

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
November 10, 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 October 13, 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. Community Development Department

SUBJECT: Exclusive Negotiating Agreements for Downtown Successor Agency Owned Parcels. (5/10/5)

RECOMMENDATION: That the Housing and Economic Development Committee recommend:

1. That the Successor Agency authorize the Executive Director or designee to execute Agreement No. A-8246 with Many Mansions for the parcel located at 538 S. Meta Street;
2. That the Housing Authority Board of Commissioners authorize the Housing Director to execute Agreement No. A-8247 with the Successor Agency for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130; and
3. That the Successor Agency authorize the Executive Director or designee to execute Agreement No. A-8247 with the City Housing Authority for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130.

Contact: Ashley Golden, (805) 385-7478

2. City Manager Department

SUBJECT: Third Amendment to Exclusive Negotiation Agreements between the City of Oxnard and Clear Channel Outdoor, LLC and between the City of Oxnard and Outfront Foster Interstate, LLC, both regarding potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101. (5/10/5)

RECOMMENDATION: That the HEDC recommended that the City Council authorize the Mayor to execute a Third Amendment to Exclusive Negotiation Agreement:

1. Between the City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
2. Between the City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APN 132-003-301) and City-owned property and right-of-way on the north side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue.

Contact: Ashley Golden, (805) 385-7478

3. Community Development Department

SUBJECT: Safe Homes, Safe Families Repeat Offender Program Status Report. (10/5/5)

RECOMMENDATION: That the Housing and Economic Development Committee receive a status report on the Safe Homes, Safe Families (SHSF) repeat offender program.

Contact: Jeff Pengilly, (805) 385-8208

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Regular Meeting
October 13, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 4:33 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. Member Tim Flynn and Chair Oscar Madrigal were present via videoconference; Member Gabriela Basua was absent.

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; 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 September 22, 2020 regular meeting as presented.

It was moved by Member Flynn, seconded by Chair Madrigal, to approve the minutes as presented.

VOTE: Flynn and Madrigal voted in favor; the motion carried 2-0.

D. REPORTS

City Manager Department

1. SUBJECT: Review and Prioritize Councilmember Agenda Requests.

RECOMMENDATION: That the Housing and Economic Development Committee review and prioritize Councilmember agenda requests.

The Assistant City Manager gave a report. Discussion ensued among the Committee and staff. Committee Members discussed their preferences and provided direction. No formal action was required.

E. ITEMS FOR FUTURE AGENDAS

Member Flynn reiterated his previous request for an update on the Safe Homes Safe Families program, and inquired about next steps for the Housing Element update. Discussion ensued among the Committee and staff.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Madrigal adjourned the meeting at 4:45 p.m.

MICHELLE ASCENCION, CMC
City Clerk

OSCAR MADRIGAL
Chair

DRAFT



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.1**

DATE: November 10, 2020
TO: Housing and Economic Development Committee
FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org
SUBJECT: Exclusive Negotiating Agreements for Downtown Successor Agency Owned Parcels. (5/10/5)

RECOMMENDATION

That the Housing and Economic Development Committee recommend:

1. That the Successor Agency authorize the Executive Director or designee to execute Agreement No. A-8246 with Many Mansions for the parcel located at 538 S. Meta Street;
2. That the Housing Authority Board of Commissioners authorize the Housing Director to execute Agreement No. A-8247 with the Successor Agency for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130; and
3. That the Successor Agency authorize the Executive Director or designee to execute Agreement No. A-8247 with the City Housing Authority for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130.

BACKGROUND

Over several years, the City of Oxnard’s (City) former redevelopment agency, the Community Development Commission (CDC), purchased multiple properties in downtown Oxnard for downtown revitalization purposes.

Due to various downtown redevelopment plans over the intervening years and the severe economic downturn in the late 2000s, redevelopment in downtown Oxnard came to a halt. In addition, a state law that triggered the dissolution of all redevelopment agencies effective February 1, 2012, prohibited the former CDC from entering into new contracts, obligations, or other commitments (the Dissolution Law). At the end of 2015, the state Department of Finance (DOF) approved the Long Range Property Management Plan (LRPMP) prepared by the Successor Agency to the former CDC, listing fifty-one (51) properties for disposition.

Of the fifty-one (51) properties identified in the LRPMP, only seven (7) remain. All seven are vacant lots located in Downtown Oxnard.

	538 S. Meta	544 Meta	144 E. Sixth	No address	No address	No address	No address
APN	201-0-213-	201-0-213-	201-0-272-	201-0-272-	201-0-272-	201-0-272-	201-0-213-

	100	140	170	030	020	200	130
Land Use	Vacant lot	Vacant lot	Vacant lot	Vacant lot	Vacant lot	Vacant lot	Vacant lot
Lot Area	5600 sq ft	1715 sq ft	7500 sq ft	4250 sq ft	4250 sq ft	2500 sq ft	4300 sq ft
Acres	0.13	0.04	0.17	0.10	0.1	0.05	0.10
Zoning	DT-G	DT-G	DT-G	DT-G	DT-G	DT-G	DT-G
ENA	Many Mansions	Housing Authority	N/A	Housing Authority	Housing Authority	N/A	Housing Authority

DISCUSSION

California Surplus Land Act

The California Surplus Land Act (Act) sets out specific rules on how public agencies may dispose of surplus land, prioritizing affordable housing, parks, and open space with a city declaring in a public meeting that a property is surplus land pursuant to the Act.

On January 1, 2020, Assembly Bill 1486 (AB 1486) went into effect, significantly revising the Act by changing the required process of selling and disposing of designated surplus property owned by cities, special districts, housing authorities, and other local agencies. Among the revisions brought about by AB 1486 was the inclusion of successor agencies as a local agency. Additionally, AB 1486 changes the definition of an agency’s use of property, sets reporting requirements, and institutes penalties for non-compliance:

- 1) **USE OF PROPERTY:** An agency’s use of a property shall not include commercial or industrial uses or activities, including non-governmental retail, entertainment, or office development.
- 2) **REPORTING:** Agencies must include designated surplus lands in their housing elements and annual progress reports.
- 3) **PENALTIES:** If an agency does not comply with the Act’s requirements, HCD can impose penalties as high as 30% of the land’s final sales price for a first violation and 50% for subsequent violations.

In summary, the Act presents significant administrative and policy considerations, placing stringent procedural requirements on what a city or local agency can develop on its properties. As long as a successor agency’s properties are under an ENA or other legally binding contract before December 31, 2020, and properly disposed of by December 31, 2022, the multiple requirements set forth by the Act would not apply. The Dissolution Law would dictate how properties covered under such an ENA would be developed, providing wider latitude in considering future developments and time to negotiate and agree to a development plan.

EXCLUSIVE NEGOTIATING AGREEMENTS (ENAs)

Staff is purposing ENAs with the Housing Authority or Many Mansions to negotiate the terms of Purchase and Sale Agreements or Disposition and Development Agreements for five (5) of the seven (7) Successor Agency owned properties: 538 S. Meta Street, 544 Meta Street, and APNs 201-0-213-130, 201-0-272-020, and 201-0-272-030 (collectively the Properties). The requested actions only authorize the Successor Agency to negotiate with the Parties; it does not approve specific projects for the sites. If the Successor Agency does not enter into ENAs with the Parties, then the Properties would need to be declared surplus land and be subject to the expanded Act, including AB 1486.

If the Successor Agency enters into separate ENAs with the Housing Authority and Many Mansions (the Parties),

staff intends to seek the Ventura County Consolidated Oversight Board's (Oversight Board) approval on November 18, 2020. After this approval, staff will submit all documentation to the DOF for a 40 day review period. If the DOF approves the ENAs with the Successor Agency, Successor Agency staff would immediately enter into negotiations with the Parties to determine the price and terms under which the Parties would acquire the Properties separately. Any sale of the Properties would include specific requirements regarding the type of project that would need to be constructed (subject to the Parties going through the City's entitlement process), as well as ultimate approval of the agreements from the Oversight Board and DOF. The City would retain its approval authority of proposed development to ensure the projects would further the City's vision for Downtown. Staff would include these requirements as part of a Disposition and Development Agreement, which would also require that the Properties revert to the Successor Agency if the Parties did not develop the Properties in a timely manner pursuant to the terms of the ENAs.

Successor Agency and Many Mansions ENA

The Successor Agency proposes an ENA with Many Mansions, a non-profit affordable housing developer, seeking to eventually present a Purchase and Sale Agreement or Disposition and Development Agreement (DDA) for the property commonly known as 538 Meta Street in Oxnard (Site). As a non-profit developer, Many Mansions works to provide affordable housing to households with very-low and low-incomes by constructing new or acquiring and rehabilitating existing housing units in partnership with Cities and other local organizations. Since its founding in 1979, Many Mansions has developed and managed over 500 affordable housing units at various properties throughout Ventura County.

538 Meta Street bisects Many Mansion's existing property located at 217-235 East 6th Street, and the property commonly known as 536 Meta Street, which Many Mansions currently has an option to purchase. Many Mansions has plans to develop the 536 Meta property as affordable housing for households earning 60% or below the area median income (AMI) and is currently in the process of completing their land use application for submission to the City. Many Mansions is currently in the process of obtaining entitlements for the development of an 87-unit affordable housing development known as the Central Terrace Apartments, which will be located at their 217-235 East 6th Street site and will provide affordable rental housing to households earning 60% or below the AMI.

The 538 Meta Street parcel owned by the Successor Agency is narrow, approximately twenty-five feet wide, and extends from Meta Street through the alley on the east side. Many Mansions wishes to acquire this property from the Successor Agency and incorporate the parcel into its design of the Central Terrace Apartments and the 536 Meta property. Including the 538 Meta parcel into the design of these projects is extremely practical, as the parameters of the site (e.g., small and narrow) make it difficult for anything else to be developed at the site. The 538 Meta parcel would also allow for a contiguous, seamless design between the properties. Disposition of this property to Many Mansions will also reduce blight and improve the neighborhood by creating a Paseo and community pocket park that will be open to the public and be developed, managed, and maintained by Many Mansions. Furthermore, the land acquisition improves the 536 Meta project's competitiveness for future State funding, which will improve the overall project feasibility. The proposed ENA for 538 Meta Street includes an initial 180 calendar day term with two potential extensions for 180 calendar days each.

Successor Agency and Housing Authority

The Successor Agency proposes an ENA with the Oxnard Housing Authority, seeking to eventually present a Purchase and Sale Agreement or a DDA for the Successor Agency owned properties located at the following

assigned APNs: 201-0-213-130, 201-0-213-140 (544 Meta Street), 201-0-272-020, and 201-0-272-030. The Oxnard Housing Authority wishes to acquire and develop the Successor Agency owned properties for affordable housing use to be mutually agreed upon by the Successor Agency and the Oxnard Housing Authority to assist in increasing the City’s affordable housing stock. The proposed ENA will include an initial 180 calendar day term with a potential extension of one or more additional times for a period not to exceed an aggregate of 180 calendar days.

