepts the City's "Public Records" clause.

3.2.2 Package Pricing

If the City is purchasing a turnkey solution, including maintenance and support, are the additional fees mentioned in your SLA, refer to page 16 from RFC #2, in addition to your proposed fees?

Vendor's Response: The fees listed on page 15 of our SLA document outline potential after-hours charges and travel costs, which are incurred on an as-needed basis. These costs are additional to our proposed fees.

City of Oxnard Purchasing Department

Solicitation No. PO 20-03 Clarification No. 3

3.2.3 InterTalk's Terms and Conditions:

- 1) Liability- The City rejects entire section
- 2) Confidentiality- The City has a "Confidentiality" section in its agreement.
- 3) Assignment- The City has an "Assignment" section in its agreement.
- 4) Notice- The City has a "Notice" section in its agreement.
- 5) Arbitration – The prevailing law of Nova Scotia should be substituted California.
- 6) Survival- The City has a "Survival" section in its agreement.
- 7) Waiver- The City has a "Waiver" section in its agreement.
- 8) Invalidity- The City has an "Invalidity" section in its agreement.
- 9) Governing Law- The State of California, Ventura County must be the governing law.

Vendor's Response:

- 1) InterTalk accepts that the City's agreement takes precedence
- 2) InterTalk accepts that the City's agreement takes precedence
- 3) InterTalk accepts that the City's agreement takes precedence
- 4) InterTalk accepts that the City's agreement takes precedence
- 5) Agreed.
- 6) InterTalk accepts that the City's agreement takes precedence
- 7) InterTalk accepts that the City's agreement takes precedence
- 8) InterTalk accepts that the City's agreement takes precedence
- 9) Agreed.

EXHIBIT D-
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)

RFC #4

City of Oxnard Purchasing Department

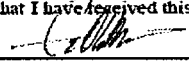
Solicitation No. PO 20-03 Clarification No. 4



**REQUEST FOR CLARIFICATION NO. 4
911 DISPATCH CONSOLE FOR OXNARD POLICE
November 13, 2019**

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: 

Dated: 22 November 2019

Print Name: Chris Oldham

Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

RFC Rev. Date 05/17/18

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REQUEST FOR CLARIFICATION NO. 4

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 AGENDA FOR CONFERENCE CALL

Attached is the proposed draft agreement for InterTalk's review and input for the upcoming conference call.

The City is requesting a conference call with InterTalk on November 18, 2019 at 9:00 am PT to cover the following topics:

2.0 RFC & BAFO #2 Pricing Clarification questions from the City**2.1 In review of RFC #2, BAFO Pricing**

- a) The City is requesting BAFO prices for Technical Support:
 - i. Years 2 through 7 for Technical Support at which point the City shall purchase after go-live of the system.
 - ii. As a point of clarification, the City may purchase technical support for year's eight through ten annually. Please provide BAFO pricing.
 - iii. Please provide BAFO pricing for the Transcript Logging Recorder system
- b) Please provide BAFO prices for the spares for the Console as follows:
 - i. Dispatch Console-Workstation: 401-2001 Audio Exchange (AUDX)
 - ii. RF Interface #101-1401 InterTalk Q-Series Controller, 12 slot
- c) The City does not wish to purchase the P25 console gateway, industrial computer or CSSI Talkpath. Please remove from your quote.

Vendor's Response:

- a) A revised quote will be provided to more clearly show the BAFO 15% turnkey discount offered for items (i) and (iii). A separate quote will be provided including years 8-10 of the SLA options in the event the City wishes to include them in the order at this time.
- b) Upon further discussion, we will include a line item for one (1) additional AUDX unit as a spare. No other items are requested by the City as spares.
- c) Understood – these will be removed.

2.2 Please review your implementation schedule as the City wishes to "GO-Live" on or before May 31, 2020.

Vendor's Response: InterTalk shall endeavor to complete "GO-Live" by May 31, 2020, inclusive of a 10-day "burn-in" period, in order to accommodate the City's funding requirements. This presumes a contract award date of no later than 03 January 2020 to accommodate a project kickoff (via conference call) on 06 January

City of Oxnard Purchasing Department Solicitation No. PO 20-03 Clarification No. 4
2020. We understand that the final completion day of the "GO-Live" period may have some flexibility (+/- 7 days).

2.3 Please clarify if InterTalk provides 24/7 help desk support at no additional cost to the City.

Vendor's Response: InterTalk's proposed service level agreement (SLA) includes 24/7 help desk support within the pricing submitted. The support process is as outlined in the SLA, whereas the City shall contact InterTalk support via the telephone number provided to initiate a service request.

2.4 Please clarify that InterTalk's travel is inclusive of your proposal submitted.

Vendor's Response: Correct, all travel costs are included in our price proposal.



INTERtalk CRITICAL INFORMATION SYSTEMS
371 CUBER AVENUE
DARTMOUTH, NOVA SCOTIA B3B 0J5

Quote Number	P1920087	Created Date	22-Nov-2019
Quote Subject	911 Dispatch Console	Expiration Date	21-Jan-2020
Account Name	City of Oxnard PD	Prepared By	Chris Oxnam
Account Contact	Lisa Boemer	Email	coxnam@intertalksystems.com
Contact Email	lisaboemer@oxnard.org	Revision	3
Contact Phone	805-200-5339		
Description	InterTalk BAFO #2 price proposal for City of Oxnard RFP# PD 26-03. Revised quote page to include desired options, reduce hardware as discussed during conference call on 18-November.		

Product Family	Code	Product	Qty	Price	Total Price
Dispatch Console - CORE	901-1001	InterTalk Logistics Supervisor (LS) license	2	\$ 15,000.00	\$ 30,000.00
Dispatch Console - CORE	550-1000	Industrial Computer, ILS	2	\$ 5,495.00	\$ 10,990.00
Dispatch Console - CORE	560-1002	KVM Access Terminal	1	\$ 2,150.00	\$ 2,150.00
Dispatch Console - CORE	700-1046	LAN switch, 48-port	2	\$ 3,993.85	\$ 7,987.71
Dispatch Console - Workstation	901-1011	Console Engine (CE) license - per seat	6	\$ 5,000.00	\$ 30,000.00
Dispatch Console - Workstation	401-2001	Audio Exchange (AUDx)	7	\$ 2,775.00	\$ 19,425.00
Dispatch Console - Workstation	410-1001	Speaker Set (2)	6	\$ 625.00	\$ 3,750.00
Dispatch Console - Workstation	430-1001	Footswitch, single pedal	6	\$ 155.00	\$ 930.00
Dispatch Console - Workstation	405-2012	Headset Jackbox, Heavy Duty	12	\$ 550.00	\$ 6,600.00
Dispatch Console - Workstation	526-2001	Console Monitor, 24" Touchscreen	6	\$ 1,195.00	\$ 7,170.00
Dispatch Console - Workstation	510-1021	Console Desktop PC	6	\$ 1,500.00	\$ 9,000.00
Dispatch Console - RF Interface	101-1401	InterTalk G-Series Controller, 12 Slot	2	\$ 3,450.00	\$ 6,900.00
Dispatch Console - RF Interface	110-2001	Double Power Supply	1	\$ 2,495.00	\$ 2,495.00
Dispatch Console - RF Interface	201-1031	GRU Quad-port interface card	4	\$ 2,295.00	\$ 9,180.00
Dispatch Console - RF Interface		Kenwood NX-5000 control station w/ antenna	1	\$ 5,047.35	\$ 5,047.35
Professional Services	SERV-TRNG-OP	Operator Training, 4-hour course, 10 attendees	2	\$ 6,000.00	\$ 12,000.00
Professional Services	SERV-TRNG-TECH	Sys Tech Training, 8-hour course,	1	\$ 9,500.00	\$ 9,500.00
Professional Services	SERV-ENG	System Engineering, Production, Configuration	1	\$ 48,485.65	\$ 48,485.65
Professional Services	SERV-PM	Project Management	1	\$ 30,000.00	\$ 30,000.00
Professional Services	SERV-INST	System Installation	1	\$ 92,040.00	\$ 92,040.00
Shipping & Logistics	SNP	Shipping (Est.)	1	\$ 6,250.00	\$ 6,250.00
Archival Recorder		Transcript Logging Recorder system	1	\$ 111,550.00	\$ 111,550.00
Professional Services - SLA	SERV-SLA-YR2	Technical Support Agreement, Year 2	1	\$ 35,000.00	\$ 35,000.00
Professional Services - SLA	SERV-SLA-YR3	Technical Support Agreement, Year 3	1	\$ 36,937.32	\$ 36,937.32
Professional Services - SLA	SERV-SLA-YR4	Technical Support Agreement, Year 4	1	\$ 36,933.43	\$ 36,933.43
Professional Services - SLA	SERV-SLA-YR5	Technical Support Agreement, Year 5	1	\$ 37,992.98	\$ 37,992.98
Professional Services - SLA	SERV-SLA-YR6	Technical Support Agreement, Year 6	1	\$ 39,121.07	\$ 39,121.07
Professional Services - SLA	SERV-SLA-YR7	Technical Support Agreement, Year 7	1	\$ 40,323.32	\$ 40,323.32

NOTES	Subtotal	\$ 686,758.83
Payment Terms: Net 30 Days	BAFO TURNKEY DISCOUNT - 15.00%	\$ (103,013.62)
Delivery: N/A	Tax 0.00%	
Warranty: 1 year parts and labor	Total	\$ 583,745.00
Shipping: Not included		
Prices quoted are USD		



intertalksystems.com



1-833-55-ITALK



sales@intertalksystems.com



INTERTALK CRITICAL INFORMATION SYSTEMS
371 Cubber Avenue
Dartmouth, Nova Scotia B3B 0J5

Quote Number	P1920067	Created Date	22-Nov-2013
Quote Subject	911 Dispatch Console	Expiration Date	21-Jan-2020
Account Name	City of Dartmouth	Prepared By	Chris Oldham
Account Contact	Lisa Boerner	Email	coloham@intertalksystems.com
Contact Email	lisa.boerner@dartmouth.org	Revision	5b
Contact Phone	805-200-5339		
Description	InterTalk BAFO #2 price proposal for City of Dartmouth RFP# PO 20-03. Revised quote page to include desired options, reduce hardware as discussed during conference call on 18-November. Includes Y8-10 SLA.		

Product Family	Code	Product	Qty	Price	Total Price
Dispatch Console - CORE	901-1001	InterTalk Logistics Supervisor (ILS) license	2	\$ 15,000.00	\$ 30,000.00
Dispatch Console - CORE	550-1000	Industrial Computer, ILS	2	\$ 5,495.00	\$ 10,990.00
Dispatch Console - CORE	560-1002	KVM Access Terminal	1	\$ 2,150.00	\$ 2,150.00
Dispatch Console - CORE	700-1048	LAN switch, 48-port	2	\$ 3,993.85	\$ 7,987.71
Dispatch Console - Workstation	901-1011	Console Engine (ICE) license - per seat	6	\$ 5,000.00	\$ 30,000.00
Dispatch Console - Workstation	410-2001	Audio Exchange (AUDx)	7	\$ 2,775.00	\$ 19,425.00
Dispatch Console - Workstation	410-1001	Speaker Set (2)	6	\$ 625.00	\$ 3,750.00
Dispatch Console - Workstation	430-1001	Footswitch, single pedal	6	\$ 155.00	\$ 930.00
Dispatch Console - Workstation	405-2012	Headset Jackbox, Heavy Duty	12	\$ 550.00	\$ 6,600.00
Dispatch Console - Workstation	525-2001	Console Monitor, 24" Touchscreen	6	\$ 1,195.00	\$ 7,170.00
Dispatch Console - Workstation	510-1021	Console Desktop PC	6	\$ 1,500.00	\$ 9,000.00
Dispatch Console - RF Interface	101-1401	InterTalk Q-Series Controller, 12 Slot	2	\$ 3,450.00	\$ 6,900.00
Dispatch Console - RF Interface	110-2001	Double Power Supply	1	\$ 2,495.00	\$ 2,495.00
Dispatch Console - RF Interface	201-1031	QR/LI Quad-port Interface card	4	\$ 2,295.00	\$ 9,180.00
Dispatch Console - RF Interface		Kenwood NX-5100K control station w/ antenna	1	\$ 5,047.35	\$ 5,047.35
Professional Services	SERV-TRNG-OP	Operator Training, 4-hour course, 10 attendees	2	\$ 6,000.00	\$ 12,000.00
Professional Services	SERV-TRNG-TECH	Sys Tech Training, 4-hour course,	1	\$ 9,500.00	\$ 9,500.00
Professional Services	SERV-ENG	System Engineering, Production, Configuration	1	\$ 48,485.65	\$ 48,485.65
Professional Services	SERV-PM	Project Management	1	\$ 30,000.00	\$ 30,000.00
Professional Services	SERV-INST	System Installation	1	\$ 52,040.00	\$ 52,040.00
Shipping & Logistics	SHIP	Shipping (Est.)	1	\$ 6,250.00	\$ 6,250.00
Archival Recorder		Transcript Logging Recorder system	1	\$ 111,550.00	\$ 111,550.00
Professional Services - SLA	SERV-SLA-YR2	Technical Support Agreement, Year 2	1	\$ 35,000.00	\$ 35,000.00
Professional Services - SLA	SERV-SLA-YR3	Technical Support Agreement, Year 3	1	\$ 35,937.32	\$ 35,937.32
Professional Services - SLA	SERV-SLA-YR4	Technical Support Agreement, Year 4	1	\$ 36,933.43	\$ 36,933.43
Professional Services - SLA	SERV-SLA-YR5	Technical Support Agreement, Year 5	1	\$ 37,992.98	\$ 37,992.98
Professional Services - SLA	SERV-SLA-YR6	Technical Support Agreement, Year 6	1	\$ 39,121.07	\$ 39,121.07
Professional Services - SLA	SERV-SLA-YR7	Technical Support Agreement, Year 7	1	\$ 40,323.32	\$ 40,323.32
Professional Services - SLA	SERV-SLA-YR8	Technical Support Agreement, Year 8	1	\$ 41,605.88	\$ 41,605.88
Professional Services - SLA	SERV-SLA-YR9	Technical Support Agreement, Year 9	1	\$ 42,975.56	\$ 42,975.56
Professional Services - SLA	SERV-SLA-YR10	Technical Support Agreement, Year 10	1	\$ 44,439.84	\$ 44,439.84

NOTES	Subtotal	\$ 615,780.10
Payment Terms: Net 30 Days	BAFO TURNKEY DISCOUNT - 15.00%	\$ (122,387.02)
Delivery: N/A	Tax 0.00%	
Warranty: 1 year parts and labor	Total	\$ 693,413.09
Shipping: Not Included		
Prices quoted		



intertalksystems.com



1-888-55-ITALK



sales@intertalksystems.com

EXHIBIT D-
INTERTALK'S RESPONSE TO THE CITY REQUEST FOR CLARIFICATIONS (RFC)

RFC #5

City of Oxnard Purchasing Division

Solicitation No. PO 20-03 Clarification No. 5



**REQUEST FOR CLARIFICATION NO. 5
911 DISPATCH CONSOLE FOR OXNARD POLICE
November 26, 2019**

CERTIFICATION OF RECEIPT OF CLARIFICATION (RFC-COVER PAGE)

I certify that I have received this (RFC) on behalf of the company listed below.

Signed: _____

Dated: 22 November 2019

Print Name: Chris Oldham

Title: President

Company: InterTalk Critical Information Systems Inc.

Email: coldham@intertalksystems.com

RFC Rev. Date 05/17/18

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City of Oxnard Purchasing Division

Solicitation No. PO 20-03 Clarification No. 5

REQUEST FOR CLARIFICATION NO. 5

1.0 This Request for Clarification (RFC) is considered to be part of the Solicitation. All other terms of the RFP remain unchanged and in effect. This RFC is intended to solicit additional information in regard to the quote/proposal submitted by the Vendor of the above referenced solicitation. Any information contained herein will be considered part of the Vendor's quote/proposal and as such will be used in the evaluation of the bid responses.

1.1 The request in this RFC is primarily the result of your company's response to 911 DISPATCH CONSOLE FOR OXNARD POLICE # PO 20-03.

1.2 Receipt of Clarification Request Cover Page

To verify that you have received a copy of this RFC, please sign the cover page of this RFC and return it no later than **November 25, 2019** by 2:00 pm PT via email (as a PDF with signature) is acceptable and with a hard copy to follow in the mail as optional.

1.3 Please submit the signed response via email to lisa.boerner@oxnard.org which states in the subject line: **"Request for Clarification No. 5, Solicitation # PO 20-03"**.

2.0 GENERAL REQUIREMENTS & RESPONSE SUBMITTAL

2.1 Procedures for Submitting Response to Request for Clarification

All responses must be submitted in accordance with the standards and specifications contained within this Request for Clarification (RFC) and must be returned with the certification of receipt cover page to meet the requirements specified.

The cover page must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

2.2 Signature on Response

1. A cover page, which shall be considered an integral part of the response, shall be signed by individual(s) who is/are authorized to bind Vendor contractually. Each authorized individual must include printed name, signature(s) and indicate the classification or position that the individual(s) hold in the firm.
2. The Vendor must provide only the information requested in this RFC, and must not provide any information different from what is specifically requested or which in any other way supplements or changes the Vendor's proposal.

RFC Rev. Date 08/17/21

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3.0 Clarification questions from the City

3.1 During the logging recorder demonstration, the City has the following questions:

- a) Does one have to listen to the whole call or does the recorder specify the call/radio traffic duration?
- b) Can you pull the call/radio traffic from a call generated list from a specific CAD position?
- c) Can the logging system do a contact closure?
- d) Does it capture metadata?
- e) Can it interface w/Intrado (power 911)?
- f) Can it interface w/Verizon HIPC?
- g) Does it have the ability to capture Analog POTS?
- h) Can it support 3 Ethernet ports? Please verify that it can talk to console LAN, Police LAN and VOIP LAN.
- i) Can this recorder be supported on Google Chrome?
- j) How many channel hours does the hard drive support?
- k) Can it do a CAD interface?

Vendor's Response: Further to the Transcript demonstration held 20-November, we recognize a misinterpretation of the logging recorder requirements from the RFP. Transcript was designed as a tightly integrated logging recorder with the dispatch console system, meaning that all radio and telephone audio present in the console system is available to be recorded and analyzed via Transcript. The City's requirements for the logging recorder include telephone audio that is external to the console system, and thus is not accessible by Transcript.

InterTalk has determined 3 available courses of action available to the City:

- 1. **Modification to Transcript** – this will require additional development to accommodate the requirement, which is subject to additional cost and time. We recognize that the development required will not be completed in time with the stated "GO-Live" of the console system by 31-May-2020. Should the City consider a later delivery of the Transcript recorder, we will honor our stated commitment of not charging additional costs to the City for installation performed outside of the console system. Should this be the City's preference, we will determine the firm cost and delivery for this option.
- 2. **3rd party logging recorder** – InterTalk has an existing relationship with Eventide, a logging recorder vendor based in New Jersey. We have engaged with Eventide to ensure that their product – NexLog 740 – is a suitable substitute for our original Transcript offer. InterTalk will supply this recorder at no change to the offered price to the City, and will maintain responsibility for its supply and support.
- 3. **Postpone purchase of logging recorder** – Included in our base proposal is the interface to the existing Verint recorder. The City may elect to maintain the Verint system, and postpone purchase of a new logging recorder of your choice at a later time. This purchase would be outside of InterTalk's scope.

We apologize for this confusion, but feel it prudent to bring this to your attention right away to ensure transparency, and ultimately, provide the best solution to the City.



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. J.3

DATE: April 30, 2024

TO: City Council

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

SUBJECT: Approval of FY 24-25 Special Event Support Program Events and Budget.

RECOMMENDATION

That the City Council approve the list of recommended events for the FY 24-25 Special Event Support Program, and approve a minor modification to the policy.

BACKGROUND

The City of Oxnard is home to more than thirty (30) special events each year, including programs and festivals that recognize major holidays. Special events in the City are permitted with a Temporary Use Permit (TUP) through the Planning Division of the Community Development Department. Each year, the City receives requests from event organizers to "waive" or reduce City service fees associated with their events. Historically, many of these events have received a discount on services provided, which means the City is not achieving cost recovery and event organizers rely on such "waivers". A "waiver" is in essence a subsidy. With the exception of the TUP fee which "may be waived at the written request of the applicant and upon the approval of the city manager for charitable, youth or nonprofit organization projects" per Oxnard City Code Section 16-478, there was no policy or ordinance in place to allow reductions or waivers of fees associated with special events prior to the adoption of the Special Event Support Program (SESP) in June 2022.

The City Council approved the SESP with the intention of encouraging the production of free special events that enhance the quality of life, providing low-cost entertainment and other leisure activities, and contributing to the dynamic atmosphere of the community. The SESP offers a subsidy toward City service fees for special events held in Oxnard that align with a major recognized holiday, are free and open to the public, and have at least one year of successful history within the City, among other requirements. This created a transparent policy and fair process for event organizers hosting valuable community programs and events by offsetting certain City service costs while ensuring that City departments achieve cost recovery for performing services outside of their routine responsibilities.

In the first year of the program (FY 22-23), the SESP provided a subsidy to seventeen (17) special events for a total of \$62,615. In the program's second year (FY 23-24), City Council approved a total of twenty-five (25) events with a budget of \$100,000. As of the writing of this report, seventeen (17) events have occurred with an estimated total of \$74,000 subsidized. Seven (7) additional SESP approved events are scheduled to occur by June 30, 2024 with an estimated \$22,000 subsidized. One (1) approved event, Cinco de Mayo event, will not receive the subsidy in FY 23-24 because the event will charge an entry fee so it no longer will meet the program requirements. The anticipated cost of the program in FY 23-24 is \$96,000.

DISCUSSION

SESP applications were distributed to eligible event organizers in February 2024 via mail and email. Eligible events were identified as events who obtained a TUP in prior years for an event that aligns with the program goals, support categories, and eligibility criteria. Event organizers were invited to submit an application for the FY 24-25 SESP by March 28, 2024.

Staff recommends twenty-five (25) events for the SESP in FY 24-25 which are outlined in Attachment #1. The event list recommended by staff includes all events that were approved in FY 24-25, with the exception of the Cinco de Mayo event which no longer meets the program goals (charges an admission fee). The recommended list also now classifies the Christmas Parade and Downtown Tree Lighting as two separate events; in past years, the subsidy was approved for the two events combined. Staff requests this change to more accurately track and support the two separate events. This does not impact the expected subsidy for either event.

A minor modification to the SESP is recommended to the policy in response to an increase in unauthorized use of the City's logo on event and program materials. This modification clarifies the City's logo usage policy and the process for an event organizer to obtain approval. This ensures that the City's logo is used only on City-approved material and prevents misinformation or misrepresentation to members of the public. The draft policy with the recommended change is included in Attachment #2. Other elements of the policy remain unchanged.

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.

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

FINANCIAL IMPACT

The Special Event Support Program's estimated cost for twenty-five (25) events is \$108,000 and will be included in the General Fund proposed budget for FY 2024-25 Budget under the City Manager's Budget. After two years of data collection, this budget is expected to accurately reflect the actual costs of supporting these events with consideration for annual service cost increases.

For Finance Use Only: General Fund (Org. 01100 Object 57800)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. SESP FY 24-25 Recommended Events List
2. Draft Special Event Support Program Policy

Special Event Support Program (SESP) FY 24-25 Recommended Event List					
#	Category	Event	Organization	Anticipated Date	Expected Subsidy
1	Category A	Martin Luther King, Jr. March	MLK Committee of Ventura County	1/20/2025	\$2,600.00
2	Category A	Philippine Flag Raising Ceremony	Filipino-American Council of Ventura County	6/12/2025	\$1,800.00
3	Category B	4th of July Fireworks by the Sea	Inlakech Cultural Arts Center & the Port of Hueneme	3/30/2025	\$750.00
4	Category B	Cesar Chavez Memorial March	Channel Islands Harbor Foundation	7/4/2024	\$15,000.00
5	Category B	Downtown Holiday Parade	Oxnard Downtowners	12/7/2024	\$8,500.00
6	Category B	Downtown Tree Lighting	Oxnard Downtowners	12/5/2024	\$500.00
7	Category B	Fiestas Patrias (Mexican Independence Day Celebration)	Gold Coast Radio, LLC	9/16/2024	\$10,700.00
8	Category B	Guelaguetza	Mixteco/Indigena Community Organizing Project (MICOP)	6/22/2025	\$750.00
9	Category B	Halloween Haunt at the Park	Downtown Oxnard Improvement District	10/2024	\$300.00
10	Category B	Juneteenth	Juneteenth Celebration of Ventura County	6/21/2025	\$4,000.00
11	Category B	The Collection Tree Lighting & Fireworks	The Collection at RiverPark (CenterCal Properties)	11/2024	\$7,000.00
12	City Organized	Christmas Tree Lane	City of Oxnard Cultural & Community Services	12/8/2024	\$13,500.00
13	City Organized	Dia de Los Muertos Altar	City of Oxnard Cultural & Community Services	11/2024	\$350.00
14	City Organized	Dia de Los Muertos Community Garden	City of Oxnard Public Works	10/25/2024	\$700.00
15	City Organized	Fall Festival	City of Oxnard Cultural & Community Services	10/27/2024	\$4,500.00
16	City Organized	Halloween Spooktacular Drive-Thru	Oxnard Police Department	10/21/2024	\$3,100.00
17	City Organized	Memorial Day	City of Oxnard City Manager's Office	5/26/2025	\$1,100.00
18	City Organized	OPD Memorial	Oxnard Police Department	5/15/2025	\$5,600.00
19	City Organized	Oxnard Insect Festival	City of Oxnard Cultural & Community Services	6/7/2025	\$9,500.00
20	City Organized	Oxnard Multicultural Festival	City of Oxnard Community Relations Commission	10/5/2024	\$6,800.00
21	City Organized	Oxnard Tamale Festival	City of Oxnard Cultural & Community Services	12/7/2024	\$7,000.00
22	City Organized	Public Works Day	City of Oxnard Public Works	04/2025	\$350.00
23	City Organized	Santa at the Station	Oxnard Police Department	12/9/2024	\$350.00
24	City Organized	The Longest Night Homeless Memorial Event	City of Oxnard Housing Department	12/21/2024	\$350.00
25	City Organized	Veterans Day	City of Oxnard City Manager's Office	11/11/2024	\$2,900.00
Total:					\$108,000.00

City of Oxnard Special Event Support Program (SESP) Policy

Overview and Goals:

The City of Oxnard Special Event Support Program offers a subsidy toward City services for City organized events and events associated with major recognized holidays within the City. It is the intention of the City to encourage the production of free special events that enhance the quality of life, provide low-cost entertainment and other leisure activities, and contribute to the dynamic atmosphere of the community.

The program aims to support community events that meet these goals:

1. Are Free and Open to the Public
2. Encourage Community Participation
3. Strengthen the City's Cultural Awareness and Identity
4. Attract Residents and Visitors
5. Enhance Economic Development

This program was created to provide a transparent policy-priority based process for subsidizing events. This process seeks to formalize the various types of requests that the City receives on a year-round, rolling basis by establishing an annual request timeline.

Events seeking support through this program must submit an application on an annual basis by the established deadline. Events that submit an application by the deadline and meet all the program goals and eligibility criteria will be recommended to the City Council to receive the SESP subsidy for the event held within the fiscal year.

Support Categories:

Any event applying for a subsidy must fall into one of the outlined support categories below. Special events that fall outside of these defined categories are ineligible for a subsidy as part of this program. With the exception of City Organized Events, the subsidy outlined in the categories below does not include charges associated with applicable Temporary Use Permit (TUP) fees, utility rental fees, delivery fees, encroachment permits, and/or any refundable deposits for City Park reservations, Showmobile rental, or other associated requests.

Category A: Major Recognized Holiday Ceremonial Programs: 100% subsidy of City service fees up to a total of \$7,500.00

- This category includes ceremonial programs designed to honor the importance of a major recognized holiday. The structure of these programs allows for attendees to show up, listen to the organized ceremonial program and leave. They do not feature a festival or entertainment element.

Category B: Major Recognized Holiday Festivals, Parades and Events: 50% subsidy of City service fees up to a total of \$15,000.00

- This category includes festivals, parades and events that provide entertainment to the community to celebrate a major recognized holiday. These events can feature live music, decorated vehicles and floats, vendors, and other elements that create a festival, parade, or celebration environment.

City Organized Events: 100% subsidy of City service fees including location deposit/cleaning fees, utility rental fees, and applicable TUP fees.

- This category includes events or festivals organized by City departments, committees, or commissions. Events in this category must be approved by Department Directors and/or the City Manager.

Eligibility

To be considered for a subsidy, the event and the event organizer must meet ***all*** of the following eligibility criteria. Note that meeting the below criteria does not guarantee support. Final support decision is determined by the City Manager or his designee.

1. Event Criteria

- Event takes place within the fiscal year and in the City of Oxnard
- Event must be non-commercial in nature (primary purpose may not be to sell a product or service)
- Event must support the program goals
- Event must require the use of City services to support the event
- Event must have other sources of funding sufficient to cover the cost of all anticipated event-related expenses
- Event must be established with at least one year of successful history with the City of Oxnard, including acquiring a Temporary Use Permit (TUP). New events are not eligible until year two

2. Event Organizer (Organization) Criteria:

- Event organizer must be in good standing with the City of Oxnard
- Event organizer must have a valid City of Oxnard business tax certificate, or an Oxnard business tax exemption
- Event organization or principal officer must be located in the City of Oxnard

Ineligible Events:

The City of Oxnard has the right to ***decline*** support for any event if it is deemed to not be in the best interest of the City or if it would otherwise create a conflict of interest for the City. The following are considered ineligible events:

- For Categories A & B, events managed or coordinated by a City employee or their immediate family
- Events held outside the City limits of Oxnard
- Events planned primarily for a fundraising purpose or where participants must pay to participate or to experience the primary features of the event, such as a race or walk with an entry fee

- D. Events in which the primary purpose is issuing scholarships or redistribution of event's revenue
- E. Activities restricted to members only or private events not open to the public
- F. Trade shows, conventions, conferences, job fairs, workshops, etc.
- G. Events that have a history of sustained complaints from previous years
- H. Events with the primary purpose of supporting or opposing any political candidate, ballot measure, or political position
- I. Events that are intended to convey a religious message or promote and advocate religious beliefs

Restrictions:

Event organizers must complete an application each year if they wish to be considered for a subsidy. Prior success in receiving support is no assurance that an organization will be awarded support in the future. Even though an event may qualify, limited resources may not allow events to receive a subsidy from the City. Support will not carry over for future years if the event is not produced or is canceled by the event organizer. The City may terminate the program at any time.

Acknowledging City Support City Logo Use

If an event receives financial support from the City, the event organizers may want to use the City's logo on promotional materials. In accordance with the City's logo use policy, the City's Communications Manager must approve any promotional materials that use Oxnard's logo. All requests must be submitted to katie.casey@oxnard.org with a copy of the proposed materials using the City's logo. If it is an annual event, materials must be approved each year.

~~The City logo must be displayed wherever other sponsor logos are displayed. The acknowledgement should read, "Supported in part by the City of Oxnard" or similar language, unless the City is a part of a list of supporters. Grantees must display the City's logo wherever other sponsor logos are displayed, and in accordance with the City logo use guidelines.~~

City Obligation

If the event is granted a subsidy, the City of Oxnard is only a financial supporter to the event and not a promoter or co-producer of the event. The City will not be liable for any debts incurred for the event. The City does not assume any liability or responsibility for the ultimate financial success of the event.

Program Administration:

The program is administered by the City Manager's office. Staff is responsible for administering the program, including providing technical assistance to applicants, coordinating the review process, and notifying applicants of their status. Questions regarding the application process or program may be directed to:

Samantha Shapiro
City of Oxnard, City Manager's Office
300 W. Third Street, 4th Floor

Oxnard, CA 93030
805.385.7447 | samantha.shapiro@oxnard.org

DRAFT



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

DATE: April 30, 2024
TO: City Council
FROM: Robert Ruben, Chief Information Officer, (805)385-7554, robert.ruben@oxnard.org
SUBJECT: Fourth Amendment to Agreement A-8011 with Superior LLC, a CentralSquare Company, for Information Technology Software and Services.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Fourth Amendment to Software License Agreement A-8011 with Superior LLC, a CentralSquare Company, in the amount of \$327,800 for FY24-25 with a new not-to-exceed total agreement amount of \$2,398,781 for information technology software and services.

(The Finance and Governance Committee approved 3-0 on April 9, 2024)

BACKGROUND

For the past three decades, the City of Oxnard has been using the SunGard HTE Enterprise Resource Planning (ERP) system as its main core operational business system to handle functions such as accounts payable, purchasing, financial reporting, utility billing, and licensing. Over the years, the HTE system was acquired by companies such as Superior and, most recently, CentralSquare. Despite the City's transitioning of the financial portion of its ERP to Tyler Munis starting in October 2022, the HTE/Naviline system is still in use for certain functions such as payroll, utility billing and business licensing. As the implementation of the Tyler Munis system moves into new phases, use of the HTE system will continually go down. However, during this transitional period, HTE needs to be maintained and licensed while its functions get integrated into the Tyler Munis system.

CentralSquare also provides additional systems and services to the City. For example, the Click2Gov module is used to modernize the functionality of business licensing and permits to provide better service to residents and businesses. Systems such as Cognos and Analytics NOW are used by the Finance Department to aid in financial report creation and management. The Police Department uses the CryWolf system to track burglar alarms throughout the City. Additionally, in support of the Tyler ERP implementation, programming and consulting services from CentralSquare are needed in support of gap analysis, process mapping and data conversion and migration.

For FY24-25, the following table outlines expected costs for the vendor's services:

TABLE - CentralSquare Estimated Costs, FY 24-25

Description	FY 24-25 Estimated Cost
HTE/Naviline ERP license and support	\$230,000
Click2Gov for licensing, permitting, employee self service	\$28,000

Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	\$40,000
Programming and consulting services	\$0 **
Contingency (10%)	\$29,800
Total	\$327,800

** Data conversion and migration from HTE to the Tyler ERP system are expected to continue. However prior amounts authorized by Council have not been exhausted to date and thus staff is not requesting additional amounts for authorization at this time.

A 10% contingency is included for unforeseen remediation or emergency needs, anticipated annual increases for third party software renewals, and flexible capacity to support City departments and CentralSquare's business requirements through June 30, 2025.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The costs for the software and services provided by the vendor will be included in the IT Department's recommended FY 2024-25 budget.

For Finance Use Only: Information Technology Fund (Org. 7311801 Obj 53001 - Software & 53200 - Services)

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on April 9, 2024, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. A-8011 - Superion CentralSquare Fourth Amendment
2. A-8011 - Superion CentralSquare Third Amendment
3. A-8011 - Superion CentralSquare Second Amendment
4. A-8011 - Superion CentralSquare First Amendment
5. A-8011 - Superion CentralSquare Agreement

FOURTH AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This Fourth Amendment (“Amendment”) to the Software License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 13th day of March 2024, by and between the City of Oxnard, a municipal corporation (“City”), and Superion, LLC, a CentralSquare Company (“CentralSquare”, “Superion” or “Vendor”). This Fourth Amendment amends the Third Amendment to the Software License Agreement entered into on May 24, 2023, which itself amended the Second Amendment to the Software License Agreement entered into on May 24, 2022, which itself amended the First Amendment entered into on April 22, 2020. The First Amendment amended the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Vendor continues to provide City with access to the HTE/Naviline ERP system under the Agreement for the period ending June 30, 2025.

NOW Therefore City and Vendor agree as follows:

1. Exhibit D is added to this Agreement, and is incorporated herein by this reference.
2. The total value of the Agreement for Agreement A-8011 shall not exceed \$2,398,781.
3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

CENTRAL SQUARE TECHNOLOGIES LLC

John C. Zaragoza, Mayor Date

Ron Anderson, Chief Sales Officer Date

Barry Medintz, General Counsel Date

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

EXHIBIT D

CentralSquare Estimated Costs, 7/1/2024 through 6/30/2025

Description	FY 24-25 Expected Cost
HTE/Naviline ERP license and support	\$230,000
Click2Gov for licensing, permitting, employee self service	\$28,000
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	\$40,000
Contingency (10%)	\$29,800
Total	\$327,800

Agreement No. A-8011

THIRD AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This Third Amendment ("Amendment") to the Software License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 24th day of May 2023, by and between the City of Oxnard, a municipal corporation ("City"), and Superion, LLC, a CentralSquare Company ("CentralSquare", "Superion" or "Vendor"). This Third Amendment amends the Second Amendment to the Software License Agreement entered into on May 24, 2022, which itself amended the First Amendment entered into on April 22, 2020. The First Amendment amended the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Vendor continues to provide City with access to the HTE/Naviline ERP system under the Agreement for the period ending June 30, 2024.

NOW Therefore City and Vendor agree as follows:

1. Exhibit C is added to this Agreement, and is incorporated herein by this reference.
2. The total value of the Agreement for Agreement A-8011 shall not exceed \$2,070,981.
3. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

COUNCIL APPROVED
6/29/23 M.5
DATE

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

CITY OF OXNARD

CENTRAL SQUARE TECHNOLOGIES LLC


John C. Zaragoza, Mayor Date

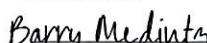
DocuSigned by:



6/13/2023 | 10:09 AM PDT

Ron Anderson, Chief Sales Officer Date

DocuSigned by:



6/15/2023 | 3:30 PM PDT

Barry Medintz, General Counsel Date

ATTEST:


Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:



6/19/2023 | 2:41 PM PDT

Stephen M. Fischer, City Attorney

Date

EXHIBIT C**CentralSquare Estimated Costs, 7/1/2023 through 6/30/2024**

Description	FY 23-24 Expected Cost
HTE/Naviline ERP license and support	\$213,255
Click2Gov for licensing, permitting, employee self service	\$24,333
Various third party systems including CryWolf (Police), Public Administrator (Utilities), Cognos (Finance)	\$40,000
Programming and consulting services	\$255,000
Contingency (15%)	\$79,888
Total	\$612,476

SECOND AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This Second Amendment ("Amendment") to the Software License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 24th day of May 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Superion, LLC, a CentralSquare Company ("CentralSquare", "Superion" or "Vendor"). This Second Amendment amends the First Amendment to the Software License Agreement entered into on April 22, 2020. The First Amendment amended the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Vendor provides City a Transaction Manager service under the Agreement; and

WHEREAS, Vendor has notified City that the Transaction Manager service reached end of life status at the end of December 2021; AND

WHEREAS, Vendor extended Transaction Manager service to City for an additional three months, ending March 31, 2022; AND

WHEREAS, City wishes to extend the Transaction Manager service for an additional 90 days, starting April 1, 2022, at a one-time cost of \$6000.00; AND

WHEREAS, City wishes to consolidate all products and services that it uses from within the Vendor's portfolio of offerings under this Amendment.

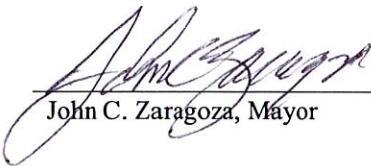
NOW Therefore City and Vendor agree as follows:

1. Exhibit B is added to this Agreement, and is incorporated herein by this reference.
2. The Transaction Manager product is being discontinued by the Vendor. The Vendor shall extend the Transaction Manager service for an additional 90 days, starting April 1, 2022, at a one-time cost of \$6000.00.
3. The total value of the Agreement for Purchase Order 8163 shall not exceed \$1,458,505.
4. The Parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
5. As so amended, the Agreement remains in full force and effect.

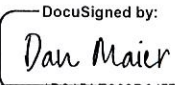


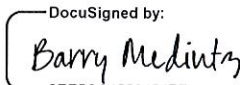
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD


John C. Zaragoza, Mayor
6-21-22
Date

CENTRAL SQUARE TECHNOLOGIES LLC

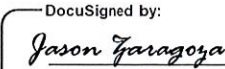
DocuSigned by:

Dan Maier, CRO
5/26/2022
Date

DocuSigned by:

Barry Medintz, General Counsel
5/26/2022
Date

ATTEST:


Rose Chaparro, City Clerk
6/21/22
Date

APPROVED AS TO FORM:

DocuSigned by:

Jason Zaragoza
5/25/2022 | 8:09 AM PDT
Date

Stephen M. Fischer, City Attorney

EXHIBIT B**CentralSquare Estimated Costs, 7/1/2020 through 6/30/2023**

Description	FY 20-21	FY 21 -22 estimated	FY 22-23 estimated
HTE user license, support, hosting, disaster recovery	\$174,575	\$183,304	\$192,469
Credit card Transaction Manager, processing fees	\$10,000	\$10,000	0
CryWolf Alarm management system - Police	0	\$15,000	\$15,000
Public Administrator software - utilities billing	0	\$5,000	\$5,000
Analytics NOW Financial reporting system	0	\$20,000	\$20,000
HTE ERP upgrade and change costs	0		\$80,000
Contingency, 15%	0	\$34,996	\$46,870
TOTAL, per fiscal year	\$184,575	\$268,300	\$359,339

FIRST AMENDMENT TO SOFTWARE LICENSE AGREEMENT

This FIRST Amendment (“FIRST Amendment”) to the Software License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 21st day of April 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Superion, LLC, a CentralSquare Company (“CentralSquare”, “Superion” or “Vendor”). This First Amendment amends the Agreement entered into on October 3, 2017 by City and Vendor.

RECITALS

WHEREAS, Superion LLC is now an entity owned by CentralSquare Technologies and is now called Superion LLC, a CentralSquare Company; AND

WHEREAS, City wishes to use Vendor’s new offering of CentralSquare Naviline ASP as the means to access the HTE/Naviline system instead of through the physical AS400 server that is currently housed in the City.

NOW Therefore City and Vendor agree as follows:

1. The term of this Amendment is July 1, 2020 through June 30, 2023.
2. Exhibits 1, 2 and 3 of the Agreement are now replaced by Exhibit A.
3. The parties agree that this Agreement may be transmitted and signed by electronic signature by either/any or both/all parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.
4. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD

Central Square Technologies, LLC

DocuSigned by: <u>Alexander Nguyen</u> Alexander Nguyen, City Manager 47AD98734EB14C2...	4/22/2020 10:28 AM PDT Date	See next page Todd Dooley, CFO Date
		See next page Danilo Garguilo, Sr. VP Business Transformation & Strategy Date

APPROVED AS TO FORM:

DocuSigned by: <u>Jason Karapapa</u> Stephen M. Fischer, City Attorney 38EAC638E5E3449...	4/21/2020 1:48 PM PDT Date
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EXHIBIT A

This CentralSquare Solutions Agreement (the "**Agreement**"), is entered into with CentralSquare Technologies, LLC under the terms and conditions of the Superior Solutions Agreement (00005934) dated August 6, 2018 (Agreement), between **Superior, LLC (Superior)** and **City of Oxnard, CA (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

CentralSquare Technologies, LLC		City of Oxnard	
1000 Business Center Dr. Lake Mary, FL 32746 DocuSigned by:		300 West 3 rd Street, Suite 202 Oxnard, CA 93030	
By:		By:	
Print Name:	Todd Dooley 013A8BA2DCA64EB...	Print Name:	
Print Title:	CFO	Print Title:	
Date Signed:	March 18, 2020 DocuSigned by:	Date Signed:	
By:			
Print Name:	Danilo Gargiulo AAA5B6CFC387424...		
Print Title:	Sr. VP Business Transformation & Strategy		
Date Signed:	March 18, 2020		

1. **SOLUTION: CentralSquare NAVILINE ASP identified in Exhibit A-1.**
2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a CentralSquare approved remote access client so that CentralSquare can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for CentralSquare staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, CentralSquare may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.
3. **DOCUMENTATION:** CentralSquare's standard user manuals for the Solution listed above.
4. **INITIAL TERM:** Thirty-Six (36) months commencing on the first of the month following Execution of this Agreement.
5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth on Exhibit A-1 shall automatically renew for successive one (1) year Renewal Terms at the then-current rates. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be.
6. **FEES**
 - A. **ANNUAL ACCESS FEES:** SEE Exhibit A-1

a. ADDITIONAL AUTHORIZED USERS FEES: Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide CentralSquare with advance written notice and CentralSquare may increase the Access Fee payable under this Order accordingly.

b. OTHER FEES: If Customer's use of the Solution increases in any way which would reasonably cause CentralSquare to incur additional hardware costs to maintain such increased usage, CentralSquare shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

7. **THE LIABILITY CAP:** Shall be the total of the Professional Services and Annual Access Fees actually paid by Customer to CentralSquare under this Order during the twelve (12) month period immediately preceding the event giving rise to the claim occurring.

8. **PAYMENT TERMS:**

- a. The Annual Access Fee is due the first of the month following Execution and annually thereafter on the anniversary date thereof.
- b. Customer to pay System Recovery past due fees of thirteen thousand six hundred forty dollars and seventy one cents (\$13,640.71) shall be due upon execution of this Agreement.
- c. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit A-1. CentralSquare shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date.
- d. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the CentralSquare Corporate Travel Expense Guidelines attached hereto as Exhibit A-2.

9. **ADDRESSES**

- a. **CUSTOMER ADDRESS FOR INVOICES:** 300 West 3rd Street, Ste. 202, Oxnard, CA 93030
- b. **CUSTOMER ADDRESS FOR NOTICES:** 300 West 3rd Street, Ste. 202, Oxnard, CA 93030
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 300 West 3rd Street, Ste. 202, Oxnard, CA 93030
- d. **CENTRALSQUARE'S ADDRESS FOR NOTICES:**
CentralSquare Technologies, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. **OTHER TERMS:**

- a. CentralSquare shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.

- b. CentralSquare shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by CentralSquare for the upgrade of any customizations to the Solution made by CentralSquare at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.
- c. As and when Customer is required to upgrade to a new release, CentralSquare shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to CentralSquare any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by CentralSquare. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors were reported and the date that CentralSquare has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.
- d. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the CentralSquare Systems Change Request (SCR) form which will be prepared for the Customer by the CentralSquare Conversion Team Manager. There will be a Two Hundred Fifty dollar (\$250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. CentralSquare will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data must be given to CentralSquare in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to CentralSquare along with this Order.
- e. If after the expiration of the term of this Order Customer converts to a different vendor's applications, CentralSquare will provide, upon payment of CentralSquare's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in CentralSquare's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, CentralSquare shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by CentralSquare for such services.

11. Consent to Assignment

- (a) **Consent to Assignment.** CentralSquare Technologies, LLC ("CentralSquare") through purchase currently owns all of the assets of CentralSquare, LLC, including all rights, title, and interest in the Core Product(s). Each Party (a) mutually consents to CentralSquare's substitution as the party obligated to perform under the Agreement; and, (b) agrees to be bound by all terms and conditions previously entered into the Agreement between Customer and CentralSquare.

Additionally, CentralSquare represents and warrants to Customer that: (i) it has the right, power, and ability to enter into and perform under this Agreement; (ii) it has all necessary rights to grant the rights and licenses under this Agreement; and, (iii) it will maintain all licenses, permits, and other permissions necessary to provide the services under the Agreement.

Order of Hierarchy. In the event of any conflict or inconsistency between this Agreement, the

Exhibits, or any purchase order, then the following priority shall prevail:

- 1) The main body of this Agreement and any associated amendments or change orders.
- 2) Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable, and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

Notices. Any notice given by either Party shall be in writing, sent by United States registered or certified mail (certified or registered). Notices will be deemed effective when received. Notices shall be sent to the following:

For Customer: City of Oxnard
300 W. 3rd Street, Suite 202
Oxnard, CA 93030

For CentralSquare: CentralSquare Technologies LLC
Attn: Legal & Contracts Department
1000 Business Center Drive
Lake Mary, FL 32746

12. OTHER TERMS APPLICABLE TO THIS ORDER:

- SUPPORT STANDARDS SUPPLEMENT
- CENTRALSQUARE TRAVEL EXPENSE GUIDELINES (Exhibit A-2)
- COGNOS THIRD PARTY PRODUCTS SUPPLEMENT
- TRANSACTION MANAGER SUPPLEMENT

EXHIBIT A-1 – ACCESS FEES**A. ACCESS FEES – INITIAL TERM**

Term	Annual Access Fees
Year 1	\$ 174,574.83
Year 2	\$ 183,303.57
Year 3	\$ 192,468.75

Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by CentralSquare in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. Annual Access Fees

	Applications and/or Services	Annual Access Fee
Existing NaviLine Products (Currently Licensed)	GMBA w/Extended Reporting, Customer Information System, Code Enforcement, Purchasing/Inventory, Planning & Engineering, Payroll/Personnel, Land/Parcel Mgmt, Work Orders/Facility Management, P-Card, Cash Receipts, Business Licenses, Building Permits, Asset Management II, Accounts Receivable, CIS Voice Response Interface, CIS IVR Credit Card Interface, CR IVR Credit Card Interface, Cash Receipts Lock Box Interface, BP Voice Response Interface, Document Management Services, OnePoint Point-of-Sale, Transaction Manager, NaviLine User Interface, NaviLine Jump Start Plan	\$ 174,574.83
Existing Third Party Products (Currently Licensed)	Cognos BI:Base Bundle Multi-Data Source, Oracle BEA WebLogic Express	Included in Annual Access Fee
Retrofit Modifications	34 Mods	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superion. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for CentralSquare applications	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; \$600 per additional refresh.	Included in Annual Access Fee
Total Proposed System:		\$ 174,574.83



EXHIBIT A-2

Support Standards

1. Service Level Commitments

1.1. Overall System Availability.

1.1.1. **Target.** In each Service Period, the target for availability of the CentralSquare Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the CentralSquare Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

1.1.2. **Measurement.** Service availability is measured as the total time that the CentralSquare Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

1.1.2.1. mutually agreed upon by CentralSquare and the Customer.

1.1.2.2. paid, installed and maintained by the Customer.

1.1.2.3. non-invasive and may not reside on CentralSquare's systems.

1.2. Calculation. Service Availability for a given month shall be calculated using the following calculation:

1.2.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.2.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

1.2.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

1.3. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

1.4. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. CentralSquare's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly CentralSquare Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

2. Server Performance & Capacity.

2.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional CentralSquare Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

2.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and

subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

3. System Maintenance.

- 3.1. CentralSquare Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 3.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
- 3.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

4. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to CentralSquare Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the CentralSquare Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the CentralSquare Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the CentralSquare Solutions but a fault exists that restricts the Customer's use of the CentralSquare Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the CentralSquare Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

- 4.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

5. **Disaster Recovery.** CentralSquare provides disaster recovery services for CentralSquare Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
6. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 6.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the CentralSquare Solutions.
- 6.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.
- 6.3. material changes made to the usage of the CentralSquare Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer

or its subcontractors, of communications links necessary to the proper performance of the CentralSquare Solutions.

6.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

6.5. a documented Defect.

7. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

8. Service Requests. Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

9. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

9.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4 as circumstances dictate. Service requests will otherwise be prioritized and scheduled similar to production service requests.

10. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for CentralSquare Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for CentralSquare Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X

Security		
Intrusion and Penetration Testing	X	

- 11. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.
- 12. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 13. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the CentralSquare Solutions.
- 14. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the CentralSquare Solutions, except such work as may be specifically purchased and outlined in Exhibit A-1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 15. Disagreement Procedure.** In case the parties are in disagreement as to whether CentralSquare has fulfilled its support obligations, they shall use all reasonable efforts to amicably settle such dispute. If disagreement remains following a ten (10) day work period, the parties shall escalate the issue to the following representatives to resolve the dispute:

CentralSquare: _____ Director of
Operations (first level); VP of Services (escalation – 1st level); General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute the parties have a duty to continue fulfilling all their other obligations under this Agreement.

16. Telephone Support & Support Portal

- 16.1. Hours.** CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the CentralSquare Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases.** Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the CentralSquare Solutions shall be furnished by means of new Releases of the CentralSquare Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number.** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT A-3**CENTRALSQUARE TRAVEL EXPENSE GUIDELINES**

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

TRANSACTION MANAGER SUPPLEMENT

Special Terms Relating to the Transaction Manager: In addition to any Transaction Manager configuration and / or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the Transaction Manager. Upon the conclusion of each month following installation of the Transaction Manager (KT / OS-KT), CentralSquare will invoice Customer a monthly usage fee equal to the following:

- i. Eight point five cents (\$0.085) for each transaction processed by the Transaction Manager during the prior month;
- or
- ii. Five point five cents (\$0.055) for each transaction processed by the Transaction Manager during the prior month provided that Customer utilizes a CentralSquare approved payment partner for that transaction's related merchant services;
- or
- iii. One hundred Fifty dollars (\$150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars (\$150.00).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these special terms relating to the Transaction Manager may occur at any time as may be required and such changes will be effective upon CentralSquare's written notice to each Customer who utilizes the Transaction Manager services.

For the purpose of the Transaction Manager, the term "transaction" means a transaction that is submitted to the Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to CentralSquare, Customer may terminate usage of the Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The Transaction Manager is the only solution for real-time, online transaction processing within the CentralSquare suite of internet and core products.

The Transaction Manager solution is available 24 hours / 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the Transaction Manager, Customer's license to use the OnePoint Payment Engine – KL (if applicable) shall terminate.

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, CentralSquare reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to CentralSquare of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of CentralSquare's then-current

reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to CentralSquare by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit A-1.
2. Ownership. Cognos owns the Cognos Component Systems.
3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:
 - (a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the CentralSquare Licensed Software.
 - (b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by CentralSquare under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;
 - (c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;
 - (d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;
 - (e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit A-1; and
 - (f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit A-1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit A-1.
 - (g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

Superion, LLC
a Florida Limited Liability Corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("Superion")

AND

City of Oxnard
300 West Third Street
Oxnard, CA 93030

(for purposes of this Agreement, "Customer")

THIS AGREEMENT is entered into between Superion and Customer on the Execution Date, and Superion's obligations hereunder will commence on Execution Date.

Superion and Customer have entered into a Software License and Services Agreement dated December 26, 2006 (the "License Agreement") for the Software. Customer desires that Superion provide Maintenance and Enhancements for and new releases of the Baseline Software identified in the attached exhibits on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Customer further desires that Superion provide Disaster Recovery Services as specified and identified in Exhibit 3 of this Agreement. In addition, Customer desires the use of the Superion Transaction Manager as specified within Exhibit 4. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit" means, collectively: (i) The schedules attached to this Agreement including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Superion's warranty services and Superion's

Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in the exhibits as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means trade secret information of the disclosing party which is designated as trade secret prior to or at the

time of disclosure to the Recipient. Confidential Information of Superior includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is required to be disclosed pursuant to law.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Superior provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in the exhibits.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in the exhibits.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of the exhibits that

contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in the exhibits.

"Custom Modification" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Superior will provide Customer with Improvements is identified in the exhibits.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The

hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, Superior will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in the exhibits.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay Superior the amounts provided for in the exhibits as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, Superior reserves the right to increase the Improvements fees. An increase in annual fees shall require written agreement of Superior and Customer. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year

for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse Superior for actual travel and living expenses that Superior incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Superior's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on Superior's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superior will invoice Customer for and Customer will pay to Superior all such tax amounts.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least three (3) months prior to the expiration of the initial Contract Year, Customer notifies Superior in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least three (3) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES**

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item and provided

the public records exception continues to be met.- However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Superion's assignment of this Agreement or of any Superion rights under this Agreement to Superion's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Superion's assignment of this Agreement to any person or entity to which Superion transfers any of its rights in the Software.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of California, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER

BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

By the signatures of their duly authorized representatives below, Superior and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

CUSTOMER

Tim Flynn 10/3/17
Tim Flynn, Mayor Date

SUPERIOR

DocuSigned by:
[Signature] 9/7/2017
Tom Amburgey, VP & General Manager Date
Lisa Neumann 9/7/17
Lisa Neumann Controller Date

ATTEST:

[Signature] 10/4/17
Michelle Ascencion, City Clerk Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

[Signature] For 9/11/17
Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

[Signature] 9/7/17
Raja Bamrungpong, Date
Project Manager (required
for any agreement amount)

[Signature] 9/11/17
Keith Brooks, Date
Department Head

APPROVED AS TO AMOUNT:

[Signature] 4 Oct 2017
Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

[Signature] 9/26/17
Mike More, Risk Manager (required Date
for any agreement amount)

The City requires the following for any contract:

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

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

PLEASE DO NOT REMOVE THIS BOX

EXHIBIT 1

CONTRACT YEAR: July 1, 2017 through June 30, 2018 and each annual term thereafter.

Qty	Licensed Applications	Annual Support Term 7/01/2017-6/30/2018
1	NavLine Click2Gov3 BP Wireless	\$ 2,056.94
1	NavLine Click2Gov3-Core Module	1351.00
1	NavLine Click2Gov3-Occupational Licenses	3176.69
1	NavLine Click2Gov3 - Customer Information System Module	5160.59
1	Cognos BI: Base Bundle Multi Data Source - NavLine	1600.00
1	Procurement Card	2519.45
1	OnePoint Point of Sale	2050.85
1	Cash Receipts Credit Card Processing - AS400	742.46
1	BP Voice Response Selectron	2257.75
1	NAVI - Work Orders/Fac Mgmt.	8738.94
1	NAVI - Building Permits	6079.53
1	NAVI - Code Enforcement	3712.22
1	NAVI - Cash Receipts	3700.05
1	NAVI - Customer Information Systems	16419.00
1	NAVI - GMBA	14562.87
1	NAVI - Asset Management II - LF	0.00
1	NavLine-Land/Parcel Management	5483.14
1	NAVI - Accounts Receivable	5148.42
1	NAVI - Occupational Licenses	5367.51
1	NAVI - PURCHASING INVENTORY	8002.59
1	NAVI - Payroll/Personnel	12031.27
1	NAVI - Planning/Engineering	8544.21
1	NAVI-DMS-Document Management Services	1235.38
1	CIS Voice Response Selectron	1947.40
1	CIX IVR Credit Card Interface	730.28
1	Cash Receipts Lock Box Interface	742.46
1	NAVI - Asset Management II	3523.57
36	Retrofit Modification Option	3600.00
1	Tax (Type - MA)	5056.33
		\$ 135,540.90

***Improvements fees for current Contract Year are subject to change and will be specified by Superior in an annual invoice.**

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvements fees for any subsequent Contract Year are subject to change and will be specified by Superior in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, Superior will

assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

|

EXHIBIT 2
Maintenance Standards

- I. **Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").
- II. **Targeted Response Times.** With respect to Superior's Maintenance obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Component Systems are not performing a process that has caused a complete work stoppage.	Superior has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superior has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning Superior's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superior has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superior has a stated goal to respond within 24 hours of the issue being reported.	

* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer.

Supplement to the Superior LLC. Services Agreement
Recovery Solutions – System Recovery Service

1. **Term:** Initial Term of this Agreement begins July 1, 2017 and expires twenty-four (24) months from the date the initial Monthly Administration Fee is due under this exhibit. However, for purposes of making all payments due for recovery services, this Agreement will be retroactive with a beginning date of April 1, 2017.
2. **Services Groups:** Monthly Administration Fees, Declaration Fee and Additional Fees
 - a. **Start-Up Fee:** Includes all fees required to initiate these service, excluding any Travel and Living Expenses that may be incurred.
 - b. **Monthly Administration Fee:** Fees paid to maintain service availability for term of this contract.
 - c. **Declaration Fee:** A fee of Three Thousand Five Hundred Dollars and 00/100 (\$3,500) is due upon the declaration of a disaster/emergency situation by a designated client representative. The Initial Use period following a declaration is up to thirty (30) days per declaration.
 - d. **Additional Fees:** Additional fees are those that are available to the client but are not required as a function of providing the recovery service.
 - e. **Additional Usage Fee:** After the Initial Use period there will be a Five Hundred Dollar and 00/100 (\$500.00) per day fee.

	Applications and/or Services	Monthly Access Fee
Service	System Recovery Service (SRP)	\$ 3,093.13
Additional Services	Annual Testing - Once Per Year	Included in Monthly Fee
	Total Proposed System:	\$ 3,093.13

3. **Payment Terms:**
 Monthly Administration Fee: Monthly Administration Fees will be due on the first of each month. Monthly Administration Fees will be invoiced in advance on a monthly basis for a term of twenty-four (24) months at the rates listed below:

Months 1 – 24: \$3,093.13 per month or
\$37,117.56 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Declaration Fee: Due upon declaration of a disaster/emergency situation by a designated client representative.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superior Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which Superior is seeking reimbursement, shall also be invoiced monthly.

4. Other issues:

- a. Upon commencement of this contract, the Customer will provide Superior with a list of Customer designated representatives. This is a list of individuals that the client has authorized to declare or terminate a state of emergency for their location. This list will include designated representative names, daytime, nighttime, mobile and FAX numbers and mailing address information.
- b. Only a designated Customer representative will be able to declare a state of disaster/emergency by calling Superior Systems Recovery at: **1-800-695-6915**.
- c. Initial declaration of disaster/emergency may be verbal, but must be followed up by a signed and dated statement that declares a state of disaster/emergency. This hardcopy statement must briefly document the state and cause of the disaster/emergency, be dated and contain contact information. This declaration document may be faxed or sent via overnight mail to Superior/Systems Recovery, 1000 Business Center Dr., Lake Mary, FL 32746 or FAX: 407-386-8878.
- d. Customer acknowledges that should Superior receive multiple declarations of state of disaster/emergency, Superior shall respond to clients on a first come – first serve basis.
- e. Termination of a previously declared disaster/emergency situation may be done verbally by a client designated representative and followed by a signed notification no later than two (2) weeks after verbal notification. This notification of service termination must be signed by a designated Customer representative and may be faxed or sent via overnight mail to Superior Systems Recovery, 1000 Business Center Dr., Lake Mary, FL 32746 or FAX: 407-386-8878.
- f. All tapes or other backup medium provided to Superior will be returned to Customer.
- g. Any hardware or software provided by Superior in performance of this Schedule A-Order Form is owned by Superior and is not the property of the Customer.

SUPERION TRANSACTION MANAGER

Initial Term of this Agreement begins July 1, 2017 and expires twenty-four (24) months from this date and will renew for another twelve month period as specified in Section 4 above. However, for purposes of making all payments due for Superior Transaction Manager services, this Agreement will be retroactive with a beginning date of April 1, 2017.

Superion Public Sector will invoice Customer a monthly usage fee equal to the following:

1. Eight point five cents (\$.085) for each transaction processed by the Superior Transaction Manager during the prior month, or
2. Five point five cents (\$.055) for each transaction processed by the Superior Transaction Manager during the prior month provided that Customer utilizes a Superior LLC approved payment partner for that transaction's related merchant services, or
3. One hundred fifty dollar (\$150) if the applicable transaction-based monthly usage fee is not greater than one hundred fifty dollars (\$150).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days notice. Other changes to these terms relating to Superior Transaction Manager may occur at any time as may be required and such changes will be effective upon Superior LLC's written notice to each customer who utilizes the Superior Transaction Manager services.

For the purpose of the Superior Transaction Manager, the term "transaction " means a transaction that is submitted to the Superior Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to Superior LLC, Customer may terminate usage of the Superior Transaction Manager subscription effective upon the last day of the month in which the notice period concludes.

The Superior Transaction Manager solution is available 24 hours/ 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Rights of Cancellation - Subscription / Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, Superior LLC reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to Superior LLC of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of Superior LLC's then- current reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.



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

DATE: April 30, 2024
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Public Project Agreement 32400485 with SBS Corporation for Durley Park Concession Building Fire Damage Repair Project (Rebid), Specification No. PW 24-33R2.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$347,511 in project funding for the Durley Park Concession Building Fire Damage Repair Project C2327 (Rebid), Specification No. PW 24-33R2;
2. The Mayor to Execute an Agreement with SBS Corporation in the amount of \$289,593 with a contingency amount of \$28,959 (10%) for a total not to exceed contract amount of \$318,522 for the Project;
3. A Project allocation amount of \$28,959 (10%) for engineering, inspection, survey, and project management for the Project; and
4. A project budget appropriation from anticipated eligible insurance proceeds in the amount of \$139,644 within the General Fund (101) to the Durley Park Concession Building Repairs Project (No. C2327).

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

BACKGROUND

On February 18, 2022 the Durley Park concession building sustained fire damage. City staff worked with the insurance carrier and received authorization for like-for-like repairs of the building. The insurance adjuster's estimate for the repairs was \$251,324. However, the City was responsible for a \$50,000 deductible that has already been paid, from the Parks Division's operating budget, for the initial repairs to test the existing gas lines, smoke and fire cleanup, replacing damaged electrical, and the architectural/engineering services for the biddable plans and specifications. Therefore, the insurance company advanced funds in the amount of \$201,324 for the remaining balance (less deductible) that was based on the adjuster's estimate. After this project is completed, the City will request the remaining amount from the insurance company, based on the actual final eligible cost for the repairs.

This Project includes furnishing all necessary labor, materials, equipment, and other incidental and appurtenant work to repair the fire damage to the Durley Park concession building, located at 950 Hill Street in Oxnard. This includes; repairs to the roof system, ceiling, walls, and fixtures. Work is tentatively scheduled to begin in July 2024 and is currently allocated 60 working days, absent any delays for supply chain issues, unforeseen site conditions, or weather. Staff will work closely with the Kamala Park Neighborhood Council and the Sunset Little League to keep them informed of the project schedule. General project information will also be disseminated through the City's social media channels to help keep the public informed.

DISCUSSION

This Project was originally advertised for bid on December 21, 2023 and one bid was received, but the bid was rejected for being non-responsive by not meeting the terms of the bid requirements. The Project was advertised again on February 1, 2024 and two bids were received, but they were both rejected for being non-responsive by failing to meet the terms of the bid requirements. The notice inviting formal bids (NIFB) was published a third time on February 29, 2024, and three bids were received, but two were rejected for being non-responsive for failure to submit required bid documents. The remaining responsive bid was from SBS Corporation (SBS) in the amount of \$289,593.

SBS and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from SBS and its subcontractors. Procurement staff verified possession of the required and currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing this project and recommends that the City Council award the contract for this Project to SBS.

The bid amount from SBS is \$289,593 and staff recommends authorizing an additional \$28,959 for project contingency (10% of the contract costs) that totals a not to exceed amount of \$318,522 for SBS. Staff is also recommending another \$28,959 (10% of the contract costs) for third party contract engineering services, inspection, survey, fees, and project management. Therefore, the total recommended project not to exceed amount that includes the bid from SBS with contingency and the third party contract services is \$347,511.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

City staff estimates the total cost to repair the fire damage at the Durley Park concession building to not exceed \$462,280, which includes the pre-construction expenses of \$88,939 (testing the existing gas lines, smoke and fire cleanup, replacing damaged electrical, and the architectural/engineering services for the biddable plans and specifications), additional committed costs of \$25,830 (testing for hazardous materials and plan check fees), and the construction costs of this Agreement with SBS Corporation of \$347,511, which includes the bid amount with the 10% contingency and the 10% allocation of funds for third party project services. Of this amount, the \$50,000 deductible portion has been expensed from the General Fund Park budget in FY 2022-23 and the insurance has advanced \$201,324 out of the \$272,636 appropriated previously to this project. There is currently \$213,091 available in project budget appropriations for this project. Therefore, it requires an additional appropriation from the General Fund in the amount of \$139,644 for a new total available project budget of \$352,735 to fund this repair project, with the actual final costs of the project, eligible to be covered by the insurance, being reimbursed by insurance proceeds.

ITEM	COSTS	FUNDING SOURCE
Pre-construction - expensed	\$88,939	\$50k - General Fund Parks \$37,260 - Insurance proceeds
Pre-construction - committed	\$25,830	\$25,830 - Insurance proceeds
Construction costs - pending award	\$347,511	Requested Insurance proceeds
TOTAL EXPENSES	\$462,280	
Deductible Paid	(\$50,000)	General Fund Parks

Current Budget Appropriation	(\$272,636)	Insurance proceeds
Remaining Balance	\$139,644	Advance from General Fund*

*It should be noted that the insurance company will have the final determination of what costs can be recovered via the insurance process. The project, as designed, includes like-for-like replacement of items damaged in the fire and as such, should be fully eligible for insurance reimbursement. However, if the insurance company determines any of the improvements to be ineligible, it is possible that the General Fund may not be reimbursed for improvements exceeding true replacement value.

For Finance Use Only: General Fund (Org. 1011001 Obj. 43400, Org. 1013301 Obj. 43400), Capital Outlay Fund (Org. 3013301 Obj. 49300 & 53200)

COMMITTEE OUTCOME

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

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. 32400485 SBS Corp PW 24-33R2

**CONSTRUCTION CONTRACT FOR
Durley Park Concession Building Fire Damage Repair Project (Rebid)
Specification No. PW 24-33R2**

**BY AND BETWEEN
THE CITY OF OXNARD
AND SBS CORPORATION**

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and SBS CORPORATION (“Contractor”). Contractor’s license number is 742782. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the Durley Park Concession Building Fire Damage Repair Project (Rebid) as more fully described in the solicitation documents issued by the City for Specification No. PW 24-33R2 (the “Project”); and

WHEREAS, on February 29, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on April 30, 2024, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference.

Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

- (1) Contract and its attached Exhibits, subject to the limitations in Sections 10 and 24 with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
- (2) Change Orders issued and approved by the City;
- (3) Bid Addenda issued by the City;
- (4) Notice Inviting Bids and Instructions to Bidders;
- (5) Specifications
- (6) Special Provisions
- (7) Appendices
- (8) Plans
- (9) Bid Forms and attachment thereto;
- (10) Performance Bond;
- (11) Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class B Contractor's license issued by California State Contractors License Board.

B. 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.

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO HUNDRED EIGHTY NINE THOUSAND FIVE HUNDRED NINETY THREE DOLLARS, (\$289,593.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of sixty (60) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this

Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply. Public Contract Code Section 9204 is set forth in full in Section 2- 10 of the Special Provisions.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors,

- suppliers and others; and
- 3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 9 and the provisions of Exhibit "A", the terms of this Section 9 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 9.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct; and

- b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.
 - D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
 - E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
 - F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
 - G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
 1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker

is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this subsection. In awarding any contract for public work, Contractor must forfeit to City Twenty-five Dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of two hundred fifty dollars (\$250) per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-E attached as Exhibit B to this Contract.

15. [RESERVED]

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agent, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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."

20. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 14 of this Contract and attached hereto as Exhibit "B", shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

A. 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.

B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have

been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: Public Works Department, 305 W. Third Street, 3rd Floor, Oxnard, CA 93030

TO CONTRACTOR: SBS Corporation, 2409 Avenida De La Rosa, Camarillo, CA 93012

B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (1) the expiration of the one-year guarantee period; or (2) on one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. 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, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or

approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

SBS CORPORATION

X John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Agent

David Alatorre, President ² _____ Date

Cheryl Alatorre, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

Stephen Fischer _____ Date
City Attorney

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

² The City requires the following for any contract:

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

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

EXHIBITS

Exhibit A: Contractors Bid Proposal

Exhibit B: Form INS-E: Insurance Requirements

Exhibit C: [RESERVED]

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTOR'S BID PROPOSAL

**CITY OF OXNARD
 BID SHEETS FOR DURLEY PARK CONCESSION BUILDING FIRE
 DAMAGE REPAIR PROJECT (REBID)
 SPECIFICATION NO. PW 24-33R2**

Bidder's Name: SBS Corporation

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	SPECIAL PROVISION /TECHNICAL SPECIFICATION REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization and Demobilization	1000, 1	LS	Lump Sum	NA	70,000
2	Selective Demolition	1000, 2 / Technical Specifications pages 32-37	LS	Lump Sum	NA	\$29,593
3	Sheathing	1000, 3 / Technical Specifications pages 38-40	LS	Lump Sum	NA	\$27,000
4	Preparation for Reroofing	1000, 4 / Technical Specifications pages 42-47	LS	Lump Sum	NA	\$15,000
5	Standing-Seam Metal Roof Panels and Roof Accessories	1000, 5 / Technical Specifications pages 48-58	SQFT	800		\$67,000
6	Mechanical and Electrical	1000, 6 / Mechanical Plan Sheets MEP-0 to MEP-3	LS	Lump Sum	NA	\$40,000

7	Plumbing	1000, 7 / Mechanical Plan Sheets MEP-0 to MEP-3	LS	Lump Sum	NA	\$10,000
8	Maintenance Repainting	1000, 6 / Technical Specifications pages 59-71	LS	Lump Sum	NA	\$6,000
9	Gypsum Board	1000, 7 / Technical Specifications pages 72-77	LS	Lump Sum	NA	\$23,000
10	Room Identification Panel Signage	1000, 8 / Technical Specifications pages 78-81	LS	Lump Sum	NA	\$2,000
TOTAL BID PRICE:						

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 289,593.00

TOTAL BID PRICE IN WORDS: Two Hundred Eighty Nine Thousand

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

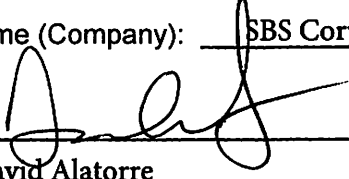
*Five Hundred
Ninety Three + ⁰⁰/₁₀₀*

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 _____
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): SBS Corporation

Signature: 

Title: President

Print: David Alatorre

Date: 3/11/2024

Signature: _____

Title: _____

Print: _____

Date: _____

EXHIBIT B

FORM INS-E

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 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. 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-E. 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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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-E 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 sample accord form.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE	
INSURED		COMPANY LETTER A	SPECIFY COMPANY NAMES IN THIS SPACE
		COMPANY LETTER B	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER 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/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US	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: _____ NAMED INSURED		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: _____ CITY AGREEMENTS/PERMITS								
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____								
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left; padding: 5px;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%; padding: 5px;">EACH OCCURRENCE</th> <th style="width: 50%; padding: 5px;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </tbody> </table>			LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$										
EACH OCCURRENCE	AGGREGATE									
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 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 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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		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 _____								

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

POLICY INFORMATION:

Policy No.:

Policy Period: (from) (to)

(to)

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

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

OTHER PROVISIONS

- ☐ COMMERCIAL AUTO POLICY
- ☐ BUSINESS AUTO POLICY
- ☐ OTHER

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

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

Name: _____

Address: _____

Telephone: ()

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

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

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

AUTHORIZED REPRESENTATIVE

- ☐ Broker/Agent ☐ Underwriter ☐

**CITY OF OXNARD % Evident ID, Inc. 8520
Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US**

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 _____

EXHIBIT C
RESERVED

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

____ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as Durley Park Concession Building Fire Damage Repair Project (Rebid) Specification No. PW 24-33R2.

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

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

(Name and address of Surety)

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

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as Durley Park Concession Building Fire Damage Repair Project (Rebid) Specification No. PW 24-33R2.

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

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

(Name and address of Surety)

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

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



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

DATE: April 30, 2024
TO: City of Oxnard City Council
FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org
SUBJECT: Request for Approval of Two New One Time Measure O Projects.

RECOMMENDATION

That the City Council:

- 1) Approve the following new Measure O project with associated one time appropriation of funding: Water Craft Replacement - \$23,107; and
- 2) Approve the following new Measure O project with associated one time appropriation of funding: Chemical Analyzer - \$40,359.

This item will be reviewed by the Measure O Citizen Oversight Committee at their April 25, 2024 meeting.

Please click the following link to view the required Measure M pre-recorded presentation video:

BACKGROUND

As of April 17, 2024, Measure O funds a total of 50 active projects: 23 ongoing operational projects, 5 ongoing debt service items, and 22 one-time funded projects. Ongoing funded projects receive a specific amount of funds each fiscal year; if staff does not use all of the funding from that fiscal year, unused funds cannot roll over to the following fiscal year. One-time funded projects receive the approved funding only once and staff expend the funds throughout the course of the project, even if these funds roll over to the next fiscal year. Once the funds are depleted that project receives no more funding.

DISCUSSION

Two new projects have been identified as urgent priority needs for the City. They are:

1. **Watercraft Replacement (one time).** The Fire Department is now down to a single rescue watercraft as a result of its second watercraft reaching the end of its front-line service life. A replacement for the second watercraft is required to provide emergency response to ocean rescue incidents. The total estimated cost of a new watercraft, including upfitting costs, is \$23,107. This project is proposed to receive full funding from Measure O.
2. **Chemical Analyzer (one time).** The City of Oxnard recently received a \$100,000 grant to purchase a Gemini Chemical Detector and Analyzer that allows for rapid identification of unknown chemicals in hazardous materials incidents. The Gemini Analyzer will significantly enhance the Fire Department's hazardous materials response capabilities, as the previous chemical analyzer has been out of service due to the end of the service life of the Microsoft Software that underpinned its system. An additional \$40,359 is needed to pair with the \$100,000 grant to fund the purchase. Staff proposes to fund the remaining \$40,359 with Measure O.

These two project requests are vital and urgent.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

If approved, the two new projects, totaling \$63,466 will be appropriated in Fiscal Year 2023-24 from the available fund balance in Measure O (Fund 104) and corresponding Capital Outlay (Fund 301).

*For Finance Use Only: Measure O (Org. 1041001 Obj 49300), Capital Outlay Fund (Org. 301XXXX Obj. 56XXX)
Projects TBD*

COMMITTEE OUTCOME

This item will be reviewed by the Measure O Citizen Oversight Committee at its April 25, 2024 meeting.

Prepared by: Annie Jensen, Project Manager

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. J.7

DATE: April 30, 2024

TO: City Council

FROM: Javier Chagoyen-Lazaro, Chief Financial Officer, (805) 200-5400, javier.chagoyenlazaro@oxnard.org

SUBJECT: Monthly Report and Accounting of all Receipts, Disbursements and Fund Balances.

RECOMMENDATION

That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of February 2024.

BACKGROUND

California Government Code Section 41004 requires the City Treasurer to submit to the City Clerk and to file with the City's legislative body each month, a written report and accounting of all receipts, disbursements and fund balances. The City of Oxnard's Chief Financial Officer has assumed the responsibility of the City Treasurer for purposes of filing this report and accounting pursuant to California Government Code section 34004 and Oxnard City Code sections 2-176(C) and 2-175.5.

DISCUSSION

The Chief Financial Officer and Finance Department currently post reports to the City's public website showing a detailed accounting of all receipts (revenues), disbursements (expenses) and fund balances on a monthly basis. In addition, the Chief Financial Officer and Finance Staff maintain on the City's public website a link to an interactive financial reporting tool containing a variety of detailed reports as well as a customizable, searchable and downloadable database containing current and historical records of all revenue, expenditures, cash balances and accounts payable transactions. These reports and tools will continue to be made available to the City Council and members of the public; however, this report and accounting is also being submitted to comply with California Government Code section 41004.

Finance Department staff has prepared and the Chief Financial Officer is submitting this report and accounting in compliance with California Government Code section 41004. Note that due to seasonal factors and fluctuations in the timing of inflows and outflows, cash and fund balances can change significantly from month to month. The data provided in these reports and in the online financial reporting tool are unaudited as of the time the reports were created. For audited financial reports, Council and the public should refer to the City's audited Annual Comprehensive Financial Report (ACFR).

The attached Revenue Report lists by fund, and by account within each fund, the fiscal year to date and monthly revenues through February, 2024. The report includes the original fiscal year budget appropriation and the current revised budget as well as the amount of budget remaining and the percent of budget recognized to date. The "Encumbrances" column does not apply to revenues. This report is generated by the City's ERP financial system which recognizes revenue entries as a credit per accounting standards, which is why they appear on the report preceded by a "minus" symbol.

The attached Expense Report lists by fund, and by object code (i.e., expense category) within each fund, the fiscal year to date and monthly expenses through February, 2024. A list of the City's object codes can be found in the Online Financial Reporting Tool on the City's website at the following link: <https://stories.opengov.com/oxnardca/published/kNCq4AYz>.

As with the Revenue Report, this report also includes the current year's adopted budget and current revised budget as well as amounts that have been encumbered (committed) against a particular expense object, the amount of budget remaining for the year, and the percent of budget used to date.

The attached Balance Sheet Report lists by fund, and where applicable, by sub-fund, the total assets, liabilities (if any) and fund balance as of the end of the month once all accounting entries for that month have been posted. This report includes the current balance for each account type (asset, liability, fund balance) as well as the change from the prior month. Following the accounting standard of assets = liabilities + equity (equity = fund balance for a city), the normal account balance dictates the sign of the entry: assets are debits (+), liabilities are credits (-), and fund balance either debit or credit with (-) indicating a positive fund balance and (+) indicating a negative fund balance.

Finance Department staff has also prepared the following summary of receipts, disbursements and balances.

SUMMARY REPORT OF RESULTS FOR THE MONTH OF FEBRUARY 2024:

FUND	RECEIPTS	DISBURSEMENTS	FUND BALANCE
General Fund	\$17,798,128.63	\$14,321,289.00	\$57,323,933.57
Water Operating Fund	\$4,389,910.57	\$2,867,392.14	\$104,773,302.18
Wastewater Operating Fund	\$3,545,494.54	\$2,115,549.96	\$200,649,592.25
Environmental Resources Operating Fund	\$4,122,243.18	\$4,448,241.18	\$19,072,980.49
All Other Funds	\$10,199,905.33	\$20,304,053.62	\$350,803,040.71

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jim Costello, Financial Analyst III

ATTACHMENTS

1. Revenue Report - February 2024
2. Expense Report - February 2024
3. FY 2023-24 February Balance Sheet

YEAR-TO-DATE BUDGET REPORT
FEBRUARY 2024 REVENUE

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
101 40300 TRANSIENT OCCUPANCY TAX	0	0	.00	.00	.00	.00	.0%
1011001 40100 PROPERTY-CURRENT SEC	-37,271,118	-37,271,118	-20,954,408.94	.00	.00	-16,316,709.06	56.2%
1011001 40110 PROPERTY-DELIQ SECU	0	0	.00	.00	.00	.00	.0%
1011001 40120 PROPERTY-CURRENT UNS	-1,371,081	-1,371,081	-887,824.40	-394,815.94	.00	-483,256.60	64.8%
1011001 40130 PROPERTY-DELIQ UNSE	-42,000	-42,000	.00	.00	.00	-42,000.00	.0%
1011001 40140 SUPPLEMENTAL ROLL TA	-542,342	-542,342	.43	.00	.00	-542,342.43	.0%
1011001 40170 RESIDUAL DISTRIB TO	-5,477,350	-5,477,350	-3,595,133.34	.00	.00	-1,882,216.66	65.6%
1011001 40180 INTEREST, PENALTIES	-34,238	-34,238	-154,160.17	-17,147.71	.00	119,922.17	450.3%
1011001 40190 PROP TAX-IN LIEU OF	-24,042,071	-24,042,071	-12,436,516.97	-249,079.75	.00	-11,605,554.03	51.7%
1011001 40195 PROPERTY TRANSFER TA	-703,156	-703,156	-229,027.44	.00	.00	-474,128.56	32.6%
1011001 40200 SALES TAX REVENUE	-51,284,970	-51,284,970	-29,571,692.28	-6,474,729.15	.00	-21,713,277.72	57.7%
1011001 40210 SALES TAX - MEASURE	-57,777,000	-57,777,000	-28,664,081.06	-6,120,590.07	.00	-29,112,918.94	49.6%
1011001 40300 TRANSIENT OCCUPANCY	-5,460,000	-5,460,000	-3,101,843.28	-294,900.07	.00	-2,358,156.72	56.8%
1011001 40400 FRANCHISE FEES	-4,787,122	-4,787,122	-822,110.37	-399,411.45	.00	-3,965,011.63	17.2%
1011001 40500 BUSINESS LICENSE FEE	-6,500,000	-6,500,000	-5,263,880.59	-531,924.41	.00	-1,236,119.41	81.0%
1011001 40600 CANNABIS TAX REVENUE	-320,000	-320,000	-376,250.71	-143,619.57	.00	56,250.71	117.6%
1011001 41400 CANNABIS PERMIT FEES	0	0	-15,980.00	-1,035.00	.00	15,980.00	100.0%
1011001 41500 OTHER LICENSE & PERM	-274,298	-274,298	-216,589.35	-17,805.61	.00	-57,708.65	79.0%
1011001 42400 HOMEOWNER PROP TAX R	-234,985	-234,985	.00	.00	.00	-234,985.00	.0%
1011001 42410 STATE MANDATE COST R	-136,025	-136,025	-180,366.25	.00	.00	44,341.25	132.6%
1011001 42430 PUBLIC SAFETY AUGMEN	-2,004,487	-2,004,487	-1,081,458.83	-143,690.31	.00	-923,028.17	54.0%
1011001 42440 PAYMENT IN LIEU OF P	-21,852	-21,852	-22,289.22	.00	.00	437.22	102.0%
1011001 43060 MISC PLANNING FEES	-3,429	-3,429	-2,459.24	.00	.00	-969.76	71.7%
1011001 43230 COURT FINES - NON-TR	-258,502	-258,502	-153,189.86	-1,136.62	.00	-105,312.14	59.3%
1011001 43300 RENTAL REVENUE (SHOR	-141,797	-141,797	-23,816.30	-1,231.43	.00	-117,980.70	16.8%
1011001 43300 T0021 RENTAL REVENUE	0	0	.00	.00	.00	.00	.0%
1011001 43400 DAMAGE REIMBURSEMENT	-3,425	-3,425	-3,212.85	-496.97	.00	-212.15	93.8%
1011001 47000 MISCELLANEOUS REVENU	-135,532	-135,532	-22,637.45	-1,368.50	.00	-112,894.55	16.7%
1011001 47000 T0190 MISCELLANEOUS R	0	0	-303,030.30	-303,030.30	.00	303,030.30	100.0%
1011001 47100 INTEREST INC- INVEST	-952,174	-952,174	-3,732,828.49	-904,700.00	.00	2,780,654.49	392.0%
1011001 47110 OTHER INTEREST INCOM	0	0	2,216.23	322.98	.00	-2,216.23	100.0%
1011001 47120 GAIN/LOSS ON SALE OF	-44,880	-44,880	-4,104.00	-574.00	.00	-40,776.00	9.1%
1011001 47130 UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
1011001 47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1011001 47300 T0021 DONATIONS AND C	0	0	5,000.00	.00	.00	-5,000.00	100.0%
1011001 47300 T0022 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
1011001 47300 T0162 DONATIONS AND C	0	0	-36,761.94	-21,566.94	.00	36,761.94	100.0%
1011001 47600 PL OFFSITE AIR QUALI	0	0	.00	.00	.00	.00	.0%
1011001 47700 OTHER REIMBURSEMENTS	0	0	-104,843.28	.00	.00	104,843.28	100.0%
1011001 47800 SALES OF ASSETS	-126,104	-126,104	-53,793.00	.00	.00	-72,311.00	42.7%

YEAR-TO-DATE BUDGET REPORT
FEBRUARY 2024 REVENUE

FOR 2024 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1011001 47910 REVENUES IN SUSPENSE	0	0	-73,349.98	.00	.00	73,349.98	100.0%
1011001 48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
1011001 49000 TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
1011001 49200 INDIRECT COST REIMB	-7,846,909	-7,846,909	-5,137,701.00	-641,980.48	.00	-2,709,208.00	65.5%
1011001 49300 TRANSFERS IN	-499,000	-499,000	.00	.00	.00	-499,000.00	.0%
1011001 49500 PRINCIPAL PAYMENTS R	0	0	.00	.00	.00	.00	.0%
1011001 49999 INTRAFUND ADV OFFSET	0	0	.00	.00	.00	.00	.0%
1011101 49000 TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
1011201 43260 MISCELLANEOUS FEES	-14,000	-14,000	-28,980.00	-4,968.00	.00	14,980.00	207.0%
1011201 47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1011201 47910 REVENUES IN SUSPENSE	0	0	-20,231.43	18,596.85	.00	20,231.43	100.0%
1011201 61142 OTHER FINANCING-SUBS	0	0	.00	.00	.00	.00	.0%
1011202 40510 BUSINESS LICENSE - S	0	0	.00	.00	.00	.00	.0%
1011211 43260 MISCELLANEOUS FEES	0	0	.00	.00	.00	.00	.0%
1011301 43260 MISCELLANEOUS FEES	-142	-142	.00	.00	.00	-142.00	.0%
1011301 47000 MISCELLANEOUS REVENU	-210	-210	.00	.00	.00	-210.00	.0%
1011301 47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1011302 47000 MISCELLANEOUS REVENU	-780	-780	.00	.00	.00	-780.00	.0%
1011302 47000 T0152 MISCELLANEOUS R	0	0	-57.60	.00	.00	57.60	100.0%
1011401 61142 OTHER FINANCING-SUBS	0	0	.00	.00	.00	.00	.0%
1011405 43260 MISCELLANEOUS FEES	0	0	.00	.00	.00	.00	.0%
1011501 47000 MISCELLANEOUS REVENU	0	0	-25.00	.00	.00	25.00	100.0%
1011501 47110 OTHER INTEREST INCOM	-1,433	-1,433	-3,008.36	.00	.00	1,575.36	209.9%
1011501 47700 OTHER REIMBURSEMENTS	-1,020	-1,020	-205.49	-15.00	.00	-814.51	20.1%
1011501 49000 TRANSFERS IN (CITY L	-10,404	-10,404	.00	.00	.00	-10,404.00	.0%
1011601 47000 MISCELLANEOUS REVENU	-21,300	-21,300	-13,617.46	-1,180.42	.00	-7,682.54	63.9%
1011601 49000 TRANSFERS IN (CITY L	-149,261	-149,261	.00	.00	.00	-149,261.00	.0%
1011601 49000 C2034 TRANSFERS IN (C	0	0	3,121.32	.00	.00	-3,121.32	100.0%
1011601 61142 OTHER FINANCING-SUBS	0	0	.00	.00	.00	.00	.0%
1011602 47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1011602 49000 TRANSFERS IN (CITY L	-263,458	-263,458	.00	.00	.00	-263,458.00	.0%
1011602 49000 C2034 TRANSFERS IN (C	0	0	-16,311.13	.00	.00	16,311.13	100.0%
1011602 61142 OTHER FINANCING-SUBS	0	0	.00	.00	.00	.00	.0%
1011611 47000 MISCELLANEOUS REVENU	-39,975	-39,975	.00	.00	.00	-39,975.00	.0%
1011611 49000 TRANSFERS IN (CITY L	-46,974	-46,974	.00	.00	.00	-46,974.00	.0%
1011611 49000 C2034 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
1011701 47000 MISCELLANEOUS REVENU	0	0	-10.40	.00	.00	10.40	100.0%
1011701 47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1011701 49000 TRANSFERS IN (CITY L	-32,894	-32,894	.00	.00	.00	-32,894.00	.0%
1012111 41500 OTHER LICENSE & PERM	-82,885	-82,885	-28,695.00	-18,815.00	.00	-54,190.00	34.6%
1012111 42420 POST POLICE OFF STD	-30,000	0	-12,544.70	.00	.00	12,544.70	100.0%
1012111 42420 B2302 POST POLICE OFF	0	-30,000	-120,624.76	-15,469.56	.00	90,624.76	402.1%
1012111 43000 FALSE ALARM FINE	-289,912	-289,912	58,094.00	-3,720.00	.00	-348,006.00	-20.0%
1012111 43020 STORED VEHICLE RELEA	-251,874	-251,874	.00	.00	.00	-251,874.00	.0%

YEAR-TO-DATE BUDGET REPORT
FEBRUARY 2024 REVENUE

FOR 2024 08

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1012111	43210	PARKING FINES	-1,780,006	-1,780,006	-16,997.63	-201,716.99	.00	-1,763,008.37	1.0%
1012111	43250	MISCELLANEOUS FINES	0	0	.00	.00	.00	.00	.0%
1012111	43400	DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
1012111	47000	MISCELLANEOUS REVENU	-5,100	-5,100	.00	.00	.00	-5,100.00	.0%
1012111	47700	OTHER REIMBURSEMENTS	-1,186,736	-1,186,736	-221,526.77	-28,148.62	.00	-965,209.23	18.7%
1012111	47800	SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
1012111	49000	C8801 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1012111	61142	OTHER FINANCING-SUBS	0	0	.00	.00	.00	.00	.0%
1012113	41200	ANIMAL LICENSES	0	0	.00	.00	.00	.00	.0%
1012113	43250	MISCELLANEOUS FINES	-51,400	-51,400	246,804.00	-19,124.25	.00	-298,204.00	-480.2%
1012113	43260	MISCELLANEOUS FEES	0	0	.00	.00	.00	.00	.0%
1012121	47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1012121	47700	OTHER REIMBURSEMENTS	-100,081	-100,081	-52,243.08	-4,508.00	.00	-47,837.92	52.2%
1012121	47800	SALES OF ASSETS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012131	43020	STORED VEHICLE RELEA	0	0	.00	.00	.00	.00	.0%
1012131	43260	MISCELLANEOUS FEES	-132,875	-132,875	-307,334.00	-44,072.75	.00	174,459.00	231.3%
1012131	47000	MISCELLANEOUS REVENU	-5,000	-5,000	-1,002.25	.00	.00	-3,997.75	20.0%
1012132	47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1012501	43400	DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
1012501	47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1012501	47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1012501	47700	OTHER REIMBURSEMENTS	-1,245,000	-1,245,000	-124,326.70	-108.60	.00	-1,120,673.30	10.0%
1012501	47700	T0048 OTHER REIMBURSE	0	0	-431,259.00	-55,404.86	.00	431,259.00	100.0%
1012501	47700	T2401 OTHER REIMBURSE	0	0	.00	.00	.00	.00	.0%
1012501	49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
1012501	49300	C2037 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
1012502	47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1012511	41100	FIRE INSPECTION FEES	-300,000	-300,000	-189,356.96	-48,596.00	.00	-110,643.04	63.1%
1012511	41500	OTHER LICENSE & PERM	-200,000	-200,000	-125,373.86	-11,765.05	.00	-74,626.14	62.7%
1012511	41500	T0022 OTHER LICENSE &	0	0	.00	.00	.00	.00	.0%
1012511	43000	FALSE ALARM FINE	0	0	-34,789.00	-6,068.00	.00	34,789.00	100.0%
1012511	47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1012511	47700	OTHER REIMBURSEMENTS	0	0	-366.00	.00	.00	366.00	100.0%
1013001	47300	DONATIONS AND CONTRI	0	0	-450.00	.00	.00	450.00	100.0%
1013001	49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
1013101	47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1013101	47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
1013101	49000	TRANSFERS IN (CITY L	-1,144,328	-1,144,328	.00	.00	.00	-1,144,328.00	.0%
1013101	49000	C1001 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C1101 TRANSFERS IN (L	0	0	-526.07	.00	.00	526.07	100.0%
1013101	49000	C1301 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C1302 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013101	49000	C1305 TRANSFERS IN (L	0	0	-21,463.37	.00	.00	21,463.37	100.0%
1013101	49000	C1702 TRANSFERS IN (L	0	0	-3,325.78	-3,325.78	.00	3,325.78	100.0%

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1013101	49000	C1703	TRANSFERS	IN (L	0	0	-18,317.47	-8,484.44	.00	18,317.47	100.0%
1013101	49000	C1803	TRANSFERS	IN (C	0	0	-1,372.91	-914.82	.00	1,372.91	100.0%
1013101	49000	C1804	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C1808	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C1809	TRANSFERS	IN (L	0	0	-11,288.10	-4,663.52	.00	11,288.10	100.0%
1013101	49000	C1810	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
1013101	49000	C1813	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C1901	TRANSFERS	IN (L	0	0	-11,948.08	-2,677.20	.00	11,948.08	100.0%
1013101	49000	C2005	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2010	TRANSFERS	IN (C	0	0	-113.10	.00	.00	113.10	100.0%
1013101	49000	C2011	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2019	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2021	TRANSFERS	IN (L	0	0	-8,872.86	.00	.00	8,872.86	100.0%
1013101	49000	C2024	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2027	TRANSFERS	IN (L	0	0	-1,205.21	-255.28	.00	1,205.21	100.0%
1013101	49000	C2028	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2029	TRANSFERS	IN (L	0	0	-6,456.21	-1,361.82	.00	6,456.21	100.0%
1013101	49000	C2040	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2042	TRANSFERS	IN (L	0	0	-127.64	-127.64	.00	127.64	100.0%
1013101	49000	C2043	TRANSFERS	IN (C	0	0	-2,297.59	-255.14	.00	2,297.59	100.0%
1013101	49000	C2101	TRANSFERS	IN (L	0	0	-2,331.79	-2,331.79	.00	2,331.79	100.0%
1013101	49000	C2102	TRANSFERS	IN (C	0	0	-64,115.09	-3,589.80	.00	64,115.09	100.0%
1013101	49000	C2104	TRANSFERS	IN (L	0	0	-1,637.05	-1,122.68	.00	1,637.05	100.0%
1013101	49000	C2109	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2110	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2111	TRANSFERS	IN (C	0	0	-79,424.30	-10,584.05	.00	79,424.30	100.0%
1013101	49000	C2112	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2114	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2115	TRANSFERS	IN (C	0	0	-32,151.89	-3,797.87	.00	32,151.89	100.0%
1013101	49000	C2122	TRANSFERS	IN (L	0	0	-723.52	.00	.00	723.52	100.0%
1013101	49000	C2124	TRANSFERS	IN (L	0	0	-12,223.19	-1,516.94	.00	12,223.19	100.0%
1013101	49000	C2205	TRANSFERS	IN (C	0	0	-149,931.54	-17,038.69	.00	149,931.54	100.0%
1013101	49000	C2209	TRANSFERS	IN (C	0	0	-180,619.65	-31,536.70	.00	180,619.65	100.0%
1013101	49000	C2212	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2214	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2215	TRANSFERS	IN (L	0	0	-336.23	-336.23	.00	336.23	100.0%
1013101	49000	C2216	TRANSFERS	IN (L	0	0	-6,651.52	-6,651.52	.00	6,651.52	100.0%
1013101	49000	C2226	TRANSFERS	IN (C	0	0	-24,466.78	-2,683.76	.00	24,466.78	100.0%
1013101	49000	C2227	TRANSFERS	IN (L	0	0	-1,532.02	-1,532.02	.00	1,532.02	100.0%
1013101	49000	C2228	TRANSFERS	IN (C	0	0	-21,469.79	.00	.00	21,469.79	100.0%
1013101	49000	C2231	TRANSFERS	IN (L	0	0	-255.28	-255.28	.00	255.28	100.0%
1013101	49000	C2232	TRANSFERS	IN (L	0	0	-9,191.98	-9,191.98	.00	9,191.98	100.0%
1013101	49000	C2234	TRANSFERS	IN (L	0	0	-1,532.02	-1,532.02	.00	1,532.02	100.0%
1013101	49000	C2236	TRANSFERS	IN (L	0	0	-3,578.34	-3,578.34	.00	3,578.34	100.0%

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1013101	49000	C2249 TRANSFERS IN (L	0	0	-255.28	-255.28	.00	255.28	100.0%
1013101	49000	C2251 TRANSFERS IN (L	0	0	-86.36	-86.36	.00	86.36	100.0%
1013101	49000	C2255 TRANSFERS IN (L	0	0	-4,803.86	-4,803.86	.00	4,803.86	100.0%
1013101	49000	C2305 TRANSFERS IN (L	0	0	-127.64	-127.64	.00	127.64	100.0%
1013101	49000	C2306 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013101	49000	C2312 TRANSFERS IN (L	0	0	-1,008.41	-1,008.41	.00	1,008.41	100.0%
1013101	49000	C2313 TRANSFERS IN (L	0	0	-382.80	-382.80	.00	382.80	100.0%
1013101	49000	M2210 TRANSFERS IN (L	0	0	-255.14	-255.14	.00	255.14	100.0%
1013101	49000	M2212 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013102	43050	PLAN CHECK FEES	-53,624	-53,624	-41,807.00	-9,700.00	.00	-11,817.00	78.0%
1013102	43400	DAMAGE REIMBURSEMENT	-30,000	-30,000	-21,122.26	.00	.00	-8,877.74	70.4%
1013102	47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1013102	47700	OTHER REIMBURSEMENTS	-5,625	-5,625	-3,375.00	-1,125.00	.00	-2,250.00	60.0%
1013102	49000	TRANSFERS IN (CITY L	-66,000	-66,000	.00	.00	.00	-66,000.00	.0%
1013102	49000	C1301 TRANSFERS IN (L	0	0	-8,798.45	.00	.00	8,798.45	100.0%
1013102	49000	C1302 TRANSFERS IN (L	0	0	-1,228.52	.00	.00	1,228.52	100.0%
1013102	49000	C1305 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013102	49000	C1306 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013102	49000	C1307 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013102	49000	C1703 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013102	49000	C2005 TRANSFERS IN (L	0	0	-786.37	.00	.00	786.37	100.0%
1013102	49000	C2416 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013102	49000	G2101 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013102	49000	M2101 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013201	47000	MISCELLANEOUS REVENU	-27,500	-27,500	.00	.00	.00	-27,500.00	.0%
1013201	47000	T0019 MISCELLANEOUS R	0	0	-1,176.24	.00	.00	1,176.24	100.0%
1013201	49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
1013301	43010	INSPECTION FEES	0	0	.00	.00	.00	.00	.0%
1013301	43120	OTHER CONCESSIONS	-134,508	-134,508	-122,876.00	-2,804.50	.00	-11,632.00	91.4%
1013301	43130	LEASED SPACE - CELLU	-124,496	-124,496	-128,420.92	-14,395.70	.00	3,924.92	103.2%
1013301	43210	PARKING FINES	-165	-165	.00	.00	.00	-165.00	.0%
1013301	43300	RENTAL REVENUE (SHOR	0	0	.00	.00	.00	.00	.0%
1013301	43400	DAMAGE REIMBURSEMENT	0	0	-201,324.83	.00	.00	201,324.83	100.0%
1013301	43400	C2327 DAMAGE REIMBURS	0	0	.00	.00	.00	.00	.0%
1013301	47000	MISCELLANEOUS REVENU	-55,920	-55,920	-5,040.00	-120.00	.00	-50,880.00	9.0%
1013301	47000	T0022 MISCELLANEOUS R	0	0	-54,031.00	.00	.00	54,031.00	100.0%
1013301	47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
1013301	47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1013301	49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
1013301	49000	C2317 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1013301	49300	C2317 TRANSFERS IN -	0	0	.00	.00	.00	.00	.0%
1013301	61130	LEASE CLEARING (LESS	0	0	.00	.00	.00	.00	.0%
1013301	61131	61131 LEASE REVENUE	0	0	.00	.00	.00	.00	.0%
1013301	61134	INTEREST INCOME - GA	0	0	.00	.00	.00	.00	.0%

