

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.



AMENDED AGENDA (ITEMS I.2 & N.1 ADDED)

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
March 30, 2021

Closed Session - 4:30 PM - REVISED

Regular Meeting - 6:00 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.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities 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](https://www.youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

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 meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time. 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.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))

Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

Legislative Body: City Council

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Presentation / Council Discussion / Public Comment)

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))

Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. PRESENTATION

1. City Manager Department

SUBJECT: Special Presentation by the County of Ventura District Attorney's Office, Erik Nasarenko.

RECOMMENDATION: That the City Council receive and file an update from Erik Nasarenko, District Attorney for the County of Ventura.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating March 31, 2021 as "Cesar E. Chavez Day."

2. SUBJECT: Presentation of a Commendation to Graciela Casillas, World Champion Athlete.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty 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. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's Commissions and Committees.
(0/10/10)

RECOMMENDATION: That the Mayor, with the concurrence of the City Council, make the following appointments:

1. To Community Relations Commission: Angel Garcia (D6);
2. To Parks and Recreation and Community Services Commission: Angela Whitecomb (D4);
3. To Planning Commission: Katherine Connelly (D6); and
4. To Downtown Design Review Committee: Arthur Valenzuela, Jr. (City at large).

(This item did not originate in Committee) Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IsRSB82pEwY>

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

2. City Manager Department

SUBJECT: Request of Councilmembers Perello and Teran: Consider Adoption of a Resolution Condemning Racism, Xenophobia, Violence, and Hate Crimes Against Asian Americans and Pacific Islanders.

RECOMMENDATION: That the City Council consider the adoption of a resolution condemning racism, xenophobia, violence, and hate crimes against Asian Americans and Pacific Islanders. (This item did not originate in Committee)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA**1. Fire Department**

SUBJECT: Purchase Order with McKesson Medical-Surgical for Personal Protective Equipment.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with McKesson for medical and sanitation supplies in the amount of \$250,000 for a one year term.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7708

2. Fire Department

SUBJECT: Affiliation Agreement with The Regents of the University of California for a Prehospital Care Program at No Cost for a Five Year Term.

RECOMMENDATION: That the City Council authorize the Mayor to enter an agreement with The Regents of the University of California for a Prehospital Care Paramedic Program at no cost for a five year term.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7708

3. Fire Department

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue.

RECOMMENDATION: That the City Council amend the FY 2020-21 Budget to recognize \$960,865 of General Fund revenue from wildland fire reimbursement, and appropriate \$431,532 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire vehicles needed for mutual aid response to wildland fire events.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7708

4. Fire Department

SUBJECT: Submission of FY2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application.

RECOMMENDATION: That the City Council adopts a resolution:

1. Ratifying the submission of a grant application for the Federal Emergency Management Agency (FEMA) FY2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$1,058,013 to be used for the hiring of three additional firefighters, no local match is required;
2. That authorizes the City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2021-2022 for the use of grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7708

M. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Agreements and Funding for the Homeless Solutions Center (HSC) at 241 West Second Street. (0/20/20)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to adopt a resolution authorizing the Mayor to execute a Development and Disposition Agreement by and between Housing Trust Fund Ventura County, Community Development Partners Developers, LLC, and the City of Oxnard, and further authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Donation Agreement by and between Housing Trust Fund Ventura County and the City of Oxnard, Agreement Containing Covenants, and Entering into a Loan Agreement with CDP Developers, LLC for the construction of the Homeless Solutions Center at 241 West Second Street and other matters pertaining thereto; and

2. Authorize the Mayor to execute a Memorandum of Understanding by and between the City of Oxnard and the County of Ventura regarding the financial sharing arrangement for the development and operation of the permanent year-round shelter to be located on the ground floor of the Homeless Solutions Center; and

3. Approve a budget appropriation of \$1,500,000 to provide CDP Developers LLC with a gap-financing loan for the development of the Homeless Solution Center from the Low-and-Moderate Income Housing Fund of the former redevelopment agency; and

4. Approve a budget appropriation of \$94,000 for personnel expenses to pay for City staff time to carry out and administer eligible Low-and-Moderate Income Housing asset fund activities from the Low- and Moderate-Income Housing Asset Fund of the former redevelopment agency, which will allow staff to monitor, provide loan-servicing, and oversight of the Homeless Solutions Center's PSH units and loan agreement as well as provide the same services for other existing projects that were previously funded with the use of Low-and-Moderate Income Housing Asset Funds, but for which no budget was previously allocated for this purpose.

(Housing and Economic Development Committee (HEDC) recommended the Exclusive Negotiating Agreement to the City Council with a 3-0 vote. City Council approved with a 7-0 vote. On September 22, 2020 HEDC members each stated their preference to move forward with the entitlement process (DDR and SUP), followed by Council consideration of the DDA and memorandum of understanding (MOU) with the County for funding. No formal action was required.)

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

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

N. REPORTS

1. Public Works Department

SUBJECT: Request of Mayor Zaragoza: Appropriation of Funds for Park Maintenance. (0/10/15)

RECOMMENDATION: That the City Council approve and authorize the City Manager to appropriate funds for park maintenance in the amount of \$300,000 from the available fund balance in the General Fund (101).

(Finance and Governance Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/TF6ImUUbdhE>

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

2. Community Development Department

SUBJECT: Update on the Preparation of the Climate Action and Adaptation Plan. (0/5/10)

RECOMMENDATION: That the City Council receive an update on work to prepare and engage the community in the preparation of the City's Climate Action and Adaptation Plan (CAAP).

(This item did not originate in Committee.)

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

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7868

3. Community Development Department

SUBJECT: City of Oxnard 2020 General Plan Annual Progress Report. (0/5/5)

RECOMMENDATION: That the City Council receive and file the City of Oxnard 2020 General Plan and Housing Element Annual Progress Report.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/kPpDtXa9uTk>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7868

4. Public Works Department

SUBJECT: Award Agreement for Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8313 with American Restore, Inc. for \$1,084,053.14 for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802);
2. Approve a Project contingency amount of \$108,405 for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802);
3. Approve a Project allocation of \$54,202 for engineering, inspection, survey and project management for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802); and
4. Approve a budget appropriation in the amount of \$150,941 from the available fund balance in the Solid Waste Operating Fund (631).

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

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

O. ADJOURNMENT



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

DATE: March 30, 2021

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Appointment of Members to Serve on the City's Commissions and Committees. (0/10/10)

RECOMMENDATION

That the Mayor, with the concurrence of the City Council, make the following appointments:

1. To Community Relations Commission: Angel Garcia (D6);
2. To Parks and Recreation and Community Services Commission: Angela Whitecomb (D4);
3. To Planning Commission: Katherine Connelly (D6); and
4. To Downtown Design Review Committee: Arthur Valenzuela, Jr. (City at large).

(This item did not originate in Committee) Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/IsRSB82pEwY>

BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment. The Downtown Design Review Committee is not a CAG, but its establishing ordinance in City Code section 16-145 has similar language, except that this Board consists of five (rather than seven) members appointed by the Council as a whole.

DISCUSSION

The following are some of the City's commissions and committees:

1. Community Relations Commission (CRC)

The CRC's powers and duties relate to analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit. The CRC promotes mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices. The CRC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Lopez nominates Angel Garcia to represent D6, who has passed the City's formal background check procedures.

2. Parks and Recreation and Community Services Commission (PRCSC)

The PRCSC is concerned with all matters pertaining to the parks, recreation and community services activities in the City. The PRCSC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this

purpose, Mayor Pro Tem MacDonald nominates Angela Whitecomb to represent D4, who previously passed the City's formal background check procedures.

3. Planning Commission

The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilmember Lopez nominates Katherine Connelly to represent D6, who has passed the City's formal background check procedures.

4. Downtown Design Review Committee (DDRC)

The DDRC is charged with reviewing applications for exterior changes to buildings and property in the Central Business District zone. The DDRC is composed of five members at large, who are over the age of 18 and do not need to be residents of the City of Oxnard. One member shall be a licensed architect and one member shall own a business or property in the Central Business District zone. For this purpose, the Council nominates Arthur Valenzuela, Jr., who has passed the City's formal background check procedures.

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Appointment of Members to Serve on the City's Commissions and Committees -- presentation

Appointment of Members to Serve on the City's Commissions and Committees

City Council

March 30, 2021

Shiri Klima, Deputy City Manager



That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Angel Garcia (D6);
2. To Parks and Recreation and Community Services Commission: Angela Whitecomb (D4);
3. To Planning Commission: Katherine Connelly (D6); and
4. To Downtown Design Review Committee: Arthur Valenzuela.

COMMUNITY RELATIONS COMMISSION

Function	• Analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit • Promoting mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices
Requirements	7 members must reside in City and be over age 18
Nomination	Councilmember Lopez nominates Angel Garcia

PARKS AND RECREATION AND COMMUNITY SERVICES COMMISSION

Function	Is concerned with all matters pertaining to the parks, recreation and community services activities in the City
Requirements	7 members must reside in City and be over age 18
Nomination	Mayor Pro Tem MacDonald nominates Angela Whitecomb

PLANNING COMMISSION

Function	• Preparing, reviewing and revising General Plan • Implementing General Plan through various specific plans, zoning and subdivision ordinances • Promoting coordination of local plans and programs with the plans and programs of other public agencies • Annually reviewing City's capital improvement program for consistency with General Plan • Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned
Requirements	7 members must reside in City and be over age 18
Nomination	Councilmember Lopez nominates Katherine Connelly

DOWNTOWN DESIGN REVIEW COMMITTEE

Function	Reviewing applications for exterior changes to buildings and property in the Central Business District zone
Requirements	5 members must reside in City and be over age 18
Nomination	Council nominates Arthur Valenzuela

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Angel Garcia (D6);
2. To Parks and Recreation and Community Services Commission: Angela Whitecomb (D4);
3. To Planning Commission: Katherine Connelly (D6); and
4. To Downtown Design Review Committee: Arthur Valenzuela.





CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE
REPORTS
AGENDA ITEM NO. 1.2

DATE: March 30, 2021

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Request of Councilmembers Perello and Teran: Consider Adoption of a Resolution Condemning Racism, Xenophobia, Violence, and Hate Crimes Against Asian Americans and Pacific Islanders.

RECOMMENDATION

That the City Council consider the adoption of a resolution condemning racism, xenophobia, violence, and hate crimes against Asian Americans and Pacific Islanders.
(This item did not originate in Committee)

BACKGROUND

Councilmembers Perello and Teran asked that an item be scheduled for City Council discussion regarding the adoption of a resolution condemning racism, xenophobia, violence, and hate crimes against Asian Americans and Pacific Islanders.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. AAPI Support Resolution (1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONDEMNING RACISM, XENOPHOBIA, VIOLENCE, AND
HATE CRIMES AGAINST ASIAN AMERICANS AND PACIFIC ISLANDERS (AAPI)

WHEREAS, the City of Oxnard supports inclusion and belonging for people of all races, genders, national origins, and ethnicities; and

WHEREAS, since the beginning of the COVID-19 pandemic, across the nation, inflammatory and xenophobic rhetoric has put AAPI persons, families, communities, and businesses at risk; and

WHEREAS, such statements have promoted unfounded fears and perpetuated stigma, which have contributed to increasing rates of bullying, harassment, violence, hate crimes and killings against AAPI persons; and

WHEREAS, women and elderly AAPI persons have been especially targeted in racially-motivated violent attacks causing great bodily harm or death; and

WHEREAS, despite these increasing acts of violence, Asian American Pacific Islanders have provided undeniably crucial contributions to the history of our nation; and

WHEREAS, numerous individuals of AAPI descent have positively contributed to the history of the City of Oxnard; and

WHEREAS, the City of Oxnard should condemn and combat racism, xenophobia, violence, and hate crimes against AAPI persons and ensure that all persons are treated with dignity, equity, and respect - no matter their race, ethnicity, primary language, country of origin, religious beliefs, gender or background.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Oxnard, that the City of Oxnard hereby condemns racism, xenophobia, violence, and hate crimes against Asian Americans and Pacific Islanders; will continue to accept the responsibility to prevent racism, xenophobia, violence, and hate crimes against anyone in the City of Oxnard; and calls upon all residents, city staff, and community groups to assist in and support the furtherance of these objectives and this Resolution.

PASSED AND ADOPTED this 30th day of March, 2021 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1**

DATE: March 30, 2021

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Purchase Order with McKesson Medical-Surgical for Personal Protective Equipment.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Purchase Order with McKesson for medical and sanitation supplies in the amount of \$250,000 for a one year term.
(This item did not originate in Committee.)

BACKGROUND

The Fire Department provides basic life support and advanced life support services to the City of Oxnard. In 2020, the Department responded to 23,450 medical emergency calls for service. The medical and sanitation supplies required for medical response are purchased from McKesson Medical-Surgical.

In March of 2020 an immediate response to Covid-19 was required by the City of Oxnard to protect the employees and residents. Masks, gowns, hand sanitizer, peroxide wipes and other supplies were in great demand. The Fire Department took the lead on ordering safety supplies for all City Departments using their existing McKesson Medical-Surgical Purchase Order, ensuring delivery of quality supplies at pre-pandemic negotiated prices. The pandemic response increased the supply order from this vendor by over \$100,000 compared to the prior fiscal year. The Fire Department has continued supply needs for medical and pandemic response that require the purchase order to be increased to a not to exceed amount of \$250,000.

DISCUSSION

McKesson Medical-Surgical offers cooperative agreement pricing through Sourcewell Contract 061417-MML (expires July 25, 2021). The vendor has proven to be reliable, with quality products and prompt delivery. Throughout the pandemic the vendor has delivered supplies that would have been challenging to procure including N95 masks, hydrogen peroxide wipes, COVID-19 test kits, and flu vaccines without delay and at the contracted rate.

To allow for continued medical response and protection from COVID-19 Purchase Order 7790 requires an increase of \$50,000, for a not to exceed amount of \$250,000 for Fiscal Year 2021.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total cost for the Purchase Order with McKesson Medical-Surgical will not exceed \$250,000 through June 30, 2021. The increase of \$50,000 will be funded with FY21 allocated budget in projects MO2209, 772281, and 772273.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

None



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

DATE: March 30, 2021

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Affiliation Agreement with The Regents of the University of California for a Prehospital Care Program at No Cost for a Five Year Term.

RECOMMENDATION

That the City Council authorize the Mayor to enter an agreement with The Regents of the University of California for a Prehospital Care Paramedic Program at no cost for a five year term.
(This item did not originate in Committee.)

BACKGROUND

Pursuant to Cal. Code Regs. tit. 22, section 100153, where an approved paramedic training program provides field internship services to students, that paramedic program is required to enter into a written agreement with a paramedic service provider to provide those internship services.

The Oxnard Fire Department seeks to create such an agreement with the UCLA David Geffen School of Prehospital Care. Through this agreement the Oxnard Fire Department has the ability to host, and train paramedic students as they complete their final capstone internships.

DISCUSSION

Through an agreement with the UCLA David Geffen School of Prehospital Care the Department is provided the opportunity to not only host interagency students attending the program but to provide field internship opportunities for other UCLA paramedic students. Many non-agency sponsored UCLA paramedic students are local residents who struggle to find internship opportunities at local agencies. This agreement expands the potential for these local students to train in the communities they live in and will eventually serve.

As an added benefit to this agreement, the UCLA School for Prehospital Care will provide paramedic preceptor training to fire department paramedics free of charge. This as well as other continuing education opportunities are provided via this agreement with courses taught by UCLA's renowned prehospital training staff.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jaime Villa, EMS Coordinator

ATTACHMENTS

1. Agreement with UCLA

AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
CITY OF OXNARD

THIS AFFILIATION AGREEMENT is made and entered into this 30th day of March, 2021, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, UCLA Center for Prehospital Care Paramedic Education Program ("PROGRAM") and City of Oxnard an emergency medical services provider ("AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, PROGRAM conducts training and instruction programs for students leading to certification and licensure as EMT – Paramedics (hereinafter collectively referred to as "INTERNS") and desires access to opportunities in which INTERNS can obtain broader clinical learning experiences; and

WHEREAS, the licensing and certification rules and regulations for EMT – Paramedics as established by the Los Angeles County Department of Health Services EMS Agency ("DHS") requires INTERNS to complete a course of study that includes a clinical experience in a field internship setting; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical experience to INTERNS and is an approved emergency medical services provider, and AFFILIATE desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that INTERNS obtain their clinical experience at AFFILIATE'S facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF PROGRAM. PROGRAM agrees that it shall:

A. Establish the educational goals and objectives of the paramedic education program in a manner consistent with the standards and requirements set forth by DHS and other applicable agencies. Such goals and objectives shall reflect PROGRAM'S commitment to providing education and training programs to INTERNS.

B. Designate a member of PROGRAM'S staff to provide coordination, oversight and direction of INTERNS' educational activities and assignments during the field internship with AFFILIATE. Such person shall be the Program Director and shall also act as liaison with AFFILIATE.

C. Provide each INTERN with a pre-assignment health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, and proof of negative TB test.

D. Educate INTERN regarding compliance with all required OSHA regulations including, but not limited to, Blood-borne Pathogen Standards.

E. Furnish each INTERN with a clinical experience manual or materials that describe the goals, policies, and procedures of the PROGRAM. AFFILIATE shall have the opportunity to review and comment on these materials.

F. Develop and implement a mechanism for determining evaluation of the performance of INTERN to include, where appropriate, input from AFFILIATE.

G. Maintain records and reports concerning the education of INTERNS, which shall include the INTERN'S licensure/certification, pre-assignment health assessment record, and history of immunizations.

H. Require assigned INTERN to:

1. Comply with AFFILIATE'S applicable policies, procedures and guidelines, and applicable state and federal laws and regulations, including those concerning the confidentiality of patient care and patient care records; and

2. Have all required personal protective equipment including, but not limited to, safety goggles, particulate respirators, and an appropriate uniform.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate staff and equipment to meet the educational goals and objectives of the PROGRAM in a manner consistent with the standards and requirements established by PROGRAM and DHS.

B. Assign each INTERN a preceptor with appropriate training and experience to supervise the INTERN during each clinical assignment. The preceptor shall monitor the INTERN'S progress and evaluate the INTERN at the end of each shift on forms provided by the PROGRAM.

C. Designate, after consultation with PROGRAM, a person to coordinate INTERNS' schedules and activities while working with AFFILIATE. Such person shall be the Program Coordinator and shall act as liaison with PROGRAM. The name of AFFILIATE'S Program Coordinator shall be provided to PROGRAM'S Program Director.

D. Implement schedules for INTERNS in conjunction with the Program Director and in accordance with PROGRAM'S educational goals and objectives. AFFILIATE shall determine the number of INTERNS permitted to rotate through the field internship. AFFILIATE must

ensure that INTERNS are provided appropriate supervision. INTERNS are not to be used to replace staff of AFFILIATE and AFFILIATE is ultimately responsible for patient care.

E. Protect the health and safety of INTERNS on rotation with AFFILIATE by providing each INTERN with the following:

1. A brief orientation of the clinical area where INTERN will be working, and information about AFFILIATE'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
2. Instruction in AFFILIATE'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE'S protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or bodily fluids or airborne contaminants;
3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of INTERN in the event of a needle stick injury to or other exposure of INTERN to blood or bodily fluids or airborne contaminants; and
4. Access to any of AFFILIATE'S applicable reference materials.

F. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and DHS requirements. AFFILIATE shall notify PROGRAM within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, or DHS requirements.

G. Permit inspection of its clinical and related facilities by the Program Director or other UCLA faculty and staff to evaluate INTERNS' performance.

H. With respect to any professional services performed by INTERNS under this Agreement, AFFILIATE agrees to inform PROGRAM and its Program Director as follows:

1. Immediately upon initiation of an investigation into the conduct of an INTERN;
2. Within five days after receipt of service of a complaint, summons or notice of a claim naming an INTERN; or
3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which an INTERN has been named or in which a settlement is being proposed on their behalf.

III. DISCRIMINATION - PROHIBITION.

PROGRAM and AFFILIATE agree not to discriminate in the selection or acceptance of any INTERN pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or PROGRAM policy.

IV. TERM.

The term of this Agreement shall become effective March 30, 2021 and shall continue in effect for five (5) years, through March 30, 2026, or until earlier terminated.

V. TERMINATION.

Notwithstanding any other provision to the contrary, this Agreement may be terminated with or without cause at any time by either party upon thirty (30) days' prior written notice to the other party or upon completion of the INTERNS' rotation, whichever is greater.

VI. INSURANCE.

A. AFFILIATE, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure as follows:

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five hundred thousand dollars (\$500,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Business Automobile Liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence, if such automobile insurance is not included as part of the AFFILIATE'S General Liability coverage.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section VI.A.1 and 2 shall not in any way limit the liability of AFFILIATE. It shall also be understood that the INTERNS are not employees of AFFILIATE or PROGRAM and that the Workers' Compensation coverage described in Section VI.A.3 shall not apply to INTERNS.

The coverage referred to under paragraph 2 of this Section VI.A. shall be endorsed to include PROGRAM as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish PROGRAM with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to PROGRAM of any modification, change or cancellation of any of the above insurance coverages.

B. PROGRAM shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with limits of two million dollars (\$2,000,000) per occurrence, with a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. General Liability Self-Insurance Program with a limit of five hundred thousand dollars (\$500,000) per occurrence and a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering PROGRAM'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section VI.B.1 and 2 shall not in any way limit the liability of PROGRAM.

The coverages referred to under paragraph 2 of this Section VI.B. shall include AFFILIATE as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of PROGRAM, its officers, agents, INTERNS, and/or employees. PROGRAM, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

VII. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold PROGRAM, its officers, employees, agents, and INTERNS harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.

B. PROGRAM shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROGRAM, its officers, employees, agents, or INTERNS.

VIII. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and PROGRAM agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. PROGRAM shall be responsible for discipline of INTERNS in accordance with PROGRAM'S applicable policies and procedures.

To the extent allowed by law, AFFILIATE and PROGRAM shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or PROGRAM to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

IX. PATIENT RECORDS.

Any and all of AFFILIATE'S medical records and charts created at AFFILIATE'S facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. PROGRAM shall instruct INTERNS they are required to maintain the confidentiality of patient medical records and information in accordance with AFFILIATE policies and procedures and applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA").

X. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XI. ASSIGNMENT.

Neither AFFILIATE nor PROGRAM shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

XII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XIV. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and PROGRAM agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XVI. USE OF NAME.

Neither party shall use the name, logo, symbols, or marks of the other, including the names the Regents of the University of California, UCLA, or the University of California, or similar references to the same, without the prior written consent of an authorized representative of the other party, and in accordance with applicable law including California Education Code Section 92000.

XI. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XII. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XIII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO PROGRAM: Todd LeGassick
 Executive Director
 UCLA Center for Prehospital Care
 10990 Wilshire Blvd., Suite 1450
 Los Angeles, CA 90024

TO AFFILIATE: Jaime Villa
 EMS Coordinator
 City of Oxnard, Fire Department
 360 West Second Street
 Oxnard, CA 93030

[Signatures on next page]

The parties have executed this Agreement as set forth below.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

Signature: _____

By: _____

Title: _____

Date: _____

CITY OF OXNARD

Signature: _____

By: John C. Zaragoza

Title: Mayor

Date: _____

ATTEST:

Signature: _____

By: Rose Chaparro

Title: City Clerk

Date: _____

APPROVED AS TO FORM:

Signature: _____

By: Stephen M. Fischer

Title: Attorney

Date: _____



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

DATE: March 30, 2021

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Appropriation of Wildland Fire Reimbursement Revenue.

RECOMMENDATION

That the City Council amend the FY 2020-21 Budget to recognize \$960,865 of General Fund revenue from wildland fire reimbursement, and appropriate \$431,532 to the Fire Department to restore the Department's original training budget; to improve and expand training related to mutual aid response; and to acquire vehicles needed for mutual aid response to wildland fire events.

(This item did not originate in Committee.)

BACKGROUND

The Oxnard Fire Department has played an increasingly important role in responding to large scale wildland incidents around the state in the last five years. This has been due in part to the size of the wildland incidents California has had to deal with. The Thomas Fire that started in 2017, was the largest fire in the state's history, now ranks #7 in largest fires. Eight of the twenty largest fires in California history have started since the Thomas Fire.

The Fire Department responds to these mutual aid requests through an agreement known as the California Fire Assistance Agreement (CFAA). The CFAA agreement has signatories from all Federal, State, County and Local fire agencies. As a part of this agreement, the Fire Department provides an updated salary survey to the California Office of Emergency Services (CalOES) that processes all reimbursement claims. Ultimately the reimbursement funds generally come from the State or federal government depending on the jurisdiction of the wildland incident.

The CFAA provides reimbursement for the Fire Department that includes all personnel costs, vehicles costs, travel costs (food and accommodation) as well as an administrative fee. The administrative fee is adjusted every year and this year it is set at 16.7% of total reimbursed expenses.

DISCUSSION

Since the Department started participating in mutual aid deployments, all mutual-aid related expenses have been charged to the Fire Department's General Fund Operating Budget. This has resulted in funds originally appropriated to the Department by City Council for regular Department operations being diverted to wildland fire response outside the City.

Later, when the State or federal reimbursement arrives, the revenue is credited to the General Fund, but -- without a corresponding increase in appropriations -- the Fire Department's General Fund operating budget remains depleted.

For example, in FY 2019-20 this phenomenon soaked up \$30,000 of the Fire Suppression training budget. For the current fiscal year (FY 2020-21) half of the \$98,000 training budget has already been consumed, because travel expenses

for mutual aid assignments totaled \$50,859.

Furthermore, the Fire Department has yet to address the minimum training requirements of responding to mutual aid incidents based on State Fire Marshal certifications. The Department needs to invest in professional development of personnel to ensure they can operate as safely as possible, while also meeting minimum training requirements.

There are two high priority training requirements the Department needs to address; ensuring all Captains are certified as Engine Boss and ensuring all Battalion Chiefs are certified as Strike Team Leaders. Currently only 7 of the 32 Captains meet the Engine Boss certification. Engine Boss involves a series of 3 classes that take a total of 11 days to complete. Currently only four of the five Battalion Chiefs are certified as Strike Team Leaders. Qualification for Strike Team Leader starts with three classes also taking 11 days to complete.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Past practice has been for all mutual aid expenditures to be charged to the Fire Department Suppression General Fund Operating Budget with CFAA reimbursements applied to revenue account 101-2201-581.75-19 in the General Fund. The proposed allocation of CFAA reimbursements will allow the General Fund to be reimbursed for all direct travel and personnel costs (overtime and benefits) incurred for mutual aid while allowing the Fire Department to reinvest reimbursement for indirect costs (vehicle costs for engine hours, and the administrative surcharge) back into the mutual aid program through training and the purchase of equipment designed for wildland fire response.

The Department is confident that the 2020-21 mutual aid season for wildland fire response is over. Thus, the mutual aid reimbursement amount for the current fiscal year is already known. The mutual aid reimbursement for FY 2020-21 is \$1,827,865. The reimbursement is recommended to be divided as follows:

CFAA Reimbursement	Amount	Fund	Purpose
Personnel costs	\$1,396,333	101-2201-581.75-19 - Other Reimbursements	Reimburse General Fund for overtime and benefits incurred during mutual aid
Travel costs	\$50,859	101-2201-802.83-43 - Training	Restore Fire Dept training budget for travel costs charged to it during mutual aid
Vehicle costs (Engine hours)	\$118,312		To purchase vehicles and equipment to be used on mutual aid assignments
Administrative Surcharge (16.7%)	\$262,361		To pay for certifications related to mutual aid assignments
Total	\$1,827,865		

The accompanying Budget Appropriation Request would effect the recommended allocation of wildland fire reimbursement revenue for the current fiscal year. For the FY 2021-22 Proposed Budget, the City Manager will

recommend a similar approach going forward, with estimated wildland fire reimbursement costs and revenues, which are literally subject to the vagaries of nature.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Hamilton, Fire Chief, Kevin Riper, Chief Financial Officer

ATTACHMENTS

1. Wildland Fire BA 3.9.21

REQUEST FOR BUDGET APPROPRIATION - **FY20-21**

Department: Fire

Date: March 9, 2021

Project/Program

Manager: Alex Hamilton

Phone: _____

Reason for Appropriation:

Recongized an additional \$960,865 of Wildland Fire Reimbursement and appropriate \$431,532 to the Fire Department for Training, Vehicle Purchase, and Admin. Certification.

Accounts and Descriptions

AMOUNT

Fund: 101- GENERAL FUND

Revenues/Transfers In

101-2201-581.75-19	MISCELLANEOUS REVENUES / OTHER REIMBURSEMENTS	960,865
	Sub-total Revenues	960,865

Expenditures/Transfers Out

FIRE SUPPRESSION (2201)

101-2201-802.83-43	TRAINING/WORKSHOP/MTNGS	50,859
101-2201-802.86-06	MACHINERY AND EQUIP NEW	118,312
101-2201-802.83-57	MEMBERSHIP-OTHER	262,361
	Sub-total Expenditures	431,532

Net Change to Fund Balance	529,333
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Net Appropriation Change	431,532
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



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

DATE: March 30, 2021

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Submission of FY2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application.

RECOMMENDATION

That the City Council adopts a resolution:

1. Ratifying the submission of a grant application for the Federal Emergency Management Agency (FEMA) FY2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$1,058,013 to be used for the hiring of three additional firefighters, no local match is required;
 2. That authorizes the City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
 3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2021-2022 for the use of grant funds and perform all other required financial actions; and
 4. That authorizes the Fire Chief or designee to submit non-financial reports.
- (This item did not originate in Committee.)

BACKGROUND

The City of Oxnard is eligible to submit an application for the Fiscal Year (FY) 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in Federal funding from the Federal Emergency Management Agency (FEMA).

The intention of SAFER is to improve local fire departments' staffing and deployment capabilities so they may more efficiently respond to emergencies. With the enhanced staffing, a SAFER grant recipient's response time will be reduced sufficiently and an appropriate number of trained personnel will be assembled at the incident scene per the National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA) regulations.

DISCUSSION

The SAFER grant is designed to improve compliance with the National Fire Protection Association (NFPA) standard 1710 regarding deployment of fire resources. NFPA 1710 compliance has two basic measures of performance – providing four personnel on scene of a structure fire within four minutes, 90% of the time or providing fifteen personnel on scene of a structure fire within eight minutes, 90% of the time.

Currently the department compliance with the eight minute standard is around 20%. The Fire Department is looking to increase our compliance with NFPA 1710 by splitting the city into two battalions and having two Battalion Chiefs on duty each day. This change in concert with the planned fourth Firefighter at Fire Station five will increase our compliance with NFPA 1710 above 30%. The grant will only cover the cost of entry level firefighter positions but if a second battalion is funded in the next fiscal year, a portion of the cost would be offset by this grant

If awarded, this grant will increase the total staffing to the Fire Department by three personnel at the firefighter rank, one firefighter per shift. The amount of the award will fund three firefighters for three years with no local match required.

The grant period for SAFER funding is August 24, 2021 to August 24, 2024. The grant solicitation was posted by FEMA on February 1, 2021 with an application deadline of March 12, 2021.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

If awarded, the FY 2020 SAFER grant provides reimbursement of salary and benefits for a three year period; a total of \$1,058,013. The performance period is scheduled to begin August 24, 2021. No local match is required.

Over the long term (FY 2025 and beyond), after the SAFER grant expires, the City would either have to reduce the workforce by 3 FTE, or commit General Fund (101) dollars to funding 100% of the 3 FTE positions going forward.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. SAFER FY20 Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING
SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT
APPLICATION FOR STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE
FUNDS FISCAL YEAR 2020

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council ratify the approval for submission of an application to the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response Grant in the amount of \$1,058,013, with no local match required, for the purpose of increasing Fire Department staff by three (3) full time employee positions.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2021-2022 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 30th day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: March 30, 2021

TO: City Council

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

SUBJECT: Agreements and Funding for the Homeless Solutions Center (HSC) at 241 West Second Street. (0/20/20)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to adopt a resolution authorizing the Mayor to execute a Development and Disposition Agreement by and between Housing Trust Fund Ventura County, Community Development Partners Developers, LLC, and the City of Oxnard, and further authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Donation Agreement by and between Housing Trust Fund Ventura County and the City of Oxnard, Agreement Containing Covenants, and Entering into a Loan Agreement with CDP Developers, LLC for the construction of the Homeless Solutions Center at 241 West Second Street and other matters pertaining thereto; and
2. Authorize the Mayor to execute a Memorandum of Understanding by and between the City of Oxnard and the County of Ventura regarding the financial sharing arrangement for the development and operation of the permanent year-round shelter to be located on the ground floor of the Homeless Solutions Center; and
3. Approve a budget appropriation of \$1,500,000 to provide CDP Developers LLC with a gap-financing loan for the development of the Homeless Solution Center from the Low-and-Moderate Income Housing Fund of the former redevelopment agency; and
4. Approve a budget appropriation of \$94,000 for personnel expenses to pay for City staff time to carry out and administer eligible Low-and-Moderate Income Housing asset fund activities from the Low- and Moderate-Income Housing Asset Fund of the former redevelopment agency, which will allow staff to monitor, provide loan-servicing, and oversight of the Homeless Solutions Center's PSH units and loan agreement as well as provide the same services for other existing projects that were previously funded with the use of Low-and-Moderate Income Housing Asset Funds, but for which no budget was previously allocated for this purpose.

(Housing and Economic Development Committee (HEDC) recommended the Exclusive Negotiating Agreement to the City Council with a 3-0 vote. City Council approved with a 7-0 vote. On September 22, 2020 HEDC members each stated their preference to move forward with the entitlement process (DDR and SUP), followed by Council consideration of the DDA and memorandum of understanding (MOU) with the County for funding. No formal action was required.)

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

BACKGROUND

EXECUTIVE SUMMARY

The City of Oxnard adopted the Five-Year Homeless Plan in the Fall of 2018. The Five-Year Homeless Plan established the groundwork for homeless services in the City of Oxnard focused primarily on sheltering services. Its strategies have been effective but have a plateau in its reach, and ultimately it is not geared toward ending homelessness. If we continue to focus on sheltering only, Oxnard's homeless problem will worsen.

The State of California and many urban centers throughout the nation, especially on the West Coast, have experienced a recent explosion in homelessness. While Oxnard's homeless population remains smaller than other California cities, it is becoming more and more problematic, disruptive, and in some circumstances, severe. The 2019 Ventura County Point-In-Time (PIT) count revealed there were a total of 455 unsheltered homeless persons in Oxnard. In 2020 the PIT totaled 379 unsheltered homeless persons in Oxnard.

In order to effectively resolve homelessness, on April 16, 2019, the City Manager introduced to the City Council a change in homeless policy, seeking to add a Housing First model to our Homeless Plan that can actually resolve homelessness. Communities across the country are adopting the Housing First approach, which is characterized as providing immediate access to permanent housing without reconditions thereby allowing an individual or family to use its permanent home as a platform for stability and success.

Oxnard's past approach simply manages the problems and moves homeless from place to place, while not effectively ending homelessness. As described in the April 16, 2019 Housing First report, the City expended approximately \$3,267,483 in 2018 and 2019 to address the impacts of homelessness. Of this amount, \$2,302,483 was spent on responding to the community impacts of homelessness, and \$965,000 was spent providing services to the homeless. Almost none of this ends homelessness.

The focus of Oxnard Housing First is to house individuals and families in order to:

1. Effectively help get homeless individuals on the sustained path to stability.
2. Get homeless individuals off the streets, out of the parks, away from environmentally sensitive areas, and out of the business districts.
3. Reduce the number and frequency of pop-up encampments.

The development of the Homeless Solution Center at 241 Second Street is the City's first Housing First project. In order to reduce the City's PIT and continue to house homeless persons, the City will need to continue to support similar Housing First projects throughout the City. Staff believes that, while ambitious, an average of 40 Housing First units can be achieved annually over the next ten years.

BACKGROUND

The National Guard Armory, 351 South K Street, was used as an annual alternating overnight homeless winter warming shelter from 2002-2018. In January 2019, the site transitioned to a 24-hour navigation center. The National Guard Armory is an eighty-year-old structure and is not adequate to offer the standard of operation that a modern homeless navigation center should. Furthermore, the National Guard Armory encroaches upon the "runway protection zone" of the Oxnard Airport. Operation and management of the shelter was taken over by Mercy House in June 2019. Mercy House, a homeless nonprofit service provider from Orange County, was selected as the shelter operator for both the City of Oxnard's homeless shelter and City of Ventura's homeless shelter following a complete procurement by the County of Ventura, in cooperation with the City of Oxnard and the City of Ventura. The County of Ventura has agreed to provide financial assistance towards the improvements and on-going operations of a new Navigation Center at a new permanent location in the City of Oxnard.

On June 30, 2020 the City Council approved an Exclusive Negotiating Agreement by and between Community Development Partners (CDP) and the City of Oxnard in consideration of constructing a new mixed-use Homeless

Solutions Center with permanent supportive housing on an approximate 22,000 square foot City-owned property at the northeast corner of Second Street and B Street in Oxnard. CDP is an experienced multifamily and mixed-use developer focused exclusively on creating and preserving vibrant affordable housing communities. A strong partnership between Mercy House and CDP has formed over the past ten years. The partnership has collaborated on multiple permanent supportive housing (PSH) developments where Mercy House provides supportive services.

The proposed mixed-use project will be five levels high and will include approximately 13,078 square feet of homeless shelter space that would accommodate 110 beds, 2,640 square feet of office space for leasing and supportive services, and fifty-six permanent supportive housing units. During the June 30th City Council meeting City staff discussed the proposed financing plan for the construction of the new Homeless Solutions Center mixed-use development including the City's proposed financial contribution to the project.

The Homeless Solutions Center is being developed in accordance with the goals identified in the City's 2018 Homeless Five-Year Plan and Strategy which includes the operation of a year-round emergency shelter and navigation center and providing permanent housing choices for Oxnard's homeless population. Pursuant to Government Code 54221(b)(1) and (c)(1) "Surplus land" does not include "local agency" owned property that is necessary for the agency's use. An agency's use includes land that is being used pursuant to a written plan adopted by the local agency's governing body. Therefore, this property is not subject to the Surplus Land Act.

The Homeless Solutions Center development received approval of a Major Downtown Design Development Review Permit and a Lot Line Adjustment at the Community Development Director Hearing held on November 30, 2020 and subsequently received Planning Commission approval on December 17, 2020 for a Special Use Permit to allow for the operation of the homeless shelter and resource center onsite and ministerial approval of a Density Bonus Permit to reduce the parking requirements for the site to a single space for the shelter, although the project will be providing ten spaces on site.

Outreach

Over the past decade the Oxnard community resolved to establish a year-round homeless shelter, improving upon the former bi-annual winter warming shelter operation. A local committee was formed to identify and select a site, but after more than a year of searching the committee dissolved and the search was temporarily halted. The Committee visited approximately 10 sites.

Beginning in July 2019, the Housing Department resumed its search for a permanent shelter location and considered twenty-one (21) different properties throughout the City before identifying a suitable property (1258 Saviers Road). The owner of the selected property was the only owner out of the 21 owners/managers that staff contacted that was amenable to having his property re-purposed for the operation of a homeless shelter/navigation center. After additional community outreach and further due diligence, in January 2020, the City decided to no longer pursue the 1258 Saviers Road location.

Several community meetings have been held regarding the proposed Homeless Solutions Center development:

1. Downtown Oxnard Board Meeting on January 22, 2020
2. Wilson Neighborhood Meeting held on February 2, 2020
3. Town Hall Meeting on February 11, 2020
4. Community Meeting, hosted by All Saints Church, on February 27, 2020
5. Commission on Homelessness on March 2, 2020
6. Dignity Health hosted a meeting on March 3, 2020
7. Housing & Economic Development Committee on May 26, 2020
8. City Council Meeting (Exclusive Negotiating Agreement) on June 30, 2020
9. Housing & Economic Development Committee on September 22, 2020
10. Community Development Department Workshop on October 19, 2020

11. Community Development Director Hearing (DDR & Lot Line Adjustment Permits) on November 30, 2020
12. Planning Commission Hearing (Density Bonus & Special Use Permits) on December 17, 2020

DISCUSSION

This reports discusses the funding and a number of required approvals in order for the project to move forward:

1. Disposition and Development Agreement between the City, CDP, and the Housing Trust Fund Ventura County (HTF), inclusive of
 - a. A Donation Agreement
 - b. Agreement Containing Covenants
2. Loan Agreement Between the City and CDP, inclusive of
 - a. Promissory Note
 - b. Deed Of Trust
 - c. Regulatory Agreement
 - d. Notice of Affordability Restrictions
3. Memorandum of Understanding for funding from the County
4. Budget Appropriation associated with the Loan Agreement with CDP and to pay for staff related costs

Disposition and Development Agreement

The Housing Department has engaged private special counsel from the firm Price, Postel, and Parma to draft the Disposition and Development Agreement (DDA). In addition to City staff's negotiation of the DDA with CDP Developers, LLC, to ensure long-term preservation of the City-owned property as an affordable housing and homeless shelter mixed-use site, City staff has also engaged the HTF, a non-profit organization, and invited them to negotiate, as a third party to the DDA, the terms of City's land donation to the HTF as part of the DDA.

Originally established in 2008 as Ventura County Housing Trust Fund, and launching as a 501c3 nonprofit in 2011, the organization became Housing Trust Fund Ventura County (HTF) in July 2019. The HTF aims to help increase affordable workforce housing options throughout Ventura County with an emphasis on ensuring stable housing for very-low, low- and middle-income employees, transitional age foster youth, veterans, farm workers and the homeless. Through its Revolving Loan Fund, the organization pairs non-traditional funds with creative financial products at below-market interest rates to developers who create new affordable housing within Ventura County. In 2019, the HTF formed the Housing Land Trust Ventura County (Land Trust) as a supporting non-profit to the Trust Fund. The Land Trust was incorporated by the California Secretary of State on December 15, 2020 and is currently in the process of getting Federal IRS nonprofit certification, which is expected to occur later this year. The decision to form the Land Trust was made for multiple reasons including the increasing cost of housing, the lack of affordable housing, the scarcity of land available for future development, and because it also provided an opportunity to match the appraised value of donated land with State funding which could potentially bring millions back to Ventura County and potentially to Oxnard for the creation of more affordable housing. In 2020, the HTF committed funding for three future affordable housing developments in the City Oxnard. As such, City staff feels that the HTF is a valuable partner in the development of the Homeless Solutions Center and an excellent recipient of the City owned property, which would be donated to the HTF and potentially subsequently transferred to the Land Trust under the terms of the DDA, as further discussed below.