Remaining Successor Agency Parcels

There are no current plans for the development of the remaining Successor Agency parcels. The configuration and size of the two parcels make affordable housing developments challenging to construct. Therefore, staff proposes to place the remaining two (2) parcels, 144 E.Sixth Street and APN 201-0-272-220, be sold on the open market, subject to the Act.

Proposed Timeline for ENAs

- November 17, 2020 - Present ENAs to City Council/Successor Agency/Housing Authority.
- November 18, 2020 - Submit ENAs to the Oversight Board for approval. If approved, staff sends ENAs to the DOF – 40 day review period.
- December 31, 2020 - Any properties not under an agreement and approved by the DOF by this date are subject to the steps outlined in the Act.
- 2021 - With ENA approval from the DOF, staff to present Purchase and Sales Agreements (PSAs) or DDAs to the Successor Agency and Housing Authority. With approval from these legislative bodies, staff will present these agreements to the Oversight Board for approval. After approval by Oversight Board, staff sends PSAs or DDAs to the DOF for review – 100 day review period.

ENVIRONMENTAL IMPACT

Entering into ENAs with any party will not result in a direct or reasonably indirect potential change in the environment. (CEQA Guidelines, Section 15060(c)(2).) Before any development of the Properties that are the subjects of the ENAs can occur, the Parties and Successor Agency would have to agree to the sale of the Properties.

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 2. Address homelessness through the development and implementation of a multi-tiered strategy.

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.

This agenda item supports the Economic Development strategy. The purpose of the Economic Development

strategy is to develop and enhance Oxnard’s business climate, promote the City’s fiscal health, and support economic growth in a manner consistent with the City’s unique character. This item supports the following goals and objectives:

Goal 5. Revitalize Oxnard’s downtown and pursue economic development opportunities.

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

There will be no financial impacts to the Housing Authority or Successor Agency by entering into these ENAs. Financial impacts would only occur if the Properties were sold pursuant to a subsequent agreement(s) entered into between the Housing Authority and Many Mansions with the Successor Agency.

Prepared by: Adam Smith, Project Manager, Elsa Brown, Affordable Housing Program Manager

ATTACHMENTS

1. Agreement No. A-8246 - Successor Agency & Many Mansions
2. Agreement No. A-8247 - Successor Agency & Housing Authority
3. Presentation - Exclusive Negotiating Agreements for Downtown Successor Agency Owned Parcels

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this “**Agreement**”) is between the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic (the “**Successor Agency**”), and Many Mansions, a California nonprofit corporation (the “**Developer**”). The Successor Agency and the Developer are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. This Agreement will be effective as of the last date this Agreement is signed by all Parties (the “**Effective Date**”).

RECITALS

- A. The Successor Agency currently owns certain real property located at 538 Meta Street in the City of Oxnard, Assessor Parcel Number 201-0-213-100 (the “**Site**”).
- B. On February 3, 2020, the Developer acquired certain real property located at 217-235 East Sixth Street, which is adjacent to the Site on the southern border. The Developer is proposing to develop a 100% affordable housing multi-family development, currently known as Central Terrace Apartments. The development will be restricted to families and individuals earning 60%, 50% and 30% of Area Median Income.
- C. The Developer secured site control via an Option to Purchase Agreement for certain real property located at 536 Meta Street, which is adjacent to the Site on the northern border. The Developer is proposing to develop a 100% affordable housing multi-family development, currently known as Aspire Apartments. The development will be restricted to families and individuals earning 60%, 50% and 30% of Area Median Income.
- D. On February 13, 2020, the Developer submitted a request for disposition of real property to the City of Oxnard Housing Department “**Proposal**”.
- E. The Proposal by the Developer is to acquire the Site for the development of a pocket park, to be made available to the public (the “**Project**”). The Site would be owned, developed and managed by the Developer in conjunction with the Developer’s aforementioned projects, Central Terrace & Aspire Apartments.
- F. The Developer commissioned a third-party consultant to produce a Fair Reuse Value Analysis, completed on September 16, 2020. The report determined the market value of the property is \$0, based primarily on an analysis of the Site’s dimensions and zoning code requirements. The report also cites a California Court of Appeal decision in *People ex rel. Dept. of Public Works v. City of L.A.*, that establishes precedence in the event publicly owned property is transferred solely for the purpose of developing a public park.
- G. The Developer is an experienced real estate developer with the capability of planning, designing, engineering, financing, marketing, and developing the Site in a fashion that could achieve the City’s objective of providing a pocket park, made available to the public.

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained in this Agreement, incorporated herein, the Parties agree as follows:

AGREEMENT

1. Site; Site Control.

1.1 The Site is currently vacant and unimproved, is approximately 5,600 square feet (.128acres), and is located at 538 Meta Street in the City of Oxnard (Assessor Parcel Number 201-0-213-100).

1.2 The Successor Agency owns the Site and desires to enter into good faith exclusive negotiations with the Developer for an agreement that would result in the grant of the Site to the Developer, or a limited partnership to be formed by and controlled by the Developer, subject to, and at a mutually-acceptable purchase price reflecting, a restriction that the Site be used for the development of a pocket park, accessible to the public. The term of the restriction would be a 55-year term, running in conjunction with the Developer's affordable housing developments.

2. Negotiation Period; Early Termination.

2.1 The term of this Agreement will be one hundred and eighty (180) days following the Effective Date, unless earlier terminated or extended pursuant to the terms of this Agreement (the "Negotiation Period").

2.2 The Successor Agency shall have the authority to approve up to 2 extensions of the Negotiation Period if the Successor Agency determines, in its sole discretion, that satisfactory progress is being made to achieve the Parties' objectives but that such an extension is necessary in order to finalize discussions or negotiations on mutually satisfactory terms. Each extension shall be in writing and will be for a period of one hundred eighty (180) days.

2.3 Notwithstanding the Negotiation Period, each Party has the right to terminate this Agreement upon 30-days' written notice to the other Party in the event that (i) the Successor Agency or the Developer determines that the Project is infeasible, based on financial or environmental impact considerations; or (ii) the Parties reach an impasse in their negotiations and cannot be resolved after good faith efforts.

3. Exclusive Negotiations.

3.1 During the Negotiation Period, the Developer will have the exclusive right to negotiate with the Successor Agency regarding the development of the Site. The Parties will negotiate in good faith to achieve their objectives and accomplish the tasks described in this Agreement with respect to the Project, and the Developer agrees that it will commit the financial and time resources required to conduct the tasks outlined in this Agreement.

4. Preliminary Project Development Tasks.

4.1 During the Negotiation Period, the Developer's responsibilities, with the cooperation from Successor Agency staff, include the followings tasks:

- a) Refine the parameters of the Project and deal structure (*e.g.*, finalize the Purchase and Sale Agreement and any other Successor Agency affordable housing documents).
- b) Continue to evaluate the physical condition of the Site for the suitability of the Project.
- c) Refine the Project design.
- d) Refine the Project budget and development schedule.
- e) Undertake all such environmental review required by the California Environmental Quality Act and seek all required discretionary land use entitlements to place the Site in a condition ready for development of the Project.

5. Developer Status.

5.1 Project Managers. The Project Managers for the Developer will be Alexander Russell, Executive Vice President, and Derrick Wada, Associate Director of Real Estate. Other employees, consultants, or representatives who are proposed to be directly involved in the Project will be determined by the Developer and submitted to the Successor Agency upon any such determination.

5.2 Assignment. The Developer may assign this Agreement to an affiliate controlled by the Developer (*e.g.*, a limited partnership and/or limited liability company in which the Developer or its affiliates are the managing general partner(s) or managing member(s), respectively) with the prior written approval of the Successor Agency, which approval shall not be unreasonably withheld. Any assignment approved by the Successor Agency will not be effective unless and until the Developer submits a signed assignment and assumption agreement in a form and with content approved by Successor Agency Counsel.

6. Entry and Inspection of Site.

6.1 License. The Successor Agency hereby grants to the Developer and its employees, agents, consultants, and contractors (the "Related Parties") a license during the Negotiation Period to enter upon the Site between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, for the purposes of inspecting and surveying the Site (a "Permitted Inspection") in connection with the proposed Project. The Developer must notify the Successor Agency in writing of its intention to enter the Site at least 48 hours prior to any of the Related Parties entering the site.

6.2 Indemnity. The Developer agrees to protect, defend, indemnify and hold harmless the Successor Agency and all respective officers, officials, members, employees, agents, and representatives, from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, arising out of or in any manner directly or indirectly connected with the entry upon the Site by the Developer or any of its Related Parties and the performance of a Permitted Inspection, other than the discovery of existing conditions on the Site such as hazardous materials.

7. Miscellaneous.

7.1 Notices. Formal notices, demands, and communications between the Successor Agency and the Developer must be given either by (i) personal service, (ii) delivery by reputable overnight document delivery service that provides a receipt showing date and time of delivery, or (iii) U.S. first class certified mail, return receipt requested, addressed to:

Successor Agency: Oxnard Community Development Commission Successor Agency
 Attn: Adam Smith, MPA, Project Manager
 City Manager's Office
 300 W. Third St, Fourth Floor
 Oxnard, CA 93030
 Telephone: 805.385.3918

Developer: Many Mansions
 Attn: Alexander Russell, Executive Vice President
 1259 E. Thousand Oaks Blvd.
 Thousand Oaks, CA 91362
 Telephone: 805.496.4948 ext. 220

Notices will be deemed effective upon receipt. Such written notices, demands, and communications will be sent in the same manner to such other addresses as any Party may from time to time designate by notice given in accordance with this section.

7.2 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and will not be construed to limit or extend the meaning of this Agreement.

7.3 Entire Agreement; Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter of this Agreement. Any alteration, change, or modification of or to this Agreement must be in writing and executed on behalf of each Party. The Executive Director of the Successor Agency, or designee, is authorized to negotiate changes to this Agreement on behalf of the Successor Agency. Alex Russell, Executive Vice President of the Developer, is authorized to negotiate changes to this Agreement on behalf of the Developer.

7.4 Counterparts. This Agreement may be executed in counterparts, each of which, after all the Parties have signed this Agreement, will be deemed to be an original, and such counterparts will constitute one and the same instrument.

7.5 No Confidentiality. The Developer acknowledges and agrees that the Successor Agency is a public entity with a responsibility and, in many cases, a legal obligation to conduct its business in a manner open and available to the public. Accordingly, any information provided by the Developer to the Successor Agency with respect to the Site, the Project or the Developer may be disclosed to the public either purposely, inadvertently, or as a result of a public demand, request or order.

7.6 Developer's Sole Remedy for Successor Agency Default. Subject to the Developer's right to terminate this Agreement, the Developer's exclusive remedy for an uncured Successor Agency default under this Agreement is to institute an action for specific performance of the terms of this Agreement. In no event will the Developer have the right, and the Developer expressly waives the right, to seek monetary damages of any kind (including, but not limited to, actual damages, economic damages, consequential damages, or lost profits) from the Successor Agency in the event of a default by the Successor Agency under this Agreement or any action related to this Agreement.