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1013302	43400	DAMAGE REIMBURSEMENT	-2,500	-2,500	-48,334.03	.00	.00	45,834.03	1933.4%
1013302	47000	MISCELLANEOUS REVENU	-15,500	-15,500	-486.72	.00	.00	-15,013.28	3.1%
1013302	49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
1013303	47000	MISCELLANEOUS REVENU	-10,000	-10,000	-10,264.58	-498.20	.00	264.58	102.6%
1013303	49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
1013304	43400	DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
1013401	43400	DAMAGE REIMBURSEMENT	-11,000	-11,000	-35,214.91	.00	.00	24,214.91	320.1%
1013401	47000	MISCELLANEOUS REVENU	0	0	-480.00	.00	.00	480.00	100.0%
1013401	49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
1013801	47250	CONTRIBUTION FR OTHE	0	0	.00	.00	.00	.00	.0%
1013801	47250	G2232 CONTRIBUTION FR	0	-300,000	-300,000.00	.00	.00	.00	100.0%
1013801	47250	M2211 CONTRIBUTION FR	0	-1,000,000	-1,000,000.00	.00	.00	.00	100.0%
1014101	41400	CANNABIS PERMIT FEES	0	0	.00	.00	.00	.00	.0%
1014101	41450	CANNABIS PERMIT RENE	0	0	-27,412.00	.00	.00	27,412.00	100.0%
1014101	41500	OTHER LICENSE & PERM	-20,000	-20,000	-66,281.06	-6,123.82	.00	46,281.06	331.4%
1014101	43010	INSPECTION FEES	0	0	.00	.00	.00	.00	.0%
1014101	43011	INSPECTION FEES/TRAC	0	0	.00	.00	.00	.00	.0%
1014101	43012	INSPECTION FEES/ENCR	0	0	.00	.00	.00	.00	.0%
1014101	43013	INSPECTOR OT REIMBUR	0	0	.00	.00	.00	.00	.0%
1014101	43014	INSPECTION FEES/ENER	0	0	.00	.00	.00	.00	.0%
1014101	43030	GENERAL PLAN MAINTEN	-250,000	-250,000	.00	.00	.00	-250,000.00	.0%
1014101	43030	M1404 GENERAL PLAN MA	0	0	-450,968.16	-53,170.56	.00	450,968.16	100.0%
1014101	43030	T0058 GENERAL PLAN MA	0	0	37,413.84	37,413.84	.00	-37,413.84	100.0%
1014101	43040	ZONING-SUB FEES STAN	-500,000	-500,000	-241,101.44	-23,275.40	.00	-258,898.56	48.2%
1014101	43050	PLAN CHECK FEES	0	0	.01	.00	.00	.01	100.0%
1014101	43051	PLAN CHECK FEES/BLDG	0	0	.00	.00	.00	.00	.0%
1014101	43052	PLAN CHECK FEES/ENGI	0	0	.00	.00	.00	.00	.0%
1014101	43053	PLAN CHECK FEES/ENER	0	0	.00	.00	.00	.00	.0%
1014101	43054	PLAN CHECK FEES/ELEC	0	0	.00	.00	.00	.00	.0%
1014101	43055	PLAN CHECK FEES/MECH	0	0	.00	.00	.00	.00	.0%
1014101	43056	PLAN CHECK FEES/PLUM	0	0	.00	.00	.00	.00	.0%
1014101	43060	MISC PLANNING FEES	-23,000	-23,000	-13,200.00	-1,015.00	.00	-9,800.00	57.4%
1014101	43080	T0189 DOWNTOWN IN_LIE	0	0	.00	.00	.00	.00	.0%
1014101	43260	MISCELLANEOUS FEES	-2,331	-2,331	-5,509.42	-411.00	.00	3,178.42	236.4%
1014101	43261	STATE STRONG MOTION	0	0	.00	.00	.00	.00	.0%
1014101	43262	COUNTY FLOOD CONTROL	0	0	.00	.00	.00	.00	.0%
1014101	43263	STATE GREEN BLDG COD	0	0	.00	.00	.00	.00	.0%
1014101	47700	OTHER REIMBURSEMENTS	-200,000	-200,000	-10,524.61	-1,569.37	.00	-189,475.39	5.3%
1014102	41000	BUILDING PERMIT FEES	-1,358,441	-979,548	-888,340.19	-61,861.04	.00	-91,207.81	90.7%
1014102	41001	PLUMBING PERMIT FEES	0	-137,969	-106,463.03	-5,594.20	.00	-31,505.97	77.2%
1014102	41002	ELECTRICAL PERMIT FE	0	-160,207	-154,214.20	-13,937.41	.00	-5,992.80	96.3%
1014102	41003	HEATING/VENT PERMIT	0	-80,717	-60,221.14	-3,551.64	.00	-20,495.86	74.6%
1014102	41500	OTHER LICENSE & PERM	-201,158	-201,158	-117,832.00	-13,665.00	.00	-83,326.00	58.6%
1014102	43010	INSPECTION FEES	0	0	-30,189.20	-30,189.20	.00	30,189.20	100.0%

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1014102	43011	INSPECTION FEES/TRAC	-680,000	-680,000	-268,170.27	-1,860.00	.00	-411,829.73	39.4%
1014102	43012	INSPECTION FEES/ENCR	-216,810	-216,810	-169,441.92	-27,140.00	.00	-47,368.08	78.2%
1014102	43013	INSPECTOR OT REIMBUR	-40,000	-40,000	-31,744.80	.00	.00	-8,255.20	79.4%
1014102	43014	INSPECTION FEES/ENER	-50,417	-50,417	-38,904.63	-1,092.20	.00	-11,512.37	77.2%
1014102	43050	PLAN CHECK FEES	0	0	.00	.00	.00	.00	.0%
1014102	43051	PLAN CHECK FEES/BLDG	-1,200,000	-1,200,000	-722,125.34	-38,364.14	.00	-477,874.66	60.2%
1014102	43052	PLAN CHECK FEES/ENGI	-400,000	-400,000	-673,653.66	-13,675.25	.00	273,653.66	168.4%
1014102	43053	PLAN CHECK FEES/ENER	-49,280	-49,280	-60,629.60	-1,214.67	.00	11,349.60	123.0%
1014102	43054	PLAN CHECK FEES/ELEC	-128,625	-128,625	-71,877.41	-3,596.78	.00	-56,747.59	55.9%
1014102	43055	PLAN CHECK FEES/MECH	-35,610	-35,610	-22,242.51	-564.31	.00	-13,367.49	62.5%
1014102	43056	PLAN CHECK FEES/PLUM	-67,650	-67,650	-39,608.64	-1,264.70	.00	-28,041.36	58.5%
1014102	43060	MISC PLANNING FEES	-3,842	-3,842	-640.36	.00	.00	-3,201.64	16.7%
1014102	43260	MISCELLANEOUS FEES	-132,000	-132,000	-80,472.54	-7,719.05	.00	-51,527.46	61.0%
1014102	43261	STATE STRONG MOTION	0	0	.00	.00	.00	.00	.0%
1014102	43262	COUNTY FLOOD CONTROL	0	0	.00	.00	.00	.00	.0%
1014102	43263	STATE GREEN BLDG COD	0	0	.00	.00	.00	.00	.0%
1014102	47000	MISCELLANEOUS REVENU	0	0	-.01	-.01	.00	.01	100.0%
1014102	47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
1014102	49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
1014103	43010	INSPECTION FEES	0	0	-1,960.00	.00	.00	1,960.00	100.0%
1014103	43011	INSPECTION FEES/TRAC	0	0	.00	.00	.00	.00	.0%
1014103	43012	INSPECTION FEES/ENCR	0	0	.00	.00	.00	.00	.0%
1014103	43013	INSPECTOR OT REIMBUR	0	0	.00	.00	.00	.00	.0%
1014103	43014	INSPECTION FEES/ENER	0	0	.00	.00	.00	.00	.0%
1014103	43250	MISCELLANEOUS FINES	-88,000	-88,000	278,836.68	-27,630.75	.00	-366,836.68	-316.9%
1014103	43260	MISCELLANEOUS FEES	0	0	.00	.00	.00	.00	.0%
1014103	43261	STATE STRONG MOTION	0	0	.00	.00	.00	.00	.0%
1014103	43262	COUNTY FLOOD CONTROL	0	0	.00	.00	.00	.00	.0%
1014103	43263	STATE GREEN BLDG COD	0	0	.00	.00	.00	.00	.0%
1014103	47000	MISCELLANEOUS REVENU	0	0	-46.42	.00	.00	46.42	100.0%
1014104	47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1014104	47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1015401	43260	MISCELLANEOUS FEES	0	0	-240.00	-240.00	.00	240.00	100.0%
1015401	43300	RENTAL REVENUE (SHOR	-2,000	-2,000	-1,025.45	.00	.00	-974.55	51.3%
1015401	47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1015401	47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1015402	43250	MISCELLANEOUS FINES	-200	-200	-901.34	-73.50	.00	701.34	450.7%
1015402	43260	MISCELLANEOUS FEES	0	0	.00	.00	.00	.00	.0%
1015402	47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1015402	47700	OTHER REIMBURSEMENTS	-2,250	-2,250	-622.03	-30.94	.00	-1,627.97	27.6%
1015403	43260	MISCELLANEOUS FEES	0	0	.00	.00	.00	.00	.0%
1015403	47000	MISCELLANEOUS REVENU	-2,500	-2,500	-2,432.08	-315.20	.00	-67.92	97.3%
1015405	43250	MISCELLANEOUS FINES	0	0	-270.47	.00	.00	270.47	100.0%
1015405	47000	MISCELLANEOUS REVENU	-1,830	-1,830	-4,006.87	-129.70	.00	2,176.87	219.0%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1015405	47300	DONATIONS AND CONTRI	0	0	-10.00	.00	.00	10.00	100.0%
1015405	47700	OTHER REIMBURSEMENTS	-15,600	-15,600	-13,758.68	7,721.36	.00	-1,841.32	88.2%
1015501	43110	PACC VENDOR CONCESSI	0	0	.00	.00	.00	.00	.0%
1015501	43120	OTHER CONCESSIONS	0	0	.00	.00	.00	.00	.0%
1015501	43120	T0061 OTHER CONCESSIO	0	0	.00	.00	.00	.00	.0%
1015501	43120	T0073 OTHER CONCESSIO	0	0	-202.50	.00	.00	202.50	100.0%
1015501	43300	RENTAL REVENUE (SHOR	-100,000	-100,000	-10,494.00	-2,920.50	.00	-89,506.00	10.5%
1015501	43300	T0061 RENTAL REVENUE	0	0	-58,453.87	-812.61	.00	58,453.87	100.0%
1015501	43300	T0062 RENTAL REVENUE	0	0	-13,635.00	-3,483.00	.00	13,635.00	100.0%
1015501	43300	T0078 RENTAL REVENUE	0	0	-400.00	-400.00	.00	400.00	100.0%
1015501	43300	T0083 RENTAL REVENUE	0	0	-6,558.84	-3,555.74	.00	6,558.84	100.0%
1015501	43300	T0092 RENTAL REVENUE	0	0	-3,238.13	-2,392.50	.00	3,238.13	100.0%
1015501	43310	LEASE REVENUE (LONG	-105,948	-105,948	.00	.00	.00	-105,948.00	.0%
1015501	43310	T0078 LEASE REVENUE (	0	0	-68,912.80	-8,614.10	.00	68,912.80	100.0%
1015501	44000	YOUTH ADULT SPORTS	-20,000	-20,000	.00	.00	.00	-20,000.00	.0%
1015501	44000	T0073 YOUTH ADULT SPO	0	0	-18,004.82	-7,679.43	.00	18,004.82	100.0%
1015501	44010	RECREATION CLASS FEE	-16,800	-16,800	.00	.00	.00	-16,800.00	.0%
1015501	44010	T0072 RECREATION CLAS	0	0	-588.25	.00	.00	588.25	100.0%
1015501	44010	T0075 RECREATION CLAS	0	0	-13,183.22	-1,875.48	.00	13,183.22	100.0%
1015501	44010	T0076 RECREATION CLAS	0	0	-1,154.50	-691.96	.00	1,154.50	100.0%
1015501	44020	SPECIAL EVENTS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1015501	44020	T0067 SPECIAL EVENTS	0	0	-22,539.19	.00	.00	22,539.19	100.0%
1015501	44020	T0068 SPECIAL EVENTS	0	0	.00	.00	.00	.00	.0%
1015501	44020	T0156 SPECIAL EVENTS	0	0	-5,830.00	.00	.00	5,830.00	100.0%
1015501	44030	SEASONAL DAY CAMP	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
1015501	44030	T0080 SEASONAL DAY CA	0	0	-9,782.64	.00	.00	9,782.64	100.0%
1015501	44040	OXNARD TENNIS CTR	0	0	.00	.00	.00	.00	.0%
1015501	47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1015501	47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
1015501	49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
1015501	49300	TRANSFERS IN	-85,735	-85,735	.00	.00	.00	-85,735.00	.0%
1015501	49940	M1910 TRANSFER IN - M	0	0	.00	.00	.00	.00	.0%
1015502	44000	YOUTH ADULT SPORTS	-22,000	-22,000	.00	.00	.00	-22,000.00	.0%
1015502	44000	T0090 YOUTH ADULT SPO	0	0	-44,728.19	-1,162.31	.00	44,728.19	100.0%
1015502	44020	SPECIAL EVENTS	-117,912	-117,912	.00	.00	.00	-117,912.00	.0%
1015502	44020	T0068 SPECIAL EVENTS	0	0	-99,710.11	-92,326.67	.00	99,710.11	100.0%
1015502	49300	TRANSFERS IN	-107,673	-107,673	.00	.00	.00	-107,673.00	.0%
1015502	49940	M1911 TRANSFER IN - M	0	0	.00	.00	.00	.00	.0%
1015503	43300	RENTAL REVENUE (SHOR	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
1015503	44020	SPECIAL EVENTS	-2,500	-2,500	300.00	.00	.00	-2,800.00	-12.0%
1015503	44020	T0063 SPECIAL EVENTS	0	0	-3,064.26	-80.85	.00	3,064.26	100.0%
1015503	44020	T0065 SPECIAL EVENTS	0	0	-2,680.00	.00	.00	2,680.00	100.0%
1015503	47000	MISCELLANEOUS REVENU	-14,000	-14,000	-9,747.00	3,249.00	.00	-4,253.00	69.6%
1015503	47300	DONATIONS AND CONTRI	0	0	-1,575.00	-1,425.00	.00	1,575.00	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1015511 44020 SPECIAL EVENTS	-56,000	-56,000	-2,100.00	.00	.00	-53,900.00	3.8%
1015511 44020 T0066 SPECIAL EVENTS	0	0	-700.00	.00	.00	700.00	100.0%
1015511 47000 MISCELLANEOUS REVENU	-6,000	-6,000	-2,716.59	.00	.00	-3,283.41	45.3%
1015511 49000 TRANSFERS IN (CITY L	-76,000	-76,000	-19,032.00	.00	.00	-56,968.00	25.0%
1015511 49300 TRANSFERS IN	-1,321,263	-1,321,263	-880,842.00	-110,105.25	.00	-440,421.00	66.7%
1015511 49940 M1103 TRANSFER IN - M	0	0	.00	.00	.00	.00	.0%
1015905 47100 INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
1015905 47700 OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
1018101 43300 RENTAL REVENUE (SHOR	0	0	.00	.00	.00	.00	.0%
1018101 47000 MISCELLANEOUS REVENU	0	0	-3,500.00	.00	.00	3,500.00	100.0%
1018104 43260 MISCELLANEOUS FEES	0	0	-42,378.00	-5,208.84	.00	42,378.00	100.0%
1018104 46200 SPECIAL ASSMNT REV-O	0	0	.00	.00	.00	.00	.0%
1018104 47000 MISCELLANEOUS REVENU	0	0	-1,083.54	.00	.00	1,083.54	100.0%
1018105 47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1018106 43250 MISCELLANEOUS FINES	0	0	.00	.00	.00	.00	.0%
1018106 43260 MISCELLANEOUS FEES	0	0	.00	.00	.00	.00	.0%
1018106 47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1018106 47700 OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
1018110 47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1018110 47700 OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
TOTAL GENERAL FUND	-223,970,108	-225,270,108	-126,737,939.60	-17,798,128.63	.00	-98,532,168.40	56.3%
TOTAL REVENUES	-223,970,108	-225,270,108	-126,737,939.60	-17,798,128.63	.00	-98,532,168.40	
104 HALF CENT SALES TAX - MEAS 0							
1041001 40200 SALES TAX REVENUE	-19,459,000	-19,459,000	-9,585,903.16	-2,029,224.64	.00	-9,873,096.84	49.3%
1041001 47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1041001 47100 INTEREST INC- INVEST	-93,389	-93,389	-238,618.25	.00	.00	145,229.25	255.5%
1041001 47130 UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
1041001 47700 OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
1041001 49500 PRINCIPAL PAYMENTS R	-1,768,016	-1,768,016	.00	.00	.00	-1,768,016.00	.0%
1041001 49510 INTEREST PAYMENTS -	-107,673	-107,673	.00	.00	.00	-107,673.00	.0%
1041001 49999 INTRAFUND ADV OFFSET	0	0	.00	.00	.00	.00	.0%
1042111 61142 OTHER FINANCING-SUBS	0	0	.00	.00	.00	.00	.0%
1042111 61142 M1405 OTHER FINANCING	0	0	.00	.00	.00	.00	.0%
1045404 61142 OTHER FINANCING-SUBS	0	0	.00	.00	.00	.00	.0%
1045404 61142 M1407 OTHER FINANCING	0	0	.00	.00	.00	.00	.0%
TOTAL HALF CENT SALES TAX - MEAS	-21,428,078	-21,428,078	-9,824,521.41	-2,029,224.64	.00	-11,603,556.59	45.8%
TOTAL REVENUES	-21,428,078	-21,428,078	-9,824,521.41	-2,029,224.64	.00	-11,603,556.59	
105 STREET MAINTENANCE (IUF) FUND							
1051001 47100 INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%

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105	STREET MAINTENANCE (IUF) FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1051001 47130	UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%
1051001 49160	INFRASTRUCTURE USE F		0	0	.00	.00	.00	.00	.0%
1051001 49999	INTRAFUND ADV OFFSET		0	0	.00	.00	.00	.00	.0%
1053401 47700	OTHER REIMBURSEMENTS		0	0	.00	.00	.00	.00	.0%
1053401 49000	TRANSFERS IN (CITY L		0	0	.00	.00	.00	.00	.0%
TOTAL STREET MAINTENANCE (IUF) FU			0	0	.00	.00	.00	.00	.0%
114 STORM WATER MANAGEMENT FUND									
1141001 49300	TRANSFERS IN		-1,116,778	0	.00	.00	.00	.00	.0%
1141001 49910	TRANSFER IN - STORM		0	-1,116,778	-558,389.00	.00	.00	-558,389.00	50.0%
1143501 46200	SPECIAL ASSMNT REV-O		-331,445	-331,445	.00	.00	.00	-331,445.00	.0%
1143501 47700	OTHER REIMBURSEMENTS		-2,000	-2,000	-600.00	-50.00	.00	-1,400.00	30.0%
TOTAL STORM WATER MANAGEMENT FUND			-1,450,223	-1,450,223	-558,989.00	-50.00	.00	-891,234.00	38.5%
TOTAL REVENUES			-1,450,223	-1,450,223	-558,989.00	-50.00	.00	-891,234.00	
119 PUBLIC SAFETY RETIREMENT FUND									
1191001 40160	PUBLIC SAFETY PROPER		-14,591,225	-14,591,225	-8,894,049.49	-84,328.85	.00	-5,697,175.51	61.0%
1191001 47100	INTEREST INC- INVEST		0	0	.00	.00	.00	.00	.0%
1191001 47130	UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%
1192111 49000	C8801 TRANSFERS IN (L		0	0	.00	.00	.00	.00	.0%
TOTAL PUBLIC SAFETY RETIREMENT FU			-14,591,225	-14,591,225	-8,894,049.49	-84,328.85	.00	-5,697,175.51	61.0%
TOTAL REVENUES			-14,591,225	-14,591,225	-8,894,049.49	-84,328.85	.00	-5,697,175.51	
120 MAINT ASSMNT DIST									
1200000 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
1202460 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
1202470 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
1202500 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
1202510 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
1202520 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
1202530 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
1202540 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%

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120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1202550	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
1202580	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
1202600	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
20001001	47100	INTEREST INC- INVES		-6,760	0	.00	.00	.00	.00	.0%
20001001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
20003302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
20003302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
20003304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
20003304	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
20003304	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
20003801	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
20003801	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
20003801	47100	INTEREST INC- INVES		0	-6,760	4,635.59	.00	.00	-11,395.59	-68.6%
20003801	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
20003801	49000	TRANSFERS IN (CITY		-1,710,179	-1,710,179	.00	.00	.00	-1,710,179.00	.0%
20003801	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
20301001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
20301001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
20301001	49300	TRANSFERS IN		-2,710	0	.00	.00	.00	.00	.0%
20301001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
20303302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
20303302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
20303304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
20303304	47100	INTEREST INC- INVES		-1,056	0	.00	.00	.00	.00	.0%
20303801	46100	SPECIAL ASSMNT REV-		-5,122	-5,122	-403.34	.00	.00	-4,718.35	7.9%
20303801	47100	INTEREST INC- INVES		0	-1,056	-1,978.05	.00	.00	922.05	187.3%
20303801	49920	TRANSFER IN - SP. D		0	-2,710	-1,355.00	.00	.00	-1,355.00	50.0%
21001001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
21001001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
21001001	49300	TRANSFERS IN		-790	0	.00	.00	.00	.00	.0%
21001001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
21003302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21003302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
21003304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21003304	47100	INTEREST INC- INVES		-150	0	.00	.00	.00	.00	.0%
21003801	46100	SPECIAL ASSMNT REV-		-22,152	-22,152	-11,574.75	.00	.00	-10,577.63	52.3%
21003801	47100	INTEREST INC- INVES		0	-150	-342.68	.00	.00	192.68	228.5%
21003801	49920	TRANSFER IN - SP. D		0	-790	-395.00	.00	.00	-395.00	50.0%
21101001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
21101001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
21101001	49300	TRANSFERS IN		-1,083	0	.00	.00	.00	.00	.0%
21101001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
21103302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21103302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%

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21103304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21103304	47100	INTEREST INC- INVES		-7	0	.00	.00	.00	.00	.0%
21103801	46100	SPECIAL ASSMNT REV-		-6,990	-6,990	-3,747.79	.00	.00	-3,242.21	53.6%
21103801	47100	INTEREST INC- INVES		0	-7	11.16	.00	.00	-18.16	-159.4%
21103801	49920	TRANSFER IN - SP. D		0	-1,083	-541.50	.00	.00	-541.50	50.0%
21201001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
21201001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
21201001	49300	TRANSFERS IN		-619	0	.00	.00	.00	.00	.0%
21201001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
21203302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21203302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
21203304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21203304	47100	INTEREST INC- INVES		-103	0	.00	.00	.00	.00	.0%
21203801	46100	SPECIAL ASSMNT REV-		-5,873	-5,873	-3,612.69	.00	.00	-2,260.26	61.5%
21203801	47100	INTEREST INC- INVES		0	-103	-447.04	.00	.00	344.04	434.0%
21203801	49920	TRANSFER IN - SP. D		0	-619	-309.50	.00	.00	-309.50	50.0%
21301001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
21301001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
21301001	49300	TRANSFERS IN		-3,305	0	.00	.00	.00	.00	.0%
21301001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
21303302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21303302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
21303304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21303304	47100	INTEREST INC- INVES		-158	0	.00	.00	.00	.00	.0%
21303801	46100	SPECIAL ASSMNT REV-		-11,082	-11,082	-4,284.52	.00	.00	-6,797.65	38.7%
21303801	47100	INTEREST INC- INVES		0	-158	-350.90	.00	.00	192.90	222.1%
21303801	49920	TRANSFER IN - SP. D		0	-3,305	-1,652.50	.00	.00	-1,652.50	50.0%
21401001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
21401001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
21401001	49300	TRANSFERS IN		-4,516	0	.00	.00	.00	.00	.0%
21401001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
21403302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21403302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
21403304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21403304	47100	INTEREST INC- INVES		-288	0	.00	.00	.00	.00	.0%
21403801	46100	SPECIAL ASSMNT REV-		-16,378	-16,378	-8,899.52	.00	.00	-7,478.27	54.3%
21403801	47100	INTEREST INC- INVES		0	-288	-561.09	.00	.00	273.09	194.8%
21403801	49920	TRANSFER IN - SP. D		0	-4,516	-2,258.00	.00	.00	-2,258.00	50.0%
21601001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
21601001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
21601001	49300	TRANSFERS IN		-8,146	0	.00	.00	.00	.00	.0%
21601001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
21603302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21603302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%

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21603304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
21603304	47100	INTEREST INC- INVES		-153	0	.00	.00	.00	.00	.0%
21603801	46100	SPECIAL ASSMNT REV-		-3,893	-3,893	-410.38	.00	.00	-3,482.80	10.5%
21603801	47100	INTEREST INC- INVES		0	-153	-365.26	.00	.00	212.26	238.7%
21603801	49920	TRANSFER IN - SP. D		0	-8,146	-4,073.00	.00	.00	-4,073.00	50.0%
22301001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
22301001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
22301001	49300	TRANSFERS IN		-2,200	0	.00	.00	.00	.00	.0%
22301001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
22303302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22303302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
22303304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22303304	47100	INTEREST INC- INVES		-27	0	.00	.00	.00	.00	.0%
22303801	46100	SPECIAL ASSMNT REV-		-5,588	-5,588	-3,297.60	.00	.00	-2,290.40	59.0%
22303801	47100	INTEREST INC- INVES		0	-27	-95.57	.00	.00	68.57	354.0%
22303801	49920	TRANSFER IN - SP. D		0	-2,200	-1,100.00	.00	.00	-1,100.00	50.0%
22401001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
22401001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
22401001	49300	TRANSFERS IN		-7,182	0	.00	.00	.00	.00	.0%
22401001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
22403302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22403302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
22403304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22403304	47100	INTEREST INC- INVES		-97	0	.00	.00	.00	.00	.0%
22403801	46100	SPECIAL ASSMNT REV-		-18,300	-18,300	-9,973.50	.00	.00	-8,326.50	54.5%
22403801	47100	INTEREST INC- INVES		0	-97	-337.06	.00	.00	240.06	347.5%
22403801	49920	TRANSFER IN - SP. D		0	-7,182	-3,591.00	.00	.00	-3,591.00	50.0%
22501001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
22501001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
22501001	49300	TRANSFERS IN		-508	0	.00	.00	.00	.00	.0%
22501001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
22503302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22503302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
22503304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22503304	47100	INTEREST INC- INVES		-161	0	.00	.00	.00	.00	.0%
22503801	46100	SPECIAL ASSMNT REV-		-19,365	-19,365	-9,113.02	.00	.00	-10,251.66	47.1%
22503801	47100	INTEREST INC- INVES		0	-161	-376.29	.00	.00	215.29	233.7%
22503801	49920	TRANSFER IN - SP. D		0	-508	-254.00	.00	.00	-254.00	50.0%
22701001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
22701001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
22701001	49300	TRANSFERS IN		-13,019	0	.00	.00	.00	.00	.0%
22701001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
22703302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22703302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%

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22703304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22703304	47100	INTEREST INC- INVES		-198	0	.00	.00	.00	.00	.0%
22703801	46100	SPECIAL ASSMNT REV-		-5,864	-5,864	-2,209.48	.00	.00	-3,654.19	37.7%
22703801	47100	INTEREST INC- INVES		0	-198	-368.29	.00	.00	170.29	186.0%
22703801	49920	TRANSFER IN - SP. D		0	-13,019	-6,509.50	.00	.00	-6,509.50	50.0%
22801001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
22801001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
22801001	49300	TRANSFERS IN		-2,504	0	.00	.00	.00	.00	.0%
22801001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
22803302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22803302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
22803304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
22803304	47100	INTEREST INC- INVES		-1,015	0	.00	.00	.00	.00	.0%
22803801	46100	SPECIAL ASSMNT REV-		-45,162	-45,162	-19,109.18	.00	.00	-26,052.72	42.3%
22803801	47100	INTEREST INC- INVES		0	-1,015	-1,555.46	.00	.00	540.46	153.2%
22803801	49920	TRANSFER IN - SP. D		0	-2,504	-1,252.00	.00	.00	-1,252.00	50.0%
23001001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
23001001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
23001001	49300	TRANSFERS IN		-1,827	0	.00	.00	.00	.00	.0%
23001001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
23003302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23003302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
23003304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23003304	47100	INTEREST INC- INVES		-839	0	.00	.00	.00	.00	.0%
23003801	46100	SPECIAL ASSMNT REV-		-10,786	-10,786	-1,795.19	.00	.00	-8,990.41	16.6%
23003801	47100	INTEREST INC- INVES		0	-839	-1,320.92	.00	.00	481.92	157.4%
23003801	49920	TRANSFER IN - SP. D		0	-1,827	-913.50	.00	.00	-913.50	50.0%
23101001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
23101001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
23101001	49300	TRANSFERS IN		-6,654	0	.00	.00	.00	.00	.0%
23101001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
23103302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23103302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
23103304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23103304	47100	INTEREST INC- INVES		-211	0	.00	.00	.00	.00	.0%
23103801	46100	SPECIAL ASSMNT REV-		-98,997	-98,997	-52,260.24	.00	.00	-46,736.80	52.8%
23103801	47100	INTEREST INC- INVES		0	-211	-468.08	.00	.00	257.08	221.8%
23103801	49920	TRANSFER IN - SP. D		0	-6,654	-3,327.00	.00	.00	-3,327.00	50.0%
23201001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
23201001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
23201001	49300	TRANSFERS IN		-3,407	0	.00	.00	.00	.00	.0%
23201001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
23203302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23203302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%

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23203304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23203304	47100	INTEREST INC- INVES		-489	0	.00	.00	.00	.00	.0%
23203801	46100	SPECIAL ASSMNT REV-		-2,268	-2,268	-7.56	.00	.00	-2,260.80	.3%
23203801	47100	INTEREST INC- INVES		0	-489	-865.77	.00	.00	376.77	177.0%
23203801	49920	TRANSFER IN - SP. D		0	-3,407	-1,703.50	.00	.00	-1,703.50	50.0%
23301001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
23301001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
23301001	49300	TRANSFERS IN		-1,498	0	.00	.00	.00	.00	.0%
23301001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
23303302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23303302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
23303304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23303304	47100	INTEREST INC- INVES		-542	0	.00	.00	.00	.00	.0%
23303801	46100	SPECIAL ASSMNT REV-		-30,435	-30,435	-15,260.96	.00	.00	-15,173.95	50.1%
23303801	47100	INTEREST INC- INVES		0	-542	-878.59	.00	.00	336.59	162.1%
23303801	49920	TRANSFER IN - SP. D		0	-1,498	-749.00	.00	.00	-749.00	50.0%
23401001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
23401001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
23401001	49300	TRANSFERS IN		-4,413	0	.00	.00	.00	.00	.0%
23401001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
23403302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23403302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
23403302	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
23403304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23403304	47100	INTEREST INC- INVES		-755	0	.00	.00	.00	.00	.0%
23403304	49300	TRANSFERS IN		-3,470	0	.00	.00	.00	.00	.0%
23403801	46100	SPECIAL ASSMNT REV-		-60,490	-60,490	-27,915.84	.00	.00	-32,573.85	46.1%
23403801	47100	INTEREST INC- INVES		0	-755	-1,239.60	.00	.00	484.60	164.2%
23403801	49300	TRANSFERS IN		0	-3,470	-1,735.00	.00	.00	-1,735.00	50.0%
23403801	49920	TRANSFER IN - SP. D		0	-4,413	-2,206.50	.00	.00	-2,206.50	50.0%
23601001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
23601001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
23601001	49300	TRANSFERS IN		-24,176	0	.00	.00	.00	.00	.0%
23601001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
23603302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23603302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
23603304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
23603304	47100	INTEREST INC- INVES		-1,033	0	.00	.00	.00	.00	.0%
23603801	46100	SPECIAL ASSMNT REV-		-95,231	-95,231	-44,218.02	.00	.00	-51,013.32	46.4%
23603801	47100	INTEREST INC- INVES		0	-1,033	-1,666.95	.00	.00	633.95	161.4%
23603801	49920	TRANSFER IN - SP. D		0	-24,176	-12,088.00	.00	.00	-12,088.00	50.0%
23701001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
23701001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
23701001	49300	TRANSFERS IN		-46,057	0	.00	.00	.00	.00	.0%

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23701001 49920	TRANSFER IN - SP. D	0	0	.00	.00	.00	.00	.0%
23703302 46100	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
23703302 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
23703304 46100	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
23703304 47100	INTEREST INC- INVES	-902	0	.00	.00	.00	.00	.0%
23703801 46100	SPECIAL ASSMNT REV-	-1,103	-1,103	-1,128.75	.00	.00	26.25	102.4%
23703801 47100	INTEREST INC- INVES	0	-902	-1,912.77	.00	.00	1,010.77	212.1%
23703801 49920	TRANSFER IN - SP. D	0	-46,057	-23,028.50	.00	.00	-23,028.50	50.0%
23801001 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
23801001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
23801001 49300	TRANSFERS IN	-5,048	0	.00	.00	.00	.00	.0%
23801001 49920	TRANSFER IN - SP. D	0	0	.00	.00	.00	.00	.0%
23803302 46100	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
23803302 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
23803304 46100	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
23803304 47100	INTEREST INC- INVES	-832	0	.00	.00	.00	.00	.0%
23803801 46100	SPECIAL ASSMNT REV-	-72,617	-72,617	-34,505.46	.00	.00	-38,111.72	47.5%
23803801 47100	INTEREST INC- INVES	0	-832	-1,406.86	.00	.00	574.86	169.1%
23803801 49920	TRANSFER IN - SP. D	0	-5,048	-2,524.00	.00	.00	-2,524.00	50.0%
23901001 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
23901001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
23901001 49300	TRANSFERS IN	-46,858	0	.00	.00	.00	.00	.0%
23901001 49920	TRANSFER IN - SP. D	0	0	.00	.00	.00	.00	.0%
23903302 46100	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
23903302 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
23903304 46100	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
23903304 47100	INTEREST INC- INVES	-1,104	0	.00	.00	.00	.00	.0%
23903801 46100	SPECIAL ASSMNT REV-	-45,638	-45,638	-17,653.27	.00	.00	-27,984.37	38.7%
23903801 47100	INTEREST INC- INVES	0	-1,104	-2,341.28	.00	.00	1,237.28	212.1%
23903801 49300	TRANSFERS IN	0	0	-2,494.00	.00	.00	2,494.00	100.0%
23903801 49920	TRANSFER IN - SP. D	0	-46,858	-23,429.00	.00	.00	-23,429.00	50.0%
23911001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
23911001 49300	TRANSFERS IN	-9,470	0	.00	.00	.00	.00	.0%
23911001 49920	TRANSFER IN - SP. D	0	0	.00	.00	.00	.00	.0%
23913302 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
23913304 47100	INTEREST INC- INVES	-438	0	.00	.00	.00	.00	.0%
23913801 46100	SPECIAL ASSMNT REV-	-16,023	-16,023	.00	.00	.00	-16,023.29	.0%
23913801 47100	INTEREST INC- INVES	0	-438	-692.42	.00	.00	254.42	158.1%
23913801 49300	TRANSFERS IN	0	0	-906.00	.00	.00	906.00	100.0%
23913801 49920	TRANSFER IN - SP. D	0	-9,470	-4,735.00	.00	.00	-4,735.00	50.0%
24001001 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
24001001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
24001001 49300	TRANSFERS IN	-3,377	0	.00	.00	.00	.00	.0%
24001001 49920	TRANSFER IN - SP. D	0	0	.00	.00	.00	.00	.0%

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24003302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
24003302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
24003304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
24003304	47100	INTEREST INC- INVES		-1,284	0	.00	.00	.00	.00	.0%
24003801	46100	SPECIAL ASSMNT REV-		-30,711	-30,711	-13,457.50	.00	.00	-17,253.61	43.8%
24003801	47100	INTEREST INC- INVES		0	-1,284	-2,223.85	.00	.00	939.85	173.2%
24003801	49920	TRANSFER IN - SP. D		0	-3,377	-1,688.50	.00	.00	-1,688.50	50.0%
24101001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
24101001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
24101001	49300	TRANSFERS IN		-1,432	0	.00	.00	.00	.00	.0%
24101001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
24103302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
24103302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
24103304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
24103304	47100	INTEREST INC- INVES		-417	0	.00	.00	.00	.00	.0%
24103801	46100	SPECIAL ASSMNT REV-		-15,211	-15,211	-6,200.14	.00	.00	-9,010.50	40.8%
24103801	47100	INTEREST INC- INVES		0	-417	-904.87	.00	.00	487.87	217.0%
24103801	49920	TRANSFER IN - SP. D		0	-1,432	-716.00	.00	.00	-716.00	50.0%
24201001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
24201001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
24201001	49300	TRANSFERS IN		-21,434	0	.00	.00	.00	.00	.0%
24201001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
24203302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
24203302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
24203304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
24203304	47100	INTEREST INC- INVES		-2,994	0	.00	.00	.00	.00	.0%
24203801	46100	SPECIAL ASSMNT REV-		-11,232	-11,232	-2,125.92	.00	.00	-9,106.19	18.9%
24203801	47100	INTEREST INC- INVES		0	-2,994	-4,847.16	.00	.00	1,853.16	161.9%
24203801	49920	TRANSFER IN - SP. D		0	-21,434	-10,717.00	.00	.00	-10,717.00	50.0%
24301001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
24301001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
24301001	49300	TRANSFERS IN		-4,424	0	.00	.00	.00	.00	.0%
24301001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
24303302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
24303302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
24303304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
24303304	47100	INTEREST INC- INVES		-1,876	0	.00	.00	.00	.00	.0%
24303801	46100	SPECIAL ASSMNT REV-		-5,595	-5,595	-48.12	.00	.00	-5,546.43	.9%
24303801	47100	INTEREST INC- INVES		0	-1,876	-3,610.21	.00	.00	1,734.21	192.4%
24303801	49920	TRANSFER IN - SP. D		0	-4,424	-2,212.00	.00	.00	-2,212.00	50.0%
24601001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
24603801	46100	SPECIAL ASSMNT REV-		-40,947	-40,947	-16,213.58	.00	.00	-24,733.25	39.6%
24603801	47100	INTEREST INC- INVES		-1	-1	-3,148.52	.00	.00	3,147.52*****	
24603801	49300	TRANSFERS IN		-10,298	0	.00	.00	.00	.00	.0%

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24603801	49920	TRANSFER IN - SP. D		0	-10,298	-5,149.00	.00	.00	-5,149.00	50.0%
24701001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
24703801	46100	SPECIAL ASSMNT REV-		-14,531	-14,531	-3,810.29	.00	.00	-10,720.91	26.2%
24703801	47100	INTEREST INC- INVES		29	29	-1,764.76	.00	.00	1,793.76	-6085.4%
24703801	49300	TRANSFERS IN		-2,539	0	.00	.00	.00	.00	.0%
24703801	49920	TRANSFER IN - SP. D		0	-2,539	-1,269.50	.00	.00	-1,269.50	50.0%
24901001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
24903801	46100	SPECIAL ASSMNT REV-		-22,075	-22,075	-11,667.95	.00	.00	-10,406.55	52.9%
24903801	47100	INTEREST INC- INVES		-44	-44	850.31	.00	.00	-894.31	-1932.5%
24903801	49300	TRANSFERS IN		-221	0	.00	.00	.00	.00	.0%
24903801	49920	TRANSFER IN - SP. D		0	-221	-110.50	.00	.00	-110.69	50.0%
25001001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
25003801	46100	SPECIAL ASSMNT REV-		-9,539	-9,539	-4,375.80	.00	.00	-5,163.68	45.9%
25003801	47100	INTEREST INC- INVES		-25	-25	-394.15	.00	.00	369.15	1576.6%
25003801	49300	TRANSFERS IN		-21,959	0	.00	.00	.00	.00	.0%
25003801	49920	TRANSFER IN - SP. D		0	-21,959	-10,979.50	.00	.00	-10,979.82	50.0%
25101001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
25103801	46100	SPECIAL ASSMNT REV-		-2,924	-2,924	-5,868.72	.00	.00	2,945.07	200.7%
25103801	47100	INTEREST INC- INVES		79	79	-4,626.14	.00	.00	4,705.14	-5855.9%
25103801	49300	TRANSFERS IN		-17,938	0	.00	.00	.00	.00	.0%
25103801	49920	TRANSFER IN - SP. D		0	-17,938	-8,969.00	.00	.00	-8,969.07	50.0%
25201001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
25203801	46100	SPECIAL ASSMNT REV-		-7,160	-7,160	-210.24	.00	.00	-6,949.78	2.9%
25203801	47100	INTEREST INC- INVES		-10	-10	-3,534.68	.00	.00	3,524.68	*****%
25203801	49300	TRANSFERS IN		-4,951	0	.00	.00	.00	.00	.0%
25203801	49920	TRANSFER IN - SP. D		0	-4,951	-2,475.50	.00	.00	-2,475.03	50.0%
25301001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
25303801	46100	SPECIAL ASSMNT REV-		-1,034	-1,034	-289.53	.00	.00	-743.99	28.0%
25303801	47100	INTEREST INC- INVES		2	2	-123.65	.00	.00	125.65	-6182.5%
25303801	49300	TRANSFERS IN		-158	0	.00	.00	.00	.00	.0%
25303801	49920	TRANSFER IN - SP. D		0	-158	-79.00	.00	.00	-79.05	50.0%
25401001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
25403801	46100	SPECIAL ASSMNT REV-		-7,479	-7,479	-4,088.95	.00	.00	-3,390.33	54.7%
25403801	47100	INTEREST INC- INVES		8	8	-819.26	.00	.00	827.26	*****%
25403801	49300	TRANSFERS IN		-48,915	0	.00	.00	.00	.00	.0%
25403801	49920	TRANSFER IN - SP. D		0	-48,915	-24,457.50	.00	.00	-24,457.05	50.0%
25501001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
25503801	46100	SPECIAL ASSMNT REV-		-35,105	-35,105	-18,408.30	.00	.00	-16,696.31	52.4%
25503801	47100	INTEREST INC- INVES		-55	-55	-587.65	.00	.00	532.65	1068.5%
25503801	49300	TRANSFERS IN		-1,214	0	.00	.00	.00	.00	.0%
25503801	49920	TRANSFER IN - SP. D		0	-1,214	-607.00	.00	.00	-606.51	50.0%
25801001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
25803801	46100	SPECIAL ASSMNT REV-		-3,368	-3,368	-114.48	.00	.00	-3,253.56	3.4%
25803801	47100	INTEREST INC- INVES		15	15	-1,959.87	.00	.00	1,974.87	*****%

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25803801	49300	TRANSFERS IN		-21,519	0	.00	.00	.00	.00	.0%
25803801	49920	TRANSFER IN - SP. D		0	-21,519	-10,759.50	.00	.00	-10,759.34	50.0%
26001001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
26003801	46100	SPECIAL ASSMNT REV-		-17,458	-17,458	-6,940.89	.00	.00	-10,517.53	39.8%
26003801	47100	INTEREST INC- INVES		-20	-20	-505.93	.00	.00	485.93	2529.7%
26003801	49300	TRANSFERS IN		-981	0	.00	.00	.00	.00	.0%
26003801	49920	TRANSFER IN - SP. D		0	-981	-490.50	.00	.00	-490.52	50.0%
30401001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
30401001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
30401001	49300	TRANSFERS IN		-12,037	0	.00	.00	.00	.00	.0%
30401001	49920	TRANSFER IN - SP. D		0	0	.00	.00	.00	.00	.0%
30403302	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
30403302	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
30403304	46100	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
30403304	47100	INTEREST INC- INVES		-236	0	.00	.00	.00	.00	.0%
30403801	46100	SPECIAL ASSMNT REV-		-39,446	-39,446	-22,104.70	.00	.00	-17,341.30	56.0%
30403801	47100	INTEREST INC- INVES		0	-236	-442.15	.00	.00	206.15	187.4%
30403801	49920	TRANSFER IN - SP. D		0	-12,037	-6,018.50	.00	.00	-6,018.50	50.0%
40101001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
40101001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
40103101	46100	SPECIAL ASSMNT REV-		-439,898	0	.00	289,526.74	.00	.00	.0%
40103101	47100	INTEREST INC- INVES		-740	0	.00	.00	.00	.00	.0%
40103801	46100	SPECIAL ASSMNT REV-		0	-439,898	-193,688.74	-193,688.74	.00	-246,209.26	44.0%
40103801	47100	INTEREST INC- INVES		0	-740	-561.73	.00	.00	-178.27	75.9%
40201001	47000	MISCELLANEOUS REVEN		0	0	.00	.00	.00	.00	.0%
40201001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
40203101	46100	SPECIAL ASSMNT REV-		-47,919	0	.00	.00	.00	.00	.0%
40203101	47100	INTEREST INC- INVES		239	0	.00	.00	.00	.00	.0%
40203801	46100	SPECIAL ASSMNT REV-		0	-47,919	-95,838.00	-95,838.00	.00	47,919.00	200.0%
40203801	47100	INTEREST INC- INVES		0	239	683.59	.00	.00	-444.59	286.0%
40203801	47300	DONATIONS AND CONTR		0	-15,446	-15,446.00	.00	.00	.00	100.0%
40203801	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
50801001	47100	INTEREST INC- INVES		-580	0	.00	.00	.00	.00	.0%
50801001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
50803801	47100	INTEREST INC- INVES		0	-580	.00	.00	.00	-580.00	.0%
50901001	46000	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
50901001	46200	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
50901001	46400	SP.ASSMNT MELLO-ROO		0	0	.00	.00	.00	.00	.0%
50901001	47100	INTEREST INC- INVES		0	0	.00	.00	.00	.00	.0%
50901001	47110	OTHER INTEREST INCO		0	0	.00	.00	.00	.00	.0%
50901001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
51101001	47130	UNREALIZED GAIN (LO		0	0	.00	.00	.00	.00	.0%
51103801	46300	SPECIAL ASSMNT REV-		0	0	.00	.00	.00	.00	.0%
51103801	46400	SP.ASSMNT MELLO-ROO		0	0	.00	.00	.00	.00	.0%

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51103801 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
51103801 47110	OTHER INTEREST INCO	0	0	.00	.00	.00	.00	.0%
60201001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
60203302 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
60203304 47100	INTEREST INC- INVES	-9,138	0	.00	.00	.00	.00	.0%
60203801 46400	SP.ASSMNT MELLO-ROO	-559,848	-559,848	-320,839.63	.00	.00	-239,008.37	57.3%
60203801 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
60203801 47100	INTEREST INC- INVES	0	-9,138	-16,739.75	.00	.00	7,601.75	183.2%
60401001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
60402121 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
60403801 46000	SPECIAL ASSMNT REV-	-1,172,111	-1,172,111	-607,046.51	.00	.00	-565,064.49	51.8%
60403801 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
60403801 47100	INTEREST INC- INVES	-20,287	-20,287	-39,271.36	.00	.00	18,984.36	193.6%
60403801 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
60501001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
60503302 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
60503304 47000	MISCELLANEOUS REVEN	-13,410	0	-440.50	2,431.00	.00	440.50	100.0%
60503801 43400	DAMAGE REIMBURSEMEN	0	0	.00	.00	.00	.00	.0%
60503801 46400	SP.ASSMNT MELLO-ROO	-3,072,565	-3,072,565	-1,684,328.85	.00	.00	-1,388,236.15	54.8%
60503801 47000	MISCELLANEOUS REVEN	0	-13,410	-11,917.50	-2,871.50	.00	-1,492.50	88.9%
60503801 47100	INTEREST INC- INVES	-18,607	-18,607	-27,603.41	.00	.00	8,996.41	148.3%
60601001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
60603801 47100	INTEREST INC- INVES	-3,147	-3,147	-6,265.36	.00	.00	3,118.36	199.1%
60701001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
60703801 46000	SPECIAL ASSMNT REV-	-311,111	-311,111	.00	.00	.00	-311,111.00	.0%
60703801 47100	INTEREST INC- INVES	-1,043	-1,043	-3,175.38	.00	.00	2,132.38	304.4%
60703801 47500	DEVELOPMENT DEPOSIT	0	0	.00	.00	.00	.00	.0%
60801001 46100	SPECIAL ASSMNT REV-	0	0	.00	220,113.96	.00	.00	.0%
60801001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
60803101 46100	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
60803101 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
60803801 46100	SPECIAL ASSMNT REV-	0	0	-220,113.96	-220,113.96	.00	220,113.96	100.0%
60803801 47300	DONATIONS AND CONTR	0	0	.00	.00	.00	.00	.0%
60803801 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
60901001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
60903801 46000	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
60903801 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
60903801 47500	DEVELOPMENT DEPOSIT	0	0	.00	.00	.00	.00	.0%
TOTAL MAINT ASSMNT DIST		-8,640,517	-8,655,963	-3,863,294.48	-440.50	.00	-4,792,668.52	44.6%
TOTAL REVENUES		-8,640,517	-8,655,963	-3,863,294.48	-440.50	.00	-4,792,668.52	

181 STATE GAS TAX FUND

1811001 42100	GAS TAX - HUTA SEC 2	-1,998,207	-1,998,207	-1,143,274.46	-134,042.40	.00	-854,932.54	57.2%
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181	STATE GAS TAX FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1811001 42110	GAS TAX - HUTA SEC 2	-1,323,218	-1,323,218	-710,699.71	-98,988.11	.00	-612,518.29	53.7%
1811001 42120	GAS TAX - HUTA SEC 2	-832,439	-832,439	-455,886.05	-64,051.58	.00	-376,552.95	54.8%
1811001 42130	GAS TAX - HUTA SEC 2	-1,589,361	-1,589,361	-986,938.98	-136,311.92	.00	-602,422.02	62.1%
1811001 42140	GAS TAX - HUTA SEC 2	-10,000	-10,000	-10,000.00	.00	.00	.00	100.0%
1811001 42200	RMRA (SB-1) - ROAD M	0	0	.00	.00	.00	.00	.0%
1811001 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
1811001 47100	INTEREST INC- INVEST	37,764	37,764	2,408.86	.00	.00	35,355.14	6.4%
1811001 47110	OTHER INTEREST INCOM	0	0	-3,566.94	.00	.00	3,566.94	100.0%
1811001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
1811001 47900	PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
1813101 49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
1813101 49000	C1306 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
1813102 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
1813102 49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
1813102 49000	M2001 TRANSFERS IN (L	0	0	-160,203.35	-27,860.23	.00	160,203.35	100.0%
1813401 43400	DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
1813401 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
1813401 47700	OTHER REIMBURSEMENTS	0	0	-1,049.88	.00	.00	1,049.88	100.0%
1813401 49000	TRANSFERS IN (CITY L	-856,036	-856,036	.00	.00	.00	-856,036.00	.0%
1813401 49000	M2001 TRANSFERS IN (L	0	0	-141,210.87	-25,477.00	.00	141,210.87	100.0%
TOTAL STATE GAS TAX FUND		-6,571,497	-6,571,497	-3,610,421.38	-486,731.24	.00	-2,961,075.62	54.9%
TOTAL REVENUES		-6,571,497	-6,571,497	-3,610,421.38	-486,731.24	.00	-2,961,075.62	
182 TRAFFIC SAFETY FUND								
1821001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
1821001 49300	TRANSFERS IN	-330,000	0	.00	.00	.00	.00	.0%
1821001 49930	TRANSFER IN - TRAFFI	0	-330,000	-165,000.00	.00	.00	-165,000.00	50.0%
1823103 43220	VEHICLE CODE FINES	-247,128	-247,128	-153,189.82	-1,136.62	.00	-93,938.18	62.0%
1823103 47100	INTEREST INC- INVEST	-1,464	-1,464	-1,352.88	.00	.00	-111.12	92.4%
TOTAL TRAFFIC SAFETY FUND		-578,592	-578,592	-319,542.70	-1,136.62	.00	-259,049.30	55.2%
TOTAL REVENUES		-578,592	-578,592	-319,542.70	-1,136.62	.00	-259,049.30	
185 ROAD MAINT & REHAB ACT FUND								
1851001 42200	RMRA (SB-1) - ROAD M	-4,984,811	-4,984,811	-2,532,503.23	-494,148.62	.00	-2,452,307.77	50.8%
1851001 47100	INTEREST INC- INVEST	-49,497	-49,497	-12,698.96	.00	.00	-36,798.04	25.7%
1851001 47110	OTHER INTEREST INCOM	0	0	.00	.00	.00	.00	.0%

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185	ROAD MAINT & REHAB ACT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1851001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
	TOTAL ROAD MAINT & REHAB ACT FUND	-5,034,308	-5,034,308	-2,545,202.19	-494,148.62	.00	-2,489,105.81	50.6%
	TOTAL REVENUES	-5,034,308	-5,034,308	-2,545,202.19	-494,148.62	.00	-2,489,105.81	
191 ASSET SEIZURE FUND - FED								
1911001 47120	GAIN/LOSS ON SALE OF	0	0	.00	.00	.00	.00	.0%
1911001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
1912111 47100	INTEREST INC- INVEST	-1,514	-1,514	-2,223.80	.00	.00	709.80	146.9%
1912131 43240	ASSET SEIZURE	0	0	.00	.00	.00	.00	.0%
1912131 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
1912132 43240	ASSET SEIZURE	0	0	-1,694.70	.00	.00	1,694.70	100.0%
	TOTAL ASSET SEIZURE FUND - FED	-1,514	-1,514	-3,918.50	.00	.00	2,404.50	258.8%
	TOTAL REVENUES	-1,514	-1,514	-3,918.50	.00	.00	2,404.50	
192 ASSET SEIZURE FUND - STATE								
1921001 47120	GAIN/LOSS ON SALE OF	0	0	.00	.00	.00	.00	.0%
1921001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
1922111 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
1922131 43240	ASSET SEIZURE	0	0	-24,587.85	.00	.00	24,587.85	100.0%
1922131 43240	M2005 ASSET SEIZURE	0	0	.00	.00	.00	.00	.0%
1922131 47100	INTEREST INC- INVEST	-1,333	-1,333	-2,064.37	.00	.00	731.37	154.9%
1922132 43240	ASSET SEIZURE	0	0	.00	.00	.00	.00	.0%
	TOTAL ASSET SEIZURE FUND - STATE	-1,333	-1,333	-26,652.22	.00	.00	25,319.22	1999.4%
	TOTAL REVENUES	-1,333	-1,333	-26,652.22	.00	.00	25,319.22	
200 FEDERAL GRANTS FUND								
2001001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
2001001 48888	LIFE TO DATE EXT REV	0	0	.00	.00	.00	.00	.0%
2001001 48888	C1301 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001 48888	C1302 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001 48888	C1303 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001 48888	C1304 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%

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200	FEDERAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2001001	48888 C1305 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 C1306 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 C1307 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 C1703 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 C1801 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 C1808 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 C2029 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 C2211 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G1802 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G1903 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G1904 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G1905 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G1908 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G2002 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G2003 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G2005 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G2006 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G2007 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G2115 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	48888 G2201 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2001001	49888 LIFE TO DATE CITY MA	0	0	.00	.00	.00	.00	.0%
2001001	49888 C2037 LIFE TO DATE CI	0	0	.00	.00	.00	.00	.0%
2001001	49888 C2038 LIFE TO DATE CI	0	0	.00	.00	.00	.00	.0%
2001001	49888 G1904 LIFE TO DATE CI	0	0	.00	.00	.00	.00	.0%
2001001	49888 G1905 LIFE TO DATE CI	0	0	.00	.00	.00	.00	.0%
2001001	49888 G1908 LIFE TO DATE CI	0	0	.00	.00	.00	.00	.0%
2001001	49888 G2005 LIFE TO DATE CI	0	0	.00	.00	.00	.00	.0%
2001001	49888 G2007 LIFE TO DATE CI	0	0	.00	.00	.00	.00	.0%
2002131	48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2002131	48000 C2036 FEDERAL GRANTS	0	-300,120	.00	.00	.00	-300,120.00	.0%
2002131	48000 C2318 FEDERAL GRANTS	0	-107,007	.00	.00	.00	-107,007.00	.0%
2002131	48000 C2319 FEDERAL GRANTS	0	-99,611	.00	.00	.00	-99,611.00	.0%
2002131	48000 G1801 FEDERAL GRANTS	0	-17,400	.00	.00	.00	-17,400.00	.0%
2002131	48000 G1802 FEDERAL GRANTS	0	-17,857	-4,984.72	.00	.00	-12,872.04	27.9%
2002131	48000 G1902 FEDERAL GRANTS	0	-46,649	.00	.00	.00	-46,648.71	.0%
2002131	48000 G1903 FEDERAL GRANTS	0	-15,594	.00	.00	.00	-15,594.00	.0%
2002131	48000 G2002 FEDERAL GRANTS	0	-31,037	.00	.00	.00	-31,037.00	.0%
2002131	48000 G2003 FEDERAL GRANTS	0	-51,975	.00	.00	.00	-51,975.43	.0%
2002131	48000 G2201 FEDERAL GRANTS	0	-9,848	-24,916.82	.00	.00	15,069.23	253.0%
2002501	48000 C2321 FEDERAL GRANTS	0	-96,608	.00	.00	.00	-96,608.37	.0%
2002501	48000 C2332 FEDERAL GRANTS	0	-100,000	.00	.00	.00	-100,000.00	.0%
2002501	48000 C2412 FEDERAL GRANTS	0	-132,109	.00	.00	.00	-132,109.09	.0%
2002501	48000 G2322 FEDERAL GRANTS	0	-98,351	.00	.00	.00	-98,350.90	.0%
2002501	48000 G2323 FEDERAL GRANTS	0	-66,136	.00	.00	.00	-66,136.36	.0%

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200	FEDERAL GRANTS FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2002501	48000	G2331	FEDERAL GRANTS	0	-2,179,011	.00	.00	.00	-2,179,011.46	.0%
2002501	48000	G2341	FEDERAL GRANTS	0	-10,000	.00	.00	.00	-10,000.00	.0%
2002501	48000	G2413	FEDERAL GRANTS	0	-350,657	.00	.00	.00	-350,656.66	.0%
2002501	48000	G2414	FEDERAL GRANTS	0	-196,091	.00	.00	.00	-196,090.90	.0%
2002501	48000	G2415	FEDERAL GRANTS	0	-195,060	.00	.00	.00	-195,060.00	.0%
2002501	48030	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2002501	48030	C2037	STATE GRANTS	0	0	-301,276.31	.00	.00	301,276.31	100.0%
2002501	48030	C2038	STATE GRANTS	0	0	-205,227.37	.00	.00	205,227.37	100.0%
2002501	48030	G1904	STATE GRANTS	0	-35,329	.00	.00	.00	-35,328.79	.0%
2002501	48030	G1905	STATE GRANTS	0	0	.00	.00	.00	.00	.0%
2002501	48030	G1908	STATE GRANTS	0	0	.00	.00	.00	.00	.0%
2002501	48030	G2005	STATE GRANTS	0	-220,765	-193,978.30	.00	.00	-26,786.69	87.9%
2002501	48030	G2006	STATE GRANTS	0	-609,040	.00	.00	.00	-609,039.98	.0%
2002501	48030	G2007	STATE GRANTS	0	-180,309	.00	.00	.00	-180,309.02	.0%
2002501	48030	G2302	STATE GRANTS	0	0	.00	.00	.00	.00	.0%
2002501	48030	G2303	STATE GRANTS	0	0	.00	.00	.00	.00	.0%
2002501	48030	G2304	STATE GRANTS	0	-2,796	.00	.00	.00	-2,795.99	.0%
2002501	48030	G2305	STATE GRANTS	0	-41,132	.00	.00	.00	-41,132.00	.0%
2002501	48030	G2340	STATE GRANTS	0	0	.00	.00	.00	.00	.0%
2002501	48100	FEDERAL GRANTS-CITY		0	0	.00	.00	.00	.00	.0%
2002501	48100	C2037	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	C2321	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	C2412	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	G1904	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	G1905	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	G2005	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	G2007	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	G2322	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	G2323	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	G2413	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	G2414	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	48100	G2415	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	49310	C2321	FEDERAL GRANTS-	0	-9,661	.00	.00	.00	-9,660.84	.0%
2002501	49310	C2412	FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2002501	49310	G1904	FEDERAL GRANTS-	0	-1,565	.00	.00	.00	-1,565.00	.0%
2002501	49310	G2005	FEDERAL GRANTS-	0	-22,077	.00	.00	.00	-22,076.52	.0%
2002501	49310	G2007	FEDERAL GRANTS-	0	-9,016	.00	.00	.00	-9,015.61	.0%
2002501	49310	G2322	FEDERAL GRANTS-	0	-9,835	.00	.00	.00	-9,835.10	.0%
2002501	49310	G2323	FEDERAL GRANTS-	0	-6,614	.00	.00	.00	-6,613.64	.0%
2002501	49310	G2413	FEDERAL GRANTS-	0	-35,066	.00	.00	.00	-35,065.67	.0%
2002501	49310	G2414	FEDERAL GRANTS-	0	-19,609	.00	.00	.00	-19,609.10	.0%
2002501	49310	G2415	FEDERAL GRANTS-	0	-14,677	.00	.00	.00	-14,677.43	.0%
2003001	48000	FEDERAL GRANTS		0	0	.00	.00	.00	.00	.0%
2003101	48000	FEDERAL GRANTS		0	0	.00	.00	.00	.00	.0%

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2003101	48000 C1306 FEDERAL GRANTS	0	-257,004	-496,233.16	-420,698.32	.00	239,228.88	193.1%
2003101	48000 C1307 FEDERAL GRANTS	0	-2,544,994	-675,821.38	-589,649.64	.00	-1,869,172.84	26.6%
2003102	48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2003102	48000 C1301 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2003102	48000 C1302 FEDERAL GRANTS	0	-962,630	-354.12	.00	.00	-962,275.88	.0%
2003102	48000 C1303 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2003102	48000 C1304 FEDERAL GRANTS	0	-393,889	.00	.00	.00	-393,889.00	.0%
2003102	48000 C1305 FEDERAL GRANTS	0	-426,459	-289,549.53	.00	.00	-136,909.27	67.9%
2003102	48000 C1601 FEDERAL GRANTS	0	-281,348	.00	.00	.00	-281,348.00	.0%
2003102	48000 C1703 FEDERAL GRANTS	0	-1,196,564	.00	.00	.00	-1,196,564.15	.0%
2003102	48000 C1801 FEDERAL GRANTS	0	-1,762,074	.00	.00	.00	-1,762,074.00	.0%
2003102	48000 C1808 FEDERAL GRANTS	0	0	-2,194,722.12	-82,641.41	.00	2,194,722.12	100.0%
2003102	48000 C2206 FEDERAL GRANTS	0	-2,998,600	.00	.00	.00	-2,998,600.00	.0%
2003102	48000 C2211 FEDERAL GRANTS	0	-216,671	.00	.00	.00	-216,671.00	.0%
2003102	48000 C2416 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2003600	48000 C2025 FEDERAL GRANTS	0	-500,000	.00	.00	.00	-500,000.00	.0%
2003600	48000 C2226 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2003610	48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2003610	48000 C2029 FEDERAL GRANTS	0	0	-4,856.12	.00	.00	4,856.12	100.0%
2003610	48000 C2201 FEDERAL GRANTS	0	-1,055,294	-1,950,495.83	.00	.00	895,201.78	184.8%
2003610	48000 G2253 FEDERAL GRANTS	0	-156,878	.00	.00	.00	-156,878.37	.0%
2003610	49200 C2029 INDIRECT COST R	0	0	.00	.00	.00	.00	.0%
2003801	48000 C1901 FEDERAL GRANTS	0	-132,563	.00	.00	.00	-132,563.00	.0%
2003801	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
2004104	48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2005501	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
2005501	47300 G2313 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
2005501	47300 G2401 DONATIONS AND C	-13,000	-13,000	-4,510.33	-437.85	.00	-8,489.67	34.7%
2005501	48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2005503	48200 FEDERAL PASS-THROUGH	0	0	.00	.00	.00	.00	.0%
2005503	48200 G2313 FEDERAL PASS-TH	0	0	-27,839.14	.00	.00	27,839.14	100.0%
2005503	48200 G2401 FEDERAL PASS-TH	-151,980	-151,980	-80,767.84	-12,355.00	.00	-71,212.16	53.1%
2008101	48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2008101	48000 G2115 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
TOTAL FEDERAL GRANTS FUND		-164,980	-18,388,560	-6,455,533.09	-1,105,782.22	.00	-11,933,026.69	35.1%
TOTAL REVENUES		-164,980	-18,388,560	-6,455,533.09	-1,105,782.22	.00	-11,933,026.69	
201 CDGB FUND								
2011001	48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2012501	48000 C2321 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%

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201	CDGB	FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2012501	48100	C2321 FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2018101	48010	FED GRANT PROGRAM IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
2018101	48020	CDBG REVENUE	-2,213,917	-8,456,442	-1,716,146.64	.00	.00	-6,740,295.20	20.3%
2018105	47000	MISCELLANEOUS REVENU	0	0	-8,445.86	-1,503.09	.00	8,445.86	100.0%
2018105	48010	FED GRANT PROGRAM IN	0	0	-72,859.24	.00	.00	72,859.24	100.0%
2018105	48020	G2332 CDBG REVENUE	0	0	.00	.00	.00	.00	.0%
2018105	48040	STATE GRANT PROGRAM	0	0	.00	.00	.00	.00	.0%
TOTAL CDGB FUND			-2,313,917	-8,556,442	-1,797,451.74	-1,503.09	.00	-6,758,990.10	21.0%
TOTAL REVENUES			-2,313,917	-8,556,442	-1,797,451.74	-1,503.09	.00	-6,758,990.10	
202 HOME FUND									
2028101	48000	FEDERAL GRANTS	-768,867	-3,982,545	-1,439,842.85	.00	.00	-2,542,702.43	36.2%
2028101	48010	FED GRANT PROGRAM IN	0	0	.00	.00	.00	.00	.0%
2028105	47000	MISCELLANEOUS REVENU	0	0	-21,663.87	-1,076.00	.00	21,663.87	100.0%
2028105	48000	FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2028105	48010	FED GRANT PROGRAM IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
2028105	48040	STATE GRANT PROGRAM	0	0	.00	.00	.00	.00	.0%
TOTAL HOME FUND			-868,867	-4,082,545	-1,461,506.72	-1,076.00	.00	-2,621,038.56	35.8%
TOTAL REVENUES			-868,867	-4,082,545	-1,461,506.72	-1,076.00	.00	-2,621,038.56	
203 EMERGENCY SHELTER FUND									
2031001	47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
2032111	47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
2035501	48000	FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2038101	48000	FEDERAL GRANTS	-207,883	-784,635	-840,182.89	.00	.00	55,547.69	107.1%
TOTAL EMERGENCY SHELTER FUND			-207,883	-784,635	-840,182.89	.00	.00	55,547.69	107.1%
TOTAL REVENUES			-207,883	-784,635	-840,182.89	.00	.00	55,547.69	
204 ARPA									
2041001	48000	FEDERAL GRANTS	0	-18,551,195	.00	.00	.00	-18,551,194.53	.0%
2041001	49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
2043301	49000	C2249 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%

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204	ARPA	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL ARPA		0	-18,551,195	.00	.00	.00	-18,551,194.53	.0%
TOTAL REVENUES		0	-18,551,195	.00	.00	.00	-18,551,194.53	
210 STATE & LOCAL GRANTS FUND								
2101001	47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.0%
2101001	47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.0%
2101001	48888	LIFE TO DATE EXT REV	0	0	.00	.00	.00	.0%
2101001	48888	C1101 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C1301 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C1501 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C1801 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C1802 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C1805 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C1843 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C2005 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C2103 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C2104 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C2212 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C2216 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	C2269 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G1101 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G1301 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G1501 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G1502 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G1504 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G1601 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G1701 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2001 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2008 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2101 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2107 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2108 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2110 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2122 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2237 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2238 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2239 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2240 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2241 LIFE TO DATE EX	0	0	.00	.00	.00	.0%
2101001	48888	G2243 LIFE TO DATE EX	0	0	.00	.00	.00	.0%

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210	STATE & LOCAL GRANTS FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2101001	48888	G2252	LIFE TO DATE EX	0	0	.00	.00	.00	.00%
2101001	48888	G2254	LIFE TO DATE EX	0	0	.00	.00	.00	.00%
2101001	49888		LIFE TO DATE CITY MA	0	0	.00	.00	.00	.00%
2101001	49888	G2243	LIFE TO DATE CI	0	0	.00	.00	.00	.00%
2102111	48030		STATE GRANTS	0	0	.00	.00	.00	.00%
2102111	48030	G2239	STATE GRANTS	0	-131,814	.00	.00	-131,813.96	.00%
2102111	48030	G2240	STATE GRANTS	0	-6,365	.00	.00	-6,364.95	.00%
2102131	47100		INTEREST INC- INVEST	0	0	.00	.00	.00	.00%
2102131	48030		STATE GRANTS	0	0	.00	.00	.00	.00%
2102131	48030	C1843	STATE GRANTS	0	-677	.00	.00	-677.48	.00%
2102131	48030	C2269	STATE GRANTS	0	-14,779	.00	.00	-14,778.66	.00%
2102131	48030	C2316	STATE GRANTS	0	-216,921	-293,552.10	.00	76,631.54	135.3%
2102131	48030	C2324	STATE GRANTS	0	-152,352	.00	.00	-152,352.00	.00%
2102131	48030	C2411	STATE GRANTS	0	-533,000	.00	.00	-533,000.00	.00%
2102131	48030	G1301	STATE GRANTS	0	-389,924	-240,170.03	-50,518.42	-149,753.69	61.6%
2102131	48030	G2001	STATE GRANTS	0	-4,261	.00	.00	-4,260.83	.00%
2102131	48030	G2107	STATE GRANTS	0	-25,650	.00	.00	-25,649.97	.00%
2102131	48030	G2108	STATE GRANTS	0	-129,086	-72,433.00	.00	-56,652.90	56.1%
2102131	48030	G2237	STATE GRANTS	0	-7,246	.00	.00	-7,246.01	.00%
2102131	48030	G2238	STATE GRANTS	0	-20,886	.00	.00	-20,886.00	.00%
2102131	48030	G2241	STATE GRANTS	0	-197,792	-129,119.02	-85,085.50	-68,673.45	65.3%
2102131	48030	G2301	STATE GRANTS	0	-67,986	-75,954.08	.00	7,967.61	111.7%
2102131	48030	G2319	STATE GRANTS	0	-310,251	.00	.00	-310,250.80	.00%
2102131	48030	G2337	STATE GRANTS	0	-5,296	-29,120.32	.00	23,824.25	549.8%
2102131	61142		OTHER FINANCING-SUBS	0	0	.00	.00	.00	.00%
2102131	61142	G2107	OTHER FINANCING	0	0	.00	.00	.00	.00%
2102501	48030		STATE GRANTS	0	0	.00	.00	.00	.00%
2102501	48030	G2103	STATE GRANTS	0	0	.00	.00	.00	.00%
2102501	48100	G2103	FEDERAL GRANTS-	0	0	.00	.00	.00	.00%
2102502	48030		STATE GRANTS	0	0	.00	.00	.00	.00%
2102502	48030	C2270	STATE GRANTS	0	-1,863	.00	.00	-1,862.88	.00%
2102502	48030	G2306	STATE GRANTS	0	0	.00	.00	.00	.00%
2103001	48030		STATE GRANTS	0	0	.00	.00	.00	.00%
2103001	48030	G2333	STATE GRANTS	0	-99,978	.00	.00	-99,978.00	.00%
2103101	48030		STATE GRANTS	0	0	.00	.00	.00	.00%
2103102	48000		FEDERAL GRANTS	0	0	.00	.00	.00	.00%
2103102	48030		STATE GRANTS	0	0	.00	.00	.00	.00%
2103102	48030	C1301	STATE GRANTS	0	-3,757,669	-622,228.16	.00	-3,135,440.68	16.6%
2103102	48030	C1501	STATE GRANTS	0	0	.00	.00	.00	.00%
2103102	48030	C1801	STATE GRANTS	0	-40,755	.00	.00	-40,755.00	.00%
2103102	48030	C1802	STATE GRANTS	0	0	.00	.00	-.02	.00%
2103102	48030	C1805	STATE GRANTS	0	0	.00	.00	.00	.00%
2103102	48030	C2005	STATE GRANTS	0	-861,227	-40,000.00	.00	-821,227.00	4.6%
2103102	48030	C2103	STATE GRANTS	0	0	.00	.00	.00	.00%

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210	STATE & LOCAL GRANTS FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2103102	48030	C2204	STATE GRANTS		0	-980,000	.00	.00	.00	-980,000.00	.0%
2103102	48030	C2206	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103102	48030	C2211	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103102	48030	C2212	STATE GRANTS		0	-1,653,642	.00	.00	.00	-1,653,642.49	.0%
2103102	48030	G2101	STATE GRANTS		0	-79	.00	.00	.00	-79.11	.0%
2103102	48030	M2101	STATE GRANTS		0	-2,016	-19,160.15	-19,160.15	.00	17,143.80	950.2%
2103301	48030		STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103301	48030	C2104	STATE GRANTS		0	-7,456,264	-473,088.00	-473,088.00	.00	-6,983,175.96	6.3%
2103301	48030	C2317	STATE GRANTS		0	-3,326,328	-357,914.21	.00	.00	-2,968,413.80	10.8%
2103301	48030	C2328	STATE GRANTS		0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
2103301	48030	C2333	STATE GRANTS		0	-7,092,300	.00	.00	.00	-7,092,300.00	.0%
2103302	48030		STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103302	48030	G2251	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103302	48030	M1803	STATE GRANTS		0	-76,717	.00	.00	.00	-76,717.00	.0%
2103401	48030		STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103600	48030		STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103600	48030	C1101	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103610	48030		STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103610	48030	C2201	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103610	48030	G2254	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103630	48030	G2122	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103630	48030	G2202	STATE GRANTS		0	-281,547	.00	.00	.00	-281,547.15	.0%
2103630	48030	G2252	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103631	48030		STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103631	48030	G2334	STATE GRANTS		0	-25,216	.00	.00	.00	-25,215.87	.0%
2103631	48030	G2335	STATE GRANTS		0	-49,995	.00	.00	.00	-49,995.00	.0%
2103631	48030	G2417	STATE GRANTS		0	-26,848	.00	.00	.00	-26,848.00	.0%
2103750	48030		STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103750	48030	G2122	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103750	48030	G2202	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103750	48030	G2252	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2103801	49300		TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
2104101	48030	G2320	STATE GRANTS		0	-41,912	-1,387.50	.00	.00	-40,524.00	3.3%
2104104	48030		STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2104104	48030	G2008	STATE GRANTS		0	-237,908	-312,546.21	-71,000.00	.00	74,638.67	131.4%
2104104	48030	G2110	STATE GRANTS		0	-162,438	.00	.00	.00	-162,438.00	.0%
2104104	48100		FEDERAL GRANTS-CITY		0	0	.00	.00	.00	.00	.0%
2104104	48100	G2307	FEDERAL GRANTS-		0	0	.00	.00	.00	.00	.0%
2104104	48100	G2409	FEDERAL GRANTS-		-34,688	0	.00	.00	.00	.00	.0%
2104104	49310	G2409	FEDERAL GRANTS-		0	-34,688	.00	.00	.00	-34,688.00	.0%
2105501	48030		STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2105501	48030	C2216	STATE GRANTS		0	-3,412,592	-2,418,674.00	.00	.00	-993,917.76	70.9%
2105501	48030	G2246	STATE GRANTS		0	0	.00	.00	.00	.00	.0%
2105501	48050		LOCAL GRANTS		0	0	.00	.00	.00	.00	.0%

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210	STATE & LOCAL GRANTS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2105502	48000 FEDERAL GRANTS	-4,680,000	-4,680,314	-1,803,121.25	-475,745.98	.00	-2,877,192.43	38.5%
2105503	48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2105503	48000 G2307 FEDERAL GRANTS	0	0	-20,539.40	.00	.00	20,539.40	100.0%
2105503	48000 G2409 FEDERAL GRANTS	-75,277	-75,277	-23,844.99	.00	.00	-51,432.01	31.7%
2105503	48000 G2419 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2105503	48030 C2320 STATE GRANTS	0	0	-7,385.05	.00	.00	7,385.05	100.0%
2105503	48050 LOCAL GRANTS	0	0	.00	.00	.00	.00	.0%
2105503	48100 G2420 FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2105503	49310 G2420 FEDERAL GRANTS-	0	0	.00	.00	.00	.00	.0%
2105511	48000 FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
2105511	48000 G1601 FEDERAL GRANTS	-1,053,299	-1,207,478	-301,485.26	.00	.00	-905,992.73	25.0%
2105511	48000 G2315 FEDERAL GRANTS	-1,955,475	-1,955,475	-444,797.95	.00	.00	-1,510,677.05	22.7%
2108101	43300 RENTAL REVENUE (SHOR	0	0	.00	.00	.00	.00	.0%
2108101	47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
2108101	47700 OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
2108101	47700 G1504 OTHER REIMBURSE	0	-140,831	-103,400.00	-40,800.00	.00	-37,430.96	73.4%
2108101	48010 FED GRANT PROGRAM IN	0	0	.00	.00	.00	.00	.0%
2108101	48010 G1502 FED GRANT PROGR	-60,000	-180,000	.00	.00	.00	-180,000.00	.0%
2108101	48030 STATE GRANTS	0	0	.00	.00	.00	.00	.0%
2108101	48030 G2338 STATE GRANTS	0	-800,000	.00	.00	.00	-800,000.00	.0%
2108103	48030 G2416 STATE GRANTS	0	-4,015,639	-4,015,638.88	.00	.00	.00	100.0%
TOTAL STATE & LOCAL GRANTS FUND		-7,858,739	-48,420,913	-11,805,559.56	-1,215,398.05	.00	-36,615,353.28	24.4%
TOTAL REVENUES		-7,858,739	-48,420,913	-11,805,559.56	-1,215,398.05	.00	-36,615,353.28	
212 TRANSPORT DEV ACT (TDA) FUND								
90301001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
90303001	42300 TRANSPORT. TAX TDA	0	0	-13,497.00	.00	.00	13,497.00	100.0%
90303001	47100 INTEREST INC- INVES	-1,249	-1,249	-1,264.26	.00	.00	15.26	101.2%
90401001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
90403001	42310 TRANSPORT. TAX TDA	-655,978	-655,978	-382,655.00	-54,665.00	.00	-273,323.00	58.3%
90403001	42320 TRANSPORT. TAX TDA	0	0	.00	.00	.00	.00	.0%
90403001	47100 INTEREST INC- INVES	-13,746	-13,746	-25,467.53	.00	.00	11,721.53	185.3%
90403201	43210 PARKING FINES	0	0	.00	.00	.00	.00	.0%
90403201	43310 LEASE REVENUE (LONG	-251,089	-251,089	-157,780.80	-19,787.48	.00	-93,308.20	62.8%
90403201	47000 MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
90403201	47110 OTHER INTEREST INCO	0	0	.00	.00	.00	.00	.0%
90403201	47700 OTHER REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
90403201	61130 LEASE CLEARING (LES	0	0	.00	.00	.00	.00	.0%
90403201	61131 61131 LEASE REVENUE	0	0	.00	.00	.00	.00	.0%
90403201	61134 INTEREST INCOME - G	0	0	.00	.00	.00	.00	.0%

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212	TRANSPORT DEV ACT (TDA) FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90403201 61135	NONLEASE COMPONENT	0	0	.00	.00	.00	.00	.0%
90404101 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
90801001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
90803001 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
90803001 47100	INTEREST INC- INVES	-3,334	-3,334	247.56	.00	.00	-3,581.56	-7.4%
90813001 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
90813001 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
90813001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSPORT DEV ACT (TDA) FUN		-925,396	-925,396	-580,417.03	-74,452.48	.00	-344,978.97	62.7%
TOTAL REVENUES		-925,396	-925,396	-580,417.03	-74,452.48	.00	-344,978.97	
220 STATE HOUSING (LHTFP) GRANT								
2201001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
2201001 48888	LIFE TO DATE EXT REV	0	0	.00	.00	.00	.00	.0%
2201001 48888	G2102 LIFE TO DATE EX	0	0	.00	.00	.00	.00	.0%
2208101 47100	INTEREST INC- INVEST	-2,846	-2,846	-5,837.11	.00	.00	2,991.11	205.1%
2208101 47110	OTHER INTEREST INCOM	0	0	.00	.00	.00	.00	.0%
2208101 48030	STATE GRANTS	0	0	.00	.00	.00	.00	.0%
2208101 48030	G2102 STATE GRANTS	0	-1,476,101	-1,089,801.35	.00	.00	-386,299.15	73.8%
2208101 48030	G2244 STATE GRANTS	0	-190,794	-99,072.85	.00	.00	-91,720.74	51.9%
2208101 48030	M2102 STATE GRANTS	0	-1,167,112	.00	.00	.00	-1,167,111.80	.0%
2208105 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
TOTAL STATE HOUSING (LHTFP) GRANT		-2,846	-2,836,852	-1,194,711.31	.00	.00	-1,642,140.58	42.1%
TOTAL REVENUES		-2,846	-2,836,852	-1,194,711.31	.00	.00	-1,642,140.58	
230 STATE TRAFFIC CONG RELIEF FUND								
2301001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
2303103 47100	INTEREST INC- INVEST	-4,537	-4,537	-9,095.11	.00	.00	4,558.11	200.5%
2303103 48030	STATE GRANTS	0	0	.00	.00	.00	.00	.0%
TOTAL STATE TRAFFIC CONG RELIEF F		-4,537	-4,537	-9,095.11	.00	.00	4,558.11	200.5%
TOTAL REVENUES		-4,537	-4,537	-9,095.11	.00	.00	4,558.11	
301 CAPITAL OUTLAY FUND								
3011001 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%

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3011001	47110 OTHER INTEREST INCOM	0	0	.00	.00	.00	.00	.0%
3011001	47130 UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
3011001	47900 PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
3011001	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3011201	49300 C2258 TRANSFERS IN	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011201	49300 C2261 TRANSFERS IN	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011405	40400 FRANCHISE FEES	0	0	.00	.00	.00	.00	.0%
3011405	47100 INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
3011405	49300 C2101 TRANSFERS IN	0	-399,207	-12,651.93	.00	.00	-386,555.31	3.2%
3011405	49300 C2301 TRANSFERS IN	0	-40,000	.00	.00	.00	-40,000.00	.0%
3011601	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3011801	49300 C1604 TRANSFERS IN	0	-54,314	.00	.00	.00	-54,314.00	.0%
3011801	49300 C2232 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3011801	49300 C2252 TRANSFERS IN	0	-350	.00	.00	.00	-350.00	.0%
3011801	49300 C2253 TRANSFERS IN	0	-654,128	-3,055.00	.00	.00	-651,072.62	.5%
3011801	49300 C2322 TRANSFERS IN	0	-2,000,000	.00	.00	.00	-2,000,000.00	.0%
3011804	49000 C2034 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
3011804	49300 C2034 TRANSFERS IN	-3,000,000	-3,314,844	-1,791,749.97	.00	.00	-1,523,093.70	54.1%
3011804	49300 C2126 TRANSFERS IN	0	-26,659	-1,562.50	.00	.00	-25,096.84	5.9%
3011804	49300 C2127 TRANSFERS IN	0	-142,478	-4,212.50	.00	.00	-138,265.50	3.0%
3012131	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3012131	49300 C1843 TRANSFERS IN	0	-677	-104.94	.00	.00	-572.54	15.5%
3012131	49300 C1844 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3012131	49300 C2036 TRANSFERS IN	-800,000	-1,172,464	-828.00	.00	.00	-1,171,636.00	.1%
3012131	49300 C2039 TRANSFERS IN	0	-267,442	-13,633.46	.00	.00	-253,808.04	5.1%
3012131	49300 C2257 TRANSFERS IN	0	-4,855,570	-3,241,870.22	.00	.00	-1,613,699.78	66.8%
3012131	49300 C2260 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3012131	49300 C2269 TRANSFERS IN	0	-14,779	-13,175.36	.00	.00	-1,603.30	89.2%
3012131	49300 C2316 TRANSFERS IN	0	-216,921	-150.00	.00	.00	-216,770.56	.1%
3012131	49300 C2318 TRANSFERS IN	0	-107,007	.00	.00	.00	-107,007.00	.0%
3012131	49300 C2319 TRANSFERS IN	0	-99,611	.00	.00	.00	-99,611.00	.0%
3012131	49300 C2324 TRANSFERS IN	0	-152,352	-6,816.43	.00	.00	-145,535.57	4.5%
3012131	49300 C2411 TRANSFERS IN	0	-533,000	-1,110.00	.00	.00	-531,890.00	.2%
3012501	49000 C2040 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
3012501	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3012501	49300 C1702 TRANSFERS IN	0	-3,227,829	-43,684.00	.00	.00	-3,184,145.00	1.4%
3012501	49300 C1845 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3012501	49300 C2037 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3012501	49300 C2038 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3012501	49300 C2040 TRANSFERS IN	-150,000	-481,240	.00	.00	.00	-481,239.94	.0%
3012501	49300 C2128 TRANSFERS IN	0	-1,680	.00	.00	.00	-1,680.00	.0%
3012501	49300 C2202 TRANSFERS IN	0	-495,000	.00	.00	.00	-495,000.00	.0%
3012501	49300 C2203 TRANSFERS IN	0	-1,053,109	.00	.00	.00	-1,053,108.82	.0%
3012501	49300 C2255 TRANSFERS IN	0	-3,518,631	-180,720.00	.00	.00	-3,337,911.00	5.1%

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3012501	49300	C2256	TRANSFERS IN	0	-78,611	.00	.00	.00	-78,611.00	.0%
3012501	49300	C2259	TRANSFERS IN	0	-240	.00	.00	.00	-240.09	.0%
3012501	49300	C2302	TRANSFERS IN	0	-9,538	.00	.00	.00	-9,537.72	.0%
3012501	49300	C2303	TRANSFERS IN	0	-123,076	.00	.00	.00	-123,076.04	.0%
3012501	49300	C2321	TRANSFERS IN	0	-106,269	.00	.00	.00	-106,269.21	.0%
3012501	49300	C2329	TRANSFERS IN	0	-276,396	-276,395.70	.00	.00	.00	100.0%
3012501	49300	C2332	TRANSFERS IN	0	-100,000	.00	.00	.00	-100,000.00	.0%
3012501	49300	C2410	TRANSFERS IN	0	-93,000	.00	.00	.00	-93,000.00	.0%
3012501	49300	C2412	TRANSFERS IN	0	-132,109	.00	.00	.00	-132,109.09	.0%
3012501	49310	C2412	FEDERAL GRANTS-	0	-13,211	.00	.00	.00	-13,210.91	.0%
3012502	49300	C2270	TRANSFERS IN	0	-1,863	.00	.00	.00	-1,862.88	.0%
3013001	49300	C0101	TRANSFERS IN	0	-278,856	.00	.00	.00	-278,856.00	.0%
3013001	49300	C1308	TRANSFERS IN	0	-66,600	.00	.00	.00	-66,600.00	.0%
3013001	49300	C1309	TRANSFERS IN	0	-143,444	.00	.00	.00	-143,444.00	.0%
3013001	49300	C1310	TRANSFERS IN	0	-28,521	.00	.00	.00	-28,521.00	.0%
3013001	49300	C1311	TRANSFERS IN	0	-1,969,109	.00	.00	.00	-1,969,108.97	.0%
3013001	49300	C1401	TRANSFERS IN	0	-195,327	.00	.00	.00	-195,327.00	.0%
3013001	49300	C1403	TRANSFERS IN	0	-377,299	.00	.00	.00	-377,299.00	.0%
3013001	49300	C8801	TRANSFERS IN	0	-32,653	.00	.00	.00	-32,653.00	.0%
3013001	49300	C9001	TRANSFERS IN	0	-161,045	.00	.00	.00	-161,045.00	.0%
3013001	49300	C9401	TRANSFERS IN	0	-277,421	.00	.00	.00	-277,421.00	.0%
3013101	47110	OTHER INTEREST INCOM		0	0	.00	.00	.00	.00	.0%
3013101	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
3013101	49300	C1306	TRANSFERS IN	0	-113,510	-599,519.80	.00	.00	486,009.99	528.2%
3013101	49300	C1307	TRANSFERS IN	0	-622,376	-622,375.89	.00	.00	.00	100.0%
3013101	49300	C1402	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013101	49300	C1501	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013101	49300	C1704	TRANSFERS IN	0	-117,076	-10,800.00	.00	.00	-106,276.30	9.2%
3013101	49300	C1801	TRANSFERS IN	0	-23,784	-330.00	.00	.00	-23,453.50	1.4%
3013101	49300	C1901	TRANSFERS IN	0	-290,371	-84,236.25	.00	.00	-206,134.48	29.0%
3013101	49300	C2002	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013101	49300	C2019	TRANSFERS IN	0	-115,521	-18,095.69	.00	.00	-97,425.52	15.7%
3013101	49300	C2101	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013101	49300	C2106	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013101	49300	C2107	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013101	49300	C2108	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013101	49300	C2109	TRANSFERS IN	0	-1	.00	.00	.00	-.59	.0%
3013101	49300	C2110	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013101	49300	C2111	TRANSFERS IN	0	-681,718	-265,233.56	.00	.00	-416,484.77	38.9%
3013101	49300	C2218	TRANSFERS IN	0	-166,195	.00	.00	.00	-166,195.31	.0%
3013101	49300	C2306	TRANSFERS IN	-500,000	-1,158,000	.00	.00	.00	-1,158,000.00	.0%
3013102	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
3013102	49300	C1301	TRANSFERS IN	0	-4,704,758	-234,428.80	.00	.00	-4,470,329.25	5.0%
3013102	49300	C1302	TRANSFERS IN	0	-974,014	-1,330.49	.00	.00	-972,683.35	.1%

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3013102	49300	C1303	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013102	49300	C1304	TRANSFERS IN	0	-393,889	.00	.00	.00	-393,889.00	.0%
3013102	49300	C1305	TRANSFERS IN	0	-823,301	-69,571.57	.00	.00	-753,729.63	8.5%
3013102	49300	C1306	TRANSFERS IN	0	-1,151,432	.00	.00	.00	-1,151,432.41	.0%
3013102	49300	C1307	TRANSFERS IN	0	-2,256,872	-859,807.18	.00	.00	-1,397,064.82	38.1%
3013102	49300	C1601	TRANSFERS IN	0	-364,411	-3,636.93	.00	.00	-360,774.18	1.0%
3013102	49300	C1602	TRANSFERS IN	0	-61,129	.00	.00	.00	-61,129.00	.0%
3013102	49300	C1703	TRANSFERS IN	0	-2,851,721	-18,708.90	.00	.00	-2,833,012.22	.7%
3013102	49300	C1801	TRANSFERS IN	0	-2,444,215	.00	.00	.00	-2,444,215.00	.0%
3013102	49300	C1802	TRANSFERS IN	0	-76,246	.00	.00	.00	-76,246.06	.0%
3013102	49300	C1808	TRANSFERS IN	0	-421,604	-52.50	.00	.00	-421,551.81	.0%
3013102	49300	C1809	TRANSFERS IN	0	-1,730,688	-47,465.03	.00	.00	-1,683,222.82	2.7%
3013102	49300	C2003	TRANSFERS IN	0	-809,230	.00	.00	.00	-809,230.18	.0%
3013102	49300	C2004	TRANSFERS IN	0	-499,750	.00	.00	.00	-499,750.00	.0%
3013102	49300	C2005	TRANSFERS IN	0	-2,868,000	-65,990.93	.00	.00	-2,802,008.71	2.3%
3013102	49300	C2006	TRANSFERS IN	-1,560,000	-2,411,821	-54,810.73	.00	.00	-2,357,009.77	2.3%
3013102	49300	C2103	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013102	49300	C2204	TRANSFERS IN	0	-980,000	.00	.00	.00	-980,000.00	.0%
3013102	49300	C2206	TRANSFERS IN	0	-2,998,600	-92,745.00	.00	.00	-2,905,855.00	3.1%
3013102	49300	C2207	TRANSFERS IN	0	-125,000	.00	.00	.00	-125,000.00	.0%
3013102	49300	C2208	TRANSFERS IN	0	-12,675	.00	.00	.00	-12,675.00	.0%
3013102	49300	C2211	TRANSFERS IN	0	-607,671	-5,526.25	.00	.00	-602,144.75	.9%
3013102	49300	C2212	TRANSFERS IN	0	-1,679,977	-86,356.83	.00	.00	-1,593,619.76	5.1%
3013102	49300	C2213	TRANSFERS IN	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102	49300	C2254	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013102	49300	C2304	TRANSFERS IN	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102	49300	C2415	TRANSFERS IN -	0	-175,835	.00	.00	.00	-175,834.83	.0%
3013102	49300	C2416	TRANSFERS IN -	0	0	.00	.00	.00	.00	.0%
3013301	49000	TRANSFERS IN (LABOR)	0	0	.00	.00	.00	.00	.00	.0%
3013301	49000	C2239 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.00	.0%
3013301	49000	C2249 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.00	.0%
3013301	49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.00	.0%
3013301	49300	C0501 TRANSFERS IN	0	-13,320	.00	.00	.00	.00	-13,320.00	.0%
3013301	49300	C1312 TRANSFERS IN	0	-20,548	.00	.00	.00	.00	-20,548.00	.0%
3013301	49300	C1313 TRANSFERS IN	-1,115,952	-18,919	.00	.00	.00	.00	-18,919.00	.0%
3013301	49300	C1810 TRANSFERS IN	0	-11,684	-10,807.00	.00	.00	.00	-877.29	92.5%
3013301	49300	C1811 TRANSFERS IN	0	-150,482	.00	.00	.00	.00	-150,482.00	.0%
3013301	49300	C2012 TRANSFERS IN	0	-527,658	-33,122.90	.00	.00	.00	-494,534.60	6.3%
3013301	49300	C2015 TRANSFERS IN	0	0	.00	.00	.00	.00	.00	.0%
3013301	49300	C2017 TRANSFERS IN	0	0	.00	.00	.00	.00	.00	.0%
3013301	49300	C2104 TRANSFERS IN	0	-7,456,263	-198,349.48	.00	.00	.00	-7,257,913.88	2.7%
3013301	49300	C2105 TRANSFERS IN	0	-314,887	-2,842.06	.00	.00	.00	-312,045.19	.9%
3013301	49300	C2217 TRANSFERS IN	0	-999,383	.00	.00	.00	.00	-999,383.00	.0%
3013301	49300	C2219 TRANSFERS IN	0	0	.00	.00	.00	.00	.00	.0%

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3013301	49300	C2220	TRANSFERS IN	-1,000,000	-1,636,209	-20,730.15	.00	.00	-1,615,478.70	1.3%
3013301	49300	C2221	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013301	49300	C2222	TRANSFERS IN	-300,000	-600,000	.00	.00	.00	-600,000.00	.0%
3013301	49300	C2223	TRANSFERS IN	0	-107,951	.00	.00	.00	-107,951.00	.0%
3013301	49300	C2224	TRANSFERS IN	0	-171,751	.00	.00	.00	-171,751.00	.0%
3013301	49300	C2225	TRANSFERS IN	0	-221,251	.00	.00	.00	-221,251.00	.0%
3013301	49300	C2239	TRANSFERS IN	0	-2,979,508	.00	.00	.00	-2,979,508.00	.0%
3013301	49300	C2240	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013301	49300	C2241	TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
3013301	49300	C2244	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013301	49300	C2245	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013301	49300	C2249	TRANSFERS IN	0	-4,422,024	-7,006.42	.00	.00	-4,415,017.71	.2%
3013301	49300	C2305	TRANSFERS IN	-1,000,000	-1,619,400	-11,423.57	.00	.00	-1,607,976.38	.7%
3013301	49300	C2317	TRANSFERS IN	0	-3,326,328	-231,652.00	.00	.00	-3,094,676.01	7.0%
3013301	49300	C2327	TRANSFERS IN	0	-242,062	-3,093.41	.00	.00	-238,968.17	1.3%
3013301	49300	C2328	TRANSFERS IN	0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
3013301	49300	C2333	TRANSFERS IN	0	-7,092,300	.00	.00	.00	-7,092,300.00	.0%
3013301	49300	C2334	TRANSFERS IN	0	-1,215,952	.00	.00	.00	-1,215,952.00	.0%
3013301	49300	C2404	TRANSFERS IN	-425,000	-425,000	.00	.00	.00	-425,000.00	.0%
3013401	47900	PROCEEDS FROM SALE O		0	0	.00	.00	.00	.00	.0%
3013401	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
3013401	49300	C1306	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013401	49300	C1307	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013401	49300	C1501	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013401	49300	C1802	TRANSFERS IN	0	-267,263	.00	.00	.00	-267,263.00	.0%
3013401	49300	C1803	TRANSFERS IN	0	-972,783	-6,058.33	.00	.00	-966,725.00	.6%
3013401	49300	C1804	TRANSFERS IN	0	-51,327	-23,566.50	.00	.00	-27,760.50	45.9%
3013401	49300	C1805	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013401	49300	C2102	TRANSFERS IN	0	-5,634,368	-91,242.46	.00	.00	-5,543,125.65	1.6%
3013401	49300	C2111	TRANSFERS IN	-2,250,000	-136,424	.00	.00	.00	-136,423.68	.0%
3013401	49300	C2205	TRANSFERS IN	-8,000,000	-14,840,392	-470,613.42	.00	.00	-14,369,778.40	3.2%
3013401	49300	C2209	TRANSFERS IN	-10,500,000	-8,847,159	-781,339.65	.00	.00	-8,065,819.35	8.8%
3013401	49300	C2307	TRANSFERS IN	0	-954,232	.00	.00	.00	-954,232.00	.0%
3013401	49300	C2330	TRANSFERS IN	0	-21,239	.00	.00	.00	-21,239.00	.0%
3013502	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
3013502	49300	C2214	TRANSFERS IN	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
3013502	49300	C2215	TRANSFERS IN	0	-363,366	-11,900.00	.00	.00	-351,466.25	3.3%
3013502	49300	C2245	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013502	49300	C2264	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013502	49300	C2265	TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
3013502	49300	C2266	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013502	49300	C2267	TRANSFERS IN	0	-829,498	.00	.00	.00	-829,498.00	.0%
3013502	49300	C2268	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3013502	49300	C2403	TRANSFERS IN	-80,000	-80,000	.00	.00	.00	-80,000.00	.0%

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3013502	49300 C2406 TRANSFERS IN	-1,150,000	-1,150,000	.00	.00	.00	-1,150,000.00	.0%
3013750	47100 INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
3013801	49300 C1901 TRANSFERS IN	0	-153,040	.00	.00	.00	-153,040.00	.0%
3013801	49300 C2015 TRANSFERS IN	0	-216,247	.00	.00	.00	-216,247.00	.0%
3013801	49300 C2016 TRANSFERS IN	0	-155,000	.00	.00	.00	-155,000.00	.0%
3013801	49300 C2017 TRANSFERS IN	0	-469,661	.00	.00	.00	-469,661.00	.0%
3013801	49300 C2219 TRANSFERS IN	0	-434,475	.00	.00	.00	-434,475.00	.0%
3013801	49300 C2221 TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
3013801	49300 C2407 TRANSFERS IN	-75,000	-75,000	.00	.00	.00	-75,000.00	.0%
3015404	49300 C2250 TRANSFERS IN	0	-1,071,500	.00	.00	.00	-1,071,500.00	.0%
3015404	49300 C2314 TRANSFERS IN	0	-450,000	.00	.00	.00	-450,000.00	.0%
3015405	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3015405	49300 C1603 TRANSFERS IN	0	-2,318,484	.00	.00	.00	-2,318,484.00	.0%
3015501	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3015501	49300 C2009 TRANSFERS IN	0	-6,316	.00	.00	.00	-6,316.31	.0%
3015501	49300 C2010 TRANSFERS IN	0	-120,638	-5,699.52	.00	.00	-114,938.78	4.7%
3015501	49300 C2011 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3015501	49300 C2042 TRANSFERS IN	0	-718,844	-10,663.89	.00	.00	-708,180.00	1.5%
3015501	49300 C2216 TRANSFERS IN	0	-3,413,113	-1,025,536.72	.00	.00	-2,387,576.27	30.0%
3015501	49300 C2243 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3015501	49300 C2247 TRANSFERS IN	0	-122,468	-6,135.65	.00	.00	-116,332.64	5.0%
3015501	49300 C2251 TRANSFERS IN	0	-1,489,698	-10,165.00	.00	.00	-1,479,532.82	.7%
3015501	49300 C2262 TRANSFERS IN	0	-346,636	.00	.00	.00	-346,636.24	.0%
3015503	49300 C2008 TRANSFERS IN	0	-35,584	.00	.00	.00	-35,584.00	.0%
3015503	49300 C2320 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3015601	49300 C2043 TRANSFERS IN	0	-1,043,855	-5,316.46	.00	.00	-1,038,538.58	.5%
3015601	49300 C2248 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3018101	49300 C1902 TRANSFERS IN	0	-354,318	.00	.00	.00	-354,317.80	.0%
3018101	49300 C2405 TRANSFERS IN	-764,387	-764,387	.00	.00	.00	-764,387.00	.0%
3018105	49300 C2238 TRANSFERS IN	0	-700,000	.00	.00	.00	-700,000.00	.0%
3018110	49300 C1841 TRANSFERS IN	0	-79,825	.00	.00	.00	-79,824.63	.0%
3018110	49300 C2007 TRANSFERS IN	0	-48,934	.00	.00	.00	-48,934.00	.0%
3018110	49300 C2331 TRANSFERS IN	0	-111,621	.00	.00	.00	-111,621.00	.0%
TOTAL CAPITAL OUTLAY FUND		-32,770,339	-150,179,476	-11,700,006.93	.00	.00	-138,479,469.29	7.8%
TOTAL REVENUES		-32,770,339	-150,179,476	-11,700,006.93	.00	.00	-138,479,469.29	
311 PEG FEES FUND								
3111001	47130 UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
3111405	40400 FRANCHISE FEES	-398,436	-398,436	-168,085.09	-81,574.20	.00	-230,350.91	42.2%
3111405	47100 INTEREST INC- INVEST	-30,090	-30,090	-59,800.59	.00	.00	29,710.59	198.7%