The terms and conditions under which this City-owned property is proposed to be provided to CDP and the HTF are contained in the DDA and attachments to the DDA including a Donation Agreement by and between the City and the HTF, and an Agreement Containing Covenants by and between the City, the HTF, and CDP. The proposed terms of these agreements are summarized as follows:

1. Per the DDA and Donation Agreement, the City owned property will be conveyed to the HTF after CDP secures all funding necessary for construction of the mixed-use Homeless Solutions Center Development and closes on their construction loan.
2. Under the terms of the DDA, the HTF has the option of transferring ownership of the City donated property to their supporting non-profit, the Housing Land Trust Ventura County or a single-member limited liability company of which the Land Trust or the HTF is the sole member and manager.
3. Concurrent with City's transfer of the Property to the Trust Fund, under the Donation Agreement, the HTF and CDP are required to enter into a 99-year ground lease, containing reasonably acceptable terms to all parties including the City, even though the City will not be a party to the ground lease between the HTF and CDP.
4. The City owned property will remain under City ownership until the HTF is able to satisfy the requirements of the Donation Agreement. The Donation Agreement would be executed by the City Manager or designee (in consultation with the City Attorney) and the HTF. The property may not be conveyed until the Planning Commission makes a General Plan Consistency finding per Government Code section 65402 et seq.
5. Per the DDA and Agreement Containing Covenants, CDP must enter into a 99-year sublease of the homeless shelter space with a shelter operator selected, procured, and contracted by the City, for one dollar (\$1.00) per year.
6. The Housing Director shall have the right to approve any changes to approved plans for the development of the Homeless Solutions Center.
7. The Agreement Containing Covenants would be executed by the City Manager or designee (in consultation with the City Attorney), CDP, and the HTF and be recorded at the close of construction financing for development of the Homeless Solutions Center.
8. The Agreement Containing Covenants requires that the property be solely used for a 110 bed overnight homeless shelter, office space for the provision of supportive and clinical services, and fifty-five units of permanent supportive housing for very low-income households and one manager's unit that is not subject to this requirement.
9. The Agreement Containing Covenants requires that the permanent supportive housing units be made affordable to households whose incomes do not exceed 50% of the Area Median Income for Ventura County.
10. The requirements of the Agreement Containing Convents shall remain in effect for ninety-nine (99) years after the recordation of the Certificate of Completion for the Project.
11. Should the HTF or the end recipient of the City owned land donation fail to adhere to the terms of the Agreement Containing Covenants or should the end recipient ever dissolve the City would be authorized to recapture the property and assume ownership.

Schedule of Performance and Automatic Termination of the DDA and Donation Agreement

The DDA establishes a schedule of performance that requires CDP to secure all financing necessary to develop the Homeless Solutions Center and close on their construction loan by no later than April 30, 2025. If CDP is unable to meet this deadline, the DDA and Donation Agreement will automatically terminate and the City will maintain ownership of the City owned property. This deadline allows CDP time to diligently, and in good faith, make their best efforts to secure all necessary financing. If CDP is able to secure funding during their first-round of funding application submissions CDP would begin construction in the Spring of 2022, construction completion would occur in Summer 2023, with 100% occupancy of the permanent supportive housing units by the Fall of 2023. If funding is not secured during CDP's first round of funding application submissions then delays of 6 months to one-year intervals will occur.

Financing Plan and Affordable Housing Loan Agreement

The estimated total development budget is \$34 million which does not include all the costs associated with the tenant improvements necessary to build out the shelter portion of the development. Those tenant improvements would be the shared responsibility of the City and the County of Ventura in accordance with the Memorandum of Understanding between the City and the County, as discussed further in this staff report. The approximately \$34 million development cost reflects an increase above the previously estimated development budget of \$31,791,462. This increase considers additional costs related to the inclusion of a rooftop deck to accommodate shared open space for the shelter guests and permanent supportive housing (PSH) tenants, which was not previously included in the original design of the building and which will require a minor modification to the existing project design. The updated budget also reflects potential parking lot upgrades of a City owned parking lot located on B Street across the street from the Homeless Solutions Center site, a budget for demolition of the existing building on site (this was not in the original estimate), the additional General Contractor costs including overhead contingency, and insurance associated with increased hard costs, as well as additional costs associated with architectural fees for required design changes to accommodate the rooftop deck.

The City's financial contribution for the construction of the Homeless Solutions Center includes the land donation at the appraised value of \$840,000, and \$1,500,000 in City Low-and Moderate-Income Housing Asset set-aside funds, which may only be used for the creation of affordable housing. The remaining project costs would be brought to the project by CDP in the form of private, state and federal sources. CDP is able to secure these funding sources because of the site's proximity to transit and other social services. The anticipated funding sources include:

Potential Funding Sources	Amount	Source
Low Income Housing Tax Credit Equity	\$17,158,906	Federal
Private Permanent Loan	\$6,420,405	Private
No Place Like Home	\$7,198,578	State
City of Oxnard Affordable Housing Funds	\$1,500,000	City of Oxnard
Deferred Development Fee	\$1,686,917	Private
Total:	\$33,964,806	

To execute the Low-Income Housing Tax Credit financing structure to construct the project, Community Development Partners will be forming a limited partnership with Mercy House CHDO as the Managing General Partner and Community Development Partners as the Administrative General Partner with a tax credit investor as the Special Limited Partner. The Limited Partner entity will also contract with Mercy House Living Centers as the services provider and Community Development Partners as the Developer.

The proposed City funding source and terms of the Affordable Housing Loan Agreement for the City's \$1,500,000 contribution to the project is summarized as follows:

City Funding Source:	Low-and-Moderate Income Asset Fund
Interest Rate:	3% Simple Interest
Term:	55 Years
Repayment:	Residual Receipts Payment
Target Population:	Very Low-Income Households
Security:	Promissory Note, Deed of Trust, and Regulatory Agreement
Automatic Termination:	Community Development Partners must close on construction financing and secure all funding for development of the units by April

	30, 2025. Failure to meet this deadline will result in automatic termination of the City's Commitment of Loan Funds.
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If approved by Council, the loan agreement, regulatory agreement, and Notice of Affordability Restrictions would be executed by the City Manager or designee (in consultation with the City Attorney) and CDP concurrently with the close of construction financing for development of the mixed-use Homeless Solutions Center Development. The promissory note and deed of trust would be executed by CDP concurrently with the loan agreement and regulatory agreement.

Staff is also requesting approval of a budget appropriation of \$94,000 to pay for personnel expenses for staff time to carry out and administer eligible Low-and-Moderate Income Housing asset fund activities including allowing staff to monitor, provide loan-servicing, and oversight of the Homeless Solutions Center's permanent supportive housing (PSH) units and loan agreement as well as provide the same services for other existing projects that were previously funded with the use of Low-and-Moderate Income Housing Asset Funds (also known as the Successor Agency Housing Set-Aside fund), but for which no budget was previously allocated for this purpose.

Memorandum of Understanding

The attached Memorandum of Understanding (MOU) with the County of Ventura sets up the framework and working parameters for an equal cost sharing agreement between the County of Ventura and the City of Oxnard to pay for the capital costs associated with the build out of the new shelter, which is estimated at \$4,059,128, and for on-going operating costs at the new shelter, which is estimated at \$2,902,120 for the first year of operating costs.

The City's estimated capital cost contribution for shelter related improvements is approximately \$1,500,000 and includes the construction of the ground floor space of the Homeless Solutions Center where the homeless shelter will be located, improvements required for the buildout of the shelter space, shelter related design fees, and a portion of the costs associated with amenities that will benefit shelter guests and the permanent supportive housing tenants. The City has already approved \$1.5 Million in Measure O funding for these capital costs.

Total estimated operation costs for the shelter in the first year of operation are \$2,902,120, which includes \$243,094 in contingency. The City's estimated share of the operation costs for the shelter in the first year of operation is \$1,329,513 plus an additional \$121,547 (totaling \$1,451,060) for contingency to cover any unforeseen costs including one-time costs that may be associated with the initial year of operation at the new location. The City anticipates paying the operational costs from Measure O and California Department of Housing and Community Development (HCD) Permanent Local Housing Allocation (PLHA) grant funds.

The term of the MOU is for one year from the date of execution and will automatically renew annually until such time as the MOU is either terminated by either party or superseded by another agreement. Once CDP has secured all funding necessary for development of the Homeless Solutions Center, CDP and Mercy House will finalize shelter-related capital improvement and operation costs and City staff will return to Council for approval of a final and binding agreement with the County for the 50/50 cost sharing agreement of capital and operation costs at the new shelter. The County Board of Supervisors will consider the MOU by the end of April 2021.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Approval of the recommended actions will:

1. Authorize an appropriation of \$1,500,000 of Low- and Moderate-Income Housing Asset funds to award a gap-financing loan to CDP, LLC for the development of permanent supportive housing units within the Homeless Solutions Center Development and an appropriation of \$94,000 of Low- and Moderate-Income Housing Asset funds for personnel expenses into the following accounts: 420-5127-893-8364 (Housing Assist Loan) and 420-4700-861-8001 (Labor). The current available fund balance in the Low- and Moderate-Income Housing Asset Fund also known as the Successor Agency Housing Set-Aside fund is: \$3,366,278.
2. Authorize the donation of the City owned property, with an appraised value of \$840,000, located at 241 W 2nd Street in Downtown to the Housing Trust Fund Ventura County after the terms of the Donation Agreement are satisfied.

There is no immediate financial impact to the approval of the Memorandum of Understanding by and between the City of Oxnard and the County of Ventura.

COMMITTEE OUTCOME

Request for approval of the Exclusive Negotiating Agreement was heard by the Housing and Economic Development Committee on May 26, 2020. The Committee recommended the Exclusive Negotiating Agreement to City Council with a 3-0 vote. The Exclusive Negotiating Agreement authorizing City staff to negotiate the Disposition and Development Agreement was presented to the City Council on June 30, 2020 and approved with a 7-0 vote.

On September 22, 2020 the HEDC provided direction to staff to first seek entitlement approvals for the building and use and then return to Council for consideration of the DDA and the associated implementing documents.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Development and Disposition Agreement Donation Agreement Agreement Containing Covenants
2. Loan Agreement Promissory Note Deed of Trust Regulatory Agreement Notice of Affordability Restrictions
3. Memorandum of Understanding
4. Resolution
5. Budget Appropriation
6. PowerPoint Presentation

HOMELESS SOLUTIONS CENTER
DISPOSITION AND DEVELOPMENT AGREEMENT

by and among

CITY OF OXNARD

and

HOUSING TRUST FUND VENTURA COUNTY

and

CDP DEVELOPERS LLC

DISPOSITION AND DEVELOPMENT AGREEMENT

This DISPOSITION AND DEVELOPMENT AGREEMENT (“Agreement”) is entered into in Ventura County, California, as of _____, 2021, by and among the CITY OF OXNARD, a municipal corporation (“City”), HOUSING TRUST FUND VENTURA COUNTY, a California nonprofit public benefit corporation (“Trust Fund”) and CDP DEVELOPERS, LLC, a California limited liability company (“Developer”). Collectively, the City, Trust Fund and Developer are sometimes referred to herein as the “Parties” and each a “Party.” The Parties agree as follows:

ARTICLE 1. SUBJECT OF AGREEMENT

§ 1.1 Purpose of Agreement

The purpose of this Agreement is to provide for the disposition of certain real property (the “Site,” as described in §1.2) to Trust Fund and the development of the Site by Developer pursuant to this Agreement. The Parties intend such disposition and development to proceed as follows:

The Site will be donated to the Trust Fund. The Trust Fund will either (a) continue to be the owner of the Site, or (b) donate or otherwise transfer the Site to Housing Land Trust Ventura County, a California nonprofit public benefit corporation (“Land Trust”) or a single-member limited liability company of which the Land Trust or the Trust Fund is the sole member and manager (the ultimate recipient of the Site under any of the foregoing scenarios is the “End Recipient”). The End Recipient will subsequently ground lease the Site to the Developer for a term of 99 years. The Developer will construct a 110 bed overnight homeless shelter, office space for the provision of supportive and clinical services and approximately 56 units of permanent supportive housing for rent to low-income individuals and families. The Developer shall enter into a Sublease for a term of 99 years for \$1.00 per year for the homeless shelter with an operator procured by the City. In the event, a City procured operator ceases to operate the homeless shelter for any reason whatsoever, the City shall be responsible for procuring a successor operator for the homeless shelter. All tenant improvements within the homeless shelter will be paid for by the City and the County of Ventura in accordance with that certain Memorandum of Understanding between the County of Ventura and the City of Oxnard for Financial Sharing Arrangement for the Permanent Year-Round Homeless Shelter or from other financial sources identified by City.

§ 1.2 Description of the Site

The “Site” is that certain real property illustrated on the “Map of the Site” (which is attached hereto and incorporated herein as Attachment No. 1) and having the legal description set forth in the “Legal Description of the Site” (which is attached hereto and incorporated herein as Attachment No. 2).

§ 1.3 Parties to the Agreement

1.3.1 City

City is a municipal corporation. The address of City is 300 W. 3rd Street, Oxnard, California 93030, with a copy to City Attorney, City of Oxnard, 305 W. Third Street, Suite 100E, Oxnard, CA 93030.

1.3.2 Trust Fund

a. Identity. The Trust Fund is Housing Trust Fund Ventura County a California nonprofit public benefit corporation. The address of Trust Fund for purposes of receiving notices pursuant to this Agreement is 360 Mobil Avenue, Suite 213A, Camarillo, California 93010.

b. Term. Whenever the term “Trust Fund” is used herein, such term shall include Trust Fund as of the date of this Agreement, and any assignee of or successor to its rights, powers and responsibilities permitted by this Agreement.

1.3.3 Developer

a. Identity. Developer is CDP Developers, LLC, a California limited liability company. The address of Developer for purposes of receiving notices pursuant to this Agreement is 3416 Via Oporto, Suite 301, Newport Beach, California 92663.

b. Term. Whenever the term “Developer” is used herein, such term shall include Developer as of the date of this Agreement, and any assignee of or successor to its rights, powers and responsibilities permitted by this Agreement.

1.3.4 Prohibition Against Transfers

a. The qualifications and identity of the Developer are of particular concern to the City. It is because of those qualifications and identity that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights under this Agreement except as expressly set forth herein. Except as permitted herein, Developer shall not Transfer all or any part of its interest in or rights under this Agreement, and/or any part of its interest in or rights to the Site and/or any of the improvements constructed thereon, without the prior written approval of the City and the Trust Fund.

b. Notwithstanding § 1.3.4 (a), written approval of the City and Trust Fund will not be required for a transfer by Developer of its right, title, interest, duties and/or obligations pursuant to this Agreement to a limited partnership in which Developer, or a single purpose limited liability company wholly owned by Developer or Community Development Partners, a California corporation, is the administrative general partner, and in which an organization meeting the requirements of Revenue and Taxation Code Section 214 is the managing general partner. Additionally, prior written approval of the City will not be required for transfers of limited partner interest in such limited partnership to an equity investor or subsequent transfers of such limited partner interest by said equity investor to its affiliates. Further, the Parties approve the transfer of

Site from the Trust Fund to the Housing Land Trust Ventura County ("Land Trust") or a limited liability company of which Land Trust or the Trust Fund is the sole member and manager. The Parties further approve the assignment of this Agreement, including the assignment of all of Trust Fund's rights, interests, and obligations hereunder, from Trust Fund to any End Recipient.

c. City's approval shall be granted or withheld in City's sole discretion. Trust Fund's approval shall be granted or withheld in Trust Fund's sole discretion. Following a Transfer approved by City and the Trust Fund and the written assumption by the transferee of the Developer Obligations transferred, the Developer shall be released from any further liability thereafter arising with respect to the Developer Obligations transferred.

d. Any Transfers in contradiction with this Section shall be null and void.

1.3.5 No-Third Party Beneficiary

No person or entity shall acquire any rights or benefits as a third-party beneficiary under this Agreement. Without limiting the foregoing, and notwithstanding the provisions of § 4.11 of this Agreement, the Mortgagee (hereinafter defined) is merely an incidental beneficiary and shall have no rights or benefits hereunder.

ARTICLE 2. METHOD OF FINANCING

§ 2.1 Submission of Evidence of Financing

Within the times established therefor in the Schedule of Performance (attached hereto as Attachment No. 3 and incorporated herein by this reference), the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has obtained sufficient equity capital and commitments for the financing necessary for the development of the Site in accordance with this Agreement (the "Evidence of Financing"). The purpose of City review of the Evidence of Financing is to provide assurance that sufficient funds will be available to complete the development of the Site in accordance with this Agreement.

Such Evidence of Financing shall include the following:

a. Project Budget A current budget of all anticipated costs for the development and construction of improvements in connection with the development of the Site shall be submitted to the Housing Director (as defined in Article 9 of this Agreement), with a sources and uses statement (the "Project Budget"). Developer shall update, as necessary, and submit to the Housing Director for approval any proposed changes to the Project Budget, and shall demonstrate the sufficiency of sources of financing to pay all costs related to completing the development of the Site to the reasonable satisfaction of the Housing Director, and upon the approval of the Housing Director, the Project Budget, as revised, shall be deemed the final Project Budget.

b. Additional Documentation Other documentary evidence as may be satisfactory to the Housing Director relating to financing the development of the Site, such as, for example, a general contract for the construction of the improvements on the Site, construction/permanent loan documents necessary to complete funding for the development of the Site, and evidence of a commitment of equity necessary to assure complete funding for the development of the Site.

c. Time for City Approval or Disapproval. The Housing Director shall reasonably approve or disapprove the submission of Evidence of Financing for development of the Site within the time established therefore in the Schedule of Performance (Attachment No. 3). The Housing Director shall reasonably approve commercially reasonable financing obtained from an institutional lender. If the Housing Director shall disapprove any such Evidence of Financing, the Housing Director shall do so by written notice to Developer stating the reasons for such disapproval. The Developer shall promptly obtain and submit to the City new Evidence of Financing. The City shall approve or disapprove such new Evidence of Financing in the same manner and within the same times established in this § 2.1 for the approval or disapproval of the Evidence of Financing as initially submitted to the City.

ARTICLE 3. SITE

§ 3.1 Disposition of Site

3.1.1 The City and Trust Fund shall enter into a donation agreement (“Donation Agreement”) (which is attached hereto and incorporated herein as Attachment No. 4) subject to an Agreement Containing Covenants in favor of the City (which is attached hereto and incorporated herein as Attachment No. 5) and further conditioned upon the Developer obtaining and closing on the necessary financing to complete the Project in accordance with this Agreement. Upon notice that Developer has obtained the necessary financing to complete the Project, the Housing Director, subject to review and approval by the City Attorney, shall be authorized to execute the Donation Agreement and the Agreement Containing Covenants in substantially the form attached hereto.

3.1.2 Concurrent with City’s transfer of the Site to Trust Fund under the Donation Agreement, Trust Fund (or End Recipient), and Developer will enter into a ground lease containing reasonably acceptable terms to all Parties, including, at a minimum, the terms described in § 1.1 of this Agreement. City, Trust Fund and Developer agree that the ground lease will include such other terms as are necessary to facilitate the approved financing for the Project so long as such terms do not conflict with the terms of this Agreement.

ARTICLE 4. DEVELOPMENT OF THE SITE

§ 4.1 Scope of Development

4.1.1 Agreement to Design and Construct

a. Developer shall cause the demolition of the existing structures on the Site and the design and construction of the new improvements on the Site in accordance with this Article 4, and the Approved Plans (defined below) and any changes thereto that are approved by City, the Schedule of Performance and all governmental approvals and applicable requirements of any governmental authority having jurisdiction over the development of the Site.

b. Developer shall perform or cause to be performed all such design and construction work diligently, continuously and without interruption strictly in accordance with the Schedule of Performance. Developer shall commence or cause the construction of the improvements on the Site to be commenced within the time provided therefore in the Schedule of Performance. Developer shall perform or cause to be performed all such design and construction work in a good and workmanlike manner and in accordance with sound engineering and construction practices. Developer shall not without good cause permit cessation of work for a period in excess of ten (10) consecutive Business Days subject to § 7.7 herein, without the prior written consent of City. "Business Day" shall mean a day which is not a Saturday or Sunday or a day on which banking institutions located in California are authorized or required to remain closed.

4.1.2 Approved Plans

a. Developer has received final approval of 20-200-13, Downtown Design Review Permit, 2-310-08 Lot Merger, and 20500-03 Special Use Permit authorizing the development of the Site (collectively "Approved Plans").

b. The Site shall be developed as established in the Approved Plans and related documents except as changes may be mutually agreed upon by the Parties hereto. Any such changes shall be within the limitations of this Agreement.

4.1.3 Approval of Changes to Approved Plans

a. Subject to the terms of this Agreement, City shall have the right to review and approve any proposed changes to the Approved Plans. For purposes of this Section, the approval of the Housing Director shall constitute the approval of City. City shall reasonably approve or disapprove the plans, drawings and related documents referred to in this § 4.1.3, or changes thereto, within the respective times set forth in the Schedule of Performance.

b. Any disapproval shall state in writing the reasons for disapproval and the changes which must be made to obtain the approval of City. Such reasons and such changes must be consistent with this Agreement and any items previously approved hereunder. Developer, upon receipt of such a disapproval, shall promptly cause the plans, drawings and related documents to be revised, and shall resubmit to City as soon as possible after receipt of the notice of disapproval.

c. All changes to Plans previously approved shall be subject to the reasonable

approval of City in the same manner and subject to the same requirements as the plans and specifications referred to in this § 4.1. Developer shall not order or implement any changes in Plans without the prior written approval of City, which City shall not unreasonably withhold, condition or delay.

d. During the preparation of all drawings and plans, City and Developer shall hold regular progress meetings to coordinate the preparation of and review of construction plans and related documents. The Parties agree to communicate and consult informally as frequently as is reasonably necessary to ensure that the formal submittal of any documents as required by this Section can receive prompt and speedy consideration. If any revisions or corrections of Approved Plans shall be required by any applicable governmental authority having jurisdiction over the development of the Site, the City and Developer shall cooperate in efforts to obtain such waivers as the Parties may deem appropriate.

4.1.4 Access, Inspections and Meetings

a. Prior to the recordation of the Certificate of Completion for the improvements constructed on the Site, representatives of City shall have the reasonable right of access to the Site and any other location under the control of Developer where materials intended to be utilized in the construction of the improvements on the Site are stored, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including (but not limited to) the inspection and reinspection of the work being performed in constructing the improvements on the Site, or the progress or condition of any such improvements, or for the purpose of monitoring compliance with this Agreement. City shall reasonably comply with all safety rules and shall conduct any such inspection, re-inspection or monitoring. Such representatives of City shall be those who are so identified in writing by the Housing Director. Developer shall permit and cause the general contractor to permit entry and full access for such inspections. For purposes of these inspections, Developer shall at all times make available at the Site a full set of working drawings for the development of the Site. The City (or its representatives) shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section.

b. At the reasonable request of City, Developer shall schedule, coordinate and attend construction progress meetings. The purposes of such meetings shall include but not be limited to discussing and furthering the construction of the improvements on the Site, discussing, reviewing and deciding upon budgetary matters, value engineering matters, changes, delays, and extensions, reviewing work progress in relation to the Schedule of Performance, sharing new information, reporting on progress and on any significant events or developments, and otherwise carrying out the purposes of this Agreement. Developer shall provide all Parties at least 24 hours' prior notice (written or telephonic) of each such meeting.

§ 4.2 **Intentionally deleted**

§ 4.3 Cost of Development

Except for the tenant improvements within the homeless shelter, the Developer shall bear all costs of constructing and developing the improvements on the Site and constructing and installing all public and private on- and off-site improvements thereon or therefore as required for the development of the Site by the City through any required entitlement and permitting process and any other governmental entity having jurisdiction there over.

The City and Developer anticipate the sources and uses of funds for the development of the Site to be as set forth in the Project Budget. The Parties acknowledge that the Project Budget contains an estimate of the costs of developing the Site as of the date of execution of this Agreement, and that there may be increases or decreases in the Project Budget after execution of this Agreement. On the basis of actual bids received, Developer shall update, as necessary, and submit to the Housing Director for approval any proposed changes to the Project Budget (including contingencies), and shall demonstrate the sufficiency of sources of financing to pay all Project Costs to the reasonable satisfaction of the Housing Director, and upon the approval of the Housing Director, the Project Budget, as revised, shall be deemed the final Project Budget. The foregoing requirement shall be considered part of the Evidence of Financing required under § 2.1, and shall be satisfied by the Developer within a time consistent with the Schedule of Performance or at such later time as the Housing Director may reasonably approve. Developer shall not order or implement any material changes in the Project Budget without the prior written approval of the Housing Director, which the Housing Director shall not unreasonably withhold or condition.

§ 4.4 Schedule of Performance

In addition to the Approved Plans, Developer shall obtain, or cause to be obtained, all additional approvals required for the development of the Site, including those specified herein, within the times specified in the Schedule of Performance (Attachment No. 3). The Developer shall begin and complete all demolition and construction within the times specified in the Schedule of Performance. The Schedule of Performance is subject to revision from time to time as approved in writing by the Housing Director and the Developer.

During periods of demolition and construction, the Developer shall submit to the City a written report of the progress of the construction when and as reasonably requested by the City. The report shall be in such form and detail as may be reasonably required by the City and shall include a number of construction photographs (if requested) taken since the last report by the Developer.

§ 4.5 Indemnification and Insurance

4.5.1 Indemnification

- a. Developer hereby agrees to, and hereby does, indemnify and hold harmless

the City and its elected officials, officers, employees, agents, consultants and attorneys (collectively "City Parties") and Trust Fund, Land Trust and End Recipient (collectively, "Trust Parties" and collectively with City Parties referred to herein as "Trust Fund and City Parties") and agrees to defend the Trust Fund and City Parties, from and against all liabilities, loss, damage, injury, judgments, costs and expenses, including reasonable attorney fees (collectively, "Claims"), in any manner arising (i) out of, or in connection with, Developer's or its agents' or employees' access over, or development, construction, or other activities upon, the Site, or any portion thereof, (ii) out of, or in connection with, the Site or any improvement thereon; (iii) out of, or in connection with, any claims by any person or entity relating to prevailing wages for work performed at or relating to the Site; or (iv) out of, or in connection with, any claims by any person or entity for relocation benefits of any nature relating to the Site. Notwithstanding the foregoing, Developer's indemnification of the Trust Fund and City Parties pursuant to this Section shall not extend or apply to any Claims arising out of the Trust Fund and City Parties' intentional misconduct or sole negligence.

b. If any of the Trust Parties and City receive notice of a Claim or otherwise have actual knowledge of a Claim, the applicable Trust Party or City shall promptly (1) inform Developer of such claim of which such Party has knowledge and (2) send to Developer a copy of all written materials such Party receives from the claimant relating to the Claim. Such written material shall consist of copies of any complaint, motion or other documents filed with any court, tribunal or other body before which a proceeding has been filed. Failure of the applicable Trust Party or City to so inform Developer or to provide materials shall not, however, waive, cause forfeiture of or limit the remedies available to any Trust Fund and City Party with respect to enforcement of its indemnification rights as stated herein, except to the extent such failure inhibits Developer from taking, or otherwise prejudices Developer's ability to take corrective action or otherwise defend such Claim.

c. Developer shall, immediately upon receipt of written notification of any Claim or demand, assume in full the responsibility for the defense of any Claim or demand and pay in connection therewith any loss, damage, deficiency, liability, obligation, cost or expense. In the event of any action or proceeding, in court, arbitration or otherwise, in connection with any Claim or demand, the applicable Trust Party or City, as applicable, shall have the option to either (i) have the applicable Trust Party or City, as applicable, assume the defense of any such action, all at Developer's cost with counsel mutually acceptable to Developer and Trust Party or City, as applicable, or (ii) have Developer assume the defense of any such action, all at Developer's own cost with counsel selected by Developer and reasonably acceptable to the applicable Trust Party or City, as applicable; provided that, with respect to Developer's defense of any such action, Developer shall fully and regularly inform the applicable Trust Party or City, as applicable, of the progress of the defense and any settlement discussions, and provided further that applicable Trust Party or City, as applicable, shall have the right to reasonably approve the course(s) of action taken by Developer with respect to any such action. In the event Developer's defense of any such action

results in a final decree or judgment, Developer shall immediately satisfy and discharge any final decree or judgment rendered therein.

d. The provisions of this Section shall remain in full force and effect as to the Site for a period of ten (10) years after the Certificate of Completion is issued for the Site.

4.5.2 Obligation to Maintain Insurance

At all times prior to the recordation of the Certificate of Completion for the Site, Developer shall, and shall cause any contractor in connection with the development of the Site, procure or shall have procured and continuously maintain such insurance policies as are required under this Section for the Site (individually an "Insurance Policy" and collectively the "Insurance Policies").

a. Insurance Policies. At all times prior to the recordation of the Certificate of Completion for the Site, Developer shall procure or cause to be procured and maintain or cause to be maintained in full force and effect the following Insurance Policies for the Site:

i. General Liability Insurance. At all times prior to the recordation of the Certificate of Completion for the subject Site, commercial general liability insurance, including supplementary coverage of Blanket Contractual Liability (specifically including Developer's indemnity obligations under this Agreement), Broad Form Property Damage, Personal Injury Liability with the "employee" and "contractual" exclusions deleted, Product and Completed Operations Liability, Fire Legal Liability, amended as necessary to comply with applicable governmental requirements. Such coverage shall insure on an occurrence basis against claims for "personal injury" and "property damage," including but not limited to bodily injury, death or property damage occurring upon, in or about Site, including construction and staging areas, or any adjoining sidewalks, streets and passageways. Such coverage shall take effect and afford protection on or prior to commencement of any construction on the Site. Such coverage shall have an initial minimum coverage limit per occurrence of not less than \$1,000,000 with respect to personal injury or death to any one or more persons or damage to property (i.e. combined single limit), and carry a deductible per occurrence of not more than \$25,000.

ii. Workers' Compensation Insurance. Workers' compensation insurance, to be carried by Developer, its general contractor, and all subcontractors and consultants, in an amount and form sufficient to meet all applicable governmental requirements, and employer's liability coverage to a limit of not less than \$1,000,000, with respect to personal injury or death to any one or more persons or damage to property. Such policies shall cover all persons providing labor or services to or on behalf of Developer, its general contractor, subcontractors or consultants and all risks to such persons arising out of construction, use or occupancy of the Site, repair of or entry onto the Site, prior to the recordation of the Certificate of Completion for the subject Site.

iii. Business Automobile Bodily Injury and Proper Damage Liability

Insurance. At all times prior to the recordation of the Certificate of Completion for the subject Site, Business Automobile Bodily Injury and Property Damage Liability extending to owned, non-owned and hired vehicles of Developer or its general contractor used in performance of Developer's obligations hereunder, amended as necessary to comply with applicable governmental requirements. Such coverage shall insure on an occurrence basis against claims for "personal injury" and "property damage," including but not limited to bodily injury, death or property damage occurring upon, in or about Site, including construction and staging areas, or any adjoining sidewalk, streets and passageways. Such coverage shall take effect and afford protection on or prior to commencement of any construction on the Site. Such coverage shall have an initial minimum coverage limit per occurrence of not less than \$1,000,000 with respect to personal injury or death to any one or more persons or damage to property (i.e. combined single limit), and carry a deductible per occurrence of not more than \$25,000.

b. Requirements Regarding Insurance. Each Insurance Policy required (or the particular Insurance Policies specified below) shall:

i. Be in form and substance as is then standard in the State for policies of like coverage;

ii. Be issued by insurance carriers qualified and licensed to engage in the insurance business in the State and having a current Policyholder's Management and Financial Size Category Rating of not less than "A:VII" according to A. M. Best's Insurance Reports Key Rating Guide or if such rating system shall cease, then of recognized financial responsibility reasonably approved by the City in writing;

iii. Provide coverage on an occurrence basis;

iv. Provide that the Insurance Policy cannot be canceled, suspended, lapsed or modified upon less than thirty (30) days' prior written notice by registered or certified mail to Trust Fund and City;

v. Unless otherwise waived by the City's Risk Manager, with respect to the Insurance Policy described in § 4.5.2(a)(i), name City and the City as an additional insured, as their interests appear, and provide that the coverage thereof is primary and non-contributory coverage with respect to any insurance maintained by an additional insured and unless otherwise waived by the Trust Fund, with respect to the Insurance Policy described in § 4.5.2(a)(i), name Trust Parties as an additional insured;

vi. Unless otherwise waived by the Trust Parties and Housing Director, with respect to the Insurance Policy described in § 4.5.2(a)(i) of this Agreement, contain either (i) a waiver by the insurer of the right of subrogation against Trust Parties, the City, Developer, and their respective board members, directors, officers, partners, members, employees, agents and

representatives or (ii) a statement that the insurance shall not be invalidated should any insured waive in writing its right of recovery or right of subrogation prior to occurrence of a loss covered by the Insurance Policy.

c. Delivery of Insurance Policies. Prior to commencement of any construction on the Site, and not less than thirty (30) days prior to the expiration date of each Insurance Policy required under § 4.5.2 of this Agreement, Developer shall cause to be delivered to the Trust Parties and City: (i) a complete certified copy of each such Insurance Policy or renewal or replacement Insurance Policy, provided, however, that delivery of a certificate of insurance shall be sufficient for purposes of this clause (i); (ii) satisfactory evidence of payment of the premium therefore; and (iii) a statement of noncancellation consistent with § 4.5.2 (b)(iv) of this Agreement. If Developer has not provided the Trust Parties or City, as applicable, with the foregoing proof of coverage and payment within ten (10) Business Days after receipt of written request therefore, Trust Fund and City may, in addition to any other available remedy, without obligation and without further inquiry as to whether such insurance is actually in force, obtain such an Insurance Policy and Developer shall reimburse Trust Party or City, as applicable, for the cost thereof upon demand.

d. Co-Insurer Liability. If on account of Developer's failure to comply with the provisions of this § 4.5.2, the applicable Trust Parties or City is adjudged to be a co-insurer by an insurance carrier, then any loss or damage it shall sustain by reason thereof shall be borne by Developer and Developer shall immediately pay the same upon receipt of written demand therefore and evidence of such loss or damage.

e. No Limit on Liability. None of the Trust Parties, City nor Developer makes any representation that the limits of liability specified for the Insurance Policies to be carried pursuant to this § 4.5.2 are adequate to protect Developer against its undertakings under this Agreement, or to protect any general contractor, any architect, any engineer or other consultant against their respective undertakings. In no event shall the limits of any coverage maintained or caused to be maintained limit the liability of any person under this Agreement or limit the liability of any general contractor, any architect, any engineer or other consultant under their respective contracts, warranties, guarantees and indemnitees. None of the Trust Parties nor City shall be limited to the amount of the insurance premium not paid in the proof of any damages it may claim against any person arising out of or by reason of failure of Developer, any general contractor, any architect, any engineer or other consultant to provide and keep in force the Insurance Policies required by this §4.5.2; but the Trust Parties and City shall instead be entitled to recover the full amount of damages available.

4.5.3 Environmental Indemnity

a. "Hazardous Substance," as used in this Agreement means any substance, material or waste which is or becomes regulated by the United States government, the State, or any local or other governmental authority, including, without limitation, any material, substance

or waste which is (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section. 25140, of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code; (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations,, Chapter 20; (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (iii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety.

b. Developer hereby represents and warrants that the development, construction and uses of the Site permitted under this Agreement (i) will comply with all applicable environmental laws; and (ii) do not require the presence of any Hazardous Substance on the Site, except for those customarily used in the ordinary course of business for such development, construction and use and provided those uses are in compliance with applicable law.

c. Developer represents that, except as disclosed to the Trust Fund and City in writing, it has not received any notice of (1) the happening of any event involving the spillage, discharge or cleanup of any Hazardous Substances affecting the Site or (2) any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting the Site ("Environmental Complaint") from any person or entity, including, without limitation, the United States Environmental Protection Agency ("EPA"). City represents that, except as disclosed to the Trust Fund and Developer in writing, it has not received any notice of (1) the happening of any event involving the spillage, discharge or cleanup of any Hazardous Substances affecting the Site or (2) any Environmental Complaint from any person or entity, including, without limitation, the EPA.

d. Without limitation of the Trust Parties' or City's rights under this Agreement, if Developer fails to remove or cause to be removed or dispose of or caused to be disposed of any Hazardous Substances covered under the Developer's indemnity obligation in this Section, or to take reasonable actions to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substances or any Environmental Complaint, upon

Developer's receipt of any notice from any person or entity, including without limitation, the EPA, asserting the existence of any such Hazardous Substances or Environmental Complaint on or pertaining to the Site which, if true, could result in an order, suit or other action against Developer or the City affecting any part of the Site by any governmental agency or otherwise which, in the reasonable judgment of the Trust Parties or City, could jeopardize the interests of the Trust Parties or City, as applicable, under this Agreement, then, after providing reasonable notice to Developer of the alleged failure by Developer under this subsection and providing Developer an opportunity to cure such alleged failure, the Trust Parties or City, as applicable, shall have the right, but not the obligation, to enter onto the Site or take such other actions as the Trust Parties or City, as applicable, deems necessary or advisable to do so; provided, that no such entry or other actions shall interfere with the work of Developer on the Site or Developer's operations thereon or with the use or occupancy of any portion of the Site by any tenant of the Site.

e. From the date of this Agreement, Developer hereby waives, releases and discharges individually and collectively the Trust Fund and City Parties from any and all present and future claims, demands, suits, legal and administrative proceedings, and from all liability for damages, losses, costs, liabilities, fees and expenses (including, without limitation, attorneys' fees) arising out of or in any way connected with the Developer's use, maintenance, ownership or operation of the Site, any Hazardous Substances on the Site, or the existence of Hazardous Substances contamination in any state on the Site, however the Hazardous Substances came to be placed there, except to the extent arising out of the misconduct or negligence of the Trust Fund and City Parties. Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

To the extent of the release set forth in this § 4.5.3, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

§ 4.6 Nondiscrimination During Construction

The Developer agrees for itself and its successors and assigns that in the demolition and construction of the improvements pursuant to this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law, and that the Developer will comply with all applicable local, state and federal fair employment laws and regulations.

§ 4.7 Local, State and Federal Laws

The construction of all improvements on the Site shall be in conformity with all applicable laws, including all applicable Federal and State labor standards.

§ 4.8 City and Other Governmental Agency Permits

Before commencement of demolition, construction or development of any buildings, structures or other works of improvement upon the Site or any portion thereof, and within the times prescribed therefore in the Schedule of Performance (Attachment No. 3), the Developer shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, approvals and permits which may be required by the City or any other governmental agency affected by such construction, development or work. It is understood that the Developer's obligation is to pay all necessary fees and to timely submit to the City final drawings with final corrections to obtain a building permit. The City shall provide all proper assistance to the Developer in securing these permits. The Developer shall be responsible for paying all environmental mitigation fees and permits, and all fees and charges of any kind required by the various departments of the City or other applicable government entity pursuant to law, in order to obtain any and all necessary permits or other entitlements.

§ 4.9 Land Use Requirements

It is the responsibility of Developer, without cost to Trust Parties or City, to ensure that zoning of the Site and all applicable City land use requirements will be such as to permit development or use of the Site and the use, operation and maintenance of the Site (and improvements thereon) in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Developer to any City permit or other City approval necessary for the development of the Site, or waive any applicable City requirements relating thereto. This Agreement does not (a) grant any land use entitlement to Developer, (b) supersede, nullify or amend any condition which may be imposed by the City in connection with approval of the development described herein, (c) guarantee to Developer or any other party any profits from the development of the Site, or (d) amend any City laws, codes or rules. This is not a Development Agreement as provided in Government Code Section 65865.

§ 4.10 City Not Responsible to Developer or Third Parties

City and Trust Parties neither undertake nor assume nor will have any responsibility or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the development of the Site, whether regarding the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the Site, any person furnishing the same, or otherwise. Developer and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection,

supervision, exercise of judgment or information supplied to Developer or to any third party by Trust Parties or City in connection with such matter is for the public purpose of redeveloping the Site, and neither Developer nor any third party is entitled to rely thereon. None of the Trust Parties nor City shall be responsible for any of the work of construction, improvement or development of the Site.

§ 4.11 Encumbrance; Mortgages

4.11.1 No Encumbrances except Mortgages, Deeds of Trust, Conveyances and Leases-Back or other Conveyance for Financing for Development

Notwithstanding § 1.3.4, mortgages, deeds of trust, conveyances and leases-back, and/or any other form of conveyance required for any reasonable method of financing are permitted solely on the Developer's leasehold interest in the Site prior to recordation of the Certificate of Completion for the Site, but solely for the purpose of securing loans of funds to be used only for financing, re-financing, or obtaining permanent financing for the acquisition of the Site or any portion thereof and the development of the Site or any portion thereof, and any other expenditures necessary and appropriate to develop the Site in accordance with this Agreement. Prior to the recordation of the Certificate of Completion for the Site, the Developer shall not enter into any such mortgage or deed of trust for the Site without the prior written approval of the End Recipient and City, which the End Recipient and City shall not unreasonably withhold or delay if the Developer submits evidence satisfactory to the City demonstrating that:

- a. The mortgage, deed of trust or other security instrument is consistent with the provisions of this Agreement;
- b. The mortgage, deed of trust or other security instrument expressly acknowledges that the rights of any holder or person acquiring title through or following foreclosure are subordinate and subject to the provisions of the Agreement Containing Covenants which is to be executed and recorded pursuant to this Agreement; and
- c. The proceeds thereof are to be used only for development of the Site in accordance with this Agreement. After the recordation of the Certificate of Completion for the subject Site, the Developer shall provide notice and a copy of any such mortgage or deed of trust demonstrating that (i) the mortgage, deed of trust or other security instrument is consistent with the provisions of this Agreement; and (ii) the mortgage, deed of trust or other security instrument expressly acknowledges that the rights of any holder or person acquiring title through or following foreclosure are subordinate and subject to the provisions of the Agreement Containing Covenants. The words "mortgage" and "deed of trust" as used herein includes all modes of financing real estate acquisition, construction, and land development.

The Parties consent to the recordation on the Site of a deed restriction or other instrument meeting the requirements of Section 214.18(a)(3)(A) of the Revenue and Taxation Code ("Code),

which shall be subordinate to and does not conflict with the Agreement Containing Covenants, and does not interfere with Developer's application for and acquisition of financing necessary to complete the Project. The Developer shall not place or allow to be placed on the Site or any part thereof or the improvements thereon, any mortgage, deed of trust, encumbrance or lien other than as provided in this § 4.11. The Developer shall remove or cause to be removed any levy or attachment made on the Site or any part thereof.

4.11.2 Holder Not Obligated to Construct Improvements

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement (the "Mortgagee") shall in no way be obligated by the provisions of this Agreement to construct or complete the construction of improvements on the Site, or to guarantee such construction to completion. Nothing in this Agreement shall be deemed or construed to permit, or authorize any such lender to devote the Site to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

4.11.3 Notice of Default to Trust Fund and Permitted Mortgagee; Right of Trust Fund and Permitted Mortgagee to Cure Defaults

Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the improvements on the Site, the City shall at the same time deliver a copy of such notice of demand to Trust Fund or End Recipient and any Mortgagee of record. Insofar as the rights of the City are concerned, the Trust Fund, End Recipient, and Mortgagee shall have the right at its option within ninety (90) days after the receipt of the notice, to cure or remedy, or commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien of its security interest. If such default shall be a default which can only be remedied or cured by such lender upon obtaining possession of the Site, and Mortgagee has elected to cure such default, the Mortgagee shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default within ninety (90) days after obtaining possession; provided that in the case of a default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced within such ninety- (90) day period, such Mortgagee shall have such additional time as reasonably necessary to remedy or cure such default with diligence and continuity, but shall cure such default in any event not later than one hundred eighty (180) days after receipt of notice of such default; and provided further that such Mortgagee shall not be required to remedy or cure any non-curable default of the Developer. Any Mortgagee who forecloses on its Mortgage, or is assigned or otherwise succeeds to Developer's rights under this Agreement, shall have the right to undertake or continue the construction or completion of the improvements on the Site upon execution of a written agreement with the City by which such Mortgagee or other entity expressly assumes the Developer's rights and obligations under this Agreement, approval of which agreement shall not be unreasonably withheld by City. Any such Mortgagee or other entity properly completing such improvements shall be entitled, upon written request made to the City, to a Certificate of Completion for the Site from the City.