7.7 Time of the Essence. Time is of the essence for each of the Developer's obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties have executed this Agreement on the dates set forth below:

“SUCCESSOR AGENCY”

**OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY,**
a public body, corporate and politic

Dated: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____

KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

“DEVELOPER”

MANY MANSIONS, a California nonprofit corporation

Dated: _____

By: _____

Rick Schroeder, President

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this “**Agreement**”) is made and entered into as of this 17th day of November, 2020, by and between the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (the “**Successor Agency**”), and the OXNARD HOUSING AUTHORITY, a public body, corporate and politic (the “**Housing Authority**”), collectively referred to as the “**Parties**”, with reference to the following:

RECITALS

WHEREAS, the Parties desire to enter into negotiations concerning the development of certain land (the “**Site**”) in furtherance of the goals and objectives of the redevelopment plan (the “**Redevelopment Plan**”) for the applicable Oxnard redevelopment project area (the “**Project Area**”), as adopted and amended by ordinances of the City Council of the City of Oxnard and incorporated herein by this reference, and the Community Redevelopment Law of the State of California (the “**Community Redevelopment Law**”, set forth at California Health and Safety Code Section 33000, *et seq.*); and

WHEREAS, the Housing Authority proposes to acquire and develop the Site for an affordable housing use to be mutually agreed upon by the Parties (the “**Proposed Project**”); and

WHEREAS, the Parties recognize and acknowledge the purpose of this Agreement is to seek to negotiate the terms of a Purchase and Sale Agreement (a “**PSA**”) which will accomplish the objectives described in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein.

Section 2. SITE

The Site is located within the Project Area, in the City of Oxnard, State of California, identified as Parcels I-2 through I-5 in the Successor Agency’s long-range property management plan, as amended, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively.

Section 3. PURPOSE OF AGREEMENT

A. The purpose of this Agreement is to provide for the good faith negotiation by the Parties of a PSA, which shall take into consideration, among other items, each of the following:

(i) The disposition of the Site for redevelopment, in accordance with the Redevelopment Plan, for the development and construction of the Proposed Project.

(ii) The coordination of the planning, design, and construction of the development of the Proposed Project to revitalize the Project Area, to maximize its compatibility with the abutting and adjacent uses, and to minimize environmental, traffic, and other impacts on the abutting and adjacent uses.

(iii) The responsibility for development costs of the Proposed Project. Neither the Successor Agency, nor any of its officers, employees or agents have provided any direct or indirect information which in any way would indicate that the Proposed Project is or is not subject to the State of California's prevailing wage requirements.

(iv) Financial consideration to the Successor Agency for conveyance of fee title ownership of the Site to the Housing Authority for purposes of redevelopment pursuant to, and in accordance with, the Community Redevelopment Law.

(v) Such other provisions regarding the participation and responsibilities of the Parties deemed necessary or advisable by the Successor Agency to further the purpose of developing the Proposed Project, revitalizing the Project Area, and meeting all applicable legal requirements.

B. By entering into this Agreement, the Parties' goal is to provide a Proposed Project which implements the Redevelopment Plan and the City of Oxnard's General Plan, completes the objectives of reanimating the Project Area, and compliments the redevelopment activities already begun in the Project Area.

C. Notwithstanding any provisions of this Section 3 of the Agreement, the Housing Authority acknowledges and agrees that nothing in this Agreement shall obligate the Successor Agency to approve a PSA or the Proposed Project or shall otherwise expressly or impliedly obligate the Successor Agency to sell any property or interests therein. The Housing Authority further acknowledges and agrees that the approval of this Agreement and a PSA and the participation in any portion of the Proposed Project by the Successor Agency shall be in the sole and absolute discretion of the Successor Agency. The Housing Authority further acknowledges and agrees that this Agreement does not confer upon the Housing Authority the right to have a PSA, the Proposed Project, or any portion of the Proposed Project approved by the Successor Agency. The Parties in no way intend for this Agreement to impair the abilities of the Successor Agency to exercise its independent, discretionary judgment with regard to a PSA and any and all portions of the Proposed Project. The Parties acknowledge that this Agreement does not obligate the Housing Authority to develop the Proposed Project, but it does obligate the Housing Authority to negotiate diligently and in good faith to prepare a PSA to be entered into by the Parties for the Proposed Project, as set forth

in Section 4 of this Agreement, which PSA would obligate the Housing Authority to develop the Proposed Project.

Section 4. EXCLUSIVE RIGHT TO NEGOTIATE

A. The Successor Agency hereby grants to the Housing Authority and the Housing Authority hereby accepts this Agreement for a period of 180 calendar days, commencing on the date that this Agreement is signed on behalf of the Successor Agency, and continuing in full force and effect until expiration or earlier termination of this Agreement (the “**Term**”).

B. Subject to earlier termination of this Agreement, this Agreement shall remain in effect for the Term so long as the Housing Authority has not committed an uncured breach of this Agreement.

C. The Parties agree, so long as this Agreement is effective and for the period set forth in this Section 4, to negotiate diligently and in good faith to prepare a PSA to be entered into by the Parties with regard to the objectives described above and the purposes of this Agreement. During the Term, the Successor Agency agrees not to negotiate for the development of the Site, or any portion thereof, with any party other than the Housing Authority, or approve or conduct a public hearing for any other development of the Site, or any portion thereof.

D. Subject to the reasonable approval of the Successor Agency’s Executive Director or designee, the Term may be extended one or more additional times for a period not to exceed an aggregate of 180 calendar days.

E. If the Housing Authority requests an extension of the Term of this Agreement beyond the terms described in Section 4(D) above, then any such extension shall be granted, if at all, in the Successor Agency’s sole and absolute discretion.

F. If, upon the expiration of the Term of this Agreement, the Parties have not each approved and executed a PSA, then this Agreement shall automatically terminate, and the Housing Authority shall have no further rights regarding the subject matter of this Agreement or all or any part of the Site, and the Successor Agency shall be free to negotiate with any other persons or entities with regard to all or any part of the Site.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

“SUCCESSOR AGENCY”

**OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY,**
a public body, corporate and politic

Dated: _____ By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

“HOUSING AUTHORITY”

OXNARD HOUSING AUTHORITY,
a public body, corporate and politic

Dated: _____ By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
Housing Authority General Counsel

Exclusive Negotiating Agreements for Downtown Successor Agency Owned Parcels

Adam Smith, Project Manager

November 10, 2020



Recommendation

2

That the Housing and Economic Development Committee recommends:

1. That the Successor Agency authorize the Executive Director or designee to execute Agreement No. A-8246 with Many Mansions for the parcel located at 538 S. Meta Street;
2. That the Housing Authority Board of Commissioners authorize the Housing Director to execute Agreement No. A-8247 with the City for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130; and
3. That the Successor Agency authorize the Executive Director or designee to execute Agreement No. A-8247 with the City Housing Authority for the parcel located at 544 Meta Street and parcel APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130

Background

3

- Over many years, the City's former redevelopment agency, the Community Development Commission (CDC), purchased multiple properties in downtown Oxnard for downtown revitalization purposes
- On February 1, 2012, redevelopment in California came to an end
- The former CDC was prohibited from entering into new contracts or commitments (the Dissolution Law)
- Due to the economic downturn in the late 2000's, and subsequent Dissolution Law, redevelopment in Downtown Oxnard came to a halt

Remaining Successor Agency Parcels

3




Location of 7 remaining Successor Agency Parcels

Surplus Land Act 5

December 31, 2020 deadline to get properties under agreement. If properties are not under agreement by this date, then they are subject to the steps outlined in the **Surplus Land Act (ACT)**.


Act presents significant administrative and policy considerations & places stringent procedural requirements on what a city or local agency can develop on its properties.

SA Property #1 6




Proposed ENA Between Successor Agency and Many Mansions

- **LRPMP Value:** \$28,140
- **Concept:** Many Mansions to develop a pocket park, accessible to the public.

 = Many Mansions Proposed Affordable Housing Developments

SA Property #1 7




Many Mansions
Project # 1 (concept)

- 88 units, 100% Affordable
- 1,450 SF of common/commercial space


Many Mansions
Project #2 (submitted)

- 87 units, 100% Affordable
- 2,375 SF of common/commercial space

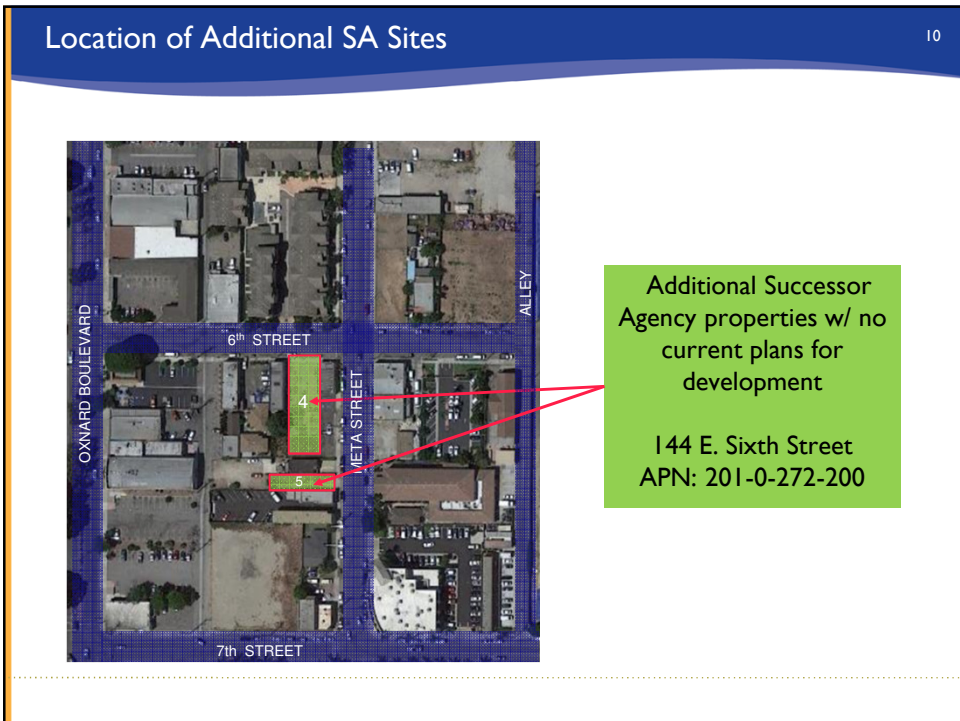
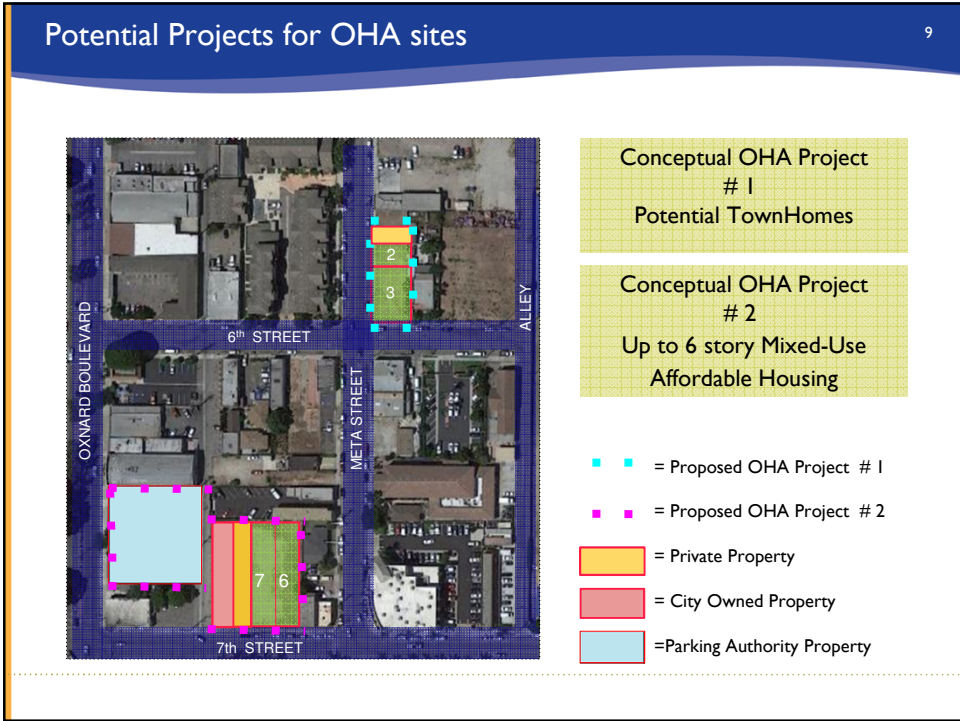


