

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
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
July 28, 2020
Regular Meeting - 4:30 to 5:45 PM

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

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

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

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

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the July 14, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

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: (Staff Presentation / Committee Discussion / Public Comment)

D. REPORTS

1. Housing Department

SUBJECT: License Agreement for Development Visioning and Temporary Use for OHA Property Located at 610 Cuesta del Mar.

RECOMMENDATION: That the Housing and Economic Development Committee recommend approval of the proposed License Agreement A-8233 with LUCHA, for an initial term of three years, to the Oxnard Housing Authority Board of Commissioners.

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Regular Meeting
July 14, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 4:30 p.m., Chair Madrigal called to order the regular meeting of the Oxnard City Council Housing and Economic Development Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Gabriela Basua, Tim Flynn, and Chair Oscar Madrigal were present via videoconference. (Member Basua was present until 4:54 p.m.).

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jeffrey Lambert, Community Development Director; Kathleen Mallory, Planning and Sustainability Manager; and Michelle Ascencion, City Clerk.

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

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the June 23, 2020 regular meeting as presented.

It was moved by Member Flynn, seconded by Member Basua, to approve the minutes as presented.
VOTE: Basua, Flynn, and Madrigal voted in favor; the motion carried 3-0.

D. REPORTS

Community Development Department

1. SUBJECT: Microenterprise Home Kitchen Operations.

RECOMMENDATION: That the Housing and Economic Development Committee receive a report on Microenterprise Home Kitchen Operations (MEHKO) and provide direction to City Manager to prepare a letter for the Mayor's signature recommending that the Ventura County Board of Supervisors "opt out" of the MEHKO program.

The Community Development Director gave a report. Public comments were received from Lucy Cartagena. Discussion ensued among the Committee, staff, and Betty Huff of Ventura County Consumer Food Protection.

It was moved by Member Flynn, seconded by Member Basua, to approve the recommended action as presented. VOTE: Basua and Flynn voted in favor; Madrigal voted against. The motion carried 2-1.

Member Basua left the meeting at this time.

2. SUBJECT: Fifth Amendment to Agreement No. 7748-17-FN with HdL Companies for Cannabis Management Services.

RECOMMENDATION: That the Housing and Economic Development Committee recommend City Council:

1. Approve and authorize the Mayor to execute the Fifth Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates (“HdL”) to increase the amount of the Agreement from \$666,350 to \$791,593 which includes Sales Tax and Economic Analysis, Allocation Audit and Recovery, and Cannabis Fiscal Analysis and Taxation Strategies consulting services; and
2. Approve the budget appropriation of \$125,243 for the Fifth Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates, which is recoverable through the Cannabis Business Permit Fee and does not impact fund balance.

The Planning and Sustainability Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Chair Madrigal, to approve the recommended action as presented. VOTE: Flynn and Madrigal voted in favor. The motion carried 2-0.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Madrigal adjourned the meeting at 5:01 p.m.

MICHELLE ASCENCION, CMC
City Clerk

OSCAR MADRIGAL
Chair



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT
REPORTS
AGENDA ITEM NO. D.1**

DATE: July 28, 2020
TO: Housing and Economic Development Committee
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: License Agreement for Development Visioning and Temporary Use for OHA Property Located at 610 Cuesta del Mar.

RECOMMENDATION

That the Housing and Economic Development Committee recommend approval of the proposed License Agreement A-8233 with LUCHA, for an initial term of three years, to the Oxnard Housing Authority Board of Commissioners.

BACKGROUND

The Oxnard Housing Authority acquired that certain real property located at 610 Cuesta del Mar within Oxnard in 1990, hereinafter referred to as "The Property." The Property has remained vacant and unimproved since the Oxnard Housing Authority acquired it. However, the Oxnard Housing Authority intends to develop affordable housing on The Property.

DISCUSSION

The Oxnard Housing Authority wishes to engage the Southwinds Neighborhood and community in which Cuesta Del Mar is located seeking a collective vision for development and use of The Property. The Oxnard Housing Authority anticipates development to occur within the next five years where such development will include affordable housing.

The proposed License Agreement has two objectives. The first is to develop a community vision, through the engagement of the Southwinds Neighborhood Council and community in which Cuesta Del Mar is located, for the for future development and use of The Property. The Property must include affordable housing, although it does not need to be the exclusive use. The Oxnard Housing Authority will engage with the Southwinds Neighborhood Council to create a joint development vision for The Property and seek to develop it consistent with that vision.

The second objective is to create a positive interim use for The Property until such time that development starts. The Oxnard Housing Authority wishes to permit the Southwinds Neighborhood Council, sponsored by LUCHA, to operate a use in the immediate and short term as determined by the community.