4.11.4 Failure of Trust Fund and Permitted Mortgagee to Complete Improvements

In any case where, following notice and an opportunity to cure as provided in this Agreement, neither Developer, Trust Fund, End Recipient nor Mortgagee has cured a curable default under this Agreement, the City may terminate this Agreement and exercise all remedies hereunder.

4.11.5 Right of the City to Cure Defaults

In the event of a default or breach by the Developer of any Mortgage prior to the recordation of a Certificate of Completion for the Site, and the Mortgagee has not commenced to complete the development on the Site, the Trust Fund, End Recipient or City may cure the default prior to completion of any foreclosure. In such event, the Trust Fund, End Recipient or City, as applicable, shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the Trust Fund, End Recipient, or City, as applicable, in curing the default. The Trust Fund, End Recipient, or City, as applicable, shall also be entitled to a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subordinate and subject to Mortgages.

4.11.6 Right of the City to Satisfy Other Liens on the Site After Close of Escrow

Prior to the recordation of a Certificate of Completion for the Site, and after the Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Site (or any portion thereof), the Trust Fund, End Recipient and City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require the Developer to pay or make provisions for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site (or any portion thereof) to forfeiture or sale. Notwithstanding the foregoing, Developer shall be liable to the Trust Fund and End Recipient for any and all property taxes assessed to the Trust Fund and/or End Recipient under Section 214.18(d) of the Code if the Site is not developed or rehabilitated, or if the development or rehabilitation is not in the course of construction, within five years of the lien date following the acquisition of the Site by the Trust Fund or End Recipient and in accordance with Section 214(a)(1) of the Code.

§ 4.12 Certificate of Completion

4.12.1 Promptly after completion of all development to be completed for the Site pursuant to this Agreement, as reasonably determined by the City, the City shall furnish the Developer with a Certificate of Completion for the Site upon written request therefore by the Developer. Such Certificate of Completion shall be, and shall state that it is, a conclusive determination of satisfactory completion of the development of the Site required by this Agreement, and shall be in such form as to permit it to be recorded in the Office of the Recorder of Ventura County. The Certificate of Completion shall not constitute a determination of satisfactory compliance with any other provision of this Agreement.

4.12.2 If the City refuses or fails to furnish a Certificate of Completion for the Site after written request from the Developer, the City shall, within thirty (30) days of the written request, provide the Developer with a written statement which explains in reasonable detail the reason(s) the City refused or failed to furnish a Certificate of Completion. The statement shall also contain the City's specific recommendation of the action the Developer must take to obtain a Certificate of Completion for the Site; provided, however, that the statement need not include technical information or instructions.

4.12.3 If the reason for such refusal is confined to the immediate availability of specific items of materials for landscaping, the City will issue its Certificate of Completion for the Site upon the posting of a bond, first approved by the City as to form and substance, by the Developer with the City in an amount representing a fair value of the work not yet completed.

4.12.4 The Certificate of Completion for the Site shall not constitute evidence of compliance with, or satisfaction of, any obligation of the Developer toward any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, nor any part thereof for the Site. No such Certificate of Completion is a notice of completion as referred to in Section 3093 of the California Civil Code. The Certificate of Completion in no ways binds the City or affects any rights or obligations of the City.

ARTICLE 5. USE OF THE SITE

§ 5.1 Uses

Developer hereby covenants and agrees on behalf of itself and any successors and assigns in the Site or any portion thereof or any improvements thereon or any interest therein that Developer, such successors and assigns shall:

a. Develop the Site solely in accordance with this Agreement, the Agreement Containing Covenants, and Approved Plans and additional approvals by the City.

b. Comply with the following standards:

i. Oxnard City Code Compliance Neither the Site nor any part of it shall be used and no building or other improvements shall be constructed, maintained, or used for any purposes other than that which is allowed by the Oxnard City Code and development permits, if any, issued therefore.

ii. Prohibited Operations and Nuisances No use or operation will be made, conducted or permitted on or with respect to all or any part of the Site, which use or operation is obnoxious to or out of harmony with the development, including, but not limited to, the following:

A) Any public or private nuisance (as defined in California Civil Code

section 3479) connected with business operations conducted on the Site;

- B) Any obnoxious odor;
- C) Any noxious, toxic or caustic, or corrosive fuel or gas;
- D) Any dust, dirt or particulate matter in excessive quantities;
- E) Any unusual fire, explosion, or other damaging or dangerous hazard;
- F) Any warehouse, other than that which is incidental to the primary commercial use or business operation, and any assembly, manufacturing, distillation, refining, smelting, agriculture, or mining operation;
- G) Any pawn shop;
- H) Any adult business or facility as defined and regulated in the Oxnard City Code. Such uses include, without limitation, massage establishments, adult news racks, adult bookstores, adult motion picture theaters, adult motion picture production or editing facilities, and paraphernalia businesses; and
- I) Any gun shop or retail sales operation for which the main commercial use or business operation is the sale of guns.

c. Maintain the Site, or cause the Site to be maintained, in accordance with §5.2 of this Agreement.

d. Pay when due all real estate taxes and assessments assessed and levied on the Site and any improvements thereon and refrain from appealing, challenging or contesting in any manner the validity or amount of any tax assessment, encumbrance or lien on the Site unless such appeal, challenge or contest is being made in good faith, pursued diligently and adequate security has been provided to the Trust Fund, End Recipient, and City in the event of an adverse determination; provided, however, that such prohibition shall not apply to an appeal, challenge or contesting of an erroneous initial assessment for property tax purposes of the Site in the fiscal year of the completion of the improvements to be constructed and/or renovated pursuant to this Agreement.

e. Not discriminate upon the basis of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any improvements erected or to be erected thereon, or any part thereof.

f. Include in all leases and subleases appropriate provisions requiring all lessees and sublessees to comply with and be bound by the §§ 5.1 to 5.4 of this Agreement and the Agreement Containing Covenants.

g. Continue to perform all ongoing obligations of Developer under this Agreement.

§ 5.2 Maintenance of the Site

5.2.1 Except for public improvements dedicated to the City for which Developer has no maintenance obligations under the City entitlement process, Developer shall maintain, repair and operate the Site and all improvements constructed or to be constructed thereon (including landscaping, lighting and signage), or cause the Site and all such improvements to be maintained, in a first quality condition, free of debris, waste and graffiti, and in compliance with the terms of the Oxnard City Code, and the following:

a. All improvements on the Site shall be maintained in good condition in accordance with the custom and practice generally applicable to comparable first quality office and retail centers or rental developments in Ventura County, and in conformance and compliance with all plans, drawings and related documents approved by the City pursuant to this Agreement, all conditions of approval of land use entitlements adopted by the City, including painting and cleaning of all exterior surfaces of all private improvements, and notwithstanding anything to the contrary in § 5.2.1(b), below, public improvements only to the extent that the Site includes public right-of-way; provided that nothing in this paragraph relieves or excuses compliance by any Party with applicable law concerning maintenance of property.

b. Clean-up maintenance shall include, without limitation, maintenance of all sidewalks, paths and other paved areas in a clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping; clearance and cleaning of all areas maintained prior to the end of each day on which maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

5.2.2 If the City gives written notice to Developer that the maintenance or condition of the Site or any portion thereof or any improvements thereon does not comply with this Agreement and such notice describes the deficiencies, Developer shall correct, remedy or cure the deficiency within thirty (30) days following the submission of such notice, unless the notice states that the deficiency is an urgent matter relating to public health and safety in which case Developer shall cure the deficiency with all due diligence and shall complete the cure at the earliest possible time but in no event more than six (6) days following the submission of the notice. In the event Developer fails to maintain the Site or any portion thereof or any improvements thereon in

accordance with this Agreement and fails to cure any deficiencies within the applicable period described above, the Trust Fund and City shall have, in addition to any other rights and remedies hereunder, the right to maintain the Site and the improvements thereon, or portion thereof, or to contract for the correction of any deficiencies, and Developer shall be responsible for payment of all such costs reasonably incurred by the Trust Fund or City, as applicable.

5.2.3 The Developer shall not use or permit the use of the Site in violation of applicable zoning laws as they now exist or as they may hereafter be amended from time to time.

§ 5.3 Obligation to Refrain from Discrimination

Developer hereby covenants and agrees on behalf of itself and any successors and assigns in the Site or any portion thereof or any improvements thereon or any interest therein, that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, and the Developer (itself or any person claiming under or through it) shall not establish or permit any such practice or practices of discrimination, or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site, or any portion thereof.

§ 5.4 Form of Nondiscrimination and Nonsegregation Clauses

The Developer shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this

lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him 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, sublessees, subtenants or vendees in the land herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, or any other status protected by law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

§ 5.5 Effect and Duration of Covenants

The covenants established in this Agreement, shall, without regard to technical classification and designation, be binding on the Developer and any successor in interest to the Site, or any portion thereof, or any interest therein, or any improvements thereon, for the benefit and in favor of the Trust Fund, End Recipient, City and their successors and assigns. The covenants against discrimination shall remain in perpetuity. All other Covenants shall cease and terminate on the dates specified in the Agreement Containing Covenants.

ARTICLE 6. DEFAULTS, REMEDIES AND TERMINATION

§ 6.1 Defaults – General

6.1.1 Subject to the extensions of time set forth in § 7.7, failure or delay by any Party to perform any term or provision of this Agreement, after written notice and opportunity to cure as provided in this Section or other relevant section of this Agreement, constitutes a default under this Agreement. The Party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

6.1.2 The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and remedies shall

not deprive that Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.1.3 If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured Party shall give the Party in default written notice of such default. The Party in default shall have a period of ten (10) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured Party.

6.1.4 If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured Party shall give the Party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, the Party in default shall have such period to effect a cure prior to exercise of remedies by the injured Party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the Party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured Party. In no event shall the injured Party be precluded from exercising remedies if the non-monetary event of default is not cured within one hundred and twenty (120) days, or the injured Party's rights under this Agreement becomes or is about to become materially jeopardized by any failure to cure a default.

6.1.5 Any notice of default that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice of default that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice of default that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

§ 6.2 Remedies and Rights of Termination

6.2.1 Termination by Trust Fund and City

Subject to the right to cure under this Agreement, prior to the City's recordation of the Certificate of Completion, the Trust Fund or City may, at its option, terminate this Agreement in the event that Developer violates this Agreement by doing any of the following:

- a. There is a change in ownership or control of Developer in violation of this Agreement.
- b. The Developer (or any successor in interest) assigns or purports to assign this Agreement or any right therein, or in the Site, or any portion thereof, or the underlying real estate of the Site, or any of the improvements thereon in violation of this Agreement; or

c. The Developer fails to submit the certificates of insurance, Evidence of Financing, plans, drawings, and related documents and any other documents required by this Agreement for any portion of the Site by the dates provided in this Agreement and the Schedule of Performance (Attachment No. 3) therefore; or

d. The Developer defaults in performances of Developer's obligations under this Agreement pursuant to § 6.1 and all notice and cure periods have expired.

Subject to the right of Trust Fund and any Mortgagee to cure any default as permitted under § 4.11, if any default or failure referred to in this § 6.2.1 is not cured by Developer within the cure period specified in § 6.1, then this Agreement and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising there from, shall at the option of the City or Trust Fund, be terminated by the City or Trust Fund by five (5) days' prior written notice to the other Parties, provided such default or failure is not cured prior to the effective date of such termination. In the event the Trust Fund or City terminates this Agreement pursuant to this § 6.2.1, the Trust Fund or City may pursue any legal and/or equitable rights and/or remedies it may have against Developer, including, but not limited to, damages, specific performance, declaratory relief, and any other legal and equitable remedies, except that Developer shall continue to be responsible for and shall indemnify Trust Fund and City against the items set forth in §§ 4.3, 4.4 and 4.5.

6.2.2 Automatic Termination

In the event, the conditions precedent to the transfer of the Site under the Donation Agreement have not occurred prior to April 30, 2025, this Agreement shall automatically terminate and be of no further force and effect. Upon such occurrence, the Parties agree to cooperate in the termination of this Agreement.

6.2.3 Termination by Developer

If, prior to the City's recordation of the Certificate of Completion, the City breaches this Agreement in any material respect, and such breach is not cured by City within the cure period specified in § 6.1, then this Agreement and any rights of the City in this Agreement, or arising there from, shall at the option of the Developer and with the consent of the Trust Fund, be terminated by written notice thereof to the City.

In the event Developer terminates this Agreement pursuant to this § 6.2.2 because of a City breach, Developer may pursue any legal and/or equitable rights and/or remedies it may have against City, including, but not limited to, damages, specific performance, declaratory relief, and any other legal and equitable remedies, except that Developer shall continue to be responsible for and shall indemnify City against the items set forth in §§ 4.3, 4.4 and 4.5.

§ 6.3 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Development

The City is deemed the beneficiary of the terms and provisions of this Agreement and the covenants running with the land, both for and in its own right and for the purpose of protecting the interests of the community. The Agreement and the covenants shall run in favor of the City without regard to whether the City has been, remains or is an owner of any interest in the Site or any portion thereof. The City shall have the right if any covenants or other provisions of this Agreement or the Agreement Containing Covenants are breached to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it is entitled.

§ 6.4 Institution of Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Ventura, State of California or in the United States District Court for the Central District of California.

§ 6.5 Acceptance of Service of Process

6.5.1 In the event that any legal action is commenced by Trust Fund and/or Developer against City, service of process on City shall be made by personal service upon the Oxnard City Clerk, or in such other manner as may be provided by law.

6.5.2 In the event that any legal action is commenced by City against Developer and/or Trust Fund, service of process on Developer and/or Trust Fund shall be made by personal service upon Developer and/or Trust Fund (or upon a member of Developer and/or Trust Fund) and shall be valid whether made within or without the State, or in such manner as may be provided by law.

§ 6.6 Attorney's Fees

In the event of any dispute, legal proceeding or arbitration between the Parties hereto arising out of or relating to this Agreement or its breach, whether for interpretation, enforcement or otherwise, the prevailing Party(ies) shall be entitled to recover all reasonable fees, costs and expenses, including but not limited to reasonable attorneys' and expert witness fees, incurred in connection with such dispute, legal proceeding or arbitration, with any counterclaims or cross-complaints, with any appeals, and with any proceeding to establish and recover such costs and expenses, in such amount as the court deems reasonable. This provision shall also apply to any post judgment action by any Party, including without limitation efforts to enforce a judgment.

§ 6.7 Severability

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

ARTICLE 7. GENERAL PROVISIONS

§ 7.1 Notices, Demands and Communications Between City and Developer

Formal notices, demands and communications between the Parties shall be deemed sufficiently given if dispatched by first class mail, registered or certified mail, postage prepaid, return receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), to the addresses of the Parties as set forth in § 1.3. Such written notices, demands and communications may be sent in the same manner to such other addresses as any Party may from time to time designate by mail. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its receipt within regular business hours of regular Business Days; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

§ 7.2 Nonliability of Officials and Employees of City and Trust Fund

No member, official or employee of the Trust Fund, End Recipient, or City shall be personally liable to the Developer, or any successor in interest, in the event of a default or breach by the Trust Fund, End Recipient or City, or for any amount which may become due to the Developer or any of its successors, or on any obligation under the terms of this Agreement. Except for derivative liability that may arise by operation of law, no member, officer, manager, director, shareholder, or employee of Developer shall be personally liable to the Trust Fund, End Recipient or City in the event of any default or breach by Developer, or for any amount which may become due to the Trust Fund, End Recipient or City, or on any obligation under the terms of this Agreement. Except for derivative liability that may arise by operation of law, no member, officer, manager, director, shareholder, or employee of Trust Fund or End Recipient shall be personally liable to the City in the event of a default or breach by Trust Fund or End Recipient, or for any amount which may become due to the City, or on any obligation under the terms of this Agreement.

§ 7.3 Remedies Not Exclusive and Waivers

No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in or by

statute or otherwise, and the election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

§ 7.4 Time of the Essence

Time is of the essence in this Agreement.

§ 7.5 Warranties

7.5.1 Developer's Warranties

The Developer hereby represents the following to Trust Fund and City for the purpose of inducing Trust Fund and City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

a. The Developer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Developer is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

b. All requisite action has been taken by the Developer and all requisite consents have been obtained in connection with the entering into this Agreement and the instruments and documents referenced herein to which the Developer is a party, and the same comply with all applicable laws, statutes, ordinances, rules and governmental regulations.

c. This Agreement is duly executed by the Developer, and all agreements, instruments and documents to be executed by the Developer pursuant to this Agreement shall, at such time as they are required to be executed hereunder, be duly executed by the Developer, and each such agreement is, or shall be at such time as it is required to be executed hereunder, valid and legally binding upon the Developer and enforceable in accordance with its terms and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Developer is a party.

d. There is no pending or threatened suit, litigation, proceeding or investigation which, in the reasonable opinion of the Developer, would, if decided adversely to the Developer, have a material adverse effect on the financial condition of the Developer and Developer's ability to fully perform its obligations under this Agreement.

7.5.2 Trust Fund's Warranties

The Trust Fund hereby represents the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

a. The Trust Fund has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Trust Fund is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

b. All requisite action has been taken by the Trust Fund and all requisite consents have been obtained in connection with the entering into this Agreement and the instruments and documents referenced herein to which the Trust Fund is a party, and the same comply with all applicable laws, statutes, ordinances, rules and governmental regulations.

c. This Agreement is duly executed by the Trust Fund, and all agreements, instruments and documents to be executed by the Trust Fund pursuant to this Agreement shall, at such time as they are required to be executed hereunder, be duly executed by the Trust Fund, and each such agreement is, or shall be at such time as it is required to be executed hereunder, valid and legally binding upon the Trust Fund and enforceable in accordance with its terms and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Trust Fund is a party.

d. There is no pending or threatened suit, litigation, proceeding or investigation which, in the reasonable opinion of the Trust Fund, would, if decided adversely to the Trust Fund, have a material adverse effect on the financial condition of the Trust Fund and Trust Fund's ability to fully perform its obligations under this Agreement.

§ 7.6 Modification of Agreement

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by all Parties.

§ 7.7 Enforced Delay

In addition to specific provisions of this Agreement, performance of any provision contained in this Agreement by any Party hereunder (including, without limitation, all Attachments and exhibits hereto) shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, unusually severe weather, inability to secure necessary labor, materials or tools, substantial financial and economic factors that render the Site infeasible to develop, delays of any contractor, subcontractor or suppliers, acts of another Party or any third party not under the control of the acting Party, delays arising from any litigation challenging the validity of this Agreement, changed or unknown site conditions, or acts or failure to act of the City or any other public or governmental agency or entity (except that an act or failure

to act of the City shall not excuse performance by the City). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Parties.

§ 7.8 Conflict of Interest

To the extent prohibited by law, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

§ 7.9 Warranty Against Payment of Consideration for Agreement; Developer Donation

Except as provided in this Agreement, the Trust Fund and Developer warrant that they have not paid or given, and will not pay or give, any person any money or other consideration for obtaining this Agreement. Notwithstanding, Developer agrees to make a donation to Trust Fund in the amount of \$25,000 within fifteen (15) business days of the acquisition of the Site by Trust Fund.

§ 7.10 Inspection of Books and Records

Solely as necessary to the purposes of this Agreement, the City or its accountant, auditor, or experienced, reputable consultant shall have the right at all reasonable times to inspect the books, records, and/or other documents of the Developer pertaining to the Site and/or the project which is the subject of this Agreement. City shall keep the information obtained through such inspections confidential to the extent permissible by law.

§ 7.11 Relationship of the Parties

Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or any other relationship between the Parties other than as specified in the provisions contained herein, or cause the City to be responsible in any way for the debts or obligations of Trust Fund, Developer or any other party. The Trust Fund and Developer agree to indemnify, hold harmless and defend the City Parties from any claim made against the City Parties arising from a claimed relationship of partnership or joint venture between City, Trust Fund and Developer with respect to the development, operation, maintenance or management of the Site or improvements thereon.

§ 7.12 Interpretation of Agreement

7.12.1 The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it, and instead other rules of interpretation and construction shall be utilized.

7.12.2 If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the City and Developer that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

7.12.3 The captions of the articles, sections, and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

7.12.4 References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) shall mean, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

7.12.5 As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

7.12.6 Except as otherwise expressly provided in this Agreement, approvals or consents required of the Parties in this Agreement shall not be unreasonably withheld or delayed. All approvals or consents shall be in writing. Failure by either Party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval, and failure by any

Party to disapprove a matter within the time provided for approval of the matter shall be deemed an approval.

§ 7.13 Further Assurances

Parties agree to reasonably cooperate with each other to accomplish the purposes of this Agreement, and hereby agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Agreement.

§ 7.14 Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted heirs, legal representatives, successors and assigns.

§ 7.15 Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

§ 7.16 Counterparts

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages of one or more counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Agreement, which, with all attached signature pages, shall be deemed to be an original Agreement.

§ 7.17 Approvals

Unless otherwise specified, any provision herein which requires "City approval" refers to the approval of the Housing Director, or, upon referral or appeal to the City, the approval of the City Council.

§ 7.18 Estoppel Certificates

Parties agree to reasonably cooperate with each other to accomplish the purposes of this Agreement, and hereby agree to provide estoppel certificate(s) to the other Party as may be reasonably necessary to further the purposes of this Agreement.

§ 7.19 No Merger

There shall be no merger of this Agreement or the Agreement Containing Covenants.

ARTICLE 8. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement constitutes the entire understanding and agreement of the Parties. 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 hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Parties, and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties.

This Agreement is entered into by all Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary.

ARTICLE 9. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Developer and Trust Fund and delivered to the City, must be authorized, executed and delivered by the City within forty-five (45) calendar days after execution and delivery to the City by the Developer and Trust Fund, or this Agreement may be withdrawn by the Developer and/or Trust Fund on written notice to the City.

The City's City Manager or designee is authorized to execute all approvals, documents and agreements necessary and appropriate to implement the Agreement and to agree to minor modifications to the Agreement necessary to implement the transaction contemplated by the Agreement, including non-material changes requested by lender(s) providing loans for development of the Site.

ARTICLE 10. EFFECTIVE DATE OF THIS AGREEMENT

The date of this Agreement shall be the date when this Agreement shall have been signed by the City.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

"City"

CITY OF OXNARD

By: _____
John C. Zaragoza, Mayor

Date: _____

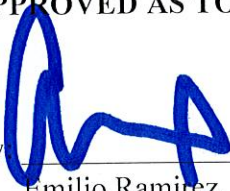
ATTEST:

By: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

APPROVED AS TO CONTENT:

By:  _____
Emilio Ramirez, Housing Director

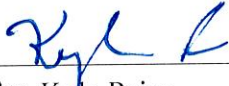
"Trust Fund"

HOUSING TRUST FUND VENTURA
COUNTY, a California nonprofit public
benefit corporation

By: _____
Linda Braunschweiger
Its: CEO

"Developer"

CDP DEVELOPERS, LLC, a California
limited liability company

 _____
By: Kyle Paine
Its: Managing Member

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

"City"

CITY OF OXNARD

By: _____
John C. Zaragoza, Mayor

Date: _____

ATTEST:

By: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

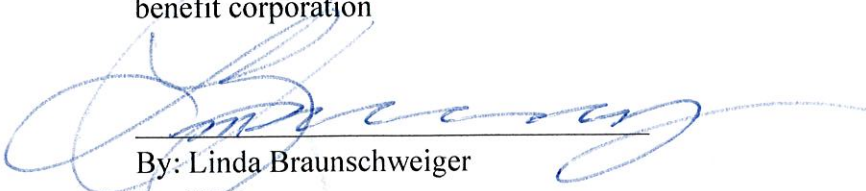
By: _____
Stephen Fischer, City Attorney

APPROVED AS TO CONTENT:

By: _____
Emilio Ramirez, Housing Director

"Trust Fund"

HOUSING TRUST FUND VENTURA
COUNTY, a California nonprofit public
benefit corporation


By: Linda Braunschweiger
Its: CEO

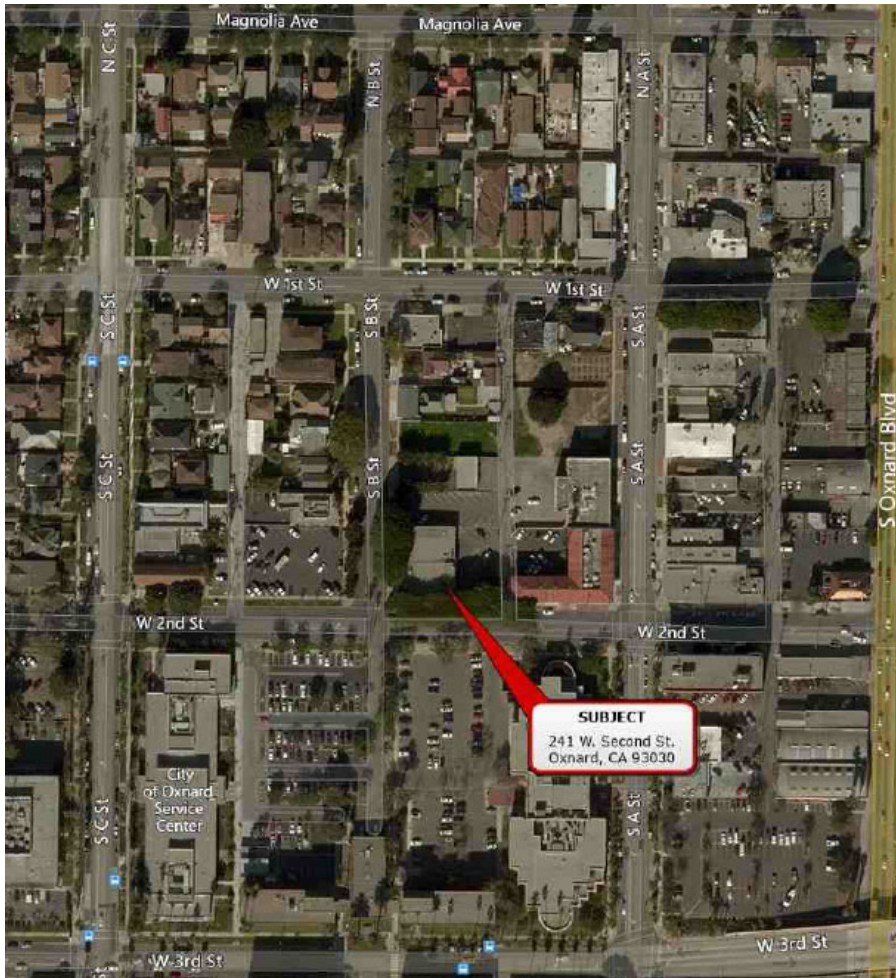
"Developer"

CDP DEVELOPERS, LLC, a California
limited liability company

By: _____
Its: Managing Member

Attachment No. 1

Site Map



Attachment No. 2**Legal Description of the Site**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 9, 10 AND 11 OF BLOCK 12, AS SHOWN ON A MAP OF THE NORTH ADDITION TO THE TOWN OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 5, PAGE 7, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID ASSOCIATED SOUTHERN INVESTMENT COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN DEED FROM ASSOCIATED SOUTHERN INVESTMENT COMPANY TO THE CITY OF OXNARD, DATED JUNE 20, 1974 AND RECORDED JUNE 28, 1974, IN BOOK 4281, PAGE 515 OF OFFICIAL RECORDS.

APN: 202-0-054-075 AND 080

Attachment No. 3

Schedule of Performance

2020 Milestone

Receive Design Development Review (DDR) and Lot Line Adjustment (LLA), Density Bonus and Special Use Permit Entitlements

2021

January – Receive Conditional Project Based Voucher Approval

January - Submit No Place Like Home (NPLH) Application to the California Department of Housing and Community Development (HCD)

March – Receive City Funding Commitment

June - Receive NPLH Award

August - Submit 4% Tax Credit Allocation Committee (TCAC) Application

October - Receive 4% Allocation and Execute the Donation Agreement

2022

April - Close on Construction Financing

April – Execute Ground Lease Concurrently with Close on Construction Financing

April –Close on Donation Agreement Concurrently with Close of Construction Financing

April - Begin Construction

2023

July - Construction Completion

November - Lease-Up Completion of Permanent Supportive Housing Units

Financing and Ground Lease – If the Developer is unable to close on construction financing and successfully negotiate a ground lease by April 2022 with the End Recipient, then Developer must close on construction financing and successfully negotiate a ground lease with the End Recipient by no later than April 30, 2025 or this agreement will automatically terminate in accordance with section 6.2.2 of the DDA.

Attachment No. 4
Donation Agreement

DONATION AGREEMENT

This Donation Agreement (this “**Agreement**”), dated as of _____, 20__ (the “**Effective Date**”), is entered into by and between the CITY OF OXNARD, a municipal corporation (“**Donor**”), and HOUSING TRUST FUND VENTURA COUNTY, a California nonprofit public benefit corporation (“**Donee**”).

1. Donation

Donor hereby agrees to donate to Donee, and Donee hereby agrees to accept from Donor, subject to the terms, covenants and conditions set forth herein, all of the following property:

(a) That certain real property located in the County of Ventura, State of California, identified as Assessor’s Parcel Numbers 202-0-054-075 and 202-0-054-080, and legally described in Exhibit A (hereafter the “**Land**”);

(b) The buildings, structures and improvements erected or located on the Land (collectively, the “**Improvements**,” and together with the Land, collectively, the “**Premises**”);

The Land and the Premises are herein collectively referred to as the “**Property.**”

2. Donation; Escrow

2.1. Donation. The Donor will donate the Property, as more fully described in Exhibit A, which is attached hereto and incorporated by this reference, to Donee at no cost to Donee.

2.2. Escrow. Escrow shall be opened (the “**Escrow**”) with [*Escrow Officer name*] at [*address*] (the “**Escrow Holder**”). Within two (2) business days following the Effective Date, Donor shall deliver a copy of this Agreement to Escrow Holder. Donee and Donor will execute joint escrow instructions consistent with the terms of this Agreement (the “**Escrow Instructions**”).

2.3. Intentionally Omitted.

2.4. As-Is Condition of Premises. Donee hereby accepts the Premises on an “AS IS WITH ALL FAULTS” basis, in its existing condition and with all faults, and assumes the risk of any and all latent or patent defects in the condition of the Premises. Donee is not relying on any representation, warranty, covenant or agreement of any kind whatsoever, express or implied, from Donor or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Property and/or any Improvements located thereon, including without limitation: (i) the quality, nature, adequacy or physical condition and aspects of the Premises and/or any Improvements located thereon; (ii) the quality, nature, adequacy and physical condition of soils, geology and groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities services or roadways serving the Premises and/or any Improvements located thereon; (iv) the development potential of the Premises, and the use, habitability, value or adequacy of the Premises and/or any Improvements located thereon for any

particular purpose; (v) the zoning of other legal status or entitlement or lack thereof of the Premises and/or any Improvements located thereon with any applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of any governmental entity or of any other person or entity; (vi) the presence of any underground storage tank or hazardous materials on, under or about the Premises or the adjoining or neighboring property; (vii) roads and access; (viii) the economics of the operation of the Premises and/or any Improvements located thereon.

2.5. Donee's Assumption of Risk. If Donee accepts the Property pursuant to this Agreement, Donee represents and warrants that prior to such acceptance, Donee has had the opportunity to perform all investigations of the Premises that Donee deems to be necessary or appropriate, including: (i) soils and environmental investigations; (ii) zoning, utilities and drainage investigations; (iii) physical site inspections and investigations; (iv) a thorough review of all entitlements and materials relating to the potential development of the Premises; (v) market and economic feasibility investigations; and (vi) information regarding public agencies or authorities having jurisdiction over the Premises, as necessary. Donee acknowledges that it has satisfied itself as to the suitability, feasibility and all other matters relating to the Premises based solely on its own investigations and analyses and not in reliance on the accuracy or completeness of any information provided by Donor or any of its agents, consultants or contractors.

2.6 Title.

(a) As of the Closing Date, Donee represents and warrants that it has reviewed and approves all matters relating to the title to the Property, including the following matters:

(i) All matters disclosed by that certain preliminary title report dated [_____] , issued by [_____] Title Company, a copy of which is attached hereto as Exhibit A. Donee may obtain, at Donee's sole cost and expense, an ALTA survey of the Property, in form sufficient to satisfy the requirements of [_____] Title Company for the issuance of an ALTA owner's policy of title insurance, and a copy of which, as well as copies of any updates thereof or supplements thereto, shall be provided by Donee to Donor promptly upon Donee's receipt thereof.

(ii) All matters relating to any governmental and other legal requirements relating to the Property, such as taxes, assessments, zoning and building codes.

(iii) The physical condition of the Property, including all physical and functional aspects of the Property, and including an investigation as to the presence of hazardous materials on or under the Property and the compliance of the Property with all hazardous materials laws.

(b) Within five (5) days of the Effective Date, Donor agrees to deliver to Donee a Phase I Environmental Site Assessment Report, A.L.T.A./N.S.P Land Title Survey, Appraisal of Real Property and any other environmental reports or assessments in the City's possession.

(c) Donee shall have the right to record on the Property a deed restriction or other instrument meeting the requirements of Section 214.18(a)(3)(A) of the Revenue and Taxation Code ("**Section 214.18 Instrument**") in a form reasonably acceptable to Donor, so long as such

Section 214.18 Instrument is subordinate to and does not conflict with the Agreement Containing Covenants, and does not interfere with Developer's application for and acquisition of financing necessary to complete the Project as described in Section 3.1 of the DDA.

2.7. Release and Indemnity

(a) Effective as of Closing, Donee waives its right to recover from Donor and forever releases, covenants not to sue and discharges the Donor and related parties from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property, including, but not limited to, the presence of any hazardous materials on, in, under or about the Property, except for any liability of Donor for any breach of any representation or warranty set forth in Section 2.8 below.

(b) Effective as of Closing, Donee shall indemnify, defend and hold Donor harmless from and against any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expense or costs whatsoever arising from, relating to, or occasioned in any way by the physical condition of the Property, including, but not limited to, the presence of any hazardous materials on, in, under or about the Property occurring on or after Donee's ownership of the Property, except for any liability of Donor for any breach of any representation or warranty set forth in Section 2.8 below.

(c) The release and indemnity set forth in Sections 2.7(a) and 2.7(b) above, includes claims, liabilities and other matters of which Donee is presently unaware or which Donee does not presently suspect to exist which, if known by Donee, would materially affect Donee's willingness to enter into the release and indemnification of the Donor. In this connection and to the fullest extent permitted by law, Donee hereby agrees, represents and warrants that Donee understands and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Donee further agrees, represents and warrants that the release and indemnification set forth in Sections 2.7(a) and 2.7(b) have been negotiated and agreed upon in light of that realization and that Donee nevertheless hereby intends to release, discharge and acquit Donor and related parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses, except for any liability of Donor for any breach of any representation or warranty set forth in Section 2.8 below.

(d) The provisions of this Section 2.7 shall survive the Closing.

California Civil Code Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR

HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

By initialing this paragraph, Donee acknowledges that it has read, is familiar with, and waives the provisions of California Civil Code § 1542 set forth above, and agrees to all of the provisions of Section 2.7 above.

Donee's Initials: _____

2.8. Representations and Warranties of Donor. Donor represents and warrants to Donee as follows:

(a) Donor has the power and authority to enter into this Agreement and convey the Property to Donee and to execute and deliver the other documents referred to herein and to perform hereunder and thereunder on behalf of Donor. This Agreement has been duly authorized, executed and delivered by Donor.

(b) Donor does not have knowledge of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency which could detrimentally affect the use, operation or value of the Property.

(c) Donor does not have knowledge of any disputes with regard to the location of any fence or other monument of the Property's boundary nor any claims or actions involving the location of any fence or boundary.

(d) To the best of Donor's knowledge, Donor does not have knowledge of any litigation pending or threatened against Donor or any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property or the ability of Donor to perform its obligations under this Agreement.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, nor the compliance with the terms and conditions hereof will violate, in any material respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Donor is subject.

(f) Donor has not granted to any third person an option to acquire all or any portion of the Property.

2.9. Representations and Warranties of Donee. Donee represents and warrants to Donor as follows:

(a) Donee has the power and authority to enter into this Agreement and to execute and deliver the documents referred to herein and to perform hereunder and thereunder on behalf of Donee. This Agreement has been duly authorized, executed and delivered by Donee.

(b) Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated by this Agreement, nor the compliance with the terms and conditions hereof will violate, in any material respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Donee is subject.

(c) Donee shall comply with all obligations imposed upon Donee under that certain Disposition and Development Agreement of even date herewith (the “**DDA**”) by and among Donee, Donor, and CDP Developers, LLC, a California limited liability company (“**Developer**”), including but not limited: (i) to Donee’s obligation to enter into an Agreement Containing Covenants in favor of Donor as more particularly described in the DDA, which shall be delivered by Donee at Closing and recorded concurrently with the Deed as set forth in Section 4.5, below; and (ii) Donee’s obligation to ground lease the Property to Developer as more particularly set forth in the DDA.

3. Conditions to Closing

3.1. Donee’s Closing Conditions. All obligations of Donee under this Agreement are, before or at the Closing, subject to each of the following conditions precedent (“**Donee’s Closing Conditions**”). Donee’s Closing Conditions are solely for Donee’s benefit and any or all of Donee’s Closing Conditions may be waived in writing by Donee in whole or in part without prior notice.

3.1.1. Title. On the Closing Date, Donor shall convey to Donee through Escrow Holder marketable fee simple title to the Property by execution and delivery of the Deed free and clear of all liens except: (i) any lien for current taxes and assessments not yet due or payable, or taxes and assessments accruing subsequent to recordation of the Deed; (ii) any liens, encumbrances, clouds, conditions, or exceptions arising due in whole or in part to the actions of Donee; and (iii) the exceptions shown on the Donee’s Proforma Title Policy issued by the Title Company dated _____. On the Closing Date, Donor shall cause to be delivered to Donee from the title company an ALTA Owner’s Extended Coverage Policy of Title Insurance (or equivalent form acceptable to Donee) with liability in the amount of the appraised value of the Property, insuring title to the real property in Donee, together with such endorsements as may be reasonably requested by Donee (the “**Title Policy**”).

3.1.2. Closing Documents. Donor must have delivered to Escrow Holder the documents and funds it is required to deliver through Escrow at Closing.

3.1.3. Physical Condition. The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date.

3.1.4. Consents. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by Donor to Donee, including approval by Donor’s governing body.

3.2. Donor’s Closing Conditions. Donor’s obligation to donate the Property is expressly conditioned on the fulfillment of each of the following conditions precedent at or before the

Closing (“**Donor’s Closing Conditions**”). Donor’s Closing Conditions are solely for Donor’s benefit and any of Donor’s Closing Conditions may be waived in writing by Donor in whole or in part without prior notice.

3.2.1. Project Financing and Ground Lease. Developer must have obtained the financing necessary to complete the Project, and Developer and Donee, Housing Land Trust Ventura County, or a single-member limited liability company of which Donee or Housing Land Trust Ventura County is the sole member and manager must have successfully negotiated a ground lease for the Property containing terms reasonably acceptable to Donor, all in accordance with Section 3.1 of the DDA.

3.2.2. Delivery of Closing Documents and Funds. Donee must have delivered to Escrow Holder the documents and funds specified in Section 4.4, below.

4. Closing.

4.1. Escrow. Donee and Donor, upon Escrow Holder’s request, agree to execute such Escrow Instructions as are reasonably required to consummate the transaction contemplated by this Agreement.

4.2. Closing Definitions.

4.2.1. Closing. The “**Closing**” means the exchange of money and documents as described herein and will be deemed to have occurred when Donor’s Deed to Donee has been recorded concurrently with the Agreement Containing Covenants, the title company is irrevocably and unconditionally committed to issue the Title Policy.

4.2.2. Closing Date. Donor and Donee agree that the Closing will occur concurrently with: (i) Developer closing on the necessary financing for the Project, and (ii) Donee’s ground leasing of the Property to Developer, all in accordance with in Section 3.1 of the DDA, or on such earlier date as Donee and Donor may mutually agree (the “**Closing Date**”). In the event the Closing does not occur by April 30, 2025, this Agreement shall terminate and shall be of no further force or effect unless extended by the Housing Director in his or her sole discretion.

4.3. Donor’s Deposit of Documents and Funds. Donor must deposit into Escrow the following documents duly executed by Donor and in form and substance reasonably satisfactory to Donee:

4.3.1. Deed. The duly executed and acknowledged deed conveying the Property to Donee (the “**Deed**”); and

4.3.2. Additional Documents. Such additional documents, including the Escrow Instructions, and funds, as may be required by Escrow Holder, or as necessary to convey the Property in accordance with this Agreement.

4.4. Donee's Deposit of Documents and Funds. Donee must deposit into Escrow the following funds and documents duly executed by Donee in form and substance reasonably satisfactory to Donor:

4.4.1. Agreement Containing Covenants. The duly executed and acknowledged Agreement Containing Covenants described in Section 2.9(c), above; and

4.4.2. Additional Documents. Such additional documents, including signed written Escrow instructions consistent with this Agreement, as may be required by Escrow Holder, or as necessary to convey the Property in accordance with this Agreement.

4.5. Closing. When the Escrow Holder receives all documents and funds identified in this Article 4, and the title company is ready, willing, and able to issue the Title Policy, the Escrow Holder will close Escrow by:

4.5.1. Recording the Deed;

4.5.2. Recording the Agreement Containing Covenants;

4.5.3. Recording the Section 214.18 Instrument, if any; and

4.5.4. Issuing the Title Policy to Donee.

4.5.5. Recording of memorandum of ground lease.

4.6. Closing Costs. Closing costs shall be allocated as follows:

4.6.1. Escrow Fees. Paid equally by Donor and Donee.

4.6.2. Cost of Title Policy. Paid by Donee.

4.6.3. Cost of Recording Deed and All Applicable Documentary Transfer Tax. Paid by Donee.

4.6.4. Other Costs, Charges, and Expenses. Borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with the custom in the county where the Property is located.

4.7. Possession. Donor will deliver exclusive right of possession of the Property to Donee on the Closing Date.

4.8. No Broker's Commission. No broker is being used in this transaction and no broker's commission is due.

5. Survival

The obligations of Donor and Donee under this Agreement shall survive the Closing.

6. Default

In the event of default, the non-breaching party hereunder shall be entitled: (i) to enforce its rights under this Agreement specifically, which right of specific performance is appropriate based upon the unique nature of the Property; (ii) to recover damages and costs by reason of any breach of any provision of this Agreement; and (iii) to exercise all other rights granted by law to such non-breaching party. The parties further agree and acknowledge that the non-breaching party may, in its sole and absolute discretion, exercise any and all other remedies available to it at law or in equity.

7. Notices

Any and all notices and other communications required or permitted to be given under this Agreement shall be in writing and either: (i) personally delivered, in which case notice shall be deemed delivered upon receipt; (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine; (iii) sent by any national recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service; or (iv) sent by United States Postal Service, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:

Donee: Housing Trust Fund Ventura County
360 Mobil Avenue, Suite 213A
Camarillo, CA 93010
Attn: Linda Braunschweiger

with a copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
City Center Plaza
Oakland, CA 94612
Attention: Lynn Hutchins

Donor: City of Oxnard
Attn: Housing Director
305 W. 3rd Street
Oxnard, California 93030

with a copy to: Price Postel & Parma, LLP
200 E. Carrillo Street, Suite 400
Santa Barbara, CA 931010
Attn: Mark S. Manion
Email: msm@ppplaw.com
Telephone: (805) 962-0011
Facsimile: (805) 965-3978

Donation Agreement

City of Oxnard
Attn: City Clerk
300 W. Third Street
Oxnard, California 93030

City of Oxnard
Attn: City Attorney
305 W. Third Street, Suite 100(E)
Oxnard, California 93030"

Escrow Holder: _____ Title Company

Either party may change its address for notice from time to time by notice to the other party in writing to the other in the manner aforesaid; provided that any such notice of change of address shall only be effective upon actual receipt by the other party.