Successor Agency Sites: 2, 3, 6, 7 8

Proposed ENA Between
Successor Agency and
Oxnard Housing
Authority (OHA) for 4
SA Properties



- **LRPMP Value:**
 - 2: \$36,500
 - 3: \$90,260
 - 6: \$42,990
 - 7: \$42,990
- **Funding Source:** In-Lieu Affordable Housing Fees
- **Conceptual Use:** Affordable Housing
- **Issues:** Acquisition of private property (directly north of Successor Parcel 2 and adjacent to Successor Agency Parcel 7).



Next Steps 11

- **November 17, 2020**
 - Present ENAs to City Council/Successor Agency/Housing Authority
- **November 18, 2020**
 - Submit ENAs to the Oversight Board for approval
 - If approved, ENAs sent to the State Department of Finance (DOF) – 40 day review period
- **December 31, 2020**
 - Surplus Land Act deadline
- **2021**
 - Present Purchase and Sales Agreements (PSAs) or Development and Disposition Agreements (DDAs) to City Council/Successor Agency/Housing Submit PSAs or DDAs to the Oversight Board for approval
 - After approval by Oversight Board, PSAs or DDAs are sent to the DOF for review – 100 day review period

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

12



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.2**

DATE: November 10, 2020

TO: Housing and Economic Development Committee

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

SUBJECT: Third Amendment to Exclusive Negotiation Agreements between the City of Oxnard and Clear Channel Outdoor, LLC and between the City of Oxnard and Outfront Foster Interstate, LLC, both regarding potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101. (5/10/5)

RECOMMENDATION

That the HEDC recommended that the City Council authorize the Mayor to execute a Third Amendment to Exclusive Negotiation Agreement:

1. Between the City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
2. Between the City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APN 132-003-301) and City-owned property and right-of-way on the north side of U.S. Highway 101 between Vineyard Avenue and Rose Avenue.

BACKGROUND

On June 18, 2019, the City Council authorized the Mayor to execute an Exclusive Negotiation Agreement between the City of Oxnard and Clear Channel Outdoor, LLC and an Exclusive Negotiation Agreement between the City of Oxnard and Outfront Foster Interstate, LLC -- both for potential digital billboard sites. Under the terms of the Exclusive Negotiation Agreements, both companies were given the exclusive right to negotiate with the City for an initial six-month period, and extended two additional six-months terms if the projects were being diligently pursued by the parties.

The milestones achieved by the companies to date include:

- July 2019 - March 2020 - Negotiated deal points with City Staff for Development Agreements
- March 2020 - Closed Session with City Council.
- May 26, 2020 - Planning staff met with Outfront Foster Interstate and provided submittal requirements.
- June 17, 2020 - Planning staff met with Clear Channel Outdoor and provided submittal requirements.
- September 3, 2020 - Planning staff met with the Outfront Foster Interstate applicant team to discuss processing and timeline.
- September 10, 2020 - Planning staff met with the Clear Channel Outdoor applicant team to discuss

processing and timeline.

- October 19, 2020 - Outfront Foster Interstate submitted application materials for their two proposed sign locations

In addition to these steps with the City, because the proposed billboards would be freeway oriented, the companies are working with Caltrans on the siting of the billboards.

ANALYSIS/DISCUSSION

During the last year, the companies have analyzed many sites within the ENA locations. Clear Channel continues to work through siting the billboards, but has not yet submitted formal applications. Outfront has formally submitted applications for their locations.

Once applications are submitted City staff will conduct the necessary environmental analysis and take the matter to the Planning Commission for its recommendation regarding the proposed amendments to the Zoning Code and Specific Plan regulations that would be necessary in order to allow digital billboards in specific locations along U.S. Highway 101. Additionally, the Planning Commission would take action on the Special Use Permit allowing for the digital billboards at the specific location (subject to City Council approval of the Zoning Code and Specific Plan amendments and the Development Agreement and Lease of Property), recommendation regarding the proposed Development Agreement and Lease of Real Property.

Once the Planning Commission has made its recommendation to the City Council, the City Council would then consider if (1) it wished to amend the Zoning Code to allow digital billboards in specific locations along the U.S. Highway 101 corridor; (2) if it wished to amend the Specific Plans (RiverPark and Rose-Santa Clara Corridor) associated with the proposed project sites; and (3) if it wished to approve the proposed Development Agreement and Lease of Property with one or both of the billboard operators on terms that were acceptable to the City.

Assuming that the City Council decides to approve the amendments to the Specific Plans and the Zoning Code and one or more of the agreements with Clear Channel and/or Outfront, the billboard operator(s) special use permit(s) for the site specific location(s) would become effective. The billboard operator would then be required to obtain required state permits for each billboard site and obtain necessary building permits for the construction of each billboard structure.

ENA EXTENSION

In alignment with the existing ENA, staff is requesting the Council amend the ENAs for an initial 6 months (until June 2021), as well as providing the City Manager with authority to extend the ENAs for two additional six-months terms if the projects are being diligently pursued by the parties. In this case, “diligently pursued” would be the submittal and processing of applications and or progress with Caltrans as it relates to the siting of the billboards in the City of Oxnard.

ENVIRONMENTAL IMPACT

Entering into the Exclusive Negotiation Agreement will not result in a direct or reasonably indirect potential change in the environment. (CEQA Guidelines, Section 15060(c)(2).) Any subsequent amendment to the General Plan and the Zoning Code to allow digital billboards along U.S. Highway 101 would require subsequent environmental analysis.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard’s business climate, promote the City’s fiscal health, and support economic growth in a manner consistent with the City’s unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City’s available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

FINANCIAL IMPACT

If agreement is reached, and after the permit processing described above, then ongoing annual revenue would come to the General Fund for the term of the Agreement.

Separately, Clear Channel and Outfront paid a good-faith deposit of \$5,000 after entering into the Exclusive Negotiation Agreement with the City.

Prepared by: Ashley Golden, Assistant City Manager

ATTACHMENTS

1. A-8152 Third Amendment to ENA (Clear Channel)
2. A-8152 Second Amendment to ENA with Clear Channel
3. A-8152 First Amendment ENA with Clear Channel 12.31.19
4. A-8152 Original ENA with Clear Channel
5. A-8153 Third Amendment to Oxnard ENA (OFI)
6. A-8153 Second Amendment ENA with Outfront
7. A-8153 First Amendment ENA with Outfront
8. A-8153 Original ENA with Outfront
9. 11.10.20 HEDC - Billboard ENA Presentation

THIRD AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT

This Third Amendment to Exclusive Negotiating Agreement (the “Third Amendment”) is made and entered into as of this ____ day of November 2020, by and between the CITY OF OXNARD (“City”) and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company (“Clear Channel”). The City and Clear Channel may individually be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The City and Clear Channel are parties to that certain Exclusive Negotiation Agreement dated as of June 18, 2019, as amended by the First Amendment to the Agreement dated December 17, 2019, and a Second Amendment to the Agreement dated June 10, 2020 (as amended, the “Agreement”). Except as otherwise defined in this Third Amendment, capitalized terms used in this Third Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Sign Project pursuant to the Agreement, and the parties now desire to amend the Agreement as specified below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and Clear Channel hereby agree as follows:

1. Section 1.1 of the Agreement is amended to read as follows:

“1.1. **Length of Exclusivity Period.** The feasibility studies (including, but not limited to, working with CalTrans regarding location of the proposed billboards) and the negotiations of the Parties shall continue for a two (2) year period commencing on the date of this Agreement (“Exclusivity Period”). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the Parties. The Exclusivity Period may be terminated earlier pursuant to the provisions of Section 4 of this Agreement.”

- 2.

IN WITNESS WHEREOF, this Third Amendment has been executed by the Parties as of the date first written above.

CITY OF OXNARD

By: _____

ATTEST:

By: _____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

CLEAR CHANNEL OUTDOOR, INC., a
Delaware Corporation

By: _____

By: _____

**SECOND AMENDMENT TO
EXCLUSIVE NEGOTIATING AGREEMENT**

This Second Amendment to Exclusive Negotiating Agreement (the "Second Agreement") is made and entered into as of this 10 day of June 2020, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and Clear Channel are parties to that certain Exclusive Negotiation Agreement dated as of June 18, 2019 (the "Agreement"). The Agreement was amended pursuant to that First Amendment to Exclusive Negotiating Agreement between the Parties dated December 17, 2019.

B. The parties have diligently pursued the Sign Project pursuant to the Agreement, and the parties now desire to amend the Agreement to extend the Negotiation Period for six months.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and Clear Channel hereby agree as follows:

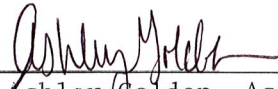
1. Pursuant to Section 1.1 of the Agreement, the term of the Agreement (as amended by the First Amendment to the Exclusive Negotiating Agreement) is extended without interruption for an additional six month term. Except as otherwise defined in this Second Amendment, capitalized terms used in this Second Amendment shall have the same meanings given in the Agreement.