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311	PEG FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL PEG FEES FUND	-428,526	-428,526	-227,885.68	-81,574.20	.00	-200,640.32	53.2%
	TOTAL REVENUES	-428,526	-428,526	-227,885.68	-81,574.20	.00	-200,640.32	
313 2022 LEASE PURCH EQUIP FUND								
3131001	47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
3131001	47110 OTHER INTEREST INCOM	0	0	-55,101.01	.00	.00	55,101.01	100.0%
3131001	47130 UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
3131001	47900 PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
3131001	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3132131	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3132501	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
	TOTAL 2022 LEASE PURCH EQUIP FUND	0	0	-55,101.01	.00	.00	55,101.01	100.0%
	TOTAL REVENUES	0	0	-55,101.01	.00	.00	55,101.01	
314 2014 LEASE REV BOND FUND								
3141001	47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
3141001	47110 OTHER INTEREST INCOM	0	0	-45,665.62	.00	.00	45,665.62	100.0%
3141001	47130 UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
3141001	47900 PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
3141001	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3143101	47110 OTHER INTEREST INCOM	0	0	.00	.00	.00	.00	.0%
3143101	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3143401	47900 PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
3143401	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
	TOTAL 2014 LEASE REV BOND FUND	0	0	-45,665.62	.00	.00	45,665.62	100.0%
	TOTAL REVENUES	0	0	-45,665.62	.00	.00	45,665.62	
315 2006 TAB HERO/SW/ORMOND FUND								
3151001	47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
3151001	47110 OTHER INTEREST INCOM	0	0	-107,935.65	.00	.00	107,935.65	100.0%
3151001	47130 UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
3151001	47900 PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%

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315	2006 TAB HERO/SW/ORMOND FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3151001 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3153101 47110	OTHER INTEREST INCOM	0	0	.00	.00	.00	.00	.0%
3153101 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3153102 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3153401 47900	PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
3153401 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
3155501 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
TOTAL 2006 TAB HERO/SW/ORMOND FUN		0	0	-107,935.65	.00	.00	107,935.65	100.0%
TOTAL REVENUES		0	0	-107,935.65	.00	.00	107,935.65	
316 2019A LEASE REV BOND FUND								
3161001 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
3161001 47110	OTHER INTEREST INCOM	0	0	-73.29	.00	.00	73.29	100.0%
3161001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
3161001 47900	PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
3161001 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
TOTAL 2019A LEASE REV BOND FUND		0	0	-73.29	.00	.00	73.29	100.0%
TOTAL REVENUES		0	0	-73.29	.00	.00	73.29	
320 LOST PUBLIC SECTOR REV FUND								
3201001 49300	TRANSFERS IN	0	-6,926,591	.00	.00	.00	-6,926,590.80	.0%
TOTAL LOST PUBLIC SECTOR REV FUND		0	-6,926,591	.00	.00	.00	-6,926,590.80	.0%
TOTAL REVENUES		0	-6,926,591	.00	.00	.00	-6,926,590.80	
350 DEVELOPMENT IMPACT FEES FUND								
80101001 41030	QUIMBY PARK CAPITAL	0	0	.00	.00	.00	.00	.0%
80101001 47100	INTEREST INC- INVES	-62,919	-62,919	-128,145.63	.00	.00	65,226.63	203.7%
80101001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
80201001 41040	PARK ACQUISITION DE	0	0	-868,626.14	-20,590.32	.00	868,626.14	100.0%
80201001 47100	INTEREST INC- INVES	-5,108	-5,108	-13,966.27	.00	.00	8,858.27	273.4%
80201001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
80301001 47100	INTEREST INC- INVES	-64,519	-64,519	-129,495.12	.00	.00	64,976.12	200.7%

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350	DEVELOPMENT IMPACT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
80301001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
80304102	41010 STORM DRAIN FACIL F	-144,375	-144,375	-104,333.30	-5,751.96	.00	-40,041.70	72.3%
80401001	47000 MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
80401001	47100 INTEREST INC- INVES	-102,101	-102,101	-215,985.22	.00	.00	113,884.22	211.5%
80401001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
80401001	47910 REVENUES IN SUSPENS	0	0	.00	.00	.00	.00	.0%
80404102	41300 TRAFFIC IMPACT FEES	-2,007,045	-2,007,045	-3,302,883.24	-41,608.03	.00	1,295,838.24	164.6%
80501001	41020 GROWTH CAPITAL FEES	-659,500	-659,500	-1,379,623.70	-17,611.32	.00	720,123.70	209.2%
80501001	47100 INTEREST INC- INVES	-9,727	-9,727	-19,378.92	.00	.00	9,651.92	199.2%
80501001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
80501001	49020 TRANSFER IN - INTRA	0	0	.00	.00	.00	.00	.0%
80501001	49020 C1702 TRANSFER IN -	0	-2,503,555	.00	.00	.00	-2,503,555.00	.0%
80501001	49300 C1702 TRANSFERS IN -	0	0	.00	.00	.00	.00	.0%
80551001	47100 INTEREST INC- INVES	-4,893	-4,893	-11,817.87	.00	.00	6,924.87	241.5%
80551001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
80553201	43060 MISC PLANNING FEES	0	0	-391,366.16	-9,996.80	.00	391,366.16	100.0%
80601001	41020 GROWTH CAPITAL FEES	-44,000	-44,000	-164,115.11	.00	.00	120,115.11	373.0%
80601001	47000 MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
80601001	47100 INTEREST INC- INVES	-15,799	-15,799	-31,732.56	.00	.00	15,933.56	200.9%
80601001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
80701001	41050 UTILITY UNDERGROUND	-50,360	-50,360	-16,118.40	-626.40	.00	-34,241.60	32.0%
80701001	47100 INTEREST INC- INVES	-10,764	-10,764	-21,719.31	.00	.00	10,955.31	201.8%
80701001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
80801001	47100 INTEREST INC- INVES	-7,440	-7,440	.00	.00	.00	-7,440.00	.0%
80801001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
80805905	47300 DONATIONS AND CONTR	0	0	-30,761.19	-2,926.77	.00	30,761.19	100.0%
TOTAL DEVELOPMENT IMPACT FEES FUN		-3,188,550	-5,692,105	-6,830,068.14	-99,111.60	.00	1,137,963.14	120.0%
TOTAL REVENUES		-3,188,550	-5,692,105	-6,830,068.14	-99,111.60	.00	1,137,963.14	
360 OTH. DEVPT FEES FUND								
70101001	47100 INTEREST INC- INVES	-9,954	-9,954	-20,743.87	.00	.00	10,789.87	208.4%
70101001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
70101001	47600 PL OFFSITE AIR QUAL	0	0	-76,667.48	.00	.00	76,667.48	100.0%
70104101	47000 MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
70201001	47000 MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
70201001	47130 UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
70202512	41060 CUPA PERM & PLAN CH	-1,100,000	-1,100,000	-1,154,373.55	-10,810.00	.00	54,373.55	104.9%
70202512	41500 OTHER LICENSE & PER	0	0	.00	.00	.00	.00	.0%
70202512	43010 INSPECTION FEES	0	0	.00	.00	.00	.00	.0%
70202512	43050 PLAN CHECK FEES	0	0	.00	.00	.00	.00	.0%

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360	OTH. DEVPT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70202512 43260	MISCELLANEOUS FEES	-11,228	-11,228	-28.00	.00	.00	-11,200.00	.2%
70202512 43260	T0155 MISCELLANEOUS	0	0	-11,732.00	-182.00	.00	11,732.00	100.0%
70202512 47000	MISCELLANEOUS REVEN	0	0	-3,412.64	-234.00	.00	3,412.64	100.0%
70202512 47100	INTEREST INC- INVES	-7,372	-7,372	-24,163.76	.00	.00	16,791.76	327.8%
70202512 47910	REVENUES IN SUSPENS	0	0	.00	.00	.00	.00	.0%
70202512 48300	MISC INTERGOV REVEN	0	0	-79,098.00	-1,008.00	.00	79,098.00	100.0%
70301001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
70302512 43250	MISCELLANEOUS FINES	-10,150	-10,150	.00	.00	.00	-10,150.00	.0%
70302512 47100	INTEREST INC- INVES	-1,693	-1,693	-3,913.73	.00	.00	2,220.73	231.2%
70401001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
70408105 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
70408105 47100	INTEREST INC- INVES	-721	-721	-1,445.26	.00	.00	724.26	200.5%
70408105 47110	OTHER INTEREST INCO	0	0	.00	.00	.00	.00	.0%
70501001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
70508101 43070	AFFORDABLE HOUSING-	0	0	.00	.00	.00	.00	.0%
70508105 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
70508105 47100	INTEREST INC- INVES	-39,279	-39,279	-76,798.79	.00	.00	37,519.79	195.5%
70508105 47110	OTHER INTEREST INCO	0	0	-126,292.15	.00	.00	126,292.15	100.0%
70601001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
70608105 47100	INTEREST INC- INVES	-2,739	-2,739	-5,490.88	.00	.00	2,751.88	200.5%
TOTAL OTH. DEVPT FEES FUND		-1,183,136	-1,183,136	-1,584,160.11	-12,234.00	.00	401,024.11	133.9%
TOTAL REVENUES		-1,183,136	-1,183,136	-1,584,160.11	-12,234.00	.00	401,024.11	
420 HOUSING SUC AGCY FUND								
4201001 42440	PAYMENT IN LIEU OF P	0	0	.00	.00	.00	.00	.0%
4201001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
4208101 47100	INTEREST INC- INVEST	27	27	-44,541.44	.00	.00	44,568.44	*****%
4208101 47110	OTHER INTEREST INCOM	0	0	-24,233.46	.00	.00	24,233.46	100.0%
4208101 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
4208101 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
4208105 49500	PRINCIPAL PAYMENTS R	0	0	-86,387.00	.00	.00	86,387.00	100.0%
TOTAL HOUSING SUC AGCY FUND		27	27	-155,161.90	.00	.00	155,188.90	*****%
TOTAL REVENUES		27	27	-155,161.90	.00	.00	155,188.90	
429 CDC SUCCESSOR AGENCY FUND								
4291421 40150	TAX INCREMENT	0	0	-5,334,128.00	.00	.00	5,334,128.00	100.0%

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429	CDC SUCCESSOR AGENCY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4291421 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
4291421 47110	OTHER INTEREST INCOM	0	0	-145,141.78	.00	.00	145,141.78	100.0%
4291421 47700	OTHER REIMBURSEMENTS	0	0	-5,000.00	.00	.00	5,000.00	100.0%
4298110 47110	OTHER INTEREST INCOM	0	0	.00	.00	.00	.00	.0%
TOTAL CDC SUCCESSOR AGENCY FUND		0	0	-5,484,269.78	.00	.00	5,484,269.78	100.0%
TOTAL REVENUES		0	0	-5,484,269.78	.00	.00	5,484,269.78	
481 DOWNTOWN IMPROVEMENT DISTRICT								
4811001 47100	INTEREST INC- INVEST	-27,433	-27,433	-54,483.74	.00	.00	27,050.74	198.6%
4811001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
TOTAL DOWNTOWN IMPROVEMENT DISTRI		-27,433	-27,433	-54,483.74	.00	.00	27,050.74	198.6%
TOTAL REVENUES		-27,433	-27,433	-54,483.74	.00	.00	27,050.74	
500 BOND ASSESSMENT DISTRICTS								
50001001 46000	SPECIAL ASSMNT REV-	-568,141	0	.00	265,837.91	.00	.00	.0%
50001001 46200	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
50001001 46400	SP.ASSMNT MELLO-ROO	0	0	.00	.00	.00	.00	.0%
50001001 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
50001001 47110	OTHER INTEREST INCO	-213	0	.00	.00	.00	.00	.0%
50001001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
50003801 46000	SPECIAL ASSMNT REV-	0	-568,141	-265,837.91	-265,837.91	.00	-302,303.09	46.8%
50003801 47100	INTEREST INC- INVES	-3,985	-3,985	.00	.00	.00	-3,985.00	.0%
50003801 47110	OTHER INTEREST INCO	0	-213	-4,723.88	.00	.00	4,510.88	2217.8%
50003801 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
50101001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
50103801 47100	INTEREST INC- INVES	-211	-211	.00	.00	.00	-211.00	.0%
50201001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
50203801 47100	INTEREST INC- INVES	-100	-100	.00	.00	.00	-100.00	.0%
50301001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
50303801 47100	INTEREST INC- INVES	-8	-8	.00	.00	.00	-8.00	.0%
50401001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
50403801 47100	INTEREST INC- INVES	-8	-8	.00	.00	.00	-8.00	.0%
50501001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
50503801 46000	SPECIAL ASSMNT REV-	-183,039	-183,039	-94,296.79	.00	.00	-88,742.21	51.5%
50503801 47000	MISCELLANEOUS REVEN	0	0	.00	.00	.00	.00	.0%
50503801 47100	INTEREST INC- INVES	-1,357	-1,357	.00	.00	.00	-1,357.00	.0%

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500	BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50503801 47110	OTHER INTEREST INCO	-2,995	-2,995	-6,750.19	.00	.00	3,755.19	225.4%
50601001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
50603801 46000	SPECIAL ASSMNT REV-	-945,711	-945,711	-442,611.43	.00	.00	-503,099.57	46.8%
50603801 46200	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
50603801 46300	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
50603801 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
50603801 47110	OTHER INTEREST INCO	-133	-133	-8,374.50	.00	.00	8,241.50	6296.6%
50701001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
50703801 46000	SPECIAL ASSMNT REV-	-1,783,572	-1,783,572	-961,609.38	.00	.00	-821,962.62	53.9%
50703801 46300	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
50703801 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
50703801 47110	OTHER INTEREST INCO	0	0	-5,769.41	.00	.00	5,769.41	100.0%
50903801 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
50903801 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
51001001 47130	UNREALIZED GAIN (LO	0	0	.00	.00	.00	.00	.0%
51003801 46300	SPECIAL ASSMNT REV-	0	0	.00	.00	.00	.00	.0%
51003801 46400	SP.ASSMNT MELLO-ROO	-697,329	-697,329	-365,125.05	.00	.00	-332,203.95	52.4%
51003801 47100	INTEREST INC- INVES	0	0	.00	.00	.00	.00	.0%
51003801 47110	OTHER INTEREST INCO	-85	-85	-6,491.94	.00	.00	6,406.94	7637.6%
TOTAL BOND ASSESSMENT DISTRICTS		-4,186,887	-4,186,887	-2,161,590.48	.00	.00	-2,025,296.52	51.6%
TOTAL REVENUES		-4,186,887	-4,186,887	-2,161,590.48	.00	.00	-2,025,296.52	
541 DEVELOPER/OTHER DEPOSITS FUND								
5411001 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
5411001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
5411001 47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5411001 47300	T0019 DONATIONS AND C	0	0	-35,955.00	.00	.00	35,955.00	100.0%
5411501 47500	DEVELOPMENT DEPOSIT	0	0	.00	.00	.00	.00	.0%
5411701 47000	D0102 MISCELLANEOUS R	0	0	-5,640.54	-5,640.54	.00	5,640.54	100.0%
5413101 47500	DEVELOPMENT DEPOSIT	0	0	.00	.00	.00	.00	.0%
5414101 47500	DEVELOPMENT DEPOSIT	0	0	.00	.00	.00	.00	.0%
5414101 47500	D0056 DEVELOPMENT DEP	0	0	.00	.00	.00	.00	.0%
5414101 47500	T0135 DEVELOPMENT DEP	0	0	.00	.00	.00	.00	.0%
5414101 47500	T0137 DEVELOPMENT DEP	0	0	.00	.00	.00	.00	.0%
5414101 47500	T0138 DEVELOPMENT DEP	0	0	.00	.00	.00	.00	.0%
5414101 47500	T0139 DEVELOPMENT DEP	0	-47,036	.00	.00	.00	-47,036.00	.0%
5414101 47500	T0140 DEVELOPMENT DEP	0	0	.00	.00	.00	.00	.0%
5414101 47500	T0141 DEVELOPMENT DEP	0	0	.00	.00	.00	.00	.0%
5414101 47500	T0158 DEVELOPMENT DEP	0	0	.00	.00	.00	.00	.0%
5414101 47500	T0159 DEVELOPMENT DEP	0	0	.00	.00	.00	.00	.0%

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541	DEVELOPER/OTHER DEPOSITS FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5414101	47500	T0163	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414101	47500	T0164	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414101	47500	T0168	DEVELOPMENT DEP		0	-124,676	.00	.00	.00	-124,676.00	.0%
5414101	47500	T0169	DEVELOPMENT DEP		0	-93,553	.00	.00	.00	-93,553.38	.0%
5414102	47100	INTEREST INC- INVEST			0	0	.00	.00	.00	.00	.0%
5414102	47500	DEVELOPMENT DEPOSIT			0	0	.00	.00	.00	.00	.0%
5414102	47500	D0034	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0037	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0040	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0044	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0045	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0048	DEVELOPMENT DEP		0	-116,459	-186,334.80	.00	.00	69,875.55	160.0%
5414102	47500	D0049	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0052	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0053	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0054	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0055	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0056	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0057	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0058	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0092	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0093	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0094	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D0095	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5414102	47500	D9933	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5418101	47500	DEVELOPMENT DEPOSIT			0	0	.00	.00	.00	.00	.0%
5418101	47500	D0059	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5418105	47000	MISCELLANEOUS REVENUE			0	0	-1,291.25	-108.25	.00	1,291.25	100.0%
5418110	47100	INTEREST INC- INVEST			0	0	.00	.00	.00	.00	.0%
5418110	47500	DEVELOPMENT DEPOSIT			0	0	.00	.00	.00	.00	.0%
5418110	47500	D0048	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5418110	47500	D0050	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5418110	47500	D0051	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5418110	47500	D0099	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5418110	47500	D0100	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5418110	47500	T0137	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
5418110	47500	T0138	DEVELOPMENT DEP		0	0	.00	.00	.00	.00	.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU					0	-381,725	-229,221.59	-5,748.79	.00	-152,503.04	60.0%
TOTAL REVENUES					0	-381,725	-229,221.59	-5,748.79	.00	-152,503.04	
542 PAYROLL CLEARING FUND											
5421001	47130	UNREALIZED GAIN (LOS			0	0	.00	.00	.00	.00	.0%

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542	PAYROLL CLEARING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5421001 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
5421001 49000	G2009 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
5421001 49000	M1405 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
TOTAL PAYROLL CLEARING FUND		0	0	.00	.00	.00	.00	.0%
545 HOUSING AUTHORITY PAYROLL FUND								
5451001 49400	HOUSING PAYROLL REIM	0	0	-3,328,451.15	-399,989.25	.00	3,328,451.15	100.0%
5458502 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
TOTAL HOUSING AUTHORITY PAYROLL F		0	0	-3,328,451.15	-399,989.25	.00	3,328,451.15	100.0%
TOTAL REVENUES		0	0	-3,328,451.15	-399,989.25	.00	3,328,451.15	
551 OPD PROPERTY ROOM FUND								
5511001 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
5511001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
TOTAL OPD PROPERTY ROOM FUND		0	0	.00	.00	.00	.00	.0%
561 OXNARD DOWNTOWN MGT DIST FUND								
5611001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
5618110 46100	SPECIAL ASSMNT REV-M	0	0	-184,261.25	.00	.00	184,261.25	100.0%
5618110 47100	INTEREST INC- INVEST	-2,020	-2,020	-2,225.89	.00	.00	205.89	110.2%
TOTAL OXNARD DOWNTOWN MGT DIST FU		-2,020	-2,020	-186,487.14	.00	.00	184,467.14	9232.0%
TOTAL REVENUES		-2,020	-2,020	-186,487.14	.00	.00	184,467.14	
571 CONTRIBUTIONS TRUST FUND								
5711001 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
5711001 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
5711001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
5711001 47300	DONATIONS AND CONTRI	0	0	100.00	.00	.00	-100.00	100.0%

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571	CONTRIBUTIONS TRUST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5711001	47600 PL OFFSITE AIR QUALI	0	0	.00	.00	.00	.00	.0%
5711001	47600 TULIP PL OFFSITE AIR	0	0	-1,633.00	.00	.00	1,633.00	100.0%
5711202	40510 BUSINESS LICENSE - S	0	0	-808.40	-4.00	.00	808.40	100.0%
5711202	40510 D0002 BUSINESS LICENS	0	-42,536	-26,728.00	-3,620.00	.00	-15,808.00	62.8%
5711301	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5711301	47300 D0026 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5711701	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5712131	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5712131	47300 D0005 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5712131	47300 D0006 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5712131	47300 D0007 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5712131	47300 D0009 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5712131	47300 T0012 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5712131	47300 T0013 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5712131	47300 T0015 DONATIONS AND C	0	16,086	27,555.00	17,315.00	.00	-11,469.00	171.3%
5712131	47300 T0143 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5712131	47300 T0147 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5712132	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5712501	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5712501	47300 C2128 DONATIONS AND C	0	-100,000	-100,000.00	.00	.00	.00	100.0%
5712501	47300 D0010 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5713001	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5713101	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5713101	47300 M2201 DONATIONS AND C	0	-1,450,000	-1,250,000.00	.00	.00	-200,000.00	86.2%
5713101	47300 M2219 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5713301	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5714104	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5715401	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5715401	47300 D0019 DONATIONS AND C	0	-1	-1.00	.00	.00	.00	100.0%
5715401	47300 T0130 DONATIONS AND C	0	-672	-1,188.93	-92.64	.00	516.77	176.9%
5715401	47300 T0131 DONATIONS AND C	0	-15,421	-15,420.89	.00	.00	.00	100.0%
5715501	47300 DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
5715501	47300 D0015 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
5715501	47300 T0133 DONATIONS AND C	0	-2,270	-2,269.91	.00	.00	.00	100.0%
5715501	47300 T0145 DONATIONS AND C	0	0	.00	.00	.00	.00	.0%
TOTAL CONTRIBUTIONS TRUST FUND		0	-1,594,814	-1,370,395.13	13,598.36	.00	-224,418.83	85.9%
TOTAL REVENUES		0	-1,594,814	-1,370,395.13	13,598.36	.00	-224,418.83	
586 ENHANCED RETIREMENT PLAN FUND								
5861001	47100 INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%

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586	ENHANCED RETIREMENT PLAN FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5861001 47120	GAIN/LOSS ON SALE OF		0	0	.00	.00	.00	.00	.0%
5861001 47130	UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%
5861001 47400	EMPLOYER CONTRIBUTIO		0	0	.00	.00	.00	.00	.0%
5861001 47410	PLAN MEMBER CONTRIBU		0	0	.00	.00	.00	.00	.0%
TOTAL ENHANCED RETIREMENT PLAN FU			0	0	.00	.00	.00	.00	.0%
601 WATER OPERATING FUND									
6011001 45195	WATER-UTIL RATE ASSI		0	0	.00	.00	.00	.00	.0%
6011001 47130	UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%
6011001 47700	OTHER REIMBURSEMENTS		0	0	.00	.00	.00	.00	.0%
6011001 47800	SALES OF ASSETS		0	0	.00	.00	.00	.00	.0%
6011001 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
6011001 49300 C1804	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
6011001 49300 C2024	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
6011001 49300 C2112	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
6011001 49300 C2228	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
6011001 49999	INTRAFUND ADV OFFSET		0	0	.00	.00	.00	.00	.0%
6013600 43250	MISCELLANEOUS FINES		0	0	.00	.00	.00	.00	.0%
6013600 43270	PENALTIES & FORFEITU		-497,300	-497,300	-383,047.68	-49,760.35	.00	-114,252.32	77.0%
6013600 43400	DAMAGE REIMBURSEMENT		0	0	-82,119.91	.00	.00	82,119.91	100.0%
6013600 45100	WATER CHARGES - RES		-34,530,802	-34,530,802	-22,659,515.28	-2,681,427.83	.00	-11,871,286.72	65.6%
6013600 45110	WATER CHARGES - COMM		-26,737,530	-26,737,530	-14,920,740.84	-1,420,936.00	.00	-11,816,789.16	55.8%
6013600 45120	WATER CHARGES - FIRE		-1,177,126	-1,177,126	-479,822.44	-56,398.56	.00	-697,303.56	40.8%
6013600 45140	WATER - PHWA SVC AGM		-1,248,000	-1,248,000	-621,493.62	-48,437.69	.00	-626,506.38	49.8%
6013600 45150	WATER - MISC SERVICE		-632,320	-632,320	-349,988.64	-45,755.00	.00	-282,331.36	55.3%
6013600 45160	WATER-CROSS CONTAM P		0	0	.00	.00	.00	.00	.0%
6013600 45190	WATER - OTHER REVENU		-144,530	-144,530	-210,334.97	-14,870.00	.00	65,804.97	145.5%
6013600 47000	MISCELLANEOUS REVENU		-27,000	-27,000	-64,650.50	.00	.00	37,650.50	239.4%
6013600 47100	INTEREST INC- INVEST		-146,381	-146,381	-292,318.23	.00	.00	145,937.23	199.7%
6013600 47110	OTHER INTEREST INCOM		-58,700	-58,700	-395,247.82	.00	.00	336,547.82	673.3%
6013600 47200	BETTER AMERICA BOND		-2,067,894	-2,067,894	-932,694.62	.00	.00	-1,135,199.32	45.1%
6013600 47700	OTHER REIMBURSEMENTS		0	0	.00	.00	.00	.00	.0%
6013600 47900	PROCEEDS FROM SALE O		0	0	.00	.00	.00	.00	.0%
6013600 49000	TRANSFERS IN (CITY L		-132,739	-132,739	.00	.00	.00	-132,739.00	.0%
6013600 49000 C1001	TRANSFERS IN (C		0	0	.00	.00	.00	.00	.0%
6013600 49000 C1101	TRANSFERS IN (C		0	0	.00	.00	.00	.00	.0%
6013600 49000 C1305	TRANSFERS IN (L		0	0	-146.23	.00	.00	146.23	100.0%
6013600 49000 C1306	TRANSFERS IN (L		0	0	-48,991.24	-5,986.27	.00	48,991.24	100.0%
6013600 49000 C1307	TRANSFERS IN (L		0	0	-16,554.38	-2,410.09	.00	16,554.38	100.0%
6013600 49000 C1311	TRANSFERS IN (C		0	0	.00	.00	.00	.00	.0%

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601	WATER OPERATING FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600	49000	C1402	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C1703	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C1803	TRANSFERS	IN (C	0	0	-3,700.42	-542.22	.00	3,700.42	100.0%
6013600	49000	C1804	TRANSFERS	IN (C	0	0	-20,345.78	-1,821.11	.00	20,345.78	100.0%
6013600	49000	C1806	TRANSFERS	IN (C	0	0	-3,419.01	-287.10	.00	3,419.01	100.0%
6013600	49000	C1808	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C1809	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C1810	TRANSFERS	IN (C	0	0	-3,649.11	.00	.00	3,649.11	100.0%
6013600	49000	C1812	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C1813	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2005	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2010	TRANSFERS	IN (C	0	0	-116.68	.00	.00	116.68	100.0%
6013600	49000	C2019	TRANSFERS	IN (C	0	0	-5,313.31	.00	.00	5,313.31	100.0%
6013600	49000	C2021	TRANSFERS	IN (C	0	0	-9,560.86	-3,179.93	.00	9,560.86	100.0%
6013600	49000	C2022	TRANSFERS	IN (C	0	0	-19,474.57	-3,670.37	.00	19,474.57	100.0%
6013600	49000	C2024	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2025	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2026	TRANSFERS	IN (C	0	0	-2,357.20	.00	.00	2,357.20	100.0%
6013600	49000	C2027	TRANSFERS	IN (C	0	0	-1,241.66	-262.84	.00	1,241.66	100.0%
6013600	49000	C2029	TRANSFERS	IN (C	0	0	-4,279.07	.00	.00	4,279.07	100.0%
6013600	49000	C2039	TRANSFERS	IN (C	0	0	-226.91	.00	.00	226.91	100.0%
6013600	49000	C2042	TRANSFERS	IN (L	0	0	-3,687.77	-131.42	.00	3,687.77	100.0%
6013600	49000	C2043	TRANSFERS	IN (C	0	0	-2,719.27	-262.83	.00	2,719.27	100.0%
6013600	49000	C2101	TRANSFERS	IN (C	0	0	-3,704.12	.00	.00	3,704.12	100.0%
6013600	49000	C2102	TRANSFERS	IN (C	0	0	-17,265.55	-3,120.94	.00	17,265.55	100.0%
6013600	49000	C2104	TRANSFERS	IN (C	0	0	-3,409.39	.00	.00	3,409.39	100.0%
6013600	49000	C2105	TRANSFERS	IN (L	0	0	-1,040.36	.00	.00	1,040.36	100.0%
6013600	49000	C2107	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2108	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2109	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2111	TRANSFERS	IN (C	0	0	-1,141.08	.00	.00	1,141.08	100.0%
6013600	49000	C2112	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2115	TRANSFERS	IN (C	0	0	-4,066.16	.00	.00	4,066.16	100.0%
6013600	49000	C2118	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2122	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2124	TRANSFERS	IN (C	0	0	-17,643.54	-1,562.76	.00	17,643.54	100.0%
6013600	49000	C2201	TRANSFERS	IN (C	0	0	-40,137.45	-4,454.91	.00	40,137.45	100.0%
6013600	49000	C2205	TRANSFERS	IN (C	0	0	-20,384.70	-4,820.06	.00	20,384.70	100.0%
6013600	49000	C2209	TRANSFERS	IN (C	0	0	-25,535.44	-720.11	.00	25,535.44	100.0%
6013600	49000	C2214	TRANSFERS	IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2216	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2218	TRANSFERS	IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2220	TRANSFERS	IN (C	0	0	-9,218.00	-1,192.82	.00	9,218.00	100.0%
6013600	49000	C2226	TRANSFERS	IN (C	0	0	-1,886.26	.00	.00	1,886.26	100.0%

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601	WATER OPERATING FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600	49000	C2227	TRANSFERS IN (C	0	0	-4,968.10	.00	.00	4,968.10	100.0%
6013600	49000	C2228	TRANSFERS IN (C	0	0	-938.74	.00	.00	938.74	100.0%
6013600	49000	C2229	TRANSFERS IN (C	0	0	-1,814.42	.00	.00	1,814.42	100.0%
6013600	49000	C2230	TRANSFERS IN (C	0	0	-45,344.88	.00	.00	45,344.88	100.0%
6013600	49000	C2231	TRANSFERS IN (C	0	0	-1,014.31	-262.84	.00	1,014.31	100.0%
6013600	49000	C2232	TRANSFERS IN (C	0	0	-3,138.06	.00	.00	3,138.06	100.0%
6013600	49000	C2234	TRANSFERS IN (L	0	0	-471.76	.00	.00	471.76	100.0%
6013600	49000	C2248	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2249	TRANSFERS IN (C	0	0	-2,644.87	-262.84	.00	2,644.87	100.0%
6013600	49000	C2251	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2255	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2305	TRANSFERS IN (C	0	0	-1,091.58	-131.42	.00	1,091.58	100.0%
6013600	49000	C2306	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2309	TRANSFERS IN (L	0	0	-942.85	.00	.00	942.85	100.0%
6013600	49000	C2310	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49000	C2313	TRANSFERS IN (L	0	0	-2,202.24	-394.41	.00	2,202.24	100.0%
6013600	49000	G2206	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	G2221	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6013600	49000	M2210	TRANSFERS IN (C	0	0	-1,199.32	-262.83	.00	1,199.32	100.0%
6013600	49000	M2217	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6013600	49160	TRANSFERS IN - IUF		0	-2,274,994	-1,885,446.25	.00	.00	-389,547.25	82.9%
6013600	49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
6013600	49500	PRINCIPAL PAYMENTS R		-144,647	-144,647	-144,646.56	.00	.00	-.44	100.0%
6013600	49510	INTEREST PAYMENTS -		-14,694	-14,694	-14,693.50	.00	.00	-.50	100.0%
6013602	47000	MISCELLANEOUS REVENU		0	0	-8,850.00	-1,500.00	.00	8,850.00	100.0%
6013602	49000	C2022	TRANSFERS IN (L	0	0	-954.72	.00	.00	954.72	100.0%
6013603	45150	WATER - MISC SERVICE		0	0	.00	.00	.00	.00	.0%
6013603	49000	C1306	TRANSFERS IN (L	0	0	-6,345.90	.00	.00	6,345.90	100.0%
6013603	49000	C2021	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6013603	49000	C2022	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6013604	49000	C2022	TRANSFERS IN (L	0	0	-11,302.45	-1,335.69	.00	11,302.45	100.0%
6013604	49000	C2227	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6013604	49000	C2228	TRANSFERS IN (L	0	0	-273.82	.00	.00	273.82	100.0%
6013605	45130	WATER - RECYCLED WAT		-284,414	-284,414	-449,845.67	-33,749.33	.00	165,431.67	158.2%
6013605	45135	RECYCLE WATER INCEN		0	0	.00	.00	.00	.00	.0%
6013605	49000	TRANSFERS IN (CITY L		0	0	.00	.00	.00	.00	.0%
TOTAL WATER OPERATING FUND				-67,844,077	-70,119,070	-44,271,320.07	-4,389,910.57	.00	-25,847,750.37	63.1%
TOTAL REVENUES				-67,844,077	-70,119,070	-44,271,320.07	-4,389,910.57	.00	-25,847,750.37	
602 WATER CIP FUND										
6021001	47130	UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%

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602	WATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6023600	47100 INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
6023600	47900 PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
6023600	49000 C1101 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6023600	49300 C1001 TRANSFERS IN	0	-12,062,741	-152,157.50	.00	.00	-11,910,583.22	1.3%
6023600	49300 C1101 TRANSFERS IN	0	-12,959	-826.30	.00	.00	-12,132.72	6.4%
6023600	49300 C1501 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6023600	49300 C1803 TRANSFERS IN	0	-66,000	.00	.00	.00	-66,000.00	.0%
6023600	49300 C1804 TRANSFERS IN	0	-464,720	-32,386.81	.00	.00	-432,333.65	7.0%
6023600	49300 C1805 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6023600	49300 C1806 TRANSFERS IN	0	-112,237	-5,941.14	.00	.00	-106,295.90	5.3%
6023600	49300 C1812 TRANSFERS IN	0	-195,775	.00	.00	.00	-195,775.26	.0%
6023600	49300 C2021 TRANSFERS IN	0	-3,155,082	-86,469.38	.00	.00	-3,068,612.42	2.7%
6023600	49300 C2022 TRANSFERS IN	0	-18,748,860	-3,937,870.00	.00	.00	-14,810,990.38	21.0%
6023600	49300 C2023 TRANSFERS IN	0	-990,653	.00	.00	.00	-990,653.00	.0%
6023600	49300 C2024 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6023600	49300 C2025 TRANSFERS IN	0	-648,928	.00	.00	.00	-648,927.84	.0%
6023600	49300 C2026 TRANSFERS IN	0	-849,609	-7,601.70	.00	.00	-842,007.18	.9%
6023600	49300 C2112 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6023600	49300 C2113 TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
6023600	49300 C2114 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6023600	49300 C2115 TRANSFERS IN	0	-739,487	-98,235.54	.00	.00	-641,251.63	13.3%
6023600	49300 C2218 TRANSFERS IN	0	-300,000	.00	.00	.00	-300,000.00	.0%
6023600	49300 C2226 TRANSFERS IN	0	-906,899	-67,978.02	.00	.00	-838,920.62	7.5%
6023600	49300 C2227 TRANSFERS IN	0	-244,805	-3,351.31	.00	.00	-241,454.04	1.4%
6023600	49300 C2228 TRANSFERS IN	0	-586,513	-45,380.39	.00	.00	-541,132.37	7.7%
6023600	49300 C2229 TRANSFERS IN	0	-479,365	-3,628.35	.00	.00	-475,736.85	.8%
6023600	49300 C2230 TRANSFERS IN	0	-778,431	-272,105.86	.00	.00	-506,324.77	35.0%
6023600	49300 C2231 TRANSFERS IN	0	-199,063	-1,121.73	.00	.00	-197,940.77	.6%
6023600	49300 C2263 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6023600	49300 C2308 TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
6023600	49300 C2401 TRANSFERS IN	0	-650,000	-168,440.00	.00	.00	-481,560.00	25.9%
6023607	49300 C2022 TRANSFERS IN	0	-9,393	.00	.00	.00	-9,393.00	.0%
6023607	49300 C2027 TRANSFERS IN	0	-756,281	-2,878.64	.00	.00	-753,402.67	.4%
TOTAL WATER CIP FUND		0	-43,957,801	-4,886,372.67	.00	.00	-39,071,428.29	11.1%
TOTAL REVENUES		0	-43,957,801	-4,886,372.67	.00	.00	-39,071,428.29	
603 WATER DEVLPMT IMPACT FEES FUND								
6031001	47130 UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
6031001	49999 INTRAFUND ADV OFFSET	0	0	.00	.00	.00	.00	.0%
6033600	45170 WATER-CAPITAL FAC CH	0	0	.00	.00	.00	.00	.0%

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603	WATER DEVL	PMT IMPACT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6033600 45180	WATER-RESOURCE DEV F		-600,000	-600,000	-603,029.00	-25,128.00	.00	3,029.00	100.5%
6033600 47000	C1001 MISCELLANEOUS R		0	0	.00	.00	.00	.00	.0%
6033600 47100	INTEREST INC- INVEST		-117,350	-117,350	-240,125.49	.00	.00	122,775.49	204.6%
6033600 49500	PRINCIPAL PAYMENTS R		0	0	.00	.00	.00	.00	.0%
6033600 49510	INTEREST PAYMENTS -		0	0	.00	.00	.00	.00	.0%
TOTAL WATER DEVL PMT IMPACT FEES F			-717,350	-717,350	-843,154.49	-25,128.00	.00	125,804.49	117.5%
TOTAL REVENUES			-717,350	-717,350	-843,154.49	-25,128.00	.00	125,804.49	
605 WATER CAP FACILITY FUND									
6051001 47130	UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%
6051001 49999	INTRAFUND ADV OFFSET		0	0	.00	.00	.00	.00	.0%
6053600 45170	WATER-CAPITAL FAC CH		-67,471	-67,471	-76,399.00	-3,069.00	.00	8,928.00	113.2%
6053600 45180	WATER-RESOURCE DEV F		0	0	.00	.00	.00	.00	.0%
6053600 47100	INTEREST INC- INVEST		-10,137	-10,137	-20,808.34	.00	.00	10,671.34	205.3%
6053600 49500	PRINCIPAL PAYMENTS R		0	0	.00	.00	.00	.00	.0%
6053600 49510	INTEREST PAYMENTS -		0	0	.00	.00	.00	.00	.0%
TOTAL WATER CAP FACILITY FUND			-77,608	-77,608	-97,207.34	-3,069.00	.00	19,599.34	125.3%
TOTAL REVENUES			-77,608	-77,608	-97,207.34	-3,069.00	.00	19,599.34	
606 WATER RESOURCE FEE FUND									
6061001 45195	WATER-UTIL RATE ASSI		0	0	.00	.00	.00	.00	.0%
6061001 47130	UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%
6061001 47700	OTHER REIMBURSEMENTS		0	0	.00	.00	.00	.00	.0%
6061001 47800	SALES OF ASSETS		0	0	.00	.00	.00	.00	.0%
6061001 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
6061001 49999	INTRAFUND ADV OFFSET		0	0	.00	.00	.00	.00	.0%
6063600 45190	WATER - OTHER REVENU		-241,820	-241,820	.00	.00	.00	-241,820.00	.0%
6063600 47100	INTEREST INC- INVEST		-10,990	-10,990	-24,721.30	.00	.00	13,731.30	224.9%
TOTAL WATER RESOURCE FEE FUND			-252,810	-252,810	-24,721.30	.00	.00	-228,088.70	9.8%
TOTAL REVENUES			-252,810	-252,810	-24,721.30	.00	.00	-228,088.70	
607 WATER BOND 2021 (2004) FUND									
6073600 47900	PROCEEDS FROM SALE O		0	-1,350,000	.00	.00	.00	-1,350,000.00	.0%

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607	WATER BOND 2021 (2004) FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL WATER BOND 2021 (2004) FUND	0	-1,350,000	.00	.00	.00	-1,350,000.00	.0%
	TOTAL REVENUES	0	-1,350,000	.00	.00	.00	-1,350,000.00	
608 WATER SECURITY-CONT PREV FUND								
6081001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
6081001 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
6083607 45150	WATER - MISC SERVICE	-684,563	-684,563	-5,501.27	-865.53	.00	-679,061.73	.8%
6083607 45160	WATER-CROSS CONTAM P	-328,813	-328,813	-261,684.00	-22,061.00	.00	-67,129.00	79.6%
6083607 47100	INTEREST INC- INVEST	-9,259	-9,259	-17,638.24	.00	.00	8,379.24	190.5%
	TOTAL WATER SECURITY-CONT PREV FU	-1,022,635	-1,022,635	-284,823.51	-22,926.53	.00	-737,811.49	27.9%
	TOTAL REVENUES	-1,022,635	-1,022,635	-284,823.51	-22,926.53	.00	-737,811.49	
609 WATER BOND 2021A REV BOND FUND								
6091001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
6093600 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
6093600 47900	PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
	TOTAL WATER BOND 2021A REV BOND F	0	0	.00	.00	.00	.00	.0%
611 WASTEWATER OPERATING FUND								
6111001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
6111001 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
6111001 47800	SALES OF ASSETS	-25,000	-25,000	.00	.00	.00	-25,000.00	.0%
6111001 49999	INTRAFUND ADV OFFSET	0	0	.00	.00	.00	.00	.0%
6113610 43270	PENALTIES & FORFEITU	-439,000	-439,000	-274,529.96	-32,385.37	.00	-164,470.04	62.5%
6113610 43400	DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
6113610 45200	SEWER CHARGES - RES	-23,407,211	-23,407,211	-14,934,721.95	-1,808,290.02	.00	-8,472,489.05	63.8%
6113610 45210	SEWER CHARGES - RES	-7,662,668	-7,662,668	-5,024,080.57	-620,393.34	.00	-2,638,587.43	65.6%
6113610 45220	SEWER CHARGES - COMM	-5,350,424	-5,350,424	-3,385,700.50	-389,899.49	.00	-1,964,723.50	63.3%
6113610 45230	SEWER CHARGES - INDU	-5,509,149	-5,509,149	-3,607,017.00	-319,598.74	.00	-1,902,132.00	65.5%
6113610 45240	SEWER CHARGES-OUTSID	-570,000	-570,000	-258,544.59	.00	.00	-311,455.41	45.4%
6113610 45250	SEWER CODE ENFORCEME	-80,000	-80,000	-30,150.00	-700.00	.00	-49,850.00	37.7%
6113610 47000	MISCELLANEOUS REVENU	0	0	-1,073.12	-235.71	.00	1,073.12	100.0%

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611	WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6113610	47100 INTEREST INC- INVEST	-431,401	-431,401	-810,547.78	.00	.00	379,146.78	187.9%
6113610	47110 OTHER INTEREST INCOM	0	0	-6,229.60	.00	.00	6,229.60	100.0%
6113610	47800 SALES OF ASSETS	0	0	-38,366.50	.00	.00	38,366.50	100.0%
6113610	49000 TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
6113610	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6113611	49000 TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
6113612	45250 SEWER CODE ENFORCEME	-134,000	-134,000	-247,270.73	-131.61	.00	113,270.73	184.5%
6113612	45260 DISCHARGE PERMIT-WW	-118,537	-118,537	-13,875.45	-800.00	.00	-104,661.55	11.7%
6113612	47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
6113613	43400 DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
6113613	47000 MISCELLANEOUS REVENU	0	0	-721.48	.00	.00	721.48	100.0%
6113613	49000 TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
6113613	49160 TRANSFERS IN - IUF	-1,423,488	-1,423,488	-1,064,322.75	.00	.00	-359,165.25	74.8%
6113613	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6113614	45240 SEWER CHARGES-OUTSID	-2,393,520	-2,393,520	-1,246,369.81	-337,850.03	.00	-1,147,150.19	52.1%
6113614	45250 SEWER CODE ENFORCEME	0	0	.00	.00	.00	.00	.0%
6113614	45270 WW LABORATORY SERVIC	-6,880	-6,880	-5,240.00	.00	.00	-1,640.00	76.2%
6113614	47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
6113614	47100 INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
6113614	47700 OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
6113614	47800 SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
6113614	49000 TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1001 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1101 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1305 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1306 TRANSFERS IN (L	0	0	-16,185.84	-1,319.38	.00	16,185.84	100.0%
6113614	49000 C1307 TRANSFERS IN (L	0	0	-16,067.07	-2,339.06	.00	16,067.07	100.0%
6113614	49000 C1311 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1402 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1703 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1803 TRANSFERS IN (L	0	0	-3,700.26	-542.16	.00	3,700.26	100.0%
6113614	49000 C1804 TRANSFERS IN (C	0	0	-20,344.41	-1,821.10	.00	20,344.41	100.0%
6113614	49000 C1806 TRANSFERS IN (C	0	0	-3,418.82	-287.03	.00	3,418.82	100.0%
6113614	49000 C1808 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1809 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1810 TRANSFERS IN (C	0	0	-3,541.62	.00	.00	3,541.62	100.0%
6113614	49000 C1812 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000 C1813 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000 C2010 TRANSFERS IN (C	0	0	-113.10	.00	.00	113.10	100.0%
6113614	49000 C2019 TRANSFERS IN (C	0	0	-5,156.97	.00	.00	5,156.97	100.0%
6113614	49000 C2021 TRANSFERS IN (C	0	0	-8,438.14	-3,144.63	.00	8,438.14	100.0%
6113614	49000 C2022 TRANSFERS IN (C	0	0	-17,440.73	-3,670.36	.00	17,440.73	100.0%
6113614	49000 C2024 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000 C2025 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%

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6113614	49000	C2026	TRANSFERS IN (C	0	0	-2,357.00	.00	.00	2,357.00	100.0%
6113614	49000	C2027	TRANSFERS IN (C	0	0	-1,205.17	-255.28	.00	1,205.17	100.0%
6113614	49000	C2029	TRANSFERS IN (C	0	0	-4,278.64	.00	.00	4,278.64	100.0%
6113614	49000	C2039	TRANSFERS IN (C	0	0	-220.21	.00	.00	220.21	100.0%
6113614	49000	C2042	TRANSFERS IN (L	0	0	-3,579.46	-127.64	.00	3,579.46	100.0%
6113614	49000	C2043	TRANSFERS IN (C	0	0	-2,639.48	-255.14	.00	2,639.48	100.0%
6113614	49000	C2101	TRANSFERS IN (C	0	0	-3,595.19	.00	.00	3,595.19	100.0%
6113614	49000	C2102	TRANSFERS IN (L	0	0	-16,781.76	-3,045.75	.00	16,781.76	100.0%
6113614	49000	C2104	TRANSFERS IN (C	0	0	-3,309.19	.00	.00	3,309.19	100.0%
6113614	49000	C2105	TRANSFERS IN (L	0	0	-1,010.10	.00	.00	1,010.10	100.0%
6113614	49000	C2107	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2108	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2109	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2111	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2112	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2115	TRANSFERS IN (L	0	0	-942.68	.00	.00	942.68	100.0%
6113614	49000	C2118	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2122	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2124	TRANSFERS IN (C	0	0	-12,444.43	-1,516.91	.00	12,444.43	100.0%
6113614	49000	C2201	TRANSFERS IN (C	0	0	-62,966.77	-4,364.10	.00	62,966.77	100.0%
6113614	49000	C2205	TRANSFERS IN (C	0	0	-13,554.10	-957.84	.00	13,554.10	100.0%
6113614	49000	C2209	TRANSFERS IN (C	0	0	-18,008.05	-720.10	.00	18,008.05	100.0%
6113614	49000	C2216	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2218	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2220	TRANSFERS IN (C	0	0	-8,947.51	-1,157.90	.00	8,947.51	100.0%
6113614	49000	C2226	TRANSFERS IN (C	0	0	-1,885.62	.00	.00	1,885.62	100.0%
6113614	49000	C2227	TRANSFERS IN (C	0	0	-650.48	.00	.00	650.48	100.0%
6113614	49000	C2228	TRANSFERS IN (C	0	0	-650.48	.00	.00	650.48	100.0%
6113614	49000	C2229	TRANSFERS IN (C	0	0	-1,813.93	.00	.00	1,813.93	100.0%
6113614	49000	C2230	TRANSFERS IN (C	0	0	-2,366.48	.00	.00	2,366.48	100.0%
6113614	49000	C2231	TRANSFERS IN (C	0	0	-625.54	-255.28	.00	625.54	100.0%
6113614	49000	C2232	TRANSFERS IN (C	0	0	-2,817.19	.00	.00	2,817.19	100.0%
6113614	49000	C2234	TRANSFERS IN (L	0	0	-471.60	.00	.00	471.60	100.0%
6113614	49000	C2248	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2249	TRANSFERS IN (C	0	0	-2,567.47	-255.28	.00	2,567.47	100.0%
6113614	49000	C2251	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2255	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2305	TRANSFERS IN (C	0	0	-1,059.99	-127.64	.00	1,059.99	100.0%
6113614	49000	C2309	TRANSFERS IN (L	0	0	-942.83	.00	.00	942.83	100.0%
6113614	49000	C2310	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49000	C2313	TRANSFERS IN (L	0	0	-2,137.12	-382.80	.00	2,137.12	100.0%
6113614	49000	G2206	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000	G2221	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113614	49000	M2210	TRANSFERS IN (C	0	0	-1,163.95	-255.14	.00	1,163.95	100.0%

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6113614	49000 M2217 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113614	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6113615	47000 MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
6113615	49000 TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
6113615	49000 C1305 TRANSFERS IN (L	0	0	-141.96	.00	.00	141.96	100.0%
6113615	49000 C1306 TRANSFERS IN (L	0	0	-32,289.95	-4,626.77	.00	32,289.95	100.0%
6113615	49000 C1703 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113615	49000 C1803 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113615	49000 C1804 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113615	49000 C2019 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113615	49000 C2102 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113615	49000 C2111 TRANSFERS IN (C	0	0	-1,115.24	.00	.00	1,115.24	100.0%
6113615	49000 C2124 TRANSFERS IN (L	0	0	-4,827.19	.00	.00	4,827.19	100.0%
6113615	49000 C2205 TRANSFERS IN (L	0	0	-6,693.30	-3,782.94	.00	6,693.30	100.0%
6113615	49000 C2209 TRANSFERS IN (L	0	0	-7,290.44	.00	.00	7,290.44	100.0%
6113615	49000 C2216 TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6113615	49000 C2305 TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6113615	49160 TRANSFERS IN - IUUF	-1,423,488	-1,423,488	-1,064,322.75	.00	.00	-359,165.25	74.8%
6113615	49300 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6113616	47100 INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
TOTAL WASTEWATER OPERATING FUND		-48,974,766	-48,974,766	-32,334,842.00	-3,545,494.54	.00	-16,639,924.00	66.0%
TOTAL REVENUES		-48,974,766	-48,974,766	-32,334,842.00	-3,545,494.54	.00	-16,639,924.00	
612 WASTEWATER CIP FUND								
6121001	47900 PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
6123610	49300 C1814 TRANSFERS IN	-3,000,000	-6,754,194	-85,509.51	.00	.00	-6,668,684.70	1.3%
6123610	49300 C1815 TRANSFERS IN	0	-142,101	.00	.00	.00	-142,101.00	.0%
6123610	49300 C1816 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6123610	49300 C1817 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6123610	49300 C1818 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6123610	49300 C1819 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6123610	49300 C1820 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6123610	49300 C2028 TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6123610	49300 C2029 TRANSFERS IN	0	-2,988,592	-316,641.37	.00	.00	-2,671,950.60	10.6%
6123610	49300 C2035 TRANSFERS IN	0	-2,720,000	.00	.00	.00	-2,720,000.00	.0%
6123610	49300 C2116 TRANSFERS IN	0	-909,527	.00	.00	.00	-909,527.00	.0%
6123610	49300 C2117 TRANSFERS IN	0	-244,823	.00	.00	.00	-244,822.50	.0%
6123610	49300 C2118 TRANSFERS IN	0	-3,976,500	-82,660.00	.00	.00	-3,893,840.09	2.1%
6123610	49300 C2119 TRANSFERS IN	0	-400,000	.00	.00	.00	-400,000.00	.0%
6123610	49300 C2120 TRANSFERS IN	0	-3,172,514	.00	.00	.00	-3,172,514.00	.0%

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612	WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6123610 49300 C2121 TRANSFERS IN		0	-500,000	.00	.00	.00	-500,000.00	.0%
6123610 49300 C2201 TRANSFERS IN		0	-57,401,048	-3,723,152.49	.00	.00	-53,677,895.45	6.5%
6123610 49300 C2218 TRANSFERS IN		0	-278,599	.00	.00	.00	-278,599.29	.0%
6123610 49300 C2232 TRANSFERS IN		-2,300,000	-5,830,807	-219,419.13	.00	.00	-5,611,387.93	3.8%
6123610 49300 C2234 TRANSFERS IN		0	-806,512	-943.36	.00	.00	-805,568.38	.1%
6123610 49300 C2235 TRANSFERS IN		-6,000,000	-7,249,284	.00	.00	.00	-7,249,284.00	.0%
6123610 49300 C2236 TRANSFERS IN		0	-3,350,000	.00	.00	.00	-3,350,000.00	.0%
6123610 49300 C2309 TRANSFERS IN		-750,000	-1,414,608	-78,206.60	.00	.00	-1,336,401.58	5.5%
6123610 49300 C2310 TRANSFERS IN		-1,250,000	-1,487,944	-3,951.25	.00	.00	-1,483,993.23	.3%
6123610 49300 C2311 TRANSFERS IN		-400,000	-500,000	.00	.00	.00	-500,000.00	.0%
6123610 49300 C2402 TRANSFERS IN		0	-948,477	.00	.00	.00	-948,477.00	.0%
6123610 49300 C2408 TRANSFERS IN		-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
6123610 49300 C2409 TRANSFERS IN		-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
6123616 49300 C2030 TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
6123616 49300 C2201 TRANSFERS IN		0	-1,892,299	.00	.00	.00	-1,892,299.00	.0%
TOTAL WASTEWATER CIP FUND		-13,900,000	-103,167,829	-4,510,483.71	.00	.00	-98,657,345.75	4.4%
TOTAL REVENUES		-13,900,000	-103,167,829	-4,510,483.71	.00	.00	-98,657,345.75	
613 WASTEWATER CONNECTION FEE FUND								
6131001 47130 UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%
6133610 45280 SEWER CONNECTION FEE		-1,350,000	-1,350,000	-2,046,903.24	-30,580.32	.00	696,903.24	151.6%
6133610 47100 INTEREST INC- INVEST		-81,033	-81,033	-172,444.70	.00	.00	91,411.70	212.8%
TOTAL WASTEWATER CONNECTION FEE F		-1,431,033	-1,431,033	-2,219,347.94	-30,580.32	.00	788,314.94	155.1%
TOTAL REVENUES		-1,431,033	-1,431,033	-2,219,347.94	-30,580.32	.00	788,314.94	
617 WASTEWATER BOND FUNDED CIP								
6171001 47900 PROCEEDS FROM SALE O		0	-64,182,739	.00	.00	.00	-64,182,738.89	.0%
TOTAL WASTEWATER BOND FUNDED CIP		0	-64,182,739	.00	.00	.00	-64,182,738.89	.0%
TOTAL REVENUES		0	-64,182,739	.00	.00	.00	-64,182,738.89	
628 WASTEWATER SEC-CONT PREV FUND								
6281001 47130 UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%

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628	WASTEWATER SEC-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6283616 47100	INTEREST INC- INVEST	-11,667	-11,667	3,239.54	.00	.00	-14,906.54	-27.8%
	TOTAL WASTEWATER SEC-CONT PREV FU	-11,667	-11,667	3,239.54	.00	.00	-14,906.54	-27.8%
	TOTAL REVENUES	-11,667	-11,667	3,239.54	.00	.00	-14,906.54	
631 SOLID WASTE OPERATING FUND								
6311001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
6311001 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
6311001 47800	SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
6311001 47900	PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
6311001 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6311001 49999	INTRAFUND ADV OFFSET	0	0	.00	.00	.00	.00	.0%
6313630 45150	SOLID WASTE - MISC S	0	0	.00	.00	.00	.00	.0%
6313630 47000	MISCELLANEOUS REVENU	-12,025	-12,025	-5,333.58	.00	.00	-6,691.42	44.4%
6313630 47100	INTEREST INC- INVEST	-94,352	-94,352	-223,147.81	.00	.00	128,795.81	236.5%
6313630 48300	MISC INTERGOV REVENU	0	0	.00	.00	.00	.00	.0%
6313630 48300 M2105	MISC INTERGOV R	0	-1	.00	.00	.00	-.50	.0%
6313630 48300 M2218	MISC INTERGOV R	0	-48,204	.00	.00	.00	-48,203.92	.0%
6313630 49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
6313630 49000 C1001	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630 49000 C1101	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630 49000 C1305	TRANSFERS IN (L	0	0	-141.95	.00	.00	141.95	100.0%
6313630 49000 C1306	TRANSFERS IN (L	0	0	-16,984.41	-1,319.37	.00	16,984.41	100.0%
6313630 49000 C1307	TRANSFERS IN (L	0	0	-16,066.45	-2,338.98	.00	16,066.45	100.0%
6313630 49000 C1311	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630 49000 C1402	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630 49000 C1703	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6313630 49000 C1804	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630 49000 C1808	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630 49000 C1809	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6313630 49000 C1810	TRANSFERS IN (C	0	0	-3,541.54	.00	.00	3,541.54	100.0%
6313630 49000 C2005	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6313630 49000 C2019	TRANSFERS IN (C	0	0	-5,156.68	.00	.00	5,156.68	100.0%
6313630 49000 C2021	TRANSFERS IN (C	0	0	-3,205.48	-1,171.96	.00	3,205.48	100.0%
6313630 49000 C2024	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630 49000 C2027	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630 49000 C2043	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630 49000 C2101	TRANSFERS IN (C	0	0	-3,595.75	.00	.00	3,595.75	100.0%
6313630 49000 C2102	TRANSFERS IN (C	0	0	-15,970.51	-2,485.62	.00	15,970.51	100.0%
6313630 49000 C2104	TRANSFERS IN (C	0	0	-3,309.34	.00	.00	3,309.34	100.0%
6313630 49000 C2105	TRANSFERS IN (L	0	0	-1,010.16	.00	.00	1,010.16	100.0%

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6313630	49000	C2107	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2108	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2109	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2111	TRANSFERS IN (C	0	0	-853.71	.00	.00	853.71	100.0%
6313630	49000	C2112	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2115	TRANSFERS IN (L	0	0	-1,538.32	.00	.00	1,538.32	100.0%
6313630	49000	C2122	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2124	TRANSFERS IN (C	0	0	-40.31	.00	.00	40.31	100.0%
6313630	49000	C2201	TRANSFERS IN (C	0	0	-27,238.01	-2,994.74	.00	27,238.01	100.0%
6313630	49000	C2205	TRANSFERS IN (L	0	0	-4,508.40	-2,606.47	.00	4,508.40	100.0%
6313630	49000	C2209	TRANSFERS IN (C	0	0	-7,796.77	.00	.00	7,796.77	100.0%
6313630	49000	C2214	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2216	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2218	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2220	TRANSFERS IN (C	0	0	-8,947.72	-1,157.87	.00	8,947.72	100.0%
6313630	49000	C2232	TRANSFERS IN (L	0	0	-256.95	.00	.00	256.95	100.0%
6313630	49000	C2251	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2255	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6313630	49000	C2305	TRANSFERS IN (C	0	0	.00	.00	.00	.00	.0%
6313630	49000	M2217	TRANSFERS IN (L	0	0	.00	.00	.00	.00	.0%
6313630	49160		TRANSFERS IN - IU	-2,614,128	-2,614,128	-1,954,548.75	.00	.00	-659,579.25	74.8%
6313631	47000		MISCELLANEOUS REVENU	0	0	-150.00	-30.00	.00	150.00	100.0%
6313632	43270		PENALTIES & FORFEITU	-265,000	-265,000	-207,065.71	-26,438.86	.00	-57,934.29	78.1%
6313632	43400		DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
6313632	45300		RESIDENTIAL STANDARD	-12,873,577	-12,873,577	-8,365,847.50	-1,070,728.05	.00	-4,507,729.50	65.0%
6313632	45301		RESIDENTIAL SPECIAL	-134,044	-134,044	-88,264.59	-13,445.13	.00	-45,779.41	65.8%
6313632	45310		RESIDENTIAL EXTRA CA	-443,203	-443,203	-299,813.06	-39,112.83	.00	-143,389.94	67.6%
6313632	47000		MISCELLANEOUS REVENU	-2,040	-2,040	-15,423.00	-120.00	.00	13,383.00	756.0%
6313632	47100		INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
6313632	47800		SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
6313633	43270		PENALTIES & FORFEITU	0	0	.00	.00	.00	.00	.0%
6313633	43400		DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
6313633	45310		COMMERCIAL FEL 4-CUB	-11,193,641	-11,193,641	-7,690,017.89	-964,813.32	.00	-3,503,623.11	68.7%
6313633	45311		COMMERCIAL FEL 2-CUB	-4,172,960	-4,172,960	-2,713,631.86	-345,680.31	.00	-1,459,328.14	65.0%
6313633	45312		COMMERCIAL CARTS SER	-218,371	-218,371	-142,940.57	-18,659.01	.00	-75,430.43	65.5%
6313633	45313		COMMERCIAL SPECIAL P	-21,570	-21,570	-10,273.09	-1,216.25	.00	-11,296.91	47.6%
6313633	45314		COMMERCIAL FOOD WAST	-55,836	-55,836	-112,524.08	-13,746.78	.00	56,688.08	201.5%
6313633	47000		MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
6313633	47800		SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
6313633	61130		LEASE CLEARING (LESS	0	0	.00	.00	.00	.00	.0%
6313634	45320		INDUSTRIAL 30-CUBIC	-1,496,055	-1,496,055	-1,030,068.79	-136,640.94	.00	-465,986.21	68.9%
6313634	45321		INDUSTRIAL 13.4-CUBI	-890,604	-890,604	-663,370.16	-98,262.13	.00	-227,233.84	74.5%
6313634	45322		INDUSTRIAL 30YD PASS	-1,246,492	-1,246,492	-1,072,411.40	-160,429.31	.00	-174,080.60	86.0%
6313634	45323		INDUSTRIAL 13.4YD PA	-293,552	-293,552	-146,275.10	-24,879.88	.00	-147,276.90	49.8%

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631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313634 45324	INDUSTRIAL SPECIAL P	-378,410	-378,410	-173,025.82	-21,014.16	.00	-205,384.18	45.7%
6313634 45325	INDUST SPEC P/U PASS	-602,811	-602,811	-254,906.39	-31,645.36	.00	-347,904.61	42.3%
6313634 45326	INDUSTRIAL RENTAL CH	-83,603	-83,603	-65,820.00	-8,280.00	.00	-17,783.00	78.7%
6313634 45327	WALKING FLOOR TRAILER	-521,881	-521,881	-297,100.95	-40,531.65	.00	-224,780.05	56.9%
6313634 45328	WALK FL TRAILER PASS	-776,529	-776,529	-485,440.33	-69,601.09	.00	-291,088.67	62.5%
6313634 47000	MISCELLANEOUS REVENU	0	0	-445.00	-40.00	.00	445.00	100.0%
6313634 47800	SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
6313635 45340	DEL NORTE WASTE GATE	-6,902,000	-6,902,000	-5,425,762.01	-786,173.92	.00	-1,476,237.99	78.6%
6313635 45341	DEL NORTE HOST FEE	-27,718	-27,718	.00	.00	.00	-27,718.00	.0%
6313635 45342	DEL NORTE CONST-DEMO	-172,971	-172,971	.00	.00	.00	-172,971.00	.0%
6313635 47000	MISCELLANEOUS REVENU	-15,000	-15,000	-13,496.27	.00	.00	-1,503.73	90.0%
6313635 47700	OTHER REIMBURSEMENTS	-13,000	-13,000	-5,000.00	.00	.00	-8,000.00	38.5%
6313636 45330	DEL NORTE MRF RECYCL	-3,335,000	-3,335,000	-1,434,596.03	-236,679.19	.00	-1,900,403.97	43.0%
6313636 45331	DEL NORTE MRF E-WAST	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
6313636 45332	DEL NORTE MRF MATTRE	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
6313636 45333	DEL NORTE LEASE PARK	0	0	.00	.00	.00	.00	.0%
6313636 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
6313636 47800	SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
6313636 49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
6313637 47800	SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
6313638 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
6313638 49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
6313639 45150	WATER - MISC SERVICE	0	0	.00	.00	.00	.00	.0%
6313639 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
TOTAL SOLID WASTE OPERATING FUND		-48,921,373	-48,969,577	-33,016,862.20	-4,122,243.18	.00	-15,952,715.22	67.4%
TOTAL REVENUES		-48,921,373	-48,969,577	-33,016,862.20	-4,122,243.18	.00	-15,952,715.22	
632 SOLID WASTE CIP FUND								
6323630 49300 C2032	TRANSFERS IN	0	-1,272,541	.00	.00	.00	-1,272,541.00	.0%
6323630 49300 C2122	TRANSFERS IN	0	-1,267,765	-723.52	.00	.00	-1,267,041.27	.1%
6323630 49300 C2124	TRANSFERS IN	0	-1,836,430	-316,821.71	.00	.00	-1,519,608.25	17.3%
6323630 49300 C2125	TRANSFERS IN	0	-9,312	.00	.00	.00	-9,311.95	.0%
6323630 49300 C2218	TRANSFERS IN	0	-300,000	.00	.00	.00	-300,000.00	.0%
6323630 49300 C2237	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6323639 49300 C2020	TRANSFERS IN	0	-299,350	.00	.00	.00	-299,350.00	.0%
TOTAL SOLID WASTE CIP FUND		0	-4,985,398	-317,545.23	.00	.00	-4,667,852.47	6.4%
TOTAL REVENUES		0	-4,985,398	-317,545.23	.00	.00	-4,667,852.47	
633 SOLID WASTE 2021 EQ LSE BOND								
6331001 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%

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633	SOLID WASTE 2021 EQ LSE BOND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6331001 47900	PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
6331001 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6333632 47900	PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
TOTAL SOLID WASTE 2021 EQ LSE BON		0	0	.00	.00	.00	.00	.0%
634 SOLID WASTE DEVELOPER FEE FUND								
6341001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
6343632 45300	SOLID WASTE - RESID	0	0	.00	.00	.00	.00	.0%
6343632 45302	SOLID WASTE - RESID	-9,000	-9,000	-6,383.52	-617.76	.00	-2,616.48	70.9%
6343632 45303	SOLID WASTE - RESID	0	0	-2,726.14	-263.82	.00	2,726.14	100.0%
6343632 45304	SOLID WASTE - RESID	0	0	-3,494.32	-338.16	.00	3,494.32	100.0%
6343632 45305	SOLID WASTE - RESID	0	0	-2,919.58	-282.54	.00	2,919.58	100.0%
6343632 47100	INTEREST INC- INVEST	-5,036	-5,036	-10,409.30	.00	.00	5,373.30	206.7%
6343633 45310	SOLID WASTE - COMMER	0	0	.00	.00	.00	.00	.0%
6343633 45315	SOLID WASTE- COMM 2C	0	0	-1,194.00	.00	.00	1,194.00	100.0%
6343633 45316	SOLID WASTE- COMM 4C	-18,000	-18,000	-24,059.00	.00	.00	6,059.00	133.7%
6343633 45317	SOLID WASTE - FRONT-	0	0	-15,173.52	.00	.00	15,173.52	100.0%
TOTAL SOLID WASTE DEVELOPER FEE F		-32,036	-32,036	-66,359.38	-1,502.28	.00	34,323.38	207.1%
TOTAL REVENUES		-32,036	-32,036	-66,359.38	-1,502.28	.00	34,323.38	
638 SOLID WASTE SEC - CONT PREV FU								
6381001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
6383639 45150	SOLID WASTE COMTAM P	-178,000	-178,000	-83,191.20	-21.96	.00	-94,808.80	46.7%
6383639 47100	INTEREST INC- INVEST	-6,187	-6,187	-12,508.86	.00	.00	6,321.86	202.2%
TOTAL SOLID WASTE SEC - CONT PREV		-184,187	-184,187	-95,700.06	-21.96	.00	-88,486.94	52.0%
TOTAL REVENUES		-184,187	-184,187	-95,700.06	-21.96	.00	-88,486.94	
641 PERFORMING ARTS CENTER FUND								
6411001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
6411001 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6415601 43100	PACC VENDOR FACILITY	-233,000	-233,000	-196,339.00	-68,314.50	.00	-36,661.00	84.3%
6415601 43110	PACC VENDOR CONCESSI	-15,000	-15,000	-8,674.31	-3,856.97	.00	-6,325.69	57.8%

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641	PERFORMING ARTS CENTER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6415601 45320	SOLID WASTE - INDUST	0	0	.00	.00	.00	.00	.0%
6415601 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
6415601 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
6415601 47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
6415601 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
TOTAL PERFORMING ARTS CENTER FUND		-248,000	-248,000	-205,013.31	-72,171.47	.00	-42,986.69	82.7%
TOTAL REVENUES		-248,000	-248,000	-205,013.31	-72,171.47	.00	-42,986.69	
651 GOLF COURSE OPERATING FUND								
6511001 47800	SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
6513640 43400	DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
6513640 44100	GOLF COURSE - OPERAT	-6,146,450	-7,077,849	-4,938,021.04	-412,091.29	.00	-2,139,827.96	69.8%
6513640 45320	SOLID WASTE - INDUST	0	0	.00	.00	.00	.00	.0%
6513640 47000	MISCELLANEOUS REVENU	-265,200	-265,200	-105,187.92	.00	.00	-160,012.08	39.7%
6513640 47100	INTEREST INC- INVEST	0	0	-77,209.23	.00	.00	77,209.23	100.0%
6513640 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
6513640 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
6513640 49999	INTRAFUND ADV OFFSET	0	0	.00	.00	.00	.00	.0%
TOTAL GOLF COURSE OPERATING FUND		-6,411,650	-7,343,049	-5,120,418.19	-412,091.29	.00	-2,222,630.81	69.7%
TOTAL REVENUES		-6,411,650	-7,343,049	-5,120,418.19	-412,091.29	.00	-2,222,630.81	
652 GOLF COURSE CIP FUND								
6523640 49300 C2242	TRANSFERS IN	0	-600,000	.00	.00	.00	-600,000.00	.0%
6523640 49300 C2246	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
6523640 49300 C2312	TRANSFERS IN	0	-117,983	-1,207.00	.00	.00	-116,775.64	1.0%
6523640 49300 C2313	TRANSFERS IN	0	-470,804	-19,955.51	.00	.00	-450,848.17	4.2%
TOTAL GOLF COURSE CIP FUND		0	-1,188,786	-21,162.51	.00	.00	-1,167,623.81	1.8%
TOTAL REVENUES		0	-1,188,786	-21,162.51	.00	.00	-1,167,623.81	
701 PUBLIC LIAB & PROP INSUR ISF								
7011001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
7011602 43400	DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%

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701	PUBLIC LIAB & PROP INSUR ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7011602 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
7011602 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
7011704 43300	RENTAL REVENUE (SHOR	0	0	.00	.00	.00	.00	.0%
7011704 43400	DAMAGE REIMBURSEMENT	0	0	.00	.00	.00	.00	.0%
7011704 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
7011704 47700	OTHER REIMBURSEMENTS	0	0	-199,398.47	.00	.00	199,398.47	100.0%
7011704 49100	LIABILITY INSURANCE	-8,574,777	-8,574,777	-5,691,247.72	-711,405.98	.00	-2,883,529.28	66.4%
TOTAL PUBLIC LIAB & PROP INSUR IS		-8,574,777	-8,574,777	-5,890,646.19	-711,405.98	.00	-2,684,130.81	68.7%
TOTAL REVENUES		-8,574,777	-8,574,777	-5,890,646.19	-711,405.98	.00	-2,684,130.81	
702 WORKERS COMP INSUR ISF								
7021001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
7021702 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
7021702 47700	OTHER REIMBURSEMENTS	0	0	-201,014.18	.00	.00	201,014.18	100.0%
7021702 49110	WORKERS COMP INSURAN	-9,884,339	-9,884,339	-6,589,559.76	-823,694.97	.00	-3,294,779.24	66.7%
TOTAL WORKERS COMP INSUR ISF		-9,884,339	-9,884,339	-6,790,573.94	-823,694.97	.00	-3,093,765.06	68.7%
TOTAL REVENUES		-9,884,339	-9,884,339	-6,790,573.94	-823,694.97	.00	-3,093,765.06	
725 CUSTOMER BILLING OPS ISF								
7251001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
7251211 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
7251211 49120	INTERNAL UTILITY BIL	-3,041,948	-3,041,948	-2,027,965.36	-253,495.67	.00	-1,013,982.64	66.7%
TOTAL CUSTOMER BILLING OPS ISF		-3,041,948	-3,041,948	-2,027,965.36	-253,495.67	.00	-1,013,982.64	66.7%
TOTAL REVENUES		-3,041,948	-3,041,948	-2,027,965.36	-253,495.67	.00	-1,013,982.64	
731 INFORMATION TECHNOLOGY ISF								
7311001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
7311001 47800	SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
7311801 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
7311801 47700	OTHER REIMBURSEMENTS	0	0	.00	.00	.00	.00	.0%
7311801 49130	IT INTERNAL SERVICE	-6,193,413	-6,193,413	-4,089,702.24	-511,212.78	.00	-2,103,710.76	66.0%
7311801 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%

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731	INFORMATION TECHNOLOGY ISF		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7311801 61142	OTHER FINANCING-SUBS		0	0	.00	.00	.00	.00	.0%
7311802 47700	OTHER REIMBURSEMENTS		0	0	.00	.00	.00	.00	.0%
7311802 49130	IT INTERNAL SERVICE		-675,347	-675,347	-445,952.56	-55,744.07	.00	-229,394.44	66.0%
7311803 49130	IT INTERNAL SERVICE		-2,065,201	-2,065,201	-1,363,716.16	-170,464.52	.00	-701,484.84	66.0%
7311803 61142	OTHER FINANCING-SUBS		0	0	.00	.00	.00	.00	.0%
7311804 47000	MISCELLANEOUS REVENU		0	0	.00	.00	.00	.00	.0%
7311804 49130	IT INTERNAL SERVICE		-3,107,541	-3,107,541	-2,052,005.52	-256,500.69	.00	-1,055,535.48	66.0%
7311805 49130	IT INTERNAL SERVICE		-1,138,975	-1,138,975	-691,416.40	-86,427.05	.00	-447,558.60	60.7%
TOTAL INFORMATION TECHNOLOGY ISF			-13,180,477	-13,180,477	-8,642,792.88	-1,080,349.11	.00	-4,537,684.12	65.6%
TOTAL REVENUES			-13,180,477	-13,180,477	-8,642,792.88	-1,080,349.11	.00	-4,537,684.12	
732 IT CAPITAL									
7321801 47100	INTEREST INC- INVEST		0	0	.00	.00	.00	.00	.0%
7321801 49300	C1404 TRANSFERS IN		0	-293,487	-4,119.11	.00	.00	-289,368.36	1.4%
7321805 49300	C2315 TRANSFERS IN		0	-42,155	.00	.00	.00	-42,154.70	.0%
TOTAL IT CAPITAL			0	-335,642	-4,119.11	.00	.00	-331,523.06	1.2%
TOTAL REVENUES			0	-335,642	-4,119.11	.00	.00	-331,523.06	
735 FACILITIES MAINTENANCE ISF									
7351001 47130	UNREALIZED GAIN (LOS		0	0	.00	.00	.00	.00	.0%
7351001 47800	SALES OF ASSETS		0	0	.00	.00	.00	.00	.0%
7351001 49300	TRANSFERS IN		0	0	.00	.00	.00	.00	.0%
7353740 43260	MISCELLANEOUS FEES		0	0	.00	.00	.00	.00	.0%
7353740 43300	RENTAL REVENUE (SHOR		-39,609	-39,609	-31,323.53	-3,641.80	.00	-8,285.47	79.1%
7353740 43400	DAMAGE REIMBURSEMENT		0	0	.00	.00	.00	.00	.0%
7353740 47000	MISCELLANEOUS REVENU		0	0	.00	.00	.00	.00	.0%
7353740 47100	INTEREST INC- INVEST		0	0	.00	.00	.00	.00	.0%
7353740 47700	OTHER REIMBURSEMENTS		0	0	.00	.00	.00	.00	.0%
7353740 49000	TRANSFERS IN (CITY L		0	0	.00	.00	.00	.00	.0%
7353740 49000	C1810 TRANSFERS IN (L		0	0	.00	.00	.00	.00	.0%
7353740 49000	C2019 TRANSFERS IN (L		0	0	.00	.00	.00	.00	.0%
7353740 49000	C2043 TRANSFERS IN (C		0	0	.00	.00	.00	.00	.0%
7353740 49000	C2251 TRANSFERS IN (L		0	0	.00	.00	.00	.00	.0%
7353740 49000	C2305 TRANSFERS IN (L		0	0	.00	.00	.00	.00	.0%
7353740 49140	FACILITIES INTERNAL		-6,733,983	-7,363,983	-4,489,321.84	-561,165.23	.00	-2,874,661.16	61.0%
TOTAL FACILITIES MAINTENANCE ISF			-6,773,592	-7,403,592	-4,520,645.37	-564,807.03	.00	-2,882,946.63	61.1%
TOTAL REVENUES			-6,773,592	-7,403,592	-4,520,645.37	-564,807.03	.00	-2,882,946.63	

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741	FLEET SERVICES ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
741 FLEET SERVICES ISF								
7411001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
7411001 47800	SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
7413750 43400	DAMAGE REIMBURSEMENT	-29,941	-29,941	-34,453.92	.00	.00	4,512.92	115.1%
7413750 47000	MISCELLANEOUS REVENU	-18,818	-18,818	-8,864.11	-3,443.00	.00	-9,953.89	47.1%
7413750 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
7413750 47700	OTHER REIMBURSEMENTS	0	0	-3,053.84	.00	.00	3,053.84	100.0%
7413750 47800	SALES OF ASSETS	-2,324	-2,324	-1,377.16	-336.17	.00	-946.84	59.3%
7413750 49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
7413750 49150	FLEET-EQUIPMENT MAIN	-9,698,893	-9,698,893	-5,595,316.13	-715,550.76	.00	-4,103,576.87	57.7%
TOTAL FLEET SERVICES ISF		-9,749,976	-9,749,976	-5,643,065.16	-719,329.93	.00	-4,106,910.84	57.9%
TOTAL REVENUES		-9,749,976	-9,749,976	-5,643,065.16	-719,329.93	.00	-4,106,910.84	
742 FLEET REPLACEMENT FUND								
7421001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
7423750 47100	INTEREST INC- INVEST	0	0	.00	.00	.00	.00	.0%
7423750 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
TOTAL FLEET REPLACEMENT FUND		0	0	.00	.00	.00	.00	.0%
801 COFA DEBT SERVICE FUND								
8011001 47110	OTHER INTEREST INCOM	0	0	-3,833.05	.00	.00	3,833.05	100.0%
8011001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
8011001 47900	PROCEEDS FROM SALE O	0	0	.00	.00	.00	.00	.0%
8011001 49000	TRANSFERS IN (CITY L	0	0	.00	.00	.00	.00	.0%
8011001 49300	TRANSFERS IN	-6,075,631	0	.00	.00	.00	.00	.0%
8011001 49900	TRANSFER IN - DEBT	0	-5,832,736	-1,574,055.84	.00	.00	-4,258,680.16	27.0%
8011001 49900	C1844 TRANSFER IN - D	0	-128,734	-64,366.51	.00	.00	-64,367.49	50.0%
8011001 49900	C1845 TRANSFER IN - D	0	-92,300	-46,149.58	.00	.00	-46,150.42	50.0%
8011001 49900	M1905 TRANSFER IN - D	0	-21,861	-10,930.16	.00	.00	-10,930.84	50.0%
8013101 49300	TRANSFERS IN	-1,662,500	0	.00	.00	.00	.00	.0%
8013101 49900	TRANSFER IN - DEBT	0	0	.00	.00	.00	.00	.0%
8013101 49900	M1805 TRANSFER IN - D	0	-1,662,500	-211,250.00	.00	.00	-1,451,250.00	12.7%
TOTAL COFA DEBT SERVICE FUND		-7,738,131	-7,738,131	-1,910,585.14	.00	.00	-5,827,545.86	24.7%
TOTAL REVENUES		-7,738,131	-7,738,131	-1,910,585.14	.00	.00	-5,827,545.86	

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850	RIVERPARK JPA FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
850 RIVERPARK JPA FUND								
8501001 47100	INTEREST INC- INVEST	-6,490	-6,490	-12,235.51	.00	.00	5,745.51	188.5%
8501001 47130	UNREALIZED GAIN (LOS	0	0	.00	.00	.00	.00	.0%
TOTAL RIVERPARK JPA FUND		-6,490	-6,490	-12,235.51	.00	.00	5,745.51	188.5%
TOTAL REVENUES		-6,490	-6,490	-12,235.51	.00	.00	5,745.51	
991 GOVERNMENTAL CAPITAL ASSETS FD								
9911001 43210	PARKING FINES	0	0	.00	.00	.00	.00	.0%
9911001 47000	MISCELLANEOUS REVENU	0	0	.00	.00	.00	.00	.0%
9911001 47300	DONATIONS AND CONTRI	0	0	.00	.00	.00	.00	.0%
9911001 47800	SALES OF ASSETS	0	0	.00	.00	.00	.00	.0%
9911001 49300	TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
9911001 61142	OTHER FINANCING-SUBS	0	0	.00	.00	.00	.00	.0%
TOTAL GOVERNMENTAL CAPITAL ASSETS		0	0	.00	.00	.00	.00	.0%
GRAND TOTAL				-585,380,346*****-377,804,668.79	-40,655,682.25	.00-637,063,646.54		37.2%
** END OF REPORT - Generated by James Costello **								

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
50000 SALARIES - REGULAR	85,960,150	85,095,953	46,243,001.50	5,766,510.48	.00	38,852,951.48	54.3%
50100 SALARIES - TEMPORARY	1,833,700	1,656,058	845,198.45	137,427.12	.00	810,859.55	51.0%
50200 OVERTIME WAGES	4,047,722	4,037,722	4,183,143.45	333,285.46	.00	-145,421.45	103.6%
50210 OVERTIME-FLSA PUBLIC SAFETY	175,000	175,000	231,759.00	34,278.89	.00	-56,759.00	132.4%
50220 STATION COVERAGE OT	4,427,139	4,427,139	3,145,862.15	376,255.31	.00	1,281,276.85	71.1%
50230 CALLBACK	1,060,000	1,060,000	561,080.60	73,203.00	.00	498,919.40	52.9%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,158,687.82	172,160.63	.00	-1,158,687.82	100.0%
50900 VACANCY SAVINGS	-10,985,104	-10,985,104	.00	.00	.00	-10,985,104.00	.0%
51000 CALPERS PENSION NORMAL COST	10,363,509	10,333,829	5,796,760.28	434,281.69	.00	4,537,068.72	56.1%
51010 CALPERS PENSION UAL	5,199,085	5,175,142	3,450,094.48	431,261.81	.00	1,725,047.52	66.7%
51020 CALPERS UAL - PUBLIC SAFETY	2,913,634	2,913,634	1,942,422.64	242,802.83	.00	971,211.36	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	1,747,700	1,740,927	1,064,268.13	131,635.82	.00	676,658.87	61.1%
51040 EARLY RETIREMENT INCENTIVE	38,450	38,450	38,449.87	.00	.00	.13	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	22,815,567	22,722,243	12,279,497.59	1,517,951.93	.00	10,442,745.41	54.0%
51168 SURVIVOR BENEFITS	0	0	71,259.26	.00	.00	-71,259.26	100.0%
51200 OPOA RETIREE MEDICAL PLAN	1,931,087	1,931,087	905,282.84	.00	.00	1,025,804.16	46.9%
51210 RETIREE HEALTH INS PLAN	538,790	538,790	336,901.55	43,714.09	.00	201,888.45	62.5%
51300 WORKERS COMPENSATION	7,092,855	7,123,787	4,766,406.06	593,648.90	.00	2,357,380.94	66.9%
51400 AUTO ALLOWANCE	37,845	37,845	27,276.61	3,381.96	.00	10,568.39	72.1%
51410 UNIFORM ALLOWANCE	53,949	53,949	53,202.29	819.12	.00	746.71	98.6%
52000 POSTAGE	63,051	64,051	36,438.64	1,769.31	2,926.16	24,686.20	61.5%
52100 CHEMICALS	140,873	140,873	50,471.93	427.66	79,168.35	11,232.72	92.0%
52110 REPAIR PARTS	0	0	7,171.13	.00	.00	-7,171.13	100.0%
52200 SUBSCRIPTIONS & PUBLS	61,427	73,427	11,709.84	2,879.99	21,039.73	40,677.43	44.6%
52300 UNIFORMS	230,805	230,805	168,565.76	13,089.93	150,631.93	-88,392.69	138.3%
52310 TRAINING-WORKSHOP-MTGS	629,685	633,835	389,623.77	55,859.48	28,142.03	216,069.20	65.9%
52320 MILEAGE REIMBURSEMENTS	812	812	1,422.66	87.88	.00	-610.66	175.2%
52330 EDUCATION REIMBURSEMENT	20,414	20,414	30,922.87	.00	.00	-10,508.87	151.5%
52340 MEMBERSHIPS	251,145	251,145	250,954.91	2,812.00	.00	190.09	99.9%
52350 OTHER EXPENSE REIMB	66,776	66,776	23,808.50	1,711.64	40,174.48	2,793.02	95.8%
52400 MINOR EQUIPMENT	2,221,516	2,187,142	742,436.91	241,750.37	754,856.55	689,848.54	68.5%
52500 COMMUNITY ACTIVITIES EXP	153,500	178,500	84,360.00	.00	.00	94,140.00	47.3%
52600 SUPPLIES CUSTODIAL	74,900	74,900	28,417.62	4,764.38	38,791.66	7,690.72	89.7%
52610 SUPPLIES SAFETY	326,225	401,225	280,129.83	23,696.30	40,360.02	80,735.15	79.9%
52620 SUPPLIES OTHER	282,858	282,858	159,340.92	14,814.61	61,027.95	62,489.13	77.9%
52900 MISC SUPPLIES	329,137	359,487	165,720.15	23,013.31	138,971.25	54,795.60	84.8%
53000 SOFTWARE EXPENSE	24,038	24,038	58,955.43	119.88	454.88	-35,372.31	247.2%
53001 SOFTWARE SUBSCRIPTION	0	0	12,807.20	1,495.00	182.80	-12,990.00	100.0%
53010 SERVICES PRINTING BINDING	99,080	99,080	35,285.44	8,366.31	23,284.95	40,509.61	59.1%
53020 INTERNAL PHOTOCOPING COSTS	97,684	97,684	48,536.29	196.61	685.07	48,462.64	50.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53110 SERVICES MEDICAL	31,957	31,957	23,617.00	14,425.50	10,383.00	-2,043.00	106.4%
53200 PROF SERVICES - OTHER	17,296,496	21,365,133	7,600,064.30	996,598.68	7,752,559.25	6,012,508.98	71.9%
53210 SERVICES AUDIT	205,600	237,600	208,810.00	47,300.00	22,090.00	6,700.00	97.2%
53220 SERVICES LEGAL SERVICES	824,142	968,570	266,460.21	23,388.95	356,061.97	346,047.82	64.3%
53230 ANIMAL SHELTER	2,547,687	2,547,687	621,392.08	.00	1,586,863.79	339,431.13	86.7%
53250 ADVERTISING	44,672	46,172	10,740.24	830.00	9,575.00	25,856.76	44.0%
53260 LEGAL ADVOCACY	73,766	73,766	32,471.74	.00	27,472.00	13,822.26	81.3%
53300 CONTRACT ELECTIONS EXPNS	100,000	100,000	.00	.00	.00	100,000.00	.0%
53310 COUNTY PROP TAX ADMIN CHG	322,279	322,279	139,296.33	.00	.00	182,982.67	43.2%
53400 PROFESSIONAL SERVICES - HR	75,000	75,000	10,793.92	1,152.00	.00	64,206.08	14.4%
53410 BACKGROUND CHECKING	159,239	159,239	155,710.25	.00	.00	3,528.75	97.8%
53500 BANK CHARGES	234,064	234,064	48,006.63	1,207.33	64,268.96	121,788.41	48.0%
53710 PRIOR YEAR REFUNDS	0	0	280.00	164.00	.00	-280.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	2,292,922	2,301,348	1,626,933.84	193,781.13	.00	674,414.16	70.7%
54020 UTILITY EXPENSE - GAS	29,229	29,229	27,500.98	1,232.79	.00	1,728.02	94.1%
54030 UTILITY EXPENSE- WASTEWATER	56,148	56,576	64,625.68	2,001.44	.00	-8,049.68	114.2%
54040 UTILITY EXPENSE WATER	1,455,075	1,455,554	828,506.62	48,609.86	.00	627,047.38	56.9%
54050 UTIL EXP REFUSE AND DISPOSE	236,365	302,656	238,060.03	64,036.95	.00	64,595.97	78.7%
54070 INTERNET CHARGES	3,606	3,606	942.00	.00	.00	2,664.00	26.1%
54080 TELEPHONE CHGS	454,307	454,307	336,297.43	24,507.29	.00	118,009.57	74.0%
54090 UNLEADED FUEL	2,283	2,283	.00	.00	.00	2,283.00	.0%
55010 BUILDING MAINT & REPAIR	420,962	450,962	77,516.71	12,171.89	103,034.61	270,410.68	40.0%
55020 EQUIPMENT MAINTENANCE	190,344	190,344	24,273.81	7,508.28	92,319.02	73,751.17	61.3%
55030 VEHICLE MAINTENANCE	62,709	62,709	46,241.86	7,489.36	-41,702.25	58,169.39	7.2%
56040 CAPEX - MACHINERY/EQUIP	463,000	707,147	481,295.21	78,857.32	.00	225,851.79	68.1%
57000 RENTALS & LEASES	1,297,443	1,570,106	744,805.85	96,436.79	697,912.09	127,388.06	91.9%
57110 TAXES AND FILING FEES	200	200	94.32	.00	.00	105.68	47.2%
57300 LEASE PMT CAP GROWTH FEES	1,004,616	1,004,616	204,781.91	.00	.00	799,834.09	20.4%
57400 CONTRIBUTION TO OTHER FND	95,000	95,000	95,000.00	.00	.00	.00	100.0%
57410 CONTRIBUTION TO OTHER AGCY	146,409	146,409	76,664.69	.00	76,664.69	-6,920.38	104.7%
57500 PRINCIPAL PAYMENTS	1,768,016	1,768,016	.00	.00	.00	1,768,016.00	.0%
57510 INTEREST & PENALTIES EXPENSE	107,673	107,673	.00	.00	.00	107,673.00	.0%
57800 FOR CONTINGENCIES	2,545,875	2,060,997	.00	.00	.00	2,060,997.00	.0%
59000 TRANSFERS OUT	77,000	77,000	.00	.00	.00	77,000.00	.0%
59010 INFRASTRUCTURE USE FEE	5,461,104	7,736,098	5,968,640.50	.00	.00	1,767,457.00	77.2%
59200 IT & DATA PROCESSING CHGS	7,491,977	7,563,970	5,042,646.64	630,330.83	.00	2,521,323.36	66.7%
59300 LIABILITY INSURANCE CHGS	5,625,945	5,618,829	3,751,313.76	468,914.27	.00	1,867,515.24	66.8%
59400 TELEPHONE CHGS HIPC	697,968	697,968	465,311.84	58,163.98	.00	232,656.16	66.7%
59500 FLEET EQUIP MAINT ISF CHG	4,320,786	4,293,083	2,611,918.70	309,929.58	.00	1,681,164.30	60.8%
59700 FACILITY CHG MAINTENANCE	5,502,490	6,017,277	3,668,326.64	458,540.83	.00	2,348,950.63	61.0%
59800 TRANSFERS OUT - CIP	16,939,655	25,202,345	2,278,030.63	84,236.25	.00	22,924,314.63	9.0%
59810 TRANSFER OUT - CITY MATCH	0	78,674	.00	.00	.00	78,673.58	.0%
59900 TRANSFERS OUT - DEBT	0	4,020,927	1,175,910.26	.00	.00	2,845,016.74	29.2%
59910 TRANSFERS OUT - STORM WTR	0	1,116,778	558,389.00	.00	.00	558,389.00	50.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59920 TRANSFERS OUT - SP. DIST.	0	369,386	184,693.50	.00	.00	184,692.50	50.0%
59930 TRANSFERS OUT - TRAFFIC SAFET	0	330,000	165,000.00	.00	.00	165,000.00	50.0%
TOTAL GENERAL FUND	224,989,013	245,317,042	129,548,999.48	14,321,289.00	12,138,199.94	103,629,842.70	57.8%
104 HALF CENT SALES TAX - MEAS 0							
50000 SALARIES - REGULAR	925,116	925,116	646,459.07	66,583.64	.00	278,656.93	69.9%
50100 SALARIES - TEMPORARY	281,539	281,539	132,679.41	-21,454.43	.00	148,859.59	47.1%
50200 OVERTIME WAGES	4,666	4,666	41,975.04	1,996.23	.00	-37,309.04	899.6%
51000 CALPERS PENSION NORMAL COST	88,771	88,771	79,310.50	7,116.99	.00	9,460.50	89.3%
51010 CALPERS PENSION UAL	141,483	141,483	94,322.00	11,790.25	.00	47,161.00	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	22,519	22,519	14,390.73	1,747.11	.00	8,128.27	63.9%
51160 CITY PAID EMPLOYEE BENEFITS	321,740	321,740	222,131.13	22,483.50	.00	99,608.87	69.0%
51300 WORKERS COMPENSATION	57,073	57,073	38,048.56	4,756.07	.00	19,024.44	66.7%
52000 POSTAGE	3,000	31,000	23,154.56	.00	.00	7,845.44	74.7%
52300 UNIFORMS	6,583	6,583	.00	.00	5,200.00	1,383.00	79.0%
52400 MINOR EQUIPMENT	452,512	452,512	147,413.49	16,883.23	247,052.30	58,046.21	87.2%
52600 SUPPLIES CUSTODIAL	26,157	26,157	3,773.33	133.92	4,850.00	17,533.67	33.0%
52610 SUPPLIES SAFETY	4,500	4,500	3,079.81	674.56	1,420.19	.00	100.0%
52620 SUPPLIES OTHER	20,625	20,625	919.34	.00	.00	19,705.66	4.5%
52900 MISC SUPPLIES	4,900	4,900	537.22	.00	2,362.78	2,000.00	59.2%
53002 IT MAINT/SUPPORT - ANNUAL	0	0	346,829.61	.00	3,543.12	-350,372.73	100.0%
53200 PROF SERVICES - OTHER	2,341,260	2,948,748	1,072,321.78	179,420.89	375,741.86	1,500,684.36	49.1%
53210 SERVICES AUDIT	5,400	5,400	5,200.00	5,200.00	.00	200.00	96.3%
53600 HOUSING ASSIST LOAN GRANT	0	1,106,785	.00	.00	1,024,026.70	82,758.00	92.5%
54010 UTILITY EXPENSE-ELECTRIC	13,365	13,365	44,497.20	-411.57	.00	-31,132.20	332.9%
54030 UTILITY EXPENSE- WASTEWATER	2,034	2,034	1,645.18	150.26	.00	388.82	80.9%
54040 UTILITY EXPENSE WATER	82,029	82,029	86,499.02	6,651.57	.00	-4,470.02	105.4%
54050 UTIL EXP REFUSE AND DISPOSE	15,067	15,067	11,689.10	2,209.45	.00	3,377.90	77.6%
54080 TELEPHONE CHGS	2,500	2,500	4,510.05	765.39	.00	-2,010.05	180.4%
55010 BUILDING MAINT & REPAIR	0	5,668	.00	.00	.00	5,668.00	.0%
55020 EQUIPMENT MAINTENANCE	0	0	502.18	71.74	.00	-502.18	100.0%
56040 CAPEX - MACHINERY/EQUIP	2,000	2,000	11,031.40	.00	.00	-9,031.40	551.6%
57000 RENTALS & LEASES	699	699	.00	.00	1,000.00	-301.00	143.1%
57400 CONTRIBUTION TO OTHER FND	3,838	3,838	.00	.00	.00	3,838.00	.0%
57500 PRINCIPAL PAYMENTS	920,000	920,000	920,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	431,494	431,494	206,961.05	.00	.00	224,532.95	48.0%
59200 IT & DATA PROCESSING CHGS	116,988	116,988	77,991.92	9,748.99	.00	38,996.08	66.7%
59300 LIABILITY INSURANCE CHGS	94,877	94,877	63,251.28	7,906.41	.00	31,625.72	66.7%
59400 TELEPHONE CHGS HIPC	12,649	12,649	8,432.64	1,054.08	.00	4,216.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	53,751	53,751	26,449.43	4,151.04	.00	27,301.57	49.2%

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59600 INDIRECT PRORATED CST CHG	171,250	171,250	114,166.64	14,270.83	.00	57,083.36	66.7%
59800 TRANSFERS OUT - CIP	17,710,717	20,276,851	1,687,307.00	110,105.25	.00	18,589,543.55	8.3%
59810 TRANSFER OUT - CITY MATCH	0	82,563	.00	.00	.00	82,563.11	.0%
59900 TRANSFERS OUT - DEBT	0	1,905,395	332,696.25	.00	.00	1,572,698.75	17.5%
TOTAL HALF CENT SALES TAX - MEAS	24,341,102	30,643,134	6,470,175.92	454,005.40	1,665,196.95	22,507,761.49	26.5%
105 STREET MAINTENANCE (IUF) FUND							
59800 TRANSFERS OUT - CIP	0	1,108,904	106,819.84	.00	.00	1,002,084.65	9.6%
TOTAL STREET MAINTENANCE (IUF) FU	0	1,108,904	106,819.84	.00	.00	1,002,084.65	9.6%
114 STORM WATER MANAGEMENT FUND							
50000 SALARIES - REGULAR	386,087	386,087	141,719.44	27,387.15	.00	244,367.56	36.7%
50200 OVERTIME WAGES	52,500	52,500	57,922.79	32,242.34	.00	-5,422.79	110.3%
51000 CALPERS PENSION NORMAL COST	41,171	41,171	17,593.57	3,004.79	.00	23,577.43	42.7%
51010 CALPERS PENSION UAL	55,504	55,504	37,002.64	4,625.33	.00	18,501.36	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	13,848	13,848	6,025.35	560.36	.00	7,822.65	43.5%
51160 CITY PAID EMPLOYEE BENEFITS	114,844	114,844	52,379.42	11,083.75	.00	62,464.58	45.6%
51300 WORKERS COMPENSATION	27,058	27,058	18,038.72	2,254.84	.00	9,019.28	66.7%
52100 CHEMICALS	25,000	25,000	.00	.00	.00	25,000.00	.0%
52310 TRAINING-WORKSHOP-MTGS	1,000	1,000	.00	.00	.00	1,000.00	.0%
52400 MINOR EQUIPMENT	40,000	40,000	.00	.00	7,500.00	32,500.00	18.8%
53200 PROF SERVICES - OTHER	740,000	595,000	256,954.75	25,122.64	92,556.92	245,488.33	58.7%
54010 UTILITY EXPENSE-ELECTRIC	1,353	1,353	1,359.12	468.75	.00	-6.12	100.5%
54050 UTIL EXP REFUSE AND DISPOSE	275,000	275,000	116,648.21	.00	.00	158,351.79	42.4%
54090 UNLEADED FUEL	3,279	3,279	10,279.00	.00	.00	-7,000.00	313.5%
55030 VEHICLE MAINTENANCE	0	0	31.75	.00	.00	-31.75	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	70,000	.00	.00	68,966.79	1,033.21	98.5%
57000 RENTALS & LEASES	50,000	125,000	14,330.28	1,904.57	29,474.29	81,195.43	35.0%
57110 TAXES AND FILING FEES	60,000	60,000	53,352.00	.00	.00	6,648.00	88.9%
59200 IT & DATA PROCESSING CHGS	45,895	45,895	30,596.64	3,824.58	.00	15,298.36	66.7%
59300 LIABILITY INSURANCE CHGS	72,929	72,929	48,619.36	6,077.42	.00	24,309.64	66.7%
59500 FLEET EQUIP MAINT ISF CHG	0	0	679.90	19.75	.00	-679.90	100.0%
59600 INDIRECT PRORATED CST CHG	71,606	71,606	47,737.28	5,967.16	.00	23,868.72	66.7%
TOTAL STORM WATER MANAGEMENT FUND	2,077,074	2,077,074	911,270.22	124,543.43	198,498.00	967,305.78	53.4%
119 PUBLIC SAFETY RETIREMENT FUND							