8. Miscellaneous

8.1. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

8.2. Construction

(a) No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

(b) As used herein, the terms "include," "including" and similar terms shall be construed as if followed by the phrase "but not limited to." The terms "hereof," "herein" and "hereunder" and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular article or provision, except as expressly so stated.

(c) It is the intent of the parties that all indemnification obligations of either party set forth in this Agreement shall apply without regard to whether or not (i) the indemnifying party is negligent or otherwise at fault in any respect with regard to the existence or occurrence of any of the matters covered by any such indemnification obligation, or (ii) the indemnifying party otherwise caused or created, or is claimed to have caused or created, the existence or occurrence of any of the matters covered by any such indemnification obligation, whether through its own acts or omissions or otherwise.

8.3. Business Days; Deadlines. As used in this Agreement and any document executed by any party hereto to another party hereto at the Closing, the term "business days" means all

days of the year except Saturdays, Sundays, and the holidays recognized by the Federal Reserve Bank of San Francisco. If a deadline provided in this Agreement or any document executed by any party hereto to another party hereto at the Closing falls on a day other than a business day, such deadline shall be extended until the first business day thereafter.

8.4. Entire Agreement. This written Agreement, including all Exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained or merged herein. The Exhibits attached hereto are hereby incorporated in and made part of this Agreement.

8.5. Recording. The parties agree that this Agreement shall not be recorded. If Donee causes this Agreement or any notice or memorandum thereof to be recorded, this Agreement shall be null and void at the option of Donor.

8.6. No Continuance. Donee acknowledges that there shall be no assignment, transfer or continuance of Donor's insurance coverage after the Closing.

8.7. Time of Essence. Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is not a business day, in which case the period shall be deemed to run until the next day which is a business day.

8.8. Original Document. This Agreement may be executed by all parties in electronic counterparts in which event each shall be deemed an original, and all of which shall constitute one and the same agreement.

8.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California with venue in Ventura County.

8.10. Amendment. This Agreement may be amended or modified only by written agreement subsequently executed by Donee and Donor.

8.11. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

8.12. Assignment. Neither party may assign its rights under this Agreement without the prior written consent of the other party, provided however that Donee may assign its rights under this Agreement to Housing Land Trust Ventura County, a California nonprofit public benefit corporation, or a limited liability company of which Donee or Housing Land Trust Ventura County is the sole member and manager.

[Signatures appear on following page.]

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

DONOR:

**CITY OF OXNARD, a municipal
corporation**

By: _____
Alexander Nguyen, City Manager

DONEE:

**HOUSING LAND TRUST VENTURA
COUNTY, a California nonprofit
public benefit corporation**

By: _____
Linda Braunschweiger, CEO

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

ATTEST:

By: _____
Rose Chaparro, City Clerk

EXHIBIT A

PRELIMINARY TITLE REPORT

Attachment No. 5
Agreement Containing Covenants

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD
Attn: Housing Director
305 W. 3rd Street
Oxnard, California 93030

NO FEE PER GOV'T CODE SECTION 27383

APNs: 202-0-054-075 and -080

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT CONTAINING COVENANTS

THIS AGREEMENT CONTAINING COVENANTS ("Agreement") is entered into as of _____, 20__, by and between the CITY OF OXNARD, a municipal corporation ("City"), HOUSING TRUST FUND VENTURA COUNTY, a California nonprofit public benefit corporation ("HTFVC") and CDP DEVELOPERS, LLC, a California limited liability company ("Developer").

WHEREAS, HTFVC is the owner of that certain real property ("Property") located in the City of Oxnard, County of Ventura, State of California more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, for the purpose of ensuring that the Property is developed and operated as a one hundred and ten (110) bed overnight homeless shelter, office space for the provision of supportive and clinical services, and fifty-six (56) units of permanent supportive housing for very low-income households, including one manager's unit that is not subject to this requirement ("Project"), the City, HTFVC and Developer have entered into that certain Disposition and Development Agreement, dated as of _____, 2021 ("DDA"), which is incorporated herein by this reference; and

WHEREAS, pursuant to the DDA, HTFVC shall ground lease the Property to Developer for a term of ninety-nine (99) years in order for Developer to develop and operate the Project in accordance with the terms of this Agreement and the DDA, and Developer shall thereafter sublease for a term of ninety-nine (99) years a portion of the Property to a provider procured by the City for the operation of the homeless shelter; and

WHEREAS, this Agreement contains provisions relating to the use of the Property as contemplated by the DDA.

NOW, THEREFORE, THE CITY, HTFVC AND DEVELOPER COVENANT AND AGREE AS FOLLOWS:

1. HTFVC and Developer each covenant and agree, for themselves and their respective successors and assigns, and every successor in interest to the Property or any part thereof, that the Property shall be developed and operated solely for the following purposes:

a. A one hundred and ten (110) bed overnight homeless shelter ("Homeless Shelter");

b. Office space for the provision of supportive and clinical services (“Office Space”); and

c. Fifty-five (55) units of permanent supportive housing for very low-income households and one manager’s unit that is not subject to this requirement (“Permanent Supportive Housing”).

2. For purposes of this Agreement, the Permanent Supportive Housing shall be affordable to households with income that does not exceed the very low-income category of the area median income for Ventura County, adjusted for family size appropriate for the unit, as determined by the United States Department of Housing and Urban Development and published from time to time by the State of California Department of Housing and Community Development (“HCD Income Limits”). Any rents charged to occupants of the Permanent Supportive Housing shall not exceed the product of thirty percent (30%) times the HCD Income Limits.

3. All occupants of the Permanent Supportive Housing shall meet the following requirements:

a. Each occupant shall certify his or her intent to occupy the unit as his or her principal residence;

b. The occupant’s annual gross household income shall not exceed the maximum income levels permitted within the restricted affordability category; and

c. Income eligibility will be determined in compliance with the requirements of the sources of financing for the Project.

4. On or before the last day of July of each year, HTFVC, Developer, or a duly appointed management agent, as the case may be, shall submit to the City an annual report, which shall include, for each of the Permanent Supportive Housing units, the rental rate and the income level of each occupant, which information shall be supplied by the occupants in a certified statement on a form approved by the City.

5. The City reserves the right at any time to verify the gross annual household income of any occupants of the Permanent Supportive Housing units to confirm that the rental price is affordable for very low-income households as required by Section 2 of this Agreement.

6. The Homeless Shelter shall operate as a permanent, year-round shelter for homeless individuals. To ensure that the Homeless Shelter will meet the needs of the community in serving the chronic and vulnerable homeless population, individuals will be admitted to the Homeless Shelter subject to minimal, "low-threshold" requirements so that chronic and vulnerable homeless people can easily enter and remain in the Homeless Shelter until they can find or transition to stable long-term housing. The City shall be solely responsible for selecting and entering into a contract with a provider to operate the Homeless Shelter, and for contracting with such operator for the operation of the shelter, all in accordance with that certain “Memorandum of Understanding” by and between the City and the County of Ventura for the financial sharing arrangement for the Homeless Shelter. The responsibilities and obligations of HTFVC and Developer with respect to the Homeless Shelter shall be limited to ensuring that the use of the portion of the Property upon which the Homeless Shelter is located is limited to the development and operation of the Homeless Shelter as set forth herein, and to ensure that the Homeless Shelter is subleased to the operator of the Homeless Shelter as set forth herein and in the

DDA.

7. In the event HTFVC, Developer or any of their respective successors or assigns, sells, transfers, conveys, assigns or hypothecates any of their respective interests in the Property or any portion thereof (each a "Transfer"), HTFVC, Developer, or their respective successor in interest, as the case may be, shall, prior to such Transfer, promptly notify the City in writing of its intent to enact a Transfer, at least ten (10) days prior to opening escrow for the Transfer. HTFVC, Developer, or their respective successor in interest, as the case may be, shall also notify the City in writing at least sixty (60) days prior to the actual date of any such proposed Transfer. The City reserves the right, in its reasonable discretion, to approve or disapprove any and all proposed Transfers of the Property. Such approval shall not be unreasonably withheld, conditioned, or denied. The foregoing provisions of this Section 7 shall not apply to any Transfer expressly permitted by the DDA, including but not limited to any Transfer from the HTFVC to either (a) Housing Land Trust Ventura County, or (b) any single-member limited liability company of which the Trust Fund or Housing Land Trust Ventura County is the sole member and manager.

8. Developer and their respective successors and assigns shall maintain the improvements on the Property (other than the tenant improvements constructed within the Homeless Shelter) in compliance with all applicable housing quality standards and local code requirements, and shall comply with Section 5.2 of the DDA. In the event the Property is not maintained as provided in this paragraph, the City shall have the right, but not the obligation, to enter the Property, correct any violation, and hold Developer and its respective successors and assigns, responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the leasehold and any improvements constructed thereon.

9. The Property shall be developed and operated in full accordance with the requirements set forth in this Agreement and the DDA, all conditions of approval for entitlements for the Property, and the approved building plans filed with the City. In the event the Property is not developed or operated as provided herein, the City shall have the right, but not the obligation, to take any one or more of the following steps, in addition to all other remedies provided by law or equity:

a. By mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require HTFVC, Developer and their respective successors and assigns to perform their obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder;

b. Have access to and inspect, examine and make copies of all of the books and records of HTFVC, Developer and their respective successors and assigns pertaining to the Project; and

c. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of HTFVC, Developer and their respective successors and assigns hereunder.

10. In accordance with the provisions of Sections 5.3 and 5.4 of the DDA, HTFVC and Developer each covenant and agree, in perpetuity, for themselves and their respective successors and assigns, and every successor in interest to the Property or any part thereof, there shall be no discrimination against or segregation of any person, or group of persons, on account of income, race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, familial status, sex, gender, gender identity, gender expression, age, sexual orientation, military or veteran status, citizenship, primary language, or immigration status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall HTFVC, Developer, or any person claiming under or through them establish or permit any such practice or

practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property.

11. The covenants established in this Agreement, and any amendments hereto, shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns. Except as expressly stated otherwise herein, the requirements of this Agreement shall remain in effect for ninety-nine (99) years after the recordation of the Certificate of Completion for the Project.

12. The City is deemed a beneficiary of the terms and provisions of this Agreement and the covenants herein, both for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this Agreement and the covenants running with the land have been provided.

13. All the covenants and agreements contained herein, as may be amended, are applicable to each and every of HTFVC's and Developer's respective successors and assigns.

(signatures appear on next page)

IN WITNESS WHEREOF, the City, HTFVC and Developer have executed this Agreement effective as of the date first set forth above.

CITY OF OXNARD, a municipal corporation

HOUSING TRUST FUND VENTURA COUNTY, a California nonprofit public benefit corporation

Alexander Nguyen, City Manager

By: _____
Its: _____

APPROVED AS TO FORM:

CDP DEVELOPERS, LLC, a California limited liability company

By: _____
Stephen Fischer, City Attorney

By: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 9, 10 AND 11 OF BLOCK 12, AS SHOWN ON A MAP OF THE NORTH ADDITION TO THE TOWN OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 5, PAGE 7, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID ASSOCIATED SOUTHERN INVESTMENT COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN DEED FROM ASSOCIATED SOUTHERN INVESTMENT COMPANY TO THE CITY OF OXNARD, DATED JUNE 20, 1974 AND RECORDED JUNE 28, 1974, IN BOOK 4281, PAGE 515 OF OFFICIAL RECORDS.

APN: 202-0-054-075 AND 080

AFFORDABLE HOUSING LOAN AGREEMENT (2ND AND B STREET PROJECT)

This Affordable Housing Loan Agreement (“Loan Agreement”) is made as of this ____ day of _____, 20__, by and between the City of Oxnard, a municipal corporation (“Lender”) and CDP Developers, LLC, a California limited liability company (“Borrower”).

RECITALS

A. Lender wishes to promote the development of more affordable rental housing in neighborhoods in need of revitalization in the City and to provide a greater choice of housing opportunities for persons and families with low incomes.

B. Borrower is processing entitlements for a new approximately 60,000 square foot, five story mixed use building located on 0.48-acre parcel located in Oxnard, California as more particularly described in Exhibit A attached hereto and incorporated by this reference (the “Property”). The first floor will consist of a permanent 110 bed homeless shelter. The remaining four levels will consist of fifty-six permanent supportive affordable housing units, including one unrestricted manager’s unit (“Project”).

C. Lender has certain monies in its Low- and Moderate-Income Housing Asset Fund set aside for the purpose of increasing, improving and preserving the community’s supply of low-and moderate-income housing in accordance with the provisions of the Community Redevelopment Law (Health & Safety Code sections 33000 et seq.), as modified by Health & Safety Code section 34176.1. Lender desires to loan to Borrower a total of one million five hundred thousand dollars (\$1,500,000) of such funds to assist in the completion of the Project.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, Borrower and Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the meanings and content set forth in this section wherever used in this Loan Agreement, attached Exhibits, or documents incorporated into this Loan Agreement by reference.

1.1 **“ANNUAL FINANCIAL STATEMENT”** means the financial statement for each calendar year prepared at Borrower’s expense and prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants reasonably acceptable to Lender, which shall form the basis for determining the Residual Receipts.

1.2 **“ASSISTED UNIT”** means any of the twenty-seven (27) housing units on the Property which are supported by funds under this Loan Agreement. The Assisted Units shall be comprised of twenty-one (21) one-bedroom units and six (6) two-bedroom units.

1.3 **“BORROWER”** is CDP Developers, LLC, a California limited liability company and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.4 **“CITY”** means the City of Oxnard, a municipal corporation.

1.5 **“CONSTRUCTION LOAN”** is that construction loan to be made by a construction lender to Borrower for the construction of the Project.

1.6 **“DEED OF TRUST”** is that certain deed of trust, assignment of rents, and security agreement placed on the Property and the improvements to be constructed thereon as security for the Loan by Borrower as trustor with Lender as beneficiary attached hereto as Exhibit C. The terms of the Deed of Trust have been incorporated into this Loan Agreement.

1.7 **“DISBURSEMENT SCHEDULE”** is the proposed disbursements of loan proceeds as set forth in Exhibit E attached hereto.

1.8 **“EFFECTIVE DATE”** is the date Borrower closes on the Construction Loan. If that date does not occur on or before April 30, 2025, Loan Agreement and the City’s commitment to loan funds to Borrower hereunder shall automatically terminate.

1.9 **“ESCROW HOLDER”** means the person or entity designated by the Borrower and approved by Lender to hold that portion of the Loan proceeds not previously disbursed to Borrower and other documents until receiving written instructions to record the documents and disburse the remaining funds.

1.10 **“HAZARDOUS MATERIALS”** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal or state environmental and health and safety laws and regulations, including without limitation petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standards at the time of such use.

1.11 **“HCD”** means the California Department of Housing and Community Development.

1.12 **“IMPROVEMENTS”** means any improvements and development of the Property.

1.13 **“INSURANCE REQUIREMENTS”** means the insurance coverage which must be in full force and effect during the term of the Regulatory Agreement, as specified in Exhibit E.

1.14 **"LENDER"** means the City of Oxnard, a municipal corporation and its authorized representatives, officers, officials, directors, employees, and agents.

1.15 **"LOAN"** means the loan of funds in the total amount of One Million Five Hundred Thousand Dollars (\$1,500,000) from the Lender to the Borrower as provided in this Loan Agreement to provide construction and permanent financing for the Project.

1.16 **"LOAN AGREEMENT"** means this loan agreement entered into between Lender and Borrower.

1.17 **"LOAN DOCUMENTS"** are collectively the Loan Agreement, the Note, the Deed of Trust, and the Regulatory Agreement, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.18 **"MEDIAN INCOME"** means the median income for Ventura County Metropolitan Statistical Area as determined by HCD with adjustments for household size.

1.19 **"NOTE"** means the promissory note executed by the Borrower in favor of Lender in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) to evidence the Loan substantially in the form attached hereto as Exhibit B.

1.20 **"NOTICE OF COMPLETION"** shall mean the notice that shall be filed by the Borrower with the Ventura County Recorder at completion of construction. Borrower shall not unreasonably delay filing the Notice of Completion.

1.21 **"OPERATING EXPENSES"** shall mean, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Project, including without limitation painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, cash deposited into reserves for capital replacements with respect to the Project in an amount not to exceed reserve requirements reasonably imposed by any lender, cash deposited into an operating reserve in an amount not to exceed the amount reasonably required by any lender, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, repayment of any deferred development fees and any required debt service under senior loans. Operating Expenses may include the payment to Borrower of a reasonable partnership management fee and a reasonable asset management fee. Operating Expenses may also include a deferred developer fee. The Operating Expenses shall be reported in the Annual Financial Statement.

1.22 **"PAYMENT DATE"** shall mean July 31 of the year following the issuance of the first Certificate of Occupancy for the Project, and each July 31 thereafter until the Loan is paid in full or otherwise terminated.

1.23 **“PROJECT”** means the construction, operation and management of the fifty-six permanent supportive affordable housing units, including one manager’s unit, according to the terms of this Loan Agreement.

1.24 **“PROPERTY”** means the property commonly referred to as 241 W 2nd Street, Oxnard, California, as more particularly described in Exhibit A, which is incorporated into this Loan Agreement by this reference.

1.25 **“QUALIFYING HOUSEHOLD”** means a household that qualifies as a Very Low Income Household.

1.26 **“QUALIFYING RENT”** means the total annual charges for rent, utilities, and related services to each Very Low Income Household which shall not exceed thirty percent (30%) of the income for a Very Low Income Household.

1.27 **“REGULATORY AGREEMENT”** means the regulatory agreement executed by Borrower and Lender, attached as Exhibit D, and recorded against the Property in the Official Records of Ventura County which regulates the use of the Assisted Units.

1.28 **“RESIDUAL RECEIPTS”** means for any calendar year Revenues reduced by Operating Expenses.

1.29 **“REVENUE”** means all income derived from the Project including but not limited to rent from the units and income from laundry operations.

1.30 **“SOFT LOANS”** any loan that is paid solely from Residual Receipts and which loan has been approved in advance by the City Housing Director, which approval shall not be unreasonably withheld.

1.31 **“VERY LOW INCOME HOUSEHOLD”** means a household whose annual income does not exceed fifty percent (50%) of the median income for the Ventura County Metropolitan Statistical Area as determined by HCD with adjustments for household size.

ARTICLE 2 TERMS OF THE LOAN

2.1 **LOAN.** On and subject to the terms and conditions of the Loan Documents, Lender agrees to make and Borrower agrees to accept a loan with the following terms:

2.2 **AMOUNT.** The principal amount of the Loan shall be an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) and shall be evidenced by the Note.

2.3 **INTEREST.** Subject to the provisions of Section 2.4, the Note shall bear interest at a rate of three percent (3%) simple interest from the date on which the principal amount of the Loan is initially advanced to Borrower through the fifty-five (55) year amortizing loan term.

2.4 DEFAULT INTEREST. In the event of a default by Borrower of any of its obligations under this Loan Agreement and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Loan is repaid in full.

2.5 TERM OF LOAN. The outstanding principal and accrued interest of the Loan shall be due and payable on the earlier of: (a) fifty-five (55) years from the date of the conversion of the Construction Loan made by the construction lender to Borrower from its construction phase to its permanent phase, or (b) the date the Property is sold. In the Event of Default by Borrower, which has not been cured as provided for in this Loan Agreement, all current and accrued interest shall be due and payable.

2.6 USE OF FUNDS. Loan proceeds shall be used for construction expenses.

2.7 SECURITY. Borrower shall secure its obligation to repay the Loan by executing a Deed of Trust and recording it as a lien against the Property.

2.8 REPAYMENT OF THE LOAN. Borrower shall make annual payments on the Loan in an amount equal to 100% of Residual Receipts for the immediately preceding calendar year applied pro rata with the Soft Loans. On or before each Payment Date, the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with the required annual payment for the preceding calendar year and each Payment Date thereafter until the Loan is paid in full or otherwise terminated. Lender shall review and approve the percentage amount to be paid by Borrower and the Annual Financial Statement, or request revisions, within sixty (60) days after receipt. In the event Lender fails to approve or disapprove the Annual Financial Statement within the sixty (60) day period, Borrower may request a written determination of approval or disapproval following the expiration of such period. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. In the event that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement. In the event that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Loan. In any event all principal owed and all current and accrued interest of the Loan, if any, shall be due and payable as provided in Section 2.5 above.

2.9 PREPAYMENT OF LOAN. No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amount prior to the end of the term described herein. However, prepayment of the Loan shall not affect Borrower's obligations under the Regulatory Agreement.

2.10 **RECORDING.** Concurrent with Borrower's closing of the construction loan, Escrow Holder shall record the Deed of Trust and the Regulatory Agreement with the Recorder for the County of Ventura, and shall deliver conformed copies of the recorded documents to the Lender and Borrower.

ARTICLE 3 LOAN DISBURSEMENTS

3.1 **CONDITIONS PRECEDENT TO DISBURSEMENT.** Lender shall not be obligated to make any disbursements of the Loan proceeds or take any other action under the Loan Documents unless the following conditions precedent are satisfied prior to the disbursement of the Loan:

A. There exists no Event of Default nor any act, failure, omission or condition that with the giving of notice or passage of time would constitute an Event of Default;

B. Borrower has executed and delivered to Lender all documents, instruments, and policies required under the Loan Documents and the Deed of Trust and the Regulatory Agreement have been recorded with the Recorder for the County of Ventura;

C. Borrower has provided to Lender a certificate of insurance or copy of the insurance policy, which policy shall be satisfactory to the Lender and which conforms to Exhibit E; and

D. Borrower has complied with all reporting requirements set forth in this Loan Agreement.

3.2 **DISBURSEMENT OF LOAN PROCEEDS.** Disbursement of Loan proceeds shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000). The disbursement shall be made in accordance with the Disbursement Schedule and each disbursement shall be approved by Lender prior to such disbursement based upon documentation submitted to Lender by Borrower.

ARTICLE 4 DEVELOPMENT OF PROJECT

4.1 **SCOPE OF WORK.** Before commencement of any construction on the Project site, Borrower shall submit to Lender for its review and approval the final scope of work for the Project. Borrower shall develop and construct the Project in substantial conformance with the scope of work and any modifications thereto approved in writing by Lender.

4.2 **COMPLETION OF PROJECT.** Borrower shall diligently prosecute development of the Project to completion. Borrower shall provide proof of completion as evidenced by the recording of a Notice of Completion. The initial lease up of the Assisted Units shall occur within six (6) months of the Project placed in service date. If Borrower fails to lease up the Assisted Units within that time period, Borrower must prepare and submit a marketing

plan for approval to the City Housing Director. If initial lease up of the Assisted Units has still not occurred within eighteen (18) months of the Project placed in service date, Developer will be required to repay to Lender, within 30 calendar days of receipt of notice from Lender, a pro rata share of the outstanding principal loan plus interest thereon. The pro rata repayment shall be based upon the total number of Assisted Units that have not been initially leased up during the 18 month period.

4.3 FINANCING. Borrower shall promptly inform Lender in writing of any changes in the amount, terms, and/or sources of financing or funding for the Property acquisition and Project development work.

4.4 CONTRACTS AND SUBCONTRACTS. All development work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California.

All costs incurred in acquisition of the Property and development, construction and operation of the Project shall be the responsibility and obligation solely of Borrower.

4.5 ADDITIONS OR CHANGES IN WORK. Lender must be notified in a timely manner of any changes in the work required to be performed under this Loan Agreement. A written change order authorized by Lender must be obtained before any changes, additions, or deletions may be performed. If Lender has not responded to a written request for a change order by Borrower within ten (10) days of receipt of such request by Lender, such request shall be deemed approved by Lender. Consent to any additions, changes, or deletions to the work shall not release Borrower from any other obligations in the Loan Documents.

4.6 INSPECTIONS. Borrower shall permit and facilitate, and require its contractors to permit and facilitate, observation and inspection at the job site by Lender and by public authorities during reasonable business hours for the purposes of determining compliance with this Loan Agreement.

4.7 SITE SUPERVISION. During the development of the Project, Borrower shall maintain a full-time site superintendent to supervise all development and construction work on the Property. The site superintendent shall be on-site during all work hours.

4.8 CONSTRUCTION RESPONSIBILITIES. Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Project, including, but not limited to, the quality and suitability of the construction work, the supervision of construction work, the qualifications, financial condition, and performance of all contractors, subcontractors, suppliers, consultants, and property managers. To ensure compliance with all applicable labor code requirements, Borrower shall hire a labor compliance monitor. Any review or inspection undertaken by Lender with reference to the Project is solely for the purpose of determining whether Borrower is properly discharging its obligations to Lender, and should not be relied upon by Borrower or by any third parties as a warranty or representation by Lender as to the quality of the development and construction of the Project.

4.9 BARRIERS TO THE DISABLED. The Project shall be developed and the Property shall be maintained to comply with all applicable federal, state, and local requirements for access for disabled persons.

4.10 LEAD-BASED PAINT AND ASBESTOS REMOVAL. Borrower and its contractors and subcontractors shall not use lead-based paint or asbestos in the development and construction of the Property and shall comply with Federal Regulations 24 C.F.R., 29 C.F.R., 40 C.F.R., Title X, California O.S.H.A., California health codes, and all County standards. Borrower shall incorporate or cause to be incorporated this provision in all contracts and subcontracts for work performed on the Property which involves the application of paint and/or other construction-related surfaces.

4.11 MECHANICS LIENS AND STOP NOTICES. If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on Lender or any other lender or other third party in connection with the Project, Borrower shall, within sixty (60) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to Lender a surety bond in sufficient form and amount, provide Lender with a lien-free endorsement or provide Lender with other assurance reasonably satisfactory to Lender that the claim of lien or stop notice will be paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, Lender may, but shall be under no obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternatively, Lender may require Borrower to immediately deposit with Lender the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof Lender may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

Borrower shall file a valid notice of cessation or notice of completion upon cessation of work on the Project for a continuous period of 30 days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes Lender, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that Lender deems necessary or desirable to protect its interest in the Project and Property.

4.12 RELOCATION. If and to the extent that development of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws.

4.13 UNAVOIDABLE DELAY IN PERFORMANCE. The time for performance of provisions of this Loan Agreement by either party shall be extended for a period equal to the period of any delay directly affecting the Project or this Loan Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God;

quarantine restrictions; or freight embargoes or other events beyond the reasonable control of the party claiming the delay. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within five (5) calendar days from the commencement of the cause, and such extension of time is either accepted by the other party in writing, or is not rejected in writing by the other party within ten calendar days of receipt of the notice. In any event, construction of the Project must be completed no later than ninety (90) calendar days after the scheduled completion date specified herein, any unavoidable delay notwithstanding. Times of performance under this Loan Agreement may also be extended for any cause for any period of time by the mutual written agreement of Lender and Borrower.

ARTICLE 5 OPERATION

5.1 OPERATION OF PROJECT. Borrower shall operate and manage the Project after completion in full conformance with the terms of the Regulatory Agreement.

Borrower shall agree to maintain and operate the Assisted Units so as to provide decent, safe, and sanitary housing and provide each of the Assisted Units in the Project with the same level of services (including security), amenities, and maintenance as are applied to the other dwelling units in the Project. Borrower shall provide supportive services as required by the provision of any project-based Section 8 vouchers. Any optional services provided must be available to all residents under the same terms and conditions.

5.2 ASSISTED UNITS. The twenty-seven (27) designated Assisted Units, all of which shall be reserved for Very Low Income Households, shall meet the following standards:

- A. Units, similarly constructed and of comparable quality and size to all other units in the Project; and
- B. Provide tenants access and enjoyment of all common areas and facilities of the Project on the same basis as tenants of other units.

5.3 INCOME CERTIFICATION. Borrower shall limit for the full term of the Regulatory Agreement the rental of Assisted Units to Qualifying Households according to the schedule contained in Regulatory Agreement. The income levels and other qualifications of applicants for Assisted Units shall be certified within sixty (60) business days of the household's expected occupancy of one of the Assisted Units and annually thereafter.

5.4 AFFORDABILITY RESTRICTIONS. Twenty-seven (27) units in the Project shall be designated as Assisted Units. The Assisted Units must be occupied, or reserved for occupancy by Qualifying Households.

5.5 ASSISTED UNIT RENTS. Rents for Assisted Units shall be limited to Qualifying Rents as set forth in the Regulatory Agreement. At least sixty (60) calendar days prior to increasing rents on any Assisted Unit on the Project, Borrower shall submit to the Lender for review and approval a written request for such increase. Qualifying Households shall be given at least thirty (30) days written notice prior to any rent increase. Provided such

increased rent does not exceed the Qualifying Rents for such year, Lender shall approve such request.

5.6 MAXIMUM RENTAL CHARGES.

A. For the Assisted Units, the total charges for rent, utilities, and related services to each Qualifying Household shall not exceed thirty percent (30%) of fifty percent (50%) of Median Income for the Assisted Units occupied by Very Low Income. Initial rents for the Assisted Unit shall be as set forth in the Regulatory Agreement. Annual rent increases shall be calculated by Lender based on the change in permissible rents established by the United States Department of Housing Urban Development and published annually by HCD.

B. Borrower shall annually certify each tenant household's gross income and make any rent adjustment pursuant to the terms of the Regulatory Agreement.

5.7 CONFLICTS BETWEEN COVENANTS OR RESTRICTIONS AFFECTING THE PROPERTY. Any conflicts between the restrictive provisions contained in this Loan Agreement, Note, Deed of Trust, Regulatory Agreement, and any other agreements in connection with the Loan which affect the Property, are to be resolved by applying the more restrictive covenants or restrictions which affect the Property.

5.8 NONDISCRIMINATION. Borrower shall not discriminate or segregate in the rehabilitation, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

5.8 RECORDS. Borrower shall be accountable to Lender for all funds disbursed to Borrower pursuant to the Loan Documents. Borrower agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn from Loan funds, and to keep all invoices, receipts, and other documents related to expenditures from said Loan funds for not less than five years after completion of the Project. Records must be kept accurate and current. Lender shall notify Borrower of any records it deems insufficient. Borrower shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by Lender in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Borrower shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Borrower shall promptly comply with all requirements or conditions of the Loan Documents relating to notices, extensions, and other events required to be reported or requested. Borrower shall promptly supply, upon the request of Lender, any and all information and documentation which involves the Project and cooperate with Lender in the development and construction of the Project.

5.9 **AUDITS.** Borrower shall make available for examination at reasonable intervals and during normal business hours to Lender all books, accounts, reports, files, and other papers or property with respect to all matters covered by these Loan Documents, and shall permit Lender to audit, examine, and make excerpts or transcripts from such records. Lender may make audits of any conditions relating to this Loan.

5.10 **ENCUMBRANCE OF PROPERTY.** Except as otherwise provided in this Loan Agreement, Borrower shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property, except with the prior written consent of Lender. Borrower shall notify Lender in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Project or Property, and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of Borrower or otherwise.

5.11 **SUBORDINATION.** Lender shall subordinate the obligations of this Loan Agreement, and the attached Regulatory Agreement and Deed of Trust to be recorded on the Property, to the Construction Loan and the permanent financing obligations for the Project. Borrower and Lender shall cooperate in the execution of any such subordination agreement required to perfect such subordinations.

5.12 **TRANSFER OF PROPERTY.** Borrower has not made or created, and shall not, make or permit any sale, assignment, conveyance, lease (other than the leasing of units in the Project pursuant to an approved lease), or other transfer of this Loan Agreement, the Project, or the Property, or any part thereof, without the prior written consent of Lender.

5.13 **FEES, TAXES, AND OTHER LEVIES.** Borrower shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful.

5.14 **DAMAGE TO PROPERTY.** If any building or structure on the Property is damaged or destroyed by an insurable cause, Borrower shall, at its cost and expense, diligently undertake to repair or restore said buildings and structures consistent with the original Scope of Work for the Project if Borrower reasonably determines that such restoration or repair is economically feasible. Such work or repair shall be commenced within 120 days after the damage or loss occurs and shall be complete within one year from such commencement, subject to any extensions of time granted pursuant to the provisions of Section 4.13. Subject to Borrower's election to rebuild, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Borrower shall make up the deficiency.

ARTICLE 6 INDEMNITY AND INSURANCE

6.1 **INDEMNITY AND INSURANCE.** Borrower hereby agrees to defend, indemnify and save harmless the Lender and to procure and maintain insurance in accordance with the provisions of Exhibit F attached hereto and incorporated herein by reference.

6.2 **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No officials, employees and agents of Lender shall be personally liable to Borrower for any obligation created under the terms of these Loan Documents.

ARTICLE 7 HAZARDOUS MATERIALS

7.1 **REPRESENTATIONS AND WARRANTIES.** After reasonable investigation and inquiry, Borrower hereby represents and warrants to the best of its knowledge, as of the date of this Loan Agreement and except as previously disclosed and acknowledged in writing by Lender or as disclosed by the reports based on environmental audit(s) performed on the Property and submitted to Lender, that (a) the Property is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials in violation of Federal or State law; (b) the Property is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("Hazardous Materials Laws"); (c) there are no claims or actions pending or threatened with respect to the Property by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near the Property (including in the soil, surface water, or groundwater under the Property) or any other occurrences or conditions on the Property or on any other real property that could cause the Property or any part thereof to be classified as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.2 **NOTIFICATION TO LENDER.** Borrower shall promptly notify Lender in writing of: (a) the discovery of any concentration or amount of Hazardous Materials of which Borrower becomes aware on or under the Property requiring notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by Borrower (after verification of the veracity of such knowledge to Borrower's reasonable satisfaction) that the Property does not comply with any Hazardous Materials Laws; (c) the receipt by Borrower of written notice of any Hazardous Materials claims; and (d) the discovery by Borrower of any occurrence or condition on the Property or on any real property located within 2,000 feet of the Property that could cause the Property or any part thereof to be designated as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.3 **USE AND OPERATION OF PROPERTY.** Neither Borrower, nor any agent, employee, or contractor of Borrower, nor any authorized user of the Property shall use the Property or allow the Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Borrower shall comply and cause the Project to comply with Hazardous Materials Laws.

7.4 REMEDIAL ACTIONS. If Borrower has actual knowledge of the presence of any Hazardous Materials on or under the Property, Borrower shall take, at no cost or expense to Lender, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Borrower's right of contest below.

7.5 RIGHT OF CONTEST. Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if (a) the contest is based on a material question of law or fact raised by Borrower in good faith, (b) Borrower promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful and any remedial action then reasonably necessary. No Event of Default shall be deemed to exist with respect to any claim, demand, levy or attachment being contested by Borrower under the conditions of this section.

7.6 ENVIRONMENTAL INDEMNITY. Borrower shall defend, indemnify, and hold Lender free and harmless against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Lender may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring prior to or during Borrower's use or occupancy of the Property.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an "Event of Default" under this Loan Agreement:

A. Monetary. (1) Borrower's failure to pay when due any sums payable under the Note or any advances made by Lender under the Deed of Trust or this Loan Agreement; (2) Borrower's use of Loan funds for costs other than approved costs or for uses inconsistent with other terms and restrictions in the Loan Documents; (3) Borrower's failure to obtain and maintain the insurance coverage required under this Loan Agreement; (4) Borrower's failure to make any other payment or assessment due under the Loan Documents; (5) Borrowers failure to pay taxes; (6) Borrower's default under other debt secured by the Property after the applicable notice and cure periods have expired;

B. Project Development and Construction. (1) Borrower's substantial deviation in the development and construction work specified in the scope of work submitted to

Lender, without Lender's prior written consent; (2) Borrower's use of defective or unauthorized materials or defective workmanship in development and construction of the Project; (3) Borrower's failure to commence or complete construction work according to the schedule specified in this Loan Agreement; (4) the cessation of construction work prior to completion of the Project for a period of more than twenty-one (21) continuous calendar days without proper justification; (5) Borrower's failure to remedy any deficiencies in recordkeeping or failure to provide records to Lender upon Lender's reasonable request; (6) Borrower's failure to substantially comply with any applicable federal, state, or local laws or Lender policies governing Project development and construction;

C. Operation. (1) Discrimination by Borrower on the basis of characteristics prohibited by applicable law or (2) the imposition of any encumbrances or liens on the Property without Lender's prior written approval that are prohibited under this Loan Agreement or that have the effect of reducing the priority of or invalidating the Deed of Trust;

D. General performance of Loan obligations. Any substantial breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed in the Loan Documents;

E. General performance of other obligations. Any substantial or continuous breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed by any other agreements, including any grant agreements, with respect to the financing, construction, or operation of the Project or the Property, whether or not Lender is a party to such agreement which may materially impair Lender's security;

F. Representations and warranties. A determination by Lender that its security has or will be materially impaired due to the fact that any of Borrower's representations or warranties made in the Loan Documents, or any certificates, documents, or schedules supplied to Lender by Borrower were untrue in any material respect when made, or that Borrower concealed or failed to disclose a material fact from Lender;

G. Damage to Property. Material damage or destruction to the Property by fire or other casualty, if Borrower does not take steps to reconstruct the Property as required by the Loan Documents;

H. Bankruptcy, dissolution, and insolvency. Borrower's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

8.2 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For all Events of Default, Lender shall give written notice to Borrower of any Event of Default by specifying: (a)

the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken or if a cure is not possible within thirty (30) days, to begin such cure and diligently prosecute such to completion which shall, in any event, not exceed ninety (90) days from the date of receipt of the notice to cure. The Lender has the sole discretion to determine whatever additional reasonable time is needed to cure.

8.3 LENDER'S REMEDIES. Upon the happening of an Event of Default by Borrower and a failure to cure said Event of Default within the time specified in Section 8.2 above, Lender's obligation to disburse Loan proceeds shall terminate, and Lender may also, in addition to other rights and remedies permitted by the Loan Documents or applicable law, proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:

A. Terminate this Loan Agreement, in which event the entire principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by Lender under the Loan Documents including administrative costs, shall immediately become due and payable at the option of Lender;

B. Bring an action in equitable relief (1) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

C. Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by Lender under the Loan Documents;

D. Enter the Property and take any actions necessary in its judgment to complete development of the Project, including without limitation (1) making changes in the Scope of Work or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to Lender's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that Lender deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy;

E. Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete development of Project as needed to preserve Lender's interest in seeing the Project completed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that Lender or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy);

F. Order immediate stoppage of development of Project and demand that any condition leading to the Event of Default be corrected before development of Project may continue;

G. Disburse from Loan proceeds any amount necessary to cure any monetary default;

H. Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect rents and other amounts specified in the assignment of rents in the Deed of Trust and apply them to operate the Property or to pay off the Loan or any advances made under the Loan Documents, as provided for by the Deed of Trust;

I. Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust;

J. With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736; or

K. Pursue any other remedy allowed at law or in equity. Nothing in this section is intended or shall be construed as precluding Lender from proceeding with a nonjudicial foreclosure under the power of sale contained in the Deed of Trust in the Event of Default by Borrower.

ARTICLE 9 GENERAL PROVISIONS

9.1 **BORROWER'S WARRANTIES.** Borrower represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Borrower to fully comply with the terms of these Loan Documents and the Regulatory Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute the Loan Documents, (4) that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Borrower, (5) that there has been no substantial adverse change in Borrower's financial condition since the date of application for this loan such as judgment liens, tax liens, mechanic's liens, bankruptcy, etc.; and (6) that all representations in the Borrower's loan application (including all supplementary submissions) are true, correct and complete in all material respects and are offered to induce Lender to make this loan.

9.2 **MONITORING AND EVALUATION.** Except as otherwise provided for in this Loan Agreement, Borrower shall maintain and submit records to Lender within fifteen (15) business days of Lender's request which clearly document Borrower's performance under each requirement of the Loan Documents. Borrower shall pay to Lender an annual monitoring fee on January 1 of the year following issuance of the certificate of occupancy and every January 1 during the term of the Regulatory Agreement in the amount of One Hundred Fifteen Dollars (\$115) per Assisted Unit.

9.3 CONFLICTS OF INTEREST. Borrower covenants that:

A. Except for approved eligible administrative or personnel costs, no person described in subsection (B) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

B. The conflict of interest provisions of Section 9.3(A) above apply to any person defined in California Government Code section 1090 and an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

9.4 POLITICAL ACTIVITY. None of the funds, materials, property or services contributed by Lender or Borrower under this Loan Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.5 TERM OF THIS AGREEMENT. This Loan Agreement shall commence on the Effective Date and remain in full force and effect throughout the term of this Loan.

9.6 GOVERNING LAW. The Loan Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

9.7 STATUTORY REFERENCES. All references in the Loan Documents or Regulatory Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the City of Oxnard shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.

9.8 TIME. Time is of the essence in these Loan Documents.

9.9 CONSENTS AND APPROVALS. Any consent or approval of Lender or Borrower required under the Loan Documents shall not be unreasonably withheld or conditioned. Any approval required under the Loan Documents shall be in writing and executed by an authorized representative of the party granting the approval.

9.10 NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Borrower and Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid,

return receipt requested, or delivered personally, to the principal offices of Borrower and Lender as follows:

LENDER: City of Oxnard
Affordable Housing Program
435 South D Street
Oxnard, CA 93030
Attn: Housing Director

BORROWER: CDP Developers, LLC
3416 Via Oporto, Suite 301
Newport Beach, CA 92663
Attn: Managing Member

9.11 BINDING UPON SUCCESSORS. All provisions of these Loan Documents shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Loan Agreement by Borrower without Lender's consent.

9.12 RELATIONSHIP OF PARTIES. The relationship of Borrower and Lender for this Project under this Loan Agreement is and at all times shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Property, or the Loan.

9.13 ASSIGNMENT AND ASSUMPTION. Borrower shall not assign any of its interests under this Loan Agreement or the Loan Documents to any other party, except as specifically permitted under the terms of the Loan Documents, without the prior written consent of Lender. Any unauthorized assignment shall be void.

9.14 WAIVER. Any waiver by Lender of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of its obligations under the Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

9.15 INTEGRATION. This Loan Agreement and the other Loan Documents, including exhibits, executed by Borrower for the Property, if any, contain the entire agreement of the parties and supersede any and all prior negotiations.

9.16 **OTHER AGREEMENTS.** Borrower represents that it has not entered into any agreements that are inconsistent with the terms of the Loan Documents. Borrower shall not enter into any agreements that are inconsistent with the terms of the Loan Documents without an express waiver by Lender in writing.

9.17 **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to the Loan Documents must be in writing, and shall be made only if executed by both Borrower and Lender.

9.18 **SEVERABILITY.** Every provision of this Loan Agreement is intended to be severable. If any provision of this Loan Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

(Signatures appear on next page)

IN WITNESS WHEREOF, Lender and Borrower have caused this Loan Agreement to be executed by their duly authorized representatives.