2. Except as specifically modified by this Second Amendment, the Agreement shall remain in full force and effect.

[Second Amendment continued on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

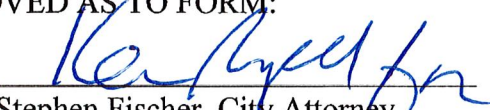
CITY OF OXNARD

By: 
Ashley Golden, Assistant City Manager

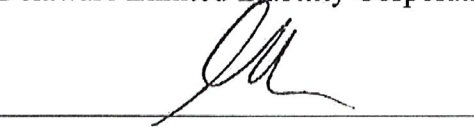
ATTEST:

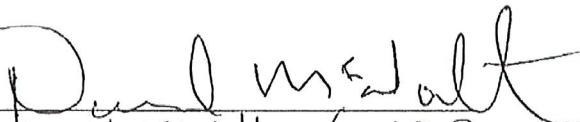
By: 
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: 
Stephen Fischer, City Attorney

CLEAR CHANNEL OUTDOOR, LLC., a
Delaware Limited Liability Corporation

By: 

By: 
David McWalters / SUP REAL ESTATE

**FIRST AMENDMENT TO
EXCLUSIVE NEGOTIATING AGREEMENT**

This First Amendment to Exclusive Negotiating Agreement (the "First Agreement") is made and entered into as of this 31st day of December 2019, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and Clear Channel are parties to that certain Exclusive Negotiation Agreement dated as of June 18, 2019 (the "Agreement"). Except as otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Sign Project pursuant to the Agreement, and the parties now desire to amend the Agreement to extend the Negotiation Period for six months.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and Clear Channel hereby agree as follows:

1. Pursuant to Section 1.1 of the Agreement, the term of the Agreement is extended without interruption for an additional six month term from the effective date of the Agreement.
2. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.

[First Amendment continued on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

CITY OF OXNARD

By: Tim Flynn
Mayor Tim Flynn

ATTEST:

By: Michelle Ascencion
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: Stephen Fischer
Stephen Fischer, City Attorney

CLEAR CHANNEL OUTDOOR, LLC, a
Delaware Corporation

By: _____

By: Greg McGrath

John Duong

**CITY OF OXNARD
EXCLUSIVE NEGOTIATING AGREEMENT**

This Exclusive Negotiating Agreement (the "Agreement") is made and entered into as of this 18th day of June, 2019, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and Clear Channel desire to discuss a potential project (the "Signage Project" or the "Project") pursuant to which Clear Channel shall cause to be designed, constructed and operated two double-sided digital general outdoor advertising sign displays on City owned or controlled property, including City rights-of-way, at the sites described on Exhibit A attached hereto (as such sites may be modified, supplemented, or replaced by agreement of the Parties, each a "Project Site" and together, the "Project Sites"), all on terms and conditions to be negotiated by the Parties.

B. The City desires to explore the feasibility of the Signage Project with Clear Channel because the City believes that the Project presents an opportunity for the City to obtain significant revenue through the sale of advertising on the advertising signs Clear Channel proposes to erect at the Project Sites.

C. In furtherance of pursuing the Project, the City and Clear Channel desire to enter into this Agreement to provide for an exclusive negotiating period on the terms and conditions set forth herein.

NOW THEREFORE, in recognition of the time, effort, expenses and costs to be borne by Clear Channel in connection with this Agreement relating to the Signage Project, the City and Clear Channel, for good and valuable consideration had and received, and in further consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Exclusivity and Negotiations.

1.1 Length of Exclusivity Period. The feasibility study and negotiations of the Parties shall continue for a six (6) month period commencing on the date of this Agreement ("Exclusivity Period"). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the Parties. The Exclusivity Period may be terminated earlier pursuant to the provisions of **Section 4** of this Agreement.

1.2 Purpose. The purpose of this Agreement is to enable the City and Clear Channel to have an exclusive opportunity for a limited duration to determine the feasibility of the Signage Project. The Exclusivity Period is intended to provide Clear Channel with sufficient time to: (i) demonstrate the developmental and operational feasibility of the Signage Project

COUNCIL APPROVED
6-18-2019 J2(1)
DATE

concept; (ii) demonstrate the capacity of Clear Channel to successfully undertake and bring the Project to completion; and (iii) afford Clear Channel the exclusive opportunity to negotiate the terms of a definitive agreement with the City with respect to the Project (the "Project Agreement").

1.3 Good Faith Negotiations. The City and Clear Channel shall negotiate diligently and in good faith during the Exclusivity Period in an effort to reach mutual agreement on a Project Agreement that would govern the terms and conditions for the development and lease of selected sites by Clear Channel. Negotiations regarding the Project Agreement will commence after mutual execution of this Agreement and shall continue until the earlier of (i) execution of a mutually-acceptable Project Agreement; (ii) termination of this Agreement pursuant to **Section 4**; or (iii) expiration of the Exclusivity Period (as such period may be extended pursuant to this Agreement).

1.4 Exclusive Negotiations. Except as otherwise indicated below, the City shall not entertain discussions or enter into any negotiations with any third party regarding the Project Sites other than Clear Channel during the Exclusivity Period. Nor shall the City solicit offers or development proposals for the Project Sites, or portions thereof, from any third party or authorize any third party to take any action that the City is prohibited from taking during the Exclusivity Period. To the extent allowed by law, the City and Clear Channel shall maintain in strict confidence the contents of their negotiations and discussions, and any and all documents, materials, and information provided by one Party to the other Party marked or otherwise designated as confidential. The Parties acknowledge that this Agreement is a public document. If City receives a Public Records Act request for the documents, materials and information provided by Clear Channel to the City, the City shall provide Clear Channel with timely notice of the request prior to the disclosure of any documents or materials to give Clear Channel an opportunity to legally challenge any disclosure of the responsive documents and materials. Notwithstanding the foregoing, this Agreement shall not prohibit or restrict the City from continuing its ongoing negotiations with Clear Channel with respect to upgrading and operating existing outdoor advertising sign(s) and/or developing, constructing, and operating new outdoor advertising sign(s), so long as such signs are or will be located at sites separate and distinct from the Project Sites, and will not conflict with or obstruct the Project.

2. Good Faith Deposit. In consideration for the City entering into this Agreement, Clear Channel shall pay the City a Good Faith Deposit of Five Thousand Dollars (\$5,000) upon execution of this Agreement. Payment of the Good Faith Deposit shall be in the form of a check delivered to the City within sixty (60) days from the date of this Agreement. In consideration of the time and effort that City staff will expend as part of the negotiations of the Signage Project, the Good Faith Deposit shall become nonrefundable ninety (90) days from the date of this Agreement unless this Agreement is terminated pursuant to **Section 4** before that date.

3. Effect of Negotiations. Clear Channel acknowledges and agrees that any activity on the locations proposed in the feasibility analysis undertaken by Clear Channel pursuant to this Agreement or proposed in any submissions to the City under this Agreement, shall not be implemented unless the Project Agreement for the Signage Project has been executed pursuant to the approval of the City.

4. Termination and Extensions.

4.1 Time is of the Essence. Time is of the essence in this Agreement.

4.2 Notice of Breach. In the event that either Party fails to perform all of that Party's obligations pursuant to the terms and conditions of this Agreement, the non-defaulting Party shall promptly give the defaulting Party notice of such default, and of the non-defaulting Party's intention to terminate this Agreement. The defaulting Party shall have a period of ten (10) business days from the receipt of such written notice from the non-defaulting Party to the defaulting Party within which to cure any other default thereunder which is capable of being cured by the defaulting Party; provided, however, that with respect to any default capable of being cured by the defaulting Party but which cannot be cured within such ten (10) business days, the default shall not be deemed to be uncured if the defaulting Party commences to cure within said ten (10) business days and diligently prosecutes the cure.

4.3 No Assignment. This Agreement and any rights, interests or obligations hereunder are not assignable by any Party without the prior written consent of the other Party. Any attempt to assign this Agreement or any part of the Agreement without said prior written consent shall constitute a breach of this Agreement and shall be void and of no force and effect. This Agreement, and each term and provision hereof, shall inure to the benefit of and be binding on the heirs, successors and assigns of the Parties.

4.4 Termination Upon Default. If either Party fails to cure any default during the cure period described in **Section 4.2**, this Agreement may be terminated upon written notice of termination from the non-defaulting Party, following which neither Party shall have any further rights or obligations hereunder except as set forth in **Section 4.5**, below.

4.5 Rights Upon Termination. Upon termination of this Agreement for any reason, neither party shall have any further rights or obligations hereunder except (i) the City shall promptly return to Clear Channel all confidential information submitted by Clear Channel to the City; (ii)) each Party shall be entitled to recover reasonable damages as it may sustain from a breach by the other Party of the confidentiality provisions of **Sections 1.4** and this **Section 4.5**.

4.6 Extension of Time to Complete Legal Requirements. In the event that Clear Channel has fully performed under the terms and conditions of this Agreement in a timely manner, the City will extend the Exclusivity Period by the amount reasonably necessary to complete the Project Agreement, or negotiation thereof, beyond what is provided in **Section 1.1** of this Agreement, and give public notice of consideration of adoption of the Project Agreement pursuant to applicable law.

5. Non-Discrimination. Clear Channel and the City agree that there shall be no discrimination against, or segregation of any person, or group of persons, on account of sex, race, color, age, marital status, religion, disability, creed, national origin, ancestry or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Sites nor shall Clear Channel establish or permit any such practice or practices of discrimination or

segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees of the site locations.

6. Access and Information. Clear Channel and its agents or representatives shall have the right to enter upon the Project Sites at any reasonable time during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Signage Project including, without limitation, verification of information, and conducting investigations, tests and studies. Upon Clear Channel's request, the City shall promptly furnish to Clear Channel all material information within its possession or control concerning the Project Sites, including without limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Project Sites.

7. Indemnification. Clear Channel shall indemnify, defend and hold the City harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City may incur or be required to pay by reason of Clear Channel's entry onto the Project Sites and activities conducted thereon by Clear Channel or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except that Clear Channel shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity acting on behalf or under the authority of the City or arising out of or related to City's acts or omissions or obligations. Notwithstanding any other provision of this Agreement, Clear Channel shall have no liability to the City or any other party by reason of, nor shall Clear Channel have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Project Sites.

8. Survival. The provisions of **Section 1.4** regarding confidentiality of information and of **Section 4.5** shall survive the expiration, termination or cancellation of this Agreement for a period of two (2) years.

9. Applicable Law; Jurisdiction and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. Jurisdiction and venue for any action to enforce or interpret any provision of this Agreement, or with respect to any claim arising out of the subject matter of this Agreement, however styled, shall be in the Superior Court for the County of Ventura, California.

10. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered, on the day delivered; (ii) if sent by a nationally recognized overnight courier, on the day after it is sent; (iii) if sent by telephone facsimile transmission (with prompt oral confirmation of receipt), on the day of confirmation, provided the notice is deposited for delivery with a recognized overnight courier for next day delivery; or (iv) if deposited with the United States Postal Service, regular or certified mail, with

postage and fees prepaid, on the seventh (7th) day after it is sent (or to such other address and facsimile number that the Parties hereto shall designate) as follows:

If to the City: City of Oxnard
300 West Third Street, 4th Floor Oxnard, CA
93030
Attn: City Manager Fax: (805) -385-7595

With a copy to: City of Oxnard
305 West Third Street, Suite 100E Oxnard,
CA 93030
Attn: City Attorney

If to Clear Channel: Clear Channel Outdoor, LLC
19320 Harborage Way
Torrance, CA 95815
Attn: VP, of REPA C/O John Duong

With copies to: Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 400
Phoenix, AZ 85016 Attn: Legal

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

CITY OF OXNARD

By: Tom Flynn 6/18/19

ATTEST:

By: Michelle Ascencion
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: Ken Fischer
Stephen Fischer, City Attorney 6/10/19

CLEAR CHANNEL OUTDOOR, LLC, a
Delaware Limited Liability Company

By: [Signature]
Bryan Parker
Executive Vice President – Real Estate & Public Affair

By: [Signature]
Greg McGrath
Senior Vice President and Regional President-Southern California

EXHIBIT A
PROJECT SITES

City-owned property and rights-of-way on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue.

**THIRD AMENDMENT TO
EXCLUSIVE NEGOTIATING AGREEMENT**

This Third Amendment to Exclusive Negotiating Agreement (“Third Amendment”) is made and entered into as of November ___, 2020 by and between the CITY OF OXNARD (“City”) and OUTFRONT FOSTER INTERSTATE LLC, a Delaware limited liability company (“OFI”). The City and OFI may individually be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. City and OFI are the parties to that certain Exclusive Negotiating Agreement dated as of June 18, 2019, as amended pursuant to that certain First Amendment to the Agreement dated as of November 13, 2019, and that Second Amendment to the Agreement dated May 28, 2020 (as amended, the “Agreement”). Except as otherwise defined in this Third Amendment, capitalized terms used in this Third Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Sign Project pursuant to the Agreement, and the parties now desire to amend the Agreement as specified below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and OFI hereby amend the Agreement as follows:

AMENDMENT

1. Section 1.1 of the Agreement is amended to read as follows:

“1.1. Length of Exclusivity Period. The feasibility studies (including, but not limited to, working with CalTrans regarding location of the proposed billboards) and the negotiations of the Parties shall continue for a two (2) year period commencing on the date of this Agreement (“Exclusivity Period”). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the Parties. The Exclusivity Period may be terminated earlier pursuant to the provisions of Section 4 of this Agreement.”

2. Except as specifically modified by this Third Amendment, the Agreement shall remain in full force and effect.

[Third Amendment continued on next page]

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

CITY OF OXNARD

By: _____

Name: _____

Title: _____

OUTFRONT FOSTER INTERSTATE LLC

By: _____
John B. Foster, Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____
City Attorney

SECOND AMENDMENT
TO
EXCLUSIVE NEGOTIATING AGREEMENT

This SECOND AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT ("Second Amendment") is made and entered into as of May 28, 2020 by and between the CITY OF OXNARD ("City") and OUTFRONT FOSTER INTERSTATE LLC, a Delaware limited liability company ("OFI"), who agree as follows:

RECITALS

A. City and OFI are the parties to that certain Exclusive Negotiating Agreement dated as of June 18, 2019, as amended pursuant to that certain First Amendment dated as of November 13, 2019 (as amended, the "Agreement"). Except as otherwise defined in this Second Amendment, capitalized terms used in this Second Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Signage Project pursuant to the Agreement, and the parties now desire to amend the Agreement to extend the Negotiation Period for an additional six (6) months.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and OFI hereby amend the Agreement as follows:

AMENDMENT

1. Pursuant to Section 1.1 of the Agreement, the Negotiation Period is hereby extended without interruption for a period of six (6) months, commencing June 16, 2020 and expiring December 16, 2020.

2. Except as specifically modified by this Second Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

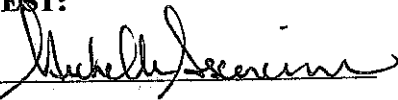
CITY OF OXNARD

By: 

Name: Alexander Nguyen

Title: City Manager

ATTEST:

By: 

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By: 
Stephen Fischer, City Attorney

OUTFRONT FOSTER INTERSTATE LLC

By: 
John B. Foster, Manager

By: 

Name: Collin Smith

Title: VP - Real Estate / Outfront

FIRST AMENDMENT
TO
EXCLUSIVE NEGOTIATING AGREEMENT

This FIRST AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT ("First Amendment") is made and entered into as of November 13, 2019 by and between the CITY OF OXNARD ("City") and OUTFRONT FOSTER INTERSTATE LLC, a Delaware limited liability company ("OFI"), who agree as follows:

RECITALS

A. City and OFI are the parties to that certain Exclusive Negotiating Agreement dated as of June 18, 2019 (as amended, the "Agreement"). Except as otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the same meanings given in the Agreement.

B. The parties have diligently pursued the Signage Project pursuant to the Agreement, and the parties now desire to amend the Agreement to extend the Negotiation Period for six (6) months.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and OFI hereby amend the Agreement as follows:

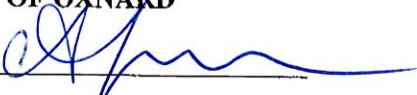
AMENDMENT

1. Pursuant to Section 1.1 of the Agreement, the Negotiation Period is hereby extended without interruption for a period of six (6) months, commencing December 17, 2019 and expiring June 16, 2020.

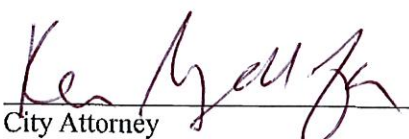
2. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

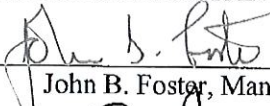
CITY OF OXNARD


By: 
Name: Alexander Nguyen
Title: City Manager

APPROVED AS TO FORM AND LEGALITY

By: 
City Attorney

OUTFRONT FOSTER INTERSTATE LLC

By: 
John B. Foster, Manager

By: 
Name: Collin Smith
~~VP of Real Estate~~
Title: West/Mountain Plains

**CITY OF OXNARD
EXCLUSIVE NEGOTIATING AGREEMENT**

This Exclusive Negotiating Agreement (the "Agreement") is made and entered into as of this 18th day of June, 2019, by and between the CITY OF OXNARD (hereafter alternately, "City of Oxnard" or the "City") and OUTFRONT FOSTER INTERSTATE LLC, a Delaware limited liability company ("OFI"). The City and OFI may individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The City and OFI desire to discuss a potential project (the "Signage Project" or the "Project") pursuant to which OFI shall cause to be designed, constructed and operated two double-sided digital general outdoor advertising sign displays on City owned or controlled property, including City rights-of-way, at the sites described on Exhibit A attached hereto (as such sites may be modified, supplemented, or replaced by agreement of the Parties, each a "Project Site" and together, the "Project Sites"), all on terms and conditions to be negotiated by the Parties.

B. The City desires to explore the feasibility of the Signage Project with OFI because the City believes that the Project presents an opportunity for the City to obtain significant revenue through the sale of advertising on the advertising signs OFI proposes to erect at the Project Sites.

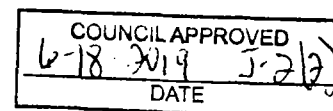
C. In furtherance of pursuing the Project, the City and OFI desire to enter into this Agreement to provide for an exclusive negotiating period on the terms and conditions set forth herein.

NOW THEREFORE, in recognition of the time, effort, expenses and costs to be borne by OFI in connection with this Agreement relating to the Signage Project, the City and OFI, for good and valuable consideration had and received, and in further consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Negotiations.

1.1 Length of Negotiation Period. The feasibility study and negotiations of the Parties shall continue for a six (6) month period commencing on the date of this Agreement ("Negotiation Period"). At the sole discretion of the City Manager, this Agreement may be extended for up to two (2) additional six (6) month terms if the Signage Project is being diligently pursued by the parties. The Negotiation Period may be terminated earlier pursuant to the provisions of **Section 4** of this Agreement.

1.2 Purpose. The purpose of this Agreement is to enable the City and OFI to have an exclusive opportunity for a limited duration to determine the feasibility of the Signage Project. The exclusive Negotiating Period is intended to provide OFI with sufficient time to (i) demonstrate the developmental and operational feasibility of the Signage Project concept; (ii)



demonstrate the capacity of OFI to successfully undertake and bring the Project to completion; and (iii) afford OFI the exclusive opportunity to negotiate the terms of a definitive agreement with the City with respect to the Project (the "Project Agreement").

1.3 Good Faith Negotiations. The City and OFI shall negotiate diligently and in good faith during the Negotiation Period in an effort to reach mutual agreement on a Project Agreement that would govern the terms and conditions for the development and lease of selected sites by OFI. Negotiations regarding the Project Agreement will commence after mutual execution of this Agreement and shall continue until the earlier of (i) execution of a mutually-acceptable Project Agreement; (ii) termination of this Agreement pursuant to **Section 4**; or (iii) expiration of the Negotiation Period (as such period may be extended pursuant to this Agreement).

1.4 Exclusive Negotiations. Except as otherwise indicated below, the City shall not entertain discussions or enter into any negotiations with any third party regarding the Project Sites other than OFI during the Negotiation Period. Nor shall the City solicit offers or development proposals for the Project Sites, or portions thereof, from any third party or authorize any third party to take any action that the City is prohibited from taking during the Negotiation Period. To the extent allowed by law, the City and OFI shall maintain in strict confidence the contents of their negotiations and discussions, and any and all documents, materials, and information provided by one Party to the other Party marked or otherwise designated as confidential. The Parties acknowledge that this Agreement is a public document. If City receives a Public Records Act request for the documents, materials and information provided by OFI to the City, the City shall provide OFI with timely notice of the request prior to the disclosure of any documents or materials to give OFI an opportunity to legally challenge any disclosure of the responsive documents and materials. Notwithstanding the foregoing, this Agreement shall not prohibit or restrict the City from continuing its ongoing negotiations with Clear Channel Outdoor with respect to upgrading and operating existing outdoor advertising sign(s) and/or developing, constructing, and operating new outdoor advertising sign(s), so long as such signs are or will be located at sites separate and distinct from the Project Sites, and will not conflict with or obstruct the Project.

2. Good Faith Deposit. In consideration for the City entering into this Agreement, OFI shall pay the City a Good Faith Deposit of Five Thousand Dollars (\$5,000) upon execution of this Agreement. Payment of the Good Faith Deposit shall be in the form of a check delivered to the City within sixty (60) days from the date of this Agreement. In consideration of the time and effort that City staff will expend as part of the negotiations of the Signage Project, the Good Faith Deposit shall become nonrefundable ninety (90) days from the date of this Agreement unless this Agreement is terminated pursuant to **Section 4** before that date.

3. Effect of Negotiations. OFI acknowledges and agrees that any activity on the locations proposed in the feasibility analysis undertaken by OFI pursuant to this Agreement or proposed in any submissions to the City under this Agreement, shall not be implemented unless the Project Agreement for the Signage Project has been executed pursuant to the approval of the City.

4. Breach and Termination.

4.1 **Time is of the Essence.** Time is of the essence in this Agreement.