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119	PUBLIC SAFETY RETIREMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51000	CALPERS PENSION NORMAL COST	7,527,801	7,527,801	4,445,248.20	834,041.05	.00	3,082,552.80	59.1%
51020	CALPERS UAL - PUBLIC SAFETY	9,779,020	9,779,020	6,519,346.64	814,918.33	.00	3,259,673.36	66.7%
53310	COUNTY PROP TAX ADMIN CHG	140,371	140,371	18,371.35	.00	.00	121,999.65	13.1%
TOTAL PUBLIC SAFETY RETIREMENT FU		17,447,192	17,447,192	10,982,966.19	1,648,959.38	.00	6,464,225.81	62.9%
120 MAINT ASSMNT DIST								
50000	SALARIES - REGULAR	1,110,535	1,110,535	596,650.71	88,842.13	.00	513,884.29	53.7%
50100	SALARIES - TEMPORARY	0	0	1,387.50	337.50	.00	-1,387.50	100.0%
50200	OVERTIME WAGES	228,000	223,000	110,563.23	12,005.85	.00	112,436.77	49.6%
51000	CALPERS PENSION NORMAL COST	96,242	96,242	61,511.84	9,254.53	.00	34,730.16	63.9%
51010	CALPERS PENSION UAL	115,688	115,688	77,125.36	9,640.67	.00	38,562.64	66.7%
51160	CITY PAID EMPLOYEE BENEFITS	385,954	385,954	171,828.45	25,755.42	.00	214,125.55	44.5%
51300	WORKERS COMPENSATION	63,589	63,589	42,392.64	5,299.08	.00	21,196.36	66.7%
52000	POSTAGE	5,000	5,000	2,462.30	432.22	.00	2,537.70	49.2%
52200	SUBSCRIPTIONS & PUBLS	7,000	7,000	339.50	.00	6,500.00	160.50	97.7%
52300	UNIFORMS	2,500	2,500	1,610.82	73.85	6,727.83	-5,838.65	333.5%
52310	TRAINING-WORKSHOP-MTGS	12,000	12,000	4,146.62	.00	.00	7,853.38	34.6%
52400	MINOR EQUIPMENT	29,000	19,000	55,825.18	736.28	142,166.40	-178,991.58	1042.1%
52600	SUPPLIES CUSTODIAL	39,000	39,000	16,999.28	.00	57,909.08	-35,908.36	192.1%
52610	SUPPLIES SAFETY	5,000	5,000	.00	.00	.00	5,000.00	.0%
52900	MISC SUPPLIES	123,000	123,000	16,644.89	755.61	22,104.11	84,251.00	31.5%
53020	INTERNAL PHOTOCOPING COSTS	5,000	5,000	.00	.00	.00	5,000.00	.0%
53200	PROF SERVICES - OTHER	6,958,185	7,053,626	2,119,470.16	227,505.86	2,374,939.65	2,559,216.68	63.7%
53310	COUNTY PROP TAX ADMIN CHG	16,839	16,839	8,772.88	.00	.00	8,065.87	52.1%
54010	UTILITY EXPENSE-ELECTRIC	224,453	224,453	145,356.34	19,011.90	.00	79,096.66	64.8%
54030	UTILITY EXPENSE- WASTEWATER	2,979	2,979	5,636.49	141.71	.00	-2,657.49	189.2%
54040	UTILITY EXPENSE WATER	1,038,528	1,038,528	566,022.34	20,022.88	.00	472,505.66	54.5%
54050	UTIL EXP REFUSE AND DISPOSE	25,000	25,000	12,233.90	1,500.38	.00	12,766.10	48.9%
54080	TELEPHONE CHGS	12,852	12,852	9,526.69	648.06	.00	3,325.31	74.1%
56040	CAPEX - MACHINERY/EQUIP	0	15,000	11,999.99	.00	.00	3,000.01	80.0%
57000	RENTALS & LEASES	30,000	30,000	5,709.81	1,129.77	24,290.19	.00	100.0%
59000	TRANSFERS OUT	1,699,894	1,699,894	.00	.00	.00	1,699,894.41	.0%
59200	IT & DATA PROCESSING CHGS	95,660	95,660	63,773.36	7,971.67	.00	31,886.64	66.7%
59300	LIABILITY INSURANCE CHGS	171,393	171,393	114,262.00	14,282.75	.00	57,131.00	66.7%
59400	TELEPHONE CHGS HIPC	2,237	2,237	1,491.28	186.41	.00	745.72	66.7%
59500	FLEET EQUIP MAINT ISF CHG	59,182	59,182	37,357.52	4,849.64	.00	21,824.48	63.1%
59600	INDIRECT PRORATED CST CHG	558,522	558,522	372,347.92	46,543.49	.00	186,174.08	66.7%
59700	FACILITY CHG MAINTENANCE	21,163	23,143	14,108.64	1,763.58	.00	9,034.27	61.0%
59800	TRANSFERS OUT - CIP	90,270	2,424,658	38,257.90	-84,236.25	.00	2,386,400.33	1.6%
TOTAL MAINT ASSMNT DIST		13,234,665	15,666,475	4,685,815.54	414,454.99	2,634,637.26	8,346,021.99	46.7%

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181	STATE GAS TAX FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
181 STATE GAS TAX FUND								
50000	SALARIES - REGULAR	1,495,149	1,495,149	715,025.12	89,240.60	.00	780,123.88	47.8%
50100	SALARIES - TEMPORARY	13,000	13,000	10,769.15	1,672.73	.00	2,230.85	82.8%
50200	OVERTIME WAGES	50,000	50,000	58,135.79	10,839.57	.00	-8,135.79	116.3%
50410	WORKERS COMP SALARY CONTINUE	0	0	17,032.21	.00	.00	-17,032.21	100.0%
51000	CALPERS PENSION NORMAL COST	165,132	165,132	71,023.63	8,946.93	.00	94,108.37	43.0%
51010	CALPERS PENSION UAL	239,975	239,975	159,983.28	19,997.91	.00	79,991.72	66.7%
51030	RETIREMENT ENHANCEMENT PLAN	94,304	94,304	45,518.06	5,052.49	.00	48,785.94	48.3%
51160	CITY PAID EMPLOYEE BENEFITS	510,819	510,819	237,604.00	28,033.44	.00	273,215.00	46.5%
51210	RETIREE HEALTH INS PLAN	20,744	20,744	12,971.23	1,683.06	.00	7,772.77	62.5%
51300	WORKERS COMPENSATION	110,805	110,805	73,870.00	9,233.75	.00	36,935.00	66.7%
51400	AUTO ALLOWANCE	420	420	267.92	50.74	.00	152.08	63.8%
52000	POSTAGE	0	0	8.82	.00	.00	-8.82	100.0%
52310	TRAINING-WORKSHOP-MTGS	5,000	5,000	.00	.00	.00	5,000.00	.0%
52340	MEMBERSHIPS	600	600	.00	.00	.00	600.00	.0%
52400	MINOR EQUIPMENT	158,360	158,360	59,466.78	6,584.43	63,715.95	35,177.27	77.8%
52900	MISC SUPPLIES	1,473	1,473	.00	.00	.00	1,473.00	.0%
53020	INTERNAL PHOTOCOPING COSTS	1,200	1,200	342.70	.00	.00	857.30	28.6%
53200	PROF SERVICES - OTHER	503,000	503,000	193,464.51	53,109.70	133,193.90	176,341.59	64.9%
54010	UTILITY EXPENSE-ELECTRIC	153,382	153,382	162,957.14	21,157.78	.00	-9,575.14	106.2%
54080	TELEPHONE CHGS	10,000	10,000	8,475.26	1,087.91	.00	1,524.74	84.8%
57000	RENTALS & LEASES	50,000	50,000	16,136.54	2,803.68	27,017.74	6,845.72	86.3%
57110	TAXES AND FILING FEES	0	0	1,013.00	.00	.00	-1,013.00	100.0%
57500	PRINCIPAL PAYMENTS	770,000	770,000	770,000.00	.00	.00	.00	100.0%
57510	INTEREST & PENALTIES EXPENSE	548,525	548,525	548,525.00	266,562.50	.00	.00	100.0%
59200	IT & DATA PROCESSING CHGS	198,429	198,429	132,286.00	16,535.75	.00	66,143.00	66.7%
59300	LIABILITY INSURANCE CHGS	297,783	297,783	199,038.68	24,879.75	.00	98,744.32	66.8%
59400	TELEPHONE CHGS HIPC	8,871	8,871	5,914.00	739.25	.00	2,957.00	66.7%
59500	FLEET EQUIP MAINT ISF CHG	427,773	427,773	181,508.28	23,730.13	.00	246,264.72	42.4%
59600	INDIRECT PRORATED CST CHG	471,318	471,318	314,212.00	39,276.50	.00	157,106.00	66.7%
59700	FACILITY CHG MAINTENANCE	265,435	290,268	176,956.64	22,119.58	.00	113,311.22	61.0%
59800	TRANSFERS OUT - CIP	0	117,076	10,800.00	.00	.00	106,276.30	9.2%
	TOTAL STATE GAS TAX FUND	6,571,497	6,713,406	4,183,305.74	653,338.18	223,927.59	2,306,172.83	65.6%
182 TRAFFIC SAFETY FUND								
50000	SALARIES - REGULAR	243,779	243,779	77,305.63	13,029.55	.00	166,473.37	31.7%
50100	SALARIES - TEMPORARY	211	211	.00	.00	.00	211.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51000 CALPERS PENSION NORMAL COST	25,377	25,377	7,877.77	1,356.38	.00	17,499.23	31.0%
51010 CALPERS PENSION UAL	65,299	65,299	43,532.64	5,441.58	.00	21,766.36	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	18,043	18,043	8,537.32	1,330.28	.00	9,505.68	47.3%
51160 CITY PAID EMPLOYEE BENEFITS	107,578	107,578	37,647.68	5,205.23	.00	69,930.32	35.0%
51300 WORKERS COMPENSATION	26,117	26,117	17,411.36	2,176.42	.00	8,705.64	66.7%
53200 PROF SERVICES - OTHER	0	1,877	.00	.00	.00	1,877.13	.0%
59200 IT & DATA PROCESSING CHGS	53,994	53,994	35,996.00	4,499.50	.00	17,998.00	66.7%
59300 LIABILITY INSURANCE CHGS	14,394	14,394	9,596.00	1,199.50	.00	4,798.00	66.7%
59600 INDIRECT PRORATED CST CHG	75,643	75,643	50,428.64	6,303.58	.00	25,214.36	66.7%
59800 TRANSFERS OUT - CIP	0	85,380	.00	.00	.00	85,380.11	.0%
TOTAL TRAFFIC SAFETY FUND	630,435	717,692	288,333.04	40,542.02	.00	429,359.20	40.2%
185 ROAD MAINT & REHAB ACT FUND							
50000 SALARIES - REGULAR	0	0	1,522.42	.00	.00	-1,522.42	100.0%
53200 PROF SERVICES - OTHER	150,000	300,000	.00	.00	.00	300,000.00	.0%
59000 TRANSFERS OUT	856,036	2,919,381	281,160.03	53,337.23	.00	2,638,220.66	9.6%
59800 TRANSFERS OUT - CIP	4,000,000	5,927,275	515,704.98	.00	.00	5,411,570.42	8.7%
TOTAL ROAD MAINT & REHAB ACT FUND	5,006,036	9,146,656	798,387.43	53,337.23	.00	8,348,268.66	8.7%
191 ASSET SEIZURE FUND - FED							
52310 TRAINING-WORKSHOP-MTGS	0	74,774	16,204.00	1,525.00	.00	58,569.99	21.7%
52400 MINOR EQUIPMENT	0	26,995	313.88	.00	.00	26,681.07	1.2%
53200 PROF SERVICES - OTHER	0	45,003	.00	.00	16,000.00	29,003.00	35.6%
56040 CAPEX - MACHINERY/EQUIP	0	26,102	.00	.00	.00	26,102.00	.0%
TOTAL ASSET SEIZURE FUND - FED	0	172,874	16,517.88	1,525.00	16,000.00	140,356.06	18.8%
192 ASSET SEIZURE FUND - STATE							
52310 TRAINING-WORKSHOP-MTGS	0	34,457	7,862.98	.00	.00	26,594.05	22.8%
52400 MINOR EQUIPMENT	0	35,363	751.46	225.60	11,524.60	23,087.32	34.7%
53200 PROF SERVICES - OTHER	0	20,000	20,000.00	20,000.00	.00	.00	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	36,195	54,180.75	23,677.75	22.20	-18,008.15	149.8%
TOTAL ASSET SEIZURE FUND - STATE	0	126,015	82,795.19	43,903.35	11,546.80	31,673.22	74.9%

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200 FEDERAL GRANTS FUND								
50000	SALARIES - REGULAR	-9,038	1,986,335	539,280.77	91,690.74	.00	1,447,053.95	27.1%
50100	SALARIES - TEMPORARY	42,901	42,901	24,914.00	3,434.00	.00	17,987.00	58.1%
50200	OVERTIME WAGES	0	209,761	94,605.30	53,109.75	.00	115,155.42	45.1%
50220	STATION COVERAGE OT	0	636,203	85,457.31	24,062.20	.00	550,745.25	13.4%
51000	CALPERS PENSION NORMAL COST	6,529	188,506	7,457.43	1,699.29	.00	181,048.31	4.0%
51010	CALPERS PENSION UAL	10,883	10,883	7,255.36	906.92	.00	3,627.64	66.7%
51030	RETIREMENT ENHANCEMENT PLAN	12,857	12,857	7,535.77	1,037.56	.00	5,321.23	58.6%
51160	CITY PAID EMPLOYEE BENEFITS	19,816	750,433	183,704.07	34,453.34	.00	566,728.91	24.5%
51300	WORKERS COMPENSATION	53,447	113,175	35,631.36	4,453.92	.00	77,543.29	31.5%
51410	UNIFORM ALLOWANCE	1,200	1,200	.00	.00	.00	1,200.00	.0%
52310	TRAINING-WORKSHOP-MTGS	0	131,992	21,832.70	7,588.41	.00	110,159.30	16.5%
52400	MINOR EQUIPMENT	0	293,750	173,265.87	-968.98	.00	120,483.68	59.0%
53200	PROF SERVICES - OTHER	0	404,215	70,834.00	.00	1,128.00	332,252.80	17.8%
59300	LIABILITY INSURANCE CHGS	26,385	33,143	17,590.00	2,198.75	.00	15,553.00	53.1%
59800	TRANSFERS OUT - CIP	0	13,573,207	2,981,085.62	.00	.00	10,592,121.18	22.0%
TOTAL FEDERAL GRANTS FUND		164,980	18,388,559	4,250,449.56	223,665.90	1,128.00	14,136,980.96	23.1%
201 CDGB FUND								
50000	SALARIES - REGULAR	292,048	365,200	160,393.84	20,862.30	.00	204,806.02	43.9%
50100	SALARIES - TEMPORARY	144,061	271,633	60,590.00	-10,021.00	.00	211,043.41	22.3%
51000	CALPERS PENSION NORMAL COST	33,547	41,650	16,797.11	2,211.16	.00	24,853.25	40.3%
51010	CALPERS PENSION UAL	0	6,714	.00	.00	.00	6,714.00	.0%
51030	RETIREMENT ENHANCEMENT PLAN	15,123	24,041	3,964.87	879.80	.00	20,076.02	16.5%
51160	CITY PAID EMPLOYEE BENEFITS	60,319	76,508	48,164.36	5,406.41	.00	28,343.84	63.0%
52000	POSTAGE	1,460	1,660	228.48	.00	.00	1,431.52	13.8%
52310	TRAINING-WORKSHOP-MTGS	4,600	13,517	100.91	.00	.00	13,416.12	.7%
52320	MILEAGE REIMBURSEMENTS	200	400	.00	.00	.00	400.00	.0%
52400	MINOR EQUIPMENT	2,250	3,859	.00	.00	.00	3,859.17	.0%
52900	MISC SUPPLIES	7,700	8,800	1,174.68	1,043.61	156.39	7,468.93	15.1%
53020	INTERNAL PHOTOCOPING COSTS	2,250	2,323	163.24	.00	.00	2,159.32	7.0%
53200	PROF SERVICES - OTHER	608,460	1,181,978	38,918.44	1,316.34	94,402.00	1,048,657.46	11.3%
53220	SERVICES LEGAL SERVICES	800	2,770	.00	.00	.00	2,770.00	.0%
53250	ADVERTISING	7,712	8,442	3,455.00	.00	1,545.00	3,442.08	59.2%
53600	HOUSING ASSIST LOAN GRANT	250,000	2,374,786	623,367.18	1,700.00	1,247,650.94	503,768.34	78.8%
54020	UTILITY EXPENSE - GAS	0	12,000	.00	.00	.00	12,000.00	.0%
54030	UTILITY EXPENSE- WASTEWATER	0	371	.00	.00	.00	371.00	.0%

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54040 UTILITY EXPENSE WATER	0	4,052	.00	.00	.00	4,052.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	11,029	.00	.00	.00	11,029.00	.0%
54080 TELEPHONE CHGS	2,000	3,006	833.24	103.28	.00	2,172.75	27.7%
56010 CAPEX - BUILDINGS	0	120,000	.00	.00	.00	120,000.00	.0%
57000 RENTALS & LEASES	0	814,538	.00	.00	.00	814,538.00	.0%
57400 CONTRIBUTION TO OTHER FND	0	49,025	.00	.00	.00	49,025.00	.0%
57410 CONTRIBUTION TO OTHER AGCY	117,000	419,679	.00	.00	117,000.00	302,679.00	27.9%
59300 LIABILITY INSURANCE CHGS	0	1,781	.00	.00	.00	1,781.00	.0%
59800 TRANSFERS OUT - CIP	764,387	2,736,679	28,902.69	.00	.00	2,707,776.61	1.1%
TOTAL CDGB FUND	2,313,917	8,556,442	987,054.04	23,501.90	1,460,754.33	6,108,633.84	28.6%

202 HOME FUND

50000 SALARIES - REGULAR	0	101,680	.00	.00	.00	101,680.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	20,000	.00	.00	.00	20,000.00	.0%
52000 POSTAGE	600	1,659	132.91	41.20	.00	1,526.25	8.0%
52310 TRAINING-WORKSHOP-MTGS	2,100	2,610	550.00	.00	.00	2,060.38	21.1%
52320 MILEAGE REIMBURSEMENTS	120	440	.00	.00	.00	440.00	.0%
52400 MINOR EQUIPMENT	2,250	4,500	.00	.00	.00	4,500.00	.0%
52900 MISC SUPPLIES	1,200	2,700	.00	.00	500.00	2,200.00	18.5%
53020 INTERNAL PHOTOCOPING COSTS	1,500	3,000	.00	.00	.00	3,000.00	.0%
53200 PROF SERVICES - OTHER	49,116	264,874	4,522.50	.00	69,389.50	190,962.49	27.9%
53220 SERVICES LEGAL SERVICES	25,000	130,000	.00	.00	.00	130,000.00	.0%
53250 ADVERTISING	5,000	18,780	.00	.00	3,000.00	15,780.00	16.0%
53600 HOUSING ASSIST LOAN GRANT	666,651	3,252,051	.00	.00	80,000.00	3,172,051.00	2.5%
57800 FOR CONTINGENCIES	115,330	280,250	.00	.00	.00	280,250.00	.0%
TOTAL HOME FUND	868,867	4,082,545	5,205.41	41.20	152,889.50	3,924,450.12	3.9%

203 EMERGENCY SHELTER FUND

50000 SALARIES - REGULAR	11,723	18,257	272.98	272.98	.00	17,983.63	1.5%
51000 CALPERS PENSION NORMAL COST	1,312	1,942	28.42	28.42	.00	1,913.18	1.5%
51010 CALPERS PENSION UAL	0	513	.00	.00	.00	513.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	2,556	3,919	63.11	63.11	.00	3,856.07	1.6%
51300 WORKERS COMPENSATION	0	313	.00	.00	.00	313.00	.0%
53200 PROF SERVICES - OTHER	109,000	605,045	-52,871.38	17,489.62	123,793.98	534,122.21	11.7%
57410 CONTRIBUTION TO OTHER AGCY	83,292	154,647	25,704.12	6,126.95	87,817.88	41,125.00	73.4%
TOTAL EMERGENCY SHELTER FUND	207,883	784,635	-26,802.75	23,981.08	211,611.86	599,826.09	23.6%

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204	ARPA	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
204 ARPA								
50000	SALARIES - REGULAR	0	58,200	.00	.00	.00	58,200.00	.0%
50100	SALARIES - TEMPORARY	0	236,970	.00	.00	.00	236,969.68	.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	20,732	.00	.00	.00	20,732.00	.0%
52400	MINOR EQUIPMENT	0	240,615	2,506.03	.00	23,935.67	214,173.37	11.0%
52600	SUPPLIES CUSTODIAL	0	65,000	135.36	.00	13,000.00	51,864.64	20.2%
52610	SUPPLIES SAFETY	0	16,317	.00	.00	.00	16,317.17	.0%
52620	SUPPLIES OTHER	0	4,827	.00	.00	.00	4,827.20	.0%
52900	MISC SUPPLIES	0	149,948	435.80	435.80	10,564.20	138,948.09	7.3%
53200	PROF SERVICES - OTHER	0	4,517,951	406,634.98	19,676.86	571,181.36	3,540,134.30	21.6%
53250	ADVERTISING	0	11,954	.00	.00	.00	11,953.76	.0%
53270	CONSTRUCTION SERVICES	0	238,923	.00	.00	.00	238,922.50	.0%
56030	CAPEX - VEHICLES	0	255,106	.00	.00	.00	255,106.02	.0%
57000	RENTALS & LEASES	0	0	135,819.53	.00	35,180.47	-171,000.00	100.0%
57400	CONTRIBUTION TO OTHER FND	0	0	-1,000.00	.00	.00	1,000.00	100.0%
59000	TRANSFERS OUT	0	50,756	.00	.00	.00	50,755.77	.0%
59800	TRANSFERS OUT - CIP	0	17,035,487	334,736.04	.00	.00	16,700,751.09	2.0%
	TOTAL ARPA	0	22,902,785	879,267.74	20,112.66	653,861.70	21,369,655.59	6.7%
210 STATE & LOCAL GRANTS FUND								
50000	SALARIES - REGULAR	2,095,520	2,219,158	917,226.58	106,272.67	.00	1,301,931.67	41.3%
50100	SALARIES - TEMPORARY	3,791,361	3,782,118	901,213.90	150,235.80	.00	2,880,904.09	23.8%
50200	OVERTIME WAGES	0	293,273	497,652.18	100,127.58	.00	-204,379.31	169.7%
50410	WORKERS COMP SALARY CONTINUE	0	0	6,483.53	4,471.40	.00	-6,483.53	100.0%
51000	CALPERS PENSION NORMAL COST	222,710	223,510	108,226.81	12,723.66	.00	115,283.52	48.4%
51010	CALPERS PENSION UAL	403,216	403,216	268,810.16	33,601.27	.00	134,405.84	66.7%
51030	RETIREMENT ENHANCEMENT PLAN	15,070	15,070	7,321.78	.00	.00	7,748.22	48.6%
51160	CITY PAID EMPLOYEE BENEFITS	823,968	853,158	439,741.70	55,003.54	.00	413,416.67	51.5%
51300	WORKERS COMPENSATION	157,481	188,360	104,987.84	13,123.48	.00	83,371.78	55.7%
52300	UNIFORMS	17,910	27,910	12,183.99	8,586.61	5,091.01	10,635.00	61.9%
52310	TRAINING-WORKSHOP-MTGS	22,000	118,892	13,371.33	445.00	.00	105,520.78	11.2%
52320	MILEAGE REIMBURSEMENTS	1,230	2,074	.00	.00	.00	2,074.00	.0%
52330	EDUCATION REIMBURSEMENT	0	30,000	1,245.00	.00	.00	28,755.00	4.2%
52340	MEMBERSHIPS	1,000	1,000	590.00	.00	.00	410.00	59.0%
52400	MINOR EQUIPMENT	66,160	606,421	177,524.72	71,197.78	64,488.10	364,408.15	39.9%
52510	PUBLIC OUTREACH	0	31,947	.00	.00	.00	31,946.86	.0%
52620	SUPPLIES OTHER	13,200	25,372	6,507.87	383.98	2,100.00	16,764.13	33.9%

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52900 MISC SUPPLIES	17,000	64,661	8,551.48	2,279.22	12,171.72	43,937.99	32.0%
53000 SOFTWARE EXPENSE	0	75,000	4,745.25	4,745.25	75,510.75	-5,256.00	107.0%
53010 SERVICES PRINTING BINDING	8,660	13,227	.00	.00	.00	13,227.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	0	10,000	80.86	.00	.00	9,919.14	.8%
53200 PROF SERVICES - OTHER	55,700	5,517,894	619,777.32	119,530.82	2,317,607.54	2,580,508.75	53.2%
53210 SERVICES AUDIT	0	25,000	25,000.00	.00	.00	.00	100.0%
53250 ADVERTISING	0	78,036	3,420.00	.00	.00	74,615.54	4.4%
53600 HOUSING ASSIST LOAN GRANT	0	846,363	.00	.00	.00	846,363.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	5,000	.00	.00	.00	5,000.00	.0%
54080 TELEPHONE CHGS	24,860	32,860	18,275.01	1,949.24	.00	14,584.99	55.6%
56040 CAPEX - MACHINERY/EQUIP	0	119,221	4,362.15	.00	2.84	114,856.40	3.7%
57410 CONTRIBUTION TO OTHER AGCY	0	30,801	.00	.00	.00	30,801.00	.0%
58100 GENERAL LIABILITY INSURANCE	1,700	1,700	.00	.00	.00	1,700.00	.0%
59000 TRANSFERS OUT	0	257,747	30,434.18	30,434.18	.00	227,312.82	11.8%
59200 IT & DATA PROCESSING CHGS	9,481	9,481	6,320.64	790.08	.00	3,160.36	66.7%
59300 LIABILITY INSURANCE CHGS	50,512	50,512	33,674.64	4,209.33	.00	16,837.36	66.7%
59600 INDIRECT PRORATED CST CHG	0	3,592	.00	.00	.00	3,592.00	.0%
59800 TRANSFERS OUT - CIP	0	33,030,521	1,804,510.12	.00	.00	31,226,010.94	5.5%
TOTAL STATE & LOCAL GRANTS FUND	7,798,739	48,993,095	6,022,239.04	720,110.89	2,476,971.96	40,493,884.16	17.3%

212 TRANSPORT DEV ACT (TDA) FUND

50000 SALARIES - REGULAR	73,410	73,410	12,755.21	1,752.21	.00	60,654.79	17.4%
51000 CALPERS PENSION NORMAL COST	7,642	7,642	1,328.53	182.45	.00	6,313.47	17.4%
51010 CALPERS PENSION UAL	6,530	6,530	4,353.36	544.17	.00	2,176.64	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	162.38	16.12	.00	-162.38	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	26,044	26,044	2,071.32	288.67	.00	23,972.68	8.0%
51300 WORKERS COMPENSATION	5,213	5,213	3,475.36	434.42	.00	1,737.64	66.7%
52620 SUPPLIES OTHER	5,000	5,000	147.02	147.02	2,147.23	2,705.75	45.9%
53200 PROF SERVICES - OTHER	778,000	778,000	362,749.12	21,279.85	410,743.47	4,507.41	99.4%
54010 UTILITY EXPENSE-ELECTRIC	28,000	28,000	33,446.10	7,083.34	.00	-5,446.10	119.5%
54030 UTILITY EXPENSE- WASTEWATER	7,500	7,500	1,695.96	456.35	.00	5,804.04	22.6%
54040 UTILITY EXPENSE WATER	24,260	24,260	5,489.00	709.64	.00	18,771.00	22.6%
54050 UTIL EXP REFUSE AND DISPOSE	7,850	7,850	5,034.72	627.84	.00	2,815.28	64.1%
54080 TELEPHONE CHGS	1,100	1,100	1,083.33	271.88	.00	16.67	98.5%
55010 BUILDING MAINT & REPAIR	0	8,050	.00	.00	.00	8,050.00	.0%
59000 TRANSFERS OUT	5,000	46,792	20,254.19	.00	.00	26,538.15	43.3%
59200 IT & DATA PROCESSING CHGS	5,399	5,399	3,599.36	449.92	.00	1,799.64	66.7%
59300 LIABILITY INSURANCE CHGS	14,049	14,049	9,366.00	1,170.75	.00	4,683.00	66.7%
59400 TELEPHONE CHGS HIPC	6,656	6,656	4,437.36	554.67	.00	2,218.64	66.7%
59600 INDIRECT PRORATED CST CHG	46,892	46,892	31,261.36	3,907.67	.00	15,630.64	66.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	0	1,863,396	8,952.72	.00	.00	1,854,443.27	.5%
TOTAL TRANSPORT DEV ACT (TDA) FUN	1,048,545	2,961,783	511,662.40	39,876.97	412,890.70	2,037,230.23	31.2%
220 STATE HOUSING (LHTFP) GRANT							
50000 SALARIES - REGULAR	0	34,714	-2,569.01	.00	.00	37,282.88	-7.4%
53200 PROF SERVICES - OTHER	0	1,659,180	1,321,222.73	514,148.48	34,074.27	303,883.22	81.7%
53600 HOUSING ASSIST LOAN GRANT	0	1,140,112	.00	.00	347,528.00	792,583.80	30.5%
TOTAL STATE HOUSING (LHTFP) GRANT	0	2,834,006	1,318,653.72	514,148.48	381,602.27	1,133,749.90	60.0%
301 CAPITAL OUTLAY FUND							
50000 SALARIES - REGULAR	250,000	499,896	97,210.97	7,920.18	.00	402,685.42	19.4%
50200 OVERTIME WAGES	0	650,996	.00	.00	.00	650,995.90	.0%
51000 CALPERS PENSION NORMAL COST	0	16,061	10,114.72	824.49	.00	5,946.27	63.0%
51010 CALPERS PENSION UAL	0	17,914	.00	.00	.00	17,914.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	0	458	.00	.00	.00	458.00	.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	69,702	19,910.42	1,683.27	.00	49,791.95	28.6%
51300 WORKERS COMPENSATION	0	64,859	.00	.00	.00	64,859.14	.0%
52310 TRAINING-WORKSHOP-MTGS	0	68,947	9,452.98	.00	.00	59,494.18	13.7%
52400 MINOR EQUIPMENT	0	400,303	163,970.06	.00	40,000.00	196,332.47	51.0%
52600 SUPPLIES CUSTODIAL	0	30,000	.00	.00	5,000.00	25,000.00	16.7%
52900 MISC SUPPLIES	0	50,000	355.58	.00	5,500.00	44,144.42	11.7%
53000 SOFTWARE EXPENSE	283,021	290,978	158,690.86	-582,540.25	.01	132,287.13	54.5%
53200 PROF SERVICES - OTHER	4,916,333	28,275,214	6,614,500.97	723,862.24	7,416,410.14	14,244,302.53	49.6%
53220 SERVICES LEGAL SERVICES	0	6,032	.00	.00	.00	6,032.00	.0%
53250 ADVERTISING	0	92,500	49,824.00	5,190.00	22,144.00	20,532.00	77.8%
53270 CONSTRUCTION SERVICES	25,175,952	70,719,039	7,033,257.92	3,797,020.84	19,166,970.33	44,518,810.86	37.0%
55010 BUILDING MAINT & REPAIR	0	348,322	.00	.00	.00	348,322.43	.0%
55020 EQUIPMENT MAINTENANCE	0	95,575	.00	.00	.00	95,575.00	.0%
56000 CAPEX - LAND EASEMENTS	0	18,649	64,636.00	.00	18,649.00	-64,636.00	446.6%
56010 CAPEX - BUILDINGS	0	6,683,791	12,575.31	.00	1,308,458.08	5,362,757.18	19.8%
56020 CAPEX - IMPRV OTH. THN BLDGS	764,387	14,708,570	43,425.20	.00	139,529.80	14,525,615.43	1.2%
56030 CAPEX - VEHICLES	0	667,614	.00	.00	.00	667,613.76	.0%
56040 CAPEX - MACHINERY/EQUIP	1,365,139	11,524,732	2,120,162.39	206,476.44	1,467,481.88	7,937,088.02	31.1%
56050 CAPEX - INFRASTRUCTURE	0	3,521,570	.00	.00	.00	3,521,570.28	.0%
56888 LIFE TO DATE COSTS (END FY22)	0	0	-20,492.22	.00	.00	20,492.22	100.0%
57000 RENTALS & LEASES	0	0	7,890.17	1,600.01	61,109.83	-69,000.00	100.0%

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57800 FOR CONTINGENCIES	0	5,240,774	.00	.00	.00	5,240,774.00	.0%
59000 TRANSFERS OUT	0	6,077,872	1,016,915.46	147,660.07	.00	5,060,956.77	16.7%
59300 LIABILITY INSURANCE CHGS	15,507	39,107	.00	.00	.00	39,107.00	.0%
TOTAL CAPITAL OUTLAY FUND	32,770,339	150,179,476	17,402,400.79	4,309,697.29	29,651,253.07	103,125,822.36	31.3%
311 PEG FEES FUND							
59800 TRANSFERS OUT - CIP	0	439,207	12,651.93	.00	.00	426,555.31	2.9%
TOTAL PEG FEES FUND	0	439,207	12,651.93	.00	.00	426,555.31	2.9%
313 2022 LEASE PURCH EQUIP FUND							
59800 TRANSFERS OUT - CIP	0	1,680,723	.00	.00	.00	1,680,722.58	.0%
TOTAL 2022 LEASE PURCH EQUIP FUND	0	1,680,723	.00	.00	.00	1,680,722.58	.0%
314 2014 LEASE REV BOND FUND							
59600 INDIRECT PRORATED CST CHG	923	923	615.36	76.92	.00	307.64	66.7%
59800 TRANSFERS OUT - CIP	0	972,783	6,058.33	.00	.00	966,725.00	.6%
TOTAL 2014 LEASE REV BOND FUND	923	973,706	6,673.69	76.92	.00	967,032.64	.7%
315 2006 TAB HERO/SW/ORMOND FUND							
59800 TRANSFERS OUT - CIP	0	2,554,345	282,024.54	.00	.00	2,272,320.41	11.0%
TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	2,554,345	282,024.54	.00	.00	2,272,320.41	11.0%
320 LOST PUBLIC SECTOR REV FUND							
50000 SALARIES - REGULAR	0	83,686	707.47	.00	.00	82,978.14	.8%

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50500 MISC PAYROLL EXPENSE	0	300	.00	.00	.00	300.00	.0%
51000 CALPERS PENSION NORMAL COST	0	5,899	75.10	.00	.00	5,824.36	1.3%
51160 CITY PAID EMPLOYEE BENEFITS	0	21,424	126.13	.00	.00	21,297.55	.6%
53200 PROF SERVICES - OTHER	0	5,797,968	75,108.55	5,032.50	232,171.27	5,490,688.37	5.3%
53270 CONSTRUCTION SERVICES	0	3,607,479	.00	.00	.00	3,607,478.96	.0%
56010 CAPEX - BUILDINGS	0	1,900,000	.00	.00	.00	1,900,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	1,195,000	110,888.75	.00	589,206.01	494,905.24	58.6%
57400 CONTRIBUTION TO OTHER FND	0	100,000	2,000,000.00	.00	.00	-1,900,000.00	2000.0%
59000 TRANSFERS OUT	0	303,290	2,618.41	773.11	.00	300,671.74	.9%
59800 TRANSFERS OUT - CIP	0	14,442,844	3,248,876.64	.00	.00	11,193,967.47	22.5%
TOTAL LOST PUBLIC SECTOR REV FUND	0	27,457,890	5,438,401.05	5,805.61	821,377.28	21,198,111.83	22.8%
350 DEVELOPMENT IMPACT FEES FUND							
53200 PROF SERVICES - OTHER	0	8,713	8,410.75	.00	.00	302.00	96.5%
53700 DEVELOPER REIMBURSEMENTS	11,420,000	11,420,000	.00	.00	.00	11,420,000.00	.0%
59020 TRANSFER OUT - INTRAFUND	0	2,503,555	.00	.00	.00	2,503,555.00	.0%
59600 INDIRECT PRORATED CST CHG	51,770	51,770	28,941.80	3,385.58	.00	22,828.20	55.9%
59800 TRANSFERS OUT - CIP	3,370,604	15,767,660	282,056.79	.00	.00	15,485,603.62	1.8%
59900 TRANSFERS OUT - DEBT	0	544,652	111,022.63	.00	.00	433,629.37	20.4%
TOTAL DEVELOPMENT IMPACT FEES FUN	14,842,374	30,296,350	430,431.97	3,385.58	.00	29,865,918.19	1.4%
360 OTH. DEVPT FEES FUND							
50000 SALARIES - REGULAR	698,255	653,255	294,826.51	49,033.91	.00	358,428.49	45.1%
50100 SALARIES - TEMPORARY	14,343	14,343	10,921.63	2,073.50	.00	3,421.37	76.1%
50200 OVERTIME WAGES	5,627	5,627	1,927.76	662.83	.00	3,699.24	34.3%
51000 CALPERS PENSION NORMAL COST	94,039	94,039	38,451.03	6,157.89	.00	55,587.97	40.9%
51010 CALPERS PENSION UAL	13,604	13,604	9,069.28	1,133.66	.00	4,534.72	66.7%
51160 CITY PAID EMPLOYEE BENEFITS	174,237	153,095	62,652.01	9,733.47	.00	90,442.99	40.9%
51300 WORKERS COMPENSATION	38,393	38,393	25,595.36	3,199.42	.00	12,797.64	66.7%
51410 UNIFORM ALLOWANCE	800	800	1,600.00	.00	.00	-800.00	200.0%
52000 POSTAGE	2,600	2,600	919.80	.00	.00	1,680.20	35.4%
52200 SUBSCRIPTIONS & PUBLS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52300 UNIFORMS	2,100	2,100	3,428.41	360.53	4,789.18	-6,117.59	391.3%
52310 TRAINING-WORKSHOP-MTGS	11,935	11,935	2,276.90	.00	.00	9,658.10	19.1%
52320 MILEAGE REIMBURSEMENTS	500	500	.00	.00	.00	500.00	.0%
52340 MEMBERSHIPS	975	975	.00	.00	.00	975.00	.0%

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52400 MINOR EQUIPMENT	8,850	8,850	2,824.99	.00	5,000.00	1,025.01	88.4%
52610 SUPPLIES SAFETY	2,810	2,810	262.49	.00	.00	2,547.51	9.3%
52900 MISC SUPPLIES	6,375	6,375	4,781.45	462.45	1,510.42	83.13	98.7%
53010 SERVICES PRINTING BINDING	1,750	1,750	.00	.00	500.00	1,250.00	28.6%
53020 INTERNAL PHOTOCOPING COSTS	3,500	3,500	1,493.57	442.46	1,589.58	416.85	88.1%
53110 SERVICES MEDICAL	5,500	5,500	.00	.00	.00	5,500.00	.0%
53200 PROF SERVICES - OTHER	103,500	206,353	49,680.96	7,187.71	58,048.93	98,622.75	52.2%
53220 SERVICES LEGAL SERVICES	100,000	100,000	5,229.00	.00	3,332.04	91,438.96	8.6%
53250 ADVERTISING	2,500	2,500	395.00	.00	2,105.00	.00	100.0%
53600 HOUSING ASSIST LOAN GRANT	100,000	1,450,000	.00	.00	1,250,000.00	200,000.00	86.2%
54080 TELEPHONE CHGS	5,000	5,000	3,720.02	331.68	.00	1,279.98	74.4%
55030 VEHICLE MAINTENANCE	700	700	.00	.00	.00	700.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	60,000	.00	.00	.00	60,000.00	.0%
57300 LEASE PMT CAP GROWTH FEES	23,366	23,366	4,762.87	.00	.00	18,603.13	20.4%
59000 TRANSFERS OUT	18,858	0	.00	.00	.00	.00	.0%
59200 IT & DATA PROCESSING CHGS	49,945	49,945	33,296.64	4,162.08	.00	16,648.36	66.7%
59300 LIABILITY INSURANCE CHGS	42,169	42,169	28,112.72	3,514.09	.00	14,056.28	66.7%
59400 TELEPHONE CHGS HIPC	2,237	2,237	1,491.36	186.42	.00	745.64	66.7%
59500 FLEET EQUIP MAINT ISF CHG	17,120	17,120	7,428.80	814.64	.00	9,691.20	43.4%
59600 INDIRECT PRORATED CST CHG	84,931	84,931	56,620.64	7,077.58	.00	28,310.36	66.7%
59700 FACILITY CHG MAINTENANCE	13,666	14,945	9,110.64	1,138.83	.00	5,833.89	61.0%
59800 TRANSFERS OUT - CIP	0	2,068,478	1,248.43	.00	.00	2,067,229.95	.1%
TOTAL OTH. DEVPT FEES FUND	1,651,685	5,149,295	662,128.27	97,673.15	1,326,875.15	3,160,291.13	38.6%
420 HOUSING SUC AGCY FUND							
50000 SALARIES - REGULAR	6,738	6,738	2,240.52	501.68	.00	4,497.48	33.3%
51000 CALPERS PENSION NORMAL COST	701	701	230.39	52.20	.00	470.61	32.9%
51010 CALPERS PENSION UAL	1,088	1,088	725.36	90.67	.00	362.64	66.7%
51160 CITY PAID EMPLOYEE BENEFITS	2,372	2,372	451.13	113.84	.00	1,920.87	19.0%
51300 WORKERS COMPENSATION	386	386	257.36	32.17	.00	128.64	66.7%
52320 MILEAGE REIMBURSEMENTS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52400 MINOR EQUIPMENT	300	300	.00	.00	.00	300.00	.0%
52900 MISC SUPPLIES	1,000	1,000	.00	.00	500.00	500.00	50.0%
53020 INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200 PROF SERVICES - OTHER	57,675	205,490	9,411.78	1,169.50	45,053.22	151,025.00	26.5%
53220 SERVICES LEGAL SERVICES	30,000	30,000	.00	.00	.00	30,000.00	.0%
53600 HOUSING ASSIST LOAN GRANT	25,000	1,525,000	.00	.00	1,500,000.00	25,000.00	98.4%
59300 LIABILITY INSURANCE CHGS	500	500	333.36	41.67	.00	166.64	66.7%
TOTAL HOUSING SUC AGCY FUND	128,260	1,776,075	13,649.90	2,001.73	1,545,553.22	216,871.88	87.8%
429 CDC SUCCESSOR AGENCY FUND							

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429	CDC SUCCESSOR AGENCY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	0	59,200	.00	.00	.00	59,200.00	.0%
52900	MISC SUPPLIES	0	25,000	.00	.00	.00	25,000.00	.0%
53200	PROF SERVICES - OTHER	9,000	24,000	23,133.77	360.96	46,743.18	-45,876.95	291.2%
53210	SERVICES AUDIT	0	10,000	.00	.00	.00	10,000.00	.0%
53220	SERVICES LEGAL SERVICES	0	25,000	23,250.00	3,800.00	36,750.00	-35,000.00	240.0%
53700	DEVELOPER REIMBURSEMENTS	0	2,157,329	2,031,951.00	.00	.00	125,378.00	94.2%
54030	UTILITY EXPENSE- WASTEWATER	0	25,000	1,400.71	244.39	.00	23,599.29	5.6%
54040	UTILITY EXPENSE WATER	0	25,000	2,174.10	345.37	.00	22,825.90	8.7%
55020	EQUIPMENT MAINTENANCE	0	25,000	.00	.00	.00	25,000.00	.0%
57500	PRINCIPAL PAYMENTS	0	3,822,800	3,210,900.00	303,800.00	.00	611,900.00	84.0%
57510	INTEREST & PENALTIES EXPENSE	0	1,205,883	1,205,881.50	580,035.75	.00	1.50	100.0%
59500	FLEET EQUIP MAINT ISF CHG	3,480	3,480	279.54	279.54	.00	3,200.46	8.0%
59800	TRANSFERS OUT - CIP	0	199,000	.00	.00	.00	199,000.00	.0%
	TOTAL CDC SUCCESSOR AGENCY FUND	12,480	7,606,692	6,498,970.62	888,866.01	83,493.18	1,024,228.20	86.5%
481 DOWNTOWN IMPROVEMENT DISTRICT								
53200	PROF SERVICES - OTHER	85,716	168,400	6,255.75	.00	.00	162,143.87	3.7%
59800	TRANSFERS OUT - CIP	0	48,934	.00	.00	.00	48,934.00	.0%
	TOTAL DOWNTOWN IMPROVEMENT DISTRI	85,716	217,334	6,255.75	.00	.00	211,077.87	2.9%
500 BOND ASSESSMENT DISTRICTS								
52000	POSTAGE	1,500	1,500	.00	.00	.00	1,500.00	.0%
52400	MINOR EQUIPMENT	1,500	1,500	.00	.00	.00	1,500.00	.0%
52900	MISC SUPPLIES	1,500	1,500	.00	.00	.00	1,500.00	.0%
53200	PROF SERVICES - OTHER	56,000	56,000	42,136.36	.00	13,898.03	-34.39	100.1%
53210	SERVICES AUDIT	500	500	.00	.00	.00	500.00	.0%
53250	ADVERTISING	1,500	1,500	.00	.00	.00	1,500.00	.0%
53310	COUNTY PROP TAX ADMIN CHG	11,141	11,141	10,152.15	.00	.00	988.85	91.1%
57500	PRINCIPAL PAYMENTS	2,375,000	2,375,000	2,375,000.00	.00	.00	.00	100.0%
57510	INTEREST & PENALTIES EXPENSE	1,663,422	1,663,422	1,661,685.73	807,452.79	.00	1,736.27	99.9%
59000	TRANSFERS OUT	51,216	51,216	.00	.00	.00	51,216.00	.0%
59600	INDIRECT PRORATED CST CHG	20,459	20,459	13,639.44	1,704.93	.00	6,819.56	66.7%
60500	DEBT OFFSET	0	0	-2,375,000.00	.00	.00	2,375,000.00	100.0%
	TOTAL BOND ASSESSMENT DISTRICTS	4,183,738	4,183,738	1,727,613.68	809,157.72	13,898.03	2,442,226.29	41.6%
541 DEVELOPER/OTHER DEPOSITS FUND								

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541	DEVELOPER/OTHER DEPOSITS FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52310	TRAINING-WORKSHOP-MTGS	0	15,705	5,450.17	.00	.00	10,254.49	34.7%
53200	PROF SERVICES - OTHER	0	6,455,869	215,343.42	9,118.50	232,943.01	6,007,582.68	6.9%
59800	TRANSFERS OUT - CIP	300,000	300,000	.00	.00	.00	300,000.00	.0%
	TOTAL DEVELOPER/OTHER DEPOSITS FU	300,000	6,771,574	220,793.59	9,118.50	232,943.01	6,317,837.17	6.7%
542 PAYROLL CLEARING FUND								
50400	VAC SICK COMP BUYBACK	3,488,707	3,488,707	2,102,259.68	159,832.19	.00	1,386,447.32	60.3%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	28,733.01	2,317.63	.00	-28,733.01	100.0%
53200	PROF SERVICES - OTHER	0	0	21,150.73	4,553.75	.00	-21,150.73	100.0%
53500	BANK CHARGES	0	0	400.00	.00	.00	-400.00	100.0%
	TOTAL PAYROLL CLEARING FUND	3,488,707	3,488,707	2,152,543.42	166,703.57	.00	1,336,163.58	61.7%
545 HOUSING AUTHORITY PAYROLL FUND								
50000	SALARIES - REGULAR	3,620,996	3,620,996	2,066,466.77	260,109.55	.00	1,554,529.23	57.1%
50100	SALARIES - TEMPORARY	0	0	13,220.20	3,460.80	.00	-13,220.20	100.0%
50200	OVERTIME WAGES	0	0	49,599.53	3,560.33	.00	-49,599.53	100.0%
50410	WORKERS COMP SALARY CONTINUE	0	0	724.46	.00	.00	-724.46	100.0%
51000	CALPERS PENSION NORMAL COST	376,941	376,941	215,394.57	26,963.18	.00	161,546.43	57.1%
51010	CALPERS PENSION UAL	515,862	515,862	.00	.00	.00	515,862.00	.0%
51030	RETIREMENT ENHANCEMENT PLAN	267,707	267,707	169,115.59	21,066.77	.00	98,591.41	63.2%
51040	EARLY RETIREMENT INCENTIVE	3,516	3,516	3,516.10	.00	.00	-.10	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	1,202,893	1,202,893	691,127.27	84,634.77	.00	511,765.73	57.5%
51210	RETIREE HEALTH INS PLAN	36,443	36,443	22,787.31	2,956.73	.00	13,655.69	62.5%
51400	AUTO ALLOWANCE	2,520	2,520	1,594.46	193.85	.00	925.54	63.3%
	TOTAL HOUSING AUTHORITY PAYROLL F	6,026,878	6,026,878	3,233,546.26	402,945.98	.00	2,793,331.74	53.7%
561 OXNARD DOWNTOWN MGT DIST FUND								
53310	COUNTY PROP TAX ADMIN CHG	0	0	460.65	.00	.00	-460.65	100.0%
57410	CONTRIBUTION TO OTHER AGCY	0	0	183,800.60	183,800.60	.00	-183,800.60	100.0%
	TOTAL OXNARD DOWNTOWN MGT DIST FU	0	0	184,261.25	183,800.60	.00	-184,261.25	100.0%
571 CONTRIBUTIONS TRUST FUND								

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571	CONTRIBUTIONS TRUST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51160	CITY PAID EMPLOYEE BENEFITS	0	130	.00	.00	.00	129.79	.0%
52300	UNIFORMS	0	0	1,278.23	.00	.00	-1,278.23	100.0%
52310	TRAINING-WORKSHOP-MTGS	0	246,489	5,575.46	900.00	.00	240,913.16	2.3%
52400	MINOR EQUIPMENT	0	97,044	.00	.00	.00	97,043.55	.0%
52620	SUPPLIES OTHER	0	65,478	13,979.55	1,005.90	1,780.10	49,718.41	24.1%
53020	INTERNAL PHOTOCOPING COSTS	0	1,534	.00	.00	.00	1,534.43	.0%
53200	PROF SERVICES - OTHER	0	781,799	3,364.20	.00	.00	778,434.81	.4%
55010	BUILDING MAINT & REPAIR	0	1,650,000	.00	.00	.00	1,650,000.00	.0%
56040	CAPEX - MACHINERY/EQUIP	0	1,732	.00	.00	.00	1,731.72	.0%
59800	TRANSFERS OUT - CIP	0	1,680	.00	.00	.00	1,680.00	.0%
	TOTAL CONTRIBUTIONS TRUST FUND	0	2,845,885	24,197.44	1,905.90	1,780.10	2,819,907.64	.9%
601 WATER OPERATING FUND								
50000	SALARIES - REGULAR	6,096,709	6,096,709	3,389,993.82	414,820.66	.00	2,706,715.18	55.6%
50100	SALARIES - TEMPORARY	110,000	110,000	11,058.67	531.72	.00	98,941.33	10.1%
50200	OVERTIME WAGES	350,000	350,000	365,466.34	47,938.68	.00	-15,466.34	104.4%
50410	WORKERS COMP SALARY CONTINUE	0	0	1,076.02	.00	.00	-1,076.02	100.0%
51000	CALPERS PENSION NORMAL COST	645,399	645,399	344,017.28	42,233.98	.00	301,381.72	53.3%
51010	CALPERS PENSION UAL	837,573	837,573	558,382.00	69,797.75	.00	279,191.00	66.7%
51030	RETIREMENT ENHANCEMENT PLAN	256,508	256,508	149,605.89	18,491.25	.00	106,902.11	58.3%
51040	EARLY RETIREMENT INCENTIVE	3,182	3,182	3,182.11	.00	.00	-.11	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	1,891,213	1,891,213	1,022,964.51	123,289.35	.00	868,248.49	54.1%
51210	RETIREE HEALTH INS PLAN	30,836	30,836	19,281.56	2,501.85	.00	11,554.44	62.5%
51300	WORKERS COMPENSATION	333,192	333,192	222,128.00	27,766.00	.00	111,064.00	66.7%
51400	AUTO ALLOWANCE	1,050	1,050	670.11	126.94	.00	379.89	63.8%
51420	TOOL AND EQUIPMENT ALLOWANCE	950	950	950.00	.00	.00	.00	100.0%
52000	POSTAGE	6,000	6,000	3,885.67	.00	.00	2,114.33	64.8%
52100	CHEMICALS	850,000	850,000	312,236.34	40,279.62	472,328.09	65,435.57	92.3%
52110	REPAIR PARTS	470,000	470,000	27,965.66	.00	198,678.68	243,355.66	48.2%
52200	SUBSCRIPTIONS & PUBLS	20,000	20,000	254.52	.00	.00	19,745.48	1.3%
52300	UNIFORMS	40,000	40,000	15,552.77	2,947.02	34,144.20	-9,696.97	124.2%
52310	TRAINING-WORKSHOP-MTGS	95,000	95,000	59,313.36	4,235.73	20,910.00	14,776.64	84.4%
52330	EDUCATION REIMBURSEMENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
52340	MEMBERSHIPS	50,000	50,000	30,309.35	1,935.95	.00	19,690.65	60.6%
52350	OTHER EXPENSE REIMB	75,000	75,000	131,775.00	19,350.00	.00	-56,775.00	175.7%
52400	MINOR EQUIPMENT	1,250,000	1,428,792	779,902.36	63,338.97	364,750.68	284,138.96	80.1%
52510	PUBLIC OUTREACH	200,000	200,000	30,711.87	2,766.84	-6,074.34	175,362.47	12.3%
52610	SUPPLIES SAFETY	105,000	105,000	13,663.07	2,591.20	10,006.36	81,330.57	22.5%
52900	MISC SUPPLIES	27,000	27,000	128,030.61	18,553.36	205,588.76	-306,619.37	1235.6%

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53000 SOFTWARE EXPENSE	0	0	19.95	.00	.00	-19.95	100.0%
53010 SERVICES PRINTING BINDING	120,000	120,000	5,757.37	.00	12,051.05	102,191.58	14.8%
53020 INTERNAL PHOTOCOPYING COSTS	11,000	11,000	3,744.54	.00	.00	7,255.46	34.0%
53200 PROF SERVICES - OTHER	3,362,000	3,455,668	1,237,185.42	177,148.91	1,224,574.45	993,908.13	71.2%
53210 SERVICES AUDIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
53220 SERVICES LEGAL SERVICES	800,000	800,000	282,558.47	33,077.65	107,556.27	409,885.26	48.8%
53250 ADVERTISING	30,000	30,000	7,459.00	.00	.00	22,541.00	24.9%
53260 LEGAL ADVOCACY	22,000	22,000	12,244.96	.00	8,026.00	1,729.04	92.1%
53400 PROFESSIONAL SERVICES - HR	5,000	5,000	2,542.90	.00	.00	2,457.10	50.9%
53420 TEST MONITOR COMPLIANCE	70,000	70,000	69,353.59	34,717.45	80,747.61	-80,101.20	214.4%
54010 UTILITY EXPENSE-ELECTRIC	1,200,000	1,200,000	842,647.21	139,088.83	.00	357,352.79	70.2%
54020 UTILITY EXPENSE - GAS	5,000	5,000	680.62	75.36	.00	4,319.38	13.6%
54030 UTILITY EXPENSE- WASTEWATER	794,500	794,500	421,626.14	4,586.64	.00	372,873.86	53.1%
54040 UTILITY EXPENSE WATER	78,750	78,750	39,607.90	6,983.40	.00	39,142.10	50.3%
54050 UTIL EXP REFUSE AND DISPOSE	19,000	19,000	7,160.25	1,649.50	.00	11,839.75	37.7%
54080 TELEPHONE CHGS	35,000	35,000	30,534.15	2,925.58	.00	4,465.85	87.2%
54100 WATER PURCHASES	27,000,000	27,000,000	13,603,144.24	1,279,388.14	.00	13,396,855.76	50.4%
55010 BUILDING MAINT & REPAIR	225,000	225,000	.00	.00	.00	225,000.00	.0%
55020 EQUIPMENT MAINTENANCE	0	0	67.94	.00	.00	-67.94	100.0%
56040 CAPEX - MACHINERY/EQUIP	910,000	910,000	176,213.23	-3,696.69	.00	733,786.77	19.4%
57000 RENTALS & LEASES	285,000	285,000	281,461.98	24,055.38	404,837.55	-401,299.53	240.8%
57110 TAXES AND FILING FEES	200,000	200,000	150,811.43	100.00	.00	49,188.57	75.4%
57200 BAD DEBT EXPENSE	75,000	75,000	-2,625.64	-72.62	.00	77,625.64	-3.5%
57500 PRINCIPAL PAYMENTS	5,579,504	5,579,504	.00	.00	.00	5,579,504.00	.0%
57510 INTEREST & PENALTIES EXPENSE	8,820,352	8,820,352	3,711,295.02	.00	.00	5,109,056.98	42.1%
59000 TRANSFERS OUT	32,000	32,000	1,000.00	.00	.00	31,000.00	3.1%
59100 CUSTOMER BILLING CHARGES	1,520,974	1,520,974	1,013,982.64	126,747.83	.00	506,991.36	66.7%
59200 IT & DATA PROCESSING CHGS	692,569	692,569	461,712.56	57,714.07	.00	230,856.44	66.7%
59300 LIABILITY INSURANCE CHGS	363,158	363,158	243,397.64	30,424.75	.00	119,760.36	67.0%
59400 TELEPHONE CHGS HIPC	64,739	64,739	43,159.28	5,394.91	.00	21,579.72	66.7%
59500 FLEET EQUIP MAINT ISF CHG	452,128	452,128	226,756.52	24,119.81	.00	225,371.48	50.2%
59600 INDIRECT PRORATED CST CHG	1,274,976	1,274,976	849,983.92	106,247.99	.00	424,992.08	66.7%
59700 FACILITY CHG MAINTENANCE	185,626	202,992	123,750.64	15,468.83	.00	79,241.66	61.0%
59800 TRANSFERS OUT - CIP	27,280	25,610,801	4,622,226.96	.00	.00	20,988,574.41	18.0%
59900 TRANSFERS OUT - DEBT	0	27,280	6,962.46	.00	.00	20,317.54	25.5%
60200 CAPITAL ASSET OFFSET	0	0	-102,250.45	-102,250.45	.00	102,250.45	100.0%
60300 INTERFUND ADVANCE OFFSET	0	0	144,646.56	.00	.00	-144,646.56	100.0%
TOTAL WATER OPERATING FUND	68,015,168	93,915,796	36,141,196.29	2,867,392.14	3,138,125.36	54,636,474.02	41.8%

602 WATER CIP FUND

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602	WATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	0	7,481,643	899,101.92	118,242.34	4,181,502.27	2,401,038.64	67.9%
53270	CONSTRUCTION SERVICES	0	19,591,782	5,644,897.54	729,705.52	983,487.24	12,963,397.52	33.8%
56000	CAPEX - LAND EASEMENTS	0	85,276	8,012.50	.00	7,972.50	69,291.25	18.7%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	4,377	.00	.00	.00	4,377.00	.0%
56040	CAPEX - MACHINERY/EQUIP	0	111,345	.00	.00	.00	111,345.00	.0%
56050	CAPEX - INFRASTRUCTURE	0	10,371,664	403,000.00	.00	142,970.00	9,825,694.26	5.3%
57800	FOR CONTINGENCIES	0	2,040,846	.00	.00	.00	2,040,845.70	.0%
59000	TRANSFERS OUT	0	4,270,868	286,326.12	29,949.73	.00	3,984,541.50	6.7%
	TOTAL WATER CIP FUND	0	43,957,801	7,241,338.08	877,897.59	5,315,932.01	31,400,530.87	28.6%
603 WATER DEVLPMT IMPACT FEES FUND								
59600	INDIRECT PRORATED CST CHG	21,294	21,294	14,196.00	1,774.50	.00	7,098.00	66.7%
59800	TRANSFERS OUT - CIP	0	10,517,420	826.30	.00	.00	10,516,593.27	.0%
	TOTAL WATER DEVLPMT IMPACT FEES F	21,294	10,538,714	15,022.30	1,774.50	.00	10,523,691.27	.1%
605 WATER CAP FACILITY FUND								
53700	DEVELOPER REIMBURSEMENTS	375,000	375,000	.00	.00	.00	375,000.00	.0%
59600	INDIRECT PRORATED CST CHG	4,426	4,426	2,950.64	368.83	.00	1,475.36	66.7%
59800	TRANSFERS OUT - CIP	0	400,000	.00	.00	.00	400,000.00	.0%
	TOTAL WATER CAP FACILITY FUND	379,426	779,426	2,950.64	368.83	.00	776,475.36	.4%
606 WATER RESOURCE FEE FUND								
59600	INDIRECT PRORATED CST CHG	1,401	1,401	934.00	116.75	.00	467.00	66.7%
59800	TRANSFERS OUT - CIP	0	240,784	.00	.00	.00	240,784.00	.0%
	TOTAL WATER RESOURCE FEE FUND	1,401	242,185	934.00	116.75	.00	241,251.00	.4%
607 WATER BOND 2021 (2004) FUND								
59800	TRANSFERS OUT - CIP	0	1,350,000	.00	.00	.00	1,350,000.00	.0%

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607	WATER BOND 2021 (2004) FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL WATER BOND 2021 (2004) FUND	0	1,350,000	.00	.00	.00	1,350,000.00	.0%
608 WATER SECURITY-CONT PREV FUND								
50000	SALARIES - REGULAR	327,368	327,368	165,595.38	22,701.78	.00	161,772.62	50.6%
50200	OVERTIME WAGES	8,000	8,000	835.52	107.88	.00	7,164.48	10.4%
51000	CALPERS PENSION NORMAL COST	32,483	32,483	16,513.94	2,333.72	.00	15,969.06	50.8%
51010	CALPERS PENSION UAL	43,533	43,533	29,022.00	3,627.75	.00	14,511.00	66.7%
51030	RETIREMENT ENHANCEMENT PLAN	46,502	46,502	30,685.96	3,780.20	.00	15,816.04	66.0%
51160	CITY PAID EMPLOYEE BENEFITS	98,160	98,160	50,653.03	6,801.76	.00	47,506.97	51.6%
51300	WORKERS COMPENSATION	18,781	18,781	12,520.64	1,565.08	.00	6,260.36	66.7%
52000	POSTAGE	20,000	20,000	.00	.00	.00	20,000.00	.0%
52400	MINOR EQUIPMENT	100,000	100,000	27,636.26	1,788.12	77,413.83	-5,050.09	105.1%
53010	SERVICES PRINTING BINDING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53200	PROF SERVICES - OTHER	350,000	350,000	292,861.69	24,246.55	105,100.96	-47,962.65	113.7%
53420	TEST MONITOR COMPLIANCE	200,000	200,000	84,750.42	28,257.29	70,960.38	44,289.20	77.9%
59000	TRANSFERS OUT	30,000	30,000	5,240.00	.00	.00	24,760.00	17.5%
59200	IT & DATA PROCESSING CHGS	35,996	35,996	23,997.36	2,999.67	.00	11,998.64	66.7%
59300	LIABILITY INSURANCE CHGS	20,333	20,333	13,555.36	1,694.42	.00	6,777.64	66.7%
59400	TELEPHONE CHGS HIPC	1,495	1,495	996.64	124.58	.00	498.36	66.7%
59600	INDIRECT PRORATED CST CHG	85,205	85,205	56,803.36	7,100.42	.00	28,401.64	66.7%
59800	TRANSFERS OUT - CIP	0	756,281	2,878.64	.00	.00	753,402.67	.4%
	TOTAL WATER SECURITY-CONT PREV FU	1,432,856	2,189,137	814,546.20	107,129.22	253,475.17	1,121,115.94	48.8%
609 WATER BOND 2021A REV BOND FUND								
59800	TRANSFERS OUT - CIP	0	4,234,606	238,626.88	.00	.00	3,995,978.95	5.6%
	TOTAL WATER BOND 2021A REV BOND F	0	4,234,606	238,626.88	.00	.00	3,995,978.95	5.6%
611 WASTEWATER OPERATING FUND								
50000	SALARIES - REGULAR	7,204,946	7,204,946	4,215,945.54	529,079.68	.00	2,989,000.46	58.5%
50100	SALARIES - TEMPORARY	245,000	245,000	28,671.48	.00	.00	216,328.52	11.7%
50200	OVERTIME WAGES	403,000	403,000	321,919.25	42,744.37	.00	81,080.75	79.9%
50410	WORKERS COMP SALARY CONTINUE	0	0	8,679.00	.00	.00	-8,679.00	100.0%
51000	CALPERS PENSION NORMAL COST	759,445	759,445	427,104.97	53,030.53	.00	332,340.03	56.2%

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51010 CALPERS PENSION UAL	942,160	942,160	628,106.72	78,513.34	.00	314,053.28	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	360,582	360,582	206,837.54	25,811.63	.00	153,744.46	57.4%
51160 CITY PAID EMPLOYEE BENEFITS	2,246,058	2,246,058	1,246,012.04	153,558.77	.00	1,000,045.96	55.5%
51210 RETIREE HEALTH INS PLAN	51,580	51,580	32,252.80	4,184.91	.00	19,327.20	62.5%
51300 WORKERS COMPENSATION	419,213	419,213	280,991.26	34,934.41	.00	138,221.74	67.0%
51400 AUTO ALLOWANCE	1,050	1,050	670.11	126.94	.00	379.89	63.8%
52000 POSTAGE	11,500	11,500	3,299.82	.00	.00	8,200.18	28.7%
52100 CHEMICALS	1,875,000	1,875,000	1,173,781.21	313,797.94	634,315.22	66,903.57	96.4%
52110 REPAIR PARTS	381,000	407,000	134,290.97	5,039.45	136,916.11	135,792.92	66.6%
52200 SUBSCRIPTIONS & PUBLS	100	100	.00	.00	.00	100.00	.0%
52300 UNIFORMS	64,000	71,200	20,586.73	5,802.33	43,296.82	7,316.45	89.7%
52310 TRAINING-WORKSHOP-MTGS	100,000	119,000	25,697.54	10,408.45	51,950.00	41,352.46	65.3%
52330 EDUCATION REIMBURSEMENT	10,000	10,000	2,700.00	2,700.00	.00	7,300.00	27.0%
52340 MEMBERSHIPS	43,550	43,550	30,910.90	1,826.95	.00	12,639.10	71.0%
52400 MINOR EQUIPMENT	865,000	969,000	523,809.82	62,229.51	459,319.45	-14,129.27	101.5%
52610 SUPPLIES SAFETY	90,000	103,800	29,562.54	3,548.65	60,666.61	13,570.85	86.9%
52900 MISC SUPPLIES	40,000	126,200	29,376.13	4,478.30	84,192.64	12,631.23	90.0%
53000 SOFTWARE EXPENSE	0	25,000	6,670.04	1,048.01	15,426.18	2,903.78	88.4%
53010 SERVICES PRINTING BINDING	16,000	21,500	4,690.20	847.66	10,027.86	6,781.94	68.5%
53020 INTERNAL PHOTOCOPING COSTS	4,000	4,000	2,158.85	.00	.00	1,841.15	54.0%
53110 SERVICES MEDICAL	4,800	4,800	875.00	.00	.00	3,925.00	18.2%
53200 PROF SERVICES - OTHER	4,406,000	3,532,222	1,063,529.59	76,939.38	1,607,105.01	861,587.40	75.6%
53220 SERVICES LEGAL SERVICES	300,000	300,000	295.00	.00	4,706.00	294,999.00	1.7%
53250 ADVERTISING	15,000	15,000	.00	.00	.00	15,000.00	.0%
53260 LEGAL ADVOCACY	11,000	11,000	5,637.65	.00	3,852.00	1,510.35	86.3%
53420 TEST MONITOR COMPLIANCE	400,000	665,000	456,635.83	146,344.40	180,927.27	27,436.90	95.9%
54010 UTILITY EXPENSE-ELECTRIC	1,560,918	1,605,918	1,114,882.42	149,124.93	.00	491,035.58	69.4%
54020 UTILITY EXPENSE - GAS	250,000	250,000	134,116.67	13,256.09	93,028.75	22,854.58	90.9%
54030 UTILITY EXPENSE- WASTEWATER	15,000	15,000	8,837.48	47.54	.00	6,162.52	58.9%
54040 UTILITY EXPENSE WATER	90,000	90,000	76,233.77	8,044.82	.00	13,766.23	84.7%
54050 UTIL EXP REFUSE AND DISPOSE	1,500,000	1,500,000	791,775.30	9,589.92	691,707.43	16,517.27	98.9%
54080 TELEPHONE CHGS	46,000	71,000	47,851.61	6,316.94	.00	23,148.39	67.4%
54090 UNLEADED FUEL	160,000	249,500	43,941.70	.00	203,925.84	1,632.46	99.3%
55010 BUILDING MAINT & REPAIR	80,000	80,000	15,120.18	14,552.85	271.38	64,608.44	19.2%
55020 EQUIPMENT MAINTENANCE	100,000	100,000	.00	.00	.00	100,000.00	.0%
55030 VEHICLE MAINTENANCE	90,033	122,533	43,209.81	2,059.70	66,544.78	12,778.41	89.6%
56040 CAPEX - MACHINERY/EQUIP	1,782,500	1,817,500	441,332.09	83,850.27	1,056,117.62	320,050.29	82.4%
57000 RENTALS & LEASES	240,000	441,600	193,293.14	22,143.68	122,541.14	125,765.72	71.5%
57110 TAXES AND FILING FEES	285,000	285,100	267,441.93	1,893.00	.00	17,658.07	93.8%
57200 BAD DEBT EXPENSE	40,000	40,000	-9,561.49	-44.33	.00	49,561.49	-23.9%
57500 PRINCIPAL PAYMENTS	5,550,000	5,550,000	.00	.00	.00	5,550,000.00	.0%
57510 INTEREST & PENALTIES EXPENSE	3,880,500	3,880,500	1,632,778.68	.00	.00	2,247,721.32	42.1%
59000 TRANSFERS OUT	15,000	15,000	.00	.00	.00	15,000.00	.0%
59100 CUSTOMER BILLING CHARGES	608,390	608,390	405,593.36	50,699.17	.00	202,796.64	66.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59200 IT & DATA PROCESSING CHGS	779,049	779,049	519,366.08	64,920.76	.00	259,682.92	66.7%
59300 LIABILITY INSURANCE CHGS	367,161	367,161	246,066.36	30,758.34	.00	121,094.64	67.0%
59400 TELEPHONE CHGS HIPC	141,352	141,352	94,234.64	11,779.33	.00	47,117.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	42,391	42,391	25,319.89	1,239.63	.00	17,071.11	59.7%
59600 INDIRECT PRORATED CST CHG	1,259,754	1,259,754	839,835.92	104,979.49	.00	419,918.08	66.7%
59700 FACILITY CHG MAINTENANCE	140,049	153,151	93,366.00	11,670.75	.00	59,785.33	61.0%
59800 TRANSFERS OUT - CIP	13,930,960	37,825,145	787,331.22	.00	.00	37,037,813.61	2.1%
59900 TRANSFERS OUT - DEBT	0	30,960	7,901.58	.00	.00	23,058.42	25.5%
60200 CAPITAL ASSET OFFSET	0	0	-96,123.03	-28,328.53	.00	96,123.03	100.0%
TOTAL WASTEWATER OPERATING FUND	54,224,041	78,268,910	18,635,843.84	2,115,549.96	5,526,838.11	54,106,228.21	30.9%
612 WASTEWATER CIP FUND							
53200 PROF SERVICES - OTHER	200,000	9,236,026	1,632,065.55	112,010.08	5,061,039.31	2,542,921.52	72.5%
53270 CONSTRUCTION SERVICES	13,700,000	82,349,576	9,995,498.05	3,870,256.17	38,304,451.95	34,049,625.80	58.7%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	3,346,843	.00	.00	.00	3,346,843.00	.0%
56050 CAPEX - INFRASTRUCTURE	0	1,917,559	.00	.00	790,397.00	1,127,162.00	41.2%
57800 FOR CONTINGENCIES	0	1,316,500	.00	.00	.00	1,316,500.00	.0%
59000 TRANSFERS OUT	0	5,001,325	168,699.73	27,477.91	.00	4,832,625.46	3.4%
TOTAL WASTEWATER CIP FUND	13,900,000	103,167,829	11,796,263.33	4,009,744.16	44,155,888.26	47,215,677.78	54.2%
613 WASTEWATER CONNECTION FEE FUND							
53200 PROF SERVICES - OTHER	0	68,312	.00	.00	.00	68,312.00	.0%
53700 DEVELOPER REIMBURSEMENTS	1,175,000	1,175,000	.00	.00	.00	1,175,000.00	.0%
57700 LOANS TO PROP OWNERS	0	52,168	.00	.00	.00	52,168.00	.0%
59600 INDIRECT PRORATED CST CHG	20,024	20,024	13,349.36	1,668.67	.00	6,674.64	66.7%
TOTAL WASTEWATER CONNECTION FEE F	1,195,024	1,315,504	13,349.36	1,668.67	.00	1,302,154.64	1.0%
617 WASTEWATER BOND FUNDED CIP							
59800 TRANSFERS OUT - CIP	0	64,182,739	2,667,858.44	.00	.00	61,514,880.45	4.2%
TOTAL WASTEWATER BOND FUNDED CIP	0	64,182,739	2,667,858.44	.00	.00	61,514,880.45	4.2%
631 SOLID WASTE OPERATING FUND							

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631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	12,463,439	12,577,710	7,288,028.85	934,422.15	.00	5,289,681.15	57.9%
50100	SALARIES - TEMPORARY	56,461	206,461	20,847.41	3,723.15	.00	185,613.59	10.1%
50200	OVERTIME WAGES	1,630,283	1,640,283	2,660,824.10	261,496.52	.00	-1,020,541.10	162.2%
50410	WORKERS COMP SALARY CONTINUE	0	0	52,588.73	7,555.20	.00	-52,588.73	100.0%
51000	CALPERS PENSION NORMAL COST	1,306,426	1,318,707	754,452.43	96,629.64	.00	564,254.57	57.2%
51010	CALPERS PENSION UAL	2,030,156	2,054,099	1,369,399.44	171,174.93	.00	684,699.56	66.7%
51030	RETIREMENT ENHANCEMENT PLAN	668,599	675,372	392,534.21	49,270.40	.00	282,837.79	58.1%
51040	EARLY RETIREMENT INCENTIVE	24,617	24,617	24,616.59	.00	.00	.41	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	4,515,806	4,566,048	2,708,746.82	335,439.26	.00	1,857,301.18	59.3%
51210	RETIREE HEALTH INS PLAN	52,141	52,141	32,603.38	4,230.40	.00	19,537.62	62.5%
51300	WORKERS COMPENSATION	897,976	867,044	578,029.36	72,253.67	.00	289,014.64	66.7%
51400	AUTO ALLOWANCE	1,050	1,050	670.11	126.94	.00	379.89	63.8%
51420	TOOL AND EQUIPMENT ALLOWANCE	14,250	14,250	13,775.00	.00	.00	475.00	96.7%
52000	POSTAGE	3,000	3,000	976.21	190.14	.00	2,023.79	32.5%
52110	REPAIR PARTS	190,000	190,000	95,841.08	2,230.56	29,911.94	64,246.98	66.2%
52200	SUBSCRIPTIONS & PUBLS	495	495	.00	.00	.00	495.00	.0%
52300	UNIFORMS	150,000	150,000	95,823.08	10,653.02	27,508.42	26,668.50	82.2%
52310	TRAINING-WORKSHOP-MTGS	30,000	30,000	9,063.32	2,163.26	.00	20,936.68	30.2%
52330	EDUCATION REIMBURSEMENT	6,500	6,500	.00	.00	.00	6,500.00	.0%
52340	MEMBERSHIPS	10,000	10,000	1,695.00	.00	.00	8,305.00	17.0%
52400	MINOR EQUIPMENT	1,202,800	1,196,704	672,775.54	144,614.26	319,607.80	204,320.58	82.9%
52510	PUBLIC OUTREACH	7,000	7,000	.00	.00	.00	7,000.00	.0%
52610	SUPPLIES SAFETY	79,000	79,000	36,741.72	3,233.43	18,815.53	23,442.75	70.3%
52900	MISC SUPPLIES	37,000	37,000	15,567.64	2,335.00	10,749.34	10,683.02	71.1%
53000	SOFTWARE EXPENSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
53020	INTERNAL PHOTOCOPING COSTS	6,691	6,691	2,772.04	.00	.00	3,918.96	41.4%
53200	PROF SERVICES - OTHER	1,877,312	1,897,312	772,832.48	94,539.64	869,399.50	255,080.02	86.6%
53250	ADVERTISING	89,500	104,501	16,755.00	6,085.00	6,715.00	81,030.50	22.5%
53260	LEGAL ADVOCACY	15,000	15,000	5,637.65	.00	3,850.00	5,512.35	63.3%
53500	BANK CHARGES	37,180	37,180	14,280.36	.00	22,899.64	.00	100.0%
54010	UTILITY EXPENSE-ELECTRIC	110,151	110,151	93,628.04	8,975.63	.00	16,522.96	85.0%
54020	UTILITY EXPENSE - GAS	2,600	2,600	490.94	.00	.00	2,109.06	18.9%
54030	UTILITY EXPENSE- WASTEWATER	1,800	1,800	1,172.18	138.90	.00	627.82	65.1%
54040	UTILITY EXPENSE WATER	18,000	18,000	6,396.09	734.85	.00	11,603.91	35.5%
54050	UTIL EXP REFUSE AND DISPOSE	10,700,000	10,640,750	6,096,761.00	937,688.70	4,050,891.91	493,097.09	95.4%
54080	TELEPHONE CHGS	50,000	50,000	29,590.53	3,451.35	.00	20,409.47	59.2%
54090	UNLEADED FUEL	245,000	245,000	136,881.72	14,596.02	107,131.60	986.68	99.6%
54200	RECYCLES BUY BACK	2,700,000	2,700,000	935,631.61	126,718.47	.00	1,764,368.39	34.7%
54300	GREENWASTE PROCESSING	1,000,000	850,000	465,117.43	45,353.06	334,882.57	50,000.00	94.1%
54400	SUPP WASTE HAULING	1,500,000	1,500,000	753,385.22	83,664.22	307,280.88	439,333.90	70.7%
55010	BUILDING MAINT & REPAIR	150,000	150,000	.00	.00	18,291.68	131,708.32	12.2%
55030	VEHICLE MAINTENANCE	200,000	200,000	96,500.00	12,010.00	17,500.00	86,000.00	57.0%
56040	CAPEX - MACHINERY/EQUIP	515,000	534,300	145,991.32	136,360.99	70.38	388,238.30	27.3%
57000	RENTALS & LEASES	1,414,235	1,382,096	680,098.74	91,235.17	724,098.72	-22,101.46	101.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57110 TAXES AND FILING FEES	75,000	75,000	32,872.49	2,028.89	.00	42,127.51	43.8%
57200 BAD DEBT EXPENSE	30,000	30,000	-3,405.99	.00	.00	33,405.99	-11.4%
57500 PRINCIPAL PAYMENTS	1,928,565	1,928,565	959,810.61	.00	.00	968,754.39	49.8%
57510 INTEREST & PENALTIES EXPENSE	174,885	174,885	64,309.96	.00	.00	110,575.04	36.8%
59000 TRANSFERS OUT	50,000	50,000	1,049.88	.00	.00	48,950.12	2.1%
59100 CUSTOMER BILLING CHARGES	912,584	912,584	608,389.36	76,048.67	.00	304,194.64	66.7%
59200 IT & DATA PROCESSING CHGS	1,777,675	1,705,682	1,137,121.28	142,140.16	.00	568,560.72	66.7%
59300 LIABILITY INSURANCE CHGS	793,645	800,761	535,133.08	66,891.68	.00	265,627.92	66.8%
59400 TELEPHONE CHGS HIPC	38,318	38,318	25,545.36	3,193.17	.00	12,772.64	66.7%
59500 FLEET EQUIP MAINT ISF CHG	4,171,212	4,140,900	2,383,994.02	335,283.68	.00	1,756,905.98	57.6%
59600 INDIRECT PRORATED CST CHG	1,786,879	1,786,879	1,191,252.72	148,906.59	.00	595,626.28	66.7%
59700 FACILITY CHG MAINTENANCE	125,453	137,190	83,635.28	10,454.41	.00	53,554.52	61.0%
59800 TRANSFERS OUT - CIP	77,948	4,686,048	317,545.23	.00	.00	4,368,502.47	6.8%
59900 TRANSFERS OUT - DEBT	0	77,948	19,894.28	.00	.00	58,053.72	25.5%
60500 DEBT OFFSET	0	0	-967,516.76	.00	.00	967,516.76	100.0%
TOTAL SOLID WASTE OPERATING FUND	57,956,632	62,702,621	33,469,153.17	4,448,241.18	6,869,604.91	22,363,862.84	64.3%
632 SOLID WASTE CIP FUND							
53200 PROF SERVICES - OTHER	0	310,638	14,150.39	230.91	5,394.31	291,093.37	6.3%
53270 CONSTRUCTION SERVICES	0	3,705,500	387,626.11	70,810.11	1,067,693.74	2,250,180.62	39.3%
56040 CAPEX - MACHINERY/EQUIP	0	289,312	.00	.00	.00	289,311.95	.0%
57800 FOR CONTINGENCIES	0	502,500	.00	.00	.00	502,500.00	.0%
59000 TRANSFERS OUT	0	177,447	47,902.18	4,596.61	.00	129,545.03	27.0%
TOTAL SOLID WASTE CIP FUND	0	4,985,398	449,678.68	75,637.63	1,073,088.05	3,462,630.97	30.5%
638 SOLID WASTE SEC - CONT PREV FU							
53200 PROF SERVICES - OTHER	163,000	163,000	112,796.40	18,419.75	50,203.60	.00	100.0%
59800 TRANSFERS OUT - CIP	0	299,350	.00	.00	.00	299,350.00	.0%
TOTAL SOLID WASTE SEC - CONT PREV	163,000	462,350	112,796.40	18,419.75	50,203.60	299,350.00	35.3%
641 PERFORMING ARTS CENTER FUND							
54010 UTILITY EXPENSE-ELECTRIC	72,000	72,000	.00	.00	.00	72,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54030 UTILITY EXPENSE- WASTEWATER	4,588	4,588	1,229.40	120.38	.00	3,358.60	26.8%
54040 UTILITY EXPENSE WATER	10,493	10,493	6,632.67	657.39	.00	3,860.33	63.2%
54050 UTIL EXP REFUSE AND DISPOSE	21,336	21,336	15,657.84	1,705.44	.00	5,678.16	73.4%
55010 BUILDING MAINT & REPAIR	120,857	120,857	8,239.30	296.44	65,695.81	46,921.89	61.2%
57110 TAXES AND FILING FEES	200	200	.00	.00	.00	200.00	.0%
TOTAL PERFORMING ARTS CENTER FUND	229,474	229,474	31,759.21	2,779.65	65,695.81	132,018.98	42.5%
651 GOLF COURSE OPERATING FUND							
50000 SALARIES - REGULAR	26,173	26,173	16,326.44	2,051.24	.00	9,846.56	62.4%
51000 CALPERS PENSION NORMAL COST	2,725	2,725	1,535.41	213.54	.00	1,189.59	56.3%
51010 CALPERS PENSION UAL	1,632	1,632	1,088.00	136.00	.00	544.00	66.7%
51160 CITY PAID EMPLOYEE BENEFITS	5,134	5,134	3,239.80	399.16	.00	1,894.20	63.1%
51300 WORKERS COMPENSATION	1,460	1,460	973.36	121.67	.00	486.64	66.7%
52400 MINOR EQUIPMENT	347,800	347,800	204,004.09	.00	.00	143,795.91	58.7%
53020 INTERNAL PHOTOCOPING COSTS	0	0	362.35	.00	.00	-362.35	100.0%
53200 PROF SERVICES - OTHER	4,067,821	4,999,160	2,249,852.87	.00	11,681.24	2,737,625.89	45.2%
53210 SERVICES AUDIT	10,000	10,000	20,000.00	.00	.00	-10,000.00	200.0%
53500 BANK CHARGES	106,517	106,517	110,042.80	23,914.74	.00	-3,525.80	103.3%
54010 UTILITY EXPENSE-ELECTRIC	234,000	234,000	161,620.73	.00	.00	72,379.27	69.1%
54040 UTILITY EXPENSE WATER	430,000	430,000	207,800.08	.00	.00	222,199.92	48.3%
54050 UTIL EXP REFUSE AND DISPOSE	15,000	15,000	5,460.77	.00	.00	9,539.23	36.4%
54070 INTERNET CHARGES	12,894	12,894	2,359.00	.00	.00	10,535.00	18.3%
54080 TELEPHONE CHGS	8,800	8,800	7,046.00	.00	.00	1,754.00	80.1%
55030 VEHICLE MAINTENANCE	35,052	33,002	26,552.00	.00	.00	6,450.00	80.5%
56040 CAPEX - MACHINERY/EQUIP	100,000	100,000	.00	.00	11,319.50	88,680.50	11.3%
57110 TAXES AND FILING FEES	24,502	26,552	.00	.00	.00	26,552.00	.0%
57500 PRINCIPAL PAYMENTS	144,647	144,647	144,646.56	.00	.00	.44	100.0%
57510 INTEREST & PENALTIES EXPENSE	14,694	14,694	14,693.50	.00	.00	.50	100.0%
58100 GENERAL LIABILITY INSURANCE	126,000	126,000	61,578.90	.00	.00	64,421.10	48.9%
59200 IT & DATA PROCESSING CHGS	1,353	1,353	902.00	112.75	.00	451.00	66.7%
59300 LIABILITY INSURANCE CHGS	1,391	1,391	927.36	115.92	.00	463.64	66.7%
59400 TELEPHONE CHGS HIPC	10,962	10,962	7,308.00	913.50	.00	3,654.00	66.7%
59600 INDIRECT PRORATED CST CHG	48,464	48,464	32,309.36	4,038.67	.00	16,154.64	66.7%
59800 TRANSFERS OUT - CIP	0	588,786	21,162.51	.00	.00	567,623.81	3.6%
60300 INTERFUND ADVANCE OFFSET	0	0	-144,646.56	.00	.00	144,646.56	100.0%
TOTAL GOLF COURSE OPERATING FUND	5,777,021	7,297,146	3,157,145.33	32,017.19	23,000.74	4,117,000.25	43.6%
652 GOLF COURSE CIP FUND							

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652	GOLF COURSE CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	0	157,236	23,670.70	1,077.00	103,838.87	29,726.75	81.1%
53270	CONSTRUCTION SERVICES	0	426,550	.00	.00	.00	426,550.00	.0%
56010	CAPEX - BUILDINGS	0	510,000	.00	.00	.00	510,000.00	.0%
59000	TRANSFERS OUT	0	95,000	5,730.57	2,168.42	.00	89,269.43	6.0%
	TOTAL GOLF COURSE CIP FUND	0	1,188,786	29,401.27	3,245.42	103,838.87	1,055,546.18	11.2%
701 PUBLIC LIAB & PROP INSUR ISF								
50000	SALARIES - REGULAR	186,624	186,624	102,872.90	12,911.43	.00	83,751.10	55.1%
51000	CALPERS PENSION NORMAL COST	18,227	18,227	10,664.96	1,344.10	.00	7,562.04	58.5%
51010	CALPERS PENSION UAL	16,869	16,869	11,246.00	1,405.75	.00	5,623.00	66.7%
51030	RETIREMENT ENHANCEMENT PLAN	33,181	33,181	10,592.56	1,327.65	.00	22,588.44	31.9%
51160	CITY PAID EMPLOYEE BENEFITS	46,991	46,991	23,410.45	3,045.00	.00	23,580.55	49.8%
51300	WORKERS COMPENSATION	10,323	10,323	6,882.00	860.25	.00	3,441.00	66.7%
51400	AUTO ALLOWANCE	210	210	132.79	16.15	.00	77.21	63.2%
52000	POSTAGE	33	33	.00	.00	.00	33.00	.0%
52200	SUBSCRIPTIONS & PUBLS	275	275	.00	.00	.00	275.00	.0%
52310	TRAINING-WORKSHOP-MTGS	500	500	.00	.00	.00	500.00	.0%
52320	MILEAGE REIMBURSEMENTS	300	300	.00	.00	.00	300.00	.0%
52400	MINOR EQUIPMENT	700	700	.00	.00	.00	700.00	.0%
52900	MISC SUPPLIES	325	325	.00	.00	.00	325.00	.0%
53010	SERVICES PRINTING BINDING	600	600	.00	.00	.00	600.00	.0%
53020	INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
53200	PROF SERVICES - OTHER	270,000	270,000	175,013.91	17,427.17	96,099.09	-1,113.00	100.4%
53220	SERVICES LEGAL SERVICES	15,113	15,113	2,632.50	.00	2,515.00	9,965.50	34.1%
55010	BUILDING MAINT & REPAIR	3,324	3,324	.00	.00	.00	3,324.00	.0%
58050	LOSS CONTROL ACTIVITIES	110,000	110,000	.00	.00	.00	110,000.00	.0%
58200	PHYSICAL DMG INS NON AUTO	1,635,000	1,635,000	1,339,768.00	.00	26,548.00	268,684.00	83.6%
58300	EXCESS LIABILITY INS	3,300,000	3,300,000	2,765,470.00	.00	.00	534,530.00	83.8%
58400	LIABILITY CLAIMS EXPENSE	2,500,000	2,500,000	2,001,705.31	162,940.62	.00	498,294.69	80.1%
58500	WORKERS COMP CLAIMS	316,768	316,768	.00	.00	.00	316,768.00	.0%
59300	LIABILITY INSURANCE CHGS	15,622	15,622	10,414.64	1,301.83	.00	5,207.36	66.7%
59600	INDIRECT PRORATED CST CHG	93,938	93,938	62,625.36	7,828.17	.00	31,312.64	66.7%
	TOTAL PUBLIC LIAB & PROP INSUR IS	8,575,923	8,575,923	6,523,431.38	210,408.12	125,162.09	1,927,329.53	77.5%
702 WORKERS COMP INSUR ISF								
50000	SALARIES - REGULAR	493,337	493,337	250,043.39	31,640.42	.00	243,293.61	50.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51000 CALPERS PENSION NORMAL COST	51,356	51,356	25,960.20	3,293.75	.00	25,395.80	50.5%
51010 CALPERS PENSION UAL	42,989	42,989	28,659.36	3,582.42	.00	14,329.64	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	13,649	13,649	8,473.95	1,062.11	.00	5,175.05	62.1%
51160 CITY PAID EMPLOYEE BENEFITS	109,149	109,149	52,693.87	6,404.46	.00	56,455.13	48.3%
51210 RETIREE HEALTH INS PLAN	1,682	1,682	1,051.70	136.46	.00	630.30	62.5%
51300 WORKERS COMPENSATION	21,715	21,715	14,476.64	1,809.58	.00	7,238.36	66.7%
51400 AUTO ALLOWANCE	210	210	132.87	16.15	.00	77.13	63.3%
52000 POSTAGE	63	63	55.13	.00	.00	7.87	87.5%
52310 TRAINING-WORKSHOP-MTGS	432	432	1,947.00	1,597.00	.00	-1,515.00	450.7%
52320 MILEAGE REIMBURSEMENTS	0	0	127.06	.00	.00	-127.06	100.0%
52400 MINOR EQUIPMENT	65	65	.00	.00	.00	65.00	.0%
52900 MISC SUPPLIES	950	950	209.92	46.10	290.08	450.00	52.6%
53020 INTERNAL PHOTOCOPING COSTS	400	400	.00	.00	.00	400.00	.0%
53200 PROF SERVICES - OTHER	328,000	328,000	154,697.06	21,264.58	160,551.98	12,750.96	96.1%
54080 TELEPHONE CHGS	0	0	818.96	129.56	.00	-818.96	100.0%
57110 TAXES AND FILING FEES	475,000	475,000	145,448.38	.00	.00	329,551.62	30.6%
58050 LOSS CONTROL ACTIVITIES	175,000	175,000	25,398.86	10,311.30	8,545.00	141,056.14	19.4%
58300 EXCESS LIABILITY INS	675,000	675,000	637,929.00	.00	.00	37,071.00	94.5%
58500 WORKERS COMP CLAIMS	7,263,313	7,263,313	3,501,429.43	296,949.47	30,732.50	3,731,151.07	48.6%
59300 LIABILITY INSURANCE CHGS	36,572	36,572	24,381.36	3,047.67	.00	12,190.64	66.7%
59600 INDIRECT PRORATED CST CHG	229,099	229,099	152,732.64	19,091.58	.00	76,366.36	66.7%
TOTAL WORKERS COMP INSUR ISF	9,917,981	9,917,981	5,026,666.78	400,382.61	200,119.56	4,691,194.66	52.7%

725 CUSTOMER BILLING OPS ISF

50000 SALARIES - REGULAR	917,673	917,673	511,467.33	68,437.03	.00	406,205.67	55.7%
50100 SALARIES - TEMPORARY	0	0	16,714.75	.00	.00	-16,714.75	100.0%
50200 OVERTIME WAGES	0	0	397.94	93.69	.00	-397.94	100.0%
51000 CALPERS PENSION NORMAL COST	95,530	95,530	52,755.00	7,091.98	.00	42,775.00	55.2%
51010 CALPERS PENSION UAL	145,781	145,781	97,187.28	12,148.41	.00	48,593.72	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	50,844	50,844	25,583.53	3,233.07	.00	25,260.47	50.3%
51160 CITY PAID EMPLOYEE BENEFITS	340,217	340,217	191,986.44	25,055.29	.00	148,230.56	56.4%
51210 RETIREE HEALTH INS PLAN	6,167	6,167	3,856.30	500.37	.00	2,310.70	62.5%
51300 WORKERS COMPENSATION	50,919	50,919	33,946.00	4,243.25	.00	16,973.00	66.7%
51400 AUTO ALLOWANCE	2,625	2,625	1,716.30	201.92	.00	908.70	65.4%
52000 POSTAGE	238,560	238,560	145,970.81	19,864.44	95,701.99	-3,112.80	101.3%
52200 SUBSCRIPTIONS & PUBLS	24,000	24,000	8,065.03	1,206.64	334.97	15,600.00	35.0%
52310 TRAINING-WORKSHOP-MTGS	1,000	1,000	245.00	135.00	.00	755.00	24.5%
52330 EDUCATION REIMBURSEMENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
52620 SUPPLIES OTHER	165	165	.00	.00	.00	165.00	.0%
52900 MISC SUPPLIES	5,000	5,000	2,062.28	350.45	2,501.78	435.94	91.3%

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53010 SERVICES PRINTING BINDING	74,258	74,258	30,884.86	4,211.19	35,389.15	7,983.99	89.2%
53020 INTERNAL PHOTOCOPING COSTS	4,815	4,815	2,353.43	.00	405.10	2,056.47	57.3%
53200 PROF SERVICES - OTHER	68,959	68,959	21,391.73	3,434.72	42,971.01	4,596.26	93.3%
53500 BANK CHARGES	475,860	475,860	199,133.90	15,709.35	164,866.26	111,859.84	76.5%
54080 TELEPHONE CHGS	551	551	414.78	52.50	.00	136.22	75.3%
55020 EQUIPMENT MAINTENANCE	52,662	52,662	.00	.00	.00	52,662.00	.0%
57300 LEASE PMT CAP GROWTH FEES	29,286	29,286	5,969.75	.00	.00	23,316.25	20.4%
59200 IT & DATA PROCESSING CHGS	120,542	120,542	80,361.36	10,045.17	.00	40,180.64	66.7%
59300 LIABILITY INSURANCE CHGS	77,054	77,054	51,369.36	6,421.17	.00	25,684.64	66.7%
59400 TELEPHONE CHGS HIPC	19,980	19,980	13,320.00	1,665.00	.00	6,660.00	66.7%
59600 INDIRECT PRORATED CST CHG	194,039	194,039	129,359.36	16,169.92	.00	64,679.64	66.7%
59700 FACILITY CHG MAINTENANCE	45,245	49,478	30,163.36	3,770.42	.00	19,314.55	61.0%
TOTAL CUSTOMER BILLING OPS ISF	3,043,732	3,047,965	1,656,675.88	204,040.98	342,170.26	1,049,118.77	65.6%

731 INFORMATION TECHNOLOGY ISF

50000 SALARIES - REGULAR	4,185,991	4,185,991	1,168,605.94	164,232.85	.00	3,017,385.06	27.9%
50100 SALARIES - TEMPORARY	65,420	65,420	74,630.00	16,685.00	30,000.00	-39,210.00	159.9%
50200 OVERTIME WAGES	50,000	50,000	43,224.31	10,679.49	.00	6,775.69	86.4%
51000 CALPERS PENSION NORMAL COST	421,521	421,521	118,746.79	16,899.24	.00	302,774.21	28.2%
51010 CALPERS PENSION UAL	380,912	380,912	253,941.28	31,742.66	.00	126,970.72	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	84,262	84,262	52,837.33	6,664.04	.00	31,424.67	62.7%
51160 CITY PAID EMPLOYEE BENEFITS	1,007,129	1,007,129	303,300.24	42,545.47	.00	703,828.76	30.1%
51210 RETIREE HEALTH INS PLAN	12,334	12,334	7,712.63	1,000.74	.00	4,621.37	62.5%
51300 WORKERS COMPENSATION	233,656	233,656	155,770.72	19,471.34	.00	77,885.28	66.7%
51400 AUTO ALLOWANCE	4,200	4,200	1,938.48	323.08	.00	2,261.52	46.2%
52000 POSTAGE	0	0	5.04	.00	.00	-5.04	100.0%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	.00	.00	.00	30,000.00	.0%
52320 MILEAGE REIMBURSEMENTS	200	200	.00	.00	.00	200.00	.0%
52330 EDUCATION REIMBURSEMENT	2,000	2,000	.00	.00	.00	2,000.00	.0%
52400 MINOR EQUIPMENT	106,000	106,000	183,887.78	35,283.61	327,239.42	-405,127.20	482.2%
52900 MISC SUPPLIES	0	0	29,670.52	4,062.52	17,355.91	-47,026.43	100.0%
53000 SOFTWARE EXPENSE	0	0	822,744.46	588,081.93	83,440.04	-906,184.50	100.0%
53001 SOFTWARE SUBSCRIPTION	50,000	210,110	1,409,763.07	174,603.68	565,777.48	-1,765,430.55	940.2%
53002 IT MAINT/SUPPORT - ANNUAL	0	0	6,489.76	.00	.00	-6,489.76	100.0%
53003 IT PERPETUAL LICENSE	425,000	425,000	16,589.93	.00	.00	408,410.07	3.9%
53020 INTERNAL PHOTOCOPING COSTS	18,746	18,746	1,669.34	.00	.00	17,076.66	8.9%
53200 PROF SERVICES - OTHER	3,978,595	4,254,595	227,075.86	51,762.42	635,524.90	3,391,994.24	20.3%
53290 OUTSIDE SERVICES	155,000	155,000	50,493.22	.00	.00	104,506.78	32.6%
53400 PROFESSIONAL SERVICES - HR	7,539	7,539	.00	.00	11,230.90	-3,691.90	149.0%
53500 BANK CHARGES	0	0	428.50	.00	.00	-428.50	100.0%

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54070 INTERNET CHARGES	123,540	123,540	70,809.35	9,937.63	43,200.00	9,530.65	92.3%
54080 TELEPHONE CHGS	615,300	615,300	240,833.29	44,538.35	4,636.49	369,830.22	39.9%
55020 EQUIPMENT MAINTENANCE	0	0	3,595.00	.00	.00	-3,595.00	100.0%
56040 CAPEX - MACHINERY/EQUIP	0	100,000	62,948.88	6,160.73	37,051.12	.00	100.0%
57000 RENTALS & LEASES	0	24,000	13,085.32	1,758.66	11,093.72	-179.04	100.7%
57800 FOR CONTINGENCIES	500,000	0	.00	.00	.00	.00	.0%
59300 LIABILITY INSURANCE CHGS	220,304	220,304	146,869.36	18,358.67	.00	73,434.64	66.7%
59500 FLEET EQUIP MAINT ISF CHG	1,441	1,441	2,230.14	451.93	.00	-789.14	154.8%
59600 INDIRECT PRORATED CST CHG	330,971	330,971	220,647.28	27,580.91	.00	110,323.72	66.7%
59700 FACILITY CHG MAINTENANCE	99,761	109,094	66,507.36	8,313.42	.00	42,586.81	61.0%
59800 TRANSFERS OUT - CIP	73,701	293,487	4,119.11	.00	.00	289,368.36	1.4%
59900 TRANSFERS OUT - DEBT	0	73,701	36,850.10	.00	.00	36,850.90	50.0%
TOTAL INFORMATION TECHNOLOGY ISF	13,183,523	13,546,454	5,798,020.39	1,281,138.37	1,766,549.98	5,981,883.27	55.8%
732 IT CAPITAL							
53200 PROF SERVICES - OTHER	0	189,270	.00	.00	.00	189,270.00	.0%
56030 CAPEX - VEHICLES	0	42,155	.00	.00	.00	42,154.70	.0%
56050 CAPEX - INFRASTRUCTURE	0	104,217	4,119.11	.00	33,844.36	66,254.00	36.4%
TOTAL IT CAPITAL	0	335,642	4,119.11	.00	33,844.36	297,678.70	11.3%
735 FACILITIES MAINTENANCE ISF							
50000 SALARIES - REGULAR	2,302,957	2,240,245	1,302,524.57	166,824.21	.00	937,720.43	58.1%
50100 SALARIES - TEMPORARY	32,000	4,000	8.48	.00	.00	3,991.52	.2%
50200 OVERTIME WAGES	35,000	35,000	24,140.48	3,799.57	.00	10,859.52	69.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	3,811.77	1,357.92	.00	-3,811.77	100.0%
51000 CALPERS PENSION NORMAL COST	247,360	240,624	133,128.43	17,228.71	.00	107,495.57	55.3%
51010 CALPERS PENSION UAL	386,790	386,790	257,860.00	32,232.50	.00	128,930.00	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	221,097	221,097	138,205.81	17,015.78	.00	82,891.19	62.5%
51160 CITY PAID EMPLOYEE BENEFITS	828,189	805,637	438,844.63	55,612.58	.00	366,792.37	54.5%
51210 RETIREE HEALTH INS PLAN	20,184	20,184	12,620.67	1,637.57	.00	7,563.33	62.5%
51300 WORKERS COMPENSATION	181,624	181,624	121,082.64	15,135.33	.00	60,541.36	66.7%
51400 AUTO ALLOWANCE	210	210	134.01	25.37	.00	75.99	63.8%
52200 SUBSCRIPTIONS & PUBLS	0	0	525.00	75.00	375.00	-900.00	100.0%
52300 UNIFORMS	17,000	17,000	1,722.88	.00	9,339.96	5,937.16	65.1%
52310 TRAINING-WORKSHOP-MTGS	299	2,299	.00	.00	.00	2,299.00	.0%
52400 MINOR EQUIPMENT	312,116	312,116	133,893.03	4,177.34	154,047.72	24,175.25	92.3%