The interim use of The Property will be geared at engaging and activating the local community surrounding the

Southwinds Neighborhood. Possible concepts consists of utilizing mobile storage containers to store gardening, art, and other pertinent supplies and make them available for local residents who wish to create projects. Community members will be encouraged by the Ventura County Arts Collective, LUCHA, Southwinds Neighborhood Council, The Carpenters Union, and other community stakeholders to develop self-expression while using the space to improve their community. Poetry readings, mom's knitting groups and mural painting is another concept, which could be combined with the stroage containers. Lastly, a third idea is a biweekly USDA food distribution to help alleviate the needs of low-income families within the neighborhood.

The proposed License Agreement is for an initial term of three (3) years, which may be terminated by either party upon 180 days written notice to the other party. This License will be revisited after the initial term on a yearly basis by both parties for possible extension. The Agreement requires that the improvements, once installed, shall be open and useable by members of the public at reasonable times determined by LUCHA and the Housing Authority. The parties understand and agree that the improvements to be installed by LUCHA are temporary and shall be removed when the subject property is needed for development. The Agreement also requires that LUCHA shall be fully responsible for the maintenance and security of the Property associated with the temporary use.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

There is no immediate financial impact associated with the proposed License Agreement and may offer minimal property maintenance cost savings.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Cuesta_del_Mar.Agreement.June2020
2. Presentation cuesta del mar

License Agreement

This License Agreement (“License”) is by and between the Oxnard Housing Authority (“Housing Authority”) and LUCHA, a California Non-Profit Corporation (“LUCHA”) and is dated as of June 10, 2020.

Recitals

- I. The Housing Authority is the owner of a vacant property located at 610 Cuesta del Mar in the City of Oxnard (the “Property”).
- II. Prior to the Property being developed by the Housing Authority, LUCHA wishes utilize the Property for interim uses by the surrounding community, as more fully described in Exhibit A, which is attached hereto and incorporated herein by the reference (hereafter the “Improvements”).
- III. The Housing Authority is willing for LUCHA or its designee to install the Improvements on the Property, subject to the terms and conditions of this License.
- IV. LUCHA also wishes to collaborate with the Housing Authority on envisioning how and what to develop on the Property.
- V. The Housing Authority is willing to collaborate with LUCHA on envisioning how and what to develop on the Property, provided any such development of the Property must include public housing on it and that any development on the Property is subject to the approval of the governing body of the Housing Authority.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this License by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Housing Authority and LUCHA agree as follows:

1. Grant of Nonexclusive License. Housing Authority grants to LUCHA and LUCHA accepts a nonexclusive license to install, maintain and provide public use from the Improvement on the Property, constructed in accordance with plans approved by the Housing Authority.
2. Term. The initial term of this License is effective upon approval of the Housing Authority’s Board of Commissioners and shall continue for three (3) years. Notwithstanding any language in this License to the contrary, this License may be terminated by either party upon 180 days written notice to the other party. This License will be revisited after the initial term on a yearly basis by both parties for possible extension.

3. License Payment. LUCHA shall pay Housing Authority the sum of One Dollar (\$1.00) in advance for this License.
4. Indemnification and Insurance.
 - a. LUCHA shall, during the term of this License, hold harmless, indemnify and defend Housing Authority, its elected and appointed officials, employees, agents and consultants from and against any damages, claims, causes of action and liability relating to or in connection with this License and the installation, use of and operation of the Improvement contemplated by this License, except for the sole negligence or willful act or failure to act by Housing Authority.
 - b. LUCHA shall provide Housing Authority with satisfactory evidence of general liability insurance naming the Housing Authority as an additional insured in the amount of \$1,000,000.00 per incident relating to and in connection with the installation and public use of the Improvement contemplated hereby. Such insurance shall be in a form acceptable to the Housing Authority. Housing Authority shall be provided with not less than 30 days prior notice of cancellation or reduction in coverage.
5. Use of Property. Once installed, the Improvement shall be open and useable by members of the public at reasonable times determined by LUCHA and the Housing Authority. The parties understand and agree that the improvements to be installed by LUCHA are temporary and shall be removed when the subject property is needed for development as envisioned in Section 7 below. During the term of this License, LUCHA shall be fully responsible for the maintenance and security of the Property.
6. Liens. LUCHA shall have no right, power or authority to finance, lien, mortgage or encumber in any manner the Property. Any liens resulting from the installation work of the Improvements shall immediately be removed by LUCHA without the necessity by Housing Authority of providing notice or a request.
7. Collaboration and Consultation regarding Development of Property. During the term of this License, the Housing Authority and LUCHA agree to collaborate on envisioning how and what to develop on the Property, provided any such development of the Property must include public housing on it. LUCHA acknowledges that any proposals to develop the Property are subject to the final approval of the governing body of the Housing Authority.
8. Compliance with Laws. For all installation, maintenance and removal or restoration of the Improvement, LUCHA and Housing Authority shall be bound by all laws of the State of California.