4.2 **Notice of Breach.** In the event that either Party fails to perform all of that Party's obligations pursuant to the terms and conditions of this Agreement, the non-defaulting Party shall promptly give the defaulting Party notice of such default, and of the non-defaulting Party's intention to terminate this Agreement. The defaulting Party shall have a period of ten (10) business days from the receipt of such written notice from the non-defaulting Party to the defaulting Party within which to cure any other default thereunder which is capable of being cured by the defaulting Party; provided, however, that with respect to any default capable of being cured by the defaulting Party but which cannot be cured within such ten (10) business days, the default shall not be deemed to be uncured if the defaulting Party commences to cure within said ten (10) business days and diligently prosecutes the cure.

4.3 **Termination Upon OFI Default.** If either Party fails to cure any default during the cure period described in Section 4.2, this Agreement may be terminated upon written notice of termination from the non-defaulting Party, following which neither Party shall have any further rights or obligations hereunder except as set forth in Section 4.4, below.

4.4 **Rights Upon Termination.** Upon termination of this Agreement for any reason, neither party shall have any further rights or obligations hereunder except (i) the City shall promptly return to OFI all confidential information submitted by OFI to the City; (ii) each Party shall be entitled to recover reasonable damages as it may sustain from a breach by the other Party of the confidentiality provisions of Sections 1.4 and this Section 4.4.

4.5 **Extension of Time to Complete Legal Requirements.** In the event that OFI has fully performed under the terms and conditions of this Agreement in a timely manner, the City will extend the Negotiation Period by the amount reasonably necessary to complete the Project Agreement, or negotiation thereof, and give public notice of consideration of adoption of the Project Agreement pursuant to applicable law.

5. **Non-Discrimination.** OFI and the City agree that there shall be no discrimination against, or segregation of any person, or group of persons, on account of sex, race, color, age, marital status, religion, disability, creed, national origin, ancestry or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Sites nor shall OFI establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees of the site locations.

6. **Access and Information.** OFI and its agents or representatives shall have the right to enter upon the Project Sites at any reasonable time during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Signage Project including, without limitation, verification of information, and conducting investigations, tests and studies. Upon OFI's request, the City shall promptly furnish to OFI all material information within its possession or control concerning the Project Sites, including without

limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Project Sites.

OFI shall indemnify, defend and hold the City harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City may incur or be required to pay by reason of OFI's entry onto the Project Sites and activities conducted thereon by OFI or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except that OFI shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity acting on behalf or under the authority of the City. Notwithstanding any other provision of this Agreement, OFI shall have no liability to the City or any other party by reason of, nor shall OFI have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Project Sites.

7. Survival. The provisions of **Section 1.4** regarding confidentiality of information and of **Section 4.4** shall survive the expiration, termination or cancellation of this Agreement for a period of two (2) years.

8. Applicable Law; Jurisdiction and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. Jurisdiction and venue for any action to enforce or interpret any provision of this Agreement, or with respect to any claim arising out of the subject matter of this Agreement, however styled, shall be in the Superior Court for the County of Ventura, California.

9. Notices. Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered, on the day delivered; (ii) if sent by a nationally recognized overnight courier, on the day after it is sent; (iii) if sent by telephone facsimile transmission (with prompt oral confirmation of receipt), on the day of confirmation, provided the notice is deposited for delivery with a recognized overnight courier for next day delivery; or (iv) if deposited with the United States Postal Service, regular or certified mail, with postage and fees prepaid, on the seventh (7th) day after it is sent (or to such other address and facsimile number that the Parties hereto shall designate) as follows:

If to the City:

City of Oxnard
300 West Third Street, 4th Floor
Oxnard, CA 93030
Attn: City Manager
Fax: (805) -385-7595

With a copy to:

City of Oxnard
305 West Third Street, Suite 100E
Oxnard, CA 93030
Attn: City Attorney

If to OFI:

Outfront Foster Interstate LLC
1111 Broadway, Suite 1515
Oakland, CA 94607
Attn: John B. Foster, President
Fax: (415) 832-7080

With copies to:

Outfront Media LLC
405 Lexington Avenue, 17th Floor
New York, NY 10174
Attn: General Counsel

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
Attn: Matthew E. Dambrov
Fax: (510) 834-1928

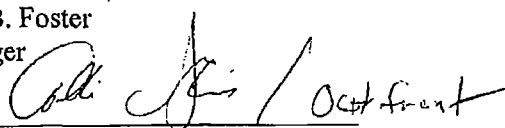
IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

OUTFRONT FOSTER INTERSTATE LLC

By: 

John B. Foster

Title: Manager

By: 

Print Name: Collin Smith

~~Vp of Real Estate~~

Title: West Mountain Plains

CITY OF OXNARD

By:

Tim Feyn 6/18/19

ATTEST

By:

Michelle Ascencion
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

By:

Stephen Fischer
Stephen Fischer, City Attorney 6/17/19

EXHIBIT A
PROJECT SITES

APN 132-003-301, 132-031-106 and 132-031-107 (RiverPark Boulevard near Vineyard Avenue) and City-owned property and right-of-way on the north side of U.S. Highway 101 between the Santa Clara River and Rose Avenue.

Amendment to add additional time to Exclusive Negotiation Agreements (ENA) for potential digital billboard sites on City-owned property and rights-of-way along U.S. Highway 101

Housing and Economic Development Committee
November 10, 2020

Ashley Golden, Assistant City Manager



Background

2

- On May 7, 2019, the City Council met with its real property negotiators in closed session regarding proposed billboard locations.
- On June 19, 2019, Council authorized two ENAs; one with Outfront and one with Clear Channel.
- The ENAs:
 - Allowed for an initial six-month period & up to two additional six-months terms.
 - Covered specified potential locations along U.S. Highway 101 within the City's corporate boundaries.
 - Required each billboard operator to deposit \$5,000.

Potential Locations for Outfront Foster

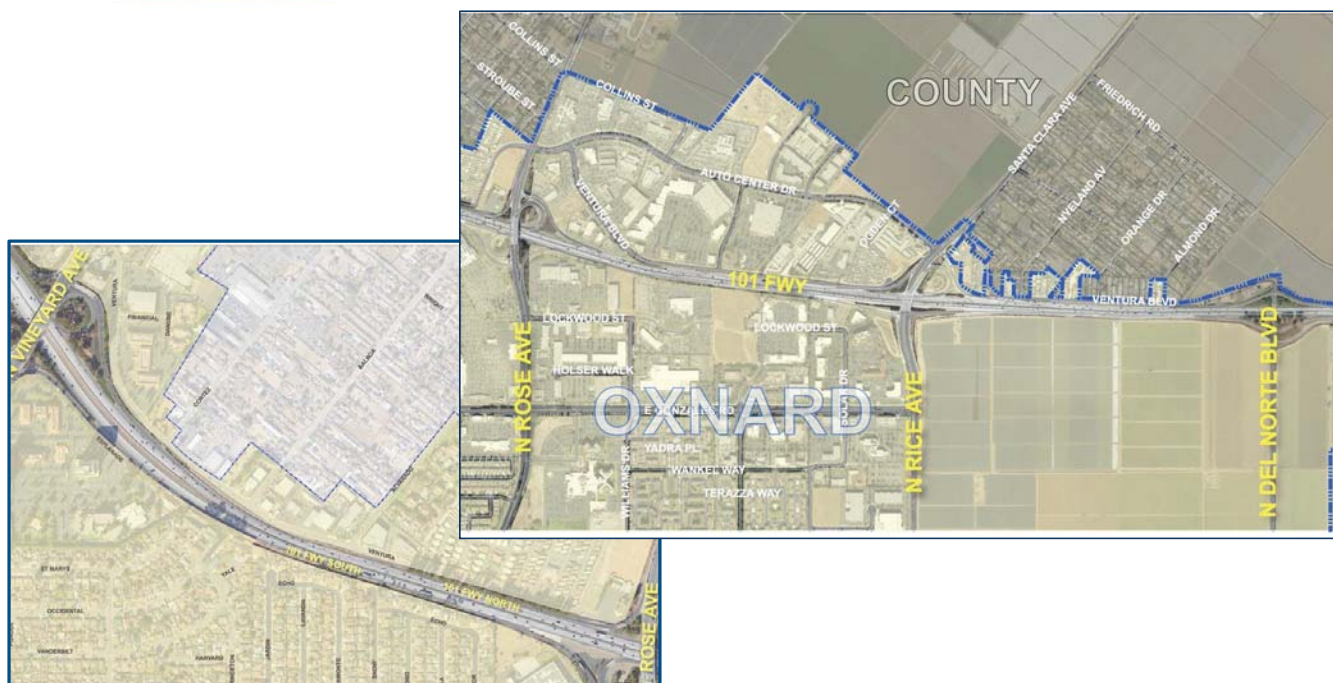


Potential Locations for Outfront Foster



Potential Locations for Clear Channel

5



Project Timelines

6

- July 2019 - March 2020 - Negotiated deal points with City staff for Development Agreements.
- March 2020 - Closed Session with City Council.
- May 26, 2020 - Planning provided Outfront submittal requirements.
- June 17, 2020 - Planning provided CCO submittal requirements.
- September 2020 - Planning provided Outfront and CCO processing overview and timeline.
- October 19, 2020 - Outfront submitted application materials for two proposed sign locations.

Approval Process

7

- Once permits are submitted and reviewed by Planning:
 - The Planning Commission would consider and provide recommendations on the Zoning Code and Specific Plan amendments and Development Agreements to allow for the billboards.
 - The Planning Commission would provide a preliminary decision on the Special Use Permits for the specific sign locations, subject to City Council final action.
 - City Council would then consider the amendments and agreements.
 - The billboard operator would then be required to obtain required state permits for each billboard site and obtain necessary building permits for the construction of each billboard structure.

Amendment Request

8

That Council amend each ENA to:

- Provide an additional six months (until June 2021); and
- Authorize the City Manager to extend up to two additional six-months terms if the project is being diligently pursued by the parties.

Recommendation

9

That the Housing and Economic Development Committee recommend that the City Council authorize the Mayor to Execute a Third Amendment to Exclusive Negotiation Agreements:

1. Between City of Oxnard and Clear Channel Outdoor, LLC regarding potential digital billboard sites on the north side of U.S. Highway 101 between Rose Avenue and Del Norte Boulevard and the south side of U.S. Highway 101 between Vineyard Avenue and Rice Avenue; and
2. Between City of Oxnard and Outfront Foster Interstate, LLC regarding potential digital billboard sites adjacent to RiverPark Boulevard near Vineyard Avenue (APNs 132-003-301, 132-031-106 and 132-031-107) and City-owned property and right-of-way on the north side of U.S. Highway 101 between the Santa Clara River and Rose Avenue.



Questions?



**HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.3**

DATE: November 10, 2020

TO: Housing and Economic Development Committee

FROM: Jeff Pengilley, Interim Community Development Director, (805) 385-8208,
jeff.pengilley@oxnard.org

SUBJECT: Safe Homes, Safe Families Repeat Offender Program Status Report. (10/5/5)

RECOMMENDATION

That the Housing and Economic Development Committee receive a status report on the Safe Homes, Safe Families (SHSF) repeat offender program.