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52600 SUPPLIES CUSTODIAL	80,000	80,000	36,382.39	11,290.85	40,316.61	3,301.00	95.9%
52900 MISC SUPPLIES	2,000	2,000	2,026.03	1,384.62	5,209.86	-5,235.89	361.8%
53020 INTERNAL PHOTOCOPING COSTS	750	750	4,481.38	.00	.00	-3,731.38	597.5%
53200 PROF SERVICES - OTHER	538,000	626,000	151,041.25	105.00	276,863.97	198,094.78	68.4%
54010 UTILITY EXPENSE-ELECTRIC	357,401	832,401	543,050.60	48,983.73	.00	289,350.40	65.2%
54020 UTILITY EXPENSE - GAS	41,541	71,541	39,487.30	1,019.33	.00	32,053.70	55.2%
54030 UTILITY EXPENSE- WASTEWATER	11,851	11,851	9,227.64	1,118.24	.00	2,623.36	77.9%
54040 UTILITY EXPENSE WATER	31,190	31,190	25,382.08	2,935.08	.00	5,807.92	81.4%
54050 UTIL EXP REFUSE AND DISPOSE	87,000	87,000	33,750.54	4,008.14	.00	53,249.46	38.8%
54080 TELEPHONE CHGS	11,487	11,487	16,346.96	1,812.21	.00	-4,859.96	142.3%
57000 RENTALS & LEASES	80,000	235,000	123,417.31	12,229.87	93,199.39	18,383.30	92.2%
57110 TAXES AND FILING FEES	6,000	6,000	3,196.00	.00	.00	2,804.00	53.3%
59200 IT & DATA PROCESSING CHGS	319,827	319,827	213,218.00	26,652.25	.00	106,609.00	66.7%
59300 LIABILITY INSURANCE CHGS	147,083	147,083	98,572.04	12,321.42	.00	48,510.96	67.0%
59400 TELEPHONE CHGS HIPC	22,330	22,330	14,886.64	1,860.83	.00	7,443.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	96,517	96,517	65,485.95	8,705.82	.00	31,031.05	67.8%
59600 INDIRECT PRORATED CST CHG	305,444	305,444	203,629.36	25,453.67	.00	101,814.64	66.7%
TOTAL FACILITIES MAINTENANCE ISF	6,723,247	7,353,247	4,152,083.87	475,002.94	579,352.51	2,621,810.62	64.3%
741 FLEET SERVICES ISF							
50000 SALARIES - REGULAR	1,167,355	1,167,355	605,260.17	71,833.50	.00	562,094.83	51.8%
50100 SALARIES - TEMPORARY	14,000	14,000	37,450.27	5,003.12	.00	-23,450.27	267.5%
50200 OVERTIME WAGES	25,000	25,000	20,626.78	3,285.37	.00	4,373.22	82.5%
50410 WORKERS COMP SALARY CONTINUE	0	0	18,281.58	5,873.60	.00	-18,281.58	100.0%
51000 CALPERS PENSION NORMAL COST	129,168	129,168	63,345.99	7,968.75	.00	65,822.01	49.0%
51010 CALPERS PENSION UAL	159,983	159,983	106,655.36	13,331.92	.00	53,327.64	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	83,456	83,456	48,486.55	4,720.25	.00	34,969.45	58.1%
51160 CITY PAID EMPLOYEE BENEFITS	369,747	369,747	177,155.12	21,860.13	.00	192,591.88	47.9%
51210 RETIREE HEALTH INS PLAN	19,062	19,062	11,919.52	1,546.60	.00	7,142.48	62.5%
51300 WORKERS COMPENSATION	83,063	83,063	55,375.36	6,921.92	.00	27,687.64	66.7%
51400 AUTO ALLOWANCE	210	210	134.11	25.40	.00	75.89	63.9%
51420 TOOL AND EQUIPMENT ALLOWANCE	4,750	4,750	5,371.15	.00	.00	-621.15	113.1%
52000 POSTAGE	200	200	25.54	17.35	.00	174.46	12.8%
52110 REPAIR PARTS	1,300,000	1,298,000	665,067.07	104,180.96	454,247.01	178,685.92	86.2%
52300 UNIFORMS	38,000	38,000	15,625.15	1,342.30	5,280.22	17,094.63	55.0%
52310 TRAINING-WORKSHOP-MTGS	27,000	27,000	539.00	.00	5,000.00	21,461.00	20.5%
52330 EDUCATION REIMBURSEMENT	500	500	.00	.00	.00	500.00	.0%
52400 MINOR EQUIPMENT	45,000	45,000	16,027.61	1,090.03	18,139.85	10,832.54	75.9%
52610 SUPPLIES SAFETY	10,000	10,000	753.03	62.33	.00	9,246.97	7.5%
52900 MISC SUPPLIES	14,880	14,880	14,333.65	2,359.14	28,590.19	-28,043.84	288.5%

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53000 SOFTWARE EXPENSE	0	0	53,925.56	.00	.00	-53,925.56	100.0%
53020 INTERNAL PHOTOCOPYING COSTS	3,000	3,000	742.01	.00	.00	2,257.99	24.7%
53200 PROF SERVICES - OTHER	543,079	543,079	317,374.86	17,920.47	197,291.49	28,412.65	94.8%
54080 TELEPHONE CHGS	4,247	4,247	4,711.15	452.61	.00	-464.15	110.9%
54090 UNLEADED FUEL	1,220,000	1,220,000	715,674.40	97,291.28	459,968.78	44,356.82	96.4%
54091 COMPRESSED NATURAL GAS	440,000	440,000	334,828.61	53,910.58	241,171.39	-136,000.00	130.9%
54092 DIESEL FUEL	1,480,000	1,480,000	871,491.01	120,219.18	419,438.36	189,070.63	87.2%
55020 EQUIPMENT MAINTENANCE	5,000	5,000	15,369.85	735.12	9,355.43	-19,725.28	494.5%
55030 VEHICLE MAINTENANCE	1,234,230	1,231,230	412,430.57	40,985.64	370,151.56	448,647.87	63.6%
55040 LUBRICANT	0	0	105,022.78	17,754.32	29,329.80	-134,352.58	100.0%
55050 TIRES	0	0	134,555.36	14,097.50	137,015.11	-271,570.47	100.0%
56040 CAPEX - MACHINERY/EQUIP	176,000	176,000	.00	.00	.00	176,000.00	.0%
57110 TAXES AND FILING FEES	5,000	10,000	9,196.45	211.50	.00	803.55	92.0%
59200 IT & DATA PROCESSING CHGS	132,286	132,286	88,190.64	11,023.83	.00	44,095.36	66.7%
59300 LIABILITY INSURANCE CHGS	68,105	68,105	45,403.36	5,675.42	.00	22,701.64	66.7%
59400 TELEPHONE CHGS HIPC	7,331	7,331	4,887.36	610.92	.00	2,443.64	66.7%
59500 FLEET EQUIP MAINT ISF CHG	53,112	53,112	25,273.36	1,903.83	.00	27,838.64	47.6%
59600 INDIRECT PRORATED CST CHG	505,681	505,681	337,120.64	42,140.08	.00	168,560.36	66.7%
59700 FACILITY CHG MAINTENANCE	335,095	366,445	223,396.64	27,924.58	.00	143,048.28	61.0%
TOTAL FLEET SERVICES ISF	9,703,540	9,734,890	5,562,027.62	704,279.53	2,374,979.19	1,797,883.11	81.5%
742 FLEET REPLACEMENT FUND							
56040 CAPEX - MACHINERY/EQUIP	0	608,491	.00	.00	.00	608,491.41	.0%
57000 RENTALS & LEASES	0	248,006	57,126.16	19,181.48	26,624.19	164,255.70	33.8%
TOTAL FLEET REPLACEMENT FUND	0	856,497	57,126.16	19,181.48	26,624.19	772,747.11	9.8%
801 COFA DEBT SERVICE FUND							
57500 PRINCIPAL PAYMENTS	5,092,064	5,092,064	579,332.11	.00	.00	4,512,731.89	11.4%
57510 INTEREST & PENALTIES EXPENSE	2,646,062	2,646,062	1,327,419.98	.00	.00	1,318,642.02	50.2%
TOTAL COFA DEBT SERVICE FUND	7,738,126	7,738,126	1,906,752.09	.00	.00	5,831,373.91	24.6%
850 RIVERPARK JPA FUND							

YEAR-TO-DATE BUDGET REPORT
FEBRUARY 2024 EXPENSES

FOR 2024 08

850	RIVERPARK JPA FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53200	PROF SERVICES - OTHER	0	191,094	.00	.00	.00	191,094.00	.0%
56020	CAPEX - IMPRV OTH. THN BLDGS	0	766,375	9,633.60	9,633.60	168,711.24	588,029.75	23.3%
	TOTAL RIVERPARK JPA FUND	0	957,469	9,633.60	9,633.60	168,711.24	779,123.75	18.6%
991 GOVERNMENTAL CAPITAL ASSETS FD								
60200	CAPITAL ASSET OFFSET	0	0	-497,827.74	-11,999.99	.00	497,827.74	100.0%
	TOTAL GOVERNMENTAL CAPITAL ASSETS	0	0	-497,827.74	-11,999.99	.00	497,827.74	100.0%
996 GOVERNMENTAL DEBT SERVICE FUND								
57510	INTEREST & PENALTIES EXPENSE	0	0	-434,939.72	.00	.00	434,939.72	100.0%
60500	DEBT OFFSET	0	0	-2,261,625.96	.00	.00	2,261,625.96	100.0%
	TOTAL GOVERNMENTAL DEBT SERVICE F	0	0	-2,696,565.68	.00	.00	2,696,565.68	100.0%
GRAND TOTAL		632,372,454*****	352,639,666.66	44,056,525.90	128,510,094.17	752,211,045.41	39.0%	

** END OF REPORT - Generated by James Costello **

CITY OF OXNARD BALANCE SHEET REPORT
FEBRUARY 2024

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	Values	
					NET CHANGE	ACCOUNT BALANCE
'101	'GENERAL FUND	0000	UNDEFINED SUBFUND	'Asset	3,579,329.58	77,207,748.83
				'Fund Balance	(3,476,839.63)	(60,800,773.20)
				'Liability	(102,489.95)	(16,406,975.63)
'104	'HALF CENT SALES TAX - MEAS O	0000	UNDEFINED SUBFUND	'Asset	1,526,338.16	27,244,944.05
				'Fund Balance	(1,575,219.24)	(27,092,947.47)
				'Liability	48,881.08	(151,996.58)
'105	'STREET MAINTENANCE (IUF) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,621,097.28
				'Fund Balance	0.00	(1,621,135.20)
				'Liability	0.00	37.92
'114	'STORM WATER MANAGEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(124,472.82)	266,299.15
				'Fund Balance	124,493.43	(266,037.68)
				'Liability	(20.61)	(261.47)
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(1,564,630.53)	330,862.99
				'Fund Balance	1,564,630.53	(331,827.24)
				'Liability	0.00	964.25
'120	'MAINT ASSMNT DIST	2000	SPECIAL DISTRICTS ADMIN	'Asset	(136,112.21)	(947,651.26)
				'Fund Balance	135,660.69	949,494.66
				'Liability	451.52	(1,843.40)
		2030	LMD 03 - RIVER RIDGE	'Asset	(1,725.31)	114,183.59
				'Fund Balance	1,725.31	(114,183.59)
		2100	LMD 10 - COUNTRY CLUB	'Asset	(504.03)	27,501.28
				'Fund Balance	504.03	(27,501.28)
		2110	LMD 11 - ST. TROPAZ	'Asset	(254.78)	(941.39)
				'Fund Balance	254.78	941.39
		2120	LMD 12 - STANDARD PACIFIC	'Asset	(319.44)	34,180.08
				'Fund Balance	319.44	(34,180.08)
		2130	LMD 13 - LE VILLAGE	'Asset	(275.51)	29,333.18
				'Fund Balance	275.51	(29,333.18)

CITY OF OXNARD BALANCE SHEET REPORT
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			Values	
2140	LMD 14 - CALIFORNIA COVE	'Asset	(499.75)	45,249.35
		'Fund Balance	499.75	(45,249.35)
2160	LMD 16 - CALIFORNIA LIGHTHOUSE	'Asset	(193.19)	27,209.92
		'Fund Balance	193.19	(27,209.92)
2230	LMD 23 - GREYSTONE	'Asset	(50.47)	9,582.08
		'Fund Balance	50.47	(9,582.08)
2240	LMD 24 - VINEYARDS	'Asset	(728.14)	30,802.46
		'Fund Balance	278.14	(30,802.46)
		'Liability	450.00	0.00
2250	LMD 25 - THE POINTE	'Asset	(190.09)	31,154.08
		'Fund Balance	190.09	(31,154.08)
2270	LMD 27- ROSE ISLAND	'Asset	(292.69)	29,925.45
		'Fund Balance	292.69	(29,925.45)
2280	LMD 28 - HARBORSIDE	'Asset	(1,031.99)	99,409.68
		'Fund Balance	521.99	(99,409.68)
		'Liability	510.00	0.00
2300	LMD 30 - HAAS AUTOMATION	'Asset	(216.17)	93,174.18
		'Fund Balance	216.17	(93,174.18)
2310	LMD 31 - RANCHO DE LA ROSA	'Asset	(30,488.77)	43,462.18
		'Fund Balance	973.12	(43,462.18)
		'Liability	29,515.65	0.00
2320	LMD 32 - OAK PARK	'Asset	(313.98)	59,355.73
		'Fund Balance	313.98	(59,355.73)
2330	LMD 33 - EL PASEO	'Asset	(272.58)	62,070.08
		'Fund Balance	277.14	(62,065.52)
		'Liability	(4.56)	(4.56)
2340	LMD 34 - SUNRISE PT/SUNSET CV	'Asset	(976.36)	89,399.68

CITY OF OXNARD BALANCE SHEET REPORT
FEBRUARY 2024

			Values	
2340	LMD 34 - SUNRISE PT/SUNSET CV	'Fund Balance	976.36	(89,399.68)
2360	LMD 36 - V ST CRUZ/V CARMEL	'Asset	(54,698.88)	89,014.76
		'Fund Balance	3,222.88	(89,014.76)
		'Liability	51,476.00	0.00
2370	LMD 37 - PACIFIC BREEZE	'Asset	(244.20)	157,399.96
		'Fund Balance	244.20	(157,399.96)
2380	LMD 38 - ALDEA DEL MAR	'Asset	(31,918.63)	69,341.55
		'Fund Balance	32,262.38	(68,997.80)
		'Liability	(343.75)	(343.75)
2390	LMD 39 - EL SUENO PROMESA	'Asset	(10,022.74)	174,527.18
		'Fund Balance	9,668.04	(174,051.88)
		'Liability	354.70	(475.30)
2391	LMD 39- D.R. HORTON	'Asset	(2,216.75)	46,304.90
		'Fund Balance	2,309.02	(46,212.63)
		'Liability	(92.27)	(92.27)
2400	LMD 40 - CANTADA	'Asset	(1,149.18)	153,978.31
		'Fund Balance	474.18	(153,978.31)
		'Liability	675.00	0.00
2410	LMD 41 - PACIFIC COVE	'Asset	(1,093.86)	58,847.73
		'Fund Balance	2,243.86	(57,697.73)
		'Liability	(1,150.00)	(1,150.00)
2420	LMD 42 - CANTABRIA/CORONADO	'Asset	(1,476.16)	312,494.95
		'Fund Balance	2,565.16	(311,405.95)
		'Liability	(1,089.00)	(1,089.00)
2430	LMD 43 - GREENBELT	'Asset	(587.87)	232,784.80
		'Fund Balance	732.87	(232,455.26)
		'Liability	(145.00)	(329.54)
2460	LMD 46 - DAILY RANCH	'Asset	(1,204.83)	193,398.62
		'Fund Balance	24,834.83	(169,598.62)

CITY OF OXNARD BALANCE SHEET REPORT
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			Values	
2460	LMD 46 - DAILY RANCH	'Liability	(23,630.00)	(23,800.00)
2470	LMD 47 - SYCAMORE PLACE	'Asset	(14,795.90)	116,170.60
		'Fund Balance	14,795.90	(116,170.60)
2490	LMD 49 - CAMERON RANCH	'Asset	(573.01)	(65,820.58)
		'Fund Balance	573.01	65,820.58
2500	LMD 50 - PV SENIOR HOUSING	'Asset	(234.68)	36,026.71
		'Fund Balance	234.68	(36,026.71)
2510	LMD 51 - PFEILER	'Asset	(10,367.32)	300,538.53
		'Fund Balance	10,367.32	(299,640.22)
		'Liability	0.00	(898.31)
2520	LMD 52 - WINGFIELD	'Asset	(457.99)	268,992.45
		'Fund Balance	457.99	(268,992.45)
2530	LMD 53 - HUFF COURT	'Asset	(109.23)	8,405.10
		'Fund Balance	109.23	(8,405.10)
2540	LMD 54 - MEADOWCREST	'Asset	(251.42)	81,951.24
		'Fund Balance	251.42	(81,951.24)
2550	LMD 55 - WINGFIELD WEST	'Asset	(3,963.46)	45,202.81
		'Fund Balance	3,963.46	(45,202.81)
2580	LMD 58 - WESTWIND	'Asset	(318.87)	141,991.96
		'Fund Balance	318.87	(141,991.96)
2600	LMD 60 - ARTISAN	'Asset	(673.02)	32,329.79
		'Fund Balance	673.02	(32,329.79)
3040	LMD 04 - MNDLY BAY/BEACH MAIN	'Asset	(550.30)	52,034.04
		'Fund Balance	550.30	(52,034.04)
4010	WATERWAYS 01- MANDALAY BAY	'Asset	(24,225.96)	117,430.67
		'Fund Balance	20,836.98	(117,430.67)
		'Liability	3,388.98	0.00

CITY OF OXNARD BALANCE SHEET REPORT
FEBRUARY 2024

				Values		
	4020	WATERWAYS 02- HARBOR ISLAND	'Asset	93,919.37	29,728.95	
			'Fund Balance	(95,601.08)	(29,728.95)	
			'Liability	1,681.71	0.00	
	5080	OXNARD TWIN CENTER CFD 88-1	'Fund Balance	0.00	0.00	
	6020	CFD 02 - WESTPORT	'Asset	(4,005.75)	1,467,179.37	
			'Fund Balance	4,328.17	(1,466,824.16)	
			'Liability	(322.42)	(355.21)	
	6040	CFD 04 - SEABRIDGE	'Asset	(33,368.09)	3,380,210.16	
			'Fund Balance	35,171.46	(3,377,571.66)	
			'Liability	(1,803.37)	(2,638.50)	
	6050	CFD 05 - RIVERPARK	'Asset	(182,859.65)	2,523,297.58	
			'Fund Balance	194,594.74	(2,486,142.28)	
			'Liability	(11,735.09)	(37,155.30)	
	6060	CFD 09 - NORTHSHORE MANDALAY	'Asset	(308.75)	489,922.43	
			'Fund Balance	308.75	(489,922.43)	
	6070	CFD 07- WAGON WHEEL	'Asset	0.00	194,729.07	
			'Fund Balance	0.00	(194,729.07)	
	6080	CFD 08 - SAKIOKA FARMS	'Asset	0.00	207,870.45	
			'Fund Balance	0.00	(207,870.45)	
'181	'STATE GAS TAX FUND	0000	UNDEFINED SUBFUND	'Asset	(142,286.54)	(3,241,509.11)
			'Fund Balance	166,606.94	3,296,348.71	
			'Liability	(24,320.40)	(54,839.60)	
'182	'TRAFFIC SAFETY FUND	0000	UNDEFINED SUBFUND	'Asset	(39,405.40)	141,039.05
			'Fund Balance	39,405.40	(141,039.04)	
			'Liability	0.00	(0.01)	
'185	'ROAD MAINT & REHAB ACT FUND	0000	UNDEFINED SUBFUND	'Asset	440,811.39	5,836,369.23
			'Fund Balance	(440,811.39)	(5,836,369.23)	

CITY OF OXNARD BALANCE SHEET REPORT
FEBRUARY 2024

				Values		
'191	'ASSET SEIZURE FUND - FED	0000	UNDEFINED SUBFUND	'Asset	(1,525.00)	172,074.78
				'Fund Balance	1,525.00	(171,704.78)
				'Liability	0.00	(370.00)
'192	'ASSET SEIZURE FUND - STATE	0000	UNDEFINED SUBFUND	'Asset	(43,856.35)	118,780.31
				'Fund Balance	43,903.35	(98,780.31)
				'Liability	(47.00)	(20,000.00)
'200	'FEDERAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	865,169.79	2,370,590.72
				'Fund Balance	(882,116.32)	(2,208,351.92)
				'Liability	16,946.53	(162,238.80)
'201	'CDGB FUND	0000	UNDEFINED SUBFUND	'Asset	(138,371.22)	2,323,375.84
				'Fund Balance	21,998.81	(906,897.29)
				'Liability	116,372.41	(1,416,478.55)
'202	'HOME FUND	0000	UNDEFINED SUBFUND	'Asset	(404.35)	9,649,512.94
				'Fund Balance	(1,034.80)	(1,501,261.28)
				'Liability	1,439.15	(8,148,251.66)
'203	'EMERGENCY SHELTER FUND	0000	UNDEFINED SUBFUND	'Asset	(17,854.13)	938,761.91
				'Fund Balance	23,981.08	(932,614.96)
				'Liability	(6,126.95)	(6,146.95)
'204	'ARPA	0000	UNDEFINED SUBFUND	'Asset	24,983.01	22,068,616.61
				'Fund Balance	20,112.66	879,266.33
				'Liability	(45,095.67)	(22,947,882.94)
'210	'STATE & LOCAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	674,088.06	20,431,089.75
				'Fund Balance	(495,287.16)	(5,714,285.80)
				'Liability	(178,800.90)	(14,716,803.95)
'212	'TRANSPORT DEV ACT (TDA) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	(165.40)
				'Liability	0.00	165.40
		9030	TDA ARTICLE 3	'Asset	(80.17)	151,861.07
				'Fund Balance	80.17	(151,861.07)
		9040	TDA ARTICLE 4	'Asset	49,882.28	2,591,911.24

CITY OF OXNARD BALANCE SHEET REPORT
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				Values		
'212	'TRANSPORT DEV ACT (TDA) FUND	9040	TDA ARTICLE 4	'Fund Balance	(34,655.68)	(185,850.52)
				'Liability	(15,226.60)	(2,406,060.72)
		9080	TDA ARTICLE 8A	'Asset	0.00	984.36
				'Fund Balance	0.00	(984.36)
'220	'STATE HOUSING (LHTFP) GRANT	0000	UNDEFINED SUBFUND	'Asset	(514,148.48)	761,683.13
				'Fund Balance	514,148.48	90,865.76
				'Liability	0.00	(852,548.89)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	714,209.33
				'Fund Balance	0.00	(714,209.33)
'301	'CAPITAL OUTLAY FUND	0000	UNDEFINED SUBFUND	'Asset	(2,284,123.50)	(972,603.62)
				'Fund Balance	4,309,697.29	4,594,651.07
				'Liability	(2,025,573.79)	(3,622,047.45)
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Asset	81,574.20	4,897,969.18
				'Fund Balance	(81,574.20)	(4,877,327.45)
				'Liability	0.00	(20,641.73)
'313	'2022 LEASE PURCH EQUIP FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,982,266.53
				'Fund Balance	0.00	(1,980,626.48)
				'Liability	0.00	(1,640.05)
'314	'2014 LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	(76.92)	1,858,753.74
				'Fund Balance	76.92	(1,858,753.74)
'315	'2006 TAB HERO/SW/ORMOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	2,658,200.82
				'Fund Balance	0.00	(2,649,625.82)
				'Liability	0.00	(8,575.00)
'316	'2019A LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	13,419.54
				'Fund Balance	0.00	(13,419.54)
'320	'LOST PUBLIC SECTOR REV FUND	0000	UNDEFINED SUBFUND	'Asset	(11,363.11)	15,097,930.81
				'Fund Balance	5,805.61	(15,092,898.31)
				'Liability	5,557.50	(5,032.50)

CITY OF OXNARD BALANCE SHEET REPORT
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				Values		
'350	'DEVELOPMENT IMPACT FEES FUND	8010	PARK FEES - QUIMBY RESERVE	'Asset	0.00	10,070,411.59
				'Fund Balance	0.00	(10,070,411.58)
				'Liability	0.00	(0.01)
		8020	PARKS DEVELOPMENT FEES	'Asset	20,525.32	1,717,830.33
				'Fund Balance	(20,525.32)	(1,717,830.33)
		8030	STORM DRAIN FACILITY FEE	'Asset	4,166.46	10,253,593.74
				'Fund Balance	(4,166.46)	(10,253,593.74)
		8040	CIRCULATION SYS IMPROV FEES	'Asset	40,177.53	19,450,634.65
				'Fund Balance	(40,177.53)	(19,450,505.58)
				'Liability	0.00	(129.07)
		8050	CAP GROWTH FEES-RESIDENTIAL	'Asset	17,455.49	2,308,977.91
				'Fund Balance	(17,455.49)	(2,308,977.91)
		8055	MOBILITY FEE	'Asset	9,996.80	1,208,468.47
				'Fund Balance	(9,996.80)	(1,208,468.47)
		8060	CAP GROWTH FEES-NONRESIDENTIAL	'Asset	(55.75)	2,527,253.50
				'Fund Balance	55.75	(2,527,253.50)
		8070	UTILITY UNDERGROUNDING IN LIEU	'Asset	626.40	1,718,175.64
				'Fund Balance	(626.40)	(1,718,175.64)
		8080	PUBLIC ART PROGRAM FEE	'Asset	2,833.77	1,240,467.01
				'Fund Balance	(2,833.77)	(1,240,467.00)
				'Liability	0.00	(0.01)
'360	'OTH. DEVPT FEES FUND	7010	AIR POLLUTION BUYDOWN FEE	'Asset	(813.00)	1,644,468.61
				'Fund Balance	813.00	(1,644,468.61)
		7020	CUPA OPERATING PROGRAM	'Asset	(78,551.37)	1,830,255.81
				'Fund Balance	78,235.45	(1,830,036.13)
				'Liability	315.92	(219.68)
		7030	CUPA CAPITAL PROGRAM	'Asset	0.00	307,399.85
				'Fund Balance	0.00	(307,399.85)

CITY OF OXNARD BALANCE SHEET REPORT
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				Values		
'360	'OTH. DEVPT FEES FUND					
		7040	AFFORDABLE RENTAL HOUSING	'Asset	0.00	1,413,492.22
				'Fund Balance	0.00	(113,492.22)
				'Liability	0.00	(1,300,000.00)
		7050	HOUSING IN LIEU - FEES	'Asset	(5,948.24)	14,954,425.41
				'Fund Balance	6,390.70	(3,121,983.06)
				'Liability	(442.46)	(11,832,442.35)
		7060	HOUSING IN LIEU - CITY	'Asset	0.00	1,081,180.66
				'Fund Balance	0.00	(431,180.66)
				'Liability	0.00	(650,000.00)
'420	'HOUSING SUC AGCY FUND	0000	UNDEFINED SUBFUND	'Asset	(832.23)	37,223,806.81
				'Fund Balance	2,001.73	(3,587,074.78)
				'Liability	(1,169.50)	(33,636,732.03)
'429	'CDC SUCCESSOR AGENCY FUND	0000	UNDEFINED SUBFUND	'Asset	(737,786.93)	39,728,493.43
				'Fund Balance	888,866.01	(11,610,415.55)
				'Liability	(151,079.08)	(28,118,077.88)
'481	'DOWNTOWN IMPROVEMENT DISTRICT	0000	UNDEFINED SUBFUND	'Asset	(8,114.21)	4,241,457.30
				'Fund Balance	0.00	(4,181,457.29)
				'Liability	8,114.21	(60,000.01)
'500	'BOND ASSESSMENT DISTRICTS	5000	CFD 2000-3	'Asset	(95,136.21)	6,841,318.09
				'Fund Balance	95,136.21	(2,778,386.51)
				'Liability	0.00	(4,062,931.58)
		5010	HUENEME RD ASSESS DIST 83-1	'Asset	0.00	105,474.06
				'Fund Balance	0.00	(105,474.48)
				'Liability	0.00	0.42
		5020	ROSE/CLARA ASSESS DIST 86-4	'Asset	0.00	50,205.16
				'Fund Balance	0.00	(50,205.34)
				'Liability	0.00	0.18
		5030	ROSE/101 ASSESS DIST 96-1	'Asset	0.00	3,955.06
				'Fund Balance	0.00	(3,955.14)

CITY OF OXNARD BALANCE SHEET REPORT
FEBRUARY 2024

				Values	
		5030	ROSE/101 ASSESS DIST 96-1	'Liability	0.00 0.08
		5040	ROSE AVE/101 IFD	'Asset	0.00 4,352.37
				'Fund Balance	0.00 (4,351.94)
				'Liability	0.00 (0.43)
		5050	ASSESSMENT DISTRICT 2000-1	'Asset	(37,854.92) 2,466,542.71
				'Fund Balance	37,854.92 (1,236,543.19)
				'Liability	0.00 (1,229,999.52)
		5060	RICE/101 INTER ASSESS DIST	'Asset	(153,748.97) 7,641,563.91
				'Fund Balance	153,748.97 (1,070,345.28)
				'Liability	0.00 (6,571,218.63)
		5070	CFD 03-SEABRIDGE BONDED	'Asset	(384,344.67) 20,793,683.23
				'Fund Balance	384,344.67 (1,973,682.86)
				'Liability	0.00 (18,820,000.37)
		5080	OXNARD TWIN CENTER CFD 88-1	'Asset	0.00 290,509.88
				'Fund Balance	0.00 (290,510.20)
				'Liability	0.00 0.32
		5100	CFD-01 - WESTPORT BONDED	'Asset	(138,072.95) 6,832,167.49
				'Fund Balance	138,072.95 (992,012.97)
				'Liability	0.00 (5,840,154.52)
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	UNDEFINED SUBFUND	'Asset	(100,910.38) 8,624,309.29
				'Fund Balance	3,369.71 (6,677,221.82)
				'Liability	97,540.67 (1,947,087.47)
'542	'PAYROLL CLEARING FUND	0000	UNDEFINED SUBFUND	'Asset	3,659,116.58 7,537,560.94
				'Fund Balance	166,703.57 2,388,979.70
				'Liability	(3,825,820.15) (9,926,540.64)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Asset	0.00 407,926.84
				'Fund Balance	2,956.73 (405,923.08)
				'Liability	(2,956.73) (2,003.76)
'551	'OPD PROPERTY ROOM FUND	0000	UNDEFINED SUBFUND	'Asset	(14,100.00) 336,359.88

CITY OF OXNARD BALANCE SHEET REPORT
FEBRUARY 2024

				Values		
'551	'OPD PROPERTY ROOM FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	(279,686.23)
				'Liability	14,100.00	(56,673.65)
'561	'OXNARD DOWNTOWN MGT DIST FUND	0000	UNDEFINED SUBFUND	'Asset	(183,800.60)	161,862.73
				'Fund Balance	183,800.60	(161,862.54)
				'Liability	0.00	(0.19)
'571	'CONTRIBUTIONS TRUST FUND	0000	UNDEFINED SUBFUND	'Asset	(4,644.28)	2,834,840.14
				'Fund Balance	15,504.26	(2,405,644.96)
				'Liability	(10,859.98)	(429,195.18)
'586	'ENHANCED RETIREMENT PLAN FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	105,083,399.50
				'Fund Balance	0.00	(105,083,399.50)
'601	'WATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	1,700,373.17	294,565,643.58
				'Fund Balance	(1,522,518.43)	(106,295,720.61)
				'Liability	(177,854.74)	(188,269,922.97)
'602	'WATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(644,376.80)	(1,173,031.95)
				'Fund Balance	877,897.59	2,347,648.91
				'Liability	(233,520.79)	(1,174,616.96)
'603	'WATER DEVLPMT IMPACT FEES FUND	0000	UNDEFINED SUBFUND	'Asset	23,353.50	19,263,279.58
				'Fund Balance	(23,353.50)	(19,263,279.58)
'605	'WATER CAP FACILITY FUND	0000	UNDEFINED SUBFUND	'Asset	2,782.40	1,684,778.23
				'Fund Balance	(2,700.17)	(1,692,066.78)
				'Liability	(82.23)	7,288.55
'606	'WATER RESOURCE FEE FUND	0000	UNDEFINED SUBFUND	'Asset	(116.75)	1,979,837.35
				'Fund Balance	116.75	(1,979,837.35)
'607	'WATER BOND 2021 (2004) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	(114,428.25)
				'Fund Balance	0.00	149,428.25
				'Liability	0.00	(35,000.00)
'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	(56,919.28)	1,194,211.03
				'Fund Balance	84,202.69	(1,129,194.58)
				'Liability	(27,283.41)	(65,016.45)

CITY OF OXNARD BALANCE SHEET REPORT
FEBRUARY 2024

				Values		
'608	'WATER SECURITY-CONT PREV FUND					
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	13,764,917.12
				'Fund Balance	0.00	(13,720,047.78)
				'Liability	0.00	(44,869.34)
'611	'WASTEWATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	1,166,161.27	309,597,053.82
				'Fund Balance	(1,429,944.58)	(202,079,536.83)
				'Liability	263,783.31	(107,517,516.99)
'612	'WASTEWATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(325,400.04)	(2,648,442.73)
				'Fund Balance	4,009,744.16	7,285,779.62
				'Liability	(3,684,344.12)	(4,637,336.89)
'613	'WASTEWATER CONNECTION FEE FUND	0000	UNDEFINED SUBFUND	'Asset	28,911.65	15,880,680.86
				'Fund Balance	(28,911.65)	(15,880,680.86)
'617	'WASTEWATER BOND FUNDED CIP	0000	UNDEFINED SUBFUND	'Asset	0.00	(4,792,836.35)
				'Fund Balance	0.00	4,792,836.35
'628	'WASTEWATER SEC-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	(82,527.68)
				'Fund Balance	0.00	82,527.68
'631	'SOLID WASTE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	69,880.29	67,163,321.69
				'Fund Balance	325,998.00	(18,746,982.49)
				'Liability	(395,878.29)	(48,416,339.20)
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(72,359.15)	(65,918.70)
				'Fund Balance	75,637.63	132,133.45
				'Liability	(3,278.48)	(66,214.75)
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	UNDEFINED SUBFUND	'Asset	1,502.28	856,932.94
				'Fund Balance	(1,502.28)	(856,932.94)
'638	'SOLID WASTE SEC - CONT PREV FU	0000	UNDEFINED SUBFUND	'Asset	(18,397.79)	1,007,911.61
				'Fund Balance	18,397.79	(1,007,911.61)
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Asset	69,230.02	512,259.69
				'Fund Balance	(69,391.82)	(512,218.25)
				'Liability	161.80	(41.44)

CITY OF OXNARD BALANCE SHEET REPORT
FEBRUARY 2024

				Values		
'641	'PERFORMING ARTS CENTER FUND					
'651	'GOLF COURSE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	371,728.05	51,078,288.71
				'Fund Balance	(380,074.10)	(50,711,182.86)
				'Liability	8,346.05	(367,105.85)
'652	'GOLF COURSE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(7,737.92)	(8,238.76)
				'Fund Balance	3,245.42	8,238.76
				'Liability	4,492.50	0.00
'701	'PUBLIC LIAB & PROP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	458,026.44	3,534,289.58
				'Fund Balance	(500,997.86)	4,346,399.38
				'Liability	42,971.42	(7,880,688.96)
'702	'WORKERS COMP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	295,053.23	19,744,363.71
				'Fund Balance	(423,312.36)	18,503,340.88
				'Liability	128,259.13	(38,247,704.59)
'725	'CUSTOMER BILLING OPS ISF	0000	UNDEFINED SUBFUND	'Asset	67,034.21	2,511,982.47
				'Fund Balance	(49,454.69)	196,385.33
				'Liability	(17,579.52)	(2,708,367.80)
'731	'INFORMATION TECHNOLOGY ISF	0000	UNDEFINED SUBFUND	'Asset	(127,098.27)	12,170,051.77
				'Fund Balance	200,789.26	(5,051,453.92)
				'Liability	(73,690.99)	(7,118,597.85)
'732	'IT CAPITAL	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	(0.00)
'735	'FACILITIES MAINTENANCE ISF	0000	UNDEFINED SUBFUND	'Asset	79,098.60	4,247,786.58
				'Fund Balance	(89,804.09)	2,832,095.96
				'Liability	10,705.49	(7,079,882.54)
'741	'FLEET SERVICES ISF	0000	UNDEFINED SUBFUND	'Asset	(304,869.59)	1,711,036.33
				'Fund Balance	(15,050.40)	2,886,065.79
				'Liability	319,919.99	(4,597,102.12)
'742	'FLEET REPLACEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(19,181.48)	808,050.54
				'Fund Balance	19,181.48	(808,050.54)
'801	'COFA DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	38,622.66

CITY OF OXNARD BALANCE SHEET REPORT
FEBRUARY 2024

				Values		
'801	'COFA DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	(38,622.66)
'850	'RIVERPARK JPA FUND	0000	UNDEFINED SUBFUND	'Asset	(7,488.10)	948,777.74
				'Fund Balance	9,633.60	(946,632.24)
				'Liability	(2,145.50)	(2,145.50)
'991	'GOVERNMENTAL CAPITAL ASSETS FD	0000	UNDEFINED SUBFUND	'Asset	11,999.99	2,098,307,267.73
				'Fund Balance	(11,999.99)	(1,812,189,677.00)
				'Liability	0.00	(286,117,590.73)
'996	'GOVERNMENTAL DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	19,422,238.68
				'Fund Balance	0.00	74,224,325.97
				'Liability	0.00	(93,646,564.65)
'999	'TREASURY FUND	0000	UNDEFINED SUBFUND	'Asset	6,099,610.13	478,081,610.76
				'Liability	(6,099,610.13)	(478,081,610.76)
(blank)	(blank)	(blank)	(blank)	(blank)		
			#N/A	(blank)		
Grand Total					(0.00)	0.00



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.1

DATE: April 30, 2024

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending March 29, 2024. (10 minutes)

RECOMMENDATION

That the City Council receive and file the report.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wVt4Wq71SLA>

BACKGROUND

The City of Oxnard's March 2024 investment report will be brief this reporting period and is required to be submitted to the City Clerk and the City Council as prescribed in California Government Code 53646.

But first, I wish to give a special thanks to the city staff without whose assistance this report could not be generated. This report does not show the fund balances, nor disbursements, nor total receipts of the City of Oxnard, because Oxnard Municipal Code identifies the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of March 29, 2024. The following data is included in this report.

For the month of March, the investment portfolio earned an estimated \$1,074,255.63 including LAIF and the Ventura County Investment Pool, and an efficiency rating remained at 98%, with estimated annual earnings of \$12,330,067.50.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated Federal payments, and it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it exceeds 90%. For the month of March, we were at 98% efficiency and have exceeded our goal.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain that the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2-, 3-, 4-, or 5-year maturities. Fourth, we will show you the daily cash position for March 29, 2024 so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we make available the detailed list of every investment that the city currently holds as of the last day of March 29, 2024 upon request.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council, and the public can begin to see the actual amounts in the city's bank accounts at Bank of America. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation. So, while this report is brief in the number of pages, we hope to respond to your questions.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The City's total amount invested as of March 29, 2024 purchased at a tax cost of \$451,067,290.50, with a PAR value of \$451,150,000. Because the upward movement in the GSE market interest rates produces greater earnings, it also results in an estimated net market loss if we had to sell the older lower yielding instruments in the market today.

ITEM	March 2024
Cost of investments (bank calc.)	\$451,067,290.50
Par or face value	\$451,150,000.00

USBank's tax costs and PAR/Face Value

In a market (the city's policy requires risk free rate of return) of fixed interest rates any instrument purchased today will decrease in value as the interest rates increases and vice versa. However, with a passive portfolio, one where we intend to hold each instrument until it matures, we can expect to receive the PAR or Face value when we sell back each individual GSE (government sponsored enterprise bond) or CD, so that there would be no market loss.

Cash balances on the last day of March 2024 in each authorized city bank account with Bank of America (excluding Parking citation account) totaled \$16,433,745.59 in the three Bank of America active accounts.

City Treasurer's bank accounts	March 2024
City's General bank account	\$9,684,142.58
Successor Agency bank account	\$6,749,603.01
Parking Citations updated	
TOTAL CASH IN BANK ACCOUNTS	\$16,433,745.59

(Per Bank Statements as of March 29, 2024)

The investments have a par value of \$ 451,150,000 and an estimated market value of \$435,935,541.65. Some were purchased months or years earlier and during the period of executive forced low GSE interest rates set by the former President. To provide greater return we can try to reduce the amount invested with LAIF and spread that over the 2,3,4, and 5- year terms. Recently, LAIF was generating an average return that is now moving upward with the City's average portfolio return. LAIF's March average apportionment rate was 4.0%, which is less than the current GSE (government sponsored enterprise) rates. Reducing the amount in LAIF would produce greater returns, however, doing so would also reduce the liquidity of the portfolio.

ITEM	March 2024
Cost of investments (bank calc.)	\$451,067,290.50
Par or face value	\$451,150,000.00
USBank est Market value	\$435,935,541.65

Estimated market value is based on price paid

The portfolio's average current earning has a yield on a 365-day basis of 2.88 year to date. Based on the face value of the investments using the average portfolio yield for estimating the amount of interest earnings for the month of March produced an estimated annual interest earnings of \$12,330,067.50:

total est monthly earnings	\$1,074,255.63
City's average investment rate	2.880%
total est annual earnings	\$12,330,067.50

Estimated annual and monthly earnings

Now when we look back at the monthly cash flows of the recent years, we found that the month with the highest cash

outflow was a one-month outflow of \$48 million. And the fact that we have \$75 million invested in LAIF and \$31 million in the Ventura County Investment Pool, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. But first we look to see how much cash is available, how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of available cash, and we know that for normal/average operations we should retain a daily balance of \$3-5 million in the bank accounts. For the month of March our efficiency rating was 98%.

	March 2024
amount invested @ PAR	\$451,150,000.00
total available cash to invest	\$460,834,142.58
percent invested = efficiency	98%

Efficiency

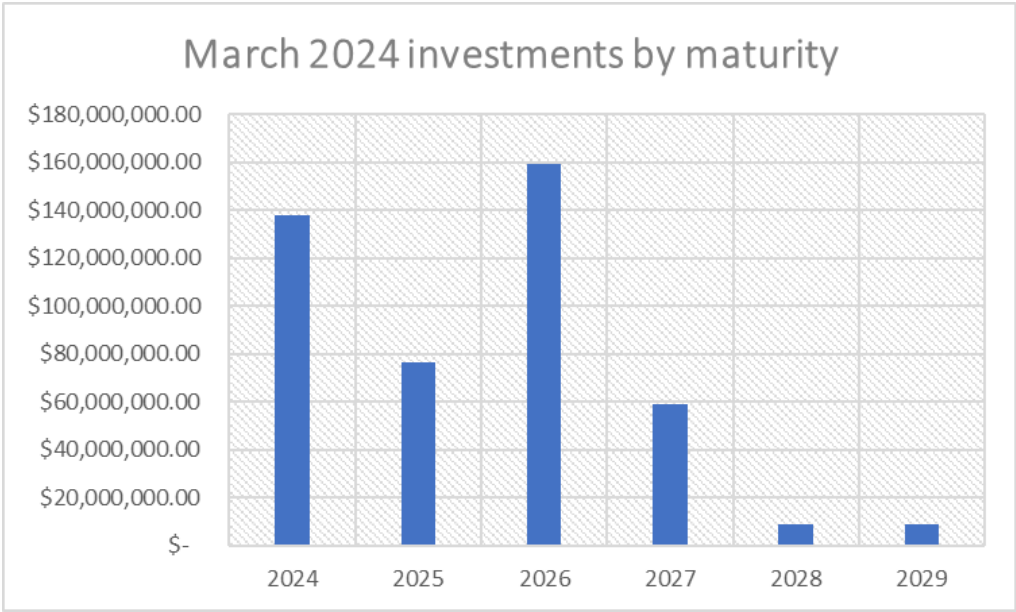
rating

The daily cash report for the last working day in March shows sufficient available cash to satisfy the city's booked short-term obligation.

Daily cash report prepared by Eden Alomeri and Martha Guerra:

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT		
DATE: 03/28/2024		
	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	10,842,762.41	As of 03/27/24
1 Day Float	319,714.70	As of 03/27/24
Credit Cards-C2G/OTC	121,626.64	
Auto Pay	92,008.53	
LAIF Withdrawal		
Investment Coupon		
Investment Call/Maturity		
Other	303,030.30	Genon
Other	5,000.00	Tulip LP
Other		
Other		
TOTAL CREDITS	\$ 11,684,142.58	
	DEBIT ESTIMATE	
Accounts Payable to Clear	2,000,000.00	
TOTAL DEBITS	\$ 2,000,000.00	
GENERAL ACCOUNT BALANCE	\$ 9,684,142.58	
SUCCESSOR AGENCY	\$ 6,749,603.01	
LAIF	\$ 75,000,000.00	
VCIP	\$ 31,000,000.00	
* Pending Payments:		
3/29 EFT	70,000.00	
3/29 AP	5,500,000.00	
4/2 CalPERS	1,200,000.00	
Total	6,770,000.00	

The chart below shows the investments organized by the year they mature. Note that the biggest year remains the year of the year the President stopped forcing government agencies from charging a market rate.



Details of investments are available upon request.

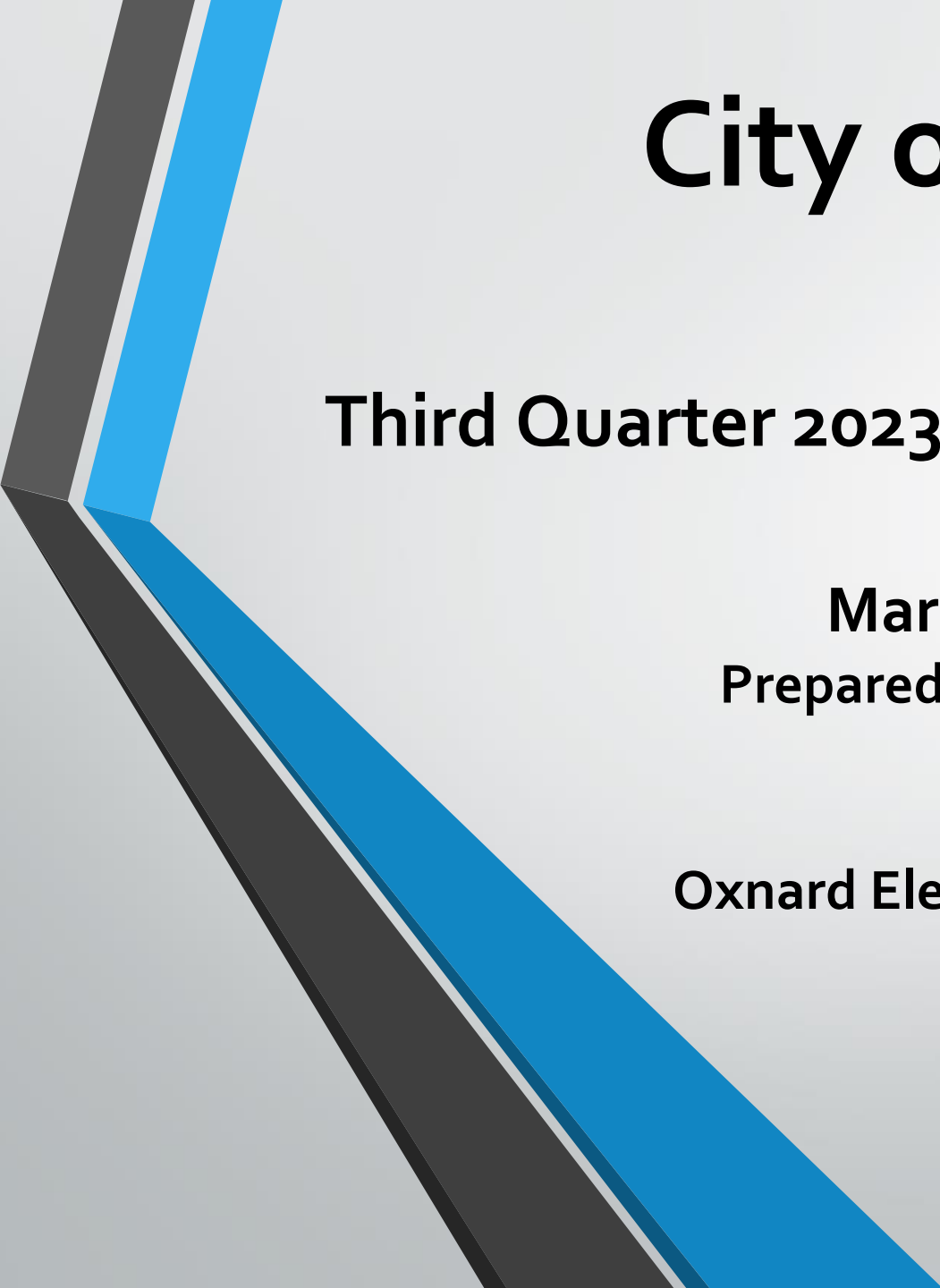
COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

- 1. City of Oxnard Mar 2024 report



City of Oxnard

Third Quarter 2023-2024 Investment Report

March 29, 2024
Prepared by Phillip Molina

Oxnard Elected City Treasurer

City Treasurer's bank accounts

March 2024

City's General bank account

\$9,684,142.58

Successor Agency bank account

\$6,749,603.01

Parking Citations updated

n/a

TOTAL CASH IN BANK ACCOUNTS

\$16,433,745.59

**After assuring enough cash in the banks to
cover for the known and estimated
disbursements
in operations, payroll and loans, the intent
is to
invest the remaining cash**



**Our goal is to invest 100% of
all available cash while
keeping sufficient currency
to sustain normal operations.
In March we achieved a
target of 98%**

March 2024

amount invested @ PAR

\$451,150,000.00

total available cash to invest

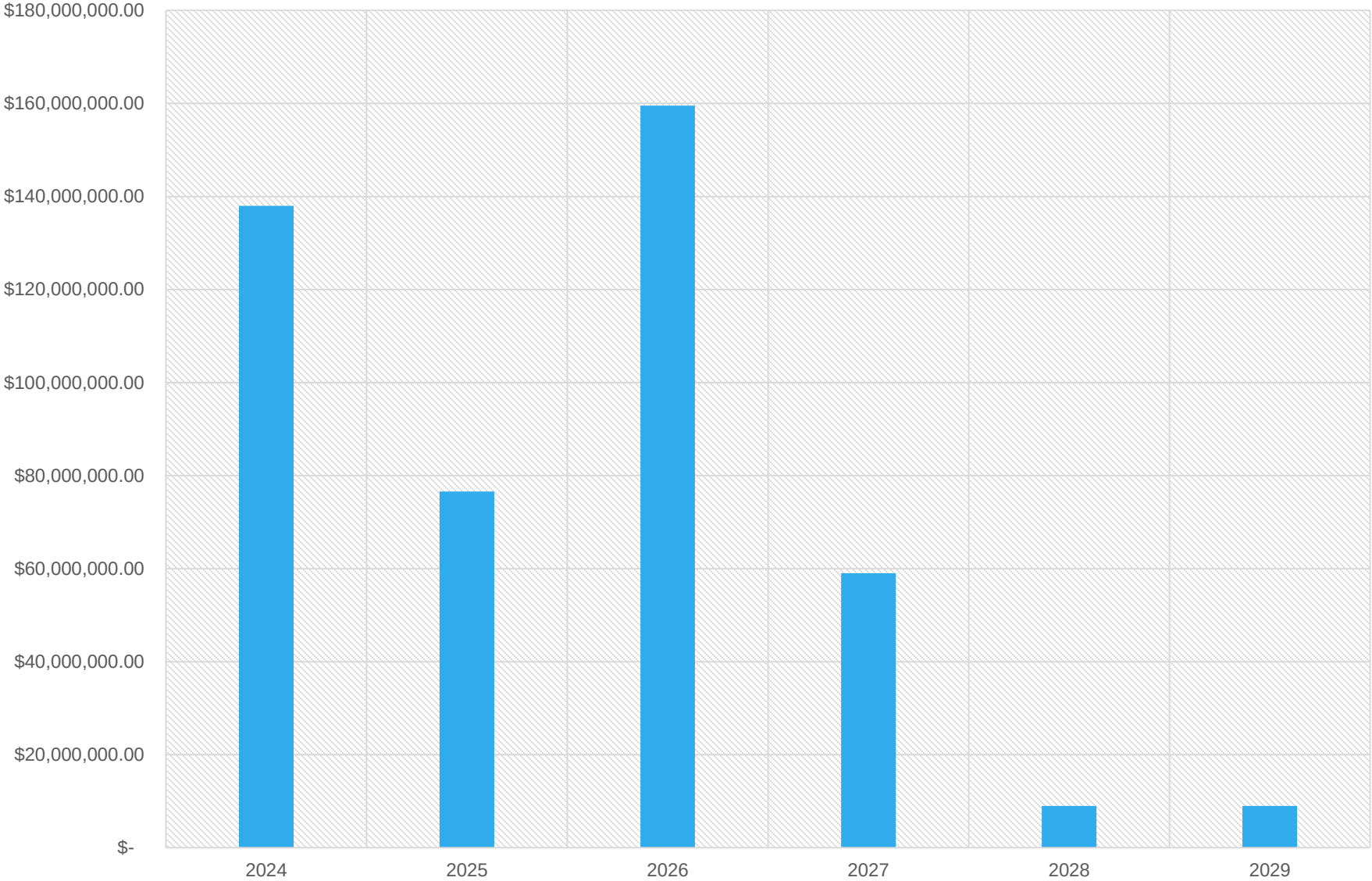
\$460,834,142.58

percent invested = efficiency

98%

total est monthly earnings	\$1,074,255.63
City's average investment rate	2.880%
total est annual earnings	\$12,330,067.50

March 2024 investments by maturity



If

you

have

any

questions

call

Oxnard Elected Treasurer at 805-385-7808



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.2

DATE: April 30, 2024

TO: City Council

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

SUBJECT: Urgent emergency services performed by Toro Enterprises, Inc. to protect properties and city infrastructure regarding the "Sunkist Fire." (10 Minutes)

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a one-time payment with Toro Enterprises, Inc. (Toro) in the amount of \$42,668.00 for urgent on-call services performed, related to the Sunkist Fire.
2. Approve and authorize a one-time budget appropriation from the General Fund's (101) available fund balance to the Fire Department's operating budget in the amount of \$42,668.00.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/EUha0J-gjt0>

BACKGROUND

Oxnard Purchasing Policy Manual, Revision 10-2022, Section 3.19 (Urgency), allows informal or formal solicitations which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses.

On the evening of March 5, 2024, a major four-alarm structure fire occurred at 245 Colonia Rd. in the La Colonia area of Oxnard. The fire required the response of three fire departments and over 25 fire apparatus to control, resulting in the total loss of the former Sunkist Lemon processing factory. The partial collapse of the building left large, unsupported sections threatening to collapse onto the adjacent railroad tracks, Colonia Rd., and prevented the search for victims. The collapse potential also prevented the final extinguishment and investigation of the fire. Heavy equipment (excavators, front loaders, etc.) was required to move fire debris and knock down the portions of the building that remained standing, posing a threat to firefighters and civilians. Heavy equipment was requested via mutual aid from neighboring fire departments, but they were unavailable for mechanical/maintenance issues. The property owner hired a contractor to facilitate an emergency demo of the building in conjunction with search and investigations. Still, that contractor could not safely and competently accomplish the work due to improper equipment.

As a result, due to the ongoing urgency, threat to high voltage power lines serving a large portion of the city, physical hazards to Fire personnel and the public, and the need to complete a search for victims of the fire promptly, the Fire Department Incident Commander contacted Toro Enterprises to facilitate the required work to allow search dogs to search for victims, fire investigators to investigate the cause and origin of the fire, and final extinguishment to bring the incident to a safe closure.

DISCUSSION

After exhausting other sources of heavy equipment via mutual aid or private contractors provided by the property owner, the Fire Incident Commander learned the Public Works Department currently has multiple agreements with Toro Enterprises, Inc. ("Toro") that include street and alley paving and an on-call services agreement for the Water and Waste Water Divisions. The on-call agreement is for scheduled and non-scheduled, or unplanned repair and maintenance of facilities and infrastructure only, excluding the Fire Department from utilizing the existing City Contract.

The Fire Incident Commander met with representatives from Toro after becoming aware of the Public Work's Agreement, and contracted for the necessary work to assist Oxnard Fire in mitigating the incident.

City Code Chapter 4: Public Project; Purchasing and Contracting, Article V. Section 4-72 Annual Authorization authorizes the city manager to award any procurement contract or purchase order up to an annual authorization in the amount listed in Cal. Pub. Con. code, Section 22032 (b) which is currently \$200,000. Since the City has spent over \$4 million dollars with Toro in Fiscal Year 2023-2024, the additional spending on this project requires City Council approval.

The Fire Department's Budget may not be able to absorb the unexpected costs associated with this emergency response incident requiring an increase to its operating budget in the amount of the Toro invoice.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost of the one-time on-call emergency services with Toro Enterprises, Inc., is \$42,668.00. To fund the emergency services, a budget appropriation from the General Fund's (101) available fund balance to the Fire Department's Operating Budget is requested.

For Finance Use Only: General Fund (Org. 1012501 Obj. 53200)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Hamilton, Fire Chief, Rose Rodarte, Administrative Services Manager, Jennifer Yates, Purchasing Manager, Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

1. Toro Enterprises, Inc. - Cost Summary
2. Presentation



GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

City of Oxnard

03/19/2024

Job: 12578TMP - Water & Wastewater On-Call Con

Requisition#12401169

8087-Sunkist Clean Up-March 2024

Bill #	Date	Total \$
12578-625	03/08/2024	\$8,486.79
12578-626	03/09/2024	\$20,850.96
12578-627	03/10/2024	\$9,235.09
12578-628	03/11/2024	\$4,095.14
Total RFCO:		\$42,667.98

Prepared By:

Reyna Huerta -
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____



Time and Material Report

12578-625
Water & Wastewater On-Call Con
Date Range: 3/8/2024 to 3/8/2024

GENERAL ENGINEERING
CONTRACTORS

12578-625

Notes - 8087-Sunkist Clean Up-Then the excavator was called to go to emergency job, so we cleaned the tracks off and got ready to demo.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1273E J	Jacob Glenn Ellis	O-8	4.00	128.26	3.50	192.39	-	-	-	\$ 1,186.41
674 C J	Jonas Simon Carrillo	O-8	4.00	148.58	4.00	222.87	0.50	297.16	-	\$ 1,634.38
613 M J	John Patrick Murphy	O-8	4.00	158.84	-	-	-	-	-	\$ 635.36
										\$ 3,456.15

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
5227	Ford F-250 (2021)		4.00	47.38	-	-	-	-	15.00	\$ 217.95
7044	CAT 336F (2015)		7.00	232.53	-	-	-	-	15.00	\$ 1,871.87
7054	CAT 336F Excavator (2018)		7.00	232.53	-	-	-	-	15.00	\$ 1,871.87
5121	Ford F-150 (2021)		4.00	47.38	-	-	-	-	15.00	\$ 217.95
EQUIP	Lago-Innv#37212		1.00	370.00	-	-	-	-	15.00	\$ 425.50
EQUIP	Lago-Innv#37213		1.00	370.00	-	-	-	-	15.00	\$ 425.50
										\$ 5,030.64

Grand Total

\$ 8,486.79

Daily Time and Materials (T&M) Report

Date: 3/8/2024
Foreman: Jonas Simon Carrillo (674 C J)
Toro Enterprises

12578TMP (Water & Wastewater On-Call Con)

9999-8087 - T&M-Sunkist Clean Up Quantity: 1 LS

Notes:

Two 336 excavators were moved into Sunkiss packing house. Where we met with a Ventura County fire department, Steve Buckles. And Oxnard fire, department Mr. Reyes. Buckles directed us to go to work immediately removing all big I beams from the south side of building creating a safe work environment for the department and the dogs to do their investigation.

Lagomarcino transport
two transports

Labor	Hours	Overtime Hours	2X Overtime Hours	Total Hours
1273E J - Jacob Glenn Ellis	4	3.5	0	7.5
613 M J - John Patrick Murphy	4	0	0	4
674 C J - Jonas Simon Carrillo	4	4	0.5	8.5

Total Labor Hours: 20

Equipment	Hours
5121 - Ford F-150 (2021)	4
5227 - Ford F-250 (2021)	4
7044 - CAT 336F (2015)	7
7054 - CAT 336F Excavator (2018)	7

Total Equipment Hours: 22

20

INVOICE

37212

Lagomarsino Transport

253 Orange Dr
Oxnard, Ca 93036
Ph: 805-509-4251
Fax: 805-647-8650

Cust. No: 1970
Toro Ent
PO Box 6285
Oxnard, CA 93031

Invoice Date: 3/8/2024
Cust. Contact
Cust. Phone: (805) 509-9706
Invoice Terms: Net 30
Please Pay by: 4/7/2024
Backhaul: No

PICKUP

Fri Mar 08
13177
80 E High St
Moorpark, Ca

DELIVER

Fri Mar 08
12578
McVane & Arturs
Oxnard, Ca

Cust PO No. 13177 / 12578
Cust Job No.
Our Order No: 43981
Our Tag or B/L No 240308-02

Load No/ Type	Truck/ Trailer	Commodity Transported	Ref Qty	Loads	Qty	Rate	UOM	Amount
196913	146	CAT 336 EXCAVATOR ID No Standard	1	1	3.00	\$185.00	Unit	\$555.00
TruckOnly		Driver: Jess Yzazaga						
		Fuel Surcharge			3.00	\$25.00		\$75.00
		Permit			1.00	\$75.00		\$75.00
		Oversize Permit			1.00	\$35.00		\$35.00

Please pay this amount: \$740.00

Thank you for choosing Lagomarsino Transport

CUSTOMER AGREES TO PAY A LATE CHARGE OF 1 1/2 % PER MONTH PLUS REASONABLE ATTORNEY FEES AND COLLECTION COST FOR ANY PAST DUE AMOUNTS.

INVOICE

37213

Lagomarsino Transport

253 Orange Dr
Oxnard, Ca 93036
Ph: 805-509-4251
Fax: 805-647-8650

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Cust. No: 1970
Toro Ent
PO Box 6285
Oxnard, CA 93031

Invoice Date: 3/8/2024
Cust. Contact
Cust. Phone: (805) 509-9706
Invoice Terms: Net 30
Please Pay by: 4/7/2024
Backhaul: No

PICKUP

Fri Mar 08
13177
80 E High St
Moorpark, Ca

DELIVER

Fri Mar 08
12578
McWane & Arturs
Oxnard, Ca

Cust PO No. 13177 /12578
Cust Job No.
Our Order No: 43982
Our Tag or B/L No 240308

Load No/ Type	Truck/ Trailer	Commodity Transported	Ref Qty	Loads	Qty	Rate	UOM	Amount
196914	069	CAT 336 EXCAVATOR ID No Standard Driver: John Lagomarsino	1	1	3.00	\$185.00	Unit	\$555.00
		Fuel Surcharge			3.00	\$25.00		\$75.00
		Moorpark Permit			1.00	\$75.00		\$75.00
		Over Size Permit			1.00	\$35.00		\$35.00

Please pay this amount: \$740.00

Thank you for choosing Lagomarsino Transport

CUSTOMER AGREES TO PAY A LATE CHARGE OF 1 1/2 % PER MONTH PLUS REASONABLE ATTORNEY FEES AND COLLECTION COST FOR ANY PAST DUE AMOUNTS.



GENERAL ENGINEERING
CONTRACTORS

12578-626

Notes - 8087-Sunkist Clean Up-Met with Ventura County fire, department, Steve Buckles, and continue removing debris and demo three-story building working our way to the south keeping all departments safe while they do their investigation.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1273E J	Jacob Glenn Ellis	O-8	-	-	12.00	192.39	-	-	-	\$ 2,308.68
674 C J	Jonas Simon Carrillo	O-8	-	-	12.00	222.87	1.00	297.16	-	\$ 2,971.60
613 M J	John Patrick Murphy	O-8	-	-	2.00	238.26	-	-	-	\$ 476.52
										\$ 5,756.80

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
5227	Ford F-250 (2021)		12.00	47.38	-	-	-	-	15.00	\$ 653.84
7044	CAT 336F (2015)		12.00	232.53	-	-	-	-	15.00	\$ 3,208.91
7054	CAT 336F Excavator (2018)		12.00	232.53	-	-	-	-	15.00	\$ 3,208.91
5121	Ford F-150 (2021)		2.00	47.38	-	-	-	-	15.00	\$ 108.97
										\$ 7,180.63

Materials	Description	Qty	Reg Rate	Markup	Total
MISCX3	Quinn-130635-1	1.00	6,881.33	15.00	\$ 7,913.53
					\$ 7,913.53

Grand Total

\$ 20,850.96

Time and Material Report

12578-626
Water & Wastewater On-Call Con
Date Range: 3/9/2024 to 3/9/2024

Daily Time and Materials (T&M) Report

Date: 3/9/2024
Foreman: Jonas Simon Carrillo (674 C J)
Toro Enterprises

12578TMP (Water & Wastewater On-Call Con)

9999-8087 - T&M-Sunkist Clean Up Quantity: 1 LS

Notes:

Met with Ventura County fire, department, Steve Buckles, and continue removing debris and demo three-story building working our way to the south keeping all departments safe while they do their investigation.

Note Excavator# 7044

Was damaged during demo operation on secure I-beam collapsed on excavator, damaging, fuel tank, panel, and window and hand rail.

Labor	Hours	Overtime Hours	2X Overtime Hours	Total Hours
1273E J - Jacob Glenn Ellis	0	12	0	12
613 M J - John Patrick Murphy	0	2	0	2
674 C J - Jonas Simon Carrillo	0	12	1	13

Total Labor Hours: 27

Equipment	Hours
5121 - Ford F-150 (2021)	2
5227 - Ford F-250 (2021)	12
7044 - CAT 336F (2015)	12
7054 - CAT 336F Excavator (2018)	12

Total Equipment Hours: 38

25



TORO ENTERPRISE INC
ATTN ACCOUNTS PAYABLE P O BOX6285
OXNARD 93031-6285

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
622725	130635	3/15/2024	CARLOS GONZALES
PHONE NO.	FAX NO.	EMAIL	
		carlos@powerequipservice.com	
MODEL	MAKE		SERIAL NO.
336F	AA		0RKB01465
UNIT NO.	HOURS	WO NO.	P.O. NO.
7044	9999		
Note			
*** THIS IS AN ESTIMATE, ANY ADDITIONAL HARDWARE, CLEANERS OR PARTS USED TO COMPLETE THE JOB WILL BE ADDED TO THE FINAL BILL. ***			

SEGMENT: 01 REPLACE WITH NEW STORAGE RACK/BOX (511 7268)
 NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
426-3160	BOX GP-STORA	1	2,230.81	2,230.81
Total Estimated Parts:				2,230.81

Labor

Item Number	Description	Qty	Unit Price	Ext Price
SHP-1*-01-**	LABOR	2	174.00	348.00
Total Estimated Labor:				348.00

Labor Summary

Segment 01 Total: 2,578.81

SEGMENT: 02 REPLACE WITH NEW LADDER/STEP (511 7254)
 NOTES:
 *** STEP AND HANDRAIL REPLACEMENT ***

Parts

Part Number	Description	Qty	Unit Price	Ext Price
332-1810	PLUG(M12)	4	6.24	24.96
418-2445	STEP AS	1	318.83	318.83
436-0702	COVER	1	246.49	246.49
449-5683	HANDRAIL GP	1	1,176.81	1,176.81
5P-1076	WASHER	6	1.48	8.88
8T-4192	BOLT	6	0.96	5.76
Total Estimated Parts:				1,781.73

Labor				
Item Number	Description	Qty	Unit Price	Ext Price
SHP-1*-01-**-	LABOR	2	174.00	348.00
Total Estimated Labor:				348.00

Labor Summary

Segment 02 Total: 2,129.73

SEGMENT: 03 REPLACE WITH NEW SOUND SUPPRESSION OTHER (511 2410)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
445-2222	DOOR AS	1	699.88	699.88
5P-1076	WASHER	4	1.48	5.92
8T-4192	BOLT	4	0.96	3.84
Total Estimated Parts:				709.64

Labor

Item Number	Description	Qty	Unit Price	Ext Price
SHP-1*-01-**-	LABOR	1	174.00	174.00
Total Estimated Labor:				174.00

Labor Summary

Segment 03 Total: 883.64

SEGMENT: 04 REPLACE WITH NEW WINDOW GLASS (511 7310)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
316-8854	GLASS	1	187.69	187.69
340-6727	SEAL	1	67.55	67.55
346-8030	SEAL	2	8.47	16.94
Total Estimated Parts:				272.18

Labor

Item Number	Description	Qty	Unit Price	Ext Price
SHP-1*-01-**-	LABOR	2	174.00	348.00
Total Estimated Labor:				348.00

Labor Summary

Segment 04 Total: 620.18

SEGMENT: 05 REPLACE WITH NEW MIRROR (511 7319)
NOTES:

Parts

Part Number	Description	Qty	Unit Price	Ext Price
293-1501	NUT	2	1.14	2.28
327-3064	CLAMP	2	72.13	144.26
365-7861	BOLT-HEX SKT	2	11.58	23.16
394-9460	MIRROR GP-BA	1	48.25	48.25

428-5841	SUPPORT AS	1	275.88	275.88
8T-4121	WASHER-HARD	2	0.57	1.14
Total Estimated Parts:				494.97

Labor

Item Number	Description	Qty	Unit Price	Ext Price
SHP-1*-01-**-**	LABOR	1	174.00	174.00
Total Estimated Labor:				174.00

Labor Summary

Segment 05 Total:				668.97
Total Segments:				6,881.33
SUB TOTAL (BEFORE TAXES)				6,881.33

THIS ESTIMATE IS BASED ON LABOR RATES, PARTS PRICES, AND CONDITION OF THE MACHINE EXISTING ON THE DATE OF THE ESTIMATE INDICATED ABOVE. THE CUSTOMER WILL BE INFORMED OF ANY REVISIONS IN LABOR RATES, PARTS PRICES OR ADDITIONAL WORK REQUIRED BEFORE THE WORK IS STARTED. UNLESS OTHERWISE SPECIFIED, THIS ESTIMATE DOES NOT INCLUDE TRAVEL TIME AND MILEAGE, FREIGHT, SHIPPING CHARGES, ENVIRONMENTAL FEE OR TAXES WHERE APPLICABLE. THIS ESTIMATE IS EFFECTIVE FOR 30 DAYS FROM THE DATE INDICATED ABOVE.

ESTIMATED REPAIR TIME: _____ from start date

Thank you for giving QUINN the opportunity to quote your service repair options.

My Signature below indicates I have read, understand and agree with the attached terms and conditions.

Issued PO#: _____, **Authorized Name** _____ **Please Print**

Date ____/____/____. _____ **(Signature)**

Prepared by: Justin Carter Phone: 805-223-0065 Email: Justin.Carter@quinncompany.com Fax:



Time and Material Report

12578-627
Water & Wastewater On-Call Con
Date Range: 3/10/2024 to 3/10/2024

12578-627

Notes - 8087-Sunkist Clean Up-Work as directed Along with Ventura county fire department, Steve Buckles And K9 unit The same tasks as the day before
demoing debris, working to the south.

One 336 excavator was removed at the end of the day.

One Lagomarcino transport

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
674 C J	Jonas Simon Carrillo	O-8	-	-	-	-	8.00	297.16	-	\$ 2,377.28
1273E J	Jacob Glenn Ellis	O-8	-	-	-	-	7.00	256.52	-	\$ 1,795.64
613 M J	John Patrick Murphy	O-8	-	-	-	-	2.00	317.68	-	\$ 635.36
										\$ 4,808.28

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
7044	CAT 336F (2015)		6.00	232.53	-	-	-	-	15.00	\$ 1,604.46
7054	CAT 336F Excavator (2018)		6.00	232.53	-	-	-	-	15.00	\$ 1,604.46
5227	Ford F-250 (2021)		6.00	47.38	-	-	-	-	15.00	\$ 326.92
5121	Ford F-150 (2021)		2.00	47.38	-	-	-	-	15.00	\$ 108.97
										\$ 3,644.81

Sub	Description	Qty	Reg Rate	Markup	Total
SUB	Lago-Inv#37216	1.00	680.00	15.00	\$ 782.00
					\$ 782.00

Grand Total

\$ 9,235.09

Daily Time and Materials (T&M) Report

Date: 3/10/2024
Foreman: Jonas Simon Carrillo (674 C J)
Toro Enterprises

12578TMP (Water & Wastewater On-Call Con)

9999-8087 - T&M-Sunkist Clean Up Quantity: 1 LS

Notes:

Work as directed Along with Ventura county fire department, Steve Buckles And K9 unit The same tasks as the day before demoing debris, working to the south.

One 336 excavator was removed at the end of the day.
One Lagomarcino transport

Labor	Hours	Overtime Hours	2X Overtime Hours	Total Hours
1273E J - Jacob Glenn Ellis	0	0	7	7
613 M J - John Patrick Murphy	0	0	2	2
674 C J - Jonas Simon Carrillo	0	0	8	8

Total Labor Hours: 17

Equipment	Hours
5121 - Ford F-150 (2021)	2
5227 - Ford F-250 (2021)	6
7044 - CAT 336F (2015)	6
7054 - CAT 336F Excavator (2018)	6

Total Equipment Hours: 20

Handwritten signature or mark.

INVOICE

37216

Lagomarsino Transport

253 Orange Dr
Oxnard, Ca 93036
Ph: 805-509-4251
Fax: 805-647-8650

Cust. No: 1970
Toro Ent
PO Box 6285
Oxnard, CA 93031

Invoice Date: 3/10/2024
Cust. Contact
Cust. Phone: (805) 509-9706
Invoice Terms: Net 30
Please Pay by: 4/9/2024
Backhaul: No

PICKUP Sun Mar 10 12578
McWane & Arturs
Oxnard, Ca
DELIVER Sun Mar 10 13177
80 E High St
Moorpark, Ca

Cust PO No. 13177
Cust Job No.
Our Order No: 43987
Our Tag or B/L No 240310

Load No/ Type	Truck/ Trailer	Commodity Transported	Ref Qty	Loads	Qty	Rate	UOM	Amount
196924 TruckOnly	151	CAT 336 EXCAVATOR ID No Standard Driver: Noah Lang	1	1	5.00	\$185.00	Unit	\$925.00
		Sunday Weekend Rate			5.00	\$55.00		\$275.00
		Fuel Surcharge			5.00	\$25.00		\$125.00
		Over Size Permit			1.00	\$35.00		\$35.00

Please pay this amount: \$1,360.00

Thank you for choosing Lagomarsino Transport

CUSTOMER AGREES TO PAY A LATE CHARGE OF 1 1/2 % PER MONTH PLUS REASONABLE ATTORNEY FEES AND COLLECTION COST FOR ANY PAST DUE AMOUNTS.



GENERAL ENGINEERING
CONTRACTORS

12578-628

Notes - 8087-Sunkist Clean Up-336 Excavator Finish up moving debris for fire crews and investigators per Buckles direction. Move Out Low Bed Sub
Lagomarsino Trucking

Time and Material Report

12578-628

Water & Wastewater On-Call Con
Date Range: 3/11/2024 to 3/11/2024

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1273E J	Jacob Glenn Ellis	O-8	8.00	128.26	-	-	-	-	-	\$ 1,026.08
613 M J	John Patrick Murphy	O-8	2.00	158.84	-	-	-	-	-	\$ 317.68
										\$ 1,343.76
Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
5121	Ford F-150 (2021)		2.00	47.38	-	-	-	-	15.00	\$ 108.97
7044	CAT 336F (2015)		8.00	232.53	-	-	-	-	15.00	\$ 2,139.28
EQUIP	Lago-Inv#37218		1.00	437.50	-	-	-	-	15.00	\$ 503.13
										\$ 2,751.38

Date: 3/11/2024
Foreman: John Patrick Murphy (613 M J)
Toro Enterprises

12578TMP (Water & Wastewater On-Call Con)

Quantity: 0 LS

336 excavator finish up moving debris for fire crews and investigators per Buckles directions.

1273E J - Jacob Glenn Ellis
613 M J - John Patrick Murphy

Total Labor Hours: 10

5121 - Ford F-150 (2021)
7044 - CAT 336F (2015)

Total Equipment Hours: 10



INVOICE

37218

Lagomarsino Transport

253 Orange Dr
Oxnard, Ca 93036
Ph: 805-509-4251
Fax: 805-647-8650

Cust. No: 1970
Toro Ent
PO Box 6285
Oxnard, CA 93031

Invoice Date: 3/12/2024
Cust. Contact
Cust. Phone: (805) 509-9706
Invoice Terms: Net 30
Please Pay by: 4/11/2024
Backhaul: No

PICKUP

Tue Mar 12
12578
McWane & Arturs
Oxnard, Ca

DELIVER

Tue Mar 12
13348
1300 Lawrence Dr
Thousand Oaks, Ca

Cust PO No. 12578 / 13348
Cust Job No.
Our Order No: 44002
Our Tag or B/L No 240312-02

Load No/ Type	Truck/ Trailer	Commodity Transported	Ref Qty	Loads	Qty	Rate	UOM	Amount
196947	127	CAT 336 EXCAVATOR	1	1	4.00	\$185.00	Unit	\$740.00
Tractor		Driver: Nathan Herrera						
		Fuel Surcharge			4.00	\$25.00		\$100.00
		Over Size Permit			1.00	\$35.00		\$35.00

Please pay this amount: \$875.00

Thank you for choosing Lagomarsino Transport

CUSTOMER AGREES TO PAY A LATE CHARGE OF 1 1/2 % PER MONTH PLUS REASONABLE ATTORNEY FEES AND COLLECTION COST FOR ANY PAST DUE AMOUNTS.

Urgent emergency services performed by Toro Enterprises, Inc. to protect properties and city infrastructure regarding the "Sunkist Fire."

City Council
April 30, 2024

Alexander Hamilton, Fire Chief
Fire Department

RECOMMENDATION

1. That the City Council approve and authorize the Mayor to execute a one-time payment with Toro Enterprises, Inc. (Toro) in the amount of \$42,668.00 for urgent on-call services performed, related to the Sunkist Fire.
2. That the City Council approve and authorize a one-time increase to the Fire Department's operating budget in the amount of \$42,668.00.



BACKGROUND

- Oxnard Purchasing Policy Manual, Revision 10-2022, Section 3.19 (Urgency), allows informal or formal solicitations in which, at the City Manager's discretion, does not permit obtaining price quotations or bids and public interest and necessity demand the immediate expenditure of public money to avoid harm to or safeguard life, health or property or to mitigate severe economic expenses.
- On the evening of March 5, 2024, a major four-alarm structure fire occurred at 245 Colonia Rd. in the La Colonia area of Oxnard. The fire required the response of three fire departments and over 25 fire apparatus to control, resulting in the total loss of the former Sunkist Lemon processing factory.
- Heavy equipment (excavators, front loaders, etc.) was required to move fire debris and knock down the portions of the building that remained standing, posing a threat to firefighters and civilians. Heavy equipment was requested via mutual aid from neighboring fire departments, but they were unavailable for mechanical/maintenance issues.
- The property owner hired a contractor to facilitate an emergency demo of the building in conjunction with search and investigations. Still, that contractor could not safely and competently accomplish the work due to improper equipment.

DISCUSSION

- After exhausting other sources of heavy equipment via mutual aid or private contractors provided by the property owner, the Fire Incident Commander learned the Public Works Department currently has multiple agreements with Toro Enterprises, Inc. (“Toro”) that include street and alley paving and an on-call services agreement for the Water and Waste Water Divisions.
- The on-call agreement is for scheduled and non-scheduled, or unplanned repair and maintenance of facilities and infrastructure only, excluding the Fire Department from utilizing the existing City Contract.
- Due to the ongoing urgency, threat to high voltage power lines serving a large portion of the city, physical hazards to Fire personnel and the public, and the need to complete a search for victims of the fire promptly, the Fire Department Incident Commander contacted Toro Enterprises to facilitate the required work to allow search dogs to search for victims, fire investigators to investigate the cause and origin of the fire, and final extinguishment to bring the incident to a safe closure.



City Code Chapter 4: Public Project; Purchasing and Contracting, Article V. Section 4-72 Annual Authorization authorizes the city manager to award any procurement contract or purchase order up to an annual authorization in the amount listed in Cal. Pub. Con. code, Section 22032 (b) which is currently \$200,000. Since the City has spent over \$4 million dollars with Toro in Fiscal Year 2023-2024, the additional spending on this project requires City Council approval.



FINANCIAL IMPACT

The cost of the one-time on-call emergency services with Toro Enterprises, Inc., is \$42,668.00. To fund the emergency services, an increase to the Fire Department's Operating Budget in the General Fund (Fund 101) is requested.





QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.3

DATE: April 30, 2024

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Introduction of Ordinance Amending Oxnard City Code 7-319 Adding Public Areas to Regulations on Camping. (10 minutes)

RECOMMENDATION

That the City Council

1. Approve the first reading by title only and waive further reading of an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 7-319 OF THE OXNARD CITY CODE ADDING PUBLIC AREAS TO REGULATIONS ON CAMPING.

2. Find that the ordinance is not subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2) in that the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from CEQA pursuant to Section 15061(b)(3) in that it can be seen with certainty there is no possibility that this ordinance will have a significant effect on the environment.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/UU_FzB86Rxw

BACKGROUND

On September 4, 2018, the United States Court of Appeals for the Ninth Circuit issued a landmark decision in the case of *Martin v. City of Boise* (“*Boise*”). The ruling held that enforcement of anti-camping ordinances against homeless individuals who lack adequate shelter when no alternative shelter is available constitutes cruel and unusual punishment under the Eighth Amendment. This decision significantly impacted how municipalities across the Ninth Circuit, including California, address homelessness and related ordinances.

Furthermore, the recent case of *Johnson v. City of Grants Pass*, decided on July 5, 2023, in the Oregon Supreme Court, reaffirmed the principles laid out in *Boise* and extended its application to other jurisdictions beyond the Ninth Circuit. In *Johnson v. City of Grants Pass*, the Ninth Circuit Court of Appeals held that the City of Grants Pass anti-camping ordinance, which prohibited the use of items necessary to facilitate sleeping, such as pillows and blankets outside on public property, violated the Eighth Amendment’s Cruel and Unusual Punishment Clause. *Johnson v. City of Grants Pass* relied primarily on the constitutional limitations on anti-sleeping ordinances established in *Boise*. The decision in *Johnson v. City of Grants Pass* underscores the importance of ensuring that local ordinances align with constitutional protections for homeless individuals.

Importantly, the *Boise* decision does not prevent local governments from prohibiting camping at particular times or in particular locations – cities are allowed to impose reasonable time, place, and manner restrictions on camping under

certain circumstances.

In compliance with *Boise*, the City Council adopted Ordinance 2966 prohibiting camping in certain Public Areas of the City. These areas include:

- the area bounded by West 2nd Street to the north and the north side of Wooley Road to the south;
- the area that is bounded to the west by the west side of C Street from West 2nd Street to West 3rd Street;
- the west alley of C Street from West 3rd Street to West 6th Street;
- and the west side of C Street from West 6th Street to Wooley Road to the west.
- the area bounded to the east by the Oxnard Transit Center property's easternmost edge, and east alley of Meta Street;
- the east alley of Oxnard Boulevard from East 7th Street to Drifill Boulevard;
- and the west side of Donlon Avenue from Drifill Boulevard to the north side of Wooley Road.

If adopted, the proposed ordinance would slightly modify the existing areas in the City where camping is prohibited as follows:

- **CENTRAL BUSINESS DISTRICT** - An area in the city that is bounded by: Magnolia Avenue to the north and the north side of Wooley Road to the south. The area is bounded to the west by the west side of C Street from West First Street to West Third Street; the west alley of C Street from West Third Street to West Sixth Street, and the west side of C Street from West Sixth Street to Wooley Road to the west. The area is bounded to the east by the Oxnard Transit Center property's easternmost edge, and east alley of Meta Street; the east alley of Oxnard Boulevard from East Seventh Street to Drifill Boulevard, and the west side of Donlon Avenue from Drifill Boulevard to the north side of Wooley Road.
- **PUBLIC AREAS** - The Central Business District, the Oxnard Transit Center, Community Center Park East, Community Center Park West, and Wilson Park, the area encompassing H Street to the east, Ventura Road to the west, 2nd Street to the north and Fifth Street to the south, and the train tracks abutting Mercantile Street, the area encompassing 35.94 meters to the East and West of the train tracks abutting Mercantile Street bound by fencing, bounded to the North by the South of East Wooley Road and bounded to the South by the North of the Pacific Coast Highway.

The Police Department, along with other City Departments, track contacts with unhoused individuals as well as encampments that are cleared from public and private property. Currently, the Police Department's Homeless Liaison Officer (HLO) team has four (4) officers, one (1) corporal and one (1) sergeant dedicated to addressing issues of homelessness and vagrancy. In calendar year 2023, HLO officers responded to more than 6,300 calls (including special requests submitted either via email, text, 3-1-1, or telephone), a 21% increase over the prior year. Over 8,195 calls for service involving unhoused persons were handled departmentwide.

The majority of the Police Department's resources are spent on addressing homelessness and vagrancy issues focused primarily in the Central Business District, Community Center Park East, Community Center Park West, Wilson Park, the train tracks abutting Mercantile Street as defined above, and the area surrounding the Mercy House Shelter, located at 351 South "K" Street; specifically the area bound by "H" Street to the east, Ventura Road to the west, Second Street to the north, and Fifth Street to the south. The amount of time and effort spent in these locations by City resources are significantly disproportionate to the amount of time given to other problematic locations throughout the City.

In 2023, the HLO's and patrol officers responded to the area surrounding the Mercy House Shelter over 100 times to address these recurring issues, and now respond almost daily to this location. During this time, HLO's made over 250 arrests in this area for a variety of violations including unlawful storage of property, narcotics violations, trespassing violations, and warrants arrests, including violations of Parole and Post Release Community Supervision.

During the fiscal year July 1, 2023 through April 5, 2024, the Environmental Resources Department spent a total of 11,172 labor hours at the train tracks abutting Mercantile Street, consisting of one Lead, one Solid Waste Equipment Operator and four Maintenance Workers. The Environmental Resources Department removed approximately 105,760 pounds of abandoned property, loose trash and debris from the homeless encampments located by the train tracks abutting

Mercantile Street as defined above. Encampments are frequently set up in this area requiring weekly encampment cleanups by the City’s Environmental Resources Department supported by the HLO’s. During these cleanups, it is not uncommon to remove biohazards, including human and animal waste as well as sharps waste.

Within this area, in addition to the Mercy House Shelter, there is a church, the Oxnard Police Activities League Teen Center, and a City of Oxnard Fire Station. Our residents, including children, who utilize this area for legitimate purposes are exposed to the vagrant behavior and health risks that are associated with the encampments in the area.

The Homeless Solutions Center, located at Second Street and B Street, is expected to open in the near future. This location sits just outside of the Central Business District and therefore is not defined as a “Public Area” for the purposes of prohibiting camping. To provide for the safety and welfare of those who live and work in this area, it is the intent of the City to expand the Central Business District to Magnolia Avenue to the north, with all other existing boundaries.

The Supreme Court of the United States (SCOTUS) declined to take up *Boise* in 2019. But since then, homelessness rates have climbed, and street encampments have grown larger and have expanded to new places. Post *Boise*, *Grants Pass* petitioned the SCOTUS for review. Its appeal drew support from dozens of local and state officials across the West and elsewhere who urged the justices to take the case. Among those filing such friend-of-the-court briefs are Idaho, Montana, and Nebraska, as well as the cities of Los Angeles and San Francisco, plus a separate brief from Governor Newsom.

The SCOTUS will issue a ruling on *Grants Pass* in the coming months.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Andrew Gonzalez, Deputy City Attorney

ATTACHMENTS

1. Camping Ordinance Update_ redline
2. Camping Ordinance Update_ clean

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING SECTION 7-319 OF THE OXNARD CITY CODE ADDING PUBLIC
AREAS TO REGULATIONS ON CAMPING

WHEREAS, the City of Oxnard (“City”) recognizes the growing challenge of homelessness within its boundaries, necessitating the development of comprehensive and compassionate policies to address this issue; and

WHEREAS, the City acknowledges the legal precedents set forth by the *Martin v. City of Boise* and *Johnson v. City of Grants Pass* cases (collectively, “Court Decisions”), which emphasize the importance of respecting the constitutional rights of individuals experiencing homelessness; and

WHEREAS, the City recognizes its responsibility to balance the needs and rights of individuals experiencing homelessness with the broader interests of public health, safety, and welfare; and

WHEREAS, the Court Decisions do not prohibit the City from prohibiting camping at particular times or in particular locations; and

WHEREAS, the City Council adopted Ordinance 2966 codified in Chapter 7 Article XX of the Oxnard City Code, regulating camping in specified Public Areas of the City (The Central Business District, the Oxnard Transit Center, Community Center Park East, Community Center Park West, and Wilson Park); and

WHEREAS, the City Council has identified additional areas of the city that must be added to the list of Public Areas to prevent the accumulation of trash and debris, and to prevent the spread of disease and other potential health hazards throughout the city.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY ORDAIN AS FOLLOWS:

PART 1. ENVIRONMENTAL REVIEW

The City Council finds and determines that the adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2) in that the adoption of this Ordinance will not result in a direct or reasonably

foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3) in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment.

PART 2. FINDINGS

The City Council hereby re-affirms the findings established in Ordinance 2966 adopted the City Council on October 1, 2019.

PART 3. CODE AMENDMENT

CHAPTER 7, ARTICLE XX, SECTION 7-319, SUBSECTIONS (D) and (M) of the Oxnard City Code is hereby amended to read as follows:

“(D) CENTRAL BUSINESS DISTRICT - An area in the city that is bounded by: ~~West 2nd 1st Magnolia Avenue Street~~ to the north and the north side of Wooley Road to the south. The area is bounded to the west by the west side of C Street from West ~~2nd 1st~~ Street to West 3rd Street; the west alley of C Street from West 3rd Street to West 6th Street, and the west side of C Street from West 6th Street to Wooley Road to the west. The area is bounded to the east by the Oxnard Transit Center property’s easternmost edge, and east alley of Meta Street; the east alley of Oxnard Boulevard from East 7th Street to Driffill Boulevard, and the west side of Donlon Avenue from Driffill Boulevard to the north side of Wooley Road.

(M) PUBLIC AREAS - The Central Business District, the Oxnard Transit Center, Community Center Park East, Community Center Park West, ~~and~~ Wilson Park, the area of K street between 2nd Street and 5th Street, and the train tracks abutting Mercantile Street, the area encompassing 35.94 meters to the East and West of the train tracks abutting Mercantile Street bound by fencing, bounded to the North by the South of East Wooley Road and bounded to the South by the North of the Pacific Coast Highway.

PART 4. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared

unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

PART 5. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

PART 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 2024, and finally adopted on _____, 2024 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
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AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.4

DATE: April 30, 2024

TO: City Council

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

SUBJECT: Downtown Oxnard Improvement Association Annual Update. (10 Minutes)

RECOMMENDATION

That the City Council receive and file the Fiscal Year 2023-24 Annual Update and presentation on the Oxnard Downtown Management District.

(This item did not originate in Committee.)

(Presentation will be live upon Downtown Oxnard Improvement Association member request).

BACKGROUND

In May 2001, the City Council of the City of Oxnard established the downtown property-based business improvement district named the Oxnard Downtown Management District. Owners of real property within the district boundaries are assessed based on the size of their parcel, building square footage, and sidewalk frontage. The district encompasses forty city blocks in size and has been renewed four times. It is currently authorized until December 2024.

In 2019, the organization that administers the funds collected from these assessments began the transition to become a 501(c)(3) public benefit nonprofit corporation, governed by elected volunteer officers and board of directors incorporated as the Downtown Oxnard Improvement Association (DOIA).

A five-year Management District Plan was adopted concurrently with the renewal of the business improvement district and allocated the budget among four program areas. While day-to-day operations are completed by the DOIA staff, the volunteer board of directors provide guidance and oversight.

On June 1, 2021, the City of Oxnard entered into a Management and Disbursement Agreement ("Agreement") with the Downtown Oxnard Improvement Association. The City of Oxnard serves as the pass-through agency to collect the assessments, holds a seat on the Board of Directors, and works closely with DOIA to enhance and revitalize the Oxnard downtown.

Fiscal year 2023-24 operated under the direction of a board of directors comprised of a variety of stakeholders including property owners, developers, non-profits, and interested community members. This larger board facilitated a four-committee structure to achieve tangible objectives.

The current board of directors include:

1. Angela Whitecomb, Chairwoman, John Pence Building
2. Ozzie Lopez, Vice Chairman, Casa Lopez
3. Mark Spellman, Treasurer, Lazer Media
4. Lorenzo Castillo, Secretary, Exit Castillo Realty

5. Emilio Ramirez, City of Oxnard
6. Doug Spondello, Centennial Plaza
7. Rex Levy, Rex Levy Realtor
8. Matt Mansi, Aldersgate Investments
9. Gary Blum, Heritage Square Owners Association
10. Michael Darden, Ventura County Rescue Mission
11. Tiffany Lopez, Dr. Manuel Lopez Family Trust
12. Walter Beaumont, Cabrillo Economic Development Corporation
13. Priti Patel, City Center Motel
14. Kimberly Vasquez, COVA Realty

In fiscal year 2023-24, \$512,000 was collected through property-based assessments. An additional \$28,886 of non-assessment revenue was also generated by DOIA, bringing the total fiscal year revenue to \$540,886. The revenue was used to fund “special benefits”, defined in the California State Constitution as “benefits over and above the general benefits conferred on real property located in the district boundaries or to the public at large.”

In accordance with the approved Management District Plan, DOIA delivered services across four major program areas. Below is a summary of the budget that was allocated to each program area and a brief description. For more information regarding each area’s 2023-24 accomplishments, please refer to Attachment 1.

Administration (Board Chair: Angela Whitecomb) Budget: \$156,407

Oversees staff and administration, corporate finances, contracts, insurance, budget preparation, fund development, board agendas, advocacy, outreach, bylaws and policies, government and community relations, and Board elections.

Civil Sidewalks (Committee Chair: Ozzie Lopez) Budget: \$311,004

The purpose of the Civil Sidewalks Committee is to assure that the property within the district boundaries is “Clean and Safe”. The budget allocation of fifty-eight percent reflects that maintaining an environment that fosters business and community activation in the downtown is a priority. The Civil Sidewalks Committee oversees the contract with District Maintenance Services to provide daily cleaning of public spaces. Their services include sidewalk sweeping, steam cleaning, maintaining sidewalk planters, graffiti abatement and visitor assistance.

In collaboration with the Oxnard Police Department, the committee also oversees the contract with Professional Security Consultants, the security guard service that patrols the area within the district boundaries daily. Their services include truck and bike patrols, reporting suspicious activity, assisting with traffic control, visitor assistance, managing vagrancy issues, and reporting street light outages.

District Identity and Placemaking (Committee Chair: Gary Blum) Budget: \$73,475

The purpose of this committee is to enhance downtown Oxnard’s brand, improve public perception, and to position the downtown area within the district boundaries as a regional business and cultural attraction. The committee accomplishes this by marketing and promoting positive activities and events in downtown.

Land Use (Committee Chair: Matt Mansi) No Budget Allocation

The purpose of the Land Use Committee is to research and advocate on issues including parking, transportation, mobility, planning, zoning, regional public transportation, review of new developments, outdoor dining, merchant mix, and business recruitment.

Although the Land Use Committee has no budget allocation, it plays an integral part in DOIA’s mission given the need to increase housing density within the boundaries of the district and its immediate trade area, thereby providing a customer base for downtown businesses. Every economic study emphasizes the need for more housing in order to drive demand for retail and facilitate business attraction.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact with this report.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. DOIA PowerPoint Presentation

YEAR

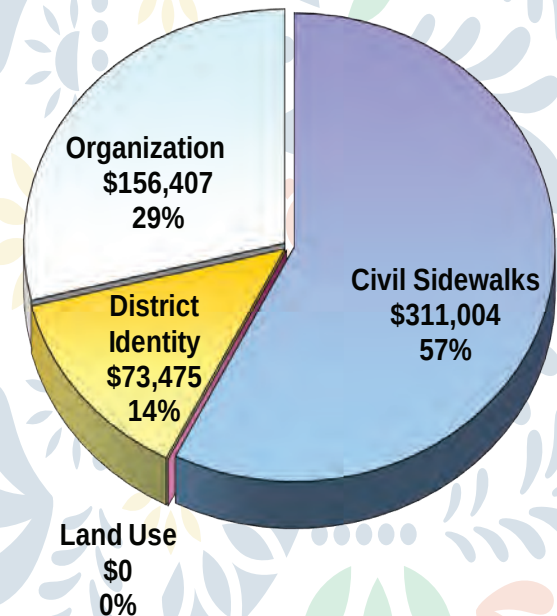
IN

REVIEW



ABOUT THE PBID

- **PROPERTY & BUSINESS IMPROVEMENT DISTRICT**
- **PROVIDES ENHANCED CLEANING, SECURITY, STREETSCAPE BEAUTIFICATION, MARKETING & BUSINESS ADVOCACY**
- **LIKE A MALL MANAGEMENT / HOA**
- **REAL PROPERTY ASSESSED**
- **TOTAL ASSESSED \$512,000**



Total budget illustrated in pie chart above includes \$512,000 assessement and \$28,886 from non-assessment sources including events income, fundraising, and fee-for-services.