City:

THE CITY OF OXNARD

Borrower:

CDP DEVELOPERS, LLC, a California
limited liability company

Alexander Nguyen, City Manager

Name:
Title: Managing Member

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Michael More, Human Resources/Risk
Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

A leasehold estate as created by that certain Ground Lease to be entered into by and between the Housing Land Trust Ventura County, a California nonprofit public benefit corporation, as lessor, and CDP Developers, LLC, a California limited liability company, as lessee, as evidenced by that certain "Memorandum of Ground Lease" recorded concurrently with the Deed of Trust in the Official Records of Ventura County, California, in and to the following:

LOTS 9, 10 AND 11 OF BLOCK 12, AS SHOWN ON A MAP OF THE NORTH ADDITION TO THE TOWN OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 5, PAGE 7, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID ASSOCIATED SOUTHERN INVESTMENT COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN DEED FROM ASSOCIATED SOUTHERN INVESTMENT COMPANY TO THE CITY OF OXNARD, DATED JUNE 20, 1974 AND RECORDED JUNE 28, 1974, IN BOOK 4281, PAGE 515 OF OFFICIAL RECORDS.

APN: 202-0-054-075 AND 080

EXHIBIT B

PROMISSORY NOTE

PROMISSORY NOTE
Affordable Housing Assistance
(Secured by Deed of Trust)

\$1,500,000

Oxnard, California
_____, 20____

FOR VALUE RECEIVED, the undersigned, CDP Developers, LLC, a California limited liability company (“Borrower”), hereby promises to pay to the order of the City of Oxnard, a municipal corporation (“Lender”), the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000) with interest on the unpaid balance thereof from the date of each advance evidenced by this Note set forth above until repaid at the rate of three percent (3%) simple interest (except as otherwise provided herein). The term Loan as used herein, means the Loan evidenced by this Note. The Loan is made pursuant to the terms of an Affordable Housing Loan Agreement (the “Loan Agreement”) dated as of _____, 20____, and Regulatory Agreement (“Regulatory Agreement”) executed concurrently herewith between Borrower and Lender. Both principal and interest are payable as hereinafter provided, to Lender at 434 South D Street, Oxnard, California 93030, Attention: Housing Director, or at such other place as from time to time may be designated by the holder of this Note.

All of the provisions of this Note are agreements which are secured by the Deed of Trust securing this Note. A default in observance of any of the provisions is a default with consequences under the Deed of Trust. All terms not otherwise defined in this Note have the meaning assigned to such terms in the Agreement.

1. **DEFINITIONS.** Any term not defined herein shall have the meanings set forth in the Loan Agreement.
2. **PAYMENT PROVISIONS:** The following payment provisions apply to this Note:
 - A. **Promise to Pay.** Borrower promises to pay to the order of Lender the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000), plus interest thereon and other charges due under this Note, all in the manner provided below. Interest shall accrue at the rate of 3% simple interest on funds advanced, commencing on the date of each advance. All payments received shall be applied first to the charges which Lender is entitled to impose under this Note and the Deed of Trust, then to interest, and then to principal.
 - B. **Payments.** Borrower promises to pay interest, principal, and all other sums which may become due on the Note as follows:
 - (1) All sums outstanding under this Note shall be due and payable 55 years from the date of the conversion of the Construction Loan to Borrower from its construction phase to its permanent phase.

- (2) All sums outstanding under this Note shall without any reduction become immediately due and payable upon any default under this Note and expiration of applicable notice and cure periods, or upon any transfer (including hypothecation) of the Property securing payment of this Note not permitted by the Loan Agreement, upon any change in ownership or composition of the Borrower not permitted, or upon any breach or default of the Loan Agreement or the Regulatory Agreement and expiration of applicable notice and cure periods.
- (3) All other payments shall be made annually, commencing on July 31 of the year following the issuance of the first Certificate of Occupancy for the Project, and each July 31 thereafter;
 - i. Payments shall be in the amount of 100% of Residual Receipts applied pro rata with the Soft Loans for the year preceding the date on which payment is due; and
 - ii. The first payment shall be due July 31 of the year following the issuance of the Certificate of Occupancy for the Project and shall be based upon Residual Receipts calculated for the year in which the City issued the first Certificate of Occupancy for the Project.

3. **DEFAULT INTEREST.** In the event of a default by Borrower of any of its obligations under this Note and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Loan is repaid in full.

4. **NO DEDUCTIONS, NO OFFSETS.** All payments of principal and interest hereunder shall be made without deduction of any present and future taxes, levies, duties, imposts, deductions, charges or withholdings imposed by any existing or future law, rule, regulation, treaty, directive or requirement whether or not having the force of law, which amounts shall be paid by Borrower. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by Lender is not less than that required by this Note. All stamp and documentary taxes shall be paid by Borrower. If, notwithstanding the foregoing, Lender pays any such taxes, Borrower will reimburse Lender for the amount paid, as additional interest, within five (5) days of Lender's demand for payment. Borrower will furnish Lender official tax receipts or other evidence of payment of all such amounts.

5. **ABSENCE OF USURY.** Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall be in compliance with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, or interest at a rate in excess of the maximum interest rate

permitted to be charged by applicable law. Therefore, if a court ultimately determines that the Loan is not exempt from the California usury law, or if a court determines that the usury law of another jurisdiction should be applied to the Loan: (a) neither Borrower nor any endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith; (b) if the maturity hereof shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Loan would be unlawful, the holder of this Note shall refund to Borrower the amount of such excess or shall credit the amount of such excess against the principal balance of the Note then outstanding; and (c) in the event that Lender or any other holder of this Note shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of the holder of this Note, be first, credited against the principal balance of this Note then outstanding, and second, returned to the Borrower.

6. **PREPAYMENT.** This Note may be prepaid in whole or in part without penalty or charge.

7. **ATTORNEY'S FEES.** Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy (including, without limitation, any action for relief from the automatic stay or any other bankruptcy proceeding) receivership, probate or other court proceedings or by any judicial or non-judicial foreclosure proceeding, or if this Note is placed in the hands of attorneys for collection after default, the Borrower and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' fees and collection costs and expenses. Should any action be brought to construe, clarify, or obtain a declaration as to the terms of this Note or the parties' obligations under it, the prevailing party in such action shall recover its reasonable attorneys' fees.

8. **WAIVER OF PRESENTMENT.** Borrower, and any and all endorsers, guarantors and sureties of this Note, and all other persons liable or to become liable on this Note, jointly and severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity. The pleading of any statute of limitations as a defense to any demand against the makers, endorsers, guarantors and sureties is expressly waived by each and all such parties to the extent permitted by law.

9. **LOSS OF NOTE.** Upon notice from any holder to Borrower of the loss, theft, destruction or mutilation of this Note and, upon receipt of indemnity reasonably satisfactory to Borrower from any holder of this note (except that if Lender is the holder of this Note, an indemnification from Lender shall be sufficient) or, in the case of mutilation hereof, upon

surrender of the mutilated Note, Borrower will make and deliver a new note of like tenor in lieu of this Note.

10. **SUCCESSORS AND ASSIGNS.** This Note shall be binding upon and shall inure to the benefit of Borrower and Lender, and their successors and assigns.

11. **SEVERABLE PROVISIONS.** Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or enforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

12. **NOTICES.** Notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, mail or telegram or facsimile and addressed, if to Lender, 435 South "D" Street, Oxnard, California 93030, or if to Borrower, at 3416 Via Oporto, Suite 301, Newport Beach, California 92663. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by mail shall be deemed effective two (2) business days after depositing such notice, certified or registered mail, postage prepaid, properly stamped and sealed, with the United States Postal Service, properly addressed regardless of whether or when the notice is actually received by the addressee. Notice by telegram shall be deemed effective upon the transmission of the telegram, telegraph charges prepaid, to the party for whom it is intended at the recipient's address. Notice by facsimile shall be effective upon transmission. Notice by overnight guaranteed delivery service shall be deemed effective one (1) business day after depositing such notice with said service, charges prepaid and properly addressed. Either party may give notice of any change of address in accordance with the notice procedures described above.

13. **DEFAULT.** Any failure to perform any obligation of Borrower under this Note, the Deed of Trust, the Loan Agreement, or the Regulatory Agreement shall be considered a default hereunder.

14. **JOINT AND SEVERAL.** The obligations of Borrower in this Note shall be joint and several obligations of Borrower and of each Borrower, if more than one, and of each of Borrower's heirs, devisees, legatees, administrators, executors, personal representatives, successors and assigns.

15. **GENDER.** In this Note, whenever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural.

16. **TIME OF ESSENCE.** Time is of the essence in this Note and the performance of each of the covenants and agreements contained herein.

17. **GOVERNING LAW.** This Note shall be construed and enforced in accordance with the laws of the State of California.

18. **AUTHORITY.** The person executing this Note represents and warrants that such person has the authority to execute this Note and bind borrower to its provisions.

19. **CAPTIONS AND REFERENCES.** The captions of the Paragraphs of this Note are for the purposes of convenience only and are not intended to be part of this Note and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof. All "Paragraph" references are to the paragraphs of this Note, unless otherwise indicated.

20. **SECURITY.** This Note is secured by a deed of trust executed concurrently herewith, encumbering the property described therein.

21. **NONRECOURSE OBLIGATION.** Except as expressly provided in the second paragraph of this section, the Borrower, and the Borrower's officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Note or the performance of the covenants of the Trustor under the Deed of Trust securing the Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Lender, or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability for (a) fraud or willful misrepresentation; (b) the failure to pay taxes, assessments or other charges (which are not contested by Trustor in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (c) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than in accordance with the Deed of Trust; (d) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (e) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

DISCLOSURES. BORROWER HEREBY ACKNOWLEDGES THAT INTEREST IN THIS NOTE MAY AT TIMES TO BE CALCULATED BY HOLDER ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR AND IS FULLY AWARE THAT SUCH CALCULATIONS MAY RESULT IN AN ACCRUAL AND/OR PAYMENT OF INTEREST IN AMOUNTS GREATER THAN CORRESPONDING INTEREST CALCULATIONS BASED ON A THREE HUNDRED SIXTY-FIVE (365) DAY YEAR.

(Signatures appear on next page)

CDP DEVELOPERS, LLC, a California
limited liability company

Name:

Its: Managing Member

EXHIBIT C
DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD

Attn: _____
305 W. 3rd Street
Oxnard, California 93030

NO FEE PER GOV'T CODE SECTION 27383

APNs: 202-0-054-075 and -080

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)
(Secures Promissory Note, Affordable Housing Loan Agreement,
and Regulatory Agreement)

This DEED OF TRUST is made _____, 20____, between CDP Developers, LLC, a California limited liability company, herein called TRUSTOR, whose address is 3416 Via Oporto, Suite 301, Newport Beach CA 92663, _____, herein called TRUSTEE, and the City of Oxnard, a municipal corporation (the "City"), herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property located at 241 W 2nd Street, in the City of Oxnard, which is located in Ventura County, California, as more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference;

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

This grant is made for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of that certain Affordable Housing Loan Agreement dated _____, 20__, that certain Regulatory Agreement dated _____, 20__, and Promissory Note dated _____, 20__, in the face amount of \$1,500,000 made by CDP Developers, LLC. This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder, and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633

Contra Costa	4684	1	Mono	69	302	San Diego Series 5	1964	149774
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	25300	108
Lake	437	110	San Bernardino	6213	768	Toulumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the language in this Deed of Trust, the language of this Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, in a manner not allowed by the agreements secured by this deed of trust or without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him as his address hereinbefore set forth.

SIGNATURE OF TRUSTOR

CDP DEVELPERS, LLC, a California
limited liability company,

By:
Its: Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Ventura, State of California, described as follows:

A leasehold estate as created by that certain Ground Lease dated _____, 20__, executed by and between the Housing Land Trust Ventura County, a California nonprofit public benefit corporation, as lessor, and CDP Developers, LLC, a California limited liability company, as lessee, as evidenced by that certain "Memorandum of Ground Lease" recorded concurrently with the Deed of Trust in the Official Records of Ventura County, California, in and to the following:

LOTS 9, 10 AND 11 OF BLOCK 12, AS SHOWN ON A MAP OF THE NORTH ADDITION TO THE TOWN OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 5, PAGE 7, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID ASSOCIATED SOUTHERN INVESTMENT COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN DEED FROM ASSOCIATED SOUTHERN INVESTMENT COMPANY TO THE CITY OF OXNARD, DATED JUNE 20, 1974 AND RECORDED JUNE 28, 1974, IN BOOK 4281, PAGE 515 OF OFFICIAL RECORDS.

APN: 202-0-054-075 AND 080

EXHIBIT D
REGULATORY AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD

Attn: _____
305 W. 3rd Street
Oxnard, California 93030

NO FEE PER GOV'T CODE SECTION 27383

APNs: 202-0-054-075 and -080

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REGULATORY AGREEMENT
(CITY OF OXNARD)

THIS REGULATORY AGREEMENT (CITY OF OXNARD) ("Regulatory Agreement") is entered into effective _____, 20____, by CDP Developers, LLC, a California limited liability company ("Developer") in favor of the City of Oxnard, a municipal corporation ("City") pursuant to and in evidence of an "Affordable Housing Loan Agreement" executed by Developer concurrently herewith (the "Loan Agreement").

WHEREAS, Developer is or will be the ground lessee that certain real property in the City of Oxnard ("City"), County of Ventura, State of California ("Property") described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer and City have entered into the Loan Agreement in which Developer has agreed to operate the Property as an affordable housing project, and City has loaned \$1,500,000 from funds set aside in the Low- and Moderate-Income Housing Asset Fund to assist development of the assisted units within the affordable housing project (the "Project") in accordance with the provisions of the Community Redevelopment Law (Health & Safety Code sections 33000 et seq.), as modified by Health & Safety Code section 34176.1.

NOW, THEREFORE, IN CONSIDERATION FOR CITY'S ASSISTANCE, DEVELOPER COVENANTS AND AGREES FOR THE BENEFIT OF CITY AS FOLLOWS:

AGREEMENT

1. Definitions

- a. As used in this Regulatory Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Regulatory Agreement, the following words and terms shall have the same meaning given or attributed to them in Title 25 of the California Code of Regulations. Any term not defined herein shall have the meanings set forth in the Loan Agreement.

housing costs;
family;
household;
monthly adjusted income;

monthly income;
rent.

- b. For the purposes of this Regulatory Agreement a very low-income household or family, is a household or family with income not greater than fifty 50% of the median income for Ventura County Metropolitan Statistical Area as determined by the United States Department of Housing and Urban Development and published by HCD, adjusted for family size (“AMI”).

2. Term. The provisions of this Regulatory Agreement shall remain in effect for a period of 55 years from the date of the conversion of the Construction Loan to Developer from its construction phase to its permanent phase.

3. City Contributions. The City has provided funds for development costs of twenty-seven (27) affordable apartment units (Assisted Units”).

4. City Conditions. The Project shall meet all City conditions rules and regulations and shall be required to have approval of the Oxnard Planning Commission and City Council as required by City ordinances, resolutions, regulations and requirements.

5. Affordability Requirements. Twenty-seven (27) units shall be designated as Assisted Units, comprised of twenty-one (21) one-bedroom units and six (6) two-bedroom units. All of the Assisted Units shall be made available and rented only to very low-income households or families. The Assisted Units will be rented at rents which are not greater than 30% of fifty 50% of the AMI.

6. Construction. All work on the Project shall be performed by contractors, licensed under the laws of the State of California, as Developer may employ from time to time to execute such work. Developer shall comply with all federal, State and local laws and regulations pertaining to construction of the Project, including laws relating to competitive bidding and payment of prevailing wages, to the extent the same may be applicable. All work shall be performed in a workmanlike and quality fashion, free of encumbrances and liens, in full compliance with all applicable requirements of the Uniform Building Code and the Oxnard City Code. In addition to all other obligations of Developer as set forth in this Regulatory Agreement, Developer shall seek and obtain all necessary governmental approvals for the Project and shall pay all permit application fees and development exactions then prescribed by city ordinance or resolution at the time of submittal, unless such fees or exactions are waived by City. Nothing herein excuses compliance by Developer with any or all City ordinances, resolutions or procedures in connection with development of the Project.

7. Maintenance. Developer shall, at all times during the term of this Regulatory Agreement, cause the Property and the Project to be maintained in good condition and repair regardless of cause of the disrepair. Developer shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. City and any of its employees, agents, contractors or designees shall have the right to enter upon the Project at reasonable times and in reasonable manner to inspect the project.

8. Reports. Developer will provide City with reports and records as follows:

- a. On or before the last day of July each year, Developer shall submit to the City an annual report, which shall include, for each Assisted Unit, the rental rate and the income level of each occupant, which information shall be supplied by the occupants in a certified statement on a form approved by the City.
- b. Developer further understands and agrees that City may, at any time, request additional information that may be required for the purpose of making necessary reports to the Department of Housing and Urban Development and State Department of Housing and Community Development, or for otherwise evaluating Developer's progress and performance pursuant to this Regulatory Agreement. In the event of such requests, Developer shall comply by providing the appropriate data within 15 calendar days from the date of any such request.
- c. Developer further understands and agrees that the records and additional information described in this paragraph are required to be retained on a continuing basis for a period of 5 years after this Regulatory Agreement has expired.
- d. Developer further understands and agrees that its failure to comply with any and all reporting and data submission requirements of this paragraph 8 may be deemed by City to be evidence of cessation of operation under the Regulatory Agreement or conversion to an unapproved change in use, requiring recovery of loan funds pursuant to the Regulatory Agreement, provided, however, that a failure to comply with the reporting and data submission requirements shall not be deemed to be cessation of operation under the Regulatory Agreement or a conversion to an unapproved change unless Developer has failed to cure such failure to comply within 30 days after City gives Developer a "notice to cure", or if the failure cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure.
- e. All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail.

The affordability requirements contained in this Regulatory Agreement constitute covenants, conditions and restrictions that run with the land. Subject to the provisions of paragraph 17 below, if Developer fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within 30 days after City has notified Developer in writing of the default or if the default cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure, City shall have the right to enforce this Regulatory Agreement by any means permitted by law, including an action at law or in equity to compel Developer's performance of its obligations, and/or for damages.

9. Monitoring Fee. In accordance with the Loan Agreement, Developer shall pay to City an annual monitoring fee on January 1 of the year following issuance of the certificate of occupancy

for the Project and every January 1 thereafter during the term of this Regulatory Agreement in the amount of One Hundred Fifteen Dollar (\$115) per each Assisted Unit.

10 Hold Harmless Indemnification.

- a. Developer shall at all times defend, indemnify and save City and the City of Oxnard Housing Authority ("Housing Authority"), including their boards, council members, commissioners, agencies, departments, officers, employees, agents and volunteers, harmless against any and all claims, lawsuits, judgment, demands and liability against City, or the Housing Authority, all of their boards, council members, commissioners, agencies, departments, officers, employees, agents and volunteers, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the operations conducted or subsidized in whole or in part by City related to this Regulatory Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Developer is not obligated to indemnify City or others for claims based upon their use of information provided by Developer, provided the information itself is accurate. Developer shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Regulatory Agreement and/or any subcontract which Developer enters into relating to implementation of the Project.
- b. Developer's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Borrower is obligated to indemnify and hold harmless.

11. Modifications. This Regulatory Agreement is subject to written modification and termination as necessary by City in accordance with requirements contained in any future federal or state legislation and regulations. All other modifications must be in written form and approved by both parties. To the extent that any lender to, or equity investor in, the Project requires changes to this Regulatory Agreement, which changes do not materially affect the basic affordability, reporting, and enforcement provisions hereof, the City agrees to cooperate to effect such changes within a reasonable time.

12. Sale Of Property/Change Of Use. Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Regulatory Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Regulatory Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project. Developer further understands and agrees that the loan funds provided to Developer under this Regulatory Agreement are made

act of City which shall not excuse performance by City), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Regulatory Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Regulatory Agreement may also be extended in writing by the mutual agreement of City's Housing Director and Developer.

18. Benefit Of Agreement. This Regulatory Agreement and every provision hereof is for the exclusive benefit of Developer and City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Developer's or City's obligations under this Regulatory Agreement.

19. Enforcement Of Agreement. If any terms, provisions, conditions or covenants in this Regulatory Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Regulatory Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Regulatory Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Governing Law. The terms of this Regulatory Agreement shall be interpreted according to the laws of the State of California.

21. Rights of Mortgage Holders. The provisions of these Covenants do not limit the right of the holder of any mortgage, deed of trust or other lien or encumbrance to exercise any of its remedies for the enforcement of any pledge or lien upon the Property, recorded prior in time to this Regulatory Agreement or to which this Regulatory Agreement has been subordinated in writing. In the event of any foreclosure under any such mortgage, deed of trust, or other lien or encumbrance, or a sale pursuant to any power of sale included in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns and the Property shall not be subject to conditions, restrictions and covenants contained in Paragraphs 5, 6, and 8 hereinabove.

22. City Successors. City, its successors and assigns, is deemed the beneficiary of the covenants contained herein, without regard to technical classification and designation. The covenants shall run in favor of City, its successors and assigns, without regard to whether City has been, remains, or is an owner of any land or interest therein.

23. Modification. City and its successors and assigns, and Developer and its successors and assigns shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in these covenants without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property: provided, however, that the obligations set forth in paragraph 20 shall not be subject to modification without the consent of any affected lienholder.

24. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, familial status, medical condition, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number use or occupancy of buyers, tenants, lessees, subtenants, sublessees, or vendees of the Property.

The Developer shall refrain from restricting the rental, sale or lease of the Property to any person on the basis of race, color, religion, ancestry, familial status, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

“The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.0 of the Government code, in the sale, lease sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lesses, subtenants, sublesses, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(Signatures appear on next page)

IN WITNESS WHEREOF, City and Developer have executed this Regulatory Agreement.

(NOTARIZATION REQUIRED)

City:

THE CITY OF OXNARD, a municipal corporation

Alexander Nguyen, City Manager

Developer:

CDP DEVELOPERS, LLC, a California limited liability company

By: _____
Its: Managing Member

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

EXHIBIT "A"

All that certain real property situated in the County of Ventura, State of California, described as follows:

A leasehold estate as created by that certain Ground Lease dated _____, 20__, executed by and between the Housing Land Trust Ventura County, a California nonprofit public benefit corporation, as lessor, and CDP Developers, LLC, a California limited liability company, as lessee, as evidenced by that certain "Memorandum of Ground Lease" recorded concurrently with the Deed of Trust in the Official Records of Ventura County, California, in and to the following:

LOTS 9, 10 AND 11 OF BLOCK 12, AS SHOWN ON A MAP OF THE NORTH ADDITION TO THE TOWN OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 5, PAGE 7, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID ASSOCIATED SOUTHERN INVESTMENT COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN DEED FROM ASSOCIATED SOUTHERN INVESTMENT COMPANY TO THE CITY OF OXNARD, DATED JUNE 20, 1974 AND RECORDED JUNE 28, 1974, IN BOOK 4281, PAGE 515 OF OFFICIAL RECORDS.

APN: 202-0-054-075 AND 080

EXHIBIT E

DISBURSEMENT SCHEDULE

Percentage of Project Completion	Percentage of Funds Disbursed	Maximum Disbursement Amount
15%	15%	\$225,000
35%	20%	\$300,000
55%	20%	\$300,000
75%	20%	\$300,000
90%	15%	\$225,000
100%	10%	\$150,000
Total	100%	\$1,500,000

Final 10% Disbursement to occur after final inspection and 100% Occupancy of Units.

EXHIBIT F
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-F.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE

(MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
		COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/\$500,000 & listed sub-consultant Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

Telephone: _____

NAMED INSURED

POLICY INFORMATION:

Insurance Company: _____
 Policy No.: _____
 Policy Period: (from) _____ (to) _____
 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
 with an Aggregate of \$ _____ applies to _____
 coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

- ☐ Claims Made
 Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS**COVERAGES**

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

LIABILITY LIMITS IN THOUSANDS \$EACH
OCCURRENCE

AGGREGATE

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____
 Address: _____
 Telephone: () _____

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

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

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
 (original signature required)

Telephone: () _____ Date Signed _____

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF OXNARD
Attn: Housing Director
305 W. 3rd Street
Oxnard, California 93030

NO FEE PER GOV'T CODE SECTION 27383

APNs: 202-0-054-075 and -080

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF AFFORDABILITY RESTRICTIONS
ON TRANSFER OF PROPERTY
(CITY OF OXNARD)**

NOTICE IS HEREBY GIVEN THAT the City of Oxnard, a municipal corporation ("City"), to carry out certain obligations under the Community Redevelopment Law of the State of California (Health & Safety Code Section 33000 et seq., as modified by Health & Safety Code Section 34176.1), has required CDP Developers, LLC, a California limited liability company ("Developer") to enter into that certain "Regulatory Agreement (City of Oxnard)" with City (the "Restrictions"), recorded concurrently herewith, with reference to the loan from City to Developer in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) from funds set aside in the Low- and Moderate-Income Housing Asset Fund (the "Loan") to cover the development costs of twenty-seven (27) affordable apartment units ("Assisted Units") within the affordable housing project located on the real property in the City of Oxnard, County of Ventura, State of California, identified with Assessor's Parcel Numbers 202-0-054-075 and -080, and further described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

The affordability covenants and restrictions contained in the Restrictions include the following (without limitation and as further described in the Restrictions):

1. The Restrictions shall remain in effect for a term of fifty-five (55) consecutive years commencing upon the date that the first Assisted Unit is occupied.
2. The Assisted Units shall be comprised of twenty-one (21) one-bedroom units and six (6) two-bedroom units, all of which shall be made available and rented only to very low-income households or families, defined as a household or family with income not greater than fifty percent (50%) of the

median income for Ventura County Metropolitan Statistical Area as determined by the United States Department of Housing and Urban Development and published by HCD, adjusted for family size ("AMI").

3. The Assisted Units will be rented at rents which are not greater than thirty percent (30%) of fifty percent (50%) of the AMI.
4. Developer is obligated to, among other things, provide City with certain reports and records on a regular basis, and pay City an annual monitoring fee in the amount of One Hundred Fifteen Dollar (\$115) per each Assisted Unit.
5. The affordability covenants and restrictions contained in the Restrictions constitute covenants, conditions and restrictions that run with the land, and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property. The Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in the Restrictions. In the event that Developer or any of its successors and assigns violates any of the covenants and restrictions contained in the Restrictions following reasonable notice and opportunity to cure, the total amount of the Loan shall become immediately due and payable.

This Notice of Affordability Restrictions on Transfer of Property ("Notice") is recorded for the purpose of providing notice only, and in no way modifies the provisions of the Restrictions. In the event of any conflict between this Notice and the Restrictions, the terms of the Restrictions shall prevail.

This Notice is being recorded and filed by City in compliance with Health and Safety Code Section 33334.3(f)(3)(B), and shall be indexed against City and Developer.

(Signatures appear on next page)

IN WITNESS WHEREOF, City and Developer have executed this Notice
as of _____, 20__.

(NOTARIZATION REQUIRED)

City:

THE CITY OF OXNARD,
a municipal corporation

Alexander Nguyen, City Manager

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

Developer:

CDP DEVELOPERS, LLC, a
California limited liability company

By:

Its: Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Place Notary Seal Above)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
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Signature of Notary Public

(Place Notary Seal Above)

EXHIBIT "A"

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A leasehold estate as created by that certain Ground Lease dated _____, 20____, executed by and between the Housing Land Trust Ventura County, a California nonprofit public benefit corporation, as lessor, and CDP Developers, LLC, a California limited liability company, as lessee, as evidenced by that certain "Memorandum of Ground Lease" recorded concurrently with the Deed of Trust in the Official Records of Ventura County, California, in and to the following:

LOTS 9, 10 AND 11 OF BLOCK 12, AS SHOWN ON A MAP OF THE NORTH ADDITION TO THE TOWN OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 5, PAGE 7, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ALL URANIUM, THORIUM AND OTHER FISSIONABLE MATERIALS, ALL OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER, WHETHER SIMILAR TO THESE HEREIN SPECIFIED OR NOT, WITHIN OR UNDERLYING, OR WHICH MAY BE PRODUCED FROM THE HEREINBEFORE DESCRIBED LAND, TOGETHER WITH THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID URANIUM, THORIUM, AND OTHER FISSIONABLE MATERIALS, OIL, GAS, PETROLEUM, ASPHALTUM, AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT SAID ASSOCIATED SOUTHERN INVESTMENT COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON 'THE SURFACE OF SAID LAND, OR TO USE SAID LAND OR ANY PORTION THEREOF TO SAID DEPTH OF FIVE HUNDRED (500) FEET, FOR ANY PURPOSE WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN DEED FROM ASSOCIATED SOUTHERN INVESTMENT COMPANY TO THE CITY OF OXNARD, DATED JUNE 20, 1974 AND RECORDED JUNE 28, 1974, IN BOOK 4281, PAGE 515 OF OFFICIAL RECORDS.

APN: 202-0-054-075 AND 080

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF VENTURA AND THE CITY OF
OXNARD FOR THE FINANCIAL SHARING ARRANGEMENT FOR THE PERMANENT YEAR-ROUND
HOMELESS SHELTER**

1. Purpose of Memorandum of Understanding

The City of Oxnard ("City") wishes to establish and operate a permanent, year-round shelter for homeless persons ("Shelter"), to replace temporary shelter operations at 351 South K Street. The County of Ventura ("County") wishes to support City in developing and operation of the Shelter, including providing financial support.

City and County believe that in order to achieve these goals, it is important that each party express its commitment to the overall Shelter project and state with some particularity the roles and responsibilities each expects to fulfill. Thus, the parties hereby agree to this Memorandum of Understanding (MOU) as a framework for future implementation of the Shelter project.

In general, the parties agree in principle to share equally the capital costs for acquiring and developing a suitable facility and the on-going costs for operating a permanent, year-round Shelter. Each party acknowledges that the allocation of funds or resources to the Shelter project in the future will require formal approval(s) by their respective governing bodies and a cost-sharing agreement detailing each parties' actual financial commitment to the Shelter.

2. Term of MOU

The term of this MOU shall be for one year commencing on the last date of execution set forth below and shall automatically renew and continue in full force and effect for one additional year on each annual anniversary date thereafter, unless terminated as provided below or superseded by another agreement.

3. Capital Improvement Costs of Shelter

City's goal is to obtain a facility to provide a Shelter for up to 110 persons who would otherwise be homeless within City. City has identified City-owned property at 2nd and B Street in downtown Oxnard as suitable development as a Shelter. Once City has identified the necessary construction and development costs, City and County will seek to agree on the total projected cost for developing the facility for use as a residential shelter and enter a 50/50 cost sharing agreement. The parties anticipate that County's obligation to pay 50% of the costs for acquisition and development of Shelter may be satisfied, in whole or in part, by in-kind contributions.

For illustration purposes, City and County staff have estimated the total capital expenditures for Shelter and have drafted a tentative agreement for capital expenditures cost sharing in the attached Exhibit 1, which is incorporated by reference. Final and binding

agreements as to capital improvements and financial obligations will be prepared and submitted to each parties' governing body for approval, as appropriate.

4. Operational Costs of Shelter

City will select a qualified provider to run and manage the Shelter. County may provide input or assist in the selection of the Shelter provider if requested by City. City will enter into a contract with the selected Shelter provider. County will not be a party to the Shelter provider contract.

The parties expect that before each year of operation, their staffs will meet and jointly determine the budget necessary to fund operation of the Shelter for the upcoming fiscal year (or other period). Staff will then recommend to their governing bodies that it pay for fifty percent (50%) of that year's operational budget, either through cash or in-kind contributions.

For illustration purposes, City and County staff have estimated the total operating costs for Shelter's first year and have drafted a tentative agreement for sharing operational costs in the attached Exhibit 2, which is incorporated by reference. Final and binding agreements as to operational responsibilities and financing will be prepared and submitted to each parties' governing body for approval, as appropriate.

5. Additional Revenue

Any cost-sharing agreement shall include provisions that if either City or County (or both) receive grants, donations or similar contributions for use in the acquisition, development or operation of the Shelter, such funds shall be applied to the Shelter's expenses and City's and County's respective financial contributions proportionally reduced. This provision shall be implemented so that City and County benefit equally from such additional revenues. Such proportional reduction in each party's financial contribution will be made regardless of whether that additional revenue was individually or jointly pursued or awarded. However, funds received by City or County that have been historically awarded or allocated to each entity for other homeless-related programs or services, and which have not been identified for Shelter expenses, shall remain under the control of the recipient party, which shall have sole discretion over its use.

6. No Liability for Operator

Nothing in this MOU shall be construed to make either City or County responsible for any costs incurred by the Shelter operator or any other service provider working with the Shelter that have not been expressly identified and agreed to by the parties.

7. Payment Schedule

The parties will structure payment schedules and timing of payments in a future cost-sharing agreement.

8. Annual Meeting

Once a cost-sharing agreement is executed, the parties agree that their staffs will meet at least once each year to discuss and review the overall costs and performance of the Shelter and to plan the Shelter's budget for the next fiscal year.

9. Dispute Resolution

If the parties have a dispute that they are unable to resolve at the staff level, either party may escalate the dispute to the executive staff level, (i.e., to the City Manager and the County Executive Officer) by submitting a signed and dated request for dispute resolution. If the City Manager and the County Executive Officer cannot come to resolution, the item in dispute may be presented to the City Council and the County Board of Supervisors for resolution.

10. Termination

If either City or County unilaterally determines that costs associated with the Shelter are not feasible or sustainable and that the party is unable to contribute the estimated costs, the party may terminate this MOU by providing the other party with written notice of termination. Any equipment, supplies, furniture and other items provided by County to City for the Shelter under this MOU prior to notice of termination shall be considered the property of City or of the operator under the terms of City's contract with operator.

11. Reporting and Accountability

The parties intend that no less than annually from the date of the initial opening of the Shelter, City will provide a full accounting of the operational activity and costs to County and that the accounting will be presented to each jurisdiction's governing body.

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12. Entire Agreement of the Parties

This MOU constitutes the entire agreement between the parties, which can only be amended or modified in writing by each of the parties.

IN WITNESS THEREOF this MOU has been executed as of the date herein:

COUNTY OF VENTURA

_____ Date: _____

Linda Parks, Chair of the Board of Supervisors

ATTEST

_____ Date: _____

Deputy Clerk of the Board, County of Ventura

APPROVED AS TO FORM

_____ Date: _____

County Counsel, County of Ventura

CITY OF OXNARD

_____ Date: _____

John C. Zaragoza, Mayor

ATTEST

_____ Date: _____

Rose Chaparro, City Clerk

APPROVED AS TO FORM

_____ Date: _____

Stephen M. Fischer, City Attorney

EXHIBIT 1

**COST SHARING ESTIMATES
CAPITAL EXPENDITURES FOR OXNARD HOMELESS SOLUTIONS CENTER**

For illustration purposes, the costs to construct Shelter, and City and County's tentative agreement to share those estimated costs, are as follows:

Shelter-related costs will include costs associated with the construction of the ground floor space where the shelter will be located, improvements required for the buildout of the shelter space, shelter related design fees, and a portion of the costs associated with amenities that will benefit shelter guests and the Permanent Supportive Housing unit tenants.

The proposed capital costs to construct the emergency shelter portion of the development is estimated at \$4,059,128. The County's share of the costs is estimated to be \$2,029,564 and the City's share of the costs is estimated to be \$2,029,564.

EXHIBIT 2

**COST SHARING ESTIMATES
SHELTER OPERATIONS**

For illustration purposes, the estimated costs to operate City's Shelter, and City and County's tentative agreement to share those estimated costs, are as follows:

<u>Description</u>	<u>County Share</u>	<u>City Share</u>	<u>Total</u>
Est. Annual Costs			\$ 2,902,120
50/50 Sharing	\$1,451,060	\$1,451,060	
Total Cost Sharing	\$1,451,060	\$1,451,060	\$2,902,120

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 2021- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF OXNARD, HOUSING TRUST FUND VENTURA COUNTY AND CDP DEVELOPERS, LLC AND FURTHER AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AND TAKE ALL NEEDED ACTIONS IN CONSULTATION WITH CITY ATTORNEY RELATIVE TO ENTERING INTO A DONATION AGREEMENT, AGREEMENT CONTAINING COVENANTS AND ENTERING INTO A LOAN AGREEMENT WITH CDP DEVELOPERS LLC FOR THE CONSTRUCTION OF THE HOMELESS SOLUTIONS CENTER PROJECT AND OTHER MATTERS PERTAINING THERETO

WHEREAS, the City Council hereby finds and declares that it is necessary, essential and a public purpose for the City to enter into a variety of agreements to facilitate the development of a 110 bed overnight homeless shelter, office space for the provision of supportive and clinical services and 56 units of permanent supportive housing for rent to low-income individual and families to be located at 2nd and B Street, Oxnard, California ("Property") and known as The Homeless Solutions Center Project ("Project"); and

WHEREAS, in furtherance of the Project the City Council desires to approve and authorize the Mayor to execute a Disposition and Development Agreement ("DDA") by and among the City, the Housing Trust Fund Ventura County, a California nonprofit public benefit corporation ("Housing Trust Fund"), and CDP Developers, LLC, a California limited liability company ("Developer"); and

WHEREAS, the requirements of the Surplus Land Act (Government Code Section 54221 et seq.) are not applicable to property that is necessary for an "agency's use", which definition includes land that is planned to be used pursuant to a written plan adopted by the local agency's governing board; and

WHEREAS, because the Project is to be developed on the Property in accordance with the goals identified in the City's 2018 Homeless Five-Year Plan and Strategy which includes the operation of a year-round emergency shelter and navigation center and providing permanent housing choices for Oxnard's homeless population, the Property is necessary for the City's use and is therefore not subject to the Surplus Land Act; and

WHEREAS, because the term “economic opportunity” is defined in Government Code Section 52200.2 to include affordable housing, and the Project consists of affordable housing, the sale of the Property will assist in the creation of economic opportunity; and

WHEREAS, the consideration to be paid by the Developer for the Property is not less than the fair reuse value thereof at the use and with the covenants authorized by the sale; and

WHEREAS, in furtherance of the Project the City Council desires to approve and authorize the City Manager or designee to execute a Donation Agreement (“Donation Agreement”) by and between City and Housing Trust Fund wherein City shall donate the Property to Housing Trust Fund to facilitate the development of the Project; and

WHEREAS, in furtherance of the Project the City Council desires to approve and authorize the City Manager or designee to execute an Agreement Containing Covenants (“ACC”) by and among City, Housing Trust Fund and Developer restricting the use of the Property for affordable housing to very low-income individuals and families; and

WHEREAS, in furtherance of the Project the City Council desires to approve a loan in the amount of \$1,500,000 from the City’s Low- and Moderate-Income Housing Asset Fund and authorizes the City Manager or designee to execute an (i) Affordable Housing Loan Agreement; (ii) Promissory Note; (iii) Deed of Trust with Assignment of Rents; and (iv) Regulatory Agreement (collectively “Loan Documents”) by and between City and Developer; and

WHEREAS, the City Council has determined that the approval of this Resolution and the acts authorized therein are exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code of Regulations section 15280 and Public Resources Code sections 21159.21 and 21159.23; and

WHEREAS, the City Council hereby finds and declares that this Resolution is being adopted by the City pursuant to the powers granted to the City.

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

1. The City Council hereby finds and declares that the above recitals are true and correct.
2. The City Council hereby finds and declares that the sale of the Property will assist in the creation of economic opportunity.

3. The City Council hereby finds and declares the consideration to be paid by the Developer for the Property is not less than the fair reuse value thereof at the use and with the covenants authorized by the sale.
4. The City Council hereby approves and authorizes the Mayor to execute the DDA.
5. The City Council further approves and authorizes the City Manager or designee to take all needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to (i) Donation Agreement; (ii) ACC; (iii) Loan Documents; and (iv) any other agreements for the purpose of developing, maintaining and operating the Project.
6. That the City Clerk is directed to prepare and file a Notice of Exemption with the County Clerk.
7. This Resolution shall take effect from and after the date of its passage and adoption.

(signatures appear on next page)

PASSED AND ADOPTED this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Housing Department
Project/Program Successor Agency Housing Set-Aside
Manager: Elsa Brown

Date: March 30, 2021
Phone: (805) 385-7404

Reason for Appropriation:

To appropriate \$1,500,000 to issue a gap-financing loan to a developer to construct new affordable housing units and \$94,000 to pay for staff time to carry out eligible affordable activities using the Successor Agency Housing Set-Aside fund (420).

Accounts and Descriptions

AMOUNT

Expenditures/Transfers Out

Fund: 420 - SUCCESSOR AGY-HOUSING SET

FY 2021 CDP 2nd and B Housing Loan (Project 21IN01)

420-5127-893-8364 Housing Assist Loan/Grant 1,500,000

Housing Successor-Set Aside Operations (4700)

420-4700-861-8001 Direct Labor/Regular 94,000

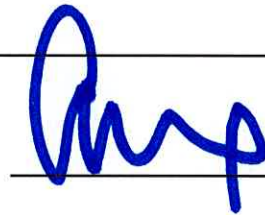
Sub-total Expenditures 1,594,000

Net Change to Fund Balance 1,594,000

Net Appropriation Change 1,594,000

Approvals

Department Director



Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

Homeless Solutions Center

Emilio Ramirez
Housing Director

March 30, 2021

What is the scale of our homeless crisis?

HOMELESSNESS IN OXNARD - POINT IN TIME COUNT

	2019	2020
Unsheltered	455	379



How had we been addressing the homeless crisis?

WINTER WARMING SHELTER



Approximately \$390,000 for a 3 month and 10 day period of part time operation (plus the support of two city staff members)

PRIOR PUBLIC POLICY



Approximately \$3,267,483 expended in 2018 & 2019.
City tax dollars only!