BACKGROUND

On July 24, 2018, the City Council adopted the Safe Homes Safe Families (SHSF) Repeat Offender Program Ordinance, Tenant Relocation Assistance Ordinance, Substandard and Improper Occupancy Conditions Ordinance, Inspection Fees and increased fine amounts. The Program ordinances provide for doubling citation fine for violations at properties enrolled in the program. For example, normal citations of \$100 will be increased to \$200. Another tool City Council approved is a Citywide ordinance for improper occupancies and substandard conditions, which were created by codifying California Health and Safety Code regulations regarding buildings used for human habitation, substandard conditions defined as substandard (H&S 17920.3). Both ordinances have increased fine amounts of \$250 for the first violation, \$500 for the second violation within twelve months, and \$1,000 for subsequent violations within twelve months. Lastly, a tenant relocation assistance ordinance was adopted. If the owner fails to provide the required relocation funding, the city can provide tenant relocation assistance. If the city provides the funds, the owner is liable for repayment up to one and a half times the assistance amount.

The Safe Homes Safe Families Repeat Offender Program (the "Program") focuses on responsible persons who maintain repeated violations regarding substandard housing conditions. Registration into the Program is required if any of the following conditions are met:

1. Three or more separate confirmed code enforcement violations for conditions that are dangerous or impair habitability *at the same property* within a consecutive three year period; or
2. Three or more separate confirmed code enforcement violations for conditions that are dangerous or impair habitability *at different properties owned by the same responsible person*; or
3. A confirmed code enforcement violation for any condition that is dangerous or impairs habitability is issued at the property, and the violation remains unresolved for at least three years.

Once enrolled, a mandatory meeting is held with the property owner, who receives program information, tenant

rights, and tenant relocation information. The information is printed in both English and Spanish. Tenants are provided the same informational documents. After the mandatory meeting, a property inspection will be conducted, which the owner pays an inspection fee for. The owners can be removed from the program if they successfully pass two consecutive yearly inspections. If extensive violations are found at one property, all properties owned by the same person may be subject to inclusion into the program.

Current Program Status

The program was approved with the following resources: a Code Compliance Inspector, an Administrative Technician in Code Compliance, a Paralegal, a Deputy City Attorney, and a vehicle. The program was fully staff in approximately July 2019.

The SHSF staff created procedures, notices, information sheets, and processes for analyzing case histories for eligibility into the program. The program was implemented at the beginning of FY 19-20. Initial meetings and inspections began in July 2019.

A breakdown of the program participation is as follows:

- 11 single family homes and 1,113 units from multi-unit properties met the criteria of three or more separate confirmed code enforcement violations *at the same property* within a consecutive three year period or three or more separate confirmed code enforcement violations *at different properties owned by the same responsible person*.
- 10 single family properties met the criteria of a confirmed code enforcement violation for any condition that is dangerous or impairs habitability issued at the property, and the violation remains unresolved for at least three years.

In summary:

- A combined 1,134 residential units owned by 26 separate entities were enrolled into the program.
- Using the inspection criteria of inspecting all units with prior violations, and a random sampling of not more than 10% of remaining units at the multi-unit properties, 153 units were inspected.
- A total of 14 units did not pass (8 single family homes and 6 multi-unit properties).
- The 14 units will continue in the program until they have 2 consecutive passing inspections.

The Safe Homes Safe Families Repeat Offender Program remains an active program in the City of Oxnard; however the COVID-19 pandemic has impacted on our ability to meet with property owners in person and conduct complete interior inspections as required by the ordinance. The inability to have meetings and interior inspections did not heavily impact the FY 19-20 workload, but it is greatly impacting the FY 20-21 workload.

Of the 1,134 residential units brought into the program during the FY 19-20, all but one (1) of the required one on one meetings and all but eleven (11) units on four (4) properties were inspected prior to the COVID pandemic. The yearly recheck inspections are not due for several more months, so those inspections have not been delayed, but staff does expect the rechecks to be delayed.

For the 157 additional residential units being brought into the program for the FY 20-21, the required initial one-on-one meetings have not been able to occur at this time due to COVID restrictions. The notifications and meeting requests will be sent out as soon as restrictions are lifted. We are also exploring ways to conduct these meetings virtually if possible, but even if we overcome that hurdle, we will not be able to conduct the unit

inspections.

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 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

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

FINANCIAL IMPACT

The budget associated with the program is primarily for salaries (Deputy City Attorney, Paralegal (Vacant Position eliminated in FY 21 Adopted Budget), Code Compliance Inspector, and Administrative Technician), to administer the program and a one-time purchase of a vehicle.

- The FY 18-19 Measure O Adopted budget was \$330,137 (Project MO4301). Additionally, the FY 18-19 budget included \$50,000 in Measure O funding for the Tenant Relocation Assistance program costs (MO4302). FY18-19 Actual Expenditures total \$164,376 (all to project MO4301; \$0 expenditures in project MO4302).
- The FY 19-20 Measure O Adopted budget was \$411,524 (Project MO4301) plus the Tenant Relocation rollover of \$50,000 (Project MO4302). FY19-20 Actual Expenditures total \$364,956 (all to project MO4301; \$0 expenditures in project MO4302).
- The FY 20-21 revised budget is \$280,670 (change from adopted budget of \$287,184 due to approved employee givebacks) plus the Tenant Relocation Assistance of \$50,000. The reduced budget compared to prior years is primarily due to the FY 21 elimination of the vacant Paralegal position and the reallocation of the Deputy City Attorney's staff time and costs that are devoted to the Safe Homes Safe Families program. The Tenant Relocation Assistance amount is proposed to be reduced to \$20,000.

Revenue associated with the program is tied to inspection fees (hourly rates depending on the number of units inspected) and citations. In FY 19-20 the city collected \$7,416 of the \$9,702 billed (76%) for inspections. No citations with increased fines were issued to subjects in the program. Projected revenue for FY 20-21 is estimated to be \$9,702.

Prepared by: Roger Brooks, Code Compliance Manager

ATTACHMENTS

1. 11.10.20 HEDC - SHSF Status Report Presentation

Safe Homes Safe Families Report



Roger Brooks, Code Compliance Manager
 Jeff Pengilley, Interim Community Development Director
 Community Development Department

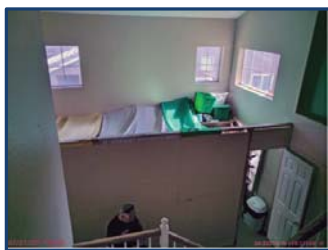
Housing and Economic Development Committee
 November 10, 2020



Background

July 24, 2018 - City Council adopted the Safe Homes Safe Families Repeat Offender Program Ordinance, Tenant Relocation Ordinance, Substandard and Improper Occupancies Ordinance, and Inspection Fees.

The ordinances apply to dwelling units with any of the following conditions:



- Three or more separate confirmed code enforcement violations for conditions that are dangerous or impair habitability at the same property within a consecutive three year period; or
- Three or more separate confirmed code enforcement violations for conditions that are dangerous or impair habitability at different properties owned by the same responsible person; or
- A confirmed code enforcement violation for any condition that is dangerous or impairs habitability is issued at the property, and the violation remains unresolved for at least three years.

Safe Homes Safe Families Program Ordinances

3

Ordinances No. 2945 & 2947 provide for doubling citation fine for violations at properties enrolled in the program and identify improper occupancies and substandard conditions.

Both ordinances have increased fine amounts

- First Violation - \$250
- Second Violation - \$500
- Subsequent Violations - \$1,000

Tenant relocation assistance ordinance was adopted.

- If the owner fails to provide the required relocation funding, the city can provide tenant relocation assistance.
- If the city provides the funds, the owner is liable for repayment up to one and a half times the amount.

Safe Homes Safe Families - The Program Process

4

1. Registration

Owners notified they will be placed in the Program

1. Right to Appeal

Owners are allowed to appeal.

1. Mandatory Meeting

Owners receive written program information

1. Removal from the Program

Mandatory yearly inspections

Must pass 2 consecutive yearly inspections

Program Resources

The Program was approved with the following resources:

- Code Compliance Inspector
- Administrative Technician in Code Compliance
- Paralegal
- Deputy City Attorney
- Vehicle

Implemented at the beginning of fiscal year 2019-2020

- Initial meetings and inspections began in July 2019.

Status of the Program



21 Single-Family Homes

+



1,113 Multi-Family Units

21 single family homes + 1,113 units from multi-unit properties met the criteria for repeated violations.



1,134 Residential Units



26 Separate Entities

1,134 residential units owned by 26 separate entities were enrolled into the program.

Status of the Program (Continued)

COVID-19 pandemic impacted ability to meet with property owners in person and conduct complete required interior inspections.

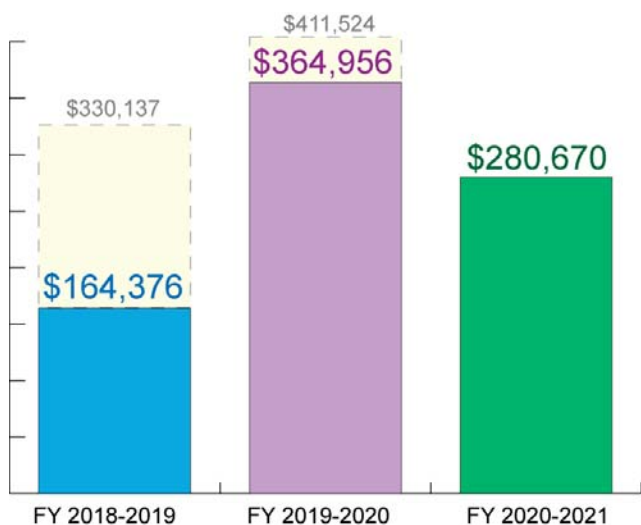
For FY 19-20:

- One (1) of the required 1-on-1 meetings remains pending.
- 11 units on 4 properties remain to be inspected.
- Recheck inspections scheduled to occur in 2021, so not yet delayed.

For FY 20-21

- 157 residential units to be entered into the program.
- In person meetings and inspections on hold.

Financial Impact



Budget is primarily for program administration.

- FY18-19 Actual Expenditures total \$164,376.
- FY19-20 Actual Expenditures total \$364,956.
- FY 20-21 revised budget is \$280,670 plus the Tenant Relocation Assistance of \$50,000.
 - *Vacant Paralegal position eliminated and Deputy City Attorney time and costs re-allocated to reduce the budget.*
 - *Tenant Relocation Assistance amount is proposed to be reduced to \$20,000*

Revenue associated with the program is tied to inspection fees and citations.

- FY 19-20 the city collected \$7,416 of the \$9,702 billed (76%).
- No citations with increased fines were issued to subjects in the program.
- Projected revenue for FY 20-21 is estimated to be \$9,702.

Recommendation

That the Housing and Economic Development Committee receive a status report on the Safe Homes, Safe Families repeat offender program.



Discussion