PBID SPECIAL BENEFIT ZONE

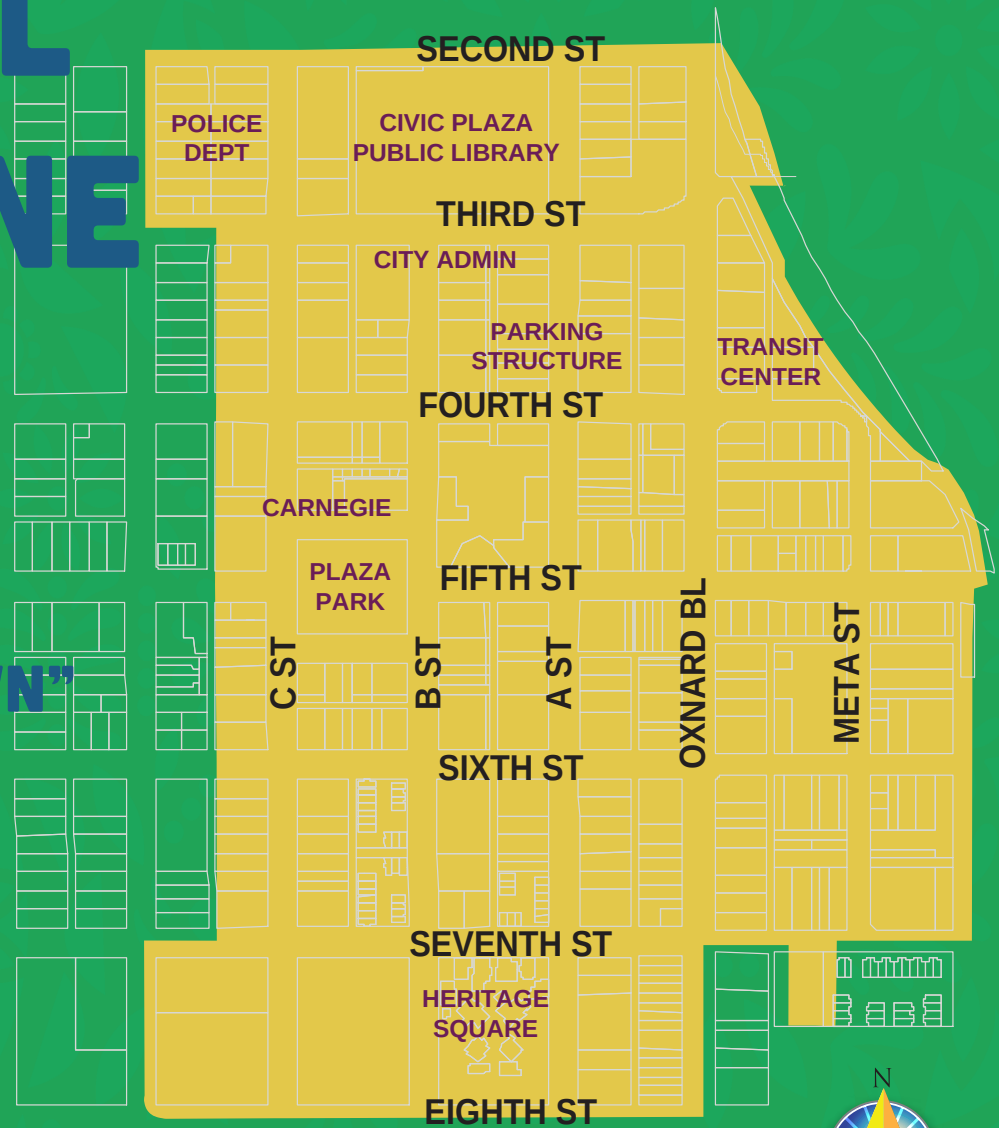
40 CITY BLOCKS

400 PARCELS

200 PROPERTY OWNERS

325+ MERCHANTS

THE “WALKABLE DOWNTOWN”



PBID DISTRICT BOUNDARY



MAP NOT TO SCALE

ORGANIZATION

- **MANAGED BY DOWNTOWN OXNARD IMPROVEMENT ASSN.**
- **PUBLIC BENEFIT NON-PROFIT**
- **BOARD OF INVESTED OWNERS & COMMUNITY MEMBERS**
- **2 PERSON HIRED STAFF**



50+
BOARD & COMMITTEE
MEETINGS HELD

KEY ALLIANCES



DISTRICT MAINTENANCE



53,854 LBS
LITTER PICKED UP



3,394
TAGS GRAFFITI &
STICKERS REMOVED



121
BLOCKS
PRESSURE WASHED



229
HOMELESS OUTREACH



879
VISITOR DIRECTIONS
PROVIDED

7-DAYS / WEEK, 7AM-3:30PM



DISTRICT SAFETY



2,759
TRESPASSING,
ANTI-SOCIAL
INCIDENTS DISPATCHED



1,956 HOURS
SECURITY PATROLS



1,192 CALLS FOR
SERVICE RESPONDED TO



404
STREETLIGHT OUTAGE
& REPAIR REPORTS

7-DAYS/WEEK, 7AM-11PM



DISTRICT IDENTITY



312K
REACHED ACROSS
SOCIAL MEDIA



10,300
INSTAGRAM FOLLOWERS



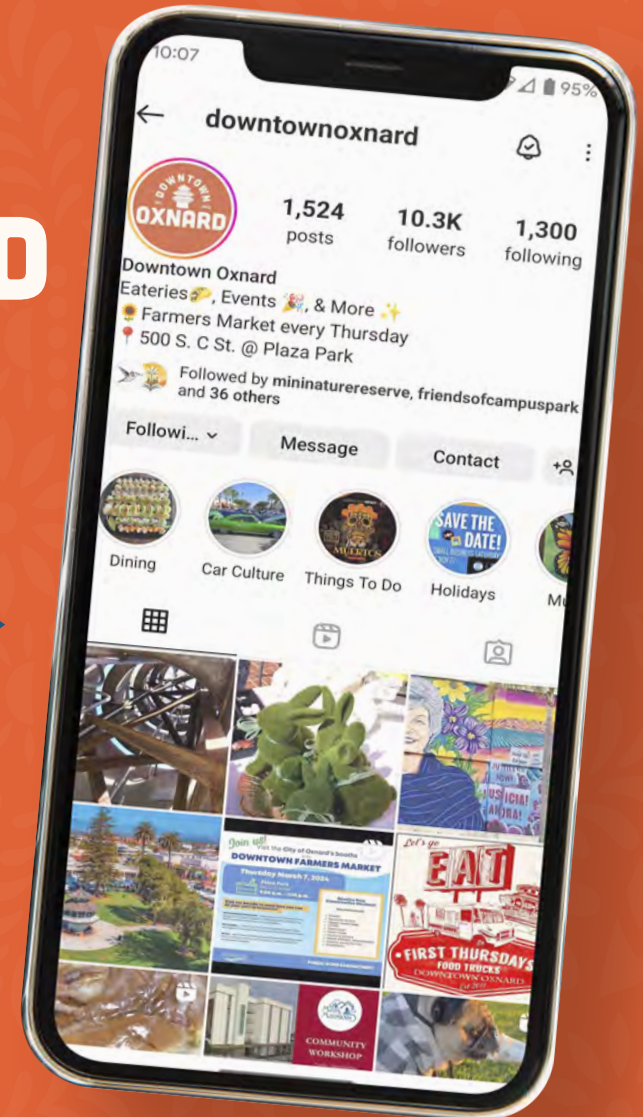
8,800
FACEBOOK FANS



20K
WEBSITE UNIQUE VISITORS



34K
EMAILS DELIVERED



PLACEMAKING



10,000+
SPECIAL EVENTS
ATTENDEES



162
SIDEWALK PLANTERS
MAINTAINED



12 UTILITY BOX
MURALS INSTALLED



100+
STREET LAMPS
DECORATED FOR
HOLIDAYS & CIVIC PRIDE



BUSINESS SUPPORT

300+

**MERCHANT OUTREACH
SERVICES CONTACTS**



- **MERCHANT CAFE HOUR**
- **PERMIT ASSISTANCE**
- **ISSUE RESOLUTION**
- **BUSINESS REFERRALS**
- **SITE SELECTION ASSISTANCE**



LAND USE & DEVELOPMENT

\$88MM

IN NEW CONSTRUCTION

700+

HOUSING UNITS PROPOSED

14,374 SF

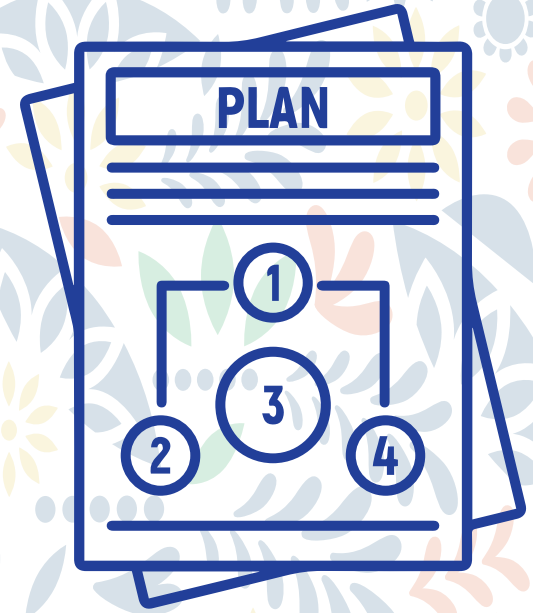
COMMERCIAL SPACE PLANNED

3 RETAIL CANNABIS TO OPEN



TO DO LIST

- RENEW & EXPAND THE PBID
- COMPLETE ARPA PROJECTS
- MORE ARTS PROGRAMMING
- IMPROVE & ACTIVATE PUBLIC SPACES
- GROW FUNDRAISING & GRANTS
- INCREASE COMMUNICATIONS
- ENGAGE MORE VOLUNTEERS



ANOTHER LOOK BACK



MEDIA CONTENT TO BE PLAYED AT MEETING
[HTTPS:// /DOWNTOWNOXNARD.ORG/YEAR-IN-REVIEW](https://downtownoxnard.org/year-in-review)

THANK YOU!



STEVE HUBER
USN CMDR. RET



ANGELA WHITECOMB
JOHN PENCE BLDG



OZZIE LOPEZ
CASA LOPEZ



LORENZO CASTILLO
EXIT CASTILLO REALTY



MARK SPELLMAN
LAZER MEDIA



GARY BLUM
HERITAGE SQUARE



WALTER BEAUMONT
CABRILLO ECONOMIC



MICHAEL DARDEN
VC RESCUE MISSION



LUIS HERNANDEZ
MANY MANSIONS



REX LEVI
REX LEVI BROKER



TIFFANY LOPEZ
LOPEZ FAMILY TRUST



MATT MANSI
ALDRSGATE INVESTMENT



EMILIO RAMIREZ
CITY OF OXNARD



DOUG SPONDELLO
CENTENNIAL PLAZA



KIMBERLY VAZQUEZ
COVA REALTY



PRITI PATEL
CITY CENTER





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.5

DATE: April 30, 2024
TO: City Council
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Renewal and Expansion of the Oxnard Downtown Management District. (10 Minutes)

RECOMMENDATION

That the City Council Adopt a Resolution of Intent to:

1. Renew and expand the Oxnard Downtown Management District (ODMD), located in downtown Oxnard, the boundaries of which are approximately 1st Street on the north, the railroad tracks and Oxnard Boulevard on the east, 8th Street on the south, and C Street on the west;
2. Levy and collect assessments therein in the amount of \$572,250 in fiscal year 2024-25; and
3. Hold a public hearing on July 2, 2024 on said renewal and levy of assessments.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/6tHhnojVZo>

BACKGROUND

In May 2001, the City Council established the Oxnard Downtown Management District ("ODMD"), a property-based business improvement district ("PBID") for a five-year period, which is the maximum term permitted by the laws of the State of California at the time. The PBID was renewed and expanded in 2006 for another five-year term; renewed again in 2011 for an additional three-year term and renewed again for five-year terms in 2014 and 2019. The PBID expires at the end of this calendar year. Unless renewed, the PBID will cease to exist and to levy any further assessments.

DISCUSSION

Since last fall, a PBID Renewal Committee consisting of downtown property and business owners has been meeting to formulate the details of a PBID renewal. The Committee has determined to propose a five-year PBID renewal period. Note that the maximum period permitted is ten-years. The Committee proposes a 2024 annual budget of approximately \$572,250, an increase to the current \$512,000 assessment, to continue enhanced maintenance, enhanced security, business development, beautification, and related management services. The Committee further proposes to expand the PBID boundaries.

The proposed expanded PBID boundary includes approximately a thirty-five-block area bounded roughly by 1st Street on the north, the railroad tracks on the east, 8th Street on the south and C Street on the west. Note that ODMD proposes to expand north to 1st Street from the centerline of B Street to Oxnard Boulevard. This two-block area includes a combination of commercial parcels associated with downtown Oxnard and mixed-use parcels including residential rental units. (Please refer to the map included in Attachment G)

PBID Proposal

Under the PBID renewal proposal, the City of Oxnard, Housing Authority of the City of Oxnard and the Parking Authority would be assessed \$156,052.78, which will be combined with the PBID assessment funding of \$416,197.22 from the remaining properties within the proposed renewed and expanded district boundary. The total assessment funds of \$572,250 are proposed to be allocated as follows during the first renewal year.

1. Civil Sidewalks: \$335,000 (58.5%) - Civil Sidewalks includes maintenance and safety services in public sidewalk areas adjacent to assessed parcels in ODMD. Services include litter pickup and illegal dumping removal, graffiti abatement, trash enclosures cleaning, sidewalk sweeping and pressure washing, gardening, weed removal, visitor assistance, daily security patrols, loitering & trespassing subject removal, and homeless outreach.
2. District Identity and Placemaking: \$83,250 (14.5%) - Activities and programs that market and promote positive aspects of downtown Oxnard. This work plan category also includes placement of, and care for, a variety of physical improvements and amenities within the public areas for the special benefit of each identified and assessed property within ODMD by creating a unique and marketable “sense of place”. The District Identity and Placemaking work plan component includes a website, social media management, newsletters, advertising, media relations, special events, sidewalk flower planters, public art displays, holiday streetlamp décor, and street banners.
3. Organizational Development: \$154,000 (27%) - This work plan category includes professional management and related corporate operation costs of providing PBID funded services, programs and improvements for the special benefit of each identified and assessed property within ODMD. Organizational Development also includes legal, accounting, insurance, facilitation of board meetings and development, Brown Act compliance, outreach to ODMD property and business owners. The Organizational Development work plan component exists only for the purposes of ODMD and directly relates to the implementation of Civil Sidewalks and District Identity and Placemaking services, programs and improvements which benefit each identified assessed property within the proposed boundaries.

Process for District Renewal

The steps to renew a PBID are similar to the initial establishment in 2001. Section 36600 et seq of the California Streets and Highways Code allows for the formation and renewal of PBIDs and requires a two-step approval process that begins with a petition to gather support from owners who represent more than fifty-percent of the assessment proposed to be levied. This has been accomplished, with collected petitions exceeding fifty-percent of the total assessment to be levied on privately and publicly owned properties. Once this is complete, the City has the option to adopt Resolution of Intention to Renew and Expand the PBID (the subject action).

The second step, the ballot phase, is initiated only if the City Council adopts a Resolution of Intention to Renew and Expand the PBID. This adoption authorizes the City Clerk to mail a ballot for the renewal of the district to each property owner within the proposed boundaries and to set a date for a public hearing to count the ballots. For more information regarding the renewal, use the following link to access a video prepared by ODMD (<https://www.youtube.com/watch?v=mi9bwAPiATY>).

In order for the District to be renewed, a weighted majority of the ballots returned must be in favor of renewal. The City Council may then renew the district by adopting a Resolution to Renew and Expand the PBID.

An informational packet will be mailed prior to May 17, 2024, to the property owners within the proposed district boundary. The packet will include a ballot to be returned to the City Clerk’s Office by the close of the public input period of the public hearing on July 2, 2024.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There are no financial impacts associated with the recommended action. However, there will be a financial impact in the form of assessments levied on City and City related properties at such a time that the district is renewed, to be determined by City Council action on July 2, 2024 during a public hearing. If approved, the city's portion of the assessments is expected to increase by approximately \$3,000 per year. The estimated amount of assessment to the City of Oxnard is \$156,052.78 for fiscal year 2024-2025. The ODMD assessments may increase up to 5% per year for each individual parcel each year during the 5-year effective. Any increase in assessments or proposed action must be approved by the Owners' Association Board of Directors, of which the City is a member, and adopted by the City Council.

The district assessments are collected by the County of Ventura with the property tax billing. The County returns the assessment funds to the City, who then remits them to the ODMD.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Oxnard Downtown Management District Renewal Plan
2. Oxnard Downtown Management District Renewal Resolution
3. Renewal Brochure
4. Oxnard Downtown Management District Renewal Notice
5. Oxnard Downtown Management District Ballot Template
6. Oxnard Downtown Management District Ballot Instructions
7. Map of Expanded Oxnard Downtown Management District
8. Presentation

OXNARD DOWNTOWN MANAGEMENT DISTRICT RENEWAL



MANAGEMENT DISTRICT PLAN

*Being Renewed for a 5 Year Term Pursuant to
California Streets and Highways Code Section 36600 et seq.
Property & Business Improvement District Act of 1994, as amended*

JANUARY 22, 2024

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MANAGEMENT DISTRICT PLAN

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OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

I. MANAGEMENT DISTRICT PLAN SUMMARY

The Oxnard Downtown Management District is a property-based Business Improvement District (PBID) being renewed for a 5 year period by a consortium of business and property owners within Downtown Oxnard. The District was originally formed in 2001 for a 5 year period. It was renewed and expanded in 2006 for another 5 year term, renewed for a 3 year term in 2011 and renewed for 5 year terms in 2014 and 2019. The purpose of this District is to continue to provide and manage supplemental services and improvements for this important business center, including a civil sidewalks (“clean and safe”) program, district identity and image enhancement and a program of installing and upgrading placemaking and physical amenities throughout the greater Downtown area. The PBID is a unique benefit assessment district that will enable the District property/business owners and residents, working as a unit, to continue to fund needed property and business related services, programs and improvement projects above what can and is provided by the City of Oxnard.

Name: The name of the PBID is the Oxnard Downtown Management District (ODMD).

Location: The PBID is located in the center of Oxnard and is bounded roughly by First and Second Streets on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone (See attached map).

Zones: There is one benefit zone within the renewed ODMD.

Services: Civil Sidewalks, District Identity/Placemaking and Organization.

Finance: Benefit assessment of real property (432 parcels). No bonds shall be issued to fund ODMD programs.

Budget: PBID assessment revenue for Year 1 (2024-25) is projected to be \$571,274. It is noted that the Assessment Engineer has determined that general benefits equate to 2.0% of the total adjusted PBID program costs of \$582,933 or \$11,659. (See attached Engineer’s Report for more details on benefit costs). General benefit costs shall be derived from non-assessment revenue sources such as grants, program income, credits, interest, memberships and other sources.

Year 1 – 2025 PROPOSED BUDGET (ASSESSMENT REVENUES ONLY)

WORK PLAN CATEGORY	ALLOCATION	%
CIVIL SIDEWALKS	\$335,000	59%
DISTRICT IDENTITY & PLACEMAKING	\$82,000	14%
ORGANIZATION	\$154,274	27%
TOTAL	\$571,274	100%

Benefits: “General Benefit” is defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special Benefit” as defined by the California State Constitution

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

means a distinct benefit over and above general benefits conferred on real property located in the ODMD or to the public at large.

Formula: There is one benefit zone in the ODMD. (A map showing the ODMD boundaries is shown on Appendix 2 attached to this Plan). Year 1 property assessment rates per parcel are as follows:

YEAR 1 –2024/25 Assessment Rates

BLDG ASSMT RATE (\$/UNIT A)	LAND ASSMT RATE 1 (\$/UNIT B-1)	LAND ASSMT RATE 2 (\$/UNIT B-2)	FRONTAGE ASSMT RATE (\$/UNIT C)
\$0.1377	\$397.80	\$0.0306	\$4.59

Cap: Assessment increases are capped at a maximum of 5% per year, subject to approval by the ODMD Property Owner Association Board of Directors.

Renewal: PBID renewal is a two-step process. First, petitions signed by PBID property owners representing at least 50% of the total assessment to be levied must be secured. Second, property owners will be sent a ballot to vote on the PBID renewal. Returned ballots in support of the PBID renewal must outweigh those in opposition based on the amount of assessment to be levied.

Duration: The renewed ODMD will have a term of five (5) years. After five years, the petition and balloting process must be repeated in order to renew the ODMD and levy assessments again at that time.

II. PBID BOUNDARIES

Setting:

The proposed renewed ODMD is centrally located in the center of Oxnard and centered along A Street from First Street to Eighth Street. ODMD is bounded roughly by First and Second Streets on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone within ODMD (See attached map in Appendix 2).

General Boundary Description

ODMD includes 433 parcels of which 432 are identified assessed parcels in a 32 block area of Historic Downtown Oxnard. The property uses within the boundaries of the proposed renewed ODMD which will receive special benefits from PBID funded programs and services are currently a unique mix of retail, restaurant, service, office, government, residential and parking. ODMD boundaries were selected to incorporate the core Downtown parcels and businesses. There is one benefit zone within the proposed renewed District. It is noted that ODMD is being expanded to the north to First Street from the centerline of B Street to Oxnard Boulevard. This two block area includes a combination of commercial parcels associated with Downtown Oxnard along with mixed use parcels with residential rental units.

Detailed Boundary Description

More specifically, the ODMD is described as follows:

Beginning at the intersection of the centerlines of Second Street and D Street; thence east along said centerline of Second Street to the centerline of B Street; thence north along said centerline of B Street to the centerline of First Street; thence east along said centerline of First Street to the east property line of Oxnard Boulevard; thence south along said east property line of Oxnard Boulevard to the tangent intersection point with the west property line of the railroad right of way; thence southeast and south along said west property line of the railroad right of way to the centerline of Fifth Street; thence west along said centerline of Fifth Street to the prolongation of the east property line of the public alley lying east of and parallel to Meta Street; thence south along said east property line of said public alley to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the east property line of parcel APN 202-0-360-110; thence south along said east property line of said parcel APN 202-0-360-110 to the south property line of said parcel APN 202-0-360-110; thence west along said south property line of said parcel APN 202-0-360-110 to the west property line of said parcel APN 202-0-360-110; thence north along said west property line of said parcel APN 202-0-360-110 to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the centerline of Oxnard Boulevard; thence south along said centerline of Oxnard Boulevard to the centerline of Eighth Street; thence west along said centerline of Eighth Street to the centerline of D Street; thence north along said centerline of D Street to the centerline of Seventh Street; thence east along said centerline of Seventh Street to the prolongation of the west property line of the public

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

alley lying east of and parallel to D Street; thence north along said west property line of said public alley to the centerline of Third Street; thence west along said centerline of Third Street to the centerline of D Street; thence north along said centerline of D Street to the point of beginning.

Benefit Zones

There is one benefit zone within the proposed renewed District.

District Boundary Rationale

The ODMD boundaries encompass the heart of Downtown Oxnard. These parcels showcase a unique array of pedestrian oriented uses - retail, restaurant, service, office, government, residential and parking that form what is considered the “cohesive urban fabric” of the evolving mixed-use Downtown center.

The District boundaries were chosen to generally include parcels that comprise the commercial core that attracts pedestrians and visitors to Downtown Oxnard. Also included are current as well as future in-town residential parcels. Parcels adjacent to the north, south and east of ODMD are not part of the District's commercial and in-town residential pedestrian core and have different marketing needs than those in the ODMD. These outside parcels and uses require different services than those in the ODMD and would not specially benefit from the increased pedestrian oriented programs, services and improvements offered by the ODMD. Therefore, they have not been included within the ODMD boundaries.

Surrounding parcels to the north, south and west that are zoned solely residential and/or with residential uses have not been included within the boundaries of the PBID. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, “Properties zoned solely for residential use..... are conclusively presumed not to benefit from the improvements and service funded through these assessments and shall not be subject to any assessment”. For these reasons, no residentially zoned parcels or residential uses north, south or west of the proposed renewed District are included in the ODMD boundaries.

A list of all parcels included in the proposed renewed ODMD is shown as Appendix 1, attached to this Plan identified by their respective Ventura County assessor parcel number. The boundary of the proposed renewed ODMD is shown on the map of the proposed renewed ODMD attached as Appendix 2 to this Plan.

All identified assessed parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in this Plan and in the Management District Plan. All ODMD funded services, programs and improvements provided within the above described boundaries shall confer special benefit to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within ODMD will proportionately specially benefit from the District funded programs and services (i.e. civil sidewalks, district identity/placemaking and organization). These services, programs and improvements are intended to improve commerce, employment, livability, rents and occupancy rates and investment viability of individually assessed parcels and businesses/residential units on them within ODMD.

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

District services, activities and programs confer special benefits on each and every individually assessed parcel by deterring crime, improving aesthetics and marketing goods and services available from individually assessed parcels and the businesses/occupants on them within the District, all considered necessary in a competitive properly managed mixed-use business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of assessed parcels within the boundaries of the proposed renewed ODMD.

The District includes 433 parcels of which 432 are identified as assessable within one Benefit Zone and which are listed in the Assessment Roll included as Appendix 1. For further information, a District Boundary Map is included as Appendix 2.

III. Proposed 5 Year PBID Work Plan and Budget

Overview

The Programs and activities to be funded by the ODMD include civil sidewalks, district identity/placemaking and organization. The property uses within the boundaries of the District that will receive special benefits from District funded programs, services and improvements are currently a unique mix of retail, restaurant, service, office, government, residential and parking. District funded activities are primarily designed to provide special benefits as described below to identified assessed parcels and array of land uses within the boundaries of the District.

These benefits are particular and distinct to each and every identified assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided to each individual assessed parcel within the District boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the ODMD, the very nature of the purpose of this District is to fund supplemental programs, services and improvements to assessed parcels within the District boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The City of Oxnard does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

The projected program special benefit cost allocation of the District assessment revenues for the 5-year District term assuming a 5% maximum annual assessment rate increase is shown in the Table on page 12 of this Plan.

WORK PLAN DETAILS

The programs, services and improvements to be provided by the ODMD include civil sidewalks, district identity/placemaking and organization. Each of these work plan elements are designed to add to the

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

cohesive mixed-use urban fabric of Downtown Oxnard and assist in its economic success and vitality. The assessed parcels in the PBID will specially benefit from the District programs in the form of increased commerce and vitality through meeting the ODMD goals: to improve security, cleanliness, beautification, landscaping, livability and to attract and retain businesses and services, generate more pedestrian and visitor traffic and to increase commerce and improve the economic viability of each assessed parcel.

The following programs, services and improvements are proposed by the ODMD to specially benefit each and every individually assessed parcel within the District boundaries. ODMD services, programs and improvements will not be provided to parcels outside the District boundary.

Civil Sidewalks

Civil Sidewalks includes maintenance and safety (“clean and safe”) services in public sidewalk areas adjacent to assessed parcels in ODMD. The maintenance portion of the Civil Sidewalks category includes regular maintenance of public areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. These services include:

- Clean Team 6-days per week
- litter and illegal dumping pickup
- graffiti and illegal sticker/poster removal
- check/empty 130+ sidewalk trash bins
- check, sweep, and secure trash enclosures
- removal of transient discards, including shopping carts, bio-waste
- sidewalk scrubbing/steam cleaning
- curb line block face sweeping
- tree pruning
- weed abatement
- visitor assistance

The maintenance portion of the Civil Sidewalks work plan component is designed to specially benefit and improve the aesthetic appeal of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Maintenance services will only be provided for identified and assessed parcels located within the PBID boundaries.

The maintenance portion of the Civil Sidewalks work plan component will assist in creating a clean environment for each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons, residents and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

the BID boundaries. In the case of assessed publicly/non-profit owned/occupied parcels, District funded clean programs and services provide these parcels with enhanced facility entrances and perimeters and better public/non-profit facilities in turn for their employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of assessed residential use parcels, District funded clean programs and services are designed to improve the appearance of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the clean programs and services which will only be provided to, and for the direct special benefit of, each identified assessed parcel within the proposed renewed District boundaries.

Safety

The safety portion of the Civil Sidewalks work plan category includes regular security of areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. The safety portion of the Civil Sidewalks work plan component includes:

- daily bike & truck Safety Patrol
- loitering & trespassing subject removal
- Crime prevention awareness campaigns
- street light outage reporting and repair orders

The safety portion of the Civil Sidewalks work plan component is designed to specially benefit and improve the security of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Safety services will only be provided for identified and assessed parcels located within the proposed renewed PBID boundaries.

The safety portion of the Civil Sidewalks work plan component will assist in creating a safe and secure environment for each assessed parcel in the District. An unsafe environment deters commerce and may fail to attract patrons, residents and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly/non-profit owned/occupied parcels, District funded safe programs and services provide these parcels with safer and enhanced facility entrances and perimeters and better public/non-profit facilities in turn for their employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of assessed residential use parcels, District funded safe programs and services are designed to improve the security of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the safe programs and services which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

District Identity/Placemaking

This work plan category includes regular marketing and image enhancement programs and services for the special benefit of each assessed parcel and land use within ODMD by creating a unique, marketable District identity. This work plan category also includes placement of, and care for, a variety of physical improvements and amenities within the public streetscape areas within ODMD for the special benefit of each identified and assessed parcel and land use within ODMD by creating a unique and marketable “sense of place”. The District Identity/Placemaking work plan component includes:

- daily updated responsive website DowntownOxnard.org
- integrated social media promotion – Facebook, Instagram, Twitter, YouTube
- produced and sponsored live events (e.g. First Thursdays, Cruise Night, Halloween, etc.)
- district advertising, newsletters, press releases, media relations, original photo library
- Marketing Committee support for merchant coordinated promotions
- assist prospective businesses with referrals to leasable properties
- permit processing assistance

Also included are:

- district-wide holiday streetlamp décor
- 162 sidewalk flower planters
- Historic Plaza Park hanging flower baskets
- public art – utility box painting and temporary murals
- street banner program (88 street poles)

The District Identity/Placemaking work plan component is designed to specially benefit and improve the image of each assessed parcel within the PBID and attract more customers, clients, employees, tenants, residents and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. District Identity/Placemaking programs and services will only be provided for identified and assessed parcels located within the PBID boundaries.

For parcels with general commercial, retail, restaurant, office and commercial parking uses, District Identity/Placemaking services and programs are specifically designed to attract more customers, employees, tenants and investors for the special benefit of assessed parcels as a result of marketing assessed parcels and the goods and services and spaces available on these assessed parcels. This in turn, is intended to increase business volumes, sales transactions, commercial occupancies, commercial rental income and investment return. In the case of publicly/non-profit owned/occupied parcels that are assessed for these programs, District Identity/Placemaking creates better public/non-profit facilities and services on these assessed parcels by fostering better informed public/non-profit employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of residential use parcels, District Identity/Placemaking specially benefits each assessed residential parcel and creates better informed tenants, visitors and owners, which, in turn, enhance livability and may increase residential occupancies and rental income. District Identity/Placemaking services and programs will only be provided to, and for the direct and special benefit of, each identified assessed parcel within the District.

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

Organization

This work plan category includes professional management and related corporate operation costs of providing PBID funded services, programs and improvements for the special benefit of each identified and assessed parcel and land use within ODMD. The Organization work plan component includes:

- staff and full service office to manage PBID programs, projects, compliance reporting.
- full service office to assist property and business owners with District-related needs
- advocacy and representation of member interests on District issues and needs
- Organize “town hall” forums and advocacy on topics such as homeless solutions, Vision Plan

Organization also includes legal, accounting, insurance, production of the Annual Planning Report and Budget and quarterly reports, facilitation of meetings of the Owners’ Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the California Downtown Association or the International Downtown Association. It also covers the costs associated with District renewal. A portion of the Organization budget is held in reserve to offset delinquent and/or slow assessment payments.

The Organization component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land uses within the ODMD. The Organization work plan component exists only for the purposes of the District and directly relates to the implementation of Civil Sidewalks and District Identity/Placemaking services, programs and improvements which specially benefit each identified assessed parcel within the District boundaries.

In summary, all District funded services, programs and improvements described above confer proportionate special benefits to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within the ODMD will proportionately specially benefit from Civil Sidewalks, District Identity/Placemaking and Organization. These services, programs and improvements are intended to improve commerce, employment, livability, rents, occupancy rates and investment viability of assessed parcels, businesses and residents within the ODMD by deterring crime, reducing litter and debris, making capital improvements and professionally marketing goods, services and spaces available within the District, all considered necessary in a competitive properly managed contemporary mixed-use business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of each and every assessed parcel within the boundaries of the ODMD.

WORK PLAN BUDGET

Each identified assessed parcel within the ODMD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of District funded services provided. The projected District program special benefit (assessment) cost allocation budget for Year 1 (2025), is shown in the following Table:

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

ODMD Year 1 (2025) Special Benefit Assessment Budget

WORK PLAN CATEGORY	ALLOCATION	%
CIVIL SIDEWALKS	\$335,000	59%
DISTRICT IDENTITY & PLACEMAKING	\$82,000	14%
ORGANIZATION	\$154,274	27%
TOTAL	\$571,274	100%

In order to carry out the District programs outlined in the previous section, a Year 1 assessment budget of \$571,274 is projected. Since the District is planned for a 5-year term, projected program costs for future years (Years 2-5) are set at the inception of the District. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 5% per annum, commensurate to special benefits received by each assessed parcel, is incorporated into the projected program costs and assessment rates for the 5-year District term. It is noted that the 5% maximum annual rate increase is deemed necessary in order to offset substantial service and improvement cost increases projected over the next several years and to provide levels of service and types of improvements expected and requested by District stakeholders. Carryovers, if any, may be reapportioned the following year for related programs, services and improvements. Detailed annual budgets will be prepared by the Owner's Association Board and included in an Annual Plan for the City Council's review and approval.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year during the 5-year term of the proposed renewed District. Accordingly, the Owners' Association shall have the ability to reallocate budget line items within the budget categories based on such cost fluctuations subject to the review and approval by the Owners' Association Board and included in the Annual Planning Report that will be approved by the Oxnard City Council pursuant to Streets and Highways Code Section 36650. Any accrued interest or delinquent payments may be expended in any budget category. A 5-year projected ODMD budget is shown in the following Table:

YEAR 1-5 PROJECED DISTRICT ASSESSMENT BUDGET SUMMARY (Special Benefit Costs)

(Assumes 5% max rate increase per year)

YR	CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ORGANIZATION	TOTAL
	58.6409%	14.3539%	27.0053%	100.00%
1	\$335,000	\$82,000	\$154,274	\$571,274
2	\$351,750	\$86,100	\$161,988	\$599,838
3	\$369,338	\$90,405	\$170,087	\$629,830
4	\$387,805	\$94,925	\$178,591	\$661,321
5	\$407,195	\$99,671	\$187,521	\$694,387

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

The ODMD assessments may increase for each individual parcel each year during the 5-year effective operating period, but not to exceed 5% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners’ Association Board of Directors, included in the Annual Planning Report and adopted by the City of Oxnard City Council. The Owners’ Association Board of the Directors (“Property Owner’s Association of the ODMD”) shall determine the percentage increase to the annual assessment. The Owners’ Association Executive Director shall communicate the annual increase to the City each year in which the District operates at a time determined in the Administration Contract held between the Owners’ Association and the City of Oxnard.

No bonds are to be issued in conjunction with the proposed renewed District.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 5th year of operation will be rolled over into the renewal budget or returned to stakeholders. District assessment funds may be used to pay for costs related to the following District renewal term. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

Special/General Benefits

The Assessment Engineer (see attached Engineer’s Report) has found that the general benefits (i.e. general benefits to assessed parcels within the District, the general public and surrounding parcels outside the ODMD) of the proposed programs, services and improvements (i.e. civil sidewalks, district identity/placemaking and organization) represent 2.0% of the total benefits generated and, in turn, 2.0% (\$11,659) of the total adjusted costs of the ODMD funded improvements, activities and services provided.

Total Year 1 adjusted costs are estimated at \$582,933. General benefits are factored at 2.0% of the total adjusted costs (see Finding 2 on pages 5-9 of the attached Engineer’s Report) with special benefits set at 98.0%. Article XIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 2.0% general benefit cost is computed to be \$11,659 with a resultant 98.0% special benefit limit computed at \$571,274. Based on current property data and land uses, this is the maximum amount of Year 1 (2024-25) revenue that can be derived from property assessments from the subject District.

All program costs associated with general benefits will be derived from sources other than District assessments. Sample “other” revenue sources are shown in the following Table:

Special and General Benefit Revenue Sources

Revenue Source	Revenue	% of Total
District Assessments	\$571,274	98.0%
Grants, donations, sponsors, program income, etc.	\$11,659	2.0%
TOTAL	\$582,933	100.0%

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A breakdown of projected special and general benefit costs for each year of the 5-year renewal term is shown in the following Table:

5 Year Special + General Benefit Costs

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON- ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	CIVIL SIDEWALKS	\$335,000	\$6,836	\$341,836	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$82,000	\$1,674	\$83,674	14.3539%
	ORGANIZATION	<u>\$154,274</u>	<u>\$3,149</u>	<u>\$157,423</u>	<u>27.0053%</u>
	Total	\$571,274	\$11,659	\$582,933	100%
2	CIVIL SIDEWALKS	\$351,750	\$7,178	\$358,928	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$86,100	\$1,758	\$87,858	14.3539%
	ORGANIZATION	<u>\$161,988</u>	<u>\$3,306</u>	<u>\$165,294</u>	<u>27.0053%</u>
	Total	\$599,838	\$12,242	\$612,080	100%
3	CIVIL SIDEWALKS	\$369,338	\$7,537	\$376,875	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$90,405	\$1,846	\$92,251	14.3539%
	ORGANIZATION	<u>\$170,087</u>	<u>\$3,471</u>	<u>\$173,558</u>	<u>27.0053%</u>
	Total	\$629,830	\$12,854	\$642,684	100%
4	CIVIL SIDEWALKS	\$387,805	\$7,914	\$395,719	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$94,925	\$1,938	\$96,863	14.3539%
	ORGANIZATION	<u>\$178,591</u>	<u>\$3,645</u>	<u>\$182,236</u>	<u>27.0053%</u>
	Total	\$661,321	\$13,497	\$674,818	100%
5	CIVIL SIDEWALKS	\$407,195	\$8,310	\$415,505	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$99,671	\$2,035	\$101,706	14.3539%
	ORGANIZATION	<u>\$187,521</u>	<u>\$3,827</u>	<u>\$191,348</u>	<u>27.0053%</u>
	Total	\$694,387	\$14,172	\$708,559	100%

Duration

As allowed by State PBID Law, the District will have a five (5) year operational term from January 1, 2025 to December 31, 2029. The proposed renewed District operation is expected to begin services on January 1, 2025. If the District is not renewed, services will end on December 31, 2029.

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Manner of Collection

Assessments for the Property Tax Year beginning July 1, 2024 and ending June 30, 2029, shall be collected at the same time and in the same manner as ad valorem taxes paid to the County of Ventura (Operation Years 2025-2029). The District assessments shall appear as a separate line item on the property tax bills issued by the Ventura County Assessor. The City of Oxnard is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement this Management District Plan.

IV PROPOSED ASSESSMENT FORMULA

The PBID programs and services described in this Management District Plan will be funded through benefit assessments against real property in the PBID and non-assessment revenues to fund the costs associated with general benefits conferred on assessed parcels within the District, the public at large and surrounding parcels outside of the ODMD boundaries. The assessment formula has been developed by the Assessment Engineer to ensure that no parcel will be assessed an amount that exceeds the cost of the proportional special benefit that parcel derives from the programs, services and improvements to be funded by the proposed benefit assessments. The assessment rates are based on the anticipated special benefit to be conferred on each assessed parcel within the boundary of the ODMD.

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed renewed ODMD (i.e. civil sidewalks, district identity/placemaking and organization) it is the opinion of the Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage, except as noted herein, within one benefit zone.

The “Basic Benefit Units” will be expressed as a combined function of building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”) and street frontage (Benefit Unit “C”). Based on the shape of the proposed ODMD, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage, except as noted herein, within one benefit zone. Special benefit proportionality varies for different land uses/ownership types and assessable property characteristics (units), are adjusted via differing assessment methodologies and multiplier factors. See “Special Circumstances” beginning on page 20 of this Plan which delineates special assessment methodologies and factors and how and when they are applied.

For the array of land uses within the PBID, the interactive application of building and land areas and street frontage quantities are a common method of fairly and equitably spreading special benefit costs to these beneficiaries of PBID funded services, programs and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from PBID funded activities. There are no parcels zoned solely residential within ODMD.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of the Assessment Engineer, the targeted weight of this factor,

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building area, should generate approximately 30% of the total PBID revenue (28.2392% when adjusted for precise parcel measurements, land use factors and program costs).

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of the Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 40% of the total PBID revenue (43.4303% when adjusted for precise parcel measurements, land use factors and program costs).

Street Frontage is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. Street frontage includes all public street frontages of a parcel. In the opinion of the Assessment Engineer, the targeted weight of this factor, street frontage, should generate approximately 30% of the total PBID revenue (28.3305% when adjusted for precise parcel measurements, land use factors and program costs).

Special Circumstances

1. Lower Tier Residential Uses (1-6 non-condominium residential units)

It is the opinion of the Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels and parcels with higher density residential rental units on them do. It is the opinion of the Assessment Engineer that the assessment for parcels with 1-6 residential units on them shall be based on only on exterior building area which is a common method of fairly and equitably spreading special benefit costs to these land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured exterior building area which then produces the number of assessable building area units. This assessment methodology directly relates to the proportionate amount of special benefit each residential parcel with 1-6 units on them will receive from ODMD funded services, programs and improvements for these land uses.

2. Upper Tier Residential Uses (7+ non-condominiums residential units)

It is the opinion of the Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels do but more than parcels with 1-6 residential units on them do. It is the opinion of the Assessment Engineer that the assessment for parcels with 7+ residential units on them shall be based on exterior building area, parcel land area and parcel street frontage which is a common method of fairly and equitably spreading special benefit costs to these land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured exterior building area, land area and street frontage which then produces the number of assessable building area units, land area units and street frontage units. This assessment methodology directly relates to the proportionate amount of special benefit each residential parcel with 7+ units on them will receive from ODMD funded services, programs and improvements for these land uses.

3. Mixed-Use (Non-Condominium Commercial and Residential)

It is the opinion of the Assessment Engineer that parcels with non-condominium mixed commercial and residential uses on them will specially benefit from PBID funded programs, services and improvements but different than those with only commercial uses on them. The residential portions of these land uses do not specially benefit from marketing and promotion activities to the extent that commercial uses do. As such,

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the assessment rates and applicable assessment methodology will be applied based on each land use portion and the area of the parcel they cover. Mixed-use parcels will be assessed for the commercial use portions at commercial rates for the commercial building area, the parcel land area covered by commercial uses and the amount of direct commercial street frontage. The residential land use portions will be assessed based on the residential criteria and methodologies delineated in # 2 and 3 above.

4. Residential Condominiums

It is the opinion of the Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels and other parcels with residential units on them do. It is the opinion of the Assessment Engineer that the assessment for residential condominiums shall be based on only on interior building area which is a common method of fairly and equitably spreading special benefit costs to these unique property ownerships, subdivisions and land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured interior building area which then produces the number of assessable building area units. This assessment methodology directly relates to the proportionate amount of special benefit each residential condominium parcel will receive from ODMD funded services, programs and improvements for these land uses.

5. Commercial Condominiums

It is the opinion of the Assessment Engineer that such units, when located solely on ground floors, shall be assessed based on actual land area covered, interior condo building area and direct street frontage or pro-rated street frontage for each unit. Multi-floor commercial condominiums shall be assessed on interior condo building area and pro-rated land area and street frontage as determined by the Assessment Engineer depending on the development configuration. If residential condominiums are part of the development, the residential portions will be assessed based on the residential criteria and methodology delineated in #1 above.

6. Publicly Owned/Occupied Parcels

Each assessable publicly (government) owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of the Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded district identity/placemaking services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for publicly used building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

It is noted that the only publicly owned parcel not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct ODMD funded special benefit services, programs and improvements will be provided adjacent to or for the special benefit of this parcel.

7. Non-Profit Owned and Occupied Parcels

Each identified and assessable non-profit owned parcel and use within ODMD will proportionately

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specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than other privately owned parcels. It is the opinion of the Assessment Engineer that non-profit owned parcels and uses do not specially benefit to the same extent as other privately owned parcels from district identity/placemaking services, programs and improvements. To offset this special benefit differential, non-profit owned parcels with non-profit uses on them will not be assessed for non-profit used building areas located on these parcels. Non-profit owned parcels with “for-profit” uses on them will be assessed for building areas occupied by “for-profit” uses.

8. Changes to Building or Parcel Size

Any changes in building size, parcel size and street frontage(s) as a result of new construction or demolition or land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such parcel adjustments.

9. Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Plan and the Engineer’s Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Plan and the Engineer’s Report would require a new Proposition 218 ballot procedure in order to approve any such changes.

Taking into account all identified specially benefiting parcels within the District and their respective assessable benefit units, the rates, cumulative quantities and assessment revenues by factor are shown in the following Tables:

Year 1 – 2024/2025 – Gross Quantities

GROSS BLDG AREA (SF)	# OF ASSESABLE PARCELS	GROSS LAND AREA (SF)	GROSS STREET FRONTAGE (LF)
1,277,861	432	3,262,505	30,708

Year 1 – 2024/2025 - Assessable Benefit Units

ASSESSABLE BLDG AREA UNITS	# OF ASSESABLE PARCEL UNITS	ASSESSABLE LAND AREA UNITS	ASSESSABLE STREET FRONTAGE UNITS
1,171,556.50	383.50	3,122,529.41	35,260.37

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Year 1 – 2024/25 Projected Assessment Revenue

BLDG ASSMT REVENUE	LAND 1 ASSMT REVENUE	LAND 2 ASSMT REVENUE	STREET FRONTAGE ASSMT REVENUE	TOTAL ASSMT REVENUE
\$161,323.33	\$152,556.30	\$95,549.40	\$161,845.10	\$571,274.13
28.2392%	26.7046%	16.7257%	28.3305%	100.00%

The number of Benefit Units for each identified benefiting parcel within the proposed renewed ODMD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, building and property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the District for their review. If a property owner believes there is an error on a parcel's assessed quantities, the District may confirm the data with the Ventura County Assessor's office. If District data matches Assessor's data, the property owner may opt to work with the Assessor's office to correct the data so that the District assessment may be corrected.

Assessment Formula

Based on the nature of the programs to be funded as well as other rationale outlined in Step 1 above, it is the opinion of the Assessment Engineer that the ODMD assessments will be based on building area, land area, and street frontage except as otherwise noted herein.

The proposed assessment formula is as follows:

Assessment = Assessable Building Area (Unit A) x Unit A Rate, plus
Assessable Land Area (Unit B-1) x Unit B-1 Rate, plus
Assessable Land Area (Unit B-2) x Unit B-2 Rate, plus
Assessable Street Frontage (Unit C) x Unit C Rate

YEAR 1 –2024/25 Assessment Rates

BLDG ASSMT RATE (\$/UNIT A)	LAND ASSMT RATE 1 (\$/UNIT B-1)	LAND ASSMT RATE 2 (\$/UNIT B-2)	FRONTAGE ASSMT RATE (\$/UNIT C)
\$0.1377	\$397.80	\$0.0306	\$4.59

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The complete Year 1 – 2024-25 assessment roll of all parcels to be assessed by this District is included in this Plan as Appendix I.

Assessment Formula Unit Rates

Using figures from the Assessable Benefit Units Table and the Projected Assessment Revenue Table on pages 18-19 of this Plan, the assessment rates and weighted multipliers for each factor are calculated as follows:

Building Area Rate (Unit A)

$$(\$571,274.14 \times 28.2392\%) / 1,171,556.50 \text{ units} = \$0.1377 / \text{Building Unit A}$$

Land Area Rate (Unit B-1)

$$(\$571,274.14 \times 26.7046\%) / 383.50 \text{ units} = \$397.80 / \text{Land Unit B-1}$$

Land Area Rate (Unit B-2)

$$(\$571,274.14 \times 16.7257\%) / 3,122,529.41 \text{ units} = \$0.0306 / \text{Land Unit B-2}$$

Street Frontage Rate (Unit C)

$$(\$571,274.14 \times 28.3305\%) / 35,260.37 \text{ units} = \$4.59 / \text{Street Frontage Unit C}$$

Since the ODMD is planned for a 5-year term, maximum assessment rates for future years (Years 2-5) must be set at the inception of the PBID. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 5% per annum is incorporated into the projected program costs and, in turn, the resultant assessment rates for the 5-year term of the PBID. These figures are shown in the table below. Assessment rates may not exceed those indicated below.

In addition, any annual budget surplus or deficit will be incorporated into the subsequent year's PBID budget. Within the constraints of the annual adjustment, annual assessments will be set to account for surpluses or deficits carried forward.

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ODMD – 5-Year Maximum Assessment Rates (Includes a 5%/Yr. Max Increase)

YEAR	BLDG ASSMT RATE (\$/UNIT)	LAND ASSMT RATE 1 (\$/UNIT)	LAND ASSMT RATE 2 (\$/UNIT)	FRONTAGE ASSMT RATE (\$/UNIT)
1	\$0.1377	\$397.8000	\$0.0306	\$4.5900
2	\$0.1446	\$417.6900	\$0.0321	\$4.8195
3	\$0.1518	\$438.5745	\$0.0337	\$5.0605
4	\$0.1594	\$447.3460	\$0.0344	\$5.3135
5	\$0.1674	\$456.2929	\$0.0351	\$5.5792

SAMPLE ASSESSMENT CALCULATION:

A 7,000 square foot lot with 50 linear feet of street frontage and a 5,000 square foot building on it

Bldg Area = 5,000 SF x \$0.1377 = \$ 688.50

Land Area = 7,000 SF x \$0.0306 SF + \$397.80 = \$ 612.00

Street Frontage = 50 LF x \$4.59/LF = \$ 229.50

TOTAL YEAR 1 ASSESSMENT = \$1,530.00

Per Month = \$ 128/Month

Per Day = \$4.25/Day

The complete Year 1 – 2024-25 assessment roll of all parcels to be assessed by this PBID is included in this Plan as Appendix I.

V. PUBLICLY OWNED PARCELS

The State Constitution - Article 13D (Proposition 218) states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit.”

There are 154 publicly owned parcels within ODMD, all of which are identified and assessable for which District funded special benefit programs, services and improvements will be provided. All 154 of the

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assessed publicly owned parcels are owned by the City of Oxnard, including the Oxnard Parking Authority and the Oxnard Housing Authority. It is noted that the only publicly owned parcel within ODMD not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct PBID funded special benefit services, programs and improvements will be provided adjacent to this parcel.

For all other publicly owned/occupied parcels and facilities within ODMD, each of these parcels specially benefit from District funded programs services and improvements. The special benefits include cleaner and safer facility entrances and perimeters for their employees, visitors, tenants, vendors and other users of these public locations and facilities. Publicly owned parcels and facilities will be included in all maps, directories and District advertisements and web displays and are active components of Downtown Oxnard's identity and fabric.

ODMD services are designed to improve the safety and cleanliness for visitors, employees, tenants and users of public facilities on publicly owned parcels within the District by deterring crime and reducing litter and debris, each considered detractors to employment, visitation and use of public facilities if not contained and properly managed. In turn, these services will serve to enhance the public service levels provided by public facilities and parcels within ODMD.

Each identified and assessable publicly owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of the Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for public building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not proportionately specially benefit from ODMD funded programs, services and improvements as delineated herein and, thus, will be assessed similar to privately owned parcels, except as noted herein.

VI. PBID DISTRICT GOVERNANCE

The governance or management of a PBID typically requires an "Owner's Association" to carry out the PBID services and activities. State PBID Law (36600 Streets & Highways Code) also requires that the Owner's Association carry out specific additional functions. This includes preparation of an Annual Report to the City Council on the PBID activities for the past fiscal year and those proposed for the next fiscal year. The Owner's Association may also recommend to the City Council from time to time, changes to the PBID boundaries, benefit zones, assessment formula or PBID programs and activities, all subject to public notification and, in some cases petition/balloting requirements.

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Meetings of the Owner’s Association and its standing Committees shall be subject to the State of California “Brown Act” open meeting law.

VII. PROPOSED RULES AND REGULATION APPLIED TO THE DISTRICT

There are no specific rules or regulations applied to this PBID

VIII. OTHER ITEMS

No bonds will be issued for any ODMD projects in conjunction with this renewal.

IX. PLAN AUTHOR

The author and preparer of this Plan is Ed Henning of Edward Henning & Associates

X. IMPLEMENTATION TIME TABLE

The renewed PBID is expected to begin operation by January 2025. In order to meet this goal, the following procedural timeline is proposed:

<u>Date</u>	<u>Action/Task</u>
Jan 2024	• Finalize PBID Management District Plan
Feb 2024	• Initiate petition drive
Feb-Mar 2024	• Collect petitions signed by property owners
April 2024	• Submit majority support petitions to City along with Management Plan
Spring 2024	• City Council adopts Resolution of Intention to renew the PBID
Spring 2024	• City sends notice of PBID public hearing and a ballot to all property owners within PBID
Mid-2024	• City Council conducts hearing (ballots due by this date)
Mid-2024	• Providing no majority ballot protest is filed at the hearing, Council approves Ordinance of Renewal for the PBID
August 2024	• Assessment roll submitted to County Assessor
Dec 10/Apr 10 (due)	• Assessments billed and collected by County with property taxes
1st Quarter ‘25	• Revenues remitted to Owner’s Association per contract with City
(5 years)	• Owner’s Association carries out renewed PBID programs and services

APPENDIX 1

YR 1 – 2024/25 ASSESSMENT ROLL

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APN			SITE ADDRESS	2024-25 TOTAL ASSMT	% OF TOTAL
2010113110	202	S	OXNARD BL	\$3,971.91	0.695%
2010160010		N	OXNARD BL	\$703.80	0.123%
2010160020		E	FOURTH ST	\$666.56	0.117%
2010160030		E	FOURTH ST	\$1,877.31	0.329%
2010160040		E	FOURTH ST	\$500.71	0.088%
2010160050		E	FOURTH ST	\$927.18	0.162%
2010160060		E	FOURTH ST	\$468.18	0.082%
2010160070		E	FOURTH ST	\$789.48	0.138%
2010160080		E	FOURTH ST	\$729.81	0.128%
2010160090		E	FOURTH ST	\$704.57	0.123%
2010160100		E	FOURTH ST	\$795.60	0.139%
2010160110		E	FOURTH ST	\$983.18	0.172%
2010160120	400	S	OXNARD BL	\$826.20	0.145%
2010160130		E	FOURTH ST	\$1,358.64	0.238%
2010160170	344	S	OXNARD BL	\$1,604.21	0.281%
2010160180	330	S	OXNARD BL	\$1,818.48	0.318%
2010160190	332	S	OXNARD BL	\$1,040.34	0.182%
2010160200	320	S	OXNARD BL	\$2,024.80	0.354%
2010160220	300	S	OXNARD BL	\$1,170.08	0.205%
2010160250	350	S	OXNARD BL	\$1,175.81	0.206%
2010160260	350	S	OXNARD BL	\$2,270.29	0.397%
2010211010	134		ENTERPRISE ST	\$2,040.26	0.357%
2010211040			META ST	\$497.77	0.087%
2010211110		E	FIFTH ST	\$911.12	0.159%
2010211120		E	FIFTH ST	\$772.04	0.135%
2010211130		E	FIFTH ST	\$584.92	0.102%
2010211140		E	FIFTH ST	\$584.92	0.102%
2010211155	135	E	FIFTH ST	\$584.92	0.102%
2010211170	115	E	FIFTH ST	\$1,940.32	0.340%
2010211180	111	E	FIFTH ST	\$1,419.23	0.248%
2010211190	450	S	OXNARD BL	\$1,649.16	0.289%
2010211200	446	S	OXNARD BL	\$1,686.83	0.295%
2010211210	430	S	OXNARD BL	\$1,688.20	0.296%
2010211225		E	FIFTH ST	\$468.00	0.082%
2010211230		E	FIFTH ST	\$697.50	0.122%
2010211300	136		ENTERPRISE ST	\$597.77	0.105%
2010211360			META ST	\$1,197.55	0.210%
2010211380			ENTERPRISE ST	\$1,407.60	0.246%
2010212010	512	S	OXNARD BL	\$1,614.41	0.283%
2010212020	106	E	FIFTH ST	\$1,393.77	0.244%
2010212030	114	E	FIFTH ST	\$1,386.88	0.243%
2010212060	144	E	FIFTH ST	\$1,318.03	0.231%
2010212070	154	E	FIFTH ST	\$1,479.13	0.259%
2010212140	127	E	SIXTH ST	\$1,371.03	0.240%
2010212150	550	S	OXNARD BL	\$3,128.24	0.548%
2010212165	604	S	OXNARD BL	\$1,698.68	0.297%
2010212170	546	S	OXNARD BL	\$1,743.44	0.305%
2010212180	532	S	OXNARD BL	\$1,032.75	0.181%

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2010212190	528	S	OXNARD BL	\$1,063.35	0.186%
2010212200	523		META ST	\$784.13	0.137%
2010212230	128	E	FIFTH ST	\$1,249.18	0.219%
2010212260	136	E	FIFTH ST	\$1,899.51	0.333%
2010212270	511		META ST	\$3,959.85	0.693%
2010213010	200	E	FIFTH ST	\$1,243.32	0.218%
2010213020	204	E	FIFTH ST	\$754.63	0.132%
2010213030	210	E	FIFTH ST	\$935.01	0.164%
2010213075	238	E	FIFTH ST	\$582.50	0.102%
2010213080			META ST	\$1,256.68	0.220%
2010213090	536		META ST	\$1,325.65	0.232%
2010213100	538		META ST	\$684.09	0.120%
2010213110	235	E	SIXTH ST	\$1,531.93	0.268%
2010213120	209	E	SIXTH ST	\$106.99	0.019%
2010213130		E	SIXTH ST	\$1,153.62	0.202%
2010213140	544		META ST	\$602.99	0.106%
2010213150			META ST	\$566.12	0.099%
2010213160	214-228	E	FIFTH ST	\$2,629.99	0.460%
2010214010			ENTERPRISE ST	\$844.56	0.148%
2010214020	200		ENTERPRISE ST	\$3,294.18	0.577%
2010214030	480		META ST	\$2,309.08	0.404%
2010214040	235	E	FIFTH ST	\$2,897.16	0.507%
2010271030	638		META ST	\$684.09	0.120%
2010271040	634		META ST	\$646.43	0.113%
2010271060	616		META ST	\$703.80	0.123%
2010271070	612		META ST	\$909.59	0.159%
2010271080	600		META ST	\$1,279.08	0.224%
2010271090		E	SIXTH ST	\$627.30	0.110%
2010271100	220	E	SIXTH ST	\$856.80	0.150%
2010271110	224	E	SIXTH ST	\$856.80	0.150%
2010271160	235	E	SEVENTH ST	\$883.48	0.155%
2010271170	234	E	SIXTH ST	\$1,463.63	0.256%
2010271180	650		META ST	\$2,957.18	0.518%
2010272010	155	E	SEVENTH ST	\$1,457.33	0.255%
2010272020		E	SEVENTH ST	\$642.60	0.112%
2010272030	141	E	SEVENTH ST	\$642.60	0.112%
2010272040	131	E	SEVENTH ST	\$887.40	0.155%
2010272050	125	E	SEVENTH ST	\$887.40	0.155%
2010272060	658	S	OXNARD BL	\$1,797.75	0.315%
2010272070	656	S	OXNARD BL	\$841.50	0.147%
2010272080	650	S	OXNARD BL	\$841.50	0.147%
2010272090	638	S	OXNARD BL	\$1,063.35	0.186%
2010272100	626	S	OXNARD BL	\$1,736.55	0.304%
2010272110	620	S	OXNARD BL	\$992.40	0.174%
2010272120	610-612	S	OXNARD BL	\$1,361.04	0.238%
2010272140	128	E	SIXTH ST	\$627.30	0.110%
2010272150	128	E	SIXTH ST	\$1,906.38	0.334%
2010272160	140	E	SIXTH ST	\$844.18	0.148%
2010272170	150	E	SIXTH ST	\$856.80	0.150%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2010272180	154	E	SIXTH ST	\$1,487.93	0.260%
2010272190	629		META ST	\$55.08	0.010%
2010272200			META ST	\$589.05	0.103%
2010272210			META ST	\$474.30	0.083%
2010272220	633		META ST	\$1,814.58	0.318%
2010272230	600	S	OXNARD BL	\$1,832.36	0.321%
2010360110	126	E	SEVENTH ST	\$1,751.61	0.307%
2020052060	143	S	B ST	\$1,392.30	0.244%
2020052070		S	B ST	\$841.50	0.147%
2020052080		S	B ST	\$1,190.34	0.208%
2020052090		W	SECOND ST	\$691.56	0.121%
2020054010	216	W	FIRST ST	\$1,219.41	0.213%
2020054020	111	S	A ST	\$841.50	0.147%
2020054030		S	A ST	\$841.50	0.147%
2020054040		S	A ST	\$841.50	0.147%
2020054050	141	S	A ST	\$3,157.92	0.553%
2020054060	155	S	A ST	\$3,511.35	0.615%
2020054090	136	S	B ST	\$841.50	0.147%
2020054100	122	S	B ST	\$242.21	0.042%
2020054110	118	S	B ST	\$962.37	0.168%
2020054120	110	S	B ST	\$185.90	0.033%
2020054130	254	W	FIRST ST	\$1,828.35	0.320%
2020054145			B ST	\$1,384.65	0.242%
2020056030	141	S	OXNARD BL	\$2,149.65	0.376%
2020056040	155	S	OXNARD BL	\$2,181.78	0.382%
2020056060	156	S	A ST	\$963.90	0.169%
2020056080	150	S	A ST	\$895.05	0.157%
2020056090	144	S	A ST	\$841.50	0.147%
2020056100	138	S	A ST	\$963.90	0.169%
2020056110	134	S	A ST	\$791.78	0.139%
2020056120	132	S	A ST	\$1,530.00	0.268%
2020056130	122	S	A ST	\$1,075.59	0.188%
2020056140	110	S	A ST	\$1,461.15	0.256%
2020056150	136	W	FIRST ST	\$2,034.90	0.356%
2020056160	135	W	SECOND ST	\$2,379.15	0.416%
2020056170	111	S	OXNARD BL	\$3,534.30	0.619%
2020081010	201	S	C ST	\$1,484.10	0.260%
2020081020	211	S	C ST	\$841.50	0.147%
2020081100	260	S	D ST	\$1,257.66	0.220%
2020081160	208	S	D ST	\$841.50	0.147%
2020081170	200	S	D ST	\$1,484.10	0.260%
2020081180	231	S	C ST	\$856.80	0.150%
2020081190		S	C ST	\$856.80	0.150%
2020081200		S	C ST	\$856.80	0.150%
2020081210	251	S	C ST	\$856.80	0.150%
2020081220		S	C ST	\$856.80	0.150%
2020081230		W	THIRD ST	\$1,499.40	0.262%
2020081240		S	D ST	\$639.54	0.112%
2020081250		S	D ST	\$856.80	0.150%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020081260		S	D ST	\$856.80	0.150%
2020081270		S	D ST	\$856.80	0.150%
2020081280		S	D ST	\$856.80	0.150%
2020081290	210	S	D ST	\$856.80	0.150%
2020083030	321	S	C ST	\$1,381.28	0.242%
2020083040	327	S	C ST	\$68.85	0.012%
2020083050	331	S	C ST	\$1,668.82	0.292%
2020083060	345	S	C ST	\$1,202.15	0.210%
2020083070	361	S	C ST	\$1,332.63	0.233%
2020083210	301	S	C ST	\$2,381.97	0.417%
2020083220	418	W	THIRD ST	\$918.00	0.161%
2020085030	431	S	C ST	\$843.41	0.148%
2020085040	437	S	C ST	\$904.70	0.158%
2020085050	441	S	C ST	\$3,681.58	0.644%
2020085190	418	W	FOURTH ST	\$845.33	0.148%
2020085200	401	S	C ST	\$2,044.08	0.358%
2020091100		S	C ST	\$841.50	0.147%
2020091370	351	W	THIRD ST	\$1,927.80	0.337%
2020091380		W	SECOND ST	\$1,063.96	0.186%
2020091390	206	W	SECOND ST	\$12,485.99	2.186%
2020091400	214	W	SECOND ST	\$3,907.38	0.684%
2020092030		S	B ST	\$483.48	0.085%
2020092040		S	B ST	\$755.82	0.132%
2020092050	343	S	B ST	\$1,296.60	0.227%
2020092060	351	S	B ST	\$1,322.62	0.232%
2020092070	361	S	B ST	\$2,448.00	0.429%
2020092120	320	S	C ST	\$841.50	0.147%
2020092130	310	S	C ST	\$1,365.59	0.239%
2020092140	330	W	THIRD ST	\$2,310.30	0.404%
2020092170	300	W	THIRD ST	\$6,359.32	1.113%
2020092180	344	S	C ST	\$2,180.25	0.382%
2020092190	350	S	C ST	\$3,028.47	0.530%
2020094010	301	S	A ST	\$2,092.12	0.366%
2020094020	309	S	A ST	\$1,226.45	0.215%
2020094035	325	S	A ST	\$2,649.96	0.464%
2020094040	327-337	S	A ST	\$2,099.16	0.367%
2020094050	339	S	A ST	\$1,276.02	0.223%
2020094060	345	S	A ST	\$1,523.88	0.267%
2020094080	361	S	A ST	\$2,073.12	0.363%
2020094140	324	S	B ST	\$1,373.94	0.241%
2020094155		S	B ST	\$416.16	0.073%
2020094160		S	B ST	\$416.16	0.073%
2020094170		S	B ST	\$823.14	0.144%
2020094185		W	THIRD ST	\$789.48	0.138%
2020094195		S	B ST	\$1,536.12	0.269%
2020094205		S	B ST	\$434.52	0.076%
2020094215	365	S	B ST	\$1,891.08	0.331%
2020094225		S	B ST	\$434.52	0.076%
2020094235		S	B ST	\$1,248.48	0.219%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020094240	355	S	A ST	\$1,702.31	0.298%
2020095075	254	S	A ST	\$841.50	0.147%
2020095085	242	S	A ST	\$841.50	0.147%
2020095090	228	S	A ST	\$1,474.92	0.258%
2020095100	220	S	A ST	\$1,357.88	0.238%
2020095110	210	S	A ST	\$841.50	0.147%
2020095120	200	S	A ST	\$4,435.29	0.776%
2020095140	221	S	OXNARD BL	\$2,785.37	0.488%
2020095150	229	S	OXNARD BL	\$1,686.83	0.295%
2020095160	235	S	OXNARD BL	\$1,686.83	0.295%
2020096035	357	S	OXNARD BL	\$1,568.25	0.275%
2020096040	350	S	A ST	\$0.00	0.000%
2020096050	336	S	A ST	\$1,754.91	0.307%
2020096060	326	S	A ST	\$1,402.70	0.246%
2020096070	318	S	A ST	\$1,530.00	0.268%
2020096080	300	S	A ST	\$3,265.97	0.572%
2020096095		S	OXNARD BL	\$1,058.76	0.185%
2020096105	321	S	OXNARD BL	\$2,677.42	0.469%
2020096110	349	S	OXNARD BL	\$1,363.08	0.239%
2020096125		S	OXNARD BL	\$786.11	0.138%
2020101130	422	S	C ST	\$1,698.30	0.297%
2020101190	329	W	FIFTH ST	\$711.60	0.125%
2020101205		S	C ST	\$553.86	0.097%
2020101215		S	C ST	\$1,940.04	0.340%
2020101225		W	FOURTH ST	\$410.81	0.072%
2020101235		W	FOURTH ST	\$583.70	0.102%
2020101255	425	S	B ST	\$499.55	0.087%
2020101270		W	FIFTH ST	\$412.34	0.072%
2020101290		W	FIFTH ST	\$451.35	0.079%
2020101310		W	FIFTH ST	\$412.34	0.072%
2020101330		W	FIFTH ST	\$412.34	0.072%
2020101355		W	FIFTH ST	\$412.34	0.072%
2020101360	424	S	C ST	\$407.35	0.071%
2020101370		W	FIFTH ST	\$421.52	0.074%
2020101405		S	B ST	\$457.62	0.080%
2020101415	425	S	B ST	\$4,009.58	0.702%
2020101420	314	W	FOURTH ST	\$1,366.11	0.239%
2020101435		W	FOURTH ST	\$423.81	0.074%
2020101445	405	S	B ST	\$2,312.38	0.405%
2020102010	500	S	C ST	\$5,214.94	0.913%
2020103025		W	FIFTH ST	\$795.60	0.139%
2020103090		W	SIXTH ST	\$795.60	0.139%
2020103100	560	S	C ST	\$2,269.14	0.397%
2020103115	544	S	C ST	\$501.08	0.088%
2020103120	338	W	FIFTH ST	\$2,043.27	0.358%
2020103130	319	W	SIXTH ST	\$872.10	0.153%
2020103145		W	SIXTH ST	\$780.30	0.137%
2020103175		W	FIFTH ST	\$405.83	0.071%
2020103185		W	FIFTH ST	\$589.92	0.103%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020103195	301	E	SIXTH ST	\$2,296.96	0.402%
2020103205		W	SIXTH ST	\$668.30	0.117%
2020103210	318	W	FIFTH ST	\$1,205.64	0.211%
2020103225		W	FIFTH ST	\$423.81	0.074%
2020103235		S	B ST	\$518.67	0.091%
2020103245	300	W	FIFTH ST	\$2,534.45	0.444%
2020104015	401	S	A ST	\$3,886.20	0.680%
2020104165	400	S	B ST	\$2,829.63	0.495%
2020104395	445	S	A ST	\$9,008.56	1.577%
2020104405	445	S	A ST	\$1,202.18	0.210%
2020104415	445	S	A ST	\$2,469.70	0.432%
2020104425	445	S	A ST	\$2,120.06	0.371%
2020104435	445	S	A ST	\$3,524.29	0.617%
2020105100	545	S	A ST	\$7,328.70	1.283%
2020105120	538	S	B ST	\$619.65	0.108%
2020105170		W	SIXTH ST	\$507.96	0.089%
2020105180		S	B ST	\$2,261.58	0.396%
2020105195		S	B ST	\$406.98	0.071%
2020105205		S	B ST	\$610.47	0.107%
2020105210		S	B ST	\$406.98	0.071%
2020105220		S	B ST	\$610.47	0.107%
2020105235		S	B ST	\$425.34	0.074%
2020105245		S	B ST	\$1,035.81	0.181%
2020105260		W	FIFTH ST	\$489.60	0.086%
2020105275	270	W	FIFTH ST	\$1,836.00	0.321%
2020105295	200	W	FIFTH ST	\$2,851.16	0.499%
2020105305		S	A ST	\$662.49	0.116%
2020105325	529	S	A ST	\$2,705.65	0.474%
2020105335	505	S	A ST	\$2,378.20	0.416%
2020106015	403	S	OXNARD BL	\$1,311.21	0.230%
2020106035		S	OXNARD BL	\$604.35	0.106%
2020106065		W	FIFTH ST	\$833.85	0.146%
2020106120	424	S	A ST	\$1,063.73	0.186%
2020106130	420	S	A ST	\$1,758.58	0.308%
2020106140	400-410	S	A ST	\$3,847.61	0.674%
2020106245		S	OXNARD BL	\$664.02	0.116%
2020106250	425	N	OXNARD BL	\$901.17	0.158%
2020106265		W	FOURTH ST	\$483.17	0.085%
2020106275		W	FOURTH ST	\$716.13	0.125%
2020106285		W	FOURTH ST	\$434.52	0.076%
2020106295	421	S	OXNARD BL	\$691.56	0.121%
2020106310		W	FIFTH ST	\$454.56	0.080%
2020106320		W	FIFTH ST	\$569.71	0.100%
2020106355	105	W	FIFTH ST	\$2,082.33	0.365%
2020106370	428	S	A ST	\$1,067.18	0.187%
2020106380	434	S	A ST	\$1,067.30	0.187%
2020106390	438	S	A ST	\$1,050.12	0.184%
2020106400	143	W	FIFTH ST	\$2,211.28	0.387%
2020106410	141	W	FIFTH ST	\$2,620.19	0.459%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – MANAGEMENT DISTRICT PLAN

2020107050		W	FIFTH ST	\$601.14	0.105%
2020107060		W	FIFTH ST	\$615.83	0.108%
2020107070		W	FIFTH ST	\$615.83	0.108%
2020107080	104	W	FIFTH ST	\$2,409.37	0.422%
2020107100	531	S	OXNARD BL	\$1,019.75	0.179%
2020107110	545	S	OXNARD BL	\$2,205.11	0.386%
2020107120	559	S	OXNARD BL	\$604.35	0.106%
2020107135	563	S	OXNARD BL	\$1,361.70	0.238%
2020107160	534	S	A ST	\$1,303.56	0.228%
2020107170	528	S	A ST	\$1,545.15	0.270%
2020107195		W	FIFTH ST	\$572.22	0.100%
2020107205		W	FIFTH ST	\$440.64	0.077%
2020107215		S	OXNARD BL	\$439.11	0.077%
2020107225		S	OXNARD BL	\$558.91	0.098%
2020107235	150	W	FIFTH ST	\$3,147.21	0.551%
2020107240	560	S	A ST	\$3,222.18	0.564%
2020107250	544-550	S	A ST	\$1,640.77	0.287%
2020131030	519	S	C ST	\$895.05	0.157%
2020131040	521-523	S	C ST	\$1,747.57	0.306%
2020131050	535	S	C ST	\$1,855.13	0.325%
2020131060	543-545	S	C ST	\$1,704.21	0.298%
2020131070	555	S	C ST	\$1,609.56	0.282%
2020131170	509-511	S	C ST	\$1,232.42	0.216%
2020131190		S	C ST	\$405.30	0.071%
2020131220		W	FIFTH ST	\$642.60	0.112%
2020131230	515	S	C ST	\$1,386.18	0.243%
2020133010	416	W	SIXTH ST	\$1,484.10	0.260%
2020133020	613	S	C ST	\$1,013.63	0.177%
2020133030	619	S	C ST	\$841.50	0.147%
2020133040	625	S	C ST	\$841.50	0.147%
2020133050	637	S	C ST	\$94.12	0.016%
2020133060	643	S	C ST	\$841.50	0.147%
2020133210	699	S	C ST	\$3,519.89	0.616%
2020135025	711	S	C ST	\$3,913.59	0.685%
2020135035	761	S	C ST	\$6,364.80	1.114%
2020141050	333	W	SEVENTH ST	\$1,927.80	0.337%
2020141060	644	S	C ST	\$1,032.75	0.181%
2020141070	642	S	C ST	\$619.65	0.108%
2020141080	634-636	S	C ST	\$1,199.52	0.210%
2020141090	630	S	C ST	\$1,199.52	0.210%
2020141100	618	S	C ST	\$43.17	0.008%
2020141110	340	W	6TH ST	\$1,927.80	0.337%
2020141155	687	S	B ST	\$88.61	0.016%
2020141165	685	S	B ST	\$83.03	0.015%
2020141175	683	S	B ST	\$83.03	0.015%
2020141185	681	S	B ST	\$88.61	0.016%
2020141195	673	S	B ST	\$83.93	0.015%
2020141205	671	S	B ST	\$82.90	0.015%
2020141215	669	S	B ST	\$82.90	0.015%

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2020141225	667	S	B ST	\$82.90	0.015%
2020141235	665	S	B ST	\$82.90	0.015%
2020141245	663	S	B ST	\$82.90	0.015%
2020141255	661	S	B ST	\$83.93	0.015%
2020141265	655	S	B ST	\$83.93	0.015%
2020141275	653	S	B ST	\$82.90	0.015%
2020141285	651	S	B ST	\$83.93	0.015%
2020141295	645	S	B ST	\$83.93	0.015%
2020141305	643	S	B ST	\$82.90	0.015%
2020141315	641	S	B ST	\$83.93	0.015%
2020141325	633	S	B ST	\$83.93	0.015%
2020141335	631	S	B ST	\$82.90	0.015%
2020141345	629	S	B ST	\$82.90	0.015%
2020141355	627	S	B ST	\$82.90	0.015%
2020141365	625	S	B ST	\$82.90	0.015%
2020141375	623	S	B ST	\$82.90	0.015%
2020141385	621	S	B ST	\$83.93	0.015%
2020141395	611	S	B ST	\$88.61	0.016%
2020141405	613	S	B ST	\$83.03	0.015%
2020141415	615	S	B ST	\$83.03	0.015%
2020141425	617	S	B ST	\$88.61	0.016%
2020142160	785	S	B ST	\$10,611.61	1.858%
2020143015	601	S	A ST	\$3,376.40	0.591%
2020143025	623	S	A ST	\$1,524.08	0.267%
2020143030	629	S	A ST	\$1,015.00	0.178%
2020143040	635	S	A ST	\$877.84	0.154%
2020143050	637	S	A ST	\$619.65	0.108%
2020143140	246	W	6TH ST	\$3,938.83	0.689%
2020143230	640	S	B ST	\$1,904.85	0.333%
2020143240	237	W	SEVENTH ST	\$1,689.18	0.296%
2020143250	235	W	SEVENTH ST	\$1,260.40	0.221%
2020144170	230	W	SEVENTH ST	\$951.05	0.166%
2020144180	220	W	SEVENTH ST	\$1,110.52	0.194%
2020144190	210	W	SEVENTH ST	\$1,170.21	0.205%
2020144200	200	W	SEVENTH ST	\$1,023.37	0.179%
2020144210	710	S	B ST	\$1,079.71	0.189%
2020144220	720	S	B ST	\$560.50	0.098%
2020144230	730	S	B ST	\$1,781.51	0.312%
2020144240	715	S	A ST	\$560.16	0.098%
2020144250	721	S	A ST	\$1,294.47	0.227%
2020144260	711	S	A ST	\$947.72	0.166%
2020144270	740	S	B ST	\$1,049.76	0.184%
2020144280	731	S	A ST	\$952.98	0.167%
2020144290	750	S	B ST	\$853.07	0.149%
2020144300	741	S	A ST	\$981.33	0.172%
2020145010	112	W	SIXTH ST	\$3,468.51	0.607%
2020145030	637	S	OXNARD BL	\$1,221.29	0.214%
2020145050	653	S	OXNARD BL	\$1,795.82	0.314%
2020145060	663	S	OXNARD BL	\$1,179.71	0.207%

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2020145100	630	S	A ST	\$841.50	0.147%
2020145110	622	S	A ST	\$1,667.70	0.292%
2020145120	618	S	A ST	\$841.50	0.147%
2020145130	608	S	A ST	\$1,557.54	0.273%
2020145140	120	W	SIXTH ST	\$1,484.10	0.260%
2020145190		S	A ST	\$841.50	0.147%
2020145200	631	S	OXNARD BL	\$810.90	0.142%
2020145210	629	S	OXNARD BL	\$708.54	0.124%
2020145220	658	S	A ST	\$4,770.07	0.835%
2020145230	643	S	OXNARD BL	\$1,198.11	0.210%
2020145240	645	S	OXNARD BL	\$1,327.28	0.232%
2020146010	110	W	7TH ST	\$1,935.45	0.339%
2020146020	705	S	OXNARD BL	\$1,120.73	0.196%
2020146030	711	S	OXNARD BL	\$1,051.88	0.184%
2020146040	715	S	OXNARD BL	\$742.05	0.130%
2020146050	719	S	OXNARD BL	\$948.60	0.166%
2020146070	733	S	OXNARD BL	\$1,335.95	0.234%
2020146080	737	S	OXNARD BL	\$776.48	0.136%
2020146090	745	S	OXNARD BL	\$604.35	0.106%
2020146100	755	S	OXNARD BL	\$1,017.45	0.178%
2020146110	749	S	OXNARD BL	\$604.35	0.106%
2020146120		S	OXNARD BL	\$604.35	0.106%
2020146130	761	S	OXNARD BL	\$879.75	0.154%
2020146140	752	S	A ST	\$2,747.34	0.481%
2020146150	744	S	A ST	\$1,428.94	0.250%
2020146180	700	S	A ST	\$2,280.28	0.399%
2020146190		S	OXNARD BL	\$604.35	0.106%
2020146200		S	OXNARD BL	\$604.35	0.106%
2020146210	723	S	OXNARD BL	\$604.35	0.106%
2020146220	708	S	A ST	\$4,889.15	0.856%
2020380015	651	S	A ST	\$118.49	0.021%
2020380025	653	S	A ST	\$96.05	0.017%
2020380035	655	S	A ST	\$120.69	0.021%
2020380045	657	S	A ST	\$120.69	0.021%
2020380055	659	S	A ST	\$96.05	0.017%
2020380065	661	S	A ST	\$118.49	0.021%
2020380075	211	W	SEVENTH ST	\$120.69	0.021%
2020380085	213	W	SEVENTH ST	\$96.05	0.017%
2020380095	215	W	SEVENTH ST	\$118.49	0.021%
2020380105	645	S	A ST	\$120.69	0.021%
2020380115	643	S	A ST	\$95.36	0.017%
2020380125	641	S	A ST	\$118.49	0.021%
				\$571,274.14	100.000%

OXNARD DOWNTOWN

Management District



APPENDIX 2

ATTACHMENT 1

ASSESSMENT ENGINEER'S REPORT

ATTACHMENT 1



OXNARD DOWNTOWN MANAGEMENT DISTRICT RENEWAL

ASSESSMENT ENGINEER’S REPORT

*Being Renewed for a 5 Year Term Pursuant to
California Streets and Highways Code Section 36600 et seq.
Property & Business Improvement District Act of 1994, as amended*

*Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates*

JANUARY 22, 2024

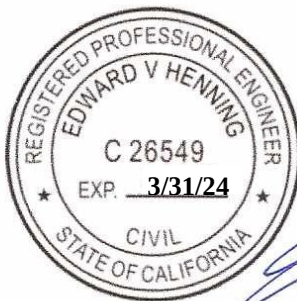
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ASSESSMENT ENGINEER’S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Oxnard Downtown Management District ("ODMD") being renewed for a five (5) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549



A handwritten signature in blue ink that reads "Edward V. Henning". The signature is written over a horizontal line and extends slightly below it.

RPE #26549

January 22, 2024

Edward V. Henning

Date

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the “detailed engineer’s report” required by Section 4(b) of Article XIIIID of the California Constitution (Proposition 218) to support the benefit property assessments to be levied within the proposed ODMD in the City of Oxnard, California being renewed for a five (5) year term. The discussion and analysis contained within this Report constitutes the required “nexus” of rationale between assessment amounts levied and special benefits derived by real properties within the proposed renewed ODMD.

Background

The ODMD is a property-based benefit assessment type district being renewed for a five (5) year term pursuant to Section 36600 et seq. of the California Streets and Highways Code (as amended), also known as the Property and Business Improvement District Law of 1994 (the “Act”). Due to the benefit assessment nature of assessments levied within a property and business improvement district (“PBID”), district program costs are to be distributed amongst all identified benefiting properties based on the proportional amount of special program benefit each property is expected to derive from the assessments levied. Within the Act, frequent references are made to the concept of relative “benefit” received from PBID programs and activities versus amount of assessment paid. Only those properties expected to derive special benefits from PBID funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be conferred on each assessed property.

Supplemental Article XIID Section 4(b) California Constitution **Proposition 218 Procedures and Requirements**

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the ODMD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were “chaptered” into law as Article XIID Section 4(b) of the California Constitution.

Since Article XIID provisions will affect all subsequent calculations to be made in the final assessment formula for the ODMD, these supplemental requirements will be taken into account. The key provisions of Article XIID along with a description of how the ODMD complies with each of these provisions are delineated herein.

(Note: All section references below pertain to Article XIID of the California Constitution):

Finding 1. From Section 4(a): “Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed”.

Setting:

The proposed renewed ODMD is centrally located in the center of Oxnard and centered along A Street from First Street to Eighth Street. ODMD is bounded roughly by First and Second Streets on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone within ODMD (See attached map in Appendix 2).

General Boundary Description

ODMD includes 433 parcels of which 432 are identified assessed parcels in a 32 block area of Historic Downtown Oxnard. The property uses within the boundaries of the proposed renewed ODMD which will receive special benefits from PBID funded programs and services are currently a unique mix of retail, restaurant, service, office, government, residential and parking. ODMD boundaries were selected to incorporate the core Downtown parcels and businesses. There is one benefit zone within the proposed renewed District. It is noted that ODMD is being expanded to the north to First Street from the centerline of B Street to Oxnard Boulevard. This two block area includes a combination of commercial parcels associated with Downtown Oxnard along with mixed use parcels with residential rental units.

Detailed Boundary Description

More specifically, the ODMD is described as follows:

Beginning at the intersection of the centerlines of Second Street and D Street; thence east along said centerline of Second Street to the centerline of B Street; thence north along said centerline of B Street to the centerline of First Street; thence east along said centerline of First Street to the east property line of Oxnard Boulevard; thence south along said east property line of Oxnard Boulevard to the tangent intersection point with the west property line of the railroad right of way; thence southeast and south along said west property line of the railroad right of way to the centerline of Fifth Street; thence west along said centerline of Fifth Street to the prolongation of the east property line of the public alley lying east of and parallel to Meta Street; thence south along said east property line of said public alley to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the east property line of parcel APN 202-0-360-110; thence south along said east property line of said parcel APN 202-0-360-110 to the south property line of said parcel APN 202-0-360-110; thence west along said south property line of said parcel APN 202-0-360-110 to the west property line of said parcel APN 202-0-360-110; thence north along said west property line of said parcel APN 202-0-360-110 to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the centerline of Oxnard Boulevard; thence south along said centerline of Oxnard Boulevard to the centerline of Eighth Street; thence west along said centerline of Eighth Street to the centerline of D Street; thence north along said centerline of D Street to the centerline of Seventh Street; thence east along said centerline of Seventh Street to the prolongation of the west property line of the public alley lying

east of and parallel to D Street; thence north along said west property line of said public alley to the centerline of Third Street; thence west along said centerline of Third Street to the centerline of D Street; thence north along said centerline of D Street to the point of beginning.

Benefit Zones

There is one benefit zone within the proposed renewed District.

District Boundary Rationale

The ODMD boundaries encompass the heart of Downtown Oxnard. These parcels showcase a unique array of pedestrian oriented uses - retail, restaurant, service, office, government, residential and parking that form what is considered the “cohesive urban fabric” of the evolving mixed-use Downtown center.

The District boundaries were chosen to generally include parcels that comprise the commercial core that attracts pedestrians and visitors to Downtown Oxnard. Also included are current as well as future in-town residential parcels. Parcels adjacent to the north, south and east of ODMD are not part of the District's commercial and in-town residential pedestrian core and have different marketing needs than those in the ODMD. These outside parcels and uses require different services than those in the ODMD and would not specially benefit from the increased pedestrian oriented programs, services and improvements offered by the ODMD. Therefore, they have not been included within the ODMD boundaries.

Surrounding parcels to the north, south and west that are zoned solely residential and/or with residential uses have not been included within the boundaries of the PBID. The Property and Business Improvement District Law of 1994, California Streets & Highway Code § 36632 states, “Properties zoned solely for residential use..... are conclusively presumed not to benefit from the improvements and service funded through these assessments and shall not be subject to any assessment”. For these reasons, no residentially zoned parcels or residential uses north, south or west of the proposed renewed District are included in the ODMD boundaries.

A list of all parcels included in the proposed renewed ODMD is shown as Appendix 1, attached to this Report identified by their respective Ventura County assessor parcel number. The boundary of the proposed renewed ODMD is shown on the map of the proposed renewed ODMD attached as Appendix 2 to this Report.

All identified assessed parcels within the above-described boundaries shall be assessed to fund supplemental special benefit programs, services and improvements as outlined in this Report and in the Management District Plan. All ODMD funded services, programs and improvements provided within the above described boundaries shall confer special benefit to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within ODMD will proportionately specially benefit from the District funded programs and services (i.e. civil sidewalks, district identity/placemaking and organization). These services, programs and improvements are intended to improve commerce, employment, livability, rents and occupancy rates and investment viability of individually assessed parcels and businesses/residential units on them within ODMD.

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

District services, activities and programs confer special benefits on each and every individually assessed parcel by deterring crime, improving aesthetics and marketing goods and services available from individually assessed parcels and the businesses/occupants on them within the District, all considered necessary in a competitive properly managed mixed-use business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of assessed parcels within the boundaries of the proposed renewed ODMD.

The District includes 433 parcels of which 432 are identified as assessable within one Benefit Zone and which are listed in the Assessment Roll included as Appendix 1. For further information, a District Boundary Map is included as Appendix 2.

Finding 2. From Section 4(a): “Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. “

QUANTITATIVE BENEFIT ANALYSIS

As stipulated in Article XIID Section 4(b) of the California Constitution, assessment district programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. For the purposes of this analysis, a “general benefit” is hereby defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special benefit” as defined by Article XIID means a distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.

The property uses within the boundaries of the District that will receive special benefits from District funded programs and services are currently an array of retail, restaurant, service, office, banking, residential and commercial parking. Services, programs and improvements provided and funded by the District (i.e. civil sidewalks, district identity/placemaking and organization) are designed to provide special benefits to identified assessed parcels and the array of land uses within the boundaries of the ODMD as described in the Work Plan Details starting on page 10 of this Report.

The proposed renewed District programs, improvements and services and Year 1 – 2025 budget allocations are shown in the Table below:

Year 1 – 2025 District Special Benefit Budget (Assessment Revenue Only)

WORK PLAN CATEGORY	ALLOCATION	%
CIVIL SIDEWALKS	\$335,000	59%
DISTRICT IDENTITY & PLACEMAKING	\$82,000	14%
ORGANIZATION	\$154,274	27%
TOTAL	\$571,274	100%

The special benefits conferred on assessed parcels within the ODMD are particular and distinct to each

and every identified assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the ODMD. These programs, services and improvements will only be provided to each individual assessed parcel within the District boundaries and, in turn, confer proportionate “special benefits” to each assessed parcel.

In the case of the ODMD, the very nature of the purpose of this ODMD is to fund supplemental programs, services and improvements to assessed parcels within the District boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The City of Oxnard does not provide these programs and services. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

While every attempt is made to provide District services and programs to confer benefits only to those identified assessed parcels within the District, Article XIIID stipulates that general benefits exist either by design or unintentional in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the ODMD, or “spillover” onto parcels surrounding the ODMD, or to the public at large who might be passing through the ODMD with no intention of transacting business within the ODMD or interest in the ODMD itself.

Assessment engineering experience throughout California has found that general benefits within a PBID type assessment district tend to range from 2-6% of the total costs. Most PBIDs in California for which this Assessment Engineer has provided assessment engineering services in conformance with Article XIIID have used the composite district overlay determinant method of computing general benefits which will be used for ODMD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within ODMD, general benefit to the public at large within ODMD and general benefit to parcels immediately outside/adjacent to ODMD.

General Benefit – Assessed Parcels within District

ODMD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District parcels and are only provided for the special benefit to each and every assessed parcel within the District. It is the opinion of this Engineer, based on over 30 years of professional assessment engineering experience, that nearly 100% of benefits conferred on the 432 assessed parcels within the District are distinct and special. In the case of ODMD, it is projected that there are 0.25% general benefits conferred on these 432 assessed parcels. While this factor can typically range from 0.10% to 1.0%, this high ratio of special benefits to general benefits (0.25%) is because ODMD funded programs and services are specially geared to the unique needs of each assessed parcel within ODMD and are directed specially only to these parcels within ODMD. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within ODMD as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics of each parcel.. The computed 0.25% general benefit value on the 432 assessed parcels within the ODMD equates to \$1,428 or (.25% x \$571,274).

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

General Benefit – Public At Large

While the ODMD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District properties and are only provided for the special benefit to each and every assessed parcel within the District, these District funded programs may also provide an incidental general benefit to the public at large within the District. Assessment Engineering experience in California has found that generally well over 95% of people moving about within PBID boundaries are engaged in business related to assessed parcels and businesses contained on them within the PBID, while the public at large “just passing through” is typically much less than 5%.

Tangible services and improvements such as security, cleanliness, bench and shade tree maintenance would confer higher levels of general benefits on the public at large than say planters, decorative pavement/signage and other general district management and operation activities. Typically, a factor range from 0.5% to 2% (0.005 to 0.02) is assigned to tangible streetscape/sidewalk type services, programs and improvements,. Then a factor range from 0.25% to 1.5% (0.0025 to 0.015) is assigned to intangible services, programs and improvements.

Based on experience curves and the nature of the proposed ODMD funded services, programs and improvements and over 30 years of assessment engineering experience, it is the opinion of this Assessment Engineer that districtwide general benefit factors for each of the ODMD funded special benefit program element costs that provide a general benefit to the public at large would be 1.5% (0.015) assigned to Civil Sidewalks and 0.5% (0.005) assigned to both District Identity/Placemaking and Organization.

These factors are applied to each assessment funded program element cost in order to compute the dollar and percent value of districtwide general benefits to the public at large. The total dollar value of this general benefit type, public at large, equates to \$6,206. Each of these factors and corresponding general benefit calculations/values for the public at large are shown in the Table below:

GENERAL BENEFITS TO “PUBLIC AT LARGE”

	A	B	C	E
Program Element	Dollar Allocation	General Benefit Percent	General Benefit Factor	General Benefit Value (A x C)
CIVIL SIDEWALKS	\$335,000	1.50%	0.0150	\$5,025
DISTRICT IDENTITY & PLACEMAKING	\$82,000	0.50%	0.0050	\$410
ORGANIZATION	<u>\$154,274</u>	0.50%	0.0050	<u>\$771</u>
Total	\$571,274			\$6,206

Spillover General Benefits to Parcels Outside of District

While District programs and services will not be provided directly to parcels outside the District boundaries, it is reasonable to conclude that District services may confer an indirect general benefit on parcels immediately adjacent to the District boundaries. An inventory of the District boundaries finds

that the District is surrounded by 69 parcels, of which 12 are commercial uses and 57 are residential, non-profit or public uses adjacent to or across a street or alley from the proposed renewed ODMD. There is 1 non-identified (i.e. not assessed) exempt parcel within the proposed renewed ODMD. Typically, a factor of 100% (1.0) is first assigned to assessed parcels within the district, then a factor range from 5% to 15% (0.05 to 0.15) is assigned to commercial zoned and used parcels directly outside the district, then a factor range from 0.5% to 1.5% (0.005 to 0.015) is assigned to residential zoned and used parcels directly outside the district, and finally, a factor range from 0.5% to 1.5% (0.005 to 0.015) is assigned to public and/or non-profit owned and fully occupied parcels directly outside the district.

The 69 parcels outside the District boundaries adjacent to or across streets or alleys from assessed parcels within the District as well as the 1 non-identified, non-assessed parcel within the District can reasonably be assumed to receive some indirect general benefit as a result of PBID funded programs, services and improvements. Based on over 30 years of assessment engineering experience, it is the opinion of this Assessment Engineer that a benefit factor of 1.0 be attributed to the 432 identified assessed parcels within the District; a benefit factor of 0.1 be attributed to general benefits conferred on the 13 commercial parcels adjacent to or across a street or alley from the proposed renewed ODMD as well as the 1 non-assessed parcel within the ODMD; and a benefit factor of 0.01 be attributed to general benefits conferred on the 57 residential, non-profit and public parcels adjacent to or across a street or alley from the proposed renewed ODMD. The cumulative dollar value of this general benefit type equates to \$2,473 (\$1,719+ \$754) as delineated in the Table below.

“Spillover” General Benefits

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Assessed Parcels In	432	1.00	432.00	99.5690%	\$571,274
Commercial Perimeter Parcels Out; Non-Assessed In	13	0.10	1.30	0.2996%	\$1,719
Other Perimeter Parcels Out	57	0.01	0.57	<u>0.1314%</u>	<u>\$754</u>
TOTAL			433.87	100.00%	\$573,747

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of general benefits conferred on assessed parcels within the District, the public at large and parcels outside the District equates to \$10,107 (\$1,428 + \$6,206 + \$2,473) or 1.74% of the total adjusted costs. This leaves a value of 98.26% assigned to special benefit related costs. For the purposes of this analysis, the general benefit value of 1.74% will be conservatively rounded up to 2.0% or \$11,659. The general benefit value of \$11,659 when added to the special benefit value of \$571,274 (Year 1 –2025 assessments) equates to a total adjusted Year 1 – 2025 program cost of \$582,933. Remaining costs that are attributed to general benefits will need to be derived from other sources. A comparison of special and general benefit funding sources is shown in the Table below.

Special and General Benefit Revenue Sources

Revenue Source	Revenue	% of Total
District Assessments	\$571,274	98.0%
Grants, donations, sponsors, program income, etc.	\$11,659	2.0%
TOTAL	\$582,933	100.0%

A breakdown of projected special and general benefit costs for each year of the 5-year renewal term is shown in the following Table:

5 Year Special + General Benefit Costs

YR	PROGRAM CATEGORY	SPECIAL BENEFIT ASSESSMENT COSTS	GENERAL BENEFIT NON- ASSESSMENT COSTS	TOTAL ADJUSTED COSTS	% OF TOTAL
1	CIVIL SIDEWALKS	\$335,000	\$6,836	\$341,836	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$82,000	\$1,674	\$83,674	14.3539%
	ORGANIZATION	<u>\$154,274</u>	<u>\$3,149</u>	<u>\$157,423</u>	<u>27.0053%</u>
	Total	\$571,274	\$11,659	\$582,933	100%
2	CIVIL SIDEWALKS	\$351,750	\$7,178	\$358,928	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$86,100	\$1,758	\$87,858	14.3539%
	ORGANIZATION	<u>\$161,988</u>	<u>\$3,306</u>	<u>\$165,294</u>	<u>27.0053%</u>
	Total	\$599,838	\$12,242	\$612,080	100%
3	CIVIL SIDEWALKS	\$369,338	\$7,537	\$376,875	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$90,405	\$1,846	\$92,251	14.3539%
	ORGANIZATION	<u>\$170,087</u>	<u>\$3,471</u>	<u>\$173,558</u>	<u>27.0053%</u>
	Total	\$629,830	\$12,854	\$642,684	100%
4	CIVIL SIDEWALKS	\$387,805	\$7,914	\$395,719	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$94,925	\$1,938	\$96,863	14.3539%
	ORGANIZATION	<u>\$178,591</u>	<u>\$3,645</u>	<u>\$182,236</u>	<u>27.0053%</u>
	Total	\$661,321	\$13,497	\$674,818	100%
5	CIVIL SIDEWALKS	\$407,195	\$8,310	\$415,505	58.6409%
	DISTRICT IDENTITY & PLACEMAKING	\$99,671	\$2,035	\$101,706	14.3539%
	ORGANIZATION	<u>\$187,521</u>	<u>\$3,827</u>	<u>\$191,348</u>	<u>27.0053%</u>
	Total	\$694,387	\$14,172	\$708,559	100%

DISTRICT WORK PLAN

Overview

The Programs and activities to be funded by the ODMD include civil sidewalks, district identity/placemaking and organization. The property uses within the boundaries of the District that will receive special benefits from District funded programs, services and improvements are currently a unique mix of retail, restaurant, service, office, government, residential and parking. District funded activities are primarily designed to provide special benefits as described below to identified assessed parcels and array of land uses within the boundaries of the District.

These benefits are particular and distinct to each and every identified assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the District. These programs, services and improvements will only be provided to each individual assessed parcel within the District boundaries and, in turn, confer proportionate "special benefits" to each assessed parcel.

In the case of the ODMD, the very nature of the purpose of this District is to fund supplemental programs, services and improvements to assessed parcels within the District boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. The City of Oxnard does not provide these supplemental programs and services. All benefits derived from the assessments to be levied on assessed parcels within the District are for services, programs and improvements directly benefiting each individual assessed parcel within the District. No District funded services, activities or programs will be provided outside of the District boundaries.

The projected program special benefit cost allocation of the District assessment revenues for the 5-year District term assuming a 5% maximum annual assessment rate increase is shown in the Table on page 15 of this Report.

WORK PLAN DETAILS

The programs, services and improvements to be provided by the ODMD include civil sidewalks, district identity/placemaking and organization. Each of these work plan elements are designed to add to the cohesive mixed-use urban fabric of Downtown Oxnard and assist in its economic success and vitality. The assessed parcels in the PBID will specially benefit from the District programs in the form of increased commerce and vitality through meeting the ODMD goals: to improve security, cleanliness, beautification, landscaping, livability and to attract and retain businesses and services, generate more pedestrian and visitor traffic and to increase commerce and improve the economic viability of each assessed parcel.

The following programs, services and improvements are proposed by the ODMD to specially benefit each and every individually assessed parcel within the District boundaries. ODMD services, programs and improvements will not be provided to parcels outside the District boundary.

Civil Sidewalks

Civil Sidewalks includes maintenance and safety (“clean and safe”) services in public sidewalk areas adjacent to assessed parcels in ODMD. The maintenance portion of the Civil Sidewalks category

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

includes regular maintenance of public areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. These services include:

- Clean Team 6-days per week
- litter and illegal dumping pickup
- graffiti and illegal sticker/poster removal
- check/empty 130+ sidewalk trash bins
- check, sweep, and secure trash enclosures
- removal of transient discards, including shopping carts, bio-waste
- sidewalk scrubbing/steam cleaning
- curb line block face sweeping
- tree pruning
- weed abatement
- visitor assistance

The maintenance portion of the Civil Sidewalks work plan component is designed to specially benefit and improve the aesthetic appeal of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Maintenance services will only be provided for identified and assessed parcels located within the PBID boundaries.

The maintenance portion of the Civil Sidewalks work plan component will assist in creating a clean environment for each assessed parcel in the District. A dirty environment deters commerce and may fail to attract patrons, residents and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly/non-profit owned/occupied parcels, District funded clean programs and services provide these parcels with enhanced facility entrances and perimeters and better public/non-profit facilities in turn for their employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of assessed residential use parcels, District funded clean programs and services are designed to improve the appearance of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the clean programs and services which will only be provided to, and for the direct special benefit of, each identified assessed parcel within the proposed renewed District boundaries.

Safety

The safety portion of the Civil Sidewalks work plan category includes regular security of areas adjacent to each assessed parcel for the special benefit of each identified and assessed parcel and land use within ODMD. The safety portion of the Civil Sidewalks work plan component includes:

- daily bike & truck Safety Patrol
- loitering & trespassing subject removal
- Crime prevention awareness campaigns
- street light outage reporting and repair orders

The safety portion of the Civil Sidewalks work plan component is designed to specially benefit and improve the security of each identified and assessed parcel within the PBID and attract more customers, clients, employees, tenants and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. Safety services will only be provided for identified and assessed parcels located within the proposed renewed PBID boundaries.

The safety portion of the Civil Sidewalks work plan component will assist in creating a safe and secure environment for each assessed parcel in the District. An unsafe environment deters commerce and may fail to attract patrons, residents and visitors, and reduce rents and occupancies. For parcels with general commercial, retail, restaurant, office and commercial parking uses, this activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, and may increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly/non-profit owned/occupied parcels, District funded safe programs and services provide these parcels with safer and enhanced facility entrances and perimeters and better public/non-profit facilities in turn for their employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of assessed residential use parcels, District funded safe programs and services are designed to improve the security of entrances and perimeters for the special benefit of each assessed residential parcel and in turn their tenants, visitors and owners, which, in turn, may increase occupancies and rental income. Each assessed parcel will specially benefit from the safe programs and services which will only be provided to, and for the direct benefit of, each identified assessed parcel within the District boundaries

District Identity/Placemaking

This work plan category includes regular marketing and image enhancement programs and services for the special benefit of each assessed parcel and land use within ODMD by creating a unique, marketable District identity. This work plan category also includes placement of, and care for, a variety of physical improvements and amenities within the public streetscape areas within ODMD for the special benefit of each identified and assessed parcel and land use within ODMD by creating a unique and marketable “sense of place”. The District Identity/Placemaking work plan component includes:

- daily updated responsive website DowntownOxnard.org
- integrated social media promotion – Facebook, Instagram, Twitter, YouTube
- produced and sponsored live events (e.g. First Thursdays, Cruise Night, Halloween, etc.)
- district advertising, newsletters, press releases, media relations, original photo library
- Marketing Committee support for merchant coordinated promotions
- assist prospective businesses with referrals to leasable properties
- permit processing assistance

Also included are:

- district-wide holiday streetlamp décor
- 162 sidewalk flower planters
- Historic Plaza Park hanging flower baskets
- public art – utility box painting and temporary murals
- street banner program (88 street poles)

The District Identity/Placemaking work plan component is designed to specially benefit and improve the image of each assessed parcel within the PBID and attract more customers, clients, employees, tenants, residents and investors which potentially would increase business volumes, sales transactions, occupancies, rental income and attractiveness of investments. District Identity/Placemaking programs and services will only be provided for identified and assessed parcels located within the PBID boundaries.

For parcels with general commercial, retail, restaurant, office and commercial parking uses, District Identity/Placemaking services and programs are specifically designed to attract more customers, employees, tenants and investors for the special benefit of assessed parcels as a result of marketing assessed parcels and the goods and services and spaces available on these assessed parcels. This in turn, is intended to increase business volumes, sales transactions, commercial occupancies, commercial rental income and investment return. In the case of publicly/non-profit owned/occupied parcels that are assessed for these programs, District Identity/Placemaking creates better public/non-profit facilities and services on these assessed parcels by fostering better informed public/non-profit employees, visitors, vendors and users of these public/non-profit facilities. Further, in the case of residential use parcels, District Identity/Placemaking specially benefits each assessed residential parcel and creates better informed tenants, visitors and owners, which, in turn, enhance livability and may increase residential occupancies and rental income. District Identity/Placemaking services and programs will only be provided to, and for the direct and special benefit of, each identified assessed parcel within the District.