New policy direction to solve homeless crisis



Homeless Five – Year Plan and Strategy 2018

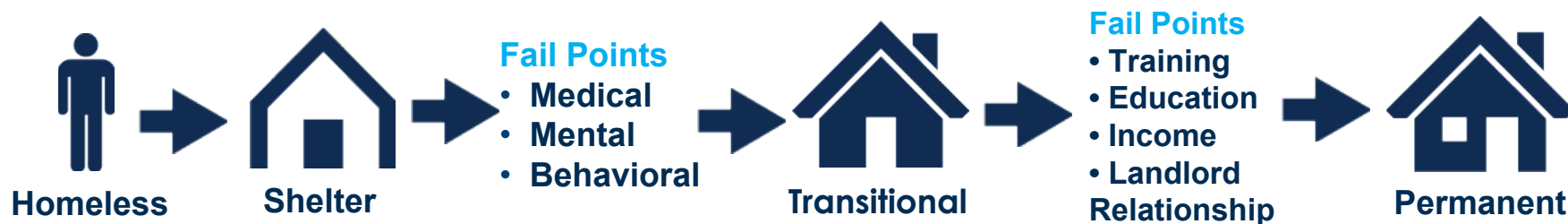


A Blueprint for Reducing Homelessness in Oxnard

HOUSING FIRST MODEL

which includes wrap-around services

Housing Readiness



Housing First



Searching for the Site

Between July 2019- Oct. 2019 staff considered 21 sites

Location	Status at Time of Consideration
710 Ives	In Escrow
1731 Ives	In Escrow
720 Pacific	Owner Not Interested
2400 Sturgis	Owner Not Interested
600 E. Fifth	Not Allowed
500 E. Third	Not Allowed
1641 Mnt View	Owner Not Interested
3151 W. Fifth	Airport
2021 Cabot	Owner Not Interested
1551 Pacific	Owner Not Interested

Location	Status at Time of Consideration
1731 Ives	In Escrow
201 Lombard	Owner Not Interested
1620 Emerson	Owner Not Interested
2150 Trabajo	Not Allowed
1101 Maulhardt	Owner Not Interested
1975 Lockwood	Owner Not Interested
301 S. Rice	Owner Not Interested
1200 Stratham	Too Large
1401 N. Rice	Too Large
1201 Rice	Owner Not Interested
220 S. K	Airport

The First “Housing First” Project



The First “Housing First” Project



Five levels high

110 beds (13,078 square feet)

Office & Supportive services (2,640 square feet)

56 permanent supportive housing units

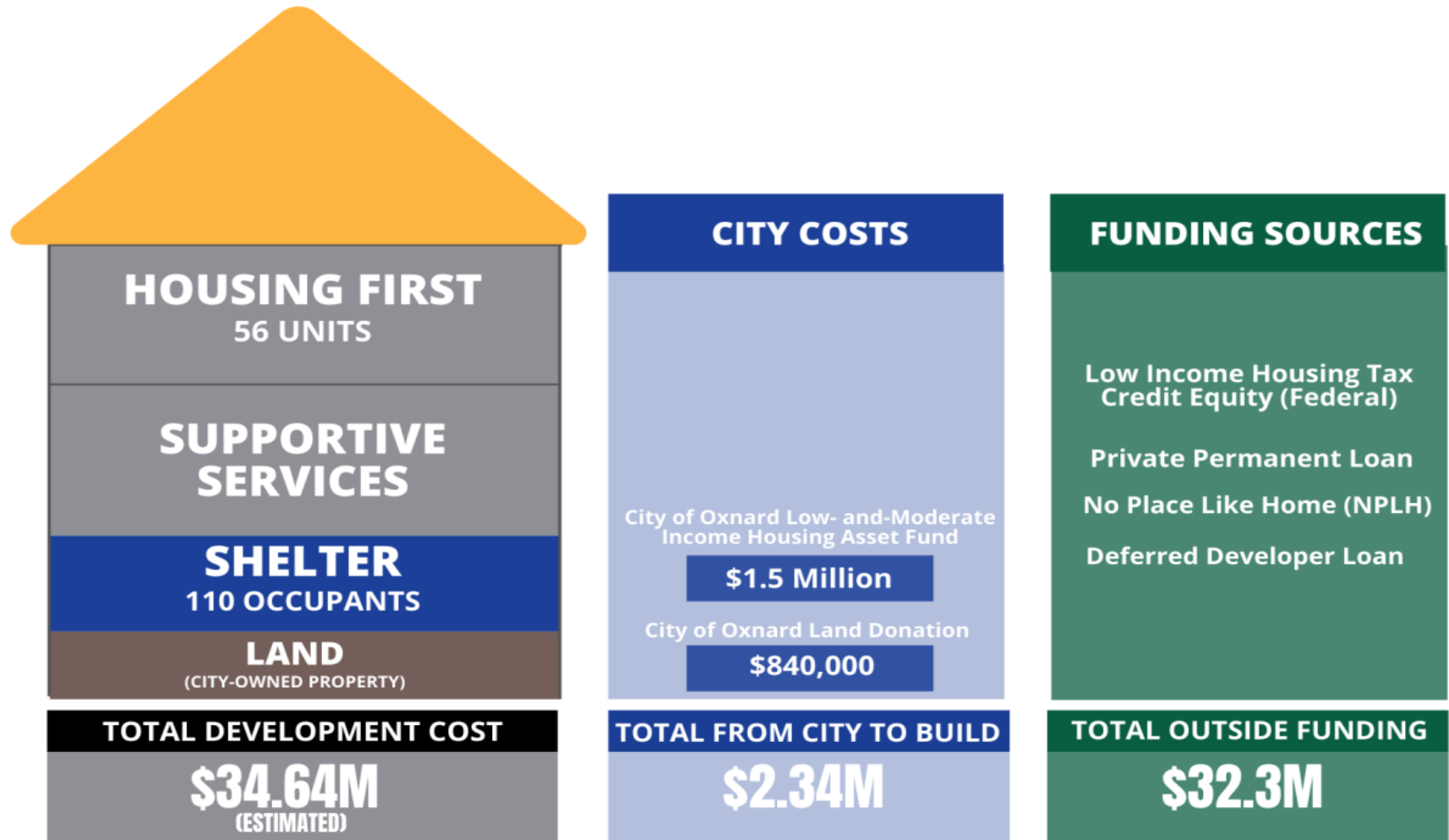
Public Outreach to Vet the First Housing First Site & Homeless Solution Center

1. Downtown Oxnard Board Meeting on January 22, 2020
2. Wilson Neighborhood Meeting held on February 2, 2020
3. Town Hall Meeting on February 11, 2020
4. Community Meeting on February 27, 2020
5. Commission on Homelessness on March 2, 2020
6. Dignity Health hosted a meeting on March 3, 2020
7. Housing & Economic Development Committee on May 26, 2020
8. City Council Meeting on June 30, 2020 (Exclusive Negotiating Agreement)
9. Housing & Economic Development Committee on September 22, 2020
10. Community Development Department Workshop on October 19, 2020
11. Community Development Director Hearing on November 30, 2020 (DDR & Lot Line Adjustment Permits)
12. Planning Commission Hearing on December 17, 2020 (Density Bonus & Special Use Permits)

Building the Homeless Solution Center

1. City donates land (valued at \$840,000) which leverages \$32 million in NON City funds (Developer, State, Federal and Private) to build the 5 story structure
2. City will contribute \$1.5 million in affordable housing funds towards the 56 Permanent Supportive Housing Units, located in the upper levels of the building above the shelter space
3. City and County will split costs of the improvements to the first floor shelter
 - a. City already allocated \$1.5M in Measure O funds for these improvements
4. City and County will split the operating costs of the shelter

Building the Homeless Solution Center



Necessary Approvals

1. Disposition and Development Agreement
 - a. A Donation Agreement
 - b. Agreement Containing Covenants
2. Affordable Housing Loan Agreement
3. Regulatory Agreement
4. Deed of Trust
5. Promissory Note
6. Notice of Affordability Restrictions
7. Memorandum of Understanding
8. Budget Appropriation
9. Resolution

Development and Disposition Agreement

1. Conveyance of the City-owned property to the Housing Trust Fund Ventura County
2. A 99-year ground lease between Community Development Partners (CDP) and the Housing Trust Fund Ventura County and a 99-year sublease of the shelter space between CDP and a shelter operator procured, selected, and contracted by the City
3. The Covenants restrict the use to a 110 bed overnight homeless shelter, office space for the provision of supportive and clinical services, and 56 units of permanent supportive housing
4. The permanent supportive housing units must be made affordable to very low income households
5. The City of Oxnard maintains the right to recapture the donated property should the Land Trust ever dissolve or fail to adhere to the terms of the covenants

Memorandum of Understanding with the County of Ventura

Operations	
Total Cost Estimate:	\$2,902,120 (includes a \$243,093 contingency)
City & County Operation:	\$1,451,060 (includes a \$121,547 contingency) each
Source:	Measure O & Permanent Local Housing Allocation Funds
Capital	
Capital (tenant improvement) Cost Estimate:	\$4,059,128
City Capital Cost:	\$2,029,564*
County Capital Cost:	\$2,029,564
Source:	Measure O (\$1.5M) & credit for land value and affordable housing funds (\$529,564)

Development Schedule

Received Entitlements	Fall/Winter 2020
City Award of Project Based Vouchers	Winter 2020
Award of NPLH Funding*	June 2021
Award of 4% Tax Credit Allocation*	October 2021
Begin Construction	Spring 2022
Occupancy	Fall 2023

**If funding is not secured during first round of funding application submissions, then delays of 6 months to one-year intervals will occur*

That the City Council:

1. Conduct a public hearing to adopt a resolution authorizing the Mayor to execute a Development and Disposition Agreement, and further authorizing the City's City Manager or Designee to execute and take all needed actions relative to entering into a Donation Agreement, Agreement Containing Covenants, and Entering into a Loan Agreement for the construction of the Homeless Solutions Center at 241 West Second Street and other matters pertaining thereto; and
2. Authorize the Mayor to execute a Memorandum of Understanding regarding the financial sharing arrangement for the permanent year-round shelter to be located on the ground floor of the Homeless Solutions Center; and

3. Approve a budget appropriation of \$1,500,000 from the Low-and-Moderate Income Housing asset fund to issue CDP Developers LLC a gap-financing loan for the development of the Homeless Solution Center;
4. Approve a budget appropriation of \$94,000 for personnel expenses to pay for City staff time to carry out and administer eligible Low-and-Moderate Income Housing asset fund activities from the Low-and-Moderate Income asset funds of the former redevelopment agency.



End of Presentation



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. N.1

DATE: March 30, 2021
TO: City Council
FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org
SUBJECT: Request of Mayor Zaragoza: Appropriation of Funds for Park Maintenance. (0/10/15)

RECOMMENDATION

That the City Council approve and authorize the City Manager to appropriate funds for park maintenance in the amount of \$300,000 from the available fund balance in the General Fund (101).
(Finance and Governance Committee approved 3-0)
Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/TF6ImUUbdhE>

BACKGROUND

Mayor Zaragoza requested that the City Council consider placing an item on a future Council agenda to discuss consideration of appropriation of funds for park maintenance.

During the budget adoption for Fiscal Year 2019-20, the City Council was faced with a \$9.2 million deficit. As a result, 12 groundworker positions were eliminated which limited staff ability to maintain the parks. This reduction plus a reduction of contract services and water usage resulted in a budget savings of \$1,262,000.

The current service level for the parks is a monthly mowing schedule. However, there are additional impacts to the scheduled mowing due to the park staff also being responsible for the citywide tree, median, and parkway maintenance.

DISCUSSION

Increasing the service level of the parks to weekly mowing will require additional labor and equipment that is currently unavailable.

Therefore, it is recommended that to contract the weekly mowing of all 33 General Fund parks (Neptune Square Park has no turf). The two (2) Measure O funded parks will continue to be maintained by assigned Parks Division staff and 17 parks are maintained by Special Districts.

The conservative estimated cost for the weekly mowing of all City parks is \$100,000 per month. The contract specifications will limit the contracted work to just mow, trim, and remove clippings in an effort to keep costs low. All other park maintenance services will continue to be performed by City staff.

A multi-year contract for park maintenance is currently being developed for consideration in FY 2021-22. If approved, the contract will begin July 1, 2021.

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:

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

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

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

FINANCIAL IMPACT

The estimated cost for services from April 1, 2021 through June 30, 2021, is \$300,000. The funding will be appropriated from the General Fund available fund balance to Parks Division professional contract (Account 101-5701-805-82-09).

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on March 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. BA Parks Maint Appropriation
2. Presentation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Steve Howlett

Date: April 20, 2021
Phone: 805-385-7900

Reason for Appropriation:

Appropriate funds for park maintenance in the amount of \$300,000 from the available fund balance in the General Fund (101).

Accounts and Descriptions

AMOUNT

Fund: 101 GENERAL FUND

Expenditures/Transfers Out

Parks Division

101-5701-805-82-09	PROF SERVICES	300,000
	Sub-total Expenditures	300,000

Net Change to Fund Balance	<u>(300,000)</u>
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Net Appropriation Change	<u>300,000</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUEST OF MAYOR ZARAGOZA: APPROPRIATION OF FUNDS FOR PARK MAINTENANCE

City Council
March 30, 2021

Steve Howlett
Assistant Public Works Director

That the City Council approve and authorize the City Manager to appropriate funds for park maintenance in the amount of \$300,000 from the available fund balance in the General Fund (101).

(Finance and Governance Committee approved 3-0)

- FY 2019-20 Budget was faced with a \$9.2M operating deficit
 - Budget cuts included a reduction of 12 ground worker positions plus decreased contract services and water usage
 - Resulted in budget savings of \$1.2M
 - Current service level for the parks is a monthly mowing schedule
-

- Increasing the service level of the parks to weekly mowing will require additional manpower and equipment
- Recommend to contract weekly mowing of all 33 General Fund parks
- Two (2) Measure O funded parks will continue to be maintained by assigned Parks Division staff
- Conservative estimated cost for the weekly mowing of all City parks is \$100,000 per month

- Estimated total cost for these maintenance services is \$300,000 from April 1, 2021 to June 30, 2021
- Will require a budget appropriation from available fund balance in the General Fund (101) to the Parks Division



QUESTIONS



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. N.2

DATE: March 30, 2021

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org

SUBJECT: Update on the Preparation of the Climate Action and Adaptation Plan. (0/5/10)

RECOMMENDATION

That the City Council receive an update on work to prepare and engage the community in the preparation of the City's Climate Action and Adaptation Plan (CAAP).

(This item did not originate in Committee.)

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

video: <https://youtu.be/1ALqwXWcJro>

BACKGROUND

EXECUTIVE SUMMARY

The purpose of this report is to provide the City Council with an update on the City's CAAP work efforts. This includes a detailed summary of what creates climate impacts in the City, an analysis of the City's compliance with emission targets, and identification of what the City can do to reduce these climate change activities. The report is intended to set the stage for community engagement following the City's extensive work securing, and analyzing the City's emission inventories. The report provides Council with information on the next steps, including the steps to secure robust and inclusive community engagement. A more detailed identification and analysis of municipal and community climate change contributors is contained in the report attachments, with summaries provided within the body of the staff report. Finally, while no decisions will be made during this meeting, the report provides concepts such as reduction targets and a proposed CAAP mission and vision statements which will be presented to the community and the Council Committee in the near future. Recommendations from these two bodies will be provided to the City Council, with the goal of establishing 2030 CAAP emission targets, strategies to achieve these targets, and the creation of the desired CAAP mission and vision statements.

BACKGROUND

In March 2020, the City entered into a contract with Environmental Science Associates (ESA), Inc. for the preparation of the City's CAAP. The CAAP is necessary to help Oxnard meet California's goals for reducing emissions of greenhouse gases (GHG) emissions as legally mandated, and adapt to the anticipated effects of climate change. The CAAP is a plan for reducing the GHGs that contribute to global climate change, and for adapting to the anticipated effects of climate change.

The CAAP will have two primary objectives:

1. To reduce GHG emissions through the implementation of reduction measures to meet or exceed reduction targets

- mandated by the State of California; and
2. To enhance the community's resilience to a changing climate by addressing the vulnerabilities and risks that are expected to occur as a result of those impacts.

Resilience, as defined by the State of California's Adaptation Planning Guide, is the "capacity of any entity—an individual, a community, an organization, or a natural system—to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience." Climate adaptation is defined by this same source as "actions that address the projected impacts on all aspects of community function that may result from climate change. This can include impacts related to hazard events (flood, wildfire, drought, and severe storms for example), as well as slow changes that affect agricultural, forestry, and fisheries productivity; ecosystem structure and function; and public health."

Recognizing that GHG reduction is only part of the solution to addressing climate change, the other component is the "adaptation" needed to ensure preparedness and build resilience to expected vulnerabilities and risks that threaten the quality of life in Oxnard. Like other communities in California, Oxnard is likely to face serious economic, social, and environmental challenges in the coming decades due to rising temperatures, sea level rise, extreme storms, wind events, more severe droughts, and diminishing air quality that is expected to occur because of climate change. These impacts present significant threats to community health and wellbeing, which will not affect everyone equally. Vulnerable groups, such as the elderly, low-income families, farmworkers/agricultural workers, undocumented immigrants, communities of color, and individuals already suffering from chronic diseases, will be disproportionately impacted by these changes.

The CAAP consulting team is currently developing a climate change vulnerability assessment that considers the broad range of expected impacts and how they will affect the physical and social make-up of the City. The assessment will then be used to develop strategies that protect vulnerable populations and increase the resilience of the City's critical infrastructure for transportation, energy, water supply, and stormwater management. This component along with environmental justice will also be addressed in the CAAP.

Examples of climate change impacts facing Oxnard include, but are not limited to, rising sea levels, increased number of extreme heat days, smoke from the increased frequency of regional wildfires, wind events and degradation due to these occurrences, and increased risk of local flooding from severe storms and extreme high tides. Adaptation measures will be included in the CAAP to proactively prepare for these impacts, with a particular emphasis on the disadvantaged communities within the City that are most vulnerable.

The CAAP will also draw upon and support the community's goals and policies identified in the City's 2030 General Plan. It will feature health equity and climate justice consistent with the City's Sustainable Community (SC) Element of the General Plan (Chapter 2), SC-1.3 and all other relevant General Plan climate policies.

Legislative Mandates

The City's CAAP will reflect the statewide GHG reduction goal outlined in Senate Bill 32 (SB 32), also known as the Global Warming Solutions Act of 2016, which is an update of the original Global Warming Solutions Act of 2006, known as Assembly Bill 32 (AB 32). SB 32 calls for a statewide reduction of GHG emissions to 40 percent below 1990 levels by 2030. The legislation requires that the California Air Resources Board (CARB) prepare a Scoping Plan that describes the approach California will take to reduce GHGs to achieve the goal of SB 32. The latest Scoping Plan for SB 32, developed and implemented by the California Air Resources Board (CARB) in 2017, identifies specific measures to achieve these reductions and recommends that local governments establish GHG reduction targets for both their municipal operations and the community that are consistent with those of the State.

The State of California has also set a longer-term goal of reducing statewide emissions to 80 percent below 1990 levels by 2050, as expressed by AB 32 and the Governor's Executive Order S-03-05.

DISCUSSION

City of Oxnard GHG Inventories, Baseline and Projections

The starting point for addressing climate change mitigation, which is a key component of the CAAP, is an understanding of the sources of the current GHG inventories in the City. These sources include the GHG emissions that the City has direct control over (Municipal GHG Inventory) and those that result from community activities (Community GHG Inventory), which are directly and indirectly impacted by local government programs, implementation of State mandates, planning, and development decisions.

Since April of 2020, the City has been working with ESA and the CAAP team to conduct an analysis of the Municipal and Community GHG Inventories.

These Municipal and Community GHG inventories have been developed using well-recognized protocols published by International Council for Local Environmental Initiatives (ICLEI) and adhere to national standards. The Community inventory utilizes the methodology prescribed by the “U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions”, whereas the Municipal inventory, which comprises a subset of community emissions, utilizes ICLEI’s “Local Government Operations Protocol”. Consistent with national and international agreements, California uses 1990 as the baseline year for tracking and reducing GHG emissions. However, most local jurisdictions select an appropriate baseline year determined by the availability of data. Accordingly, the City has chosen 2010 as its baseline year, consistent with available records and the City Council approved Energy Action Plan (April 2013), which also used 2010 as the City’s baseline.

Following an extensive inventory procurement and analysis process, which included creating a GHG-emission inventory of sources specific to Oxnard, various key sectors (categories of emissions that are defined by the end use that causes them) were identified as the major contributors of GHG in the City. Those sectors, along with the percentage of total GHG contributions in 2018 (most recent inventory) are noted below. These sectors are the areas which directly result in GHG in the City of Oxnard and their percentage contribution to overall City GHG are as follows:

- On-Road Transportation (31%) - Emissions from cars and trucks that travel local roads and highways;
- Electricity (31%) - Emissions from the generation of electricity that is used by the community;
- Natural Gas (25%) - Emissions from the combustion of natural gas used by buildings and industry;
- Solid Waste (7%) - Emissions from the decomposition of waste sent to landfills;
- Off-Road Sources (5%) - Emissions from operation of construction and other off-road equipment;
- Water and Wastewater (1%) - Includes emissions from the electricity used to pump water and wastewater, as well as direct emissions resulting from wastewater treatment processes and local septic tanks; and
- Other (<1%) - emissions from passenger rail (Amtrak and MetroLink)

Based on these community-specific sources, GHG-reduction measures will be developed in the CAAP to achieve compliance with statutory emission-reduction targets and timelines. A more detailed summary of the above GHG emissions can be found in Attachment A (see Table 1 and Figure 4).

Recognizing that addressing GHG-reduction is only half of the solution to addressing climate change, the other component is the “adaptation” needed to ensure preparedness and build resilience to expected vulnerabilities and risks that threaten the City. The CAAP will address the future challenges the City will have in addressing climate change and will recommend adaptation measures to ensure the City is ready and able in the future to handle flooding, extreme heat days, degraded air quality, and severe storms.

GHG Target Considerations

A fundamental component of CAAP development is setting future GHG emissions targets. Cities are expected to do their part in helping the State achieve its emissions reduction goals, and many local governments including the County of Ventura and nearby Thousand Oaks are following CARB’s recommendation to establish a GHG reduction target that is

consistent with the State's target (set by SB 32) to achieve 40 percent below 1990 levels by 2030 and to establish a pathway for reducing emissions in line with the State's longer term goal of 80 percent below 1990 levels by 2050.

For Oxnard, like most communities, accurately quantifying 1990 emissions is not possible due to the lack of historical data. Thus, deriving a state-aligned target for 2030 (40 percent below 1990 levels) requires making an adjustment for emissions growth that has occurred between 1990 and the City's baseline inventory, which as stated has been determined to be 2010.

Following CARB guidance from its Scoping Plan, local governments with baseline inventories occurring during the years 2005 to 2010 typically set their 2030 targets at approximately 50 percent below baseline. For the City of Oxnard, this equates to limiting community-wide emissions in 2030 to approximately 388,000 metric tons of carbon dioxide equivalents (MTCO₂e).

To determine the reductions needed to reach this target, a forecast of the City's emissions to 2030 has been made to represent "business as usual" (BAU) conditions that would occur in the absence of policies and programs to reduce emissions. Basically, a BAU forecast is a projection of emissions which would occur if the City did nothing to change activities or programs from 2010 to the year 2030.

Figure 1 in Attachment A shows this BAU emissions forecast out to the years 2030 and 2050. Figure 2 illustrates the "Adjusted BAU Forecast" that accounts for the effect that state energy and transportation policies (e.g., renewable energy and vehicle fuel efficiency standards) will have on future emissions. Reductions from these state measures are expected to occur due to legislative mandates regardless of whether Oxnard takes local action to reduce emissions.

Figure 3 in Attachment A illustrates a potential community emissions target for 2030 that is aligned with the State target, which equates to a reduction of 50 percent below the 2010 baseline. The Adjusted BAU Forecast in the figure indicates the City would be about halfway to meeting a state-aligned 2030 target without contributions from local reduction measures.

Next Step: Developing Local GHG Reduction Measures

The next step in developing the CAAP is to analyze the potential of local measures to reduce GHG emissions and assess the overall potential of the City to reduce emissions in line with the State's 2030 target and to make substantial progress towards meeting the State's longer-term 2050 goal. Over the next several weeks, the CAAP consulting team will be evaluating the possible GHG reduction strategies. The process going forward will involve a community survey, community engagement and conversations with key stakeholders seeking input on a range of methods to reduce GHGs.

As indicated by the City's 2030 emissions forecast (see Table 3 and Figure 5 in Attachment A) the sectors with the greatest potential for local emissions reduction are on-road transportation, electricity, natural gas, and solid waste. Combined, these sectors represent nearly 94 percent of the City's expected emissions in 2030.

Measures to reduce GHGs will be communicated through the engagement process, with engagement helping to prioritize reduction options. For the City, achieving GHG emissions reductions in alignment with the State's 2030 target of 40 percent below 1990 levels will require examination of the following sector-specific strategies (for more detailed explanations of these strategies see Attachment B). Additional strategies will be explored through the engagement and Council/committee discussion process:

- **Green the electricity supply:** This strategy reduces emissions from electricity used by buildings, lighting, and water delivery by increasing the percentage of power being supplied by renewable (i.e., zero-emissions) electricity. More than two-thirds of the reductions needed to reach the 2030 target could be accomplished by procuring 100% carbon-free electricity for all of the City's customers.
- **Electrify buildings:** This strategy reduces emissions from the consumption of natural gas, by shifting the energy use to electricity, which has a lower carbon footprint, particularly when paired with the use of low- or zero-

carbon electricity.

- **Electrify transportation:** This strategy reduces emissions from on-road vehicles, the second-biggest contributor to the City's 2030 emissions forecast, by supporting the transition to plug-in electric (PEV) and hydrogen-powered vehicles. Potential actions include installation of PEV charging and hydrogen fueling stations, preferential parking for PEVs, and continued purchases of PEVs by the City government.
- **Improve energy efficiency of existing buildings:** With new buildings generally expected to be highly energy efficient due to increasingly stringent building codes (e.g., Title 24), this strategy focuses on existing buildings and reduces emissions from electricity and natural gas used by reducing the energy needed for heating, lighting, and operating electric-powered equipment and machinery.
- **Reduce vehicle miles traveled (VMT):** This strategy reduces emissions from on-road vehicles through land-use planning that emphasizes access to transit and reduces the need for vehicular travel through density increases, support for a mix of uses, and safe and convenient pedestrian and bicycle infrastructure. Other potential strategies to help reduce VMT include more restrictive parking policies, support for employer transportation demand management (TDM) programs, and support for programs that increase car sharing, bike sharing, and ride sharing.
- **Strive for zero waste:** This strategy reduces emissions from landfill decomposition of organic waste by reducing the amount of waste sent to the landfill.
- **Conserve water:** This strategy reduces emissions associated with the energy needed to treat and deliver water to the City's end consumers by reducing the amount of water consumed in the City.

Next Steps and Schedule, and Community Engagement

In October 2020, the City initiated a Climate Action Plan Logo Contest. The contest was promoted through a variety of social media platforms. A total of eight (8) submissions were received. The City's CAAP logo design committee selected the winning logo which was prepared by a local artist, Manny Bernal (see Attachment C - Final Approval Logo). Manny Bernal is an Oxnard resident and Manny's logo design will be featured when distributing information regarding the CAAP, and ultimately will be utilized on the cover of the Final CAAP. Manny's artistic resume is attached (see Attachment C).

The CAAP development team is currently preparing public engagement activities that are designed to accomplish the following objectives:

- Share information about Oxnard's GHG emissions and forecasts and the reductions that are needed to align with State targets.
- Gather community input on potential GHG reduction strategies.
- Share information about potential climate change impacts on Oxnard and planning approaches for reducing and avoiding impacts.
- Gather community input on climate change vulnerabilities, as well as priorities for taking action and developing strategies to avoid or reduce the risk of impacts.
- Partner with community leaders and community organizations to learn more about community needs and perspectives and to disseminate information about community involvement opportunities.
- Effectively involve residents, business owners, and other Oxnard stakeholders across Oxnard's multicultural and multilingual communities.

The community will also be asked to weigh in on a mission and vision statement (see Attachment D).

As indicated by the City's 2030 emissions forecast (see Table 3 and Figure 5 in Attachment A) the sectors with the greatest potential for local emissions reduction are on-road transportation, electricity, natural gas, and solid waste. Combined, these sectors represent nearly 94 percent of the City's expected emissions in 2030. The opportunity for GHG reductions are directly linked to land use, and policy decisions. Therefore, the analysis and conclusions outlined in the CAAP will directly impact the City's update to the 2030 General Plan. The CAAP will be completed prior to the

upcoming 2045 General Plan (the update to the City's 2030 General Plan), a three-year effort that will begin in mid-2022. Further, due to changing State regulations and policies it is recommended that once adopted the CAAP be updated every five years to ensure compliance with GHG reduction targets and to ensure the document reflects the City's on-going CAAP mission and vision. Ultimately, staff envisions a "refresh" of the 2021 adopted CAAP will occur through the comprehensive 2045 General Plan update (goal for adoption by 2025).

Over the next four months community engagement will kick off through a community wide survey, meetings and workshops with targeted groups with interest and connection to the environment, social and community activism, education and health care, utility agencies, and business and agriculture ("focus groups"). The CAAP survey will be promoted through social media, the CAAP website, through free media spots, and through targeted outreach. The survey will be available in both English and Spanish (see Attachment E). Additionally, two community meetings will be conducted with the general public with the goal of engaging all segments of the community. Input from disadvantaged communities will be a focus of these outreach activities, to ensure that measures taken to reduce emissions are equitable in terms of their costs and benefits to these communities. Distribution of a community-wide survey, and multiple public workshops, and focus group meetings will occur throughout the Spring and early Summer. Spanish interpretation will be provided and community meetings will be recorded and will be posted to the Climate Action Plan website - see: <https://www.oxnard.org/climate-action-plan/>

Key schedule milestones for the coming year are summarized below:

- Mid-April = CAAP community survey closes.
- Early Spring = Engagement through focus groups and community meetings/public workshops.
- Spring/Summer = Updates to Planning Commission, Council Committee, and City Council on CAAP survey results and community input.
- Fall/Winter adoption of the Final CAAP.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

General Plan Maintenance Fee (GPMF) funds in the amount of \$350,000 were appropriated in January 2019 to the Climate Action Plan project (Project #19IN03). The cost of the agreement with ESA is \$411,490 over a two-year period, which includes the base agreement cost of \$349,490 and \$62,000 in optional tasks which may be funded by future grants. There is sufficient budget to cover the base agreement cost.

COMMITTEE OUTCOME

This item did not originate in Committee. This is a report to City Council with no policy decisions or recommendations being requested at this time.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Attachment A - Community and Municipal GHG Inventories and Analysis
2. Attachment B - Local GHG Reduction Strategies
3. Attachment C - CAP Logo Design
4. Attachment D - Draft CAAP Mission and Vision Statements
5. Attachment E - Final CAAP Survey Questions March 7, 2021
6. Presentation - Update on the Preparation of the Climate Action and Adaptation Plan

Attachment A

City of Oxnard Climate Action Plan

Community and Municipal GHG Inventories and Analysis

Table 1 summarizes the draft results for the 2010 and 2018 community-wide inventories, listed by sector and showing the change from 2010 to 2018. Overall, annual GHG emissions have dropped by nearly 100,000 metric tons (MT), a difference of 12.8 percent. The biggest reductions are from the energy sector, with natural gas emissions dropping 23.3 percent and electricity dropping 17.8 percent. On-road transportation represents the third biggest reduction, falling by 4.9 percent. Emissions from off-road equipment rose by approximately 6,500 metric tons of carbon dioxide equivalents (MTCO_{2e}) (22.6 percent), and emissions from solid waste rose by approximately 2,100 MTCO_{2e} (4.3 percent).

Table 1: City of Oxnard Community GHG Emissions Inventories (all units are MTCO_{2e})^a

Sector	2010	2018	Net change	% change
On-road Transportation	219,756	209,021	-10,735	-4.9%
Electricity	252,511	207,472	-45,039	-17.8%
Natural Gas	215,922	165,692	-50,230	-23.3%
Solid Waste	48,023	50,110	2,087	4.3%
Off-Road Equipment	28,799	35,303	6,504	22.6%
Wastewater	7,437	5,960	-1,477	-19.9%
Passenger Rail	2,353	2,137	-217	-9.2%
Water	1,583	1,271	-312	-19.7%
Total Emissions	776,384	676,966	-99,418	-12.8%

a – MTCO_{2e} = metric tons of carbon dioxide equivalent

Table 2 summarizes the draft results for the 2010 and 2018 municipal operations inventories, listed by sector and showing the change from 2010 to 2018. Note that municipal operations represent a subset of community emissions and are included in the total emissions shown in Table 1. The municipal operations inventory provides a detailed look at the emission sources over which the City has the most control or influence. Overall, annual emissions have dropped by more than 6,000 MT, a difference of 21.3 percent. The biggest reductions are from electricity, wastewater treatment, and the City's fleet. Emissions from natural gas and solid waste actually increased, though their contributions to overall emissions remained very small.

Table 2: City of Oxnard Municipal Operation GHG Emissions Inventories (all units are MTCO₂e) ^a

Sector	2010	2018	Net change	% change
On-Road Fleet	6,338	5,491	-847	-13.4%
Off-Road Equipment	999	897	-101	-10.1%
Electricity	11,409	7,586	-3,824	-33.5%
Natural Gas	901	1,224	323	35.9%
Solid Waste	1,441	1,503	63	4.3%
Water Treatment & Delivery	1,583	1,271	-312	-19.7%
Wastewater Treatment	6,363	4,840	-1,523	-23.9%
Staff Commute	540	476	-64	-11.9%
Total Emissions	29,574	23,288	-6,286	-21.3%

a – MTCO₂e = metric tons of carbon dioxide equivalent

Several factors explain the reduction in community and municipal operations emissions. The City's Energy Action Plan (April 2013) included programs for increasing energy efficiency and reducing the GHG emissions associated with the use of electricity and natural gas. On a larger scale, since 2010, the State's renewables portfolio standard (RPS) has made a significant contribution to reducing emissions from electricity generation.

Notably, the draft inventory results indicate that the primary objective of the City's 2013 Energy Action Plan – to achieve a 10 percent reduction in energy-related GHG emissions by 2020 – has been met. Note also that the results in Tables 1 and 2 do not yet reflect the full effect of joining the CPA, as that did not occur until 2019.

A business-as-usual (BAU) forecast of community emissions has also been developed, based on the City's current emissions and the expected growth in the City's population, employment, and housing through 2050. The BAU forecast indicates that Oxnard's emissions would increase in the absence of State regulations (e.g., renewable energy and vehicle fuel efficiency standards) and if no additional actions were taken by the City to reduce emissions. However, State regulations (namely, the RPS and California's vehicle fuel efficiency mandates) are expected to reduce emissions considerably over the next 10 to 30 years. **Table 3** summarizes the BAU forecasts for 2030 and 2050, as well as the Adjusted BAU forecasts for 2030 and 2050 that account for these mandates. The results show that by 2030, annual community GHG emissions are expected to be approximately 574,000 MTCO₂e, a 26 percent reduction from the 2010 baseline. By 2050, annual community GHG emissions are expected to be approximately 468,000 MTCO₂e, representing a 40 percent reduction from the 2010 baseline. **Figure 1** shows this BAU emissions forecast out to the year 2050. **Figure 2** illustrates the Adjusted BAU forecast that accounts for the effect that state regulations will have on future emissions.

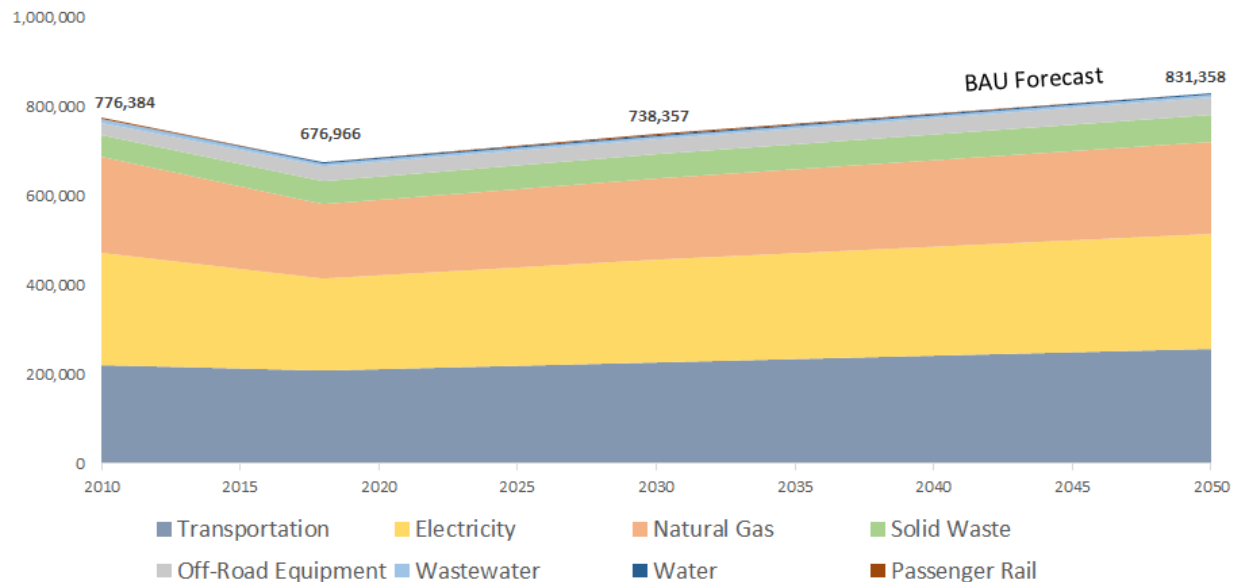
Table 3: City of Oxnard Community GHG Emissions Forecasts (all units are MTCO_{2e})^a

Sector	BAU Forecast		Adjusted BAU Forecast	
	2030	2050	2030	2050
On-road Transportation	228,308	257,145	161,342	156,702
Electricity	227,735	257,057	132,334	0
Natural Gas	182,752	206,713	182,752	206,713
Solid Waste	54,734	61,647	54,734	61,647
Off-Road Equipment	34,639	37,321	34,639	37,321
Wastewater	6,510	7,332	4,842	2,848
Passenger Rail	2,291	2,580	2,291	2,580
Water	1,388	1,563	806	0
Total Emissions	738,357	831,358	573,740	467,811

a – MTCO_{2e} = metric tons of carbon dioxide equivalent

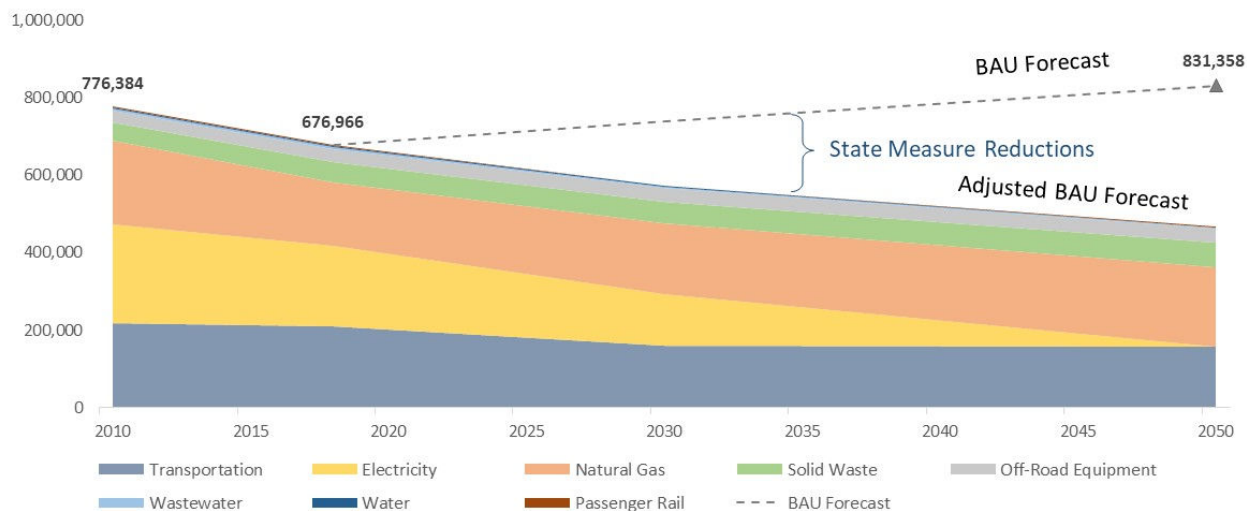
City of Oxnard GHG Emissions

FIGURE 1: City of Oxnard Community GHG Emissions by Sector – Business-as-Usual (BAU) Forecast



Note: Emissions shown as annual metric tons of carbon dioxide equivalents (MTCO_{2e})

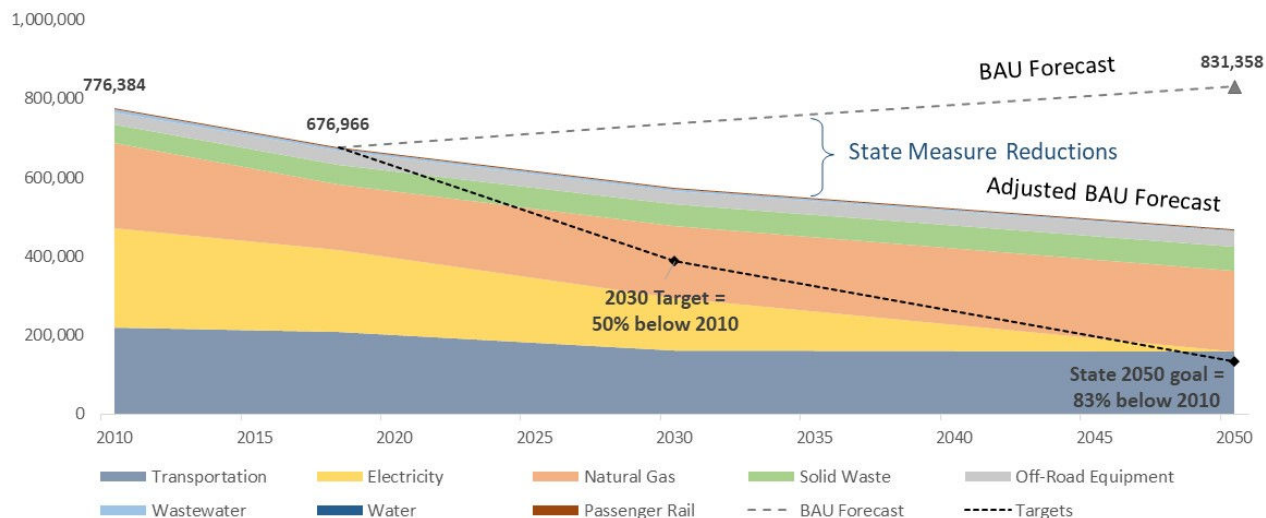
FIGURE 2: City of Oxnard Community GHG Emissions by Sector – Adjusted BAU Forecast



Note: Emissions shown as annual metric tons of carbon dioxide equivalents (MTCO2e)

Figure 3 illustrates a community emissions target for 2030 that is aligned with the State target, equivalent to a reduction of 50 percent below the 2010 baseline. The Adjusted BAU Forecast indicates the City would be about halfway to meeting this state-aligned 2030 target without contributions from local reduction measures. Longer term (i.e., 2050), additional reductions will be needed to align with the State's goal but there will most likely be additional state actions and technological advances after the year 2030 that will reduce emissions, particularly in the transportation and energy sectors. The City can expect to update the CAAP periodically, incorporating revised measures that reflect the new regulations, technologies, and macro-economic developments.

FIGURE 3. City of Oxnard 2030 Emissions Target Aligned with State Target



Note: Emissions shown as annual metric tons of carbon dioxide equivalents (MTCO₂e)

Figure 4 provides a sector-by-sector contribution of GHG emissions in the City's 2018 inventory, while **Figure 5** provides a sector-by-sector breakdown of the City's 2030 emissions forecast, adjusted for State regulations (the RPS and California's vehicle fuel efficiency mandates).