9. Applicable Law. This License shall be interpreted and any law applied consistent with California and, as may be applicable, federal laws. Jurisdiction shall be appropriate only in California and federal courts in this state.
10. Possessory Interest Tax. Housing Authority and LUCHA agree that this License may create a possessory property interest which is subject to property taxation, in which event the party in whom such interest is vested may be subject to and shall pay such property taxes.
11. Notices. All communications, notices and demands of any kind that either party may be required or desires to give to or serve on the other party shall be made in writing and delivered personally or sent by registered or certified mail or Federal Express (or other like overnight delivery service) to the following addresses:

To Housing Authority: Oxnard Housing Authority
 435 South D Street
 Oxnard, CA 93030
 Attn: Housing Director

With a copy to: City Attorney's Office
 City of Oxnard
 305 West Third Street
 Oxnard, CA 93030
 Attn: Housing Authority General Counsel

To LUCHA: LUCHA
 1008 Hillside Drive
 Santa Paula, CA 93060
 Attn: Dr. Gabino Aguirre

12. Any such notice shall be presumed to have been received on the earlier of:
 - a. Personal delivery to the address(es) shown above,
 - b. One (1) day after delivery to Federal Express or other like overnight delivery service, or
 - c. Two (2) business days after posting in the United States mail. Either party may change its address by giving the other party written notice of its new address.
13. Entire Agreement. This License represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this License.

14. Section Headings. The section headings contained in this License are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
15. Counterparts. This License and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.
16. Waiver. No waiver of any provision of this License shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.
17. Severability. If any part of this License is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the License. The other parts of this License shall remain in effect as if this License had been executed without the invalid part. The parties intend and desire that the remaining parts of this License continue to be effective without any part or parts that have been declared invalid.
18. No Reliance on Other Parties. All parties to this License declare that, prior to the execution of this License, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this License and making the decision to execute it. The parties each represent and acknowledge that in executing this License, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this License or their respective legal counsel with regard to the subject matter, basis or effect of this License.
19. Construction. The provisions of this License shall be liberally construed to effectuate its purpose. The language of this License shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this License and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

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

OXNARD HOUSING AUTHORITY

Emilio Ramirez, Director

ATTEST:

Michelle Ascencion, Secretary

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

LUCHA, a California Non-Profit Corporation

[name] , [title] Date

[name] , [title] Date

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.

Exhibit A

Interim Community Uses

Interim Community Use project at Southwinds is geared at engaging and activating the local community surrounding the Southwinds neighborhood. The Project consists of utilizing mobile storage containers to store gardening, art, and other pertinent supplies and make them available for local residents who wish to create projects. Community members will be encouraged by the Ventura County Arts Collective, LUCHA, Southwinds Community Neighborhood Council, The Carpenters Union, and other community stakeholders to develop self-expression while using the space to improve their community. Poetry readings, mom's knitting groups and mural painting will be part of the supervised activities that will be offered at the space. Also, a biweekly USDA food distribution will be held on site to help alleviate the needs of the low-income families that make South Oxnard their home.

LICENSE AGREEMENT WITH LUCHA TO COLLABORATE ON DEVELOPMENT AND INTERIM USE OF 610 CUESTA DEL MAR

Emilio Ramirez
Housing Director



PUBLIC HOUSING CUESTA DEL MAR DRIVE



660 Cuesta Del Mar
12 Public Housing Units
Fully Occupied



610 CUESTA DEL MAR DRIVE



Acquired in 1999
Vacant Land
Approximately 9,500 square feet
Zoned High Rise Residential
Southwinds Neighborhood



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SUMMARY OF THE LICENSE AGREEMENT

- An initial term of three (3) years
- May be terminated by either party upon 180 days
- Revisit the agreement after the initial term on a yearly basis
- The improvements shall be open and useable by members of the public at reasonable times
- The improvements are temporary and shall be removed when the subject property is needed for development
- LUCHA shall be fully responsible for the maintenance and security of the Property associated with the temporary use

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CONCEPTS OF INTERIM USES

Urban backdrop—by The Lab,



Yarn Bombing fencing



Sensory Garden

FAMILY FIRST
HELPING PARENTS PREPARE THEIR CHILDREN FOR SUCCESS

The Sensory Garden

Taste

- Herb Garden
- Edible Garden
- Flower Garden
- Vegetable Garden

Smell

- Herb Garden
- Flower Garden

Sound

- Herb Garden
- Flower Garden

Sight

- Herb Garden
- Flower Garden

Touch

- Herb Garden
- Flower Garden

RECOMMENDATION

That the Housing and Economic Development Committee recommend approval of the proposed License Agreement to the Oxnard Housing Authority Board of Commissioners.