Organization

This work plan category includes professional management and related corporate operation costs of providing PBID funded services, programs and improvements for the special benefit of each identified and assessed parcel and land use within ODMD. The Organization work plan component includes:

- staff and full service office to manage PBID programs, projects, compliance reporting.
- full service office to assist property and business owners with District-related needs
- advocacy and representation of member interests on District issues and needs
- Organize “town hall” forums and advocacy on topics such as homeless solutions, Vision Plan

Organization also includes legal, accounting, insurance, production of the Annual Planning Report and Budget and quarterly reports, facilitation of meetings of the Owners’ Association, Brown Act compliance, outreach to District property and business owners, and participation in professional peer/best practice forums such as the California Downtown Association or the International Downtown Association. It also covers the costs associated with District renewal. A portion of the Organization budget is held in reserve to offset delinquent and/or slow assessment payments.

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The Organization component is key to the proper expenditure of District assessment funds and the administration of District programs and activities for the special benefit of all parcels and land uses within the ODMD. The Organization work plan component exists only for the purposes of the District and directly relates to the implementation of Civil Sidewalks and District Identity/Placemaking services, programs and improvements which specially benefit each identified assessed parcel within the District boundaries.

In summary, all District funded services, programs and improvements described above confer proportionate special benefits to identified assessed parcels inside the District boundaries and none will be provided outside of the District. Each assessed parcel within the ODMD will proportionately specially benefit from Civil Sidewalks, District Identity/Placemaking and Organization. These services, programs and improvements are intended to improve commerce, employment, livability, rents, occupancy rates and investment viability of assessed parcels, businesses and residents within the ODMD by deterring crime, reducing litter and debris, making capital improvements and professionally marketing goods, services and spaces available within the District, all considered necessary in a competitive properly managed contemporary mixed-use business district. All District funded services programs and improvements are considered supplemental, above normal base level services provided by the City of Oxnard and are only provided for the special benefit of each and every assessed parcel within the boundaries of the ODMD.

WORK PLAN BUDGET

Each identified assessed parcel within the ODMD will be assessed the full amount of the proportionate special benefit conferred upon it based on the level of District funded services provided. The projected District program special benefit (assessment) cost allocation budget for Year 1 (2025), is shown in the following Table:

ODMD Year 1 (2025) Special Benefit Assessment Budget

WORK PLAN CATEGORY	ALLOCATION	%
CIVIL SIDEWALKS	\$335,000	59%
DISTRICT IDENTITY & PLACEMAKING	\$82,000	14%
ORGANIZATION	\$154,274	27%
TOTAL	\$571,274	100%

In order to carry out the District programs outlined in the previous section, a Year 1 assessment budget of \$571,274 is projected. Since the District is planned for a 5-year term, projected program costs for future years (Years 2-5) are set at the inception of the District. While future inflationary and other program cost increases are unknown at this point, a built in maximum increase of 5% per annum, commensurate to special benefits received by each assessed parcel, is incorporated into the projected program costs and assessment rates for the 5-year District term. It is noted that the 5% maximum annual rate increase is deemed necessary in order to offset substantial service and improvement cost increases projected over the next several years and to provide levels of service and types of improvements expected and requested by District stakeholders. Carryovers, if any, may be reapportioned the following

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year for related programs, services and improvements. Detailed annual budgets will be prepared by the Owner’s Association Board and included in an Annual Plan for the City Council’s review and approval.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year during the 5-year term of the proposed renewed District. Accordingly, the Owners’ Association shall have the ability to reallocate budget line items within the budget categories based on such cost fluctuations subject to the review and approval by the Owners’ Association Board and included in the Annual Planning Report that will be approved by the Oxnard City Council pursuant to Streets and Highways Code Section 36650. Any accrued interest or delinquent payments may be expended in any budget category. A 5-year projected ODMD budget is shown in the following Table:

YEAR 1-5 PROJECED DISTRICT ASSESSMENT BUDGET SUMMARY (Special Benefit Costs)

(Assumes 5% max rate increase per year)

YR	CIVIL SIDEWALKS	DISTRICT IDENTITY & PLACEMAKING	ORGANIZATION	TOTAL
	58.6409%	14.3539%	27.0053%	100.00%
1	\$335,000	\$82,000	\$154,274	\$571,274
2	\$351,750	\$86,100	\$161,988	\$599,838
3	\$369,338	\$90,405	\$170,087	\$629,830
4	\$387,805	\$94,925	\$178,591	\$661,321
5	\$407,195	\$99,671	\$187,521	\$694,387

The ODMD assessments may increase for each individual parcel each year during the 5-year effective operating period, but not to exceed 5% per year, commensurate to special benefits received by each assessed parcel, and must be approved by the Owners’ Association Board of Directors, included in the Annual Planning Report and adopted by the City of Oxnard City Council. The Owners’ Association Board of the Directors (“Property Owner’s Association of the ODMD) shall determine the percentage increase to the annual assessment. The Owners’ Association Executive Director shall communicate the annual increase to the City each year in which the District operates at a time determined in the Administration Contract held between the Owners’ Association and the City of Oxnard.

No bonds are to be issued in conjunction with the proposed renewed District.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the 5th year of operation will be rolled over into the renewal budget or returned to stakeholders. District assessment funds may be used to pay for costs related to the following District renewal term. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

Finding 3. From Section 4(a): “(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified assessed parcel within the district will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the proposed renewed ODMD (i.e., civil sidewalks, district identity/placemaking and organization). It is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage, except as noted otherwise herein, within one benefit zone.

The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional to each and every other identified assessed parcel within the district. Larger buildings and parcels and/or ones with larger frontages are expected to impact the demand for services and programs to a greater extent than smaller building, land and/or street frontages and thus, are assigned a greater proportionate degree of assessment program and service costs. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed as an attachment to the Management District Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) is computed by dividing the individual parcel assessment by the total special benefit program costs.

Finding 4. From Section 4(a): “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the proposed renewed ODMD, they are also considerably less than other options considered by the ODMD Renewal Committee. The actual assessment rates for each parcel within the District directly relate to the level of service and, in turn, special benefit to be conferred on each parcel based on the respective building area, land area and street frontage of each parcel within one benefit zone, except as noted otherwise herein.

Finding 5. From Section 4(a): “Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment.....”

The State Constitution - Article 13D (Proposition 218) states that “parcels within a District that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly-owned parcels in fact receive no special benefit.”

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There are 154 publicly owned parcels within ODMD, all of which are identified and assessable for which District funded special benefit programs, services and improvements will be provided. All 154 of the assessed publicly owned parcels are owned by the City of Oxnard, including the Oxnard Parking Authority and the Oxnard Housing Authority. It is noted that the only publicly owned parcel within ODMD not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct PBID funded special benefit services, programs and improvements will be provided adjacent to this parcel.

For all other publicly owned/occupied parcels and facilities within ODMD, each of these parcels specially benefit from District funded programs services and improvements. The special benefits include cleaner and safer facility entrances and perimeters for their employees, visitors, tenants, vendors and other users of these public locations and facilities. Publicly owned parcels and facilities will be included in all maps, directories and District advertisements and web displays and are active components of Downtown Oxnard’s identity and fabric.

ODMD services are designed to improve the safety and cleanliness for visitors, employees, tenants and users of public facilities on publicly owned parcels within the District by deterring crime and reducing litter and debris, each considered detractions to employment, visitation and use of public facilities if not contained and properly managed. In turn, these services will serve to enhance the public service levels provided by public facilities and parcels within ODMD.

Each identified and assessable publicly owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for public building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not proportionately specially benefit from ODMD funded programs, services and improvements as delineated herein and, thus, will be assessed similar to privately owned parcels, except as noted herein.

Finding 6. From Section 4(b): “All assessments must be supported by a detailed engineer’s report prepared by a registered professional engineer certified by the State of California”.

This report serves as the “detailed engineer’s report” to support the benefit property assessments proposed to be levied within the proposed renewed ODMD.

Finding 7. From Section 4(c): “The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated.”

The individual and total parcel assessments attributable to special property benefits are shown in Appendix 1 to the Management District Plan and this Report. The proposed renewed District and resultant assessment levies will continue for 5-years and may be renewed again at that time. The reasons (purposes) for the proposed assessments are outlined in Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed to building area, land area and street frontage, except as noted herein, within one benefit zone.

Assessment Formula Methodology

Step 1. Select “Basic Benefit Unit(s)”

Background – Generic Assessment Formula Development

The method used to determine special benefits derived by each identified assessed property within a PBID begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the ODMD, the benefit unit may be measured in linear feet of street frontage or parcel size in square feet or building size in square feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise determined. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by the PBID in order to determine any levels of different benefit that may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different “weights” or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, District administration and ancillary program costs, are estimated. It is noted, as stipulated in Article XIID Section 4(b) of the California Constitution, and now required of all property-based assessment Districts, indirect or general benefits costs may not be incorporated into the assessment formula and levied on the District properties; only direct or “special” benefits and costs may be considered. Indirect or general benefit costs, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a “net” cost figure. In addition, Article XIID Section 4(b) of the California Constitution also no longer automatically exempts publicly owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments. (See pages 16- 17 of this Report for discussion regarding assessment of publicly owned parcels within the ODMD).

From the estimated net program costs, the value of a basic benefit unit or “basic net unit cost” can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per parcel. This is known as “spreading the assessment” or the “assessment spread” in that all costs are allocated proportionally or “spread” amongst all benefitting properties within the PBID.

The method and basis of spreading program costs varies from one PBID to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the district.

Proposed ODMD Assessment Formula

Based on the specific needs and corresponding nature of the program activities to be funded by the proposed renewed ODMD (i.e. civil sidewalks, district identity/placemaking and organization) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage, except as noted herein, within one benefit zone.

The “Basic Benefit Units” will be expressed as a combined function of building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”) and street frontage (Benefit Unit “C”). Based on the shape of the proposed ODMD, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage, except as noted herein, within one benefit zone. Special benefit proportionality varies for different land uses/ownership types and assessable property characteristics (units), are adjusted via differing assessment methodologies and multiplier factors. See “Special Circumstances” beginning on page 20 of this Report which delineates special assessment methodologies and factors and how and when they are applied.

For the array of land uses within the PBID, the interactive application of building and land areas and street frontage quantities are a common method of fairly and equitably spreading special benefit costs to these beneficiaries of PBID funded services, programs and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from PBID funded activities. There are no parcels zoned solely residential within ODMD.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, building area, should generate approximately 30% of the total PBID revenue (28.2392% when adjusted for precise parcel measurements, land use factors and program costs).

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 40% of the total PBID revenue (43.4303% when adjusted for precise parcel measurements, land use factors and program costs).

Street Frontage is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities. Street frontage includes all public street frontages of a parcel. In the opinion of this Assessment Engineer, the targeted weight of this factor, street frontage, should generate approximately 30% of the total PBID revenue (28.3305% when adjusted for precise parcel measurements, land use factors and program costs).

Special Circumstances

1. Lower Tier Residential Uses (1-6 non-condominium residential units)

It is the opinion of this Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels and parcels with higher density residential rental units on them do. It is the opinion of this Assessment Engineer that the assessment for parcels with 1-6 residential units on them shall be based on only on exterior building area which is a common method of fairly and equitably spreading special benefit costs to these land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured exterior building area which then produces the number of assessable building area units. This assessment methodology directly relates to the proportionate amount of special benefit each residential parcel with 1-6 units on them will receive from ODMD funded services, programs and improvements for these land uses.

2. Upper Tier Residential Uses (7+ non-condominiums residential units)

It is the opinion of this Assessment Engineer that these land uses do not specially benefit from marketing and promotion activities to the extent that commercial parcels do but more than parcels with 1-6 residential units on them do. It is the opinion of this Assessment Engineer that the assessment for parcels with 7+ residential units on them shall be based on exterior building area, parcel land area and parcel street frontage which is a common method of fairly and equitably spreading special benefit costs to these land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured exterior building area, land area and street frontage which then produces the number of assessable building area units, land area units and street frontage units. This assessment methodology directly relates to the proportionate amount of special benefit each residential parcel with 7+ units on them will receive from ODMD funded services, programs and improvements for these land uses.

3. Mixed-Use (Non-Condominium Commercial and Residential)

It is the opinion of this Assessment Engineer that parcels with non-condominium mixed commercial and residential uses on them will specially benefit from PBID funded programs, services and improvements but different than those with only commercial uses on them. The residential portions of these land uses do not specially benefit from marketing and promotion activities to the extent that commercial uses do. As such, the assessment rates and applicable assessment methodology will be applied based on each land use portion and the area of the parcel they cover. Mixed-use parcels will be assessed for the commercial use portions at commercial rates for the commercial building area, the parcel land area covered by commercial uses and the amount of direct commercial street frontage. The residential land use portions will be assessed based on the residential criteria and methodologies delineated in # 2 and 3 above.

4. Residential Condominiums

It is the opinion of this Assessment Engineer that these land uses do not specially benefit from

marketing and promotion activities to the extent that commercial parcels and other parcels with residential units on them do. It is the opinion of this Assessment Engineer that the assessment for residential condominiums shall be based on only on interior building area which is a common method of fairly and equitably spreading special benefit costs to these unique property ownerships, subdivisions and land uses. Further, a special benefit adjustment factor of 0.5 will be applied to the measured interior building area which then produces the number of assessable building area units. This assessment methodology directly relates to the proportionate amount of special benefit each residential condominium parcel will receive from ODMD funded services, programs and improvements for these land uses.

5. Commercial Condominiums

It is the opinion of this Assessment Engineer that such units, when located solely on ground floors, shall be assessed based on actual land area covered, interior condo building area and direct street frontage or pro-rated street frontage for each unit. Multi-floor commercial condominiums shall be assessed on interior condo building area and pro-rated land area and street frontage as determined by the Assessment Engineer depending on the development configuration. If residential condominiums are part of the development, the residential portions will be assessed based on the residential criteria and methodology delineated in #1 above.

6. Publicly Owned/Occupied Parcels

Each assessable publicly (government) owned parcel and facility within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than privately owned parcels. It is the opinion of this Assessment Engineer that publicly owned parcels and public facilities do not specially benefit to the same extent as privately owned parcels from PBID funded district identity/placemaking services, programs and improvements. To offset this special benefit differential, publicly owned parcels with public facilities on them will not be assessed for publicly used building areas located on these parcels. Publicly owned parcels with non-government uses on them will be assessed for building areas not occupied by government uses and facilities.

It is noted that the only publicly owned parcel not being assessed is the United States Post Office parcel on A Street. The US Attorney General has opined that Federally owned properties are exempt from local taxes and benefit assessments in accordance with the Supremacy Clause of the US Constitution. As such, no direct ODMD funded special benefit services, programs and improvements will be provided adjacent to or for the special benefit of this parcel.

7. Non-Profit Owned and Occupied Parcels

Each identified and assessable non-profit owned parcel and use within ODMD will proportionately specially benefit as delineated herein from the ODMD funded supplemental services, programs and improvements, but differently than other privately owned parcels. It is the opinion of this Assessment Engineer that non-profit owned parcels and uses do not specially benefit to the same extent as other privately owned parcels from district identity/placemaking services, programs and improvements. To offset this special benefit differential, non-profit owned parcels with non-profit uses on them will not be assessed for non-profit used building areas located on these parcels. Non-profit owned parcels with “for-profit” uses on them will be assessed for building areas occupied by “for-profit” uses.

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8. Changes to Building or Parcel Size

Any changes in building size, parcel size and street frontage(s) as a result of new construction or demolition or land adjustments including but not limited to lot splits, consolidations, subdivisions, street dedications, right of way setbacks shall have their assessment adjusted upon final City approval of such parcel adjustments.

9. Other Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new Proposition 218 ballot procedure in order to approve any such changes.

Step 2. Quantify Total Basic Benefit Units

Taking into account all identified specially benefiting parcels within the District and their respective assessable benefit units and land use factors, the assessable quantities and assessment revenues by factor are shown in the following Tables:

Year 1 – 2024/2025 – Gross Quantities

GROSS BLDG AREA (SF)	# OF ASSESABLE PARCELS	GROSS LAND AREA (SF)	GROSS STREET FRONTAGE (LF)
1,277,861	432	3,262,505	30,708

Year 1 – 2024/2025 - Assessable Benefit Units

ASSESSABLE BLDG AREA UNITS	# OF ASSESABLE PARCEL UNITS	ASSESSABLE LAND AREA UNITS	ASSESSABLE STREET FRONTAGE UNITS
1,171,556.50	383.50	3,122,529.41	35,260.37

Year 1 – 2024/25 Projected Assessment Revenue

BLDG ASSMT REVENUE	LAND 1 ASSMT REVENUE	LAND 2 ASSMT REVENUE	STREET FRONTAGE ASSMT REVENUE	TOTAL ASSMT REVENUE
\$161,323.33	\$152,556.30	\$95,549.40	\$161,845.10	\$571,274.13
28.2392%	26.7046%	16.7257%	28.3305%	100.00%

Step 3. Calculate Benefit Units for Each Property.

The number of Benefit Units for each identified benefiting parcel within the proposed renewed ODMD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, building areas, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property-based assessments. All respective property data being used for assessment computations will be provided to each property owner in the District for their review. If a property owner believes there is an error on a parcel’s assessed quantities, the District may confirm the data with the County Assessor’s office. If District data matches Assessor’s data, the property owner may opt to work with the Assessor’s office to correct the data so that the District assessment may be corrected.

Step 4. Determine Assessment Formula

Based on the nature of the programs to be funded as well as other rationale outlined in Step 1 above, it is the opinion of this Engineer that the ODMD assessments will be based on building area, land area, and street frontage except as otherwise noted herein.

The proposed assessment formula is as follows:

Assessment = Assessable Building Area (Unit A) x Unit A Rate, plus
Assessable Land Area (Unit B-1) x Unit B-1 Rate, plus
Assessable Land Area (Unit B-2) x Unit B-2 Rate, plus
Assessable Street Frontage (Unit C) x Unit C Rate

YEAR 1 –2024/25 Assessment Rates

BLDG ASSMT RATE (\$/UNIT A)	LAND ASSMT RATE 1 (\$/UNIT B-1)	LAND ASSMT RATE 2 (\$/UNIT B-2)	FRONTAGE ASSMT RATE (\$/UNIT C)
\$0.1377	\$397.80	\$0.0306	\$4.59

The complete Year 1 – 2024-25 assessment roll of all parcels to be assessed by this District is included in this Report as Appendix I.

Assessment Formula Unit Rates

Using figures from the Assessable Benefit Units Table and the Projected Assessment Revenue Table on page 22 of this Report, the assessment rates and weighted multipliers for each factor are calculated as follows:

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Building Area Rate (Unit A)

$$(\$571,274.14 \times 28.2392\%)/1,171,556.50 \text{ units} = \$0.1377/\text{Building Unit A}$$

Land Area Rate (Unit B-1)

$$(\$571,274.14 \times 26.7046\%)/383.50 \text{ units} = \$397.80/\text{Land Unit B-1}$$

Land Area Rate (Unit B-2)

$$(\$571,274.14 \times 16.7257\%)/3,122,529.41 \text{ units} = \$0.0306/\text{Land Unit B-2}$$

Street Frontage Rate (Unit C)

$$(\$571,274.14 \times 28.3305\%)/35,260.37 \text{ units} = \$4.59 \text{ Street Frontage Unit C}$$

Step 5. Estimate Total District Costs

The total projected 5-year special benefit costs for 2025 – 2029 of the District are shown in the Table on page 15 of this Report assuming a maximum increase of 5% per year, commensurate to special benefits received by each assessed parcel.

Step 6. Separate General Benefits from Special Benefits and Related Costs (Article XIID Section 4(b) of the California Constitution – Proposition 218)

Total Year 1 adjusted costs are estimated at \$582,933. General benefits are factored at 2.0% of the total adjusted costs (see Finding 2 on pages 5-9 of this Report) with special benefits set at 98.0%. Article XIID Section 4(b) of the California Constitution limits the levy of property assessments to costs attributed to special benefits only. The 2.0% general benefit cost is computed to be \$11,659 with a resultant 98.0% special benefit limit computed at \$571,274. Based on current property data and land uses, this is the maximum amount of Year 1 (2024-25) revenue that can be derived from property assessments from the subject District.

All program costs associated with general benefits will be derived from sources other than District assessments. Sample “other” revenue sources are shown in the following Table:

Special and General Benefit Revenue Sources

Revenue Source	Revenue	% of Total
District Assessments (Special Benefit Costs)	\$571,274	98.0 %
Grants, donations, sponsors, program income, etc. (General Benefit Costs)	\$11,659	2.0%
TOTAL	\$582,933	100.0%

Step 7. Calculate “Basic Unit Cost”

With a YR 1 - 2020 assessment revenue portion of the budget set at \$571,274 (special benefit only), the Basic Unit Costs (rates) are shown earlier in Step 4. Since the District is proposed to be renewed for a 5-year term, maximum assessments for future years (2026-2029) must be set at the inception of the proposed renewed District. An annual inflationary assessment rate increase of up to 5%, commensurate to special benefits received by each assessed parcel, may be imposed for future year assessments, on approval by the District Property Owner’s Association. The maximum assessment rates for the 5-year proposed renewed District term of 2025-2029 are shown in the Table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for each year of the proposed renewed District term (2025-2029).

**ODMD – 5 Year Maximum Assessment Rates
(Includes a 5%/Yr. Max Increase)**

YEAR	BLDG ASSMT RATE (\$/UNIT)	LAND ASSMT RATE 1 (\$/UNIT)	LAND ASSMT RATE 2 (\$/UNIT)	FRONTAGE ASSMT RATE (\$/UNIT)
1	\$0.1377	\$397.8000	\$0.0306	\$4.5900
2	\$0.1446	\$417.6900	\$0.0321	\$4.8195
3	\$0.1518	\$438.5745	\$0.0337	\$5.0605
4	\$0.1594	\$447.3460	\$0.0344	\$5.3135
5	\$0.1674	\$456.2929	\$0.0351	\$5.5792

SAMPLE ASSESSMENT CALCULATION:

A 7,000 square foot lot with 50 linear feet of street frontage and a 5,000 square foot building on it

Bldg Area	= 5,000 SF x \$0.1377	= \$ 688.50
Land Area	= 7,000 SF x \$0.0306 SF + \$397.80	= \$ 612.00
Street Frontage	= 50 LF x \$4.59/LF	= \$ 229.50
TOTAL YEAR 1 ASSESSMENT		= <u>\$1,530.00</u>

Per Month	= \$ 128/Month
Per Day	= \$4.25/Day

The complete Year 1 – 2024-25 assessment roll of all parcels to be assessed by this PBID is included in this Report as Appendix I.

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the District are shown in the Management District Plan and were determined by applying the District assessment formula to each identified benefiting property.

Miscellaneous District Provisions

Time and Manner of Collecting Assessments:

Assessments for the Property Tax Year beginning July 1, 2024 and ending June 30, 2029, shall be collected at the same time and in the same manner as ad valorem taxes paid to the Ventura County (Operation Years 2025-2029). The District assessments shall appear as a separate line item on the property tax bills issued by the Ventura County Assessor. The City of Oxnard is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Management District Plan.

Bonds:

No bonds are to be issued in conjunction with this proposed renewed District.

Duration

As allowed by State PBID Law, the District will have a five (5) year operational term from January 1, 2025 to December 31, 2029. The proposed renewed District operation is expected to begin services on January 1, 2025. If the District is not renewed, services will end on December 31, 2029.

APPENDIX 1

ODMD YR 1 – 2024/2025 ASSESSMENT ROLL

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

APN			SITE ADDRESS	2024-25 TOTAL ASSMT	% OF TOTAL
2010113110	202	S	OXNARD BL	\$3,971.91	0.695%
2010160010		N	OXNARD BL	\$703.80	0.123%
2010160020		E	FOURTH ST	\$666.56	0.117%
2010160030		E	FOURTH ST	\$1,877.31	0.329%
2010160040		E	FOURTH ST	\$500.71	0.088%
2010160050		E	FOURTH ST	\$927.18	0.162%
2010160060		E	FOURTH ST	\$468.18	0.082%
2010160070		E	FOURTH ST	\$789.48	0.138%
2010160080		E	FOURTH ST	\$729.81	0.128%
2010160090		E	FOURTH ST	\$704.57	0.123%
2010160100		E	FOURTH ST	\$795.60	0.139%
2010160110		E	FOURTH ST	\$983.18	0.172%
2010160120	400	S	OXNARD BL	\$826.20	0.145%
2010160130		E	FOURTH ST	\$1,358.64	0.238%
2010160170	344	S	OXNARD BL	\$1,604.21	0.281%
2010160180	330	S	OXNARD BL	\$1,818.48	0.318%
2010160190	332	S	OXNARD BL	\$1,040.34	0.182%
2010160200	320	S	OXNARD BL	\$2,024.80	0.354%
2010160220	300	S	OXNARD BL	\$1,170.08	0.205%
2010160250	350	S	OXNARD BL	\$1,175.81	0.206%
2010160260	350	S	OXNARD BL	\$2,270.29	0.397%
2010211010	134		ENTERPRISE ST	\$2,040.26	0.357%
2010211040			META ST	\$497.77	0.087%
2010211110		E	FIFTH ST	\$911.12	0.159%
2010211120		E	FIFTH ST	\$772.04	0.135%
2010211130		E	FIFTH ST	\$584.92	0.102%
2010211140		E	FIFTH ST	\$584.92	0.102%
2010211155	135	E	FIFTH ST	\$584.92	0.102%
2010211170	115	E	FIFTH ST	\$1,940.32	0.340%
2010211180	111	E	FIFTH ST	\$1,419.23	0.248%
2010211190	450	S	OXNARD BL	\$1,649.16	0.289%
2010211200	446	S	OXNARD BL	\$1,686.83	0.295%
2010211210	430	S	OXNARD BL	\$1,688.20	0.296%
2010211225		E	FIFTH ST	\$468.00	0.082%
2010211230		E	FIFTH ST	\$697.50	0.122%
2010211300	136		ENTERPRISE ST	\$597.77	0.105%
2010211360			META ST	\$1,197.55	0.210%
2010211380			ENTERPRISE ST	\$1,407.60	0.246%
2010212010	512	S	OXNARD BL	\$1,614.41	0.283%
2010212020	106	E	FIFTH ST	\$1,393.77	0.244%
2010212030	114	E	FIFTH ST	\$1,386.88	0.243%
2010212060	144	E	FIFTH ST	\$1,318.03	0.231%
2010212070	154	E	FIFTH ST	\$1,479.13	0.259%
2010212140	127	E	SIXTH ST	\$1,371.03	0.240%
2010212150	550	S	OXNARD BL	\$3,128.24	0.548%
2010212165	604	S	OXNARD BL	\$1,698.68	0.297%
2010212170	546	S	OXNARD BL	\$1,743.44	0.305%
2010212180	532	S	OXNARD BL	\$1,032.75	0.181%
2010212190	528	S	OXNARD BL	\$1,063.35	0.186%
2010212200	523		META ST	\$784.13	0.137%
2010212230	128	E	FIFTH ST	\$1,249.18	0.219%
2010212260	136	E	FIFTH ST	\$1,899.51	0.333%
2010212270	511		META ST	\$3,959.85	0.693%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2010213010	200	E	FIFTH ST	\$1,243.32	0.218%
2010213020	204	E	FIFTH ST	\$754.63	0.132%
2010213030	210	E	FIFTH ST	\$935.01	0.164%
2010213075	238	E	FIFTH ST	\$582.50	0.102%
2010213080			META ST	\$1,256.68	0.220%
2010213090	536		META ST	\$1,325.65	0.232%
2010213100	538		META ST	\$684.09	0.120%
2010213110	235	E	SIXTH ST	\$1,531.93	0.268%
2010213120	209	E	SIXTH ST	\$106.99	0.019%
2010213130		E	SIXTH ST	\$1,153.62	0.202%
2010213140	544		META ST	\$602.99	0.106%
2010213150			META ST	\$566.12	0.099%
2010213160	214-228	E	FIFTH ST	\$2,629.99	0.460%
2010214010			ENTERPRISE ST	\$844.56	0.148%
2010214020	200		ENTERPRISE ST	\$3,294.18	0.577%
2010214030	480		META ST	\$2,309.08	0.404%
2010214040	235	E	FIFTH ST	\$2,897.16	0.507%
2010271030	638		META ST	\$684.09	0.120%
2010271040	634		META ST	\$646.43	0.113%
2010271060	616		META ST	\$703.80	0.123%
2010271070	612		META ST	\$909.59	0.159%
2010271080	600		META ST	\$1,279.08	0.224%
2010271090		E	SIXTH ST	\$627.30	0.110%
2010271100	220	E	SIXTH ST	\$856.80	0.150%
2010271110	224	E	SIXTH ST	\$856.80	0.150%
2010271160	235	E	SEVENTH ST	\$883.48	0.155%
2010271170	234	E	SIXTH ST	\$1,463.63	0.256%
2010271180	650		META ST	\$2,957.18	0.518%
2010272010	155	E	SEVENTH ST	\$1,457.33	0.255%
2010272020		E	SEVENTH ST	\$642.60	0.112%
2010272030	141	E	SEVENTH ST	\$642.60	0.112%
2010272040	131	E	SEVENTH ST	\$887.40	0.155%
2010272050	125	E	SEVENTH ST	\$887.40	0.155%
2010272060	658	S	OXNARD BL	\$1,797.75	0.315%
2010272070	656	S	OXNARD BL	\$841.50	0.147%
2010272080	650	S	OXNARD BL	\$841.50	0.147%
2010272090	638	S	OXNARD BL	\$1,063.35	0.186%
2010272100	626	S	OXNARD BL	\$1,736.55	0.304%
2010272110	620	S	OXNARD BL	\$992.40	0.174%
2010272120	610-612	S	OXNARD BL	\$1,361.04	0.238%
2010272140	128	E	SIXTH ST	\$627.30	0.110%
2010272150	128	E	SIXTH ST	\$1,906.38	0.334%
2010272160	140	E	SIXTH ST	\$844.18	0.148%
2010272170	150	E	SIXTH ST	\$856.80	0.150%
2010272180	154	E	SIXTH ST	\$1,487.93	0.260%
2010272190	629		META ST	\$55.08	0.010%
2010272200			META ST	\$589.05	0.103%
2010272210			META ST	\$474.30	0.083%
2010272220	633		META ST	\$1,814.58	0.318%
2010272230	600	S	OXNARD BL	\$1,832.36	0.321%
2010360110	126	E	SEVENTH ST	\$1,751.61	0.307%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020052060	143	S	B ST	\$1,392.30	0.244%
2020052070		S	B ST	\$841.50	0.147%
2020052080		S	B ST	\$1,190.34	0.208%
2020052090		W	SECOND ST	\$691.56	0.121%
2020054010	216	W	FIRST ST	\$1,219.41	0.213%
2020054020	111	S	A ST	\$841.50	0.147%
2020054030		S	A ST	\$841.50	0.147%
2020054040		S	A ST	\$841.50	0.147%
2020054050	141	S	A ST	\$3,157.92	0.553%
2020054060	155	S	A ST	\$3,511.35	0.615%
2020054090	136	S	B ST	\$841.50	0.147%
2020054100	122	S	B ST	\$242.21	0.042%
2020054110	118	S	B ST	\$962.37	0.168%
2020054120	110	S	B ST	\$185.90	0.033%
2020054130	254	W	FIRST ST	\$1,828.35	0.320%
2020054145			B ST	\$1,384.65	0.242%
2020056030	141	S	OXNARD BL	\$2,149.65	0.376%
2020056040	155	S	OXNARD BL	\$2,181.78	0.382%
2020056060	156	S	A ST	\$963.90	0.169%
2020056080	150	S	A ST	\$895.05	0.157%
2020056090	144	S	A ST	\$841.50	0.147%
2020056100	138	S	A ST	\$963.90	0.169%
2020056110	134	S	A ST	\$791.78	0.139%
2020056120	132	S	A ST	\$1,530.00	0.268%
2020056130	122	S	A ST	\$1,075.59	0.188%
2020056140	110	S	A ST	\$1,461.15	0.256%
2020056150	136	W	FIRST ST	\$2,034.90	0.356%
2020056160	135	W	SECOND ST	\$2,379.15	0.416%
2020056170	111	S	OXNARD BL	\$3,534.30	0.619%
2020081010	201	S	C ST	\$1,484.10	0.260%
2020081020	211	S	C ST	\$841.50	0.147%
2020081100	260	S	D ST	\$1,257.66	0.220%
2020081160	208	S	D ST	\$841.50	0.147%
2020081170	200	S	D ST	\$1,484.10	0.260%
2020081180	231	S	C ST	\$856.80	0.150%
2020081190		S	C ST	\$856.80	0.150%
2020081200		S	C ST	\$856.80	0.150%
2020081210	251	S	C ST	\$856.80	0.150%
2020081220		S	C ST	\$856.80	0.150%
2020081230		W	THIRD ST	\$1,499.40	0.262%
2020081240		S	D ST	\$639.54	0.112%
2020081250		S	D ST	\$856.80	0.150%
2020081260		S	D ST	\$856.80	0.150%
2020081270		S	D ST	\$856.80	0.150%
2020081280		S	D ST	\$856.80	0.150%
2020081290	210	S	D ST	\$856.80	0.150%
2020083030	321	S	C ST	\$1,381.28	0.242%
2020083040	327	S	C ST	\$68.85	0.012%
2020083050	331	S	C ST	\$1,668.82	0.292%
2020083060	345	S	C ST	\$1,202.15	0.210%
2020083070	361	S	C ST	\$1,332.63	0.233%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020083210	301	S	C ST	\$2,381.97	0.417%
2020083220	418	W	THIRD ST	\$918.00	0.161%
2020085030	431	S	C ST	\$843.41	0.148%
2020085040	437	S	C ST	\$904.70	0.158%
2020085050	441	S	C ST	\$3,681.58	0.644%
2020085190	418	W	FOURTH ST	\$845.33	0.148%
2020085200	401	S	C ST	\$2,044.08	0.358%
2020091100		S	C ST	\$841.50	0.147%
2020091370	351	W	THIRD ST	\$1,927.80	0.337%
2020091380		W	SECOND ST	\$1,063.96	0.186%
2020091390	206	W	SECOND ST	\$12,485.99	2.186%
2020091400	214	W	SECOND ST	\$3,907.38	0.684%
2020092030		S	B ST	\$483.48	0.085%
2020092040		S	B ST	\$755.82	0.132%
2020092050	343	S	B ST	\$1,296.60	0.227%
2020092060	351	S	B ST	\$1,322.62	0.232%
2020092070	361	S	B ST	\$2,448.00	0.429%
2020092120	320	S	C ST	\$841.50	0.147%
2020092130	310	S	C ST	\$1,365.59	0.239%
2020092140	330	W	THIRD ST	\$2,310.30	0.404%
2020092170	300	W	THIRD ST	\$6,359.32	1.113%
2020092180	344	S	C ST	\$2,180.25	0.382%
2020092190	350	S	C ST	\$3,028.47	0.530%
2020094010	301	S	A ST	\$2,092.12	0.366%
2020094020	309	S	A ST	\$1,226.45	0.215%
2020094035	325	S	A ST	\$2,649.96	0.464%
2020094040	327-337	S	A ST	\$2,099.16	0.367%
2020094050	339	S	A ST	\$1,276.02	0.223%
2020094060	345	S	A ST	\$1,523.88	0.267%
2020094080	361	S	A ST	\$2,073.12	0.363%
2020094140	324	S	B ST	\$1,373.94	0.241%
2020094155		S	B ST	\$416.16	0.073%
2020094160		S	B ST	\$416.16	0.073%
2020094170		S	B ST	\$823.14	0.144%
2020094185		W	THIRD ST	\$789.48	0.138%
2020094195		S	B ST	\$1,536.12	0.269%
2020094205		S	B ST	\$434.52	0.076%
2020094215	365	S	B ST	\$1,891.08	0.331%
2020094225		S	B ST	\$434.52	0.076%
2020094235		S	B ST	\$1,248.48	0.219%
2020094240	355	S	A ST	\$1,702.31	0.298%
2020095075	254	S	A ST	\$841.50	0.147%
2020095085	242	S	A ST	\$841.50	0.147%
2020095090	228	S	A ST	\$1,474.92	0.258%
2020095100	220	S	A ST	\$1,357.88	0.238%
2020095110	210	S	A ST	\$841.50	0.147%
2020095120	200	S	A ST	\$4,435.29	0.776%
2020095140	221	S	OXNARD BL	\$2,785.37	0.488%
2020095150	229	S	OXNARD BL	\$1,686.83	0.295%
2020095160	235	S	OXNARD BL	\$1,686.83	0.295%
2020096035	357	S	OXNARD BL	\$1,568.25	0.275%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020096040	350	S	A ST	\$0.00	0.000%
2020096050	336	S	A ST	\$1,754.91	0.307%
2020096060	326	S	A ST	\$1,402.70	0.246%
2020096070	318	S	A ST	\$1,530.00	0.268%
2020096080	300	S	A ST	\$3,265.97	0.572%
2020096095		S	OXNARD BL	\$1,058.76	0.185%
2020096105	321	S	OXNARD BL	\$2,677.42	0.469%
2020096110	349	S	OXNARD BL	\$1,363.08	0.239%
2020096125		S	OXNARD BL	\$786.11	0.138%
2020101130	422	S	C ST	\$1,698.30	0.297%
2020101190	329	W	FIFTH ST	\$711.60	0.125%
2020101205		S	C ST	\$553.86	0.097%
2020101215		S	C ST	\$1,940.04	0.340%
2020101225		W	FOURTH ST	\$410.81	0.072%
2020101235		W	FOURTH ST	\$583.70	0.102%
2020101255	425	S	B ST	\$499.55	0.087%
2020101270		W	FIFTH ST	\$412.34	0.072%
2020101290		W	FIFTH ST	\$451.35	0.079%
2020101310		W	FIFTH ST	\$412.34	0.072%
2020101330		W	FIFTH ST	\$412.34	0.072%
2020101355		W	FIFTH ST	\$412.34	0.072%
2020101360	424	S	C ST	\$407.35	0.071%
2020101370		W	FIFTH ST	\$421.52	0.074%
2020101405		S	B ST	\$457.62	0.080%
2020101415	425	S	B ST	\$4,009.58	0.702%
2020101420	314	W	FOURTH ST	\$1,366.11	0.239%
2020101435		W	FOURTH ST	\$423.81	0.074%
2020101445	405	S	B ST	\$2,312.38	0.405%
2020102010	500	S	C ST	\$5,214.94	0.913%
2020103025		W	FIFTH ST	\$795.60	0.139%
2020103090		W	SIXTH ST	\$795.60	0.139%
2020103100	560	S	C ST	\$2,269.14	0.397%
2020103115	544	S	C ST	\$501.08	0.088%
2020103120	338	W	FIFTH ST	\$2,043.27	0.358%
2020103130	319	W	SIXTH ST	\$872.10	0.153%
2020103145		W	SIXTH ST	\$780.30	0.137%
2020103175		W	FIFTH ST	\$405.83	0.071%
2020103185		W	FIFTH ST	\$589.92	0.103%
2020103195	301	E	SIXTH ST	\$2,296.96	0.402%
2020103205		W	SIXTH ST	\$668.30	0.117%
2020103210	318	W	FIFTH ST	\$1,205.64	0.211%
2020103225		W	FIFTH ST	\$423.81	0.074%
2020103235		S	B ST	\$518.67	0.091%
2020103245	300	W	FIFTH ST	\$2,534.45	0.444%
2020104015	401	S	A ST	\$3,886.20	0.680%
2020104165	400	S	B ST	\$2,829.63	0.495%
2020104395	445	S	A ST	\$9,008.56	1.577%
2020104405	445	S	A ST	\$1,202.18	0.210%
2020104415	445	S	A ST	\$2,469.70	0.432%
2020104425	445	S	A ST	\$2,120.06	0.371%
2020104435	445	S	A ST	\$3,524.29	0.617%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020105100	545	S	A ST	\$7,328.70	1.283%
2020105120	538	S	B ST	\$619.65	0.108%
2020105170		W	SIXTH ST	\$507.96	0.089%
2020105180		S	B ST	\$2,261.58	0.396%
2020105195		S	B ST	\$406.98	0.071%
2020105205		S	B ST	\$610.47	0.107%
2020105210		S	B ST	\$406.98	0.071%
2020105220		S	B ST	\$610.47	0.107%
2020105235		S	B ST	\$425.34	0.074%
2020105245		S	B ST	\$1,035.81	0.181%
2020105260		W	FIFTH ST	\$489.60	0.086%
2020105275	270	W	FIFTH ST	\$1,836.00	0.321%
2020105295	200	W	FIFTH ST	\$2,851.16	0.499%
2020105305		S	A ST	\$662.49	0.116%
2020105325	529	S	A ST	\$2,705.65	0.474%
2020105335	505	S	A ST	\$2,378.20	0.416%
2020106015	403	S	OXNARD BL	\$1,311.21	0.230%
2020106035		S	OXNARD BL	\$604.35	0.106%
2020106065		W	FIFTH ST	\$833.85	0.146%
2020106120	424	S	A ST	\$1,063.73	0.186%
2020106130	420	S	A ST	\$1,758.58	0.308%
2020106140	400-410	S	A ST	\$3,847.61	0.674%
2020106245		S	OXNARD BL	\$664.02	0.116%
2020106250	425	N	OXNARD BL	\$901.17	0.158%
2020106265		W	FOURTH ST	\$483.17	0.085%
2020106275		W	FOURTH ST	\$716.13	0.125%
2020106285		W	FOURTH ST	\$434.52	0.076%
2020106295	421	S	OXNARD BL	\$691.56	0.121%
2020106310		W	FIFTH ST	\$454.56	0.080%
2020106320		W	FIFTH ST	\$569.71	0.100%
2020106355	105	W	FIFTH ST	\$2,082.33	0.365%
2020106370	428	S	A ST	\$1,067.18	0.187%
2020106380	434	S	A ST	\$1,067.30	0.187%
2020106390	438	S	A ST	\$1,050.12	0.184%
2020106400	143	W	FIFTH ST	\$2,211.28	0.387%
2020106410	141	W	FIFTH ST	\$2,620.19	0.459%
2020107050		W	FIFTH ST	\$601.14	0.105%
2020107060		W	FIFTH ST	\$615.83	0.108%
2020107070		W	FIFTH ST	\$615.83	0.108%
2020107080	104	W	FIFTH ST	\$2,409.37	0.422%
2020107100	531	S	OXNARD BL	\$1,019.75	0.179%
2020107110	545	S	OXNARD BL	\$2,205.11	0.386%
2020107120	559	S	OXNARD BL	\$604.35	0.106%
2020107135	563	S	OXNARD BL	\$1,361.70	0.238%
2020107160	534	S	A ST	\$1,303.56	0.228%
2020107170	528	S	A ST	\$1,545.15	0.270%
2020107195		W	FIFTH ST	\$572.22	0.100%
2020107205		W	FIFTH ST	\$440.64	0.077%
2020107215		S	OXNARD BL	\$439.11	0.077%
2020107225		S	OXNARD BL	\$558.91	0.098%
2020107235	150	W	FIFTH ST	\$3,147.21	0.551%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020107240	560	S	A ST	\$3,222.18	0.564%
2020107250	544-550	S	A ST	\$1,640.77	0.287%
2020131030	519	S	C ST	\$895.05	0.157%
2020131040	521-523	S	C ST	\$1,747.57	0.306%
2020131050	535	S	C ST	\$1,855.13	0.325%
2020131060	543-545	S	C ST	\$1,704.21	0.298%
2020131070	555	S	C ST	\$1,609.56	0.282%
2020131170	509-511	S	C ST	\$1,232.42	0.216%
2020131190		S	C ST	\$405.30	0.071%
2020131220		W	FIFTH ST	\$642.60	0.112%
2020131230	515	S	C ST	\$1,386.18	0.243%
2020133010	416	W	SIXTH ST	\$1,484.10	0.260%
2020133020	613	S	C ST	\$1,013.63	0.177%
2020133030	619	S	C ST	\$841.50	0.147%
2020133040	625	S	C ST	\$841.50	0.147%
2020133050	637	S	C ST	\$94.12	0.016%
2020133060	643	S	C ST	\$841.50	0.147%
2020133210	699	S	C ST	\$3,519.89	0.616%
2020135025	711	S	C ST	\$3,913.59	0.685%
2020135035	761	S	C ST	\$6,364.80	1.114%
2020141050	333	W	SEVENTH ST	\$1,927.80	0.337%
2020141060	644	S	C ST	\$1,032.75	0.181%
2020141070	642	S	C ST	\$619.65	0.108%
2020141080	634-636	S	C ST	\$1,199.52	0.210%
2020141090	630	S	C ST	\$1,199.52	0.210%
2020141100	618	S	C ST	\$43.17	0.008%
2020141110	340	W	6TH ST	\$1,927.80	0.337%
2020141155	687	S	B ST	\$88.61	0.016%
2020141165	685	S	B ST	\$83.03	0.015%
2020141175	683	S	B ST	\$83.03	0.015%
2020141185	681	S	B ST	\$88.61	0.016%
2020141195	673	S	B ST	\$83.93	0.015%
2020141205	671	S	B ST	\$82.90	0.015%
2020141215	669	S	B ST	\$82.90	0.015%
2020141225	667	S	B ST	\$82.90	0.015%
2020141235	665	S	B ST	\$82.90	0.015%
2020141245	663	S	B ST	\$82.90	0.015%
2020141255	661	S	B ST	\$83.93	0.015%
2020141265	655	S	B ST	\$83.93	0.015%
2020141275	653	S	B ST	\$82.90	0.015%
2020141285	651	S	B ST	\$83.93	0.015%
2020141295	645	S	B ST	\$83.93	0.015%
2020141305	643	S	B ST	\$82.90	0.015%
2020141315	641	S	B ST	\$83.93	0.015%
2020141325	633	S	B ST	\$83.93	0.015%
2020141335	631	S	B ST	\$82.90	0.015%
2020141345	629	S	B ST	\$82.90	0.015%
2020141355	627	S	B ST	\$82.90	0.015%
2020141365	625	S	B ST	\$82.90	0.015%
2020141375	623	S	B ST	\$82.90	0.015%
2020141385	621	S	B ST	\$83.93	0.015%

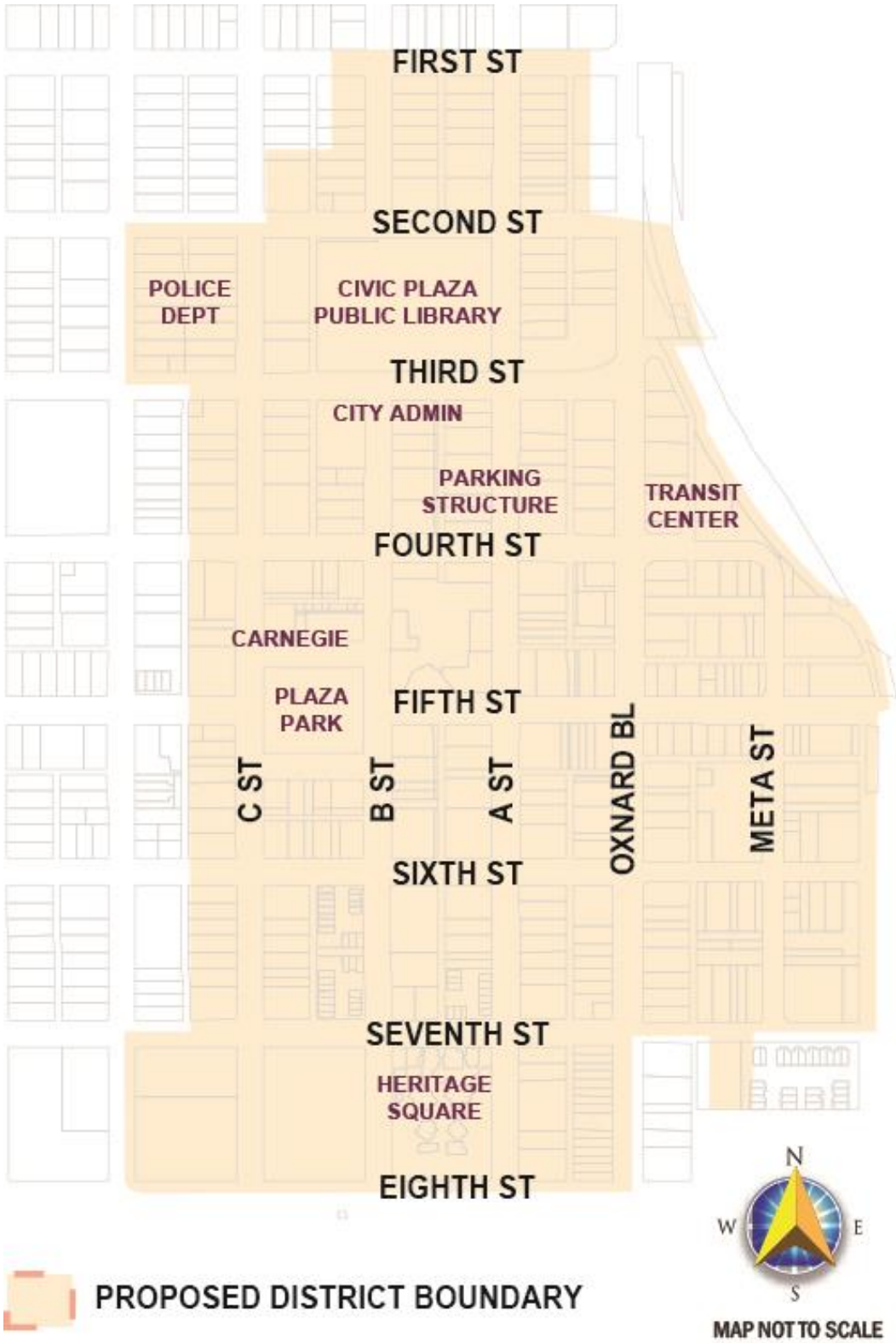
OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020141395	611	S	B ST	\$88.61	0.016%
2020141405	613	S	B ST	\$83.03	0.015%
2020141415	615	S	B ST	\$83.03	0.015%
2020141425	617	S	B ST	\$88.61	0.016%
2020142160	785	S	B ST	\$10,611.61	1.858%
2020143015	601	S	A ST	\$3,376.40	0.591%
2020143025	623	S	A ST	\$1,524.08	0.267%
2020143030	629	S	A ST	\$1,015.00	0.178%
2020143040	635	S	A ST	\$877.84	0.154%
2020143050	637	S	A ST	\$619.65	0.108%
2020143140	246	W	6TH ST	\$3,938.83	0.689%
2020143230	640	S	B ST	\$1,904.85	0.333%
2020143240	237	W	SEVENTH ST	\$1,689.18	0.296%
2020143250	235	W	SEVENTH ST	\$1,260.40	0.221%
2020144170	230	W	SEVENTH ST	\$951.05	0.166%
2020144180	220	W	SEVENTH ST	\$1,110.52	0.194%
2020144190	210	W	SEVENTH ST	\$1,170.21	0.205%
2020144200	200	W	SEVENTH ST	\$1,023.37	0.179%
2020144210	710	S	B ST	\$1,079.71	0.189%
2020144220	720	S	B ST	\$560.50	0.098%
2020144230	730	S	B ST	\$1,781.51	0.312%
2020144240	715	S	A ST	\$560.16	0.098%
2020144250	721	S	A ST	\$1,294.47	0.227%
2020144260	711	S	A ST	\$947.72	0.166%
2020144270	740	S	B ST	\$1,049.76	0.184%
2020144280	731	S	A ST	\$952.98	0.167%
2020144290	750	S	B ST	\$853.07	0.149%
2020144300	741	S	A ST	\$981.33	0.172%
2020145010	112	W	SIXTH ST	\$3,468.51	0.607%
2020145030	637	S	OXNARD BL	\$1,221.29	0.214%
2020145050	653	S	OXNARD BL	\$1,795.82	0.314%
2020145060	663	S	OXNARD BL	\$1,179.71	0.207%
2020145100	630	S	A ST	\$841.50	0.147%
2020145110	622	S	A ST	\$1,667.70	0.292%
2020145120	618	S	A ST	\$841.50	0.147%
2020145130	608	S	A ST	\$1,557.54	0.273%
2020145140	120	W	SIXTH ST	\$1,484.10	0.260%
2020145190		S	A ST	\$841.50	0.147%
2020145200	631	S	OXNARD BL	\$810.90	0.142%
2020145210	629	S	OXNARD BL	\$708.54	0.124%
2020145220	658	S	A ST	\$4,770.07	0.835%
2020145230	643	S	OXNARD BL	\$1,198.11	0.210%
2020145240	645	S	OXNARD BL	\$1,327.28	0.232%
2020146010	110	W	7TH ST	\$1,935.45	0.339%
2020146020	705	S	OXNARD BL	\$1,120.73	0.196%
2020146030	711	S	OXNARD BL	\$1,051.88	0.184%
2020146040	715	S	OXNARD BL	\$742.05	0.130%
2020146050	719	S	OXNARD BL	\$948.60	0.166%
2020146070	733	S	OXNARD BL	\$1,335.95	0.234%
2020146080	737	S	OXNARD BL	\$776.48	0.136%
2020146090	745	S	OXNARD BL	\$604.35	0.106%

OXNARD DOWNTOWN MANAGEMENT DISTRICT – ASSESSMENT ENGINEER’S REPORT

2020146100	755	S	OXNARD BL	\$1,017.45	0.178%
2020146110	749	S	OXNARD BL	\$604.35	0.106%
2020146120		S	OXNARD BL	\$604.35	0.106%
2020146130	761	S	OXNARD BL	\$879.75	0.154%
2020146140	752	S	A ST	\$2,747.34	0.481%
2020146150	744	S	A ST	\$1,428.94	0.250%
2020146180	700	S	A ST	\$2,280.28	0.399%
2020146190		S	OXNARD BL	\$604.35	0.106%
2020146200		S	OXNARD BL	\$604.35	0.106%
2020146210	723	S	OXNARD BL	\$604.35	0.106%
2020146220	708	S	A ST	\$4,889.15	0.856%
2020380015	651	S	A ST	\$118.49	0.021%
2020380025	653	S	A ST	\$96.05	0.017%
2020380035	655	S	A ST	\$120.69	0.021%
2020380045	657	S	A ST	\$120.69	0.021%
2020380055	659	S	A ST	\$96.05	0.017%
2020380065	661	S	A ST	\$118.49	0.021%
2020380075	211	W	SEVENTH ST	\$120.69	0.021%
2020380085	213	W	SEVENTH ST	\$96.05	0.017%
2020380095	215	W	SEVENTH ST	\$118.49	0.021%
2020380105	645	S	A ST	\$120.69	0.021%
2020380115	643	S	A ST	\$95.36	0.017%
2020380125	641	S	A ST	\$118.49	0.021%
				\$571,274.14	100.000%

APPENDIX 2



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD STATING ITS INTENTION TO
RENEW AND EXPAND THE OXNARD DOWNTOWN MANAGEMENT DISTRICT
AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH DISTRICT
PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT
LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND
HIGHWAYS CODE AND APPOINTING A TIME AND PLACE FOR HEARING
OBJECTIONS THERETO

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600, (the “Law”) authorizes cities and counties to establish property and business improvement districts (PBID) to promote the economic revitalization and physical maintenance of business districts; and

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

WHEREAS, on May 1, 2001, the City Council of the City of Oxnard established a property and business improvement district in Downtown Oxnard for a five-year period known as the Oxnard Downtown Management District; and

WHEREAS, on July 25, 2006, the City Council of the City of Oxnard renewed the Oxnard Downtown Management District for a five-year period; and

WHEREAS, on August 2, 2011, the City Council of the City of Oxnard renewed the Oxnard Downtown Management District for a three-year period; and

WHEREAS, on July 22, 2014, the City Council of the City of Oxnard renewed the Oxnard Downtown Management District for a five-year period; and

WHEREAS, on July 16, 2019, the City Council of the City of Oxnard renewed the Oxnard Downtown Management District for a five-year period; and

WHEREAS, unless renewed again by the City Council, the Oxnard Downtown Management District’s authority to levy assessments will have ended with property tax year 2023-2024 with operations to end by December 31, 2024; and

WHEREAS, a written petition has been submitted by property owners within Downtown Oxnard requesting the City Council to initiate proceedings pursuant to the Law to renew and expand the Oxnard Downtown Management District; and

WHEREAS, such petition was signed by property owners in the proposed renewed and expanded district who will pay more than fifty percent (50%) of the assessments proposed to be levied; and

WHEREAS, a Management District Plan entitled the “Oxnard Downtown Management District Plan” (the “Management District Plan”) has been prepared and submitted to the

City Clerk, containing all of the information to renew and expand the District required by Section 36622 of the Law, including a description of the expanded boundaries of the district, the term of the renewed District (five years), the improvements and activities proposed for the district, and the cost of such improvements and activities; and

WHEREAS, Articles XIIC and XIID of the California Constitution and Section 53753 of the California Government Code impose certain procedural and substantive requirements relating to the levy of new or increased assessments, including mailing of a notice to each affected property owner regarding the proposed assessment, conducting a ballot procedure; and holding a public hearing; now therefore be it

RESOLVED, that the City of Oxnard City Council declares as follows:

Section 1. Pursuant to Section 36621(a) of the Law, the City Council declares its intention to renew and expand “The Oxnard Downtown Management District” (the “District”) for five (5) years, and to levy and collect assessments against lots and parcels of real property within the District, commencing with fiscal year 2024-25.

Section 2. The City Council hereby approves the Management District Plan, on file in the office of the City Clerk.

Section 3. The City Clerk shall make the Management District Plan and other documents related to the District available to the public for review during normal business hours.

Section 4. NOTICE IS HEREBY GIVEN that the City Council shall conduct a public hearing on the renewal and expansion of the District and the levy and collection of assessments for fiscal year 2024-25 on July 2, 2024 at 6 p.m. or as soon thereafter as the matter may be heard, in the City Council Chambers located at 305 W. Third St., Oxnard, California 93030. At the public hearing, the City Council will consider all objections or protests, if any, to the proposed renewal and expansion of the District and the proposed assessment. Any interested person may present written or oral testimony at the public hearing.

Section 5. The boundaries of the proposed renewed District include an approximate 35 block area bounded roughly by First Street on the north, the railroad tracks/Oxnard Boulevard on the east, 8th Street on the south and C Street/D Street on the west.

Section 6. The proposed activities for the District include providing street, sidewalk, alley and public parking lot cleaning and other municipal services supplemental to those normally provided by the City of Oxnard, additional public safety services, image enhancement, promotions and marketing, expansion of physical amenities throughout Downtown, related management and operation services, and other improvements and activities which benefit businesses and real property located in the District.

Section 7. The assessment proposed to be levied and collected for fiscal year 2024-25 is approximately \$572,250. A maximum increase of 5% per annum, upon approval of the Property Owner’s Association Board may be imposed. Assessments may also be increased where new building construction occurs on parcels within the District which exceeds the current building area.

Section 8. No bonds shall be issued in conjunction with the renewal of the District.

Section 9. The City Clerk is hereby authorized and directed to give notice of the public hearing as provided in Section 53753 of the Government Code and Article XIID, Section 4 of the California Constitution.

PASSED AND ADOPTED THIS 30th day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

CITY CLERK

Approved as to form:

CITY ATTORNEY



Board of Directors 2023-24

The Downtown Oxnard Improvement Association is a 501c3 nonprofit governed by a Board of Directors of property and business owners.

Executive Board

Angela Whitecomb, Chair
John Pence Building

Osbaldo Lopez, Vice Chair
Casa Lopez

Mark Spellman, Treasurer
Lazer Media

Lorenzo Castillo, Secretary
Exit Castillo Realty

Directors

Walter Beaumont
Cabrillo Economic Development Corporation

Gary Blum
Heritage Square POA

Michael Darden
Ventura County Rescue Mission

Rex Levi
Rex Levi Broker

Tiffany Lopez
Dr. Manuel Lopez Family Trust

Matt Mansi
Aldersgate Investment

Priti Patel
City Center Motel

Emilio Ramirez
City of Oxnard

Doug Spondello
Centennial Plaza

Kimberly Vazquez
COVA Realty

Management & Administration

Abel Ramirez Magaña
Executive Director

Sarah Morales
Program Coordinator

District Safety
Professional Security Consultants, Inc.
805-422-2020

Cleaning & Ambassador Services
District Maintenance Services, Inc.
805-253-2251

DOIA Offices
519 S. C St.
Oxnard, CA 93030
805-385-2705

www.DowntownOxnard.org

THE VALUE OF WHAT WE DO

The PBID functions similar to a mall management company, which maintains common areas and promotes a shopping center with fees collected from individual tenants. The chart below compares PBID costs & benefits to estimated Common Area Maintenance (CAM) fees at two local commercial centers based on a 1,600 square foot retail space:

	The Collection	The Esplanade	ODMD PBID
Annual CAM/PBID	\$16,944	\$16,704	\$746
Cleaning	✓	✓	✓
Security	✓	✓	✓
Marketing	✓	X	✓
Special Events	X	X	✓
Advocacy	X	X	✓

THANKS TO YOU, WE DO

District Safety Patrols
Homeless Outreach
Sidewalk / Curb Sweeping
Pressure Washing
Trash Enclosure Cleaning
Weed Abatement
Graffiti Removal
Print & Online Marketing
Special Events Production
Holiday Street Decorations
Sidewalk Planters & Art
Business Assistance



NEW DEVELOPMENT RISING UP



\$88MM IN NEW CONSTRUCTION
700+ HOUSING UNITS PROPOSED
3 CANNABIS STORES PERMITTED
14,374 SF
COMMERCIAL SPACE PLANNED

COME TO A PBID INFO SESSION

Dates: Tues., March 26th at 2 p.m.
Thurs., March 28th at 5:30 p.m.
Wed., April 3rd at 2 p.m.
Tues, April 9th at 2 p.m.

Place: 519 S. C St., Oxnard

1:1 meetings available by appointment, email info@downtownoxnard.org



WE ARE AS WE DO



WE ARE THE "HEART OF THE CITY"

As the cultural and historic commercial center of Oxnard, what we do here is an authentic reflection of our community.

The Downtown Oxnard Property-based Business Improvement District (**PBID**) was established to promote a clean, safe, and attractive center where business can thrive and generations of residents and visitors connect via wonderful experiences.

The PBID provides **special benefits** for this special place, over and above what the City ordinarily provides to the general public (basic services such as trash pickup and police). PBID services are provided only within the district boundaries.

The PBID is managed by **invested stakeholders** organized as the nonprofit Downtown Oxnard Improvement Association (DOIA), assuring the equitable delivery of maintenance, safety, beautification, marketing, and business support services to over 200 property owners and 300-plus merchants.

Daily operations are administered by dedicated staff guided by the 5-year **Management District Plan** and an annual work plan developed and overseen by a volunteer Board of Directors comprised of Downtown property owners and merchants.

Downtown isn't some generic strip mall or big box center run by outside corporate interests. It is the real center of the City powered by you. Thank you for recognizing the importance of what we do - together. We couldn't do it without you!

"Downtown has been cleaned up. It's so much nicer and welcoming than years ago. You've helped me find good tenants."
~ Carmen Davenport
C Street Property owner

RENEW... BECAUSE THERE'S MORE TO DO

Downtown has made tremendous progress as shown in the tangible improvements, service metrics, and new developments summarized within this brochure.

Continuing the PBID ensures an active partnership in the future of Downtown by leveraging your investment to secure public funds and support.

Investors seek well-maintained, safe markets with upside. Established local merchants rely on the PBID and are more likely to renew leases if they feel supported. PBID staff serve as your "tenant relations agent" on-the-ground daily.

The PBID is an economical way to keep the progress going. State law requires that the district must be renewed by its property owners through a petition and ballot process. The PBID's current term ends on December 31, 2024. The time to renew is now.



**WE HELP MAKE
DOWNTOWN A
GREAT PLACE
TO DO
BUSINESS**

STEPS TO RENEW

1. Review the information in this brochure
2. Review your PBID assessment
3. Contact us with any questions
4. Sign & return the enclosed petition by April 15, 2024
5. Vote "YES" on your ballot mailed in May

LET'S DO THIS!



WHAT WE DO, BY THE NUMBERS

53,854 LBS
LITTER PICKED UP

3,394
TAGS GRAFFITI &
STICKERS REMOVED

121
BLOCKS
PRESSURE WASHED

2,759
TRESPASSING,
ANTI-SOCIAL
INCIDENTS DISPATCHED

1,956 HOURS
SECURITY PATROLS

879
VISITOR DIRECTIONS
PROVIDED

300+
MERCHANT OUTREACH
SERVICES CONTACTS



312K
REACHED ACROSS
SOCIAL MEDIA

10,300
INSTAGRAM FOLLOWERS

8,800
FACEBOOK FANS

20K
WEBSITE UNIQUE VISITORS

34K
EMAILS DELIVERED



10,000+
SPECIAL EVENTS
ATTENDEES

162
SIDEWALK PLANTERS
MAINTAINED

12
UTILITY BOX
MURALS INSTALLED

100+
STREET LAMPS
DECORATED FOR
HOLIDAYS & CIVIC PRIDE



MANAGEMENT DISTRICT PLAN SUMMARY

The Oxnard Downtown Management District is a property-based Business Improvement District (PBID) being renewed for a 5 year period by a consortium of business and property owners within Downtown Oxnard. The District was originally formed in 2001 for a 5 year period. It was renewed and expanded in 2006 for another 5 year term, renewed for a 3 year term in 2011 and renewed for 5 year terms in 2014 and 2019. The purpose of this District is to continue to provide and manage supplemental services and improvements for this important business center, including a civil sidewalks (clean and safe) program, district identity and a program of installing and upgrading placemaking and physical amenities throughout the greater Downtown area. The PBID is a unique benefit assessment district that will enable the District property/business owners and residents, working as a unit, to continue to fund needed property and business related services, programs and improvement projects above what can and is provided by the City of Oxnard.

Name: The name of the PBID is the Oxnard Downtown Management District.

Location: The PBID is located in the center of Oxnard and is bounded roughly by First Street on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. It is noted that ODMD is being expanded to the north to First Street from the centerline of B Street to Oxnard Boulevard. There is one benefit zone (See map).

Zones: There is one benefit zone within the renewed PBID.

Services: Civil Sidewalks, District Identity/Placemaking and Organization.

Finance: Benefit assessment of real property (432 parcels). No bonds shall be issued to fund ODMD programs.

Budget: PBID assessment revenue for Year 1 (2024-25) is projected to be \$571,274. It is noted that the Assessment Engineer has determined that general benefits equate to 2.0% of the total adjusted PBID program costs of \$582,933 or \$11,659. (See attached Engineer's Report for more details on benefit costs). General benefit costs shall be derived from non-assessment revenue sources such as grants, program income, credits, interest, memberships and other sources.

ODMD PBID 2025 PROPOSED BUDGET		
Civil Sidewalks	\$335,000	59%
District Identity	\$83,250	14%
Organization	\$154,000	27%
TOTAL	\$572,250	100%

Benefits: General Benefit is defined as: A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied. Special Benefit as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the ODMD or to the public at large.

Assessment Formula: There is one benefit zone in the PBID. Year 1 property assessment rates per parcel are as follows:

Assessment Formula Special Circumstances: Lower Tier Residential Uses (1-6 residential units including residential condominiums): Assess only building area and at 50% of commercial building area rate with no assessment for land area or street frontage.

Upper Tier Residential Uses (7+ residential units): Assess building area, land area and street frontage, all at 50% of commercial rates.

Mixed-Use Parcels: Assess commercial portions of parcel at building area, land area and street frontage at commercial rates for parcel area covered by commercial uses. Assess residential portions based on the criteria above based on the tier (i.e. number of residential units).

Government/Non-Profit Owned and Occupied: Assess only for land area and street frontage at commercial rates with no assessment for building area.

Cap: Assessment increases are capped at a maximum of 5% per year, subject to approval by the PBID Property Owner Association Board of Directors.

Renewal: PBID renewal is a two-step process. First, petitions signed by PBID property owners representing at least 50% of the total assessment to be levied must be secured. Second, property owners will be sent a ballot to vote on the PBID renewal. Returned ballots in support of the PBID renewal must outweigh those in opposition based on the amount of assessment to be levied.

Duration: The renewed PBID will have a term of five (5) years. After five years, the petition and balloting process must be repeated in order to renew the PBID and levy assessments again at that time.

DO THE MATH

Sample assessment for a 2,000 sf commercial building on a 3,500 sf lot:

Land Parcel Fee:	1 x \$397.80 =	\$397.80
Land Area Fee:	3,500 sq ft x \$0.0306/sf =	\$105.00
Building Area Fee:	2,000 sq ft x \$0.1377/sf =	\$276.00
Street Frontage Fee:	25 LF x \$4.59/LF =	\$114.75
Total Annual Assessment:		\$893.55

This example breaks down to \$74.50/month or just \$2.49/day.



*Full plan at DowntownOxnard.org/Renew

CITY OF OXNARD

NOTICE OF PUBLIC HEARING REGARDING PROPOSED RENEWAL AND EXPANSION OF THE OXNARD DOWNTOWN MANAGEMENT DISTRICT AND PROPOSED LEVY OF ASSESSMENT

The City Council of the City of Oxnard by adoption of Resolution No. _____ declared its intention to renew and expand the boundaries of the Oxnard Downtown Management District - a property and business improvement district (PBID) and to levy and collect an assessment within the PBID commencing with fiscal year 2024-25. The purpose of the assessment is to continue to provide funding for various improvements and activities, including security, street and sidewalk cleaning, marketing and business development, beautification, management and other improvements and activities which benefit businesses and real property in the PBID.

NOTICE IS HEREBY GIVEN that the Oxnard City Council will conduct a public hearing on the renewal and expansion of the PBID and the levy and collection of assessments commencing with fiscal year 2024-25 on July 2, 2024 at 6:00 p.m. or as soon thereafter as the matter may be heard, in the Council Chambers, at City Hall, 305 W. Third Street, Oxnard, CA 93030.

Renewal and expansion of the PBID was requested by a written petition of property owners within the proposed renewed and expanded PBID, and the PBID may only be renewed if approved by property owners through the ballot process described below. Any funds collected by the City may only be used for the proposed improvements and activities within the PBID.

The proposed renewed and expanded PBID has a duration of five (5) years. The total amount of the proposed assessment for the PBID for property tax year 2024-2025 is approximately \$572,250.00. In future years, the amount of the assessment may increase up to five percent each year upon approval of the Property Owner's Association Board.

The assessment for property tax year 2024-2025 for each parcel is generally calculated on the basis of the parcel's land area, the gross building area and the total street frontage. The PBID has one benefit zone. Property tax year 2024-2025 property assessment rates per parcel are \$397.80 plus 3.06 cents per square foot of land, plus 13.77 cents per square foot of building, plus \$4.59 per linear foot of street frontage. Institutional/Non-Profit/Government owned and occupied parcels shall be exempt from the building area portion of the assessment. Lower Tier Residential Uses (1-6 residential units including residential condominiums) will be assessed only for building area and at 50% of the commercial building area rate with no assessment for land area or street frontage. Upper Tier Residential Uses (7+ residential units) will be assessed for building area, land area and street frontage, all at 50% of the commercial rates. Mixed-Use Parcels will be assessed for commercial portions of parcel at commercial building area, land area and street frontage rates for parcel area covered by commercial uses while assessments for residential portions will be based on the residential tier criteria described above.

Additional information on the proposed PBID, including the proposed boundaries, is included in the Management District Plan which is on file in the office of the City Clerk and available to the public for review during normal business hours and which can be obtained by contacting Emilio

Ramirez at the Housing & Economic Development Department at 805-385-7407.

To complete the attached assessment ballot, mark the box indicating whether you are in favor of or oppose the proposed assessment, and sign the statement certifying you are authorized to submit an assessment ballot on behalf of the parcel(s) identified on the assessment ballot. If your ballot is lost or damaged, or if you never received a ballot, duplicate ballots will be available at the Community Development Department at 305 W. Third Street, Oxnard, CA, 93030, and at the public hearing. (See the enclosed Procedures for the process to obtain a duplicate ballot.)

Assessment ballots may be mailed to the Oxnard City Clerk at 300 W. Third Street, Fourth Floor, Oxnard, CA, 93030. Assessment ballots may also be delivered in person to the City Clerk's Office or at the public hearing on the PBID. To ensure that your ballot is counted, it must be received prior to the close of the public input portion of the public hearing on the PBID, which is scheduled to begin on July 2, 2024, at 6:00 p.m.

An impartial person designated by the City will tabulate the returned assessment ballots at the close of the public hearing on the PBID. Proceedings to renew the PBID will be abandoned if a majority protest exists at the conclusion of the public hearing. A majority protest exists if ballots submitted in opposition to the assessment outweigh the ballots submitted in favor of the assessment. Ballots shall be weighted according to the proposed assessment against the property, or, in some cases, by the share of the proposed assessment proportional to the protesting owner's interest in the property.

Enclosed are the City's Procedures Applicable to the Completion, Return and Tabulation of Ballots. Please consult these Procedures for details regarding the ballot process. Should you have any questions regarding the balloting process or regarding the specifics of the proposed renewed and expanded PBID, please contact Emilio Ramirez at the Housing & Economic Development Department at 805-385-7407 for more information.

CITY OF OXNARD - OFFICIAL ASSESSMENT BALLOT

Oxnard Downtown Management District – A Property & Business Improvement District

Being renewed and expanded for five (5) years pursuant to Section 36600 of the California Streets & Highways Code

1. PLEASE MARK EITHER “YES” OR “NO” BELOW
2. PRINT YOUR NAME AND SIGN AND DATE THE BALLOT
3. PUT THE COMPLETED BALLOT IN THE “BALLOT SECRECY ENVELOPE”
4. PUT THE SECRECY ENVELOPE IN THE ENCLOSED STAMPED PRE-ADDRESSED RETURN ENVELOPE AND PLACE IN MAIL

(PLEASE REFER TO THE PROPOSED 2024-25 ASSESSMENT ON THE BACKSIDE OF THIS BALLOT) 

☐

YES, I APPROVE of the proposed assessment on the parcel(s) identified on this ballot.

☐

NO, I DO NOT APPROVE of the proposed assessment on the parcel(s) identified on this ballot

Printed Name

Date



Signature of Record Owner or Authorized Representative

I hereby declare, under penalty of perjury under the laws of the State of California, that I am authorized to submit an assessment ballot on behalf of the parcel(s) identified on this assessment ballot.

Please return ballot either by mail or in person by **4 PM, July 2, 2024** to:

CITY OF OXNARD
CITY CLERK'S OFFICE
300 W. THIRD ST, 4TH FL
OXNARD CA 93030

NOTE: IN ORDER TO BE COUNTED, IF THE DEADLINE SHOWN ABOVE IS NOT MET, THIS ASSESSMENT BALLOT MUST BE RECEIVED BY THE CITY CLERK IN THE COUNCIL CHAMBERS PRIOR TO THE CLOSE OF THE PUBLIC INPUT PORTION OF THE PUBLIC HEARING TO RENEW THIS DISTRICT, WHICH IS SCHEDULED TO BEGIN AT 6:00 PM ON TUESDAY JULY 2, 2024. IF A MAJORITY OF ASSESSMENT BALLOTS RECEIVED (AS WEIGHTED BY ASSESSMENTS) OPPOSE THE DISTRICT ASSESSMENT, THE DISTRICT WILL NOT BE RENEWED, AND THE ASSESSMENTS WILL NOT BE LEVIED.

CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT DISTRICT PROCEDURES APPLICABLE TO THE COMPLETION, RETURN, AND TABULATION OF BALLOTS

I. Completion of Assessment Ballots

- **Who may complete a ballot**

An assessment ballot (“ballot”) may be completed by the owner of the parcel to be assessed. As used in these Procedures, the term “owner” includes the owner’s authorized representative. If the owner of the parcel is a partnership, joint tenancy, or tenancy in common, a ballot may be completed by any of the general partners, joint tenants or tenants in common. Except as set forth below, only one ballot may be completed for each parcel.

- **Proportional assessment ballots**

If a parcel has multiple owners, any owner may request a proportional ballot. If the ownership interest of the owner is not shown on the last equalized secured property tax assessment roll, such request must include evidence, satisfactory to the City, of the owner’s proportional rights in the parcel. The City will provide the proportional ballot to the owner at the address shown on the assessment roll. Any request for a ballot to be mailed to another location must be made in writing and must include evidence, satisfactory to the City, of the identity of the person requesting the ballot. Each proportional ballot will be marked to show the date on which the ballot was provided, to identify it as a proportional ballot and to indicate the owner’s proportional rights in the parcel. The City will keep a record of each proportional ballot provided to an owner.

- **Duplicate ballots**

If the ballot is wrongly marked, torn or defaced, the City Clerk will provide a duplicate ballot to the owner upon surrender of such ballot. In addition, if a ballot is lost, destroyed or never received, the City Clerk will provide a duplicate ballot to the owner upon receipt of a statement, signed under penalty of perjury, that the owner has either failed to receive, lost, or destroyed his or her original ballot. The written request for a duplicate ballot shall be delivered to the City Clerk’s Office at 305 W. Third Street Oxnard, California, 93030, or at the public hearing on the proposed assessment. The duplicate ballot will be marked to show the date on which the ballot was provided and to identify it as a duplicate ballot.

To complete a ballot, the owner of the parcel must (1) stamp or mark the appropriate box supporting or opposing the proposed assessment, and (2) sign, under penalty of perjury, the statement on the ballot that the person completing the ballot is authorized to submit a ballot on behalf of the parcel(s) identified on the ballot. Only one box may be stamped or marked on each ballot. Ballots must be completed in ink.

- Only assessment ballots provided by the City will be accepted

The City Clerk will only accept ballots mailed or otherwise provided to owners by the City. Photocopies, faxes, and other forms of the ballots will not be accepted.

II Return of Assessment Ballots

- **Who may return ballots**

A ballot may be returned by the owner of the parcel or by anyone authorized by the owner to return the ballot.

- **Where to return ballots**

Ballots may be mailed to the address indicated on the ballot. Ballots may also be delivered in person to the City Clerk's Office at 305 W. Third Street Oxnard, California, 93030, or at the public hearing on the proposed assessment.

- **When to return ballots**

All returned ballots must be received by the City Clerk prior to the time the City Council closes the public input portion of the public hearing on the proposed assessment. The public input portion of the public hearing may be continued from time to time. The City Clerk will stamp on each ballot the date of its receipt.

To ensure that mailed ballots are received by the City Clerk prior to the conclusion of the public input portion of the public hearing, mailed ballots must be received by the City Clerk prior to that time. Ballots received on the date scheduled for the public hearing will only be counted if the ballots are received by the City Clerk prior to the conclusion of the public input portion of the public hearing. The City makes no representation as to whether the public input portion of the public hearing will be concluded on the date scheduled for commencement of the public hearing or continued to a later date.

- **Withdrawal of assessment ballots**

After returning a ballot to the City, the person who signed the ballot may withdraw the ballot by submitting a written request to the City Clerk directing the City Clerk to withdraw the ballot. Such request must be received by the City Clerk prior to the close of the public input portion of the public hearing on the proposed assessment. If any ballot has been withdrawn, the person withdrawing the ballot may request a duplicate ballot. The City Clerk will retain all withdrawn ballots and will indicate on the face of such ballots that they have been withdrawn.

III. Tabulation of Assessment Ballots

- **Which assessment ballots will be counted**

Only ballots which are completed and returned in compliance with these procedures will be counted. Ballots received by the City Clerk after the close of the public input portion of the public hearing on the proposed assessment will not be counted. Ballots which are not signed by the owner will not be counted. Ballots with no boxes marked, or with more than one box marked, will not be counted. Ballots marked in pencil will not be counted. Ballots withdrawn in accordance with these procedures will not be counted.

The City Clerk will keep a record of each proportional or duplicate ballot provided to an owner and will verify, prior to counting any duplicate ballot, that only one ballot has been returned for the parcel (or for the owner in the case of proportional ballots). If a non-duplicate ballot has been returned, the City will count the non-duplicate ballot and void all duplicate ballots. If only duplicate ballots have been returned, the City will count the earliest provided duplicate ballot and void the later provided duplicate ballots. If an owner returns both a non-proportional ballot and a proportional ballot, the City will count the proportional ballot and void the non-proportional ballot.

- **When and where assessment ballots will be tabulated**

The final tabulation of ballots will be performed at the public hearing following the close of the public input portion of the public hearing. The public hearing may be continued from time to time for the purpose of tabulating ballots.

- **How assessment ballots will be tabulated**

The City may presort and determine the proportionate weight of the returned ballots prior to tabulating the ballots. Ballots may be counted by hand, by computer or by any other tabulating device.

Ballots will be weighted according to the proportional financial obligation of the affected property; provided, however, that proportional ballots shall be weighted in accordance with the respective ownership interests of each proportional ballot submitted. If one or more proportional ballots are returned for a parcel and a non-proportional ballot is returned for the parcel, the non-proportional ballot will either be disregarded (if the same owner has returned a proportional ballot) or treated as a proportional ballot (if the same owner has not returned a proportional ballot).

- **Who will tabulate assessment ballots**

Ballots will be tabulated by the City Clerk and other non-biased designees.

- **Results of tabulation**

The results of the tabulation will be announced following the completion of the tabulation and entered in the minutes of the City Council's meeting. If ballots submitted in opposition to the proposed assessment exceed the ballots submitted in favor of the proposed assessment (as tabulated above), the assessment will not be

imposed.

IV. Resolution of Disputes

In the event of a dispute regarding whether the signer of a ballot is the owner of the parcel to which the ballot applies, the City will make such determination from the last equalized assessment roll and any evidence of ownership submitted to the City Clerk prior to the conclusion of the public hearing. The City will be under no duty to obtain or consider any other evidence as to ownership of property and the City's determination of ownership will be final and conclusive. In the event of a dispute regarding whether the signer of a ballot is authorized to submit a ballot on behalf of the parcel, the City may rely on the statement on the ballot, signed under penalty of perjury, that the person completing the ballot is authorized to submit a ballot and any evidence submitted to the City Clerk prior to the conclusion of the public hearing. The City will be under no duty to obtain or consider any other evidence as to whether the signer of the ballot is authorized to submit a ballot and the City's determination will be final and conclusive.

V. General Information

The ballots will be opened at the conclusion of the public input portion of the public hearing by the City Clerk. Following the public hearing, all returned ballots are public records. For further information regarding the ballot process or the proposed District, contact Emilio Ramirez at the City of Oxnard Housing Department at City Hall at 805-385-8094.

OXNARD DOWNTOWN

Management District



Oxnard Downtown Management District Renewal and Expansion

Emilio Ramirez, Director
Housing Department

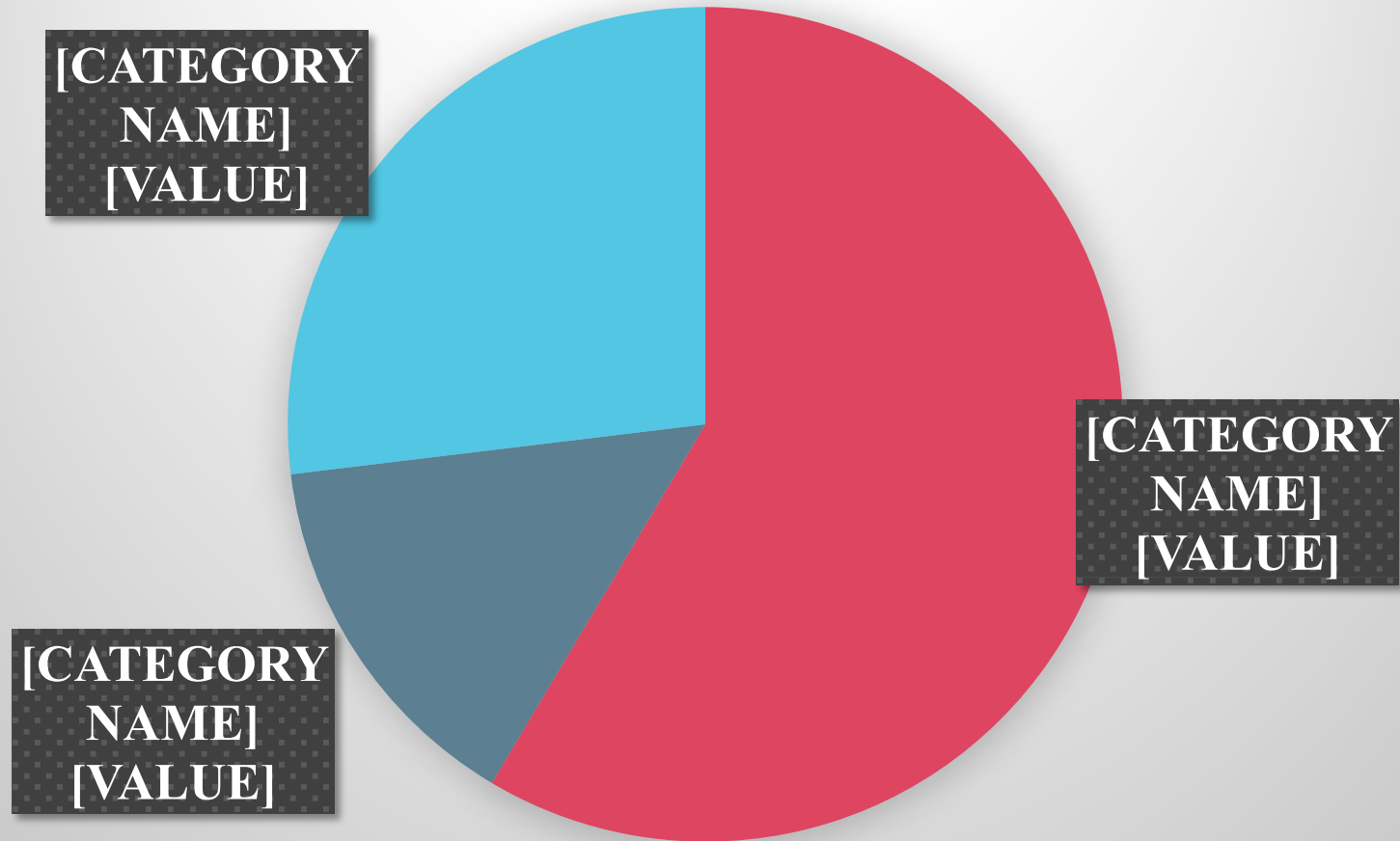
City Council
April 30, 2024

- 1) Oxnard Downtown Management District is a Property Based Business Improvement District, which is allowed under state law under the Streets and Highways Code (Section 36600 et seq)
- 2) Provides benefit services supplemental to City Baseline
 - a) Similar to Mall Management or a Home Owners Association
 - b) Property owners within ODMD boundaries assessed
- 3) ODMD established in 2001 and has renewed 4 times
- 4) Current term expires December 31, 2024

- 1) ODMD is being expanded to the North to 1st Street from the centerline of B Street to Oxnard Boulevard
- 2) Approximate 35-block area bounded by
 - a) 1st Street on the North
 - b) 8th Street on the South
 - c) The railroad tracks and Oxnard Boulevard on the East
 - d) C Street on the West



Proposed Work Plan Budget



Total Budget - \$572,250

1. Property owners petitions representing more than 50% of the total assessments to be collected (Complete)
2. City Council adopts a Resolution of Intention to renew the ODMD (Current Step)
3. City Council conducts a Public Hearing no less than 45 days from the date of the Ballot mailing to consider the proposed assessment – July 2, 2024
4. Providing there is not a majority opposition to the ODMD renewal, the City Council may adopt a Resolution renewing the ODMD

That the City Council

1. Adopt a Resolution of Intention to Renew and Expand the Oxnard Downtown Management District, located in Downtown Oxnard, the boundaries of which are approximately First Street on the north, the railroad tracks and Oxnard Boulevard on the east, 8th Street on the south, and C Street on the west
2. Levy and collect assessments therein in the amount of \$572,250 in fiscal year 2024-25 and to hold a public hearing on July 2, 2024
3. Hold a public hearing on July 2, 2024 on said renewal and levy of assessments





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.6

DATE: April 30, 2024

TO: City Council and Housing Authority

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

SUBJECT: Acquisition of Real Property 201 South D Street Improved with a Ten-Unit Multifamily Development.
(10 Minutes)

RECOMMENDATION

That the City Council:

1. Find that the recommended actions do not constitute a “project” subject to the California Environmental Quality Act pursuant to Section 21065 and Sections 15004(b)(4) and 15378 of the California Environmental Quality Act Guidelines and, as such, no environmental document pursuant to California Environmental Quality Act is required; and
2. Approve a loan to the Housing Authority of the City of Oxnard in amount not to exceed \$3,000,000 from the Community Development Block Grant fund for the acquisition of improved real property located at 201 South D Street plus improvements, transaction fees and related costs, subject to review and approval by the City Attorney.

That the Board of Commissioners:

1. Authorize the Housing Authority of the City of Oxnard to accept a loan from the City of Oxnard in amount not to exceed \$3,000,000 to finance the acquisition of improved real property located at 201 South D Street plus improvements, transaction fees and related, and authorize the Executive Director to execute any and all documents necessary to complete the loan, subject to review and approval by the Housing Authority General Counsel; and
2. Authorize the Housing Authority of the City of Oxnard to enter into a purchase and sale agreement for the acquisition of improved real property located at 201 South D Street in an amount not to exceed \$2,400,000, subject to an appraisal, and authorize the Executive Director or designee to execute any and all documents necessary to complete the acquisition, including but not limited to the attached purchase and sale agreement, subject to review and approval by the Housing Authority General Counsel.

(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/yplDyxiB3-8>

BACKGROUND

The City has a fund balance of \$3.1M in Community Development Block Grant funding. Using this funding source, which has a spending deadline of May 1, 2024, staff has been trying to acquire various residential properties in Oxnard to support and further affordable housing. The use of the funding for this purpose was approved by City Council on December 19, 2023.

DISCUSSION

Staff proposes a transaction seeking to acquire improved real property located at 201 South D Street for provision of

affordable housing. The Property is owned by A Levy Apartments LLC and is improved with a ten-unit multi-family development on a parcel of approximately 6,846 square feet. The property is listed for sale by KW Commercial with an asking price of \$2,700,000; however, staff through negotiations and a pending appraisal, seek a purchase price not to exceed \$2.4M

The Housing Authority of the City of Oxnard has solicited a loan from the City of Oxnard's Community Development Block Grant fund in an amount not to exceed \$3,000,000 necessary to acquire and improve the subject property.

The City of Oxnard Housing Department Grants Division staff support the request for funds for the acquisition and improvement of 201 South D Street since funds are available. This is an eligible use of funds and is consistent with the mission of both the Community Development Block Grant and the Housing Authority of the City of Oxnard.

Staff seeks approval from the Board of Commissioners to negotiate and enter into a purchase and sale agreement for the acquisition of 201 South D Street, subject to due diligence including inspection and appraisal plus assent from the Housing Authority General Counsel, for a purchase of not more than \$2,400,000 plus transaction costs.

Further, staff seeks approval from the City Council to finance this acquisition with a loan from the City of Oxnard's Community Development Block Grant fund in the amount of \$3,000,000.

ENVIRONMENTAL ANALYSIS

The proposed actions to appropriate funding and approve the acquisition and disposition of property do not constitute approval of any particular project. These recommended actions do not grant any vested development entitlements, do not bind any party or commit to any definite course of action, do not restrict the City from considering any feasible mitigation measures and alternatives, and do not restrict the City from denying a future project on either of the involved sites, and, therefore, do not constitute a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 21065 of CEQA and Sections 15004(b)(4) and 15378 of the State CEQA Guidelines. As such, no environmental document pursuant to CEQA is required.

The undertaking of, disbursement of funding for, or approval of any physical improvements is fully contingent on compliance with CEQA. Furthermore, any future project at the Property would require an agreement with a yet-to-be identified development partner and would likely require approval of discretionary land use entitlements. It is anticipated that CEQA review will occur concurrent with such agreement or the processing of entitlement applications and must be completed prior to granting of any such entitlements.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient budget available within the Community Development Block Grant Fund (201) to fund this loan.

For Finance Use Only: Community Development Block Grant Fund (Org. 2018105 Obj. 53600) Project G2113

COMMITTEE OUTCOME

This item did not originate in Committee, however acquisition of real property, with this funding source, to support affordable housing was approved by City Council on December 19, 2023.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Purchase and Sale Agreement
2. Presentation



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RIPA, Revised 6/23)

Date Prepared: April 5, 2024**1. OFFER:**

- A. THIS IS AN OFFER FROM** Housing Authority of the City of Oxnard ("Buyer").
☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ Other _____
- B. THE PROPERTY** to be acquired is 201 S D Street, situated
 in Oxnard (City), Ventura (County), California, 93030 (Zip Code),
 Assessor's Parcel No(s). 202-0-082-010 ("Property").
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
- Seller's Brokerage Firm** Keller Williams South Bay License Number 01854035
 Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
Seller's Agent Mason Rowland License Number 02035921
 Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm** CBRE, Inc. License Number 00409987
 Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
Buyer's Agent Joyce Goldstein License Number 01903737
 Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- C.** ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

- 3. TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 18 pages. The Parties are advised to read all 18 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ <u>2,200,000.00</u>	☐ All Cash
B		Close of Escrow (COE)	☒ <u>60</u> Days after Acceptance OR on ☐ _____ (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or ☐ AM/ ☐ PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>70,000.00</u> (<u>3.18</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <u>5</u>) business days after Acceptance by wire transfer OR ☐ _____
D(2)	5A(2)	☐ Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR ☐ _____ (date) OR ☐ _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	\$ _____ (_____ % of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above 17 (or _____) Days after Acceptance	Conventional or, if checked, ☐ FHA (Forms FVAC/HID attached) ☐ VA (Form FVAC attached) ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	Occupancy Type	Investment, or if checked, ☐ Primary ☐ Secondary	
F	5D	Balance of Down Payment	\$ <u>2,130,000.00</u>	
		PURCHASE PRICE TOTAL	\$ <u>2,200,000.00</u>	

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RIPA REVISED 6/23 (PAGE 1 OF 18)

Buyer's Initials

DS

ER

Seller's Initials

DS

FD



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 1 OF 18)

Joyce Goldstein

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Phone: (818)502-6700

Fax:

201 S D Street,

Date: **April 5, 2024**

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	☐ \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	21	☐ Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	☒ No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ \$ _____	17 (or <u>15</u>) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 15	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	17 (or <u>15</u>) Days after Acceptance 17 (or <u>15</u>) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. ☐ CR attached
L(4)	8D, 17A	Review of Seller Documents	17 (or <u>15</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(5)	8E, 16A	Preliminary ("Title") Report	17 (or <u>15</u>) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(6)	8F, 11H	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or <u>15</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 9B(6)	Review of leased or lien items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or <u>15</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms
M(1)	3E(3), 7A	Vacant Units to be delivered Vacant Tenant Occupied Units to be delivered subject to tenant rights	Upon notice of recordation On COE date	☐ Unit(s) _____ to be delivered vacant C.A.R. Form TOPA attached.
M(2)	7C	Seller Occupied to be delivered vacant	Upon Notice of recordation, OR ☐ 6 PM or _____ AM/ ☐ PM On COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after Delivery	
N(3)	11H(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	35	Evidence of representative authority	3 Days after Acceptance	

RIPA REVISED 6/23 (PAGE 2 OF 18)

Buyer's Initials ER / _____ Seller's Initials DS

RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 2 OF 18)

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201 S D Street,



Date: **April 5, 2024**

O	Intentionally Left Blank			
P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: ☐ _____; ☐ _____; ☐ _____.		
P(2)		Excluded Items: ☐ _____; ☐ _____; ☐ _____;		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11B(1)(A)	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☒ Provided by: JCP-LGS Disclosures	☐ Environmental ☐ Other _____
Q(2)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(3)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☒ Seller ☐ Both _____	
Q(5)	10A, 10B(2)	Government Required Point of Sale inspections, reports	☐ Buyer ☒ Seller ☐ Both _____	
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	☐ Buyer ☒ Seller ☐ Both _____	
Q(7)	10B(4)(A)	Fire extinguishers, sprinklers, hoses	☐ Buyer ☒ Seller ☐ Both _____	
Q(8)	10B(4)(B)	Drain cover and anti-entrapment devices for pool/spa	☐ Buyer ☐ Seller ☐ Both _____	
Q(9)	22B	Escrow Fees	☐ Buyer ☐ Seller ☐ Both _____ ☒ Each to pay their own fees	Escrow Holder: Linette Seright with Seright Escrow
Q(10)	16	Owner's title insurance policy	☐ Buyer ☒ Seller ☐ Both _____	Title Company (If different from Escrow Holder): Jim Medina with Fidelity National Title
Q(11)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(12)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(13)		City transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(14)	11H(2)	HOA fee for preparing disclosures	Seller	
Q(15)		HOA certification fee	Buyer	
Q(16)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(17)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____	
Q(18)	10B(4)	Installation of safety features, required by law	☐ Buyer ☒ Seller ☐ Both _____	
Q(19)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(20)	10C	Home warranty plan, chosen by Buyer. Coverage includes, but is not limited to: _____ Issued by: _____ ☒ Buyer waives home warranty plan	☐ Buyer ☐ Seller ☐ Both _____	If Seller or Both checked, Seller's cost not to exceed \$ _____.
R	Additional Tenancy Documents: ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate			
S	OTHER TERMS: 1. Seller to pay CBRE a commission of one and a half percent (1.5%) of the Purchase Price at the close of escrow. 2. Purchase is contingent upon Oxnard City Council approval. Said contingency not to exceed 30 days. 3. COE to be 60 days or less. 4. This is a cash offer. Buyer is not responsible for any fees associated with Seller's loan on the property.			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Mixed Use Purchase Addendum (C.A.R. Form MU-PA) ☐ Other _____

RIPA REVISED 6/23 (PAGE 3 OF 18)

Buyer's Initials

DS

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Seller's Initials

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RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 3 OF 18)

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201 S D Street,

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- | | |
|--|---|
| ☐ Addendum # _____ (C.A.R. Form ADM) | ☐ Assumed Financing Addendum (C.A.R. Form AFA) |
| ☐ Short Sale Addendum (C.A.R. Form SSA) | ☐ Back Up Offer Addendum (C.A.R. Form BUO) |
| ☐ Court Confirmation Addendum (C.A.R. Form CCA) | |
| ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI) | |
| ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) | ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA) |
| ☐ Other _____ | ☐ Other _____ |

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- | | |
|--|---|
| ☒ Buyer's Investigation Advisory (C.A.R. Form BIA) | ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) |
| ☒ Wire Fraud Advisory (C.A.R. Form WFA) | ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) |
| | (Parties may also receive a privacy disclosure from their own Agent.) |
| ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) | ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| ☐ Trust Advisory (C.A.R. Form TA) | ☐ Short Sale Information and Advisory (C.A.R. Form SSIA) |
| ☐ REO Advisory (C.A.R. Form REO) | ☐ Probate Advisory (C.A.R. Form PA) |
| ☐ Other _____ | ☐ Other _____ |

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(1)**.
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **FHA/VA:** If FHA or VA is checked in **paragraph 3E(1)**, a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.
- (5) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
- B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
- C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

- A. OCCUPANCY:** Seller shall disclose to Buyer which unit(s) are occupied by tenants (including any adult other than Seller). If a tenant occupied unit is to be delivered vacant pursuant to **paragraphs 3M(1)** or elsewhere, unless Otherwise Agreed, such as in a counter offer or C.A.R. Form TOPA, Seller is responsible for delivering the unit vacant. Occupancy may impact available financing.
- B. CONDITION OF PROPERTY ON CLOSING:**
- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
- C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.
- D. At Close Of Escrow:** (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
- E.** Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) ☒ **Fair Appraisal Act:** The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.

E. TITLE; Preliminary (Title) Report:

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 15G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

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- 2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.
- F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11H** ("CI Disclosures").
- G. **BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.
- H. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**
- I. **REMOVAL OF CONTINGENCY OR CANCELLATION:**
- (1) For any contingency specified in **paragraph 3L, 8, or elsewhere**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L or 5 Days** after Delivery of applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- J. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.
9. **ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. **ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.**
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.
 - (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
 - (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (5) Non-Dedicated Devices: All smart home and security system included in the sale include control devices, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
 - (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P or 9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.

- (9) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
(10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in **paragraph 3P(2)**; (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs **3Q(1-3)** and **(5)** only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in the any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.

B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within **the time specified in paragraph 3N(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) **INSTALLATION OF SAFETY FEATURES:**

(A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.

(B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation.

(5) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. HOME WARRANTY:

(1) Buyer shall choose the home warranty plan and any optional coverages indicated. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(20)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.

(2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(20), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. LEAD DISCLOSURES:

(1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").

(2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

B. RESIDENTIAL 1-4 PROPERTY DISCLOSURES:

(1) **TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**

(A) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.07 and 1102.19 of the Civil Code (C.A.R. Form FHDS).