FIGURE 4. City of Oxnard 2018 Emissions by Sector

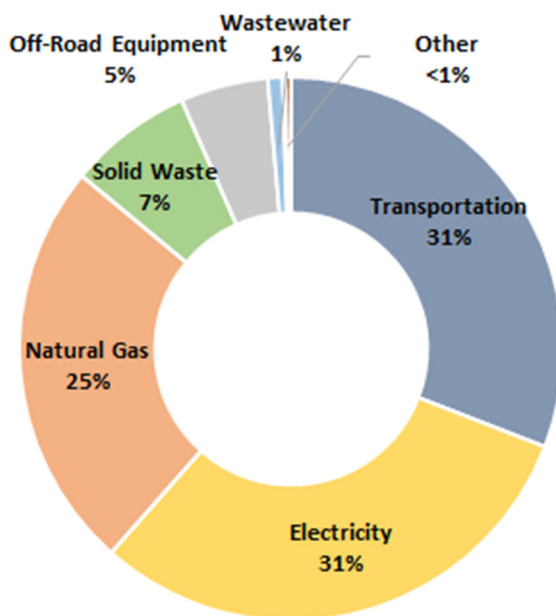
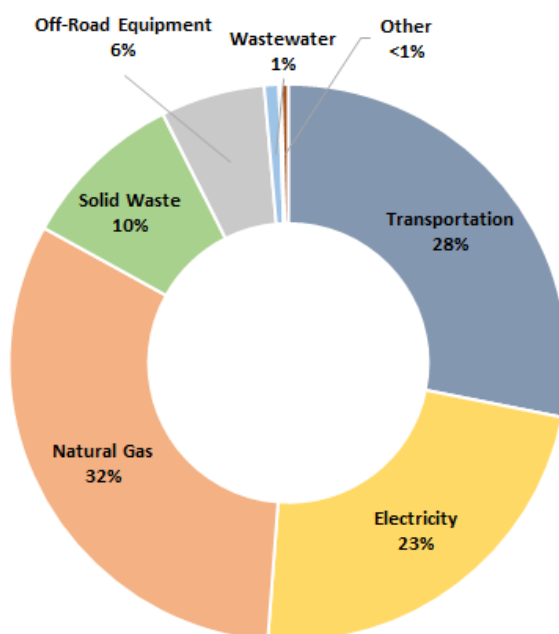


FIGURE 5. City of Oxnard 2030 Emissions Forecast, by Sector (Adjusted BAU)



Attachment B

City of Oxnard Climate Action Plan Local GHG Reduction Strategies

1. **Green the electricity supply:** This strategy reduces emissions from electricity used by buildings, lighting, and water delivery by increasing the percentage of power being supplied by renewable (i.e., zero-emissions) electricity. With the City recently joining CPA and adopting the 100% 'Green Power' renewable energy tier as the default for all CPA customers, this is considered a priority strategy for the CAAP. More than two-thirds of the reductions needed to reach the 2030 target could be accomplished by procuring 100% carbon-free electricity for all of the City's customers. The installation of local solar PV systems is also a viable strategy for greening the electricity supply, and, when combined with microgrids or battery storage systems, helps even out electricity supply/demand fluctuations and increases community resilience to power grid outages.
2. **Electrify buildings:** This strategy reduces emissions from the consumption of natural gas, by shifting the energy use to electricity, which has a lower carbon footprint, particularly when paired with the use of low- or zero-carbon electricity. The clearest opportunity for electrification is with new buildings. Increasingly in California, cities are requiring or promoting electrification of new buildings and major renovations through their local building codes. Electrification of existing buildings is more challenging, but cities can promote electrification of household appliances and heating systems through education and financial incentives.
3. **Electrify transportation:** This strategy reduces emissions from on-road vehicles, the second-biggest contributor to the City's 2030 emissions forecast. California is the national leader in developing policies and infrastructure that support a shift to zero emission vehicles (ZEVs), which include plug-in electric vehicles (PEVs) and hydrogen fuel cell vehicles (FCEVs). The availability of new vehicle models, improved battery storage, and increased availability of vehicle charging infrastructure, coupled with incentives such as carpool lane access stickers, federal tax credits, and state and air district rebates, have contributed to an expanding market for PEVs in California and the emergence of companies like Tesla that are changing the automotive industry. Concurrently, many of the largest vehicle manufacturers, including General Motors and Ford, have announced commitments to stop selling fossil-fueled vehicles within the next 15 years. On a macroeconomic scale, the City's actions have no bearing on these market trends; however, the shift to ZEVs locally can occur faster with support for additional EV charging and hydrogen fueling stations, preferential parking for ZEVs, and continued purchases of ZEV fleet vehicles by the City government.
4. **Improve energy efficiency of existing buildings:** With new buildings generally expected to be highly energy efficient due to increasingly stringent building codes (e.g., Title 24), this strategy focuses on existing buildings and reduces emissions from electricity and natural gas used by reducing the energy needed for heating, lighting, and operating electric-powered equipment and machinery. The City's 2013

EAP included several measures for improving the efficiency of existing buildings. Focusing on older buildings, particularly those built before 1978, is typically a cost-effective strategy for improving the energy efficiency of existing buildings. Energy loads during periods of extreme heat can be reduced by using cool roofs and pavements.

5. **Reduce vehicle miles traveled (VMT):** This strategy reduces emissions from on-road vehicles by reducing vehicle trips and overall miles traveled. Reducing VMT is a major state goal as well as a major objective of the SCAG's Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS), which integrates regional land use, housing, and transportation strategies that are geared towards reducing vehicle trips and increasing active transportation modes like walking and bicycling. Reducing VMT is a worthy objective, but it has historically proven to be difficult to achieve. Local communities, which control their own land uses, are expected to do their part through support of public transit, and through land-use planning that emphasizes access to transit and reduces the need for vehicular travel through density increases, support for a mix of uses, and safe and convenient pedestrian and bicycle infrastructure. Other strategies that help reduce VMT include parking strategies such as amending zoning codes to reduce requirements in new development projects, support for employer transportation demand management (TDM) programs, and support for programs that increase car sharing, bike sharing, and ride sharing.
6. **Strive for zero waste:** This strategy reduces emissions from landfill decomposition of organic waste by reducing the amount of waste sent to the landfill. Solid waste disposal represents almost 10 percent of the City's 2030 Adjusted BAU forecast. The City provides commercial and residential recycling services and must comply with Senate Bill 1383, a law that aims to reduce organic disposal in California by 75% and recover 20% of edible food waste by 2025.
7. **Conserve water:** This strategy reduces emissions associated with the energy needed to treat and deliver water to the City's end consumers by reducing the amount of water consumed in the City. The City has strong policy support for conservation and promotes water conservation through a variety of informational programs, rebates, and public events. Water use represents a very small percentage of the City's 2030 Adjusted BAU forecast. However, water conservation is important for environmental reasons and will be increasingly important as climate change stresses state and local supply sources.

CAP

CLIMATE ACTION PLAN



About the artist

From an early age, I've found interesting how the use of color gives meaning to emotions and how shapes and forms identify elements of nature and society. I'm drawn to the ability art has on stirring the senses and how it can effortlessly generate a reaction.

As a young student in the City of Oxnard, California, I possessed a innate desire for learning, but I really felt my curiosity heightened during lessons that involved art, design and color.

After high school, I enrolled in local community colleges and took courses in photography, painting, drawing, ceramics, graphic design and music. I wanted to learn, cultivate my mind and develop my skills.

Then, I transferred to the University of Southern California and acquired a Bachelor's Degree in Fine Arts (B.A.F.A.)

I've been active artist for over 25 years and display my work in galleries, shops and restaurants in and around the county of Ventura.

As an artist, I possess a deep fascination for the process of making art and enjoy the intense and creative struggle.

I often incorporate in my work elements of love, nature, human behavior, the human condition, the meaning of life, the human form and the realm of dream.

Art and literary periods that have influenced my work are the Renaissance, Romanticism, Surrealism, Cubism, Existentialism, Realism and Abstract.

I admire the works of Leonardo da Vinci, Salvador Dali, Pablo Picasso, Vincent Van Gogh, and M.C. Escher, to name a few.

As a student at USC, I won a drawing contest that earned me a \$3000 scholarship.

From 2003-2006, artist Julio Rocha and I operated Art of Simplicity. A greeting card company featuring my designs.

In 2009, writer/poet and radio personality Rick Mizuno, published poetry book, "From The Heart of A Man", which features a collection of my work.

After Art of Simplicity, I developed Scarlett Leaf.

Scarlett Leaf is the business emblem and logo symbol that promotes, markets and sells specialty products based on my artwork. I also, operate as a free-lance graphic/web designer.

I believe art enriches, liberates and brings beauty to daily life. And as a human being, I feel truly alive when experiencing, studying, exercising, developing and expressing my own ideas and thoughts on a physical piece of paper.



Manny Bernal
art@scarlettleaf.com
www.scarlettleaf.com

ATTACHMENT D

Draft CAAP Mission and Vision Statement

Climate change will impact west Ventura County. We will see gradual sea-level rise, hotter summers, extended droughts, and stronger winter storms. By taking action as a City, as individuals, as businesses, and as a community, we can work together to adapt and thrive with local climate change.

Mission Statement

The City of Oxnard will work with the community to develop actions that will help reduce our collective contribution to climate change, prepare us for climate change hazards, and address underlying inequities.

Vision Statement

Oxnard, as a safe, healthy, and thriving community, is taking the necessary steps to minimize climate change and prepare for its impacts.

Oxnard Climate Action and Adaptation Plan

To help achieve this vision, Oxnard's communities will be involved in preparing a Climate Action and Adaptation Plan (CAAP). The CAAP will establish steps that the City of Oxnard will follow, just like similar programs underway in other cities around the world, to reduce climate change impacts and adapt our lives to the evolving climate reality.

The actions in the CAAP will be focused around:

- Setting new goals that help us prepare for local climate change impacts
- Reducing our contributions to climate change
- Protecting our most vulnerable populations
- Understanding and addressing health inequities for all residents to better prepare for changing conditions
- Gradually adapting our local economy so that all community members are prosperous
- Protecting areas with cultural and environmental resources, habitat, critical infrastructure, civic institutions, and agricultural lands from damaging impacts

Oxnard CAAP - Community Survey Questions

Draft March 7, 2021

The City of Oxnard (City) is developing a climate action and adaptation plan (CAAP) that will implement the State regulations. The CAAP will help reduce the citywide greenhouse gas emissions (GHG) that cause climate change, and include strategies for making the City more prepared to withstand the climate change impacts expected in the coming decades. This survey is designed to assess community opinions on how to make Oxnard more sustainable, and what benefits and priorities are the most important so that the City can address them in the CAAP. Please help the City establish these priorities by completing this survey. The survey should not take more than 10 minutes to complete.

On the following survey one type of question asks you to rate the importance of each item by selecting a numerical value (*1 = extremely important; 2 = moderately important; 3 = slightly important; 4 = not important*), while another type asks you to simply select one or more answers using a checkbox (☐).

1. Please indicate your level of concern about the following climate change impacts (*1 = extremely important; 2 = moderately important; 3 = slightly important; 4 = not important*):

- ☐ Sea level rise and coastal erosion
- ☐ Severe storms and increased flooding
- ☐ Warmer temperatures and heat waves
- ☐ Smoke from wildfires
- ☐ Longer and more severe droughts
- ☐ Decreased air quality
- ☐ Invasive pests and new diseases

2. How concerned are you about the impacts of climate change on the following? (*1 = extremely important; 2 = moderately important; 3 = slightly important; 4 = not important*):

- ☐ Public health
- ☐ Homes and property values
- ☐ Seniors, outdoor workers, low-income households, and other vulnerable populations
- ☐ Local agriculture and food production
- ☐ Economic health of the community
- ☐ Public infrastructure (e.g., roads, bridges, buildings)
- ☐ Urban trees and maintained landscapes
- ☐ Local beaches, parks and open space (natural areas)
- ☐ Local wildlife - Loss of habitat/species
- ☐ Well-being of future generations

3. How important do you consider the following greenhouse gas reduction strategies? (*1 = extremely important; 2 = moderately important; 3 = slightly important; 4 = not important*):

- ☐ Promote energy efficiency in new construction
- ☐ Improve energy efficiency of existing residential and commercial buildings
- ☐ Purchase renewable power from the local electricity provider
- ☐ Increase local renewable energy generation (e.g., rooftop solar systems) and storage

- ☐ Transition away from natural gas use
- ☐ Reduce automobile idling and improve traffic flow
- ☐ Assist the transition to zero emission vehicles (electric or hydrogen powered vehicles)
- ☐ Improve the safety and convenience of walking and cycling in the City
- ☐ Increase public transportation alternatives
- ☐ Locate and design new development to promote walking and reduce the need for driving
- ☐ Conserve and reuse water
- ☐ Promote tree planting and urban greening
- ☐ Reduce solid waste sent to landfill (more recycling and reuse of materials)
- ☐ Compositing/recycling organic (food and yard) waste
- ☐ Reducing consumption of food and other goods and products

4. How important do you consider the following community resilience strategies? Examples of community resilience to climate change include actions that decrease potential damage from sea level rise, reduce the health impacts of heat waves, decrease economic harm from drought, and increase the city's ability to maintain power during planned or unplanned utility power outages.

(1 = extremely important; 2 = moderately important; 3 = slightly important; 4 = not important):

- ☐ Provide more information to residents and businesses
- ☐ Provide better access to air conditioning or cooling centers during extreme heat events
- ☐ Protect farmworkers and other outdoor workers during times of extreme heat and bad air quality (e.g., smoke from wildfires)
- ☐ Identify special populations that may need assistance during times of flood, extreme heat, or hazardous air quality
- ☐ Plant more shade trees and encourage the use of cool roofs and pavements that don't absorb heat from the sun
- ☐ Increase the reliability of the electrical grid to withstand storms, floods and heat waves
- ☐ Establish better emergency warning systems that target vulnerable populations and non-English speakers
- ☐ Ensure the City's stormwater drainage system functions properly during storms or increasingly high tides

5. How important is it for the City to take the following steps to prepare for climate change impacts? (1 = extremely important; 2 = moderately important; 3 = slightly important; 4 = not important)

- ☐ Develop programs and policies that protect the most vulnerable populations in the City (e.g. outdoor workers, elderly, low-income, etc.)
- ☐ Develop programs and policies that protect private property and businesses
- ☐ Design and strengthen roads and infrastructure (water, stormwater, and flood protection systems)
- ☐ Develop programs and policies that protect beaches, parks and natural areas

6. What do you see as barriers to strategies for addressing climate change? (check up to 5)

- ☐ Lack of public information and education
- ☐ Cost of taking action
- ☐ Difficulty in changing behavioral habits

- ☐ Lack of public concern
- ☐ Lack of business or industry support
- ☐ Lack of public-private coordination
- ☐ Lack of Federal government leadership
- ☐ Scientific uncertainty
- ☐ There is no need to address climate change or increased community resilience
- ☐ Other: _____

7. What is your affiliation to Oxnard? (check all that apply)

- ☐ Live and own a home in Oxnard
- ☐ Live and rent a home in Oxnard
- ☐ Work in Oxnard
- ☐ Own a business in Oxnard
- ☐ Live in a neighboring community
- ☐ Other. Please explain: _____

8. If you are a resident, how long have you lived in Oxnard?

- ☐ 0-5 years
- ☐ 6-10 years
- ☐ 11-20 years
- ☐ 20+ years

9. If you are a resident, in which District in the City do you live?

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6

10. What is your age?

- ☐ 10-25 years
- ☐ 26-40 years
- ☐ 41-65 years
- ☐ 66+ years

11. Please share any additional ideas, priorities or comments about how the City of Oxnard can reduce GHG emissions and become more climate resilient? _____

12. Would you be interested in receiving updates and learning more about CAAP? If so, please provide your contact name, as well as mailing and email addresses:

Name: _____

Email Address: _____

Phone No. _____

Update on the Preparation of the Climate Action and Adaptation Plan

Kathleen Mallory, Planning & Sustainability Manager
Vyto Adomaitis, Community Development Director
Community Development Department

March 30, 2021
City Council Meeting



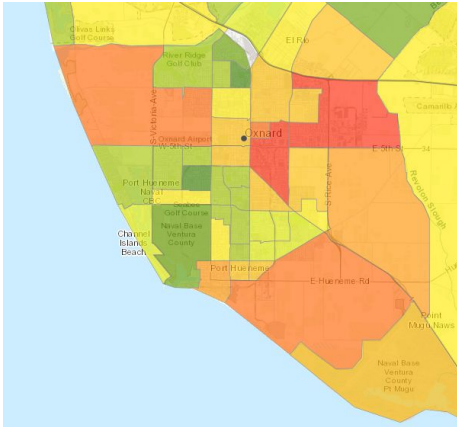
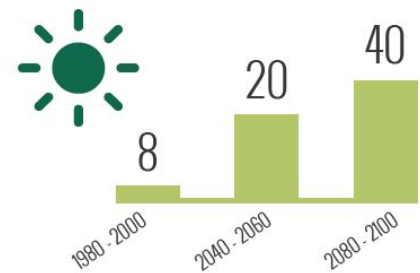
Background

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- March 2020 - Council authorized preparation of a Climate Action and Adaptation Plan (CAAP).
- Environmental Science Associates hired to complete CAAP.
- What is the CAAP?
 - Plan for reducing City's emissions of greenhouse gases (GHGs) that contribute to global climate change, and for adapting to the anticipated effects of climate change.
- **CAAP Objectives:**
 - Reduce community's greenhouse gas (GHG) emissions to meet or exceed reduction targets mandated by the State; and
 - Enhance community resilience to a changing climate by addressing vulnerabilities and risks that are expected to occur as a result of those impacts.

- Rising temperatures; more extreme heat
- Sea level rise and coastal flooding
- More extreme droughts
- Smoke from regional wildfires
- Extreme storms, wind and precipitation; increased flood risk

Extreme Heat Days Per Year



These changes will have a disproportionate impact on disadvantaged populations:

Elderly, low-income, farmworkers
undocumented immigrants, communities of color, and individuals already suffering from chronic diseases

What's Been Happening over the Last Year?

- Actively working on background analysis and research on the CAAP.
- Consultant team has been:
 - Modeling energy data - generated by municipal operations (wastewater, water, trash facility, buildings, municipal fleet, for example).
 - Modeling energy data - generated by residences, businesses, agriculture, etc. (all land uses and land use types)
 - Assessing Oxnard's climate change vulnerabilities.
 - This assessment will help develop strategies in the CAAP.
- City team engaged community in logo challenge.
- Developed community survey and stakeholder interest list.

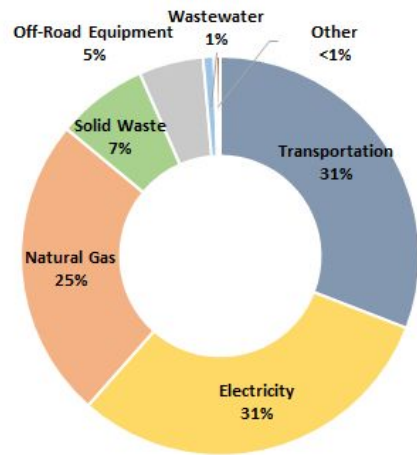
- Resilience and Adaptation are key elements of a CAAP.
- Resilience is the capacity of any entity to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience.
- Adaptation are actions that address the projected impacts on all aspects of community function that may result from climate change. This can include impacts related to:
 - Flood
 - Wildfire
 - Drought
 - Severe Storms
- GHG reduction is only part of solution to address climate change; adaptation = preparedness and build resilience to climate vulnerabilities and risks.

Legislative Mandates & Executive Orders

- **Global Warming Solutions Act of 2016 (AB 32 and SB 32)** - mandates statewide reduction of GHG emissions to 40 percent below 1990 levels by 2030.
- **Governor's Executive Order S-03-05** - sets a longer-term goal of reducing statewide emissions to 80 percent below 1990 levels by 2050.
- **Senate Bill 379** – requires climate change hazards to be considered in local General Plans

The **CARB Scoping Plan of 2017** outlines State's plan to achieve the reductions mandated by SB 32 and recommends local governments set GHG reduction targets consistent with those of the State.

City of Oxnard 2018 Community Emissions by Sector



2018 Community Inventory Summary (all units are MTCO₂e)^a

Sector	2018	% of total
On-road Transportation	209,021	30.9%
Electricity	207,472	30.6%
Natural Gas	165,692	24.5%
Solid Waste	50,110	7.4%
Off-Road Equipment	35,303	5.2%
Wastewater	5,960	0.9%
Passenger Rail	2,137	0.3%
Water	1,271	0.2%
Total Emissions	676,966	100%

^a - Units = metric tons carbon dioxide equivalents (MTCO₂e)

Oxnard GHG Inventory: Community Emissions

2010 and 2018 Community GHG Emissions Inventories (all units are MTCO₂e)^a

Sector	2010	2018	Net change	% change
On-road Transportation	219,756	209,021	-10,735	-4.9%
Electricity	252,511	207,472	-45,039	-17.8%
Natural Gas	215,922	165,692	-50,230	-23.3%
Solid Waste	48,023	50,110	2,087	4.3%
Off-Road Equipment	28,799	35,303	6,504	22.6%
Wastewater	7,437	5,960	-1,477	-19.9%
Passenger Rail	2,353	2,137	-217	-9.2%
Water	1,583	1,271	-312	-19.7%
Total Emissions	776,384	676,966	-99,418	-12.8%

^a - MTCO₂e = metric tons of carbon dioxide equivalent

Factors behind observed emissions trends since 2010:

- Vehicles are more fuel efficient
- Electricity is less carbon-intensive
- Community is using less energy per capita

City of Oxnard Municipal Operation GHG Emissions Inventories (all units are MTCO₂e) ^a

Sector	2010	2018	Net change	% change
On-Road Fleet	6,338	5,491	-847	-13.4%
Off-Road Equipment	999	897	-101	-10.1%
Electricity	11,409	7,586	-3,824	-33.5%
Natural Gas	901	1,224	323	35.9%
Solid Waste	1,441	1,503	63	4.3%
Water Treatment & Delivery	1,583	1,271	-312	-19.7%
Wastewater Treatment	6,363	4,840	-1,523	-23.9%
Staff Commute	540	476	-64	-11.9%
Total Emissions	29,574	23,288	-6,286	-21.3%

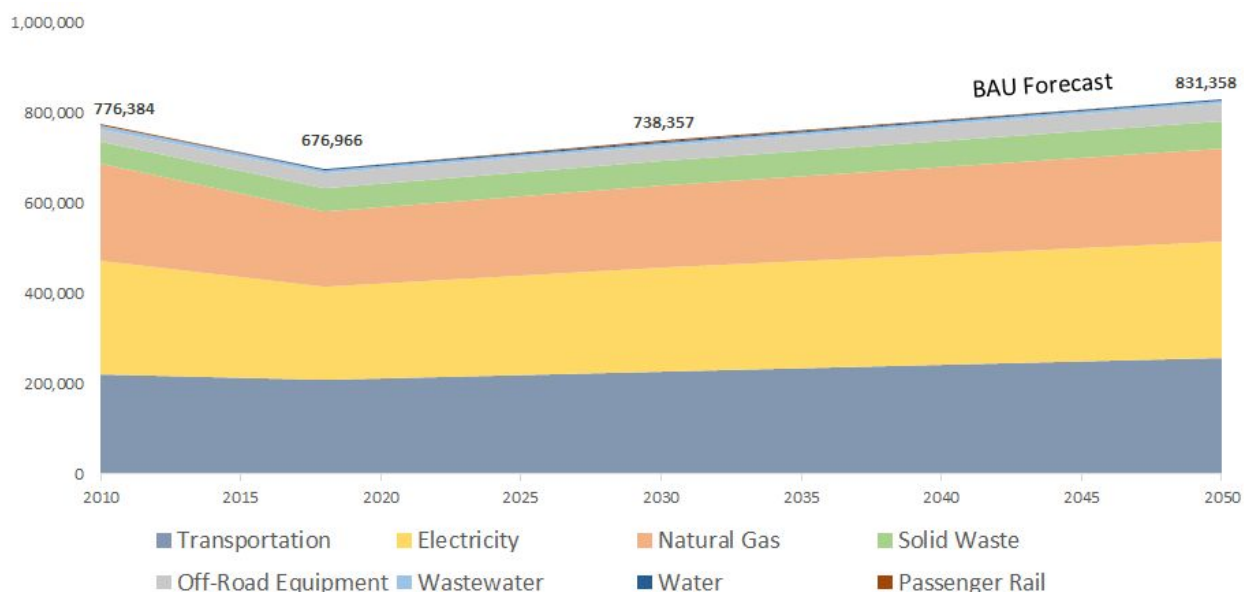
a – MTCO₂e = metric tons of carbon dioxide equivalent

- Municipal emissions are a subset of the Community Inventory
- Most municipal emissions come from electricity use, followed by fleet vehicles and wastewater treatment
- Overall, emissions were 21% lower in 2018 than in 2010

Oxnard GHG Emissions Forecast

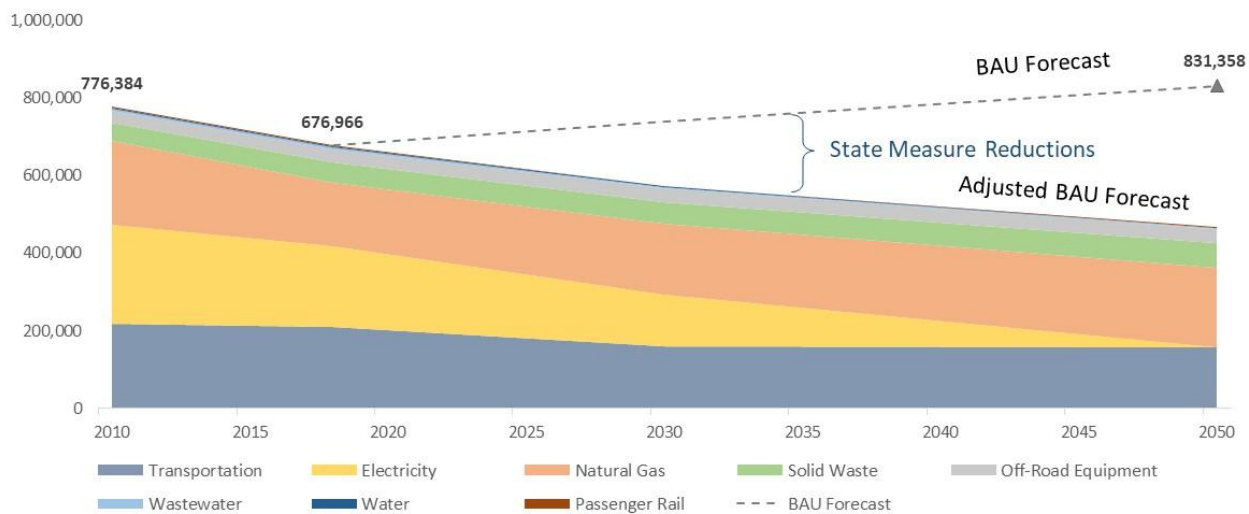
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City of Oxnard Community GHG Emissions by Sector – Business-as-Usual (BAU) Forecast



Note: Emissions shown as annual metric tons of carbon dioxide equivalents (MTCO₂e)

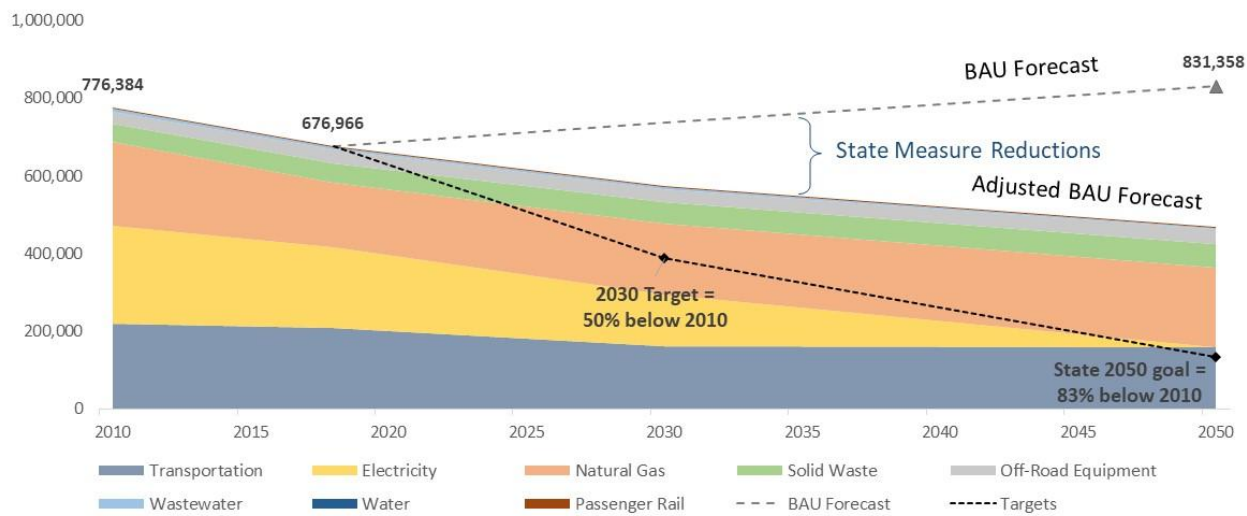
City of Oxnard Community GHG Emissions by Sector – Adjusted BAU Forecast



Note: Emissions shown as annual metric tons of carbon dioxide equivalents (MTCO₂e)

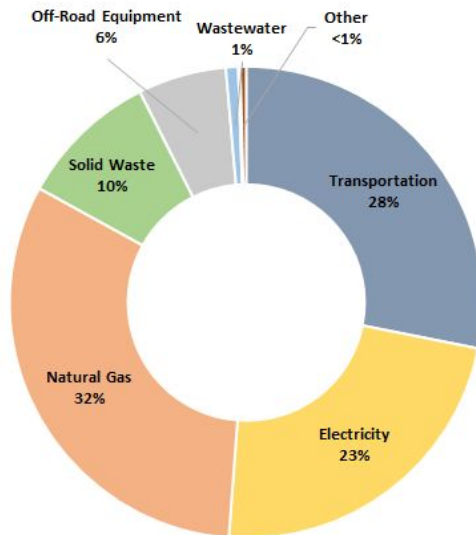
Oxnard GHG Target Considerations

City of Oxnard 2030 Emissions Target Aligned with State Target



Note: Emissions shown as annual metric tons of carbon dioxide equivalents (MTCO₂e)

City of Oxnard 2030 Emissions Forecast, by Sector (Adjusted BAU)



Strategies to examine:

Green electricity supply: Reduces emissions from electricity used by buildings, lighting, and water delivery

Electrify buildings: Reduces consumption of natural gas

Electrify transportation: Reduces emissions from on-road vehicles by supporting the transition to EVs

Improve energy efficiency of existing buildings: Reduces emissions associated with use of electricity and natural gas

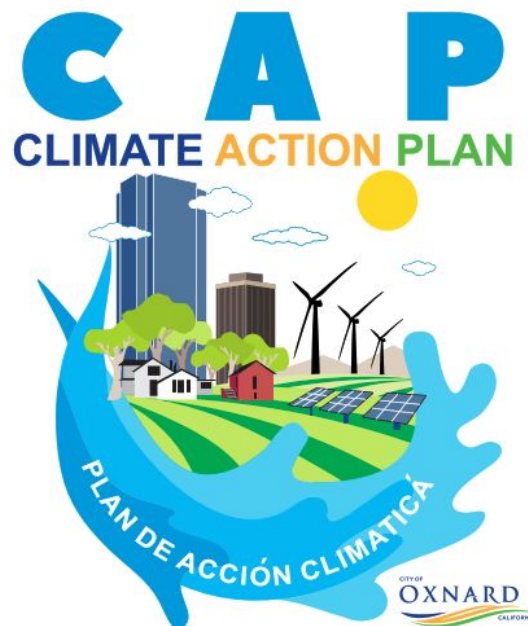
Reduce vehicle miles traveled (VMT): Reduces emissions from vehicles, through more public transit, more mixed use and denser development, and safe and convenient pedestrian and bicycle infrastructure

Strive for zero waste: Reduces emissions from landfill decomposition of waste

Conserve Water: Reduces emissions from treatment and delivery of water

Next Steps and Schedule

Rollout of CAAP Logo and Community Engagement



Public Engagement (English and Spanish) Goals:

- Share information about GHG emissions and forecasts; reductions needed align with State targets
 - Gather community input on potential GHG reduction strategies
 - Share information potential climate change impacts on Oxnard and planning approaches for reducing and avoiding impacts
 - Gather community input on climate change vulnerabilities; priorities for taking action and developing strategies to avoid or reduce the risk of impacts
 - Partner with community leaders and community organizations to learn more about community needs and perspectives; disseminate information about community involvement opportunities
 - Involve residents, business owners, and other Oxnard stakeholders across Oxnard's multicultural and multilingual communities
-

Next Steps and Schedule

- Community meetings and public workshops (english/spanish)
 - Outreach to stakeholder groups
 - Initiation of community wide survey (english/spanish)
 - Update HEDC and City Council on community input in Spring/Summer
 - Establishment of reduction targets in Spring/Summer
 - Fall/Winter additional community outreach
 - City Council approval of Final CAAP late 2021/early 2022.
-

That the City Council receive an update on work to prepare and engage the community in the preparation of the City's Climate Action and Adaptation Plan (CAAP).



DISCUSSION



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: March 30, 2021

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org

SUBJECT: City of Oxnard 2020 General Plan Annual Progress Report. (0/5/5)

RECOMMENDATION

That the City Council receive and file the City of Oxnard 2020 General Plan and Housing Element Annual Progress Report.

(This item did not originate in Committee.)

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

video: <https://youtu.be/kPpDtXa9uTk>

BACKGROUND

Government Code section 65400(a)(2) mandates the preparation of an annual report on the status of a city's or county's General Plan with its legislative body and filing of the reports with the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD). The General Plan Annual Progress Report and Housing Element Annual Progress Report must then be submitted to OPR and HCD by April 1st of each year.

This City Council staff report consists of two separate reports, the General Plan Annual Progress Report (Attachment 1) and The Housing Element Annual Progress Report (Attachment 1, Exhibit 1):

1. The General Plan Annual Progress Report is a text based report without any standard form or format dictated by OPR or HCD.
2. The Housing Element Annual Progress Report (Attachment 1, Exhibit 1) is prepared using standardized spreadsheet-based forms provided by HCD. As the Housing Element is one of the required elements of the Oxnard General Plan, the General Plan Annual Progress Report includes a summary of the data included within the Housing Element Annual Progress Report.

The Annual Reports must be presented to the City Council for its review and acceptance, as a consent or discussion item on a regular meeting agenda. As required, the City has historically submitted the Housing Element Annual Progress Report by April 1 of each year. However, as noted above OPR and HCD require that the Annual Reports be submitted to the legislative body (City Council) prior to submission to the State. In accordance with these requirements, these reports are being presented to the City Council and the public to provide information regarding the implementation of the General Plan within the City of Oxnard.

DISCUSSION

The preparation of a General Plan Annual Report and the Housing Element Annual Progress Reports are mandated by the State and are intended to provide a summary of the projects, tasks, and other aspects where the City has implemented

various goals, objectives, and principles of the General Plan, including the Housing Element, over the past year.

The attached City of Oxnard 2020 General Plan Annual Progress Report and Housing Element Annual Progress Report provide an overview of the City's General Plan and zoning Ordinance Amendments that are currently in process or were completed in 2020, as well as an inventory of the 2030 General Plan Amendment history.

During 2020, there was only one adopted General Plan Amendment. Prior to that, the last revision to the General Plan was on July 16, 2019. Table 1 of Attachment 1 presents a summary of all adopted General Plan Amendments since the adoption of the 2030 General Plan. The General Plan as amended through 2020 complies with the General Plan Guidelines.

The General Plan Annual Progress Report also highlights some of the key Ordinance Amendments, long range and major development activity in 2020.

In addition, as required by State law, the General Plan Annual Progress Report includes a discussion regarding the City's progress in meeting its share of the regional housing needs and effort to promote housing development. A summary of housing development activity by affordability category is provided in the General Plan Annual Progress Report Table 4 of Attachment 1. A detailed compilation of housing development activity is included in the Housing Element Annual Progress Report (Attachment 1, Exhibit 1).

STRATEGIC PRIORITIES

This agenda item is State mandated and is a routine operational item and does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no fiscal impact associated with this staff report.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a routine operational item. Pursuant to State law this item is to be presented to the public and City Council annually, as an informational item for discussion only. No deliberation or decisions are necessary, and therefore committee review is not warranted.

Prepared by: Joe Pearson II, Senior Planner

ATTACHMENTS

1. Attachment 1 - City of Oxnard General Plan Annual Progress Report
2. Attachment 1, Exhibit 1 - City of Oxnard 2020 Housing Element Annual Report
3. General Plan Annual Report Presentation

City of Oxnard 2020 General Plan Annual Progress Report



Prepared by:

Community Development Department – Planning Division

214 S. C Street

Oxnard, CA 93030

Submitted to the City of Oxnard - City Council, March 30, 2021

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Introduction

Government Code Section 65400 requires the City to annually prepare a report regarding the status of the City's 2030 General Plan (General Plan) and progress in its implementation (General Plan Progress Report) and provide the General Plan Progress Report to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). The General Plan Progress Report provides for the annual review of the General Plan to assess the level of implementation and effectiveness of the General Plan as a guide for orderly growth and development, preservation and conservation of open space land and natural resources, and the efficient expenditure of public funds. This General Plan Progress Report summarizes the General Plan implementation progress for 2020. The General Plan Progress Report also provides information regarding the City's progress in meeting its share of regional housing needs.

Pursuant to State law, this report must be submitted to the City Council, the State Office of Planning and Research (OPR) and HCD by April 1st of each year. The Annual Progress Report includes the following elements:

1. Overview of General Plan background and status, including a summary of recently completed and active General Plan Amendments; and
2. A summary of recently completed and active Zoning Text Ordinance amendments, and Active Long Range Projects; and
3. A summary of 2020 Active Development Projects of Interest; and
4. A review of the City's progress in meeting the regional housing need allocation objectives

Overview of General Plan Background and Amendments

The General Plan is the City's official policy that sets out a vision to guide future development in the City. Local governments are required to keep their General Plans current and internally consistent, and City actions must be consistent with this plan. Although General Plans must be kept current, there is no specific requirement that a local government update its General Plan on a particular timeline, with the exception of the Housing Element, which is formerly required to be updated every eight years. As detailed below, the City is currently in the process of the Housing Element update which is to be completed in 2021. The Oxnard General Plan was adopted in October 2011. Specifically, Chapter 9 "Implementation" of the General Plan lays out the implementation goals and policies of the General Plan. As outlined in the table many of the goals and policies will remain ongoing until 2030. Additionally, specific to housing, Chapter G of the Housing Element outlines the goals, policies, and programs that will guide the City's efforts in meeting the RHNA and related current and future housing needs. Each Housing Element program and its implementation status are summarized in Exhibit 1 (HCD Table D).

City policy requires that all requests for General Plan Amendments be presented to the City Council as a discussion item at a public meeting prior to processing. City Council will be invited to make individual comments on various aspects of the proposal. The comments made by Council members should assist the applicant in determining whether to proceed with the submission of a formal application.

Following the Pre-Application process, the General Plan Amendment and related environmental documents are considered by the Planning Commission and they in turn make a recommendation to the City Council via a Resolution. The City Council takes final action at a public hearing via a Resolution.

General Plan Amendments in 2020

Rio Urbana Project (Planning and Zoning Permit No. 17-620-01), Located at 2714 East Vineyard Avenue: In 2018, the Rio School District filed an Annexation request for an 11 acre surplus school site that included approximately 15,000 square feet of office space, 167 condominium housing units and 20 affordable units required by the City's inclusionary ordinance. The application included a General Plan Amendment change the land use designation of the subject parcel from School to Commercial General, amend the neighborhoods map to place the subject parcel in the El Rio West Neighborhood, and modify City Council district boundaries of the City of Oxnard 2018 districting map as codified in Oxnard City Code Chapter 2, Article 1, Division 1, Appendix A. The Planning Commission recommended approval on November 21, 2019. On February 4, 2020, the City Council approved the requested Amendment. The Annexation process is now with Local Agency Formation Commission (LAFCO).

Pending General Plan Amendments in 2020

Teal Club Specific Plan Project (Planning and Zoning Permit No. 15-620-03), Located in area bounded by Doris Avenue on the north, Patterson Road on the west, Teal Club Road on the south, and Ventura Road on the east: This new Specific Plan includes a request for 990 residential units of varying density, single-family, townhomes, condominium, and apartment units; 24 acres, community park; 8 acres public/semi public use; 4 acres of mixed use, retail, commercial; 10 acres of Business/Research Park. 60,000 s.f. mixed use and retail. This project also includes the adoption of a Teal Club Specific Plan (TCSP) and Pre-Zoning that would allow for the annexation of a 174.6-acre collection of seven agricultural parcels (known locally as "Teal Club") to the City. Additional parcels south of Teal Club Road would also be annexed into the City, and include a mix of vacant land and residential development with ancillary vehicle storage and shop uses.

Dansk II Apartments Project (Planning and Zoning Permit No. 20-620-01), Located at 2300 Pleasant Valley Road: This residential project is a proposed revision to a previously approved senior apartments project that includes an General Plan Amendment to change the land use designation from Residential Low Medium (RLM) to Residential High (RH). The proposed residential project would result in a new, two-story, 46 unit apartment building on a 1.055-acre lot. The project also requires a Zone Change and Special Use Permit.

Portofino Place Project (Planning and Zoning Permit No. 20-620-02), Located on the Southeast and Southwest Corners of Fifth Street and Portofino Place: This residential project is a proposed new residential project that includes a General Plan Amendment to change the land use designation from Business Research Park (BRP) to Residential Medium (RM). The proposed 90-unit residential project is located on the two vacant lots (7.61-acre site) located along the south side of Fifth Street at the intersection of Portofino Place (south of Airport). The project also requires a Zone Change, Special Use Permit, and a Subdivision.

General Plan Housing Element Update (Planning and Zoning Permit No. 20-620-03): The Housing Element is a statutory element of the General Plan that requires that the City adequately plan to meet existing and projected housing needs of all economic segments of the community. Unlike other elements of the General Plan, the County must update the Housing Element on a mandated schedule, or “cycle,” to ensure that the County is making incremental progress toward its housing goals and policies.

In 2013, the Housing Element for the planning cycle covering 2014 to 2021 was adopted by the City and certified by HCD. The next planning cycle of Housing Element updates for cities and counties within the SCAG region will cover the planning period from 2021 to 2029. The first phase of this process is the development of the Regional Housing Needs Allocation (RHNA) Distribution Methodology. Once housing targets are established, the City is required to identify land available to accommodate the development of a specific number of lower-, moderate-, and above moderate-income dwelling units.

Planning staff has begun working on the Housing Element Update, including the required housing inventory required as a result of the RHNA allocation adopted by SCAG and distributed to local jurisdictions. The 2021 Housing Element must be reviewed by the Planning Commission and adopted by the City Council no later than October 2021.

Summary

During 2020, there was only one adopted to the General Plan Amendment. Prior to that, the last revision to the General Plan was on July 16, 2019. Table 1 presents a summary of all adopted General Plan amendments since the adoption of the 2030 General Plan. The General Plan as amended through 2020 complies with the General Plan Guidelines. The foregoing information is provided consistent with the requirements of Government Code Section 65400(a)(2)(C).

Table 1
General Plan Amendments (As Of December 31, 2020)

Adoption Date	City Case No.	General Plan Amendment Project Name	GPA Adopting Reso. No.
10/11/2011	10-620-01	Adoption of 2030 General Plan	14,118
6/12/2012	10-620-02	GPA for 2006-2014 Housing Element	14,236
7/9/2013	13-620-01	GPA/Amend Housing Element AAHOP	14,424
9/9/2014	14-620-01	Change of Land Use Designation from Industrial Business and Research Park to Commercial General	14,684
12/9/2014	14-620-02	Repeal Las Cortas Specific Plan	14,708
1/26/2016	15-620-02	Change of Land Use Designation from Industrial Light to Industrial Limited	14,890
6/7/2016	16-620-01	Update Sustainability,	14,925

		Infrastructure, and Hazards Goals and Policies	
12/13/2016	16-620-03	Creation of Urban Village Process	14,981
12/13/2016	16-620-02	Creation of new Community Development Goals to address the SB 244 provisions for the Nyeland Acres Community	14,983
12/13/2016	15-620-04	Adoption of 2013-2021 Housing Element	14,982
10/10/2017	17-620-02	Mid Cycle Housing Element Update	15,060
12/12/2017	17-620-03	Designation of Annexed School Property as SCH	15,074
1/30/2018	17-620-04	Costco Fuel Station	15,086
7/16/2019	18-620-01	Adoption of Downtown Code (replace the existing "Central Business District" land use designation with two new designations, "Downtown" and "Downtown Edge" and update references to these land use designations within the general plan.)	15,252
2/4/2020	17-620-01	Rio Urbana Housing Project (approved Subject to LAFCO)	15,299/15,315

A summary of recently completed and active Zoning Text Amendments, and Active Long Range Projects

Ordinance Amendments

Accessory Dwelling Unit (ADU) Ordinance Amendment (Planning and Zoning Permit No. 20-580-03): On July 21, 2020, the Oxnard City Council adopted Amendments to the Zoning Ordinance, which regulate ADUs in the non-coastal zones. These revisions were adopted to facilitate the development of ADUs and meet new requirements in State law that went into effect on January 1, 2020.