Date: April 5, 2024

- (B) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.
- (C) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.
- (D) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**
- (2) **HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- (3) **DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- (4) **WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A, 11B(1)(A), 11B(2), and 11B(3)** are prohibited by Law.
- C. **RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(4) OR 5 Days** after Delivery of any disclosures specified in **paragraphs 11A, B(1), B(2), B(3)**, and defensible space addendum in **paragraph 11B(3)**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- D. **TERMINATION RIGHTS:**
- (1) **Statutory and Other Disclosures:** If any disclosure specified in **paragraphs 11A, B(1), B(2), or B(3)**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11C**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- E. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR** (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- F. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- G. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- H. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

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Buyer's Initials

ER

Seller's Initials

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RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 8 OF 18)

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- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- I. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- J. **WATER CONSERVING PLUMBING DEVICES:** Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller, within the time specified in **paragraph 3N(1)**, shall disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.
- K. **SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- L. **ELEVATED ELEMENTS:** If the Property is part of a building with 3 or more dwelling units, Health and Safety Code § 17973(m) requires that an inspection of any exterior elevated elements (such as, but not limited to, balconies, decks, stairways, and walkways) be completed by January 1, 2025 and every 6 years thereafter. Seller shall, within the time specified in **paragraph 3N(1)** provide to Buyer: (1) a copy of the inspection and accompanying report and, if any corrective work is required, proof that corrective work has been completed in accordance with code and permit requirements, or (2) a statement (i) that no such inspection has been made or (ii) if made, that no corrective work has been completed in accordance with the Health and Safety Code.
- M. **SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
- N. **PERMITS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- O. **STRUCTURAL MODIFICATIONS:** Seller, within the time specified in **paragraph 3N(1)**, shall in writing disclose to Buyer, Known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- P. **GOVERNMENTAL COMPLIANCE:** Within the time specified in **paragraph 3N(1)**,
(1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
(2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.
- Q. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- R. **COMMERCIAL SELLER PROPERTY QUESTIONNAIRE:** If Seller is not providing a SPQ, Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Commercial Seller Property Questionnaire (C.A.R. Form CSPQ).
- S. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items, if not already required under **paragraph 11B(1)(D)**. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
12. **TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. **RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- B. **INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
- C. **TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

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Buyer's Initials

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Seller's Initials

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RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 9 OF 18)

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201 S D Street,

- D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11, paragraph 12**, or under any disclosure Delivered to Buyer:
- (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
 - B.**
 - (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change.
 - (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS AND UNEARNED RENT:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, and all prepaid but unearned rents, if any, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant regarding the security deposit, in compliance with the California Civil Code.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
 - B.** Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general home inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) Any other specific inspections of the physical condition of the land and improvements.
 - (2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include but are not limited to an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
 - C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
 - E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 16. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(10)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
 - B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
 - C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
 - D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

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Buyer's Initials

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Seller's Initials

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RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 10 OF 18)

Date: **April 5, 2024**

- E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(6), 9B(8), 10, 11A, 11B, 11F, 11I-S, 12, 16A, 16D, and 35.**
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
- (2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11D.**
- (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1).**
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (v) Deliver a letter as required by **paragraph 6B**; (vi) In writing assume or accept leases or liens specified in **paragraph 8G**; (vii) Return Statutory and Other Disclosures as required by **paragraph 11C**; (viii) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **36**; (x) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 35**; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

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RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 11 OF 18)

- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

- C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10B(4)(B), 10C, 11E, 11H(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 21A or paragraph 3 of the Real Estate Brokers Section** is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11**, or elsewhere in this Agreement.
- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11E**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11E**.
- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.

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26. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS AND INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. **"Day" or "Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.

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RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 14 OF 18)

Date: **April 5, 2024**

- K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 18. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
- O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
- P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
33. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
34. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
35. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** or **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

DS
ER

DS
[Signature]



36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials

ER

Seller's Initials

DS

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials

ER

Seller's Initials

DS

ER

DS



Date: April 5, 2024

39. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity:
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:
_____.

C. The RIPA has 18 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

DocuSigned by:

(Signature) By, Emilio Ramirez Date: 4/5/2024

Printed name of BUYER: Housing Authority of the City of Oxnard

☐ Printed Name of Legally Authorized Signer: Emilio Ramirez Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMC0)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☒ Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: Ron Jenny.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:
_____.

C. The RIPA has 18 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

SELLER SIGNATURE(S):

DocuSigned by:

(Signature) By, Ron Jenny Date: 4/12/2024

Printed name of SELLER: A LEVY APARTMENTS LLC

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials



Date: April 5, 2024

REAL ESTATE BROKERS SECTION:

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm DocuSigned by: CBRE, Inc. Lic. # 00409987
By Joyce Goldstein Lic. # 01903737 Date 4/5/2024
By Brian Hutcherson Lic. # 02075144 Date 4/5/2024
Address 2000 Ave of the Stars, Suite 800 City Los Angeles State CA Zip _____
Email joyce.goldstein@cbre.com Phone # (818)907-4641

- ☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (check all that apply):

☐ Email above ☐ Text to Phone # above ☐ Alternate: _____

B. Seller's Brokerage Firm DocuSigned by: Keller Williams South Bay Lic. # 01854035
By Mason Rowland Lic. # 02035921 Date 4/12/2024
By _____ Lic. # _____ Date _____
Address 23670 Hawthorne Blvd., #100 City Torrance State CA Zip 90505
Email mason.rowland@kwcommercial.com Phone # (310)490-7623

- ☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (check all that apply):

☐ Email above ☐ Text to Phone # above ☐ Alternate: _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Broker or Designee Initials

Buyer's Initials

ER

Seller's Initials

FR

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RIPA REVISED 6/23 (PAGE 18 OF 18)



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 18 OF 18)

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201 S D Street,



**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

DocuSigned by:
Buyer/Seller/Landlord/Tenant Emilio Ramirez Date 4/5/2024
Housing Authority of the City of Oxnard
Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER
OR SELLER - DISCLOSURE AND CONSENT**
(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller *Don Jenny* **A LEVY APARTMENTS LLC** Date 4/12/2024
DocuSigned by: CB8F89E64FCE045B

Seller _____ Date _____
DocuSigned by:

Buyer *Emilio Ramirez* **Housing Authority of the City of Oxnard** Date 4/5/2024
DocuSigned by: AC20C3BD64EB467...

Buyer _____ Date _____
DocuSigned by:

Buyer's Brokerage Firm **CBRE, Inc.** DRE Lic # 00409987
By *Joyce Goldstein* DRE Lic # 01903737 Date 4/5/2024
DocuSigned by: 021447...
Joyce Goldstein

Seller's Brokerage Firm **Keller Williams South Bay** DRE Lic # 01854035
By _____ DRE Lic # 02035921 Date 4/12/2024
DocuSigned by: _____
Mason Rowland

By _____ Date _____
DocuSigned by: _____
Mason Rowland

By _____ Date _____
DocuSigned by: _____
Mason Rowland

By _____ Date _____
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Mason Rowland

By _____ Date _____
DocuSigned by: _____
Mason Rowland

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)

Property Address **201 S D Street, Oxnard, CA 93030**

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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BIA REVISED 12/21 (PAGE 1 OF 2)

BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Joyce Goldstein

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (818)502-6700

Fax:

www.lwolf.com

201 S D Street,

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

DocuSigned by:
 Buyer Emilio Ramirez Housing Authority of the City of Oxnard Date 4/5/2024
 AC20C3BD84EB467...
 Buyer _____ Date _____

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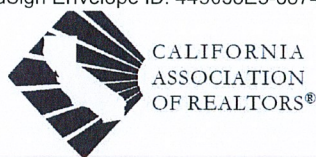


BIA REVISED 12/21 (PAGE 2 OF 2)

BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)

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201 S D Street,



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 201 S D Street, Oxnard, CA 93030 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	<u>Emilio Ramirez</u>	<u>Housing Authority of the City of Oxnard</u>	Date <u>4/5/2024</u>
Buyer/Tenant	<u>AC20C3BD64EB467...</u>	DocuSigned by:	Date
Seller/Landlord	<u>Don Denny</u>	<u>A LEVY APARTMENTS LLC</u>	Date <u>4/12/2024</u>
Seller/Landlord	<u>C8F89E64ECE045B...</u>		Date

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



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FAIR APPRAISAL ACT ADDENDUM

(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☒ Other ("Agreement"), dated 04/05/2024, on property known as RIPA 201 S D Street, Oxnard, CA 93030 ("Property"), in which A LEVY APARTMENTS LLC is referred to as ("Seller") and Housing Authority of the City of Oxnard is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

DocuSigned by:		
Buyer	<u>Emilio Ramirez</u>	Date <u>4/5/2024</u>
	<u>Housing Authority of the City of Oxnard</u>	
Buyer		Date
DocuSigned by:		
Seller	<u>Jon Denny</u>	Date <u>4/12/2024</u>
	<u>A LEVY APARTMENTS LLC</u>	
Seller		Date

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FAAA 6/22 (PAGE 1 OF 1)

FAIR APPRAISAL ACT ADDENDUM (FAAA PAGE 1 OF 1)



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SELLER COUNTER OFFER No. 1

May not be used as a multiple counter offer.

(C.A.R. Form SCO, Revised 6/23)

Date 04/08/2024

This is a counter offer to the Purchase Agreement, OR ☐ Buyer Counter Offer No. _____, ☐ Other _____ ("Offer"),
dated 04/05/2024, on property known as 201 S D St, Oxnard, California 93030 ("Property"),
between Housing Authority of the City of Oxnard ("Buyer"),
and A LEVY APARTMENTS LLC ("Seller").
Buyer and Seller are referred to as the "Parties."

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:

- A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in **paragraph 1D** of this or another Counter Offer or an addendum.
- B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but the dollar amount of any initial and increased deposit and Seller credits shall remain unchanged from the original Offer.
- C. Unless Otherwise Agreed or altered in another Counter Offer, if in the original offer (such as **paragraph 3L(2)** of the RPA) the appraisal contingency amount is lower than the original offered price, then the dollar amount of any difference ("Appraisal Gap") shall remain unchanged and be deducted from the final contract price to create the final appraisal contingency amount. (For example, if the purchase price in the offer is \$1,000,000, and Buyer reduces the appraisal contingency value to \$950,000, the "Appraisal Gap" is \$50,000. If the purchase price is increased to \$1,200,000 as a result of this counter offer, the appraisal contingency value shall be adjusted to \$1,150,000 (\$1,200,000 less \$50,000). If the property appraises below \$1,150,000, Buyer may exercise the appraisal contingency right to cancel this Agreement.)
- D. **OTHER TERMS:** See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

E. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):

- ☐ Addendum No. _____ (C.A.R. Form ADM)
☐ Back Up Offer Addendum (C.A.R. Form BUO)
☐ Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
☐ Seller Purchase of Replacement Property (C.A.R. Form SPRP)
☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA)
☐ Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Other _____ ☐ Other _____

2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:

- A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is signed in **paragraph 4** (if more than one signature then, the last signature date)(or by _____ ☐ AM/ ☐ PM on _____ (date)) (i) it is Signed in **paragraph 5** by Buyer and (ii) a copy of the Signed Seller Counter Offer is Delivered to Seller or Seller's Authorized Agent.
- B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communicating withdrawal to Buyer or Buyer's Agent (C.A.R. Form WOO may be used).
- C. OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.

3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in **2A** and **5**. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Counter Offer unless Otherwise Agreed.

Seller [Signature: Jon Denny] A LEVY APARTMENTS LLC Date 4/8/2024 | 1:27 PDT
 Seller C8F89E64ECE045B... Date _____

5. ACCEPTANCE: I/WE accept the above Seller Counter Offer (If checked ☐ SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. _____) and acknowledge receipt of a Copy.

Buyer [Signature: Emilio Ramirez] Housing Authority of the City of Oxnard Date 4/11/2024
 Buyer AC20C3BD64EB467... Date _____

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SCO Revised 6/23 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)



TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 201 S D St, Oxnard, California 93030 ("Property"),
in which Housing Authority of the City of Oxnard is referred to as ("Buyer/Tenant")
and A LEVY APARTMENTS LLC is referred to as ("Seller/Housing Provider").

1) SCO, Paragraph 1D, Other Terms:

1. Price to be \$2,400,000

2. Upon expiration of the buyer's contingency period, the Earnest Money Deposit shall go hard and then be transferred to the seller's 1031 exchange accommodator.

3. Chicago Title shall be the escrow holder & title company for this transaction.

4. This is an as is sale. No credits, no repairs.

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer/Tenant Emilio Ramirez Date 4/11/2024
Housing Authority of the City of Oxnard

Buyer/Tenant _____ Date _____

Seller/Housing Provider Don Denny Date 4/8/2024 | 1:27 PDT
A LEVY APARTMENTS LLC

Seller/Housing Provider _____ Date _____

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TOA REVISED 6/23 (PAGE 1 OF 1)

TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)

Keller Williams Commercial, 23670 Hawthorne Blvd. #100 Torrance CA 90505
Mason Rowland

Phone: 3104907623
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: (310) 375-6860
www.lwolf.com

Joyce Goldstein D



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ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Residential Listing Agreement, ☐ Buyer Representation Agreement,
☐ Other _____ ("Agreement"), dated

04/05/2024, on property known as 201 S D St, Oxnard, California 93030
between Housing Authority of the City of Oxnard ("Buyer/Tenant/Broker")
and A LEVY APARTMENTS LLC ("Seller/Landlord/Broker").

1. Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.

- A. ☒ Multiple Associate-Licensees working with Seller/Landlord;
OR B. ☐ Multiple Associate-Licensees working with Buyer/Tenant;

2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker:

Real Estate Broker name: Keller Williams South Bay (KW Commercial)

If applicable, Team Name: _____

B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.

C. Agent Josh Feldman DRE Lic # 02163574
Agent Ryan Rembert DRE Lic # 01975525
Agent _____ DRE Lic # _____
Agent _____ DRE Lic # _____
Agent _____ DRE Lic # _____

3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Seller's Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Buyer's Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant Emilio Ramirez Housing Authority of the City of Oxnard Date 4/9/2024
AC20C3BD64EB467... Date _____

Buyer/Tenant _____ Date _____
DocuSigned by: _____
Seller/Landlord Fon Denny A LEVY APARTMENTS LLC Date 4/8/2024 | 1:27 PDT
CBF89E64ECE045B... Date _____

Seller's Brokerage Firm Keller Williams South Bay (KW Commercial) DRE Lic. # 01854035
By Mason Rowland DRE Lic. # 02035921 Date 4/8/2024 | 11:04 PDT

Buyer's Brokerage Firm CBRE, Inc. DRE Lic. # 00409987
By Joyce Goldstein DRE Lic. # 01903737 Date 4/9/2024
45278C85A021447...

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AAA REVISED 12/21 (PAGE 1 OF 1)



ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)

Keller Williams Commercial, 23670 Hawthorne Blvd. #100 Torrance CA 90505
Mason Rowland

Phone: 3104907623 Fax: (310) 375-6860
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

Joyce Goldstein D



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BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT

(C.A.R. Form BRBC, 12/22)

1. **REPRESENTATION PERIOD AND RIGHT TO REPRESENT:** Housing Authority of the City of Oxnard ("Buyer") grants CBRE, Inc. ("Broker") beginning on _____ (date) and ending (i) _____ days later at 11:59 P.M., or (ii) upon completion of a resulting transaction, whichever occurs first ("Representation Period"), the non-exclusive right (unless **paragraph 4B(2)** is checked) to represent Buyer in acquiring real property or a manufactured home.
2. **NO PRE-EXISTING BUYER REPRESENTATION AND COMPENSATION AGREEMENTS:** Buyer acknowledges that Buyer has not entered into a representation agreement with another broker and has no obligation to pay compensation to any other broker, arising out of the acquisition of the Property identified in **paragraph 3**, except (identify other brokers and properties): _____.

3. **PROPERTY TO BE ACQUIRED ("Property"):**

A. Location: 201 S D Street

☐ City(ies) of Oxnard, ☐ County(ies) of Ventura

Price range: \$ 2,000,000.00 to \$ 2,500,000.00

Other: _____

- OR B. ☐ The following specified properties only: _____
- OR C. ☐ The properties identified on the attached list.

4. **COMPENSATION TO BROKER:**

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker).

A. **BUYER AGREES TO PAY TO BROKER AS FOLLOWS:** ((1) applies unless (2) or (3) is checked. Do not check both.)

(1) _____ percent of the acquisition price AND \$ _____,

OR ☒ (2) \$ 30,000.00

OR ☐ (3) Pursuant to the compensation schedule attached.

B. **BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to compensation specified in **paragraph 4A** from Buyer if during the Representation Period, or any extension thereof, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 3**, and the seller thereof completes the transaction or is prevented from doing so by default of Buyer as follows:

(1) **BROKER INVOLVEMENT (NON-EXCLUSIVE REPRESENTATION):** Compensation is payable only if there was Broker Involvement with the Property. "Broker Involvement" means any of the following: (i) Buyer physically entered and was shown the Property by Broker; (ii) Broker showed the Property to Buyer virtually; (iii) Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; or (iv) the Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Buyer, specifically, or assisting Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Buyer's potential acquisition of the Property.

OR ☒ (2) **BUYER ACQUISITION (EXCLUSIVE REPRESENTATION):** This Agreement shall be exclusive and irrevocable. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.**

(3) Buyer includes any person or entity, other than Broker, related to Buyer or who in any manner acts on Buyer's behalf to acquire property described in **paragraph 3**.

C. **CANCELLATION OF BUYER REPRESENTATION AGREEMENT:**

(1) Either Buyer or Broker may cancel this Agreement by giving written notice to the other. This Agreement shall be terminated: (i) If **paragraph 4B(1)** applies, upon receipt of the notice or ☐ _____ days after receipt; or (ii) If **paragraph 4B(2)** applies, 30 days after receipt of the notice. Broker shall nonetheless be entitled to compensation if, during the Representation Period or any time specified in **paragraph 4E**, Buyer acquires Property for which there was Broker Involvement (C.A.R. Form NBIP **paragraph 4B(1)**) provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement. The written list of Broker Involvement properties shall be delivered to Buyer within 5 calendar days after the effective date of the cancellation. Before, during and after the 5-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.

☐ (2) (If checked AND only if **paragraph 4B(2)** applies) Neither party shall have the right to cancel this Agreement prior to expiration, except by mutual agreement.

D. **ACCOUNTING FOR PAYMENTS TO BROKER BY OTHERS:**

(1) If anyone other than Buyer compensates Broker for services covered by this Agreement, that amount shall be credited toward Buyer's obligation to pay compensation.

(2) If third-party payments received exceed Buyer's obligation, the excess amount shall be paid to Broker, or ☐ credited to Buyer, or ☐ other _____.

(3) **AUTHORIZATION TO INCLUDE COMMISSION IN OFFER:** Buyer authorizes (☐ does not authorize) Broker to include a term in Buyer's offer obligating Seller to pay Broker directly or through escrow, for any compensation that Buyer owes Broker.

E. **ADDITIONAL BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to the compensation provided for in **paragraph 4A** if, within _____ calendar days after expiration of the Representation Period or any extension thereof or, if there is a cancellation, after the effective date of the cancellation in **paragraph 4C**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement provided, prior to expiration of this Agreement or any extension thereof or, if there is a cancellation, within the time specified in **paragraph 4C**, Broker delivers Buyer a written notice of those properties which there was Broker Involvement (C.A.R. Form NBIP).

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Buyer's Initials

DS
ER

Broker's Initials

BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT (BRBC PAGE 1 OF 3)



F. DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:

- (1) Broker, prior to writing an offer on a property (OR, if checked, ☐ prior to showing a property) will disclose to Buyer the amount of compensation Broker expects to receive from a third-party on that property by providing Buyer with either: (i) a copy of the MLS listing showing the cooperating compensation offered to Broker; or (ii) a separate document, such as an Anticipated Broker Compensation Disclosure (C.A.R. Form ABCD).
- (2) Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer.
- (3) Buyer is responsible for payment of compensation if the third-party does not pay as anticipated.

G. TIMING OF COMPENSATION: Compensation is payable:

- (1) Upon completion of any resulting transaction, and if escrow is used, through escrow. Broker shall be entitled to compensation whether any escrow resulting from an agreement for Property specified in **paragraph 3** closes during or after the expiration of the Representation Period.
- (2) If acquisition is prevented by default of Buyer, upon Buyer's default.
- (3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 4A**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

H. PAYMENT THROUGH ESCROW: Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Buyer's funds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Buyer and a seller or other transferor.**I. PREEXISTING BUYER REPRESENTATION AND COMPENSATION AGREEMENTS:** If Buyer acquires a Property during the time Buyer is obligated to compensate another broker identified in **paragraph 2**, Broker is neither entitled to compensation under this Agreement, nor obligated to represent Buyer in such transaction.**5. AGENCY RELATIONSHIPS:****A. DISCLOSURE:** Buyer acknowledges receipt of the ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) prior to entering into this Agreement.**B. POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or both Buyer and Seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges receipt of a ☒ Possible Representation of More Than One Buyer or Seller – Disclosure and Consent (C.A.R. Form PRBS).**6. BROKER AUTHORIZATIONS AND OBLIGATIONS:****A.** Buyer authorizes Broker and Broker agrees to use reasonable skill and diligence to provide guidance to and help Buyer with the acquisition of Property. Broker will assist Buyer by (i) locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, and assisting Buyer in negotiating for acceptance of such offers and, as applicable, terms and conditions following such acceptance, and facilitating the escrow process for such accepted offers; (ii) as directed by or agreed with Buyer, ordering reports and Investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer; and (iii) upon request, providing Buyer with a list of professionals or vendors who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and (iv) upon request, assisting Buyer with the financing process by making referrals to lenders known to Broker, and assisting Buyer in obtaining loan pre-qualification, to the extent Broker can do so without acting as a Mortgage Loan Broker. See C.A.R. Form BTA for more information.**B.** If the Property contains residential property with one to four dwelling units, Broker will conduct a reasonably competent and diligent, visual inspection of the accessible areas of the one to four Property (excluding any common areas) and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection.**C.** Broker shall deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker during the Representation Period. Unless otherwise specified in writing, any information provided through Broker in the course of representing Buyer has not been and will not be verified by Broker.**D.** Broker's services are performed in compliance with federal, state and local anti-discrimination laws.**7. BUYER OBLIGATIONS:****A. GOOD FAITH:** Buyer agrees to timely view and consider properties selected by Broker and to negotiate in good faith to acquire a property. Buyer further agrees to act in good faith toward the completion of any contract entered into for a Property in furtherance of this Agreement.**B. PERSONAL AND FINANCIAL INFORMATION:** Within 5 (or ☐ _____) calendar days from the execution of this Agreement, Buyer shall provide relevant personal and financial information, including, but not limited to, proof of funds and a preapproval/prequalification letter, to Broker to assure Buyer's ability to acquire Property. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, then Broker may cancel this Agreement in writing.**C. REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE:** Buyer is obligated, and agrees, to read all documents provided to Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Investigation Advisory. Buyer is advised to read the attached Buyer's Investigation Advisory and Buyer Transactional Advisory for a list of items and other concerns that may warrant investigation by Buyer or other professionals.**D. REPORTS/INVESTIGATIONS:** Buyer agrees to pay for reports, Investigations and meetings arranged by Broker on Buyer's behalf.**E. BUYER MATERIAL ISSUES:** Buyer shall notify Broker in writing (C.A.R. Form BMI) of any material issue to Buyer, such as, but not limited to, Buyer requests for information on, or concerns regarding, any particular subject of interest or importance to Buyer.**F. INCORRECT, INCOMPLETE OR INACCURATE INFORMATION:** Buyer agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect information supplied by Buyer, or from any Material Issues that Buyer fails to disclose in writing to Broker.**8. ATTORNEY FEES:** In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and costs, except as otherwise specified in **paragraph 9A**.**9. DISPUTE RESOLUTION:****A. MEDIATION:** Buyer and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney's fees from the non-mediating party, notwithstanding the terms in **paragraph 8**. Exclusions from the mediation agreement are specified in **paragraph 9B**.

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Buyer's Initials ER / Broker's Initials _____**BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT (BRBC PAGE 2 OF 3)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

201 S D Street,



B. MEDIATION TERMS: The following matters are excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provisions, provided the filing party, concurrent with or immediately after such filing, makes a request to the court for a stay of litigation pending any mediation proceeding.

10. ADVISORIES, ADDENDA AND DISCLOSURES: The following advisories, addenda and disclosures are attached:

- A. ☒ Buyer Transactional Advisory (C.A.R. Form BTA)
 B. ☒ Buyer's Investigation Advisory (C.A.R. Form BIA)
 C. ☒ Possible Representation of More Than One Buyer or Seller (C.A.R. Form PRBS)
 D. ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 E. ☐ Other: _____

11. OTHER TERMS: _____

12. ENTIRE AGREEMENT: All understanding between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy, facsimile, or electronic, may be executed in counterparts.

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

☐ **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to Broker, within **3 Days** of signing, evidence of authority to act in that capacity.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____
- (4) If a trust, Buyer may be identified as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

BUYER SIGNATURE(S):

DocuSigned by:

(Signature) By, Emilio Ramirez Date: 4/5/2024

Printed name of Buyer: Housing Authority of the City of Oxnard

☐ Printed Name of Legally Authorized Signer: Emilio Ramirez Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

(Signature) By, _____ Date: _____

Printed name of Buyer: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) CBRE, Inc. DRE Lic# 00409987

Address 2000 Ave of the Stars, Suite 800 City Los Angeles State CA Zip _____

By Joyce Goldstein Date 4/5/2024

Tel. (818) 907-4644 E-mail joyce.goldstein@cbre.com DRE Lic# 01903737

By _____ Date _____

Tel. _____ E-mail _____ DRE Lic# _____

☐ Two Brokers with different companies are representing the Buyer. Co-Buyer Brokers information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

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BRBC 12/22 (PAGE 3 OF 3)

BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT (BRBC PAGE 3 OF 3)

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201 S D Street,



BUYER TRANSACTIONAL ADVISORY

(C.A.R. Form BTA, 12/22)

1. **GENERAL INFORMATION:** Buying real property is a process that has many different aspects to it. The information below will help you evaluate your role and the roles of others in the buying process.
2. **BUYER OBLIGATIONS:**
 - A. **REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE:** Buyers have an affirmative duty to take steps to protect themselves, including discovery of the legal, practical and technical implications of discovered or disclosed facts, and investigation of information and facts which are known to them or are within their diligent attention and observation. Buyers are obligated to read all documents provided to them. Buyers should seek desired assistance from appropriate professionals, selected by them, such as those referenced in the attached Buyer's Investigation Advisory (C.A.R. Form BIA). Buyers are advised to read the attached Buyer's Investigation Advisory for a list of items and other concerns that may warrant investigation by them or other professionals.
 - B. **COMMUNICATING IMPORTANT ISSUES:** Buyers need to notify their Agent in writing of any important or material issue to them (C.A.R. Form BMI). If buyers' circumstances or interests change during the property buying process, buyers should notify their Agent, in writing.
3. **AGENT DUTIES AND LIMITATIONS:** Agents perform many services for buyers during the course of the home buying process. The sophistication of the buyers, the experience of others involved in a transaction, and the requirements of the specific transaction will all impact the Agent's duties.
 - A. **AGENT AUTHORIZATIONS, OBLIGATIONS AND LIMITATIONS:** For property transactions of which Agent is aware and not precluded from participating in by buyers, during the representation period, Agents are authorized to (i) provide and review forms to create a property contract for the acquisition of a specific property; (ii) deliver or communicate to buyers any disclosures, materials or information received by, in the personal possession of, or personally known to, the individual Agent signing below; and (iii) if the property contains at least one but not more than four residential units, perform a reasonably competent and diligent, visual inspection of the accessible areas of the 1-4 units and disclose to buyers any material facts concerning the value or desirability of the property that was observable in the inspection. Unless otherwise specified in writing, any information provided through Agent in the course of representing buyers has not been and will not be verified by Agent. Agent's services are performed in compliance with federal, state and local anti-discrimination laws. Agent owes no duty to inspect for common environmental hazards, earthquake weaknesses, or geologic and seismic hazards.
 - B. **SCOPE OF AGENT DUTIES:** Buyers acknowledge and agree that Agent: (i) does not decide what price buyers should pay or a seller will accept; (ii) does not guarantee the condition of the property; (iii) does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by seller or others; (iv) does not have an obligation to conduct an inspection of common areas or areas off the site of the property; (v) shall not be responsible for identifying defects on the property, in common areas or offsite unless such defects are visually observable by an inspection of reasonable accessible areas of the property or are known to Agent; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines, easements, or other encroachments on title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by buyers or seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyers are advised to, and agree to, seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
 - C. **BUYER REPRESENTATION AGREEMENT ALLOWS DUAL AGENCY:** The Representation Agreement permits Broker to act as a dual agent for both buyer and seller in a transaction. Under California law, even though one individual real estate agent may be the only licensee in direct contact with a buyer on a property transaction and another individual agent may be the only licensee in direct contact with a seller for that same transaction, since both agents work for the same firm the brokerage firm, the brokerage firm and its agents are all dual agents in that transaction. It is also legally permissible for one real estate agent to be in direct contact with both buyer and seller, in which case a dual agency will also be established for both the brokerage firm and the agent in that transaction. If Buyer does not want to allow dual agency, then Buyer should discuss with Broker the implications of such a request and then come to an agreement with Broker.

By signing below, Buyer acknowledges that they have read, understand, and have received a Copy of this Buyer Transactional Advisory.

DocuSigned by:

Buyer Emilio Ramirez Housing Authority of the City of Oxnard Date 4/5/2024
 Buyer AC20C3BD64EB467... Date _____

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BUYER TRANSACTIONAL ADVISORY (BTA PAGE 1 OF 1)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Emilio Ramirez Housing Authority of the City of Oxnard Date 4/5/2024
AC20C3BD64EB467...

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent DocuSigned by: CBRE, Inc. DRE Lic. # 00409987
By Joyce Goldstein Real Estate Broker (Firm) Joyce Goldstein DRE Lic. # 01903737 Date 4/5/2024
45278C85A02... Salesperson or Broker-Associate, if any)

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AD REVISED 12/21 (PAGE 1 OF 2)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c)

"Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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201 S D Street,



FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords/Housing Providers
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers

8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FHDA REVISED 6/23 (PAGE 1 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://calcivilrights.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory

DocuSigned by:

Buyer/Tenant Emilio Ramirez Housing Authority of the City of Oxnard Date 4/5/2024
 Buyer/Tenant AC20C3BD64EB467... Date _____

Seller/Housing Provider A LEVY APARTMENTS LLC Date _____

Seller/Housing Provider _____ Date _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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201 S D Street,



CALIFORNIA
ASSOCIATION
OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller	<u>A LEVY APARTMENTS LLC</u>	Date	
Seller	DocuSigned by:	Date	
Buyer	<u>Emilio Ramirez</u>	<u>Housing Authority of the City of Oxnard</u>	Date <u>4/5/2024</u>
Buyer	AC20C3BD64EB467...	Date	
Buyer's Brokerage Firm	<u>CBRE, Inc.</u>	DRE Lic # <u>00409987</u>	
By	<u>Joyce Goldstein</u>	DRE Lic # <u>01903737</u>	Date <u>4/5/2024</u>
	Joyce Goldstein 021447...		
Seller's Brokerage Firm	<u>Keller Williams South Bay</u>	DRE Lic # <u>01854035</u>	
By	<u>Mason Rowland</u>	DRE Lic # <u>02035921</u>	Date

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/21)

Property Address: 201 S D Street, Oxnard, CA 93030 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	<u>Emilio Ramirez</u>	<u>Housing Authority of the City of Oxnard</u>	Date <u>4/5/2024</u>
Buyer/Tenant	<u>AC20C3BD64EB467...</u>		Date _____
Seller/Landlord		<u>A LEVY APARTMENTS LLC</u>	Date _____
Seller/Landlord			Date _____

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WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RIPA, Revised 6/23)

Date Prepared: April 5, 2024**1. OFFER:**

- A. THIS IS AN OFFER FROM** Housing Authority of the City of Oxnard ("Buyer").
☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ Other _____
- B. THE PROPERTY** to be acquired is 201 S D Street, situated in Oxnard (City), Ventura (County), California, 93030 (Zip Code), Assessor's Parcel No(s). 202-0-082-010 ("Property").
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
- Seller's Brokerage Firm** Keller Williams South Bay License Number 01854035
 Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
Seller's Agent Mason Rowland License Number 02035921
 Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm** CBRE, Inc. License Number 00409987
 Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
Buyer's Agent Joyce Goldstein License Number 01903737
 Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
- C.** ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

- 3. TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 18 pages. The Parties are advised to read all 18 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ <u>2,200,000.00</u>	☐ All Cash
B		Close of Escrow (COE)	☒ <u>60</u> Days after Acceptance OR on ☐ _____ (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or ☐ AM/ ☐ PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>70,000.00</u> (<u>3.18</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <u>5</u>) business days after Acceptance by wire transfer OR ☐ _____
D(2)	5A(2)	☐ Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR ☐ _____ (date) OR ☐ _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	\$ _____ (_____ % of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above 17 (or _____) Days after Acceptance	Conventional or, if checked, ☐ FHA (Forms FVAC/HID attached) ☐ VA (Form FVAC attached) ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	Occupancy Type	Investment, or if checked, ☐ Primary ☐ Secondary	
F	5D	Balance of Down Payment	\$ <u>2,130,000.00</u>	
		PURCHASE PRICE TOTAL	\$ <u>2,200,000.00</u>	

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RIPA REVISED 6/23 (PAGE 1 OF 18)

Buyer's Initials

DS

ER

Seller's Initials



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 1 OF 18)

Joyce Goldstein

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (818) 502-6700

Fax:

www.lwolf.com

201 S D Street,

Date: **April 5, 2024**

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	☐ \$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	21	☐ Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	☒ No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ \$ _____	17 (or <u>15</u>) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 15	Investigation of Property	17 (or <u>15</u>) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. ☐ CR attached
		Informational Access to Property	17 (or <u>15</u>) Days after Acceptance Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	
L(4)	8D, 17A	Review of Seller Documents	17 (or <u>15</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(5)	8E, 16A	Preliminary ("Title") Report	17 (or <u>15</u>) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(6)	8F, 11H	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or <u>15</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 9B(6)	Review of leased or lien items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or <u>15</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms
M(1)	3E(3), 7A	Vacant Units to be delivered Vacant Tenant Occupied Units to be delivered subject to tenant rights	Upon notice of recordation On COE date	☐ Unit(s) _____ to be delivered vacant C.A.R. Form TOPA attached.
M(2)	7C	Seller Occupied to be delivered vacant	Upon Notice of recordation, OR ☐ 6 PM or _____ AM/ ☐ PM On COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after Delivery	
N(3)	11H(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	35	Evidence of representative authority	3 Days after Acceptance	

RIPA REVISED 6/23 (PAGE 2 OF 18)

Buyer's Initials ER / _____ Seller's Initials _____ / _____

RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 2 OF 18)

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201 S D Street,



Date: April 5, 2024

O	Intentionally Left Blank			
P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: ☐ _____; ☐ _____; ☐ _____.		
P(2)		Excluded Items: ☐ _____; ☐ _____; ☐ _____.		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11B(1)(A)	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☒ Provided by: <u>JCP-LGS Disclosures</u>	☐ Environmental ☐ Other _____
Q(2)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(3)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☒ Seller ☐ Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	☐ Buyer ☒ Seller ☐ Both _____	
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	☐ Buyer ☒ Seller ☐ Both _____	
Q(7)	10B(4)(A)	Fire extinguishers, sprinklers, hoses	☐ Buyer ☒ Seller ☐ Both _____	
Q(8)	10B(4)(B)	Drain cover and anti-entrapment devices for pool/spa	☐ Buyer ☐ Seller ☐ Both _____	
Q(9)	22B	Escrow Fees	☐ Buyer ☐ Seller ☐ Both _____ ☒ Each to pay their own fees	Escrow Holder: <u>Linette Seright with Seright Escrow</u>
Q(10)	16	Owner's title insurance policy	☐ Buyer ☒ Seller ☐ Both _____	Title Company (If different from Escrow Holder): <u>Jim Medina with Fidelity National Title</u>
Q(11)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(12)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(13)		City transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(14)	11H(2)	HOA fee for preparing disclosures	Seller	
Q(15)		HOA certification fee	Buyer	
Q(16)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	
Q(17)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(18)	10B(4)	Installation of safety features, required by law	☐ Buyer ☒ Seller ☐ Both _____	
Q(19)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(20)	10C	Home warranty plan, chosen by Buyer. Coverage includes, but is not limited to: _____ _____	☐ Buyer ☐ Seller ☐ Both _____ Issued by: _____ ☒ Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____.
R	Additional Tenancy Documents: ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate			
S	OTHER TERMS: <u>1. Seller to pay CBRE a commission of one and a half percent (1.5%) of the Purchase Price at the close of escrow. 2. Purchase is contingent upon Oxnard City Council approval. Said contingency not to exceed 30 days. 3. COE to be 60 days or less. 4. This is a cash offer. Buyer is not responsible for any fees associated with Seller's loan on the property.</u>			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)☐ Mixed Use Purchase Addendum (C.A.R. Form MU-PA) ☐ Other _____

DS

RIPA REVISED 6/23 (PAGE 3 OF 18)

Buyer's Initials

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Seller's Initials



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 3 OF 18)

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201 S D Street,

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- | | |
|--|---|
| ☐ Addendum # _____ (C.A.R. Form ADM) | ☐ Assumed Financing Addendum (C.A.R. Form AFA) |
| ☐ Short Sale Addendum (C.A.R. Form SSA) | ☐ Back Up Offer Addendum (C.A.R. Form BUO) |
| ☐ Court Confirmation Addendum (C.A.R. Form CCA) | |
| ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI) | |
| ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) | ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA) |
| ☐ Other _____ | ☐ Other _____ |

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- | | |
|--|---|
| ☒ Buyer's Investigation Advisory (C.A.R. Form BIA) | ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) |
| ☒ Wire Fraud Advisory (C.A.R. Form WFA) | ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) |
| | (Parties may also receive a privacy disclosure from their own Agent.) |
| ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) | ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| ☐ Trust Advisory (C.A.R. Form TA) | ☐ Short Sale Information and Advisory (C.A.R. Form SSIA) |
| ☐ REO Advisory (C.A.R. Form REO) | ☐ Probate Advisory (C.A.R. Form PA) |
| ☐ Other _____ | ☐ Other _____ |

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(1)**.
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **FHA/VA: If FHA or VA is checked in paragraph 3E(1)**, a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.
- (5) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

- A. OCCUPANCY:** Seller shall disclose to Buyer which unit(s) are occupied by tenants (including any adult other than Seller). If a tenant occupied unit is to be delivered vacant pursuant to **paragraphs 3M(1)** or elsewhere, unless Otherwise Agreed, such as in a counter offer or C.A.R. Form TOPA, Seller is responsible for delivering the unit vacant. Occupancy may impact available financing.
- B. CONDITION OF PROPERTY ON CLOSING:**
- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
- C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.
- D. At Close Of Escrow:** (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
- E.** Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) ☒ **Fair Appraisal Act:** The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.

E. TITLE; Preliminary (Title) Report:

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 15G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

- 2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11H** ("CI Disclosures").
- G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.
- H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.
- I. REMOVAL OF CONTINGENCY OR CANCELLATION:**
- (1) For any contingency specified in **paragraph 3L, 8, or elsewhere**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- J. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.
- 9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.**
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.
- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: All smart home and security system included in the sale include control devices, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- (8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.

- (9) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
(10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in **paragraph 3P(2)**; (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs **3Q(1-3)** and **(5)** only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in the any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.

B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within **the time specified in paragraph 3N(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) **INSTALLATION OF SAFETY FEATURES:**

(A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.

(B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation.

(5) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. HOME WARRANTY:

(1) Buyer shall choose the home warranty plan and any optional coverages indicated. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(20)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.

(2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(20), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. LEAD DISCLOSURES:

(1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").

(2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

B. RESIDENTIAL 1-4 PROPERTY DISCLOSURES:

(1) **TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**

(A) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

Date: **April 5, 2024**

- (B) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.
- (C) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.
- (D) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**
- (2) **HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- (3) **DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- (4) **WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A, 11B(1)(A), 11B(2), and 11B(3)** are prohibited by Law.
- C. **RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(4) OR 5 Days** after Delivery of any disclosures specified in **paragraphs 11A, B(1), B(2), B(3)**, and defensible space addendum in **paragraph 11B(3)**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- D. **TERMINATION RIGHTS:**
- (1) **Statutory and Other Disclosures:** If any disclosure specified in **paragraphs 11A, B(1), B(2), or B(3)**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11C**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- E. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR** (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- F. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- G. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- H. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

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Buyer's Initials

ER

Seller's Initials



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 8 OF 18)

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201 S D Street,

- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- I. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- J. **WATER CONSERVING PLUMBING DEVICES:** Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller, within the time specified in **paragraph 3N(1)**, shall disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.
- K. **SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- L. **ELEVATED ELEMENTS:** If the Property is part of a building with 3 or more dwelling units, Health and Safety Code § 17973(m) requires that an inspection of any exterior elevated elements (such as, but not limited to, balconies, decks, stairways, and walkways) be completed by January 1, 2025 and every 6 years thereafter. Seller shall, within the time specified in **paragraph 3N(1)** provide to Buyer: (1) a copy of the inspection and accompanying report and, if any corrective work is required, proof that corrective work has been completed in accordance with code and permit requirements, or (2) a statement (i) that no such inspection has been made or (ii) if made, that no corrective work has been completed in accordance with the Health and Safety Code.
- M. **SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
- N. **PERMITS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- O. **STRUCTURAL MODIFICATIONS:** Seller, within the time specified in **paragraph 3N(1)**, shall in writing disclose to Buyer, Known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- P. **GOVERNMENTAL COMPLIANCE:** Within the time specified in **paragraph 3N(1)**,
(1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
(2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.
- Q. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- R. **COMMERCIAL SELLER PROPERTY QUESTIONNAIRE:** If Seller is not providing a SPQ, Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Commercial Seller Property Questionnaire (C.A.R. Form CSPQ).
- S. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items, if not already required under **paragraph 11B(1)(D)**. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
12. **TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. **RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- B. **INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
- C. **TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

- D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11, paragraph 12**, or under any disclosure Delivered to Buyer:
- (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
 - B.**
 - (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change.
 - (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS AND UNEARNED RENT:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, and all prepaid but unearned rents, if any, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant regarding the security deposit, in compliance with the California Civil Code.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
 - B.** Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general home inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) Any other specific inspections of the physical condition of the land and improvements.
 - (2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include but are not limited to an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
 - C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
 - E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 16. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(10)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
 - B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
 - C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
 - D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

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Buyer's Initials

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Seller's Initials



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 10 OF 18)

- E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(6), 9B(8), 10, 11A, 11B, 11F, 11I-S, 12, 16A, 16D, and 35.**
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
- (2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11D.**
- (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1).**
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (v) Deliver a letter as required by **paragraph 6B**; (vi) In writing assume or accept leases or liens specified in **paragraph 8G**; (vii) Return Statutory and Other Disclosures as required by **paragraph 11C**; (viii) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **36**; (x) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 35**; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

Date: April 5, 2024

- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

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Buyer's Initials

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Seller's Initials



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 12 OF 18)

- C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10B(4)(B), 10C, 11E, 11H(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 21A or paragraph 3 of the Real Estate Brokers Section** is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11**, or elsewhere in this Agreement.
- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11E**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11E**.
- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.

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- 26. ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. DEFINITIONS AND INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.

Date: April 5, 2024

- K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 18. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
- O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
- P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
33. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
34. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
35. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** or **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials ER / _____

Seller's Initials _____ / _____

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials ER / _____

Seller's Initials _____ / _____

Date: April 5, 2024

39. OFFER

A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☐ **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity:
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:
_____.

C. The RIPA has 18 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

DocuSigned by:

(Signature) By, Emilio Ramirez Date: 4/5/2024

Printed name of BUYER: Housing Authority of the City of Oxnard

☐ Printed Name of Legally Authorized Signer: EMILIO RAMIREZ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☐ **Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:
_____.

C. The RIPA has 18 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: A LEVY APARTMENTS LLC

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials



Date: April 5, 2024

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm CBRE, Inc. Lic. # 00409987
By Joyce Goldstein Lic. # 01903737 Date 4/5/2024
By Brian Hutcherson Lic. # 02075144 Date 4/5/2024
Address 2000 Ave of the Stars, Suite 800 City Los Angeles State CA Zip _____
Email joyce.goldstein@cbre.com Phone # (818)907-4641

- ☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (check all that apply):

☐ Email above ☐ Text to Phone # above ☐ Alternate: _____

B. Seller's Brokerage Firm Keller Williams South Bay Lic. # 01854035
By Mason Rowland Lic. # 02035921 Date _____
By _____ Lic. # _____ Date _____
Address 23670 Hawthorne Blvd., #100 City Torrance State CA Zip 90505
Email mason.rowland@kwcommercial.com Phone # (310)490-7623

- ☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (check all that apply):

☐ Email above ☐ Text to Phone # above ☐ Alternate: _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).

Broker or Designee Initials

Buyer's Initials

DS
ER

Seller's Initials

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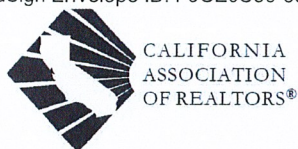
RIPA REVISED 6/23 (PAGE 18 OF 18)



RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 18 OF 18)

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201 S D Street,



BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)

Property Address **201 S D Street, Oxnard, CA 93030**

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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BIA REVISED 12/21 (PAGE 1 OF 2)

BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Joyce Goldstein

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Phone: (818)502-6700

Fax:

www.lwolf.com

201 S D Street,

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

DocuSigned by:
Buyer Emilio Ramirez Housing Authority of the City of Oxnard Date 4/5/2024
AC20C3BD84EB467...
Buyer _____ Date _____

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201 S D Street,



CALIFORNIA
ASSOCIATION
OF REALTORS®

FAIR APPRAISAL ACT ADDENDUM

(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☒ Other ("Agreement"), dated 04/05/2024, on property known as 201 S D Street, Oxnard, CA 93030 ("Property"), in which A LEVY APARTMENTS LLC is referred to as ("Seller") and Housing Authority of the City of Oxnard is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

DocuSigned by:
Buyer Emilio Ramirez Date 4/5/2024
Housing Authority of the City of Oxnard
Buyer _____ Date _____
Seller A LEVY APARTMENTS LLC Date _____
Seller _____ Date _____

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FAAA 6/22 (PAGE 1 OF 1)

FAIR APPRAISAL ACT ADDENDUM (FAAA PAGE 1 OF 1)



**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

DocuSigned by:
Buyer/Seller/Landlord/Tenant Emilio Ramirez Date 4/5/2024
Housing Authority of the City of Oxnard
Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/22 (PAGE 1 OF 1)

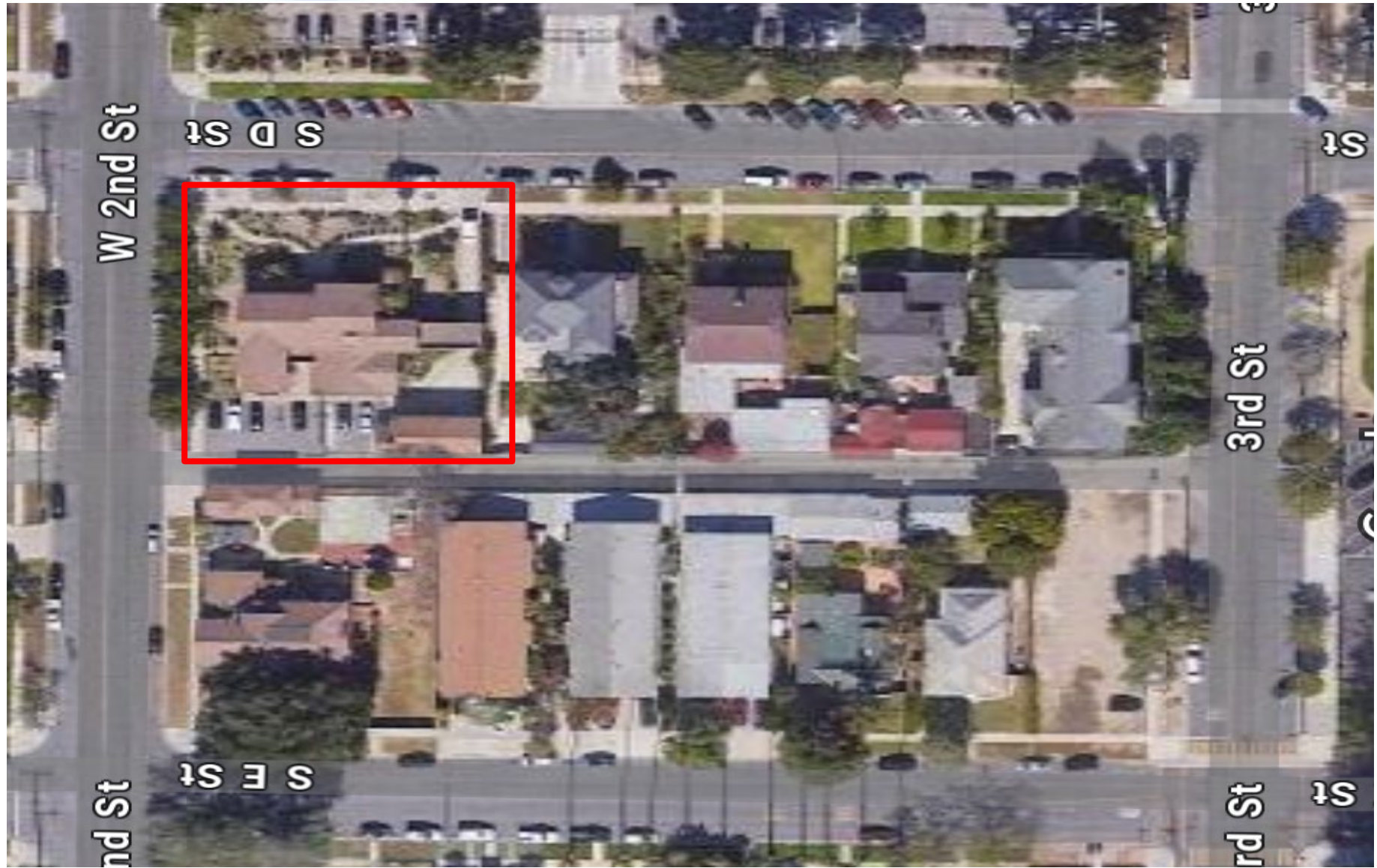
CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

Acquisition of Real Property 201 South D Street improved with a ten-unit multi-family development

Emilio Ramirez, Director
Housing Department
City Council
April 30, 2024

Acquisition Site

2





1. The CDBG program has excess surplus funds of \$3,035,397.42.
2. City Council approved an amended Annual Actual Plan on December 19, 2023 allocating surplus funds for real property acquisition.
3. Staff received City Council authorization to negotiate acquisition of real property for provision of affordable housing.
4. The Property is owned by A Levy Apartments LLC and is improved with an ten-unit multi-family development.
5. The property is listed for sale by KW Commercial with an asking price of \$2,700,000.

1. Staff seeks approval from the City Council to finance this acquisition and improvement plus transaction costs with a grant in the amount of \$3,000,000 from the City of Oxnard's Community Development Block Grant fund.
2. If approved, the Property will be owned and operated by the Housing Authority.
3. Staff seeks approval from the Board of Commissioners to enter into a purchase and sale agreement for the acquisition of the Property, subject to due diligence including inspection and appraisal, for a purchase of not more than \$2,400,000.

That the City Council:

1. Find that the recommended actions do not constitute a “project” subject to the California Environmental Quality Act pursuant to Section 21065 and Sections 15004(b)(4) and 15378 of the California Environmental Quality Act Guidelines and, as such, no environmental document pursuant to California Environmental Quality Act is required; and
2. Approve a loan to the Housing Authority of the City of Oxnard in amount not to exceed \$3,000,000 from the Community Development Block Grant fund for the acquisition of improved real property located at 201 South D Street plus improvements, transaction fees and related costs, subject to review and approval by the City Attorney.

That the Board of Commissioners:

1. Authorize the Housing Authority of the City of Oxnard to accept a loan from the City of Oxnard in amount not to exceed \$3,000,000 to finance the acquisition of improved real property located at 201 South D Street plus improvements, transaction fees and related, and authorize the Executive Director to execute any and all documents necessary to complete the loan, subject to review and approval by the Housing Authority General Counsel; and
2. Authorize the Housing Authority of the City of Oxnard to enter into a purchase and sale agreement for the acquisition of improved real property located at 201 South D Street in an amount not to exceed \$2,400,000, subject to an appraisal, and authorize the Executive Director or designee to execute any and all documents necessary to complete the acquisition, including but not limited to the attached purchase and sale agreement, subject to review and approval by the Housing Authority General Counsel.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.7

DATE: April 30, 2024

TO: City Council

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

SUBJECT: Resolution of Intent for Ordinance Granting Pipeline Renewal. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution of intent ("ROI") to set a public hearing to introduce an uncodified ordinance granting the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard.

(Public Works and Transportation Committee approved 3-0 on April 9, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ettUNI2GAi8>

BACKGROUND

On May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California ("UNOCAL") the right to lay, maintain, and operate 2,017.5 linear feet of 8-inch pipeline along Harbor Boulevard in Oxnard, for a period of forty (40) years. In January 1992, UNOCAL transferred its rights to UNOCAL California Pipeline Company ("UNOCAP"). The City formally agreed to the transfer of all rights, title, and interest in the franchise from UNOCAL to UNOCAP on April 4, 2000.

Thereafter, on February 1, 2005, UNOCAP merged with ConocoPhillips Pipe Line Company ("Conoco") and the City formally consented to the transfer of all rights, title, and interest in the franchise from UNOCAP to Conoco on April 5, 2005. Then in 2008, Crimson California Pipeline Company ("Crimson") purchased pipeline assets from Conoco, which included the franchise. On December 16, 2008, the City Council consented to the Bill of Sale transferring the pipeline assets from Conoco to Crimson.

DISCUSSION

The 40-year franchise initially granted to UNOCAL and now held by Crimson was set to expire in June 2021. Crimson contacted the City in a letter dated November 4, 2019, formally requesting that the franchise be renewed for an additional ten (10) years. Due to the COVID-19 pandemic and staff transitions within Crimson and the City, the renewal was not completed before the franchise expired; however, Crimson continued to pay the City for the franchise in 2021, 2022, 2023, and 2024 in accordance with the franchise agreement. This uncodified ordinance renews the 40-year franchise for an additional 10 years, granting Crimson the ability to operate and maintain the existing pipeline currently in place along Harbor Boulevard near the McGrath and Mandalay Generating Stations.

The subject pipeline along Harbor Boulevard (Line #830) is a part of the Line 600 pipeline system, which is made up of multiple pipelines that transport crude oil to the Crimson Ventura Tank Farm, outside City boundaries. The pipeline is active and exclusively transports crude oil. The Line 600 pipeline system includes approximately 100 miles of pipe, three tanks with over 200,000 barrels of storage capacity and a crude oil truck unloading facility. The pipeline along Harbor

Boulevard is considered a gathering pipeline, meaning it transports crude oil from a facility that extracts crude oil from the ground. During the April 9th Public Works and Transportation Committee meeting, committee members had questions about the pipeline's history, maintenance schedule, and Crimson's leak detection and repair procedures. A Crimson Operations staff member will attend the April 30th and May 21st City Council meetings to answer these questions.

Crimson makes annual payments to the City for the franchise. The payment amount fluctuates with the Consumer Price Index ("CPI") for the Los Angeles region. Between 2020 and 2023, Crimson's average annual payment was \$3,420.62. The new franchise terms and conditions are based on the 1981 terms and conditions; however language has been amended and added to multiple sections to include simple procedures, to protect the City from liability, and, most significantly, to change how the annual payment is calculated and increased by a fixed 3.5% and not according to the CPI. Crimson's first annual payment under the new franchise will be \$8,070 and will increase 3.5% each year thereafter.

To grant Crimson a 10-year franchise, the City must take the following actions listed in the Public Utilities Code Section 6201 et. seq.:

- Adopt a ROI to grant the franchise, which must include the date, time, and place of a public hearing at which all protests and objections may be heard;
- Publish notice of the public hearing in a newspaper of general circulation fifteen (15) days after the ROI is adopted;
- Hold the public hearing to introduce the ordinance to grant the renewal of the franchise agreement and consider all protests and objections not less than twenty (20) days or more than sixty (60) days after the ROI is adopted.

Pursuant to the Public Utilities Code, the ROI must be adopted before moving forward with the franchise agreement. If the ROI is approved, the proposed uncodified ordinance will be presented to the City Council, for consideration, on May 21, 2024, as a Public Hearing item. If and once approved, the uncodified ordinance will be presented to the City Council on June 18, 2024, for approval and adoption. Once this ordinance is published, Crimson has 30 days to file a written acceptance of the franchise and agreement to the terms and conditions with the City Clerk.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

This item has a positive financial impact on the City. Payments made on City-granted franchises are placed in the General Fund.

For Finance Use Only: General Fund (Org. 1011001 Obj. 40400)

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 9, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Chelsey Ballot, Deputy City Attorney

ATTACHMENTS

1. Crimson Franchise Reso of Intent
2. Map showing Franchise Location
3. Ordinance 1869 Granting 40-year Franchise
4. November 4, 2019 Letter for Franchise Extension
5. Resolution 11708_Ox Consent to UNOCAL to UNOCAP
6. Resolution 12790_Ox Consent to UNOCAP to CONOCO
7. Resolution 13574_Ox Consent to CONOCO to CRIMSON

8. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING ITS INTENT TO GRANT THE RENEWAL OF THE CRIMSON CALIFORNIA PIPELINE, L.P. FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD, AND SETTING A PUBLIC HEARING DATE TO RECEIVE PROTEST OR OBJECTIONS.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California (“UNOCAL”) the right to lay, maintain, and operate approximately 2,000 linear feet of 8-inch pipeline (the “Oxnard Pipeline”) along Harbor Boulevard in Oxnard, for a period of forty years; and

WHEREAS, on November 2, 2008, Crimson California Pipeline Company (“Crimson”) advised the City that it had entered into a Purchase and Sale Agreement for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, Crimson formally applied to renew the franchise for an additional 10 years via letter dated November 4, 2019; and

WHEREAS, due to the COVID-19 pandemic and staff turnover at Crimson and the City, the franchise was not renewed and subsequently expired in June 2021.

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

1. The City Council hereby expresses its intent to grant the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard as depicted in the map, attached hereto and incorporated herein by this reference as Exhibit A.
2. Said franchise will be for a period of 10 years.
3. Franchise fees under said franchise shall be paid annually to the City of Oxnard pursuant to the franchise terms and conditions and California Public Utilities Code Section 6231.5.
4. A public hearing to receive protests and objections to granting the franchise shall be held on May 21, 2024 at 6:00 p.m. in the City of Oxnard, City Council Chambers, 305 West Third Street. All persons having any objection to the granting of the franchise may appear before the City Council and be heard at that time.
5. A notice of the intention to grant the franchise to Crimson California Pipeline, L.P. shall be published in a newspaper of general circulation within fifteen (15) calendar days after the adoption of this resolution. Said notice shall include: date, time, and place of the scheduled public hearing; a statement that the franchisee shall pay franchise fees and failure to pay such

fees as prescribed will result in the forfeiture of the franchise; and the intended 10 year term of the franchise.

6. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED AND ADOPTED THIS _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

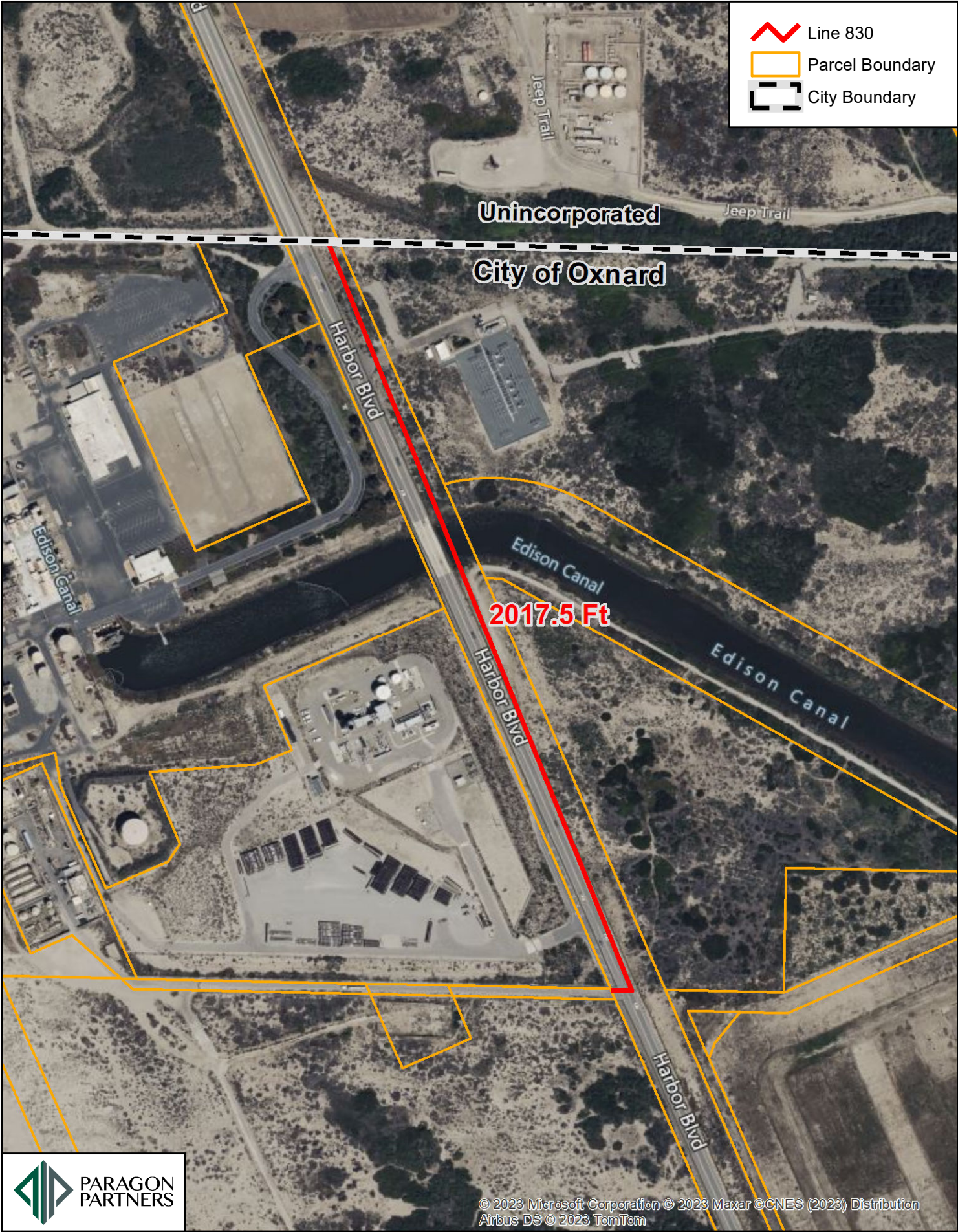
Stephen M. Fischer, City Attorney

EXHIBIT “A”

(Map of pipeline location)

Crimson Pipeline - Line 830 - City of Oxnard

8/30/2023



CITY OF OXNARD

ORDINANCE NO. 1869

ORDINANCE GRANTING TO UNION OIL COMPANY OF CALIFORNIA A 40 YEAR FRANCHISE TO LAY, OPERATE, AND REMOVE OR ABANDON IN PLACE PIPELINES FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

The City Council of the City of Oxnard does ordain as follows:

PART 1. The City of Oxnard, referred to as "City", hereby grants to Union Oil Company of California, its successors and assigns, collectively referred to as "Grantee", the right, franchise and privilege, to lay, construct, operate, maintain, renew, repair, change the size of, remove and or abandon in place one oil pipeline and one gas pipeline, not to exceed eight inch (8) nominal diameter, for the transportation of petroleum, oil, gas, and liquid hydrocarbon products thereof, together with all manholes, valves and appurtenances and service connections necessary or convenient to properly maintain and operate said pipeline, including facilities necessary for cathodic protection of said pipelines, in, under, along and across those certain public streets within the City of Oxnard described as follows:

Along Harbor Boulevard from the north City of Oxnard boundary line to a point located 1,975' southerly.

This franchise right being subject to the following covenants, terms and conditions:

SECTION 1. DURATION OF FRANCHISE: This franchise shall expire 40 years from after the effective date of this ordinance, unless sooner terminated, by ordinance, as herein provided. City reserves the right to terminate this franchise prior to its expiration date in the event:

(a) Grantee fails to comply with any provisions hereof. If such failure is due to a cause beyond the control of Grantee, the franchise shall not be so terminated. In the event Grantee shall default in the performance of any of the terms, covenants or conditions herein and such default is curable, City shall give written notice to Grantee requesting that the commencing of the work necessary to cure such default be started within 10 days, and if Grantee fails to comply with such notice, City may terminate this franchise; or

(b) Any provision hereof becomes invalid or unenforceable and City expressly finds that such provision constituted a consideration material to the granting of this franchise.

In either case, the City shall give the Grantee 10 days notice of any termination proceedings.

SECTION 2: CONSTRUCTION AND OPERATION:

A. LOCATION OF FRANCHISE PROPERTY: The location of any franchise property installed hereunder shall be first approved by the City Engineer.

B. QUALITY CONTROL AND CONTENT: All franchise property installed and maintained hereunder shall be constructed in a good and workmanlike manner and in conformity with all ordinances, rules or regulations now or hereafter adopted or prescribed by the City. All pipelines installed shall conform to the applicable American National Standard Code for Pressure Piping, in its latest revision. The Grantee shall keep the City informed of the content or type of substance conveyed in any pipe in order for the City to evaluate the flammable nature or any potential dangers.

C. STREET EXCAVATION: Grantee shall have the right to make all necessary excavations in the streets for the purposes granted in this franchise, but nothing herein contained shall relieve Grantee from the provisions of any ordinance or law that may be in force at the time, requiring permits to be obtained for street excavations before such work is commenced.

All excavations shall be made and refilled in strict compliance with all City ordinances, standards and policies that may be in effect at the time of the performance of the work and shall be so made as not to interfere unreasonably with the free use of the streets by the public.

Upon completion of the work for which street excavations are made, all portions of the streets which have been excavated or otherwise damaged by such excavation work shall be restored to as good condition as they were in before the commencement of such work, to the satisfaction of the City Engineer.

D. EMERGENCY WORK: At its sole expense the Grantee shall promptly repair and clean up any leaks or breaks in pipelines and conduits. If

any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the Grantee shall, at its sole expense, take immediate steps to repair any such damage and restore such street to as good condition as it was before such break or leak, and to the satisfaction of the City Engineer. Such emergency repair of franchise property may be commenced without prior permit. However, Grantee shall, by not later than the next normal working day, apply to the City Engineer for a permit authorizing such emergency work.

E. CHANGES REQUIRED BY PUBLIC IMPROVEMENTS: If the City Engineer shall determine that it is reasonable and necessary that franchise property be temporarily disconnected, abandoned, temporarily or permanently removed, temporarily or permanently relocated or substitute facilities installed, in order that the City, when acting in a governmental capacity, may relocate, change grade, construct, use, maintain, change or modify any street improvement or City-owned utility facilities, said City Engineer shall give notice, in writing, to the Grantee. Within 30 days after the service of such notice upon the Grantee, the Grantee shall at its sole cost and expense begin and diligently prosecute the necessary work to completion. Upon failure to do so, the City Engineer may cause said work to be completed and the Grantee shall immediately pay for the same upon presentation of an itemized account of the cost thereof.

In the event that any franchise property is required to be abandoned in or permanently removed from any street or portion thereof affected, the City Engineer shall approve such additional street location or locations as may be necessary to permit the installation of substitute facilities.

F. ABANDONMENT OF FRANCHISE PROPERTY: The City Engineer, upon such terms and conditions as he may determine, may give Grantee permission to abandon, without removing, franchise property installed under the franchise. The length of any pipeline, conduit or pole line, abandoned with such permission, shall not be considered in calculating payments due under the franchise following the date the City Engineer or his designated representative has inspected and

approved in writing the abandonment work. The ownership of all franchise property so abandoned shall thereafter vest in the City.

G. OPERATION: The pipeline shall be maintained and operated in a manner consistent with the highest applicable standards of the Federal Government, State of California, and/or City of Oxnard.

H. INCLUSION OF SPECIAL USE PERMIT NO. 806: All provisions of Special Use Permit No. 806 that are applicable to pipelines are hereby included within this ordinance and are to be considered equally.

SECTION 3: MAPS AND RECORDS: Within six months following the date in which any franchise property has been installed, relocated, removed or abandoned under this franchise, the Grantee shall warrant the accuracy of and file a map or maps in such form as may be required by the City Engineer showing the location, length and size of all such facilities so installed, relocated, removed or abandoned.

SECTION 4: COMPENSATION TO THE CITY: Within 75 days after the end of each calendar year, the grantee shall, during the life of this franchise, annually pay to the City, in lawful money of the United States, the greater of the following sums: (1) A sum computed by multiplying \$0.01 times the nominal internal diameter of the pipeline, expressed in inches, times the number of lineal feet of such pipe located within the City; or (2) The sum acquired by multiplying said nominal internal diameter of the pipeline (inches), times the lineal feet in the City, times the monetary rate equal to the highest such rate used by the Grantee under any other pipeline franchise agreement within the State of California. In order to permit the Grantor to verify this highest state-wide rate, the Grantee shall afford the Grantor a reasonable review and audit of all of its records pertaining to other franchises. Said audits shall be after 24 hour notice and conducted during Grantee's regular business hours by the Grantor's representatives. However, that the amount of each annual payment shall be revised at the time of payment in accordance with the following formula:

(a) If the level of the Producer's Price Index (1967=100), All Commodities, prepared by the United States Bureau of Labor Statistics, Department of Labor, 90 days prior to the date on which payment to the Grantors shall be due, shall stand at a level different than the "base

level" (as defined hereinafter) then the annual payment shall be adjusted in direct proportion as said Index has increased or decreased from the "base level". "Base level" for the purposes of this section shall be the level of the Index for the month last preceding the effective date of this Ordinance.

(b) If said Bureau shall revise the said Index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

(c) If said Bureau shall discontinue the preparation of said Producer's Price Index using prices prevailing during the year 1967 as the base of 100, and if no transposition table prepared by said Bureau is available which is applicable to said year 1967, then the amount of each annual payment shall be computed by using the successor or most nearly comparable successor index thereto.

SECTION 5: TERMINATION OF EXISTING FRANCHISE: This grant is made in lieu of all other franchises, rights, or privileges owned by the grantee, or by any successor of the grantee to any rights under this franchise, for transmitting and distributing petroleum, oil, and liquid hydrocarbon, within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of this City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

SECTION 6: EMINENT DOMAIN: The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the grantee or any public utility. Nor shall this franchise ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the grantee of the necessary publication and any other sum paid by it to the City therefore at the time of the acquisition thereof.

SECTION 7: BOND AND INDEMNIFICATION:

A. BOND: Where any successor of the Grantee does not possess financial responsibility to assure faithful performance, a faithful performance bond in an amount acceptable to the City, may be required to be filed with the City by said successor.

B. INDEMNIFICATION: The Grantee, by the acceptance or use of the franchise agrees to defend, indemnify and hold harmless the City, its officers, agents or employees against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage to persons, or property, of whatsoever nature, arising out of the use by it of the City streets hereunder or arising out of any of the operations or activities of the Grantee pursuant to this franchise, whether such damage shall be caused by negligence or otherwise, excepting any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provisions of the Workman's Compensation Act for injury to, or the death of any of the City's officers, agents, or employees while acting within the scope of their employment and further excepting therefrom any claim, demand or cause of action arising out of the sole negligence of the City, its officers, agents and/or employees.

SECTION 8: ASSIGNMENT: Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or in part sold, transferred, leased, assigned, or disposed of except with the consent of the City expressed by resolution, however, no consent shall be required for any transfer by Grantee in trust or by way of mortgage or hypothecation covering all or any part of Grantee's property, which transfer, mortgage or hypothecation shall be for the purpose of securing an indebtedness of Grantee or for the purpose of renewing, extending, refunding, retiring, paying or cancelling in whole or in part any such indebtedness at any time or from time to time.

SECTION 9: FORFEITURE:

(a) If the Grantee of this franchise shall fail, neglect or refuse to comply with any of the provisions or conditions hereof, and shall

not, within 10 days after written demand for compliance, cure or begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City, by its legislative body, may declare this franchise forfeited.

(b) The City may sue in its own name for the forfeiture of this franchise, in the event of non-compliance by the Grantee, with any of the conditions thereof.

SECTION 10: PUBLICATION: The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise; such payment to be made within 30 days after the City shall furnish such Grantee with a written statement of such expenses.

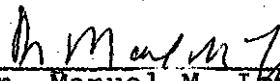
SECTION 11: ACCEPTANCE: Not later than 30 days after the publication of this ordinance, the grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with its terms and conditions. When so filed, such acceptance shall constitute a continuing agreement of the Grantee that if and when the City shall thereafter annex or consolidate with, additional territory, any and all franchise rights and privileges owned by the Grantee therein shall likewise be deemed to be abandoned within the limits of such territory.

PART 2. UNCODIFIED AND EFFECTIVE DATE: This ordinance shall not be codified into the City Code. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published once within 15 days after its passage in the Oxnard Press Courier. Ordinance No. 1869 was first read on April 28, 1981, and finally adopted on May 5, 1981, to become effective 30 days thereafter.

AYES: Council members Lopez, Maron, and Takasugi

NOES: None

ABSENT: Councilmen Kato and Maxwell

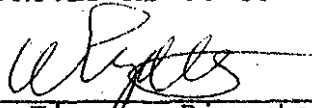

Dr. Manuel M. Lopez
Mayor Pro Tem

ATTEST:


Mabi Covarrubias
City Clerk

CITY ATTORNEY APPROVAL
as to form and legal sufficiency

APPROVED AS TO CONTENT:


Finance Director

By 
Mark G. Sellers
Deputy City Attorney

CRIMSON CALIFORNIA PIPELINE, LP
3760 Kilroy Airport Way, Suite 300
Long Beach, CA 90806
Attn.: Land Department

November 4, 2019

Attn.: Jason Zaragoza, Deputy City Attorney
City of Oxnard
300 West Third Street, Suite 300
Oxnard, CA 93030

RE: Franchise Ordinance Number 1869

Dear Mr. Zaragoza:

Crimson California Pipeline, L.P., a California limited partnership would like to formally apply to renew the terms and conditions of the enclosed Franchise Ordinance Number 1869 set to expire on January 1, 2021.

Should you require further information, please do not hesitate to call April Harvey, ROW Manager at (562) 285-4112.

Sincerely,

Valerie Jackson
VP Engineering & Regulatory Compliance

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONSENTING TO SALE AND TRANSFER OF FRANCHISE BY
CONOCOPHILLIPS PIPE LINE COMPANY TO CRIMSON CALIFORNIA
PIPELINE L.P. OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA
PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED
BY CITY OF OXNARD ORDINANCE NO. 1869

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, consented to the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company ("UNOCAP"); and

WHEREAS, section 8 of Ordinance No. 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution . . ."; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhillips Pipe Line Company ("CONOCO"), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, on April 5, 2005, the City of Oxnard, by Resolution No. 12,790, consented to the transfer from UNOCAP to CONOCO of all rights, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869; and

WHEREAS, on November 2, 2007, Crimson Pipeline L.P. ("CRIMSON") advised the City of Oxnard that it had entered into a Purchase and Sale Agreement with CONOCO for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, the Bill of Sale transferring the pipeline assets covered under the franchise created by Ordinance No. 1869 from CONOCO to CRIMSON became effective as of July 1, 2008; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the sale and transfer of rights under Ordinance No. 1869 to CRIMSON.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

1. Consent to the sale and transfer from CONOCO to CRIMSON all rights, title, and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CRIMSON of all obligations imposed by Ordinance No. 1869.

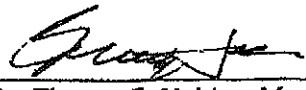
2. Without a subsequent resolution, not consent to any subsequent transfer, waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869 or any obligations of the franchisee under Ordinance No. 1869.

PASSED and ADOPTED this 16 day of December, 2008, by the following vote:

AYES: Councilmembers Holden, Herrera, Maulhardt, Pinkard, and MacDonald.

NOES: None.

ABSENT: None.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, Acting City Attorney
12-8-08

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 12,790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNOCAL CALIFORNIA PIPELINE COMPANY TO CONOCOPHILIPS PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NO. 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, granted the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company ("UNOCAP").

WHEREAS, section 8 of Ordinance No. 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution . . ."; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhillips Pipeline Company ("CONOCO"), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, CONOCO has, since the time such rights were transferred to it, performed the obligations of UNOCAP under the franchise agreement and is able to so perform these obligations in the future; and

WHEREAS, CONOCO, through oversight, did not previously seek the consent of the City of

Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance No. 1869, however, UNOCAP has since February 1, 2005, requested the consent of the City of Oxnard; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance No. 1869 to CONOCO.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

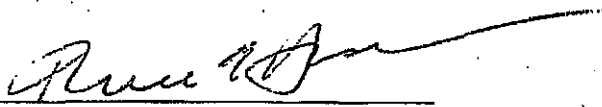
1. Consent to the transfer from UNOCAP to CONOCO all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869, and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869.
2. Without a subsequent resolution, not consent to any subsequent transfer, nor waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869, or any obligations of the franchisee under Ordinance No. 1869.

PASSED AND ADOPTED this 5th day of April, 2005, by the following vote:

AYES: , Councilmembers Zaragoza, Flynn, Herrera, Holden and Maulhardt.

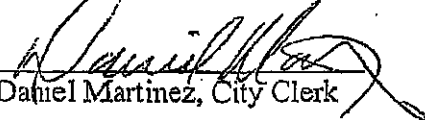
NOES: None.

ABSENT: None.



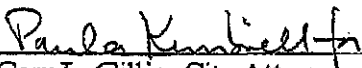
Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11,708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNION OIL COMPANY OF CALIFORNIA TO UNOCAL CALIFORNIA PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNION OIL COMPANY OF CALIFORNIA UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NUMBER 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance Number 1869, granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8 inch pipe along Harbor Boulevard in the City of Oxnard;

WHEREAS, UNOCAL laid the pipe and operated the pipeline;

WHEREAS, section 8 of Ordinance Number 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution"

WHEREAS, on or about January, 1992, UNOCAL transferred to UNOCAL California Pipeline Company ("UNOCAP"), a related entity, all rights of UNOCAL under Ordinance Number 1869;

WHEREAS, UNOCAP has, since the time such rights were transferred to it, performed the obligations of UNOCAL under the franchise agreement and is able to so perform these obligations in the future;

WHEREAS, UNOCAL, through oversight, did not previously seek the consent of the City of Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance Number 1869,

however, UNOCAL has on several occasions since December, 1998, requested the consent of the City of Oxnard;

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance Number 1869 to UNOCAP.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve and determine, by a vote of not less than two-thirds of its members, that:

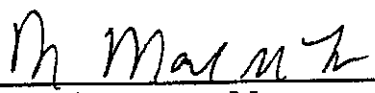
1. The City of Oxnard hereby consents to the transfer from UNOCAL to UNOCAP all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAL under Ordinance Number 1869, and the assumption by UNOCAP of all obligations imposed by Ordinance Number 1869.
2. This consent to transfer is not a consent to any subsequent transfer, nor a waiver, alteration of any rights which the City of Oxnard may have under Ordinance Number 1869, or any obligations of the franchisee under Ordinance Number 1869.

PASSED AND ADOPTED this 4th day of April, 2000, by the following vote:

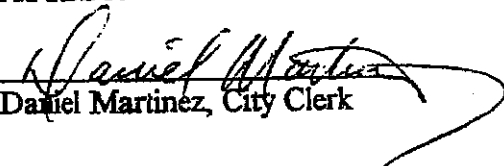
AYES: Councilmembers Lopez, Maulhardt, Pinkard and Zaragoza.

NOES: None.

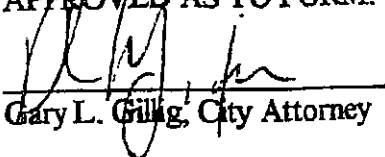
ABSENT: Councilmember Holden.


Dr. Manuel M. Lopez, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Gary L. Gillig, City Attorney

CITY OF OXNARD

ORDINANCE NO. 1869

ORDINANCE GRANTING TO UNION OIL COMPANY OF CALIFORNIA A 40 YEAR FRANCHISE TO LAY, OPERATE, AND REMOVE OR ABANDON IN PLACE PIPELINES FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS UNDER, ALONG AND ACROSS HARBOR BOULEVARD.

The City Council of the City of Oxnard does ordain as follows:

PART 1. The City of Oxnard, referred to as "City", hereby grants to Union Oil Company of California, its successors and assigns, collectively referred to as "Grantee", the right, franchise and privilege, to lay, construct, operate, maintain, renew, repair, change the size of, remove and or abandon in place one oil pipeline and one gas pipeline, not to exceed eight inch (8) nominal diameter, for the transportation of petroleum, oil, gas, and liquid hydrocarbon products thereof, together with all manholes, valves and appurtenances and service connections necessary or convenient to properly maintain and operate said pipeline, including facilities necessary for cathodic protection of said pipelines, in, under, along and across those certain public streets within the City of Oxnard described as follows:

Along Harbor Boulevard from the north City of
Oxnard boundary line to a point located 1,975'
southerly.

*ADDED 42.3 FEET
1983*

This franchise right being subject to the following covenants, terms and conditions:

SECTION 1. DURATION OF FRANCHISE: This franchise shall expire 40 years from after the effective date of this ordinance, unless sooner terminated, by ordinance, as herein provided. City reserves the right to terminate this franchise prior to its expiration date in the event:

(a) Grantee fails to comply with any provisions hereof. If such failure is due to a cause beyond the control of Grantee, the franchise

(b) Any provision hereof becomes invalid or unenforceable and City expressly finds that such provision constituted a consideration material to the granting of this franchise.

In either case, the City shall give the Grantee 10 days notice of any termination proceedings.

SECTION 2: CONSTRUCTION AND OPERATION:

A. LOCATION OF FRANCHISE PROPERTY: The location of any franchise property installed hereunder shall be first approved by the City Engineer.

B. QUALITY CONTROL AND CONTENT: All franchise property installed and maintained hereunder shall be constructed in a good and workmanlike manner and in conformity with all ordinances, rules or regulations now or hereafter adopted or prescribed by the City. All pipelines installed shall conform to the applicable American National Standard Code for Pressure Piping, in its latest revision. The Grantee shall keep the City informed of the content or type of substance conveyed in any pipe in order for the City to evaluate the flammable nature or any potential dangers.

C. STREET EXCAVATION: Grantee shall have the right to make all necessary excavations in the streets for the purposes granted in this franchise, but nothing herein contained shall relieve Grantee from the provisions of any ordinance or law that may be in force at the time, requiring permits to be obtained for street excavations before such work is commenced.

All excavations shall be made and refilled in strict compliance with all City ordinances, standards and policies that may be in effect at the time of the performance of the work and shall be so made as not to interfere unreasonably with the free use of the streets by the public.

Upon completion of the work for which street excavations are made, all portions of the streets which have been excavated or otherwise

any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the Grantee shall, at its sole expense, take immediate steps to repair any such damage and restore such street to as good condition as it was before such break or leak, and to the satisfaction of the City Engineer. Such emergency repair of franchise property may be commenced without prior permit. However, Grantee shall, by not later than the next normal working day, apply to the City Engineer for a permit authorizing such emergency work.

E. CHANGES REQUIRED BY PUBLIC IMPROVEMENTS: If the City Engineer shall determine that it is reasonable and necessary that franchise property be temporarily disconnected, abandoned, temporarily or permanently removed, temporarily or permanently relocated or substitute facilities installed, in order that the City, when acting in a governmental capacity, may relocate, change grade, construct, use, maintain, change or modify any street improvement or City-owned utility facilities, said City Engineer shall give notice, in writing, to the Grantee. Within 30 days after the service of such notice upon the Grantee, the Grantee shall at its sole cost and expense begin and diligently prosecute the necessary work to completion. Upon failure to do so, the City Engineer may cause said work to be completed and the Grantee shall immediately pay for the same upon presentation of an itemized account of the cost thereof.

✓ In the event that any franchise property is required to be abandoned in or permanently removed from any street or portion thereof affected, the City Engineer shall approve such additional street location or locations as may be necessary to permit the installation of substitute facilities.

✓ F. ABANDONMENT OF FRANCHISE PROPERTY: The City Engineer, upon such terms and conditions as he may determine, may give Grantee permission to abandon, without removing, franchise property installed

approved in writing the abandonment work. The ownership of all franchise property so abandoned shall thereafter vest in the City.

G. OPERATION: The pipeline shall be maintained and operated in a manner consistent with the highest applicable standards of the Federal Government, State of California, and/or City of Oxnard.

H. INCLUSION OF SPECIAL USE PERMIT NO. 806: All provisions of Special Use Permit No. 806 that are applicable to pipelines are hereby included within this ordinance and are to be considered equally.

SECTION 3: MAPS AND RECORDS: Within six months following the date in which any franchise property has been installed, relocated, removed or abandoned under this franchise, the Grantee shall warrant the accuracy of and file a map or maps in such form as may be required by the City Engineer showing the location, length and size of all such facilities so installed, relocated, removed or abandoned.-

SECTION 4: COMPENSATION TO THE CITY: Within 75 days after the end of each calendar year, the grantee shall, during the life of this franchise, annually pay to the City, in lawful money of the United States, the greater of the following sums: (1) A sum computed by multiplying \$0.01 times the nominal internal diameter of the pipeline, expressed in inches, times the number of lineal feet of such pipe located within the City; or (2) The sum acquired by multiplying said nominal internal diameter of the pipeline (inches), times the lineal feet in the City, times the monetary rate equal to the highest such rate used by the Grantee under any other pipeline franchise agreement within the State of California. In order to permit the Grantor to verify this highest state-wide rate, the Grantee shall afford the Grantor a reasonable review and audit of all of its records pertaining to other franchises. Said audits shall be after 24 hour notice and conducted during Grantee's regular business hours by the Grantor's representatives. However, that the amount of each annual payment shall be revised at the time of payment in accordance with the

level" (as defined hereinafter) then the annual payment shall be adjusted in direct proportion as said Index has increased or decreased from the "base level". "Base level" for the purposes of this section shall be the level of the Index for the month last preceding the effective date of this Ordinance.

(b) If said Bureau shall revise the said Index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

(c) If said Bureau shall discontinue the preparation of said Producer's Price Index using prices prevailing during the year 1967 as the base of 100, and if no transposition table prepared by said Bureau is available which is applicable to said year 1967, then the amount of each annual payment shall be computed by using the successor or most nearly comparable successor index thereto.

SECTION 5: TERMINATION OF EXISTING FRANCHISE: This grant is made in lieu of all other franchises, rights, or privileges owned by the grantee, or by any successor of the grantee to any rights under this franchise, for transmitting and distributing petroleum, oil, and liquid hydrocarbon, within the limits of the City, as said limits now or may hereafter exist, and the acceptance of the franchise hereby granted shall operate as an abandonment of all such franchises, rights and privileges within the limits of this City, as such limits now or may hereafter exist, in lieu of which this franchise is granted.

SECTION 6: EMINENT DOMAIN: The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the grantee hereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the grantee or any public utility. Nor shall this franchise ever be given any value before any court or other

SECTION 7: BOND AND INDEMNIFICATION:

A. BOND: Where any successor of the Grantee does not possess financial responsibility to assure faithful performance, a faithful performance bond in an amount acceptable to the City, may be required to be filed with the City by said successor.

B. INDEMNIFICATION: The Grantee, by the acceptance or use of the franchise agrees to defend, indemnify and hold harmless the City, its officers, agents or employees against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage to persons, or property, of whatsoever nature, arising out of the use by it of the City streets hereunder or arising out of any of the operations or activities of the Grantee pursuant to this franchise, whether such damage shall be caused by negligence or otherwise, excepting any claim, demand or cause of action, which may be asserted, prosecuted or established against the City under the provisions of the Workman's Compensation Act for injury to, or the death of any of the City's officers, agents, or employees while acting within the scope of their employment and further excepting therefrom any claim, demand or cause of action arising out of the sole negligence of the City, its officers, agents and/or employees.

SECTION 8: ASSIGNMENT: Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or in part sold, transferred, leased, assigned, or disposed of except with the consent of the City expressed by resolution, however, no consent shall be required for any transfer by Grantee in trust or by way of mortgage or hypothecation covering all or any part of Grantee's property, which transfer, mortgage or hypothecation shall be for the purpose of securing an indebtedness of Grantee or for the purpose of renewing, extending, refunding.

not, within 10 days after written demand for compliance, cure or begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City, by its legislative body, may declare this franchise forfeited.

(b) The City may sue in its own name for the forfeiture of this franchise, in the event of non-compliance by the Grantee, with any of the conditions thereof.

SECTION 10: PUBLICATION: The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise; such payment to be made within 30 days after the City shall furnish such Grantee with a written statement of such expenses.

SECTION 11: ACCEPTANCE: Not later than 30 days after the publication of this ordinance, the grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with its terms and conditions. When so filed, such acceptance shall constitute a continuing agreement of the Grantee that if and when the City shall thereafter annex or consolidate with, additional territory, any and all franchise rights and privileges owned by the Grantee therein shall likewise be deemed to be abandoned within the limits of such territory.

PART 2. UNCODIFIED AND EFFECTIVE DATE: This ordinance shall not be codified into the City Code. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published once within 15 days after its passage in the Oxnard Press Courier. Ordinance No. 1869 was first read on April 28, 1981, and finally adopted on May 5, 1981, to become effective 30 days thereafter.

AYES: Council members Lopez, Maron, and Takasugi

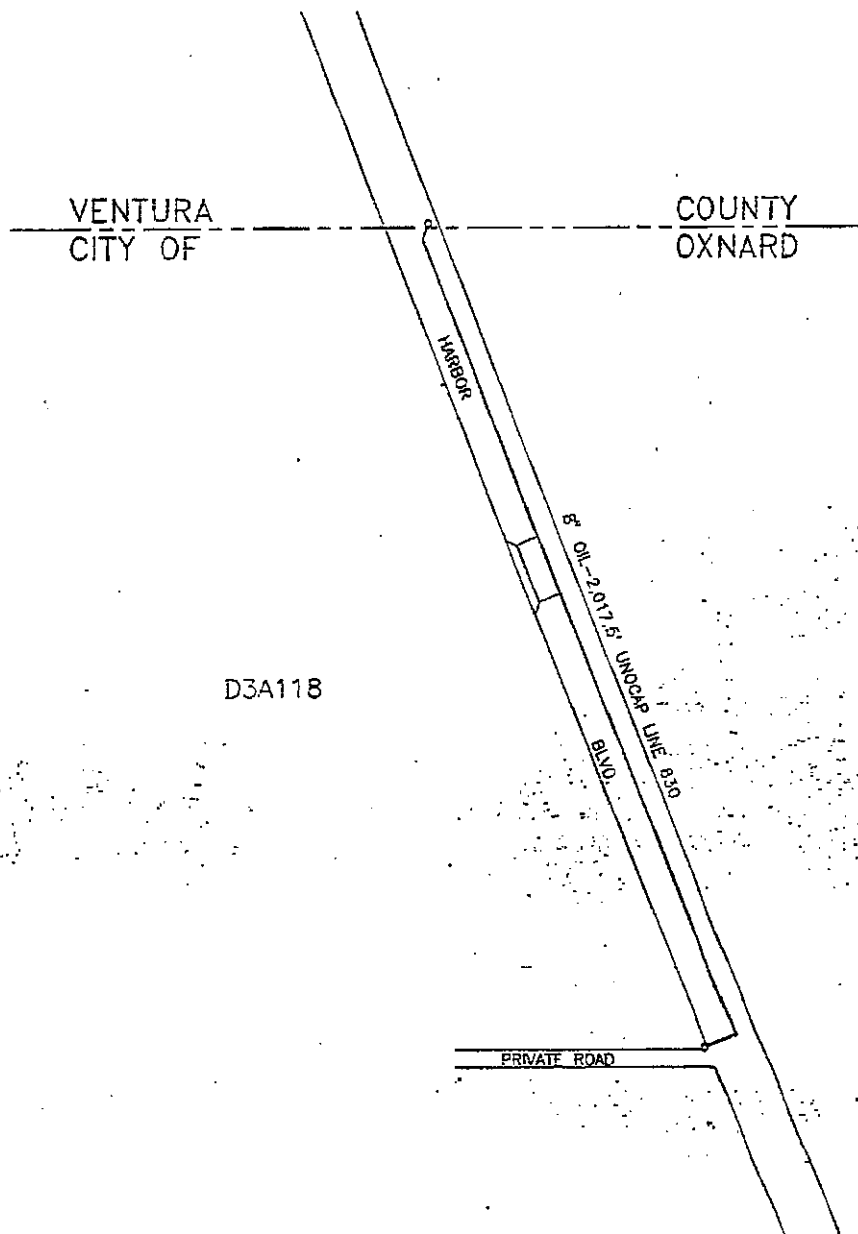
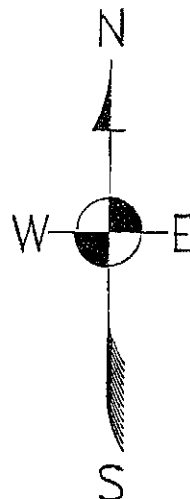
NOES: None

ABSENT: Councilmen Kato and Maxwell

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IMPORTANT NOTICE

THE INFORMATION CONTAINED ON THIS DRAWING IS FOR THE PRIVATE USE OF THE TOSCO CORPORATION AND ITS SUBSIDIARIES. SAID COMPANY MAKES NO REPRESENTATION FOR THE ACCURACY OF LOCATIONS OR DEPTH OF ANY TIES, SECTION CORNERS, BOUNDARIES, PIPE LINES, TELEPHONE, TELEGRAPH, OR ON THE SURFACE OF THE GROUND INDICATED ON THIS DRAWING. THIS COMPANY MUST BE COMMUNICATED WITH BEFORE ANY EXPLORATORY WORK OF ANY KIND IS DONE IN THE VICINITY OF THE FACILITIES SHOWN ON THIS MAP.



**FRANCHISES
CITY OF OXNARD**

FILE NUMBER	DESCRIPTION OF PIPELINE	PI. LENGTH	PROD. TYPE	PLAT. MAP	FRANCHISE NUMBER	D3A	PIPELINE STATUS	CURRENT OWNERSHIP
57685	8" Oil	2,017.5'	Oil	57685	1869	D3A118	Active	UNOCAP
	Mandalay Trunk Line							
	Line 830							
Total Footage UNOCAP 8" Line = 2017.5 feet								

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11,708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNION OIL COMPANY OF CALIFORNIA TO UNOCAL CALIFORNIA PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNION OIL COMPANY OF CALIFORNIA UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NUMBER 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance Number 1869, granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8 inch pipe along Harbor Boulevard in the City of Oxnard;

WHEREAS, UNOCAL laid the pipe and operated the pipeline;

WHEREAS, section 8 of Ordinance Number 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution"

WHEREAS, on or about January, 1992, UNOCAL transferred to UNOCAL California Pipeline Company ("UNOCAP"), a related entity, all rights of UNOCAL under Ordinance Number 1869;

WHEREAS, UNOCAP has, since the time such rights were transferred to it, performed the obligations of UNOCAL under the franchise agreement and is able to so perform these obligations in the future;

WHEREAS, UNOCAL, through oversight, did not previously seek the consent of the City of Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance Number 1869,

however, UNOCAL has on several occasions since December, 1998, requested the consent of the City of Oxnard;

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance Number 1869 to UNOCAP.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve and determine, by a vote of not less than two-thirds of its members, that:

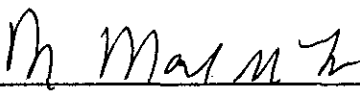
1. The City of Oxnard hereby consents to the transfer from UNOCAL to UNOCAP all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAL under Ordinance Number 1869, and the assumption by UNOCAP of all obligations imposed by Ordinance Number 1869.
2. This consent to transfer is not a consent to any subsequent transfer, nor a waiver, alteration of any rights which the City of Oxnard may have under Ordinance Number 1869, or any obligations of the franchisee under Ordinance Number 1869.

PASSED AND ADOPTED this 4th day of April, 2000, by the following vote:

AYES: Councilmembers Lopez, Maulhardt, Pinkard and Zaragoza.

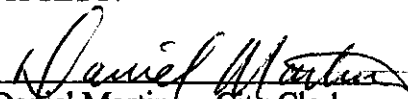
NOES: None.

ABSENT: Councilmember Holden.



Dr. Manuel M. Lopez, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 12,790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CONSENTING TO ASSIGNMENT BY UNOCAL CALIFORNIA PIPELINE COMPANY TO CONOCOPHILIPS PIPELINE COMPANY OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED BY CITY OF OXNARD ORDINANCE NO. 1869.

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California (“UNOCAL”) a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, granted the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company (“UNOCAP”).

WHEREAS, section 8 of Ordinance No. 1869 provides:

“Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution”; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhillips Pipeline Company (“CONOCO”), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, CONOCO has, since the time such rights were transferred to it, performed the obligations of UNOCAP under the franchise agreement and is able to so perform these obligations in the future; and

WHEREAS, CONOCO, through oversight, did not previously seek the consent of the City of

Oxnard to the transfer of such franchise rights pursuant to section 8 of Ordinance No. 1869, however, UNOCAP has since February 1, 2005, requested the consent of the City of Oxnard; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the transfer of the rights under Ordinance No. 1869 to CONOCO.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

1. Consent to the transfer from UNOCAP to CONOCO all right, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869, and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869.
2. Without a subsequent resolution, not consent to any subsequent transfer, nor waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869, or any obligations of the franchisee under Ordinance No. 1869.

PASSED AND ADOPTED this 5th day of April, 2005, by the following vote:

AYES: Councilmembers Zaragoza, Flynn, Herrera, Holden and Maulhardt.

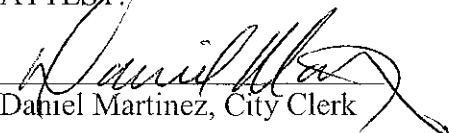
NOES: None.

ABSENT: None.



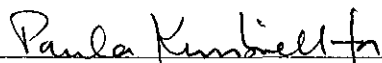
Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,574

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONSENTING TO SALE AND TRANSFER OF FRANCHISE BY
CONOCOPHILLIPS PIPE LINE COMPANY TO CRIMSON CALIFORNIA
PIPELINE L.P. OF THE RIGHTS GRANTED TO UNOCAL CALIFORNIA
PIPELINE COMPANY UNDER THAT CERTAIN FRANCHISE CREATED
BY CITY OF OXNARD ORDINANCE NO. 1869

WHEREAS, on May 5, 1981, the City of Oxnard, by Ordinance No. 1869 granted to Union Oil Company of California ("UNOCAL") a franchise to lay and operate approximately 2,000 linear feet of 8-inch pipe along Harbor Boulevard in the City of Oxnard; and

WHEREAS, UNOCAL laid the pipe and operated the pipeline; and

WHEREAS, on April 4, 2000, the City of Oxnard, by Resolution No. 11,798, consented to the assignment of the rights and privileges granted by the franchise to UNOCAL California Pipeline Company ("UNOCAP"); and

WHEREAS, section 8 of Ordinance No. 1869 provides:

"Grantee shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or part sold, transferred, leased, assigned, or disposed of, except with the consent of the City expressed by resolution . . ."; and

WHEREAS, on February 1, 2005, UNOCAP transferred to ConocoPhillips Pipe Line Company ("CONOCO"), a related entity, all rights of UNOCAP under Ordinance No. 1869; and

WHEREAS, on April 5, 2005, the City of Oxnard, by Resolution No. 12,790, consented to the transfer from UNOCAP to CONOCO of all rights, title and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CONOCO of all obligations imposed by Ordinance No. 1869; and

WHEREAS, on November 2, 2007, Crimson Pipeline L.P. ("CRIMSON") advised the City of Oxnard that it had entered into a Purchase and Sale Agreement with CONOCO for pipeline assets covered under the franchise created by Ordinance No. 1869; and

WHEREAS, the Bill of Sale transferring the pipeline assets covered under the franchise created by Ordinance No. 1869 from CONOCO to CRIMSON became effective as of July 1, 2008; and

WHEREAS, it is reasonable and proper for the City of Oxnard to grant consent to the sale and transfer of rights under Ordinance No. 1869 to CRIMSON.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve, by a vote of not less than two-thirds of its members, to:

1. Consent to the sale and transfer from CONOCO to CRIMSON all rights, title, and interest in the franchise concerning operation of a pipeline granted by the City of Oxnard to UNOCAP under Ordinance No. 1869 and the assumption by CRIMSON of all obligations imposed by Ordinance No. 1869.

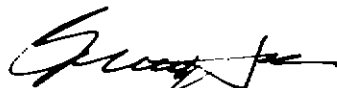
2. Without a subsequent resolution, not consent to any subsequent transfer, waiver, or alteration of any rights which the City of Oxnard may have under Ordinance No. 1869 or any obligations of the franchisee under Ordinance No. 1869.

PASSED and ADOPTED this 16 day of December, 2008, by the following vote:

AYES: Councilmembers Holden, Herrera, Maulhardt, Pinkard, and MacDonald.

NOES: None.

ABSENT: None.



Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, Acting City Attorney
12-8-08

Resolution of Intent for an Ordinance Granting the Renewal of the Crimson California Pipeline, L.P. Franchise Agreement to Operate and Maintain a Pipeline for the Transportation of Petroleum Products Under, Along and Across Harbor Boulevard. (10 minutes)

City Council
April 30, 2024

Chelsey Ballot
Deputy City Attorney

That the City Council adopt a resolution of intent (“ROI”) to set a public hearing to introduce an uncoded ordinance granting the renewal of the Crimson California Pipeline, L.P. franchise agreement to operate and maintain a pipeline for the transportation of petroleum products under, along and across Harbor Boulevard.

- On May 5, 1981, the City of Oxnard, by Ordinance No. 1869, granted to Union Oil Company of California (“UNOCAL”) the right to lay, maintain, and operate 2,017.5 linear feet of 8-inch pipeline (the “Oxnard Pipeline”) along Harbor Boulevard in Oxnard, for a period of 40 years.
- Between 1992 and 2008, the franchise was transferred to UNOCAL California Pipeline Company (“UNOCAP”), then to ConocoPhillips Pipe Line Company (“Conoco”), and then to Crimson.
- Crimson seeks to renew the franchise for the existing pipeline for an additional 10 years.

- The 40-year franchise expired in January 2021, however Crimson continued to make annual payments to the City under the franchise terms and conditions.
- The pipeline is active and exclusively transports crude oil.
- The payment amount fluctuates with the Consumer Price Index (“CPI”) for the Los Angeles region.
- Between 2020 and 2023 Crimson’s average annual payment was \$3,420.62.

- The most significant changes made to the franchise terms and conditions from 1981 to today was adding language to further protect the City from liability and fixing the annual increase to 3.5%.
- The resolution of intent will be presented to the City Council on April 30, 2024.
- Once adopted, the uncodified ordinance will be presented to the City Council on May 21, 2024, as a Public Hearing item for introduction and consideration.
- If approved, the uncodified ordinance will be presented to the City Council on June 18, 2024, for adoption.

This item has a positive financial impact on the City. Payments made on City-granted franchises are placed in the General Fund.



QUESTIONS