Some of the mandatory changes required by State law included allowances for Junior ADUs, reduced parking requirements, reduced permitting timeline (60 days), removal of owner occupancy requirements, and a prohibition on short-term rentals in ADUs.

Short Term Rental (STR) Ordinance (Planning and Zoning Permit No. 19-580-04): In 2016, staff began the process of soliciting public input on Zoning Ordinance Amendments to establish permitting requirements and regulatory standards for STRs in the coastal and non-coastal zones. The purpose of the ordinance enacted a comprehensive set of operating requirements and performance standards for STRs to mitigate their effects on neighborhoods, such as separation requirements and limits on the number that can operate in certain neighborhoods. After collecting input from the public, City Council, and Planning Commission, the formal approval process began in 2019. On October 6, 2020, the final ordinance was approved by the Oxnard City Council, then accepted by the Coastal Commission on December 10, 2020. The ordinance went into effect on December 17, 2020.

Cannabis Ordinance Amendments (Planning and Zoning Permit Nos. 20-580-01, 20-580-02, and 20-580-04): In 2020, the City processed a series of Ordinance Amendments related to Cannabis operations within the City. On July 21, 2020, the Oxnard City Council approved Ordinance Amendments to incorporate commercial cannabis activities into the Industrial Zone use table and correct typographical errors in the zoning code; and Permits chapter of the Oxnard City Code (20-580-01 and 20-580-04). On June 2, 2020, the Oxnard City Council approved Amendments to Chapters 7 and 11 of the Oxnard City Code to establish fines for violation of Commercial Cannabis Businesses Regulations (20-580-02).

Wireless Facilities Ordinance Amendment (Planning and Zoning Permit No. 19-580-06): In 2020, the city continued the process of updating the Oxnard Zoning Code and Coastal Zoning Code in regards to permitting, processing and approving wireless communications applications in the City. Publish aesthetic requirements for the installation of wireless facilities in the City. A Master license Agreement with the wireless carriers is expected to be completed in 2021. The overall Wireless code updated is expected to be completed in 2022.

Long Range Project of Interest

Local Coastal Plan Update

The City of Oxnard's Local Coastal Plan (LCP) Update project is a collaborative planning and outreach process that will revise the City's existing LCP to bring it into conformance with Coastal Commission policy directives and approaches to address climate change adaptation strategies, such as those for sea level rise. The City staff has begun putting together a draft of the LCP document.

On December 8, 2020, staff presented a summary of the Local Coastal Program (LCP) Sea Level Rise (SLR) and Management adaptation strategies to the Housing and Economic Development Committee (HEDC). The presentation summarized the City's four Planning Areas and the draft long term adaptation strategies, that if acceptable will inform the policy creation and ultimately be folded into the LPC update as SLR Management adaptation policy. Implementation timelines and funding sources are yet to be identified. Additionally, the SLR Management adaptation policies included in the LCP update would also be coordinated with the Climate Action Plan (CAP) to address SLR vulnerabilities. The California Coastal Commission (CCC) SLR Guidance requires local governments to identify SLR adaptation strategies to minimize impacts from SLR in new or updated LCPs. Adaptation strategies should be selected based upon the local conditions, the results of the scenario-based analysis, and Coastal Act requirements, taking into account the particular goals of the local community. The four adaptation strategies considered in the Adaptation Report are to address the coastal hazards are as follows:

1. Accommodation- involves methods to modify existing developments or design new developments. These can include elevating structures and other engineering retrofits.
2. Green Protect- involves “natural infrastructure” such as stable sand dunes and coastal wetlands. Wetlands and sand dunes absorb and deflect wave energy.
3. Hard Protect- involves the construction of seawalls, dikes, flood gates, groins, revetments, etc. Although a prevalent strategy can cause negative impacts to beaches, views, and public access.
4. Managed Retreat- assumes structures would be relocated or replaced and moved beyond the highest coastal hazard zone after development has been impacted by coastal hazards.

For all four Planning Areas, HEDC directed staff to explore a Hybrid adaptation approach to SLR to allow a flexible pathway for balancing economic, environmental, and safety goals over time. For purposes of implementing the California Coastal Act, no single category or even a specific strategy should be considered the “best” option as a rule. Different types of strategies will be appropriate in different locations and for different hazard management and resource protection goals. CCC policies are written in the long term (year 2100) communicating that they are seeking SLR adaptation policies which demonstrate a City’s long term assurance and commitment to Coastal Act policies; however, the effectiveness of different adaptation strategies will vary across both spatial and temporal scales. In many cases, a Hybrid adaptation approach that uses strategies from multiple categories will be necessary, and the suite of strategies chosen may need to change over time. Progress on the update to the LCP is expected to continue through 2021, with completion estimated for 2023.

City of Oxnard Climate Action and Adaptation (CAAP) Plan Update

In March 2020, the City entered into a contract with Environmental Science Associates (ESA), Inc. for the preparation of the City’s CAAP. The CAAP is necessary to help Oxnard meet California’s goals for reducing emissions of greenhouse gases (GHG) emissions as legally mandated, and adapt to the anticipated effects of climate change. The CAAP is a plan for reducing the GHGs that contribute to global climate change, and for adapting to the anticipated effects of climate change.

The CAAP will have two primary objectives:

1. To reduce GHG emissions through the implementation of reduction measures to meet or exceed reduction targets mandated by the State of California; and
2. To enhance the community’s resilience to a changing climate by addressing the vulnerabilities and risks that are expected to occur as a result of those impacts.

In 2020 City staff and the consultant collected data to inform the CAAP preparation. The City is now embarking on the community engagement portion of the work effort, including solicitation of input from targeted interest groups. This engagement and outreach will continue throughout the preparation of the CAAP. The CAAP is anticipated to culminate with adoption by the City Council in late 2021 or early 2022.

The starting point for addressing climate change mitigation, which is a key component of the CAAP, is an understanding of the sources of the current GHG inventories in the City. These sources include the GHG emissions that the City has direct control over (Municipal GHG Inventory) and those that result from community activities (Community GHG Inventory), which are directly and indirectly impacted by local government programs, implementation of State mandates, planning, and development decisions.

The next step in developing the CAAP is to analyze the potential of local measures to reduce GHG emissions and assess the overall potential of the City to reduce emissions in line with the State's 2030 target and to make substantial progress towards meeting the State's longer-term 2050 goal. Over the next several weeks, the CAAP consulting team will be evaluating the possible GHG reduction strategies. The process going forward will involve a community survey, community engagement and conversations with key stakeholders seeking input on a range of methods to reduce GHGs.

Over the next four months community engagement will kick off through a community wide survey, meetings and workshops with targeted groups with interest and connection to the environment, social and community activism, education and health care, utility agencies, and business and agriculture ("focus groups"). The CAAP survey will be promoted through social media, the CAAP website, through free media spots, and through targeted outreach. The survey will be available in both English and Spanish. Additionally, two community meetings will be conducted with the general public with the goal of engaging all segments of the community. Input from disadvantaged communities will be a focus of these outreach activities, to ensure that measures taken to reduce emissions are equitable in terms of their costs and benefits to these communities. Distribution of a community-wide survey, and multiple public workshops, and focus group meetings will occur throughout the Spring and early Summer. Spanish interpretation will be provided and community meetings will be recorded and will be posted to the Climate Action Plan website - see: <https://www.oxnard.org/climate-action-plan/>. The CAAP monitoring plan will identify implementation milestones (e.g., Oxnard City Code Ordinance Amendments adopted) and identify performance metrics that can be used to track progress towards GHG reduction goals.

Summary of 2020 Active Development of Interest

In addition to the continued progress of the larger developments in the City, such as the Wagon Wheel and RiverPark developments, and many smaller developments, there was a significant increase in the amount of proposed and approved development in the Downtown and Sakioka Farms areas in 2020. Also, throughout the City there was a significant increase in the demand for Accessory Dwelling Units. As each of these are identified in the General Plan, a brief summary of the progress made in each area in 2020 has been provided below.

Downtown Projects

On July 30, 2019, the City Council adopted Ordinance No. 2963, which amended the Oxnard City Code Chapter 16, Division 10 and instituted a new "Downtown Code," and associated Zone Changes. The Downtown Code allows for a maximum development of 2,284 residential units and 3,025,370 square-feet of commercial space. The development allowed within the Downtown Code was evaluated in the 2030 General Plan Addendum No. 5, and it was determined to not result in any new significant impacts to the environment. As a result of the implementation of this new code there has been a substantial increase of interest in development in the downtown area. In 2020, the City received or approved nine applications for primarily residential mixed use developments proposing a total of 497 units. Two applications were approved in 2020, that will allow for 111 residential units, and 12,630 square feet of commercial space. One of these projects was the Navigation Center Project, which consisted of 56 permanent supportive housing units and a homeless shelter. The creation of the Navigation Center shelter was a long-term goal, identified in the City General Plan. It is anticipated that development interest in downtown will continue to increase through 2021, with many of the currently pending projects to be approved in 2021, and several are expected to begin construction in 2021.

Sakioka Farm Specific Plan

On June 16, 2020, City Council to approved a Development Agreement between the City of Oxnard, Sakioka Farms and AMS Craig, LLC; and a Tentative Tract Map, which subdivided the 430 acre area within the Sakioka Farms Business Park Specific Plan into 129 lots with new roads and sidewalks, stormwater management, landscape, and associated utilities. As a result of these approvals, two major developments were approved in the Sakioka development area in 2020. The first development was the approval of a 1,527,505 square foot, plus two storage mezzanines, multi-story e-commerce storage and distribution center. The second was a 576,000 square foot cold storage building and fruit processing facility. These projects both further the goals of the General Plan that aim to promote economic development through job creation and cold storage projects.

Accessory Dwelling Units

Permitting activity for accessory dwelling units (ADU) has increased significantly. State law revisions in 2017 and 2019 led to revisions to the development standards for these units in 2019 and 2020. The Ordinance Amendments, in compliance with State law, made it easier to obtain permits for ADUs by reducing fees and parking requirements, allowing for multiple ADUs on each lot, and creating an expedited process for converting existing permitted space (e.g., in a garage or detached accessory structure) into an accessory dwelling unit. The number of ADUs permitted in 2020 was more than double the number of permits issued in 2019. In 2020, 123 ADUs received planning permit approvals, 111 were submitted for construction plan review, 27 were issued a building permit, and 9 units were constructed and occupied. While the number of ADUs constructed and occupied remains low, as the substantial number of ADU granted planning entitlements trickles down, it is anticipated that the number of ADUs coming online will increase significantly in the coming years.

Table 2
Annual ADU Statistics

Year	Planning Applications Received	Entitlements Granted	Building Permit Applications Received	Building Permits Issued	Final Inspection/CO
2013	0	0	0	0	0
2014	1	0	0	0	0
2015	0	1	0	0	0
2016	0	0	1	0	0

2017	17	2	3	0	0
2018	44	25	20	4	1
2019	50	55	30	13	3
2020	129	123	111	27	9
Total	241	206	165	44	13

A Review Of The City's Progress In Meeting The Regional Housing Need Allocation (RHNA) Objectives

State law requires all regional councils of government to determine the existing and projected housing need for its region. The City of Oxnard (City) is in the region covered by the Southern California Association of Governments (SCAG). For each Housing Element planning cycle, SCAG is required to determine the share of the regional housing need to be allocated to each city and unincorporated county areas within the SCAG region. This is called the Regional Housing Need Assessment (RHNA) allocation.

The City adopted the current Mid-cycle 2013-2021 Housing Element in 2017 to accommodate projected growth. This Housing Element was conditionally certified by HCD in January 2018, making the City compliant with State Housing Element requirements. The City is not required to build the dwelling units assigned through the RHNA process. Rather, each jurisdiction is required to plan for growth by zoning available land to accommodate RHNA and to adopt housing programs that promote and facilitate housing construction at all affordability levels. As such, the City's Housing Element articulates a variety of existing or planned programs that support the development of housing affordable to all income categories.

The City prepares an Annual Progress Report that documents achievements in meeting the objectives of the City's Housing Element. This Annual Progress Report provides HCD with an update on building activity during the Housing Element cycle and progress made to implement approved Housing Element programs. This year's Annual Progress Report includes housing data for the 2020 calendar year, the seventh year in the current eight-year Housing Element cycle. It also includes the status of adopted Housing Element programs. The Annual Progress Report is submitted using a template provided by HCD. These forms are provided in Exhibit 1 (HCD Tables A, A2, B, and D).

Planning and Building Permit Activity in 2020

As shown in Table 3 below, planning entitlements were granted for a total of 235 residential units in 2020. Accessory dwelling units made up 123 of these units, with the remaining units resulting from two mixed use apartment projects in the downtown area and a single family dwelling in the coastal area.

Building permits were issued for a total of 363 residential units in 2020. Of these units, 299 were units located within the Wagon Wheel development. The remainder were located throughout the City and included 28 Accessory Dwelling Units and 36 Single Family Dwellings. Certificate of Occupancy was granted for a total of 221 dwelling units in 2020.

Table 3
Planning and Building Permit Activity in 2020

	Planning Entitlements	Building Permits	Certificates of
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			Occupancy
Single Family Dwellings	1	97	140
Multi Family/Apartments	111	238	72
Accessory Dwelling Units	123	28	9
Total	235	363	221

Methodology and Reporting Requirement for Determining Affordability

To categorize the affordability of housing units that were issued building permits, both median household income and the cost of the new housing units are taken into account. According to the U.S. Department of Housing and Urban Development (HUD), the annual median family income for a family of four in Ventura County in 2020 was \$97,800. Affordable housing is generally defined as housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities. Based on this, the maximum monthly affordable housing payment for a family of four making median income would be \$2,445.

City of Oxnard's Progress in Meeting Housing Need

A summary of development activity by affordability category is provided in Table 4 below, as compared against the assigned RHNA targets for the 2014-2021 Housing Element cycle. A total of 7,301 dwelling units were allocated to the City of Oxnard for 2013 to 2021. In 2020, 363 units were issued building permits. Approximately, fifteen (15) percent of the units issued building permits in 2020 met the criteria for placement in the lower-income and moderate income household categories while the remaining dwelling units (85%) were categorized as dwellings affordable to above moderate households.

Table 4
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level	RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	Total Units to Date (all years)	Total Remaining RHNA by Income Level	Percent Completed
Very Low	1,688	0	48	0	50	30	51	0	5	184	1,504	10.90%
Low	1,160	0	67	0	207	234	230	0	4	742	418	63.97%
Moderate	1,351	0	2	0	2	371	0	0	44	419	932	31.01%
Above Moderate	3,102	0	39	5	80	138	146	137	310	855	2,247	27.56%

Total RHNA	7,301											
Total Units		0	156	5	339	773	427	137	363	2200	5,101	30.13%

Conclusion

This General Plan Annual Progress Report has been prepared in compliance with Government Code Section 65400. The Report is to be provided to the Oxnard City Council at a public meeting on March 30, 2021, and it will be submitted to the Office of Planning and Research and the Department of Housing and Community Development by April 1, 2021.

Exhibits

1. 2020 City of Oxnard Housing Element Annual Report

Please Start Here

General Information	
Jurisdiction Name	Oxnard
Reporting Calendar Year	2020
Contact Information	
First Name	Vyto
Last Name	Adomaitis
Title	Community Development Director
Email	Vyto.Adomaitis@Oxnard.org
Phone	8053857882
Mailing Address	
Street Address	214 S. C Street
City	Oxnard
Zipcode	93030

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.

v 2_9_21

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR>

Submittal Instructions

Please save your file as Jurisdictionname2019 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2019

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System (Preferred) - Please see the link to the online system to the left.** This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Oxnard	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
1					2	3	4	5							6	7	8	9	10
Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total <u>PROPOSED</u> Units by Project	Total <u>APPROVED</u> Units by project	Total <u>DISAPPROVED</u> Units by Project	Was <u>APPLICATION SUBMITTED</u> Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes ⁺
Summary Row: Start Data Entry Below								6	13	475	15	0	14	436	959	232	0	1	
	200-0-234-120	421 Doris Ave		17-240-15	ADU	R	3/13/2020							1	1	1		No	
	203-0-211-020	1711 VALLEY PARK Oxnard CA		20-131-01	ADU	R	3/13/2020		1						1	1		No	
	203-0-274-020	1813 S. D STREET Oxnard CA		20-131-02	ADU	R	2/10/2020		1						1	1		No	
	204-0-091-060	340 E CEDAR ST Oxnard CA		20-131-03	ADU	R	3/23/2020							1	1	1		No	
	203-0-133-085	1526 VALLEY PARK DR Oxnard CA		20-131-04	ADU	R	2/11/2020							1	1	1		No	
	201-0-115-240	212 E. First Street		20-131-05	ADU	R	3/16/2020							1	1	1		No	
	201-0-115-240	212 E. First Street		20-131-05	ADU	R	3/16/2020							1	1	1		No	
	201-0-112-260	174 N HARRISON AVE Oxnard CA		20-131-06	ADU	R	3/18/2020							1	1	1		No	
	221-0-071-105	4200 HIGHLAND AVE Oxnard CA		20-131-07	ADU	R	3/27/2020							1	1	1		No	
	200-0-311-390	608 W BEVERLY DR Oxnard CA		20-131-08	ADU	R	3/18/2020							1	1	1		No	
	219-0-373-045	3530 Las Tunas		20-131-09	ADU	R	3/3/2020				1				1	1		No	
	203-0-261-105	1958 S J ST Oxnard CA		20-131-10	ADU	R	3/16/2020							1	1	1		No	
	200-0-262-265	532 North N Street		20-131-11	ADU	R	2/25/2020				1				1	1		No	
	142-0-252-085	416 FIRENZE ST Oxnard CA		20-131-12	ADU	R	3/18/2020							1	1	1		No	
	200-0-163-355	1030 W ROBERT AVE Oxnard CA		20-131-13	ADU	R	4/28/2020							1	1	1		No	
	203-0-181-010	1501 S. D Street		20-131-14	ADU	R	3/3/2020				1				1	1		No	
	204-0-133-190	2214 San Marino St Oxnard CA		20-131-15	ADU	R	3/4/2020		1						1	1		No	
	205-0-242-165	4006 S B St Oxnard CA		20-131-16	ADU	R	3/4/2020							1	1	1		No	
	204-0-091-070	348 Cedar St.		20-131-17	ADU	R	3/9/2020				1				1	1		No	
	220-0-074-055	2024 NAPOLEON AVE Oxnard CA		20-131-18	ADU	R	3/9/2020							1	1	1		No	
	201-0-064-270	411 N Janita Ave		20-131-19	ADU	R	3/9/2020							1	1	1		No	
	200-0-172-225	900 W. Douglas		20-131-20	ADU	R	3/13/2020				1				1	1		No	
	222-0-133-045	630 ANDREA DR Oxnard CA		20-131-21	ADU	R	3/13/2020							1	1	1		No	
	219-0-042-165	207 JAMES AVE Oxnard CA		20-131-22	ADU	R	3/13/2020							1	1	1		No	
	224-0-083-65	4451 BROWNING DR Oxnard CA		20-131-23	ADU	R	3/13/2020							1	1	1		No	
	205-0-305-015	930 W KAMALA ST Oxnard CA		20-131-24	ADU	R	3/16/2020				1				1	1		No	
	189-0-041-055	1930 W HEMLOCK ST Oxnard CA		20-131-25	ADU	R	3/27/2020							1	1	1		No	
	142-0-051-045	257 ST MARYS DR Oxnard CA		20-131-26	ADU	R	4/2/2020							1	1	1		No	
	219-0-375-015	500 DE ANZA WAY Oxnard CA		20-131-27	ADU	R	4/2/2020							1	1	1		No	
	201-0-053-080	327 N GRANT AVE Oxnard CA		20-131-28	ADU	R	4/23/2020							1	1	1		No	
	222-0-135-015	4910 PETIT DR Oxnard CA		20-131-29	ADU	R	6/19/2020							1	1	1		No	
	201-0-154-045	231 S MARQUITA ST Oxnard CA		20-131-30	ADU	R	4/29/2020							1	1	1		No	
	222-0-221-035	4900 JUSTIN WAY Oxnard CA		20-131-31	ADU	R	4/29/2020							1	1	1		No	
	216-0-121-165	451 N KOHALA ST Oxnard CA		20-131-32	ADU	R	6/15/2020							1	1	1		No	
	205-0-205-065	229 BRYCE CANYON AVE Oxnard CA		20-131-33	ADU	R	4/24/2020							1	1	1		No	
	216-0-121-085	2040 CAMINO DEL SOL Oxnard CA		20-131-34	ADU	R	4/30/2020							1	1	1		No	

	225-0-084-215	2111 SANFORD ST Oxnard CA		20-131-35	ADU	R	4/30/2020							1	1	1		No	
	222-0-121-185	4940 SAVIERS RD Oxnard CA		20-131-36	ADU	R	4/30/2020							1	1	1		No	
	203-0-043-140	1242 S H ST Oxnard CA		20-131-37	ADU	R	5/7/2020							1	1	1		No	
	187-0-045-115	3531 W HEMLOCK ST Oxnard CA		20-131-38	ADU	R	5/7/2020							1	1	1		No	
	187-0-176-095	2960 KETCH PL Oxnard CA		20-131-39	ADU	R	5/7/2020		1						1	1		No	
	220-0-041-055	2621 TRINITY Oxnard CA		20-131-40	ADU	R	5/7/2020							1	1	1		No	
	200-0-172-360	1121 DORIS AVE Oxnard CA		20-131-41	ADU	R	6/9/2020							1	1	1		No	
	205-0-043-065	3051 JACKSON ST Oxnard CA		20-131-42	ADU	R	5/22/2020							1	1	1		No	
	205-0-092-065	3550 S B ST Oxnard CA		20-131-43	ADU	R	6/10/2020							1	1	1		No	
	216-0-087-055	301 North Driskill		20-131-44	ADU	R	5/27/2020							1	1	1		No	
	201-0-055-080	321 N ROOSEVELT AVE Oxnard CA		20-131-45	ADU	R	6/19/2020							1	1	1		No	
	215-0-276-045	1333 Sombra Way		20-131-46	ADU	R	7/23/2020							1	1	1		No	
	203-0-101-205	930 Ceder Court		20-131-47	ADU	R	6/22/2020							1	1	1		No	
	216-0-087-025	331 N. Driskill, Oxnard, CA		20-131-48	ADU	R	6/3/2020							1	1	1		No	
	219-0-431-035	4011 San Juan Ave., Oxnard, CA 93033		20-131-49	ADU	R	5/26/2020		1						1	1		No	
	203-0-022-200	1158 S M St Oxnard CA		20-131-50	ADU	R	6/10/2020							1	1	1		No	
	139-0-104-025	1350 Elder Street, Oxnard, CA		20-131-51	ADU	R	6/11/2020						1		1	1		No	
	181-0-031-015	1431 ASTORIA PL Oxnard CA		20-131-52	ADU	R	6/10/2020		1						1	1		No	
	183-0-324-075	1521 PIEDMONT ST Oxnard CA		20-131-53	ADU	R	6/16/2020							1	1	1		No	
	220-0-085-115	1960 Pericles Place		20-131-54	ADU	R	6/29/2020							1	1	1		No	
	215-0-112-145	1123 TERESA ST Oxnard CA		20-131-55	ADU	R	6/19/2020							1	1	1		No	
	202-0-042-110	110 S F ST Oxnard CA		20-131-57	ADU	R	7/16/2020				1				1	1		No	
	224-0-073-035	1868 LINCOLN CT Oxnard CA		20-131-58	ADU	R	6/19/2020							1	1	1		No	
	205-0-313-015	2401 S K ST Oxnard CA		20-131-59	ADU	R	8/17/2020							1	1	1		No	
	204-0-134-060	2233 SAN MARINO ST Oxnard CA		20-131-60	ADU	R	7/6/2020							1	1	1		No	
	203-0-101-185	950 W CEDAR CT Oxnard CA		20-131-61	ADU	R	7/15/2020							1	1	1		No	
	201-0-064-260	227 N JUANITA AVE OXNARD, CA		20-131-63	ADU	R	8/11/2020							1	1	1		No	
	181-0-053-135	1601 EVANGELINE PL OXNARD, CA		20-131-64	ADU	R	8/3/2020				1				1	1		No	
	202-0-086-120	428 S. E ST Oxnard CA		20-131-65	ADU	R	2/10/2020		1						1	1		No	
	201-0-022-160	458 N HAYES AVE OXNARD, CA		20-131-66	ADU	R	8/4/2020						1		1	1		No	
	201-0-022-160	458 N HAYES AVE OXNARD, CA		20-131-67	ADU	R	8/4/2020				1				1	1		No	
	145-0-045-075	2586 Lake Drive Oxnard CA		20-131-68	ADU	R	7/9/2020							1	1	1		No	
	201-0-064-260	227 N JUANITA AVE OXNARD, CA		20-131-71	ADU	R	8/11/2020							1	1	1		No	
	225-0-033-145	3211 MADERA PL OXNARD, CA		20-131-72	ADU	R	9/8/2020							1	1	1		No	
	203-0-211-030	1721 VALLEY PARK DR OXNARD, CA		20-131-73	ADU	R	8/3/2020							1	1	1		No	
	200-0-312-160	456 PALM DR OXNARD, CA		20-131-74	ADU	R	8/17/2020						1		1	1		No	
	183-0-385-025	1735 ELSINORE AVE OXNARD, CA		20-131-75	ADU	R	9/8/2020							1	1	1		No	
	200-0-284-130	205 N H ST Oxnard CA		20-131-76	ADU	R	8/5/2020						1		1	1		No	
	205-0-045-045	3033 S K ST OXNARD, CA		20-131-77	ADU	R	9/14/2020		1						1	1		No	
	204-0-073-080	1416 CALIFORNIA ST OXNARD, CA		20-131-78	ADU	R	9/8/2020							1	1	1		No	
	132-0-041-150	2665 COLONIA AVE OXNARD, CA		20-131-79	ADU	R	8/18/2020				1				1	1		No	
	203-0-133-130	1436 VALLEY PARK DR OXNARD, CA		20-131-80	ADU	R	8/18/2020							1	1	1		No	
	142-0-165-075	2111 ALMANOR ST OXNARD, CA		20-131-81	ADU	R	8/19/2020							1	1	1		No	
	219-0-025-210	2117 HUGHES OXNARD, CA		20-131-82	ADU	R	8/19/2020							1	1	1		No	
	200-0-284-190	316 N I ST OXNARD, CA		20-131-83	ADU	R	9/8/2020		1						1	1		No	
	225-0-052-245	4340 DAPPER CT OXNARD, CA		20-131-84	ADU	R	9/8/2020						1		1	1		No	
	225-0-052-245	4340 DAPPER CT OXNARD, CA		20-131-85	ADU	R	9/8/2020				1				1	1		No	
	204-0-152-200	435 E LAUREL ST OXNARD, CA		20-131-86	ADU	R	9/16/2020							1	1	1		No	
	222-0-193-015	300 CAMPBELL WAY OXNARD, CA		20-131-87	ADU	R	9/23/2020				1				1	1		No	

	215-0-132-035	1113 PINATA DR OXNARD, CA		20-131-88	ADU	R	9/11/2020							1	1	1		No	
	201-0-061-110	301 MCKINLEY AV OXNARD, CA		20-131-89	ADU	R	9/11/2020							1	1	1		No	
	205-0-153-175	3043 S M ST OXNARD, CA		20-131-90	ADU	R	11/23/2020		1						1	1		No	
	225-0-033-035	3020 MERCED PL OXNARD, CA		20-131-91	ADU	R	9/23/2020							1	1	1		No	
	200-0-311-350	631 PALM DR OXNARD, CA		20-131-92	ADU	R	9/16/2020							1	1	1		No	
	202-0-010-325	1224 SEAPORT DR OXNARD, CA		20-131-93	ADU	R	10/7/2020							1	1	1		No	
	200-0-172-225	622 GLENWOOD DR OXNARD, CA		20-131-94	ADU	R	12/22/2020					1			1	1		No	
	205-0-225-075	3400 S E ST OXNARD, CA		20-131-95	ADU	R	9/23/2020							1	1	1		No	
	224-0-043-085	1950 SANFORD ST OXNARD, CA		20-131-96	ADU	R	10/12/2020							1	1	1		No	
	183-0-172-095	894 SARATOGA ST OXNARD, CA		20-131-97	ADU	R	10/12/2020							1	1	1		No	
	142-0-291-135	1135 CALIENTE WAY OXNARD, CA		20-131-100	ADU	R	11/23/2020				1				1	1		No	
	142-0-291-135	1135 CALIENTE WAY OXNARD, CA		20-131-100	ADU	R	11/23/2020		1						1	1		No	
	205-0-222-035	3227 S. G ST Oxnard CA		20-131-101	ADU	R	10/8/2020		1						1	1		No	
	205-0-222-035	3227 S. G ST Oxnard CA		20-131-102	ADU	R	10/8/2020				1				1	1		No	
	204-0-074-290	325 E Cedar St., Oxnard CA		20-131-103	ADU	R	10/19/2020							1	1	1		No	
	203-0-272-010	405 W Iris St., Oxnard CA		20-131-104	ADU	R	11/2/2020					1			1	1		No	
	219-0-025-040	2124 Cloyne St., Oxnard CA		20-131-105	ADU	R	11/16/2020						1		1	1		No	
	219-0-015-100	175 FRANK AVENUE Oxnard CA		20-131-106	ADU	R	10/26/2020						1		1	1		No	
	142-0-295-165	1922 NARANJA LN Oxnard CA		20-131-107	ADU	R	10/23/2020							1	1	1		No	
	142-0-295-165	1922 NARANJA LN Oxnard CA		20-131-107	ADU	R	10/23/2020							1	1	1		No	
	203-0-150-285	1205 W Fir Ave., Oxnard CA		20-131-108	ADU	R	11/23/2020						1		1	1		No	
	203-0-161-575	1536 South J St., Oxnard CA		20-131-109	ADU	R	11/23/2020							1	1	1		No	
	200-0-184-065	767 Douglas Ave., Oxnard CA		20-131-110	ADU	R	11/24/2020							1	1	1		No	
	203-0-091-200	1122 Hill St., Oxnard CA		20-131-111	ADU	R	12/7/2020							1	1	1		No	
	201-0-061-020	427 North McKinley Ave Oxnard CA		20-131-112	ADU	R	12/7/2020							1	1	1		No	
	219-0-041-040	208 Hughes Dr., Oxnard CA		20-131-114	ADU	R	12/15/2020							1	1	1		No	
	200-0-283-055	341 North I St., Oxnard CA		20-131-115	ADU	R	11/30/2020							1	1	1		No	
	225-0-035-015	3001 Mendocino Pl., Oxnard CA		20-131-118	ADU	R	12/22/2020							1	1	1		No	
	202-0-166-020	911 South E St., Oxnard CA		20-131-119	ADU	R	12/22/2020						1		1	1		No	
	224-0-093-025	1991 Jeffreys Pl., Oxnard CA		20-131-120	ADU	R	12/22/2020				1				1	1		No	
	200-0-292-210	346 North H St., Oxnard CA		20-131-121	ADU	R	12/29/2020		1						1	1		No	
	204-0-081-290	222 E CEDAR ST Oxnard CA		20-131-122	ADU	R	12/18/2020							1	1	1		No	
	203-0-222-030	121 West Guava St., Oxnard CA		20-131-123	ADU	R	12/30/2020						1		1	1		No	
	203-0-042-010	1135 South H Street, Oxnard, CA		20-131-126	ADU	R	12/30/2020							1	1	1		No	
	181-0-093-055	1630 Diego Way, Oxnard CA		20-131-127	ADU	R	12/22/2020						1		1	1		No	
	191-0-091-285	1215 Capri Way		20-400-01	SFD	O	4/6/2020							1	1	1		No	
	223-0-090-015, 223-0-041-020	5482 Cypress Rd, 5536 Cypress Rd		20-200-14	5+	R	11/24/2020			150					150	0		Yes-But no action taken	
	202-0-054-080, 202-0-054-075	241 W. Second Street		20-200-13	5+	R	11/3/2020	3		52				1	56	56		No	
	201-0-125-010	105 S. Roosevelt Avenue		20-200-10	2 to 4	R	12/8/2020							1	1	0		No	
	201-0-213-110	217-235 East Sixth Street		20-200-06	5+	R	10/20/2020			86				1	87	0		No	
	202-0-183-120	800 South A Street		19-200-18	5+	R	3/20/2020	3		3				49	55	55		No	
	201-0-100-040, 201-0-080-090	San Gorgonio and First Street	Las Cortas	20-200-01	5+	R	7/30/2020			129					129	0		No	
	132-0-100-095, 132-0-100-085	2700 & 2750 N. Ventura Rd.		19-200-16	5+	R	7/16/2020			50				283	333	0		No	
	202-0-233-355	1101 and 1111 West Second Street	Encanto	20-500-05	SFD	O	11/5/2020			5				22	27	0		No	
															0				
															0				
															0				
															0				
															0				
															0				
															0				

Jurisdiction	Ontario
Reporting Year	2020 (AR, 1 + Dec. 31)

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(CCR Title 25 §6202)

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Project Identifier				Unit Types		Affordability by Household Incomes - Completed Entitlement										Affordability by Household Incomes - Building Permits								Affordability by Household Incomes - Certificates of Occupancy							Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units		Notes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007

[illegible]

Jurisdiction	Oxnard	
Reporting Year	2020	(Jan. 1 - Dec. 31)

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(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1688		48		50	30	51				184	1504
	Non-Deed Restricted									5			
Low	Deed Restricted	1160		67		118	234	229		3		742	418
	Non-Deed Restricted					89		1		1			
Moderate	Deed Restricted	1351								43		419	932
	Non-Deed Restricted			2		2	371			1			
Above Moderate		3102		39	5	80	138	146	137	310		855	2247
Total RHNA		7301											
Total Units				156	5	339	773	427	137	363		2200	5101

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction		Oxnard	
Reporting Year		2020	(Jan. 1 - Dec. 31)
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program 1: Code Compliance Program	Ensure compliance with City codes, with a focus on garage conversions and unpermitted additions. 600 cases per month.	Ongoing	Program 1 is an ongoing program with no specific objective for calendar year 2020. In 2020, the Code Compliance Division had a staff of eight field officers and one manager who carried an average of over 300 cases per month. The types of cases related to residential properties are, from most to least, as follows: substandard housing, property maintenance, zoning violations, weed abatement, inoperable vehicles, and encroachments. Community Development also implements this program through the permit review process for additions and/or new development. On every discretionary permit, standard a condition of approval require maintenance of property and removal of graffiti within a minimum of five calendar days. Code Compliance inspectors meet regularly with Community Development building inspector field staff and the City Attorney's Office to coordinate and prioritize the Code Compliance workload. The majority of cases referred involve home improvements completed without permits (replacement windows, water heaters, etc.), substandard housing including conversion of garages or internal subdivisions to create illegal living quarters that violate Building, Housing, Health and Safety, and Zoning Codes.
Program 2: Citywide Homeowner Repair Program	Provide loans to rehabilitate 25 very low- and 25 low- income homes annually as funding allows.	Seek funding annually	Program 2 is an ongoing program with an annual objective of 50 rehabilitation loans to lower income households, as funding allows. During 2020, the Housing Department assisted 3 lower-income families with rehabilitation loans funded with CDBG funds. One loan was issued to an extremely low-income household, one to a very low-income household, and one to a low-income household. The total of the 3 loans was \$72,492. As funding for affordable housing has diminished it has been difficult to continue with these of programs. However, the Housing Department will continue to search and apply for new funding opportunities for residential rehabilitation assistance.

Program 3: All-Affordable Housing Opportunity Program (AAHOP) and “-AH” additive zone designation	Rezone AAHOP sites with the -AH additive zone designation and continue to maintain a running AAHOP inventory that meets or exceeds the remaining RHNA allocation need.	Place -AH additive zone designation on new sites within 180 days of HCD certification of the 2013-2021 Housing Element	Program 3 is a one-time program that was completed in 2018. On October 10, 2017, the City adopted its 2013-2021 Mid-Cycle Housing Element (Resolution 15,060) which was subsequently conditionally certified by the Department of Housing and Community Development (HCD) on January 11, 2018. The certification was conditioned on “...timely and effective implementation of remaining commitments in Programs 3, 6, 25, 26, and 29.” At that time, staff anticipated an increase in Program 3 AAHOP sites to accommodate 264 lower income units to meet the remaining unmet Regional Housing Needs Allocation (RHNA). As of 2018, through the AAHOP program there is remaining land to meet the remaining capacity needs for 1,773 extremely low to low income units. The city continues, to review Accessory Dwelling Units (ADU) permitting activity as an alternative source of lower income units to satisfy the remaining capacity need for 2 extremely low to low income units. A total of 129 ADU applications were filed in 2020, with 119 receiving planning entitlements. Additionally 29 ADUs received building permits, in 2020. Based on the ADU permits filed and continued strong public interest, the Planning Manager expects to be able to ministerially approved 100 affordable ADUs in 2021. Based on surveys and information provided by a sample of ADU applicants, most of the ADU are being offered for rents that qualify as very low to moderate income units. As a result, these units are able to be counted towards the remaining RHNA lower income unit need. With the Program 3 lower income need being met by the AAHOP sites and ADUs the program goal has been completed.
Program 4: Urban Village Program	Implement the 2030 General Plan Urban Village Program	End of 2021	Program 4 is an ongoing program with no specific objective for calendar year 2020. During 2020, Planning staff continued to evaluate the Teal Club Specific Plan, the conceptual Northeast Community Specific Plan Specific Plan amendment (Maulhardt 107 acres), and the Fisherman’s Village redevelopment to ensure consistency with General Plan Urban Village policies. The policies are intended to provide and promote a pedestrian orientation to reduce vehicle trips and vehicle miles traveled and, therefore, reduce greenhouse gas emissions. Community Development will continue to consider renaming this program “Transit-Oriented Development Neighborhood, District, or Corridor.”
Program 5: Parcel Assemblage	Support State legislation that enables site assembly through creation of a tax-increment supported program or district.	Implement as feasible during planning period if State legislation and/or programs enable a tax-increment or similar program that leads to funding for site assembly.	Program 5 is an ongoing program with a 2019 objective to review the program effectiveness. During 2020, no progress in this program was achieved as no state-level program was initiated and there are inadequate City funds to finance a parcel assembly program. Community Development will continue to monitor enabling legislation and seek funding.

Program 6: Zoning Code Amendments	Revise Zoning Code to comply with recently adopted state law.	2017 for Chapter 16 amendments 2018 for Chapter 17 (Coastal Zoning) amendments 2019	Program 6 is a program with implementation during 2017, 2018, and 2019. Most of the Program 6 objectives were accomplished with the adoption of a zone text amendment in conjunction with the 2013-2021 Mid-Cycle Housing Element on October 10, 2017. In July of 2020, the City updated ADU regulations to be consistent with additional state ADU legislation that was adopted in 2019 and became effective January 1, 2020. Through 2020, Planning successfully used the newly adopted state Accessory Dwelling Unit (ADU) regulations and later the locally adopted City ADU regulations to ministerially process all ADU applications.
Program 7: Housing Permitting Process Review	Review and streamline permitting process, especially for AAHOP projects, second units, and manufactured housing.	Annually and as project applications are submitted.	Program 7 is a partially completed program for ADU and AAHOP projects. The program remains ongoing in terms of continuous review of the permitting process. In 2020, no AAHOP projects were entitled for a total. Accessory Dwelling Units have continued to be processed ministerially. There were no projects involving manufactured housing in 2020 and no changes are anticipated to City permitting regulations or procedures involving manufactured housing.
Program 8: SOAR Affordable Housing Exemption Study	Develop guidelines for the possible use of the affordable housing exemption in the SOAR ordinance.	During the planning period, if needed.	Program 8 is ongoing in terms of the continuous evaluation of the need for a SOAR affordable housing exemption throughout the housing cycle. As documented in the 2013-2021 Mid-Cycle Housing Element, SOAR has not been an impediment to development of affordable housing. Affordable housing is being developed and AAHOP sites are available without need to use the 20-acre per year Oxnard SOAR affordable housing exemption. This program will likely not be needed through the end of this RHNA planning period.

Program 9: Farmworker Housing Program	Review and pursue farmworker housing opportunities. Amend the Zoning Code to comply with state law regarding Employee (farmworker) Housing. At least three projects to be at least in pre-development planning with a qualified nonprofit developer.	Initiate historic evaluation of the Camp Vanessa camp and prepare brochure by 2016; Amend Zoning Code to comply with Employee Housing Act by 2018; continue to participate with House Farmworkers stakeholders and their projects and meet with the group at least twice a year.	Program 9 had an intermediate completion target year of 2019 and then remains ongoing. As documented in the 2013-2021 Mid-Cycle Housing Element, several farmworker developments have been completed in the City utilizing a variety of local, federal, and state funding sources. The zone text amendments adopted in tandem with the 2013-2021 Mid-Cycle Housing Element brought the code into compliance with State Employee Housing law. The 42-unit Etting Road farmworker housing project was submitted for plan check in 2019. The remodel building permits for the Garden City Labor Camp were issued in 2019 and construction has started. The City did not conduct a historic evaluation of the Camp Vanessa “Bracero” farm labor facility but did work closely with its new owners to approve the ministerial building permits that extends the life of the facility with a capacity of up to 500 H2A visa workers. The City did not develop an informational brochure. Planning staff attended the HouseFarmWorkers monthly meeting on two occasions. Therefore, the initial portion of this objective was completed. Planning Division staff continue to work with farmworker stakeholders and the nonprofit community to discuss possible options for locating suitable and available sites for farmworker housing. The Housing Department will continue to seek development partners and funding that can be used to develop affordable farmworker housing. In 2020 the Housing Department issued one year extension to the letter of conditional approval for federal HOME funding to the Etting Road Farmworker Project pending the Housing Department's review of the developer's final HOME application and confirmation that the developer has secured all other funding sources necessary to complete construction on the project.
Program 10: Inclusionary Housing Program	Produce 50 units per year on average on-site, in-lieu fees lead to average of 30 units per year. No units are counted toward RHNA, as they are not considered certain by HCD.	Monitor annually and ongoing. 2017, 2018	In an effort to increase the number of affordable units developed with in-lieu fees, in 2020 the City adopted an updated inclusionary housing fee (Ordinance No. 2980). This updated fee followed a lengthy fee study process and evaluation of fee sufficiency.
Program 11: Homeownership Assistance Citywide	Assist a total of 40 households annually.	Ongoing	Program 11 is an ongoing program with an annual objective of assisting 40 households to purchase their housing. During 2020, the Housing Department provided homeownership assistance funded by HOME and BEGIN. A total of five households were assisted with \$193,944. One loan was provided to a very low-income household, three to low-income households, and one to a moderate-income household. A total of \$365,301 has been committed for nine households who have been pre-approved but have not found a property yet. In 2020, one public housing FSS family transitioned to homeownership. The program assisted the family by facilitating resources and first-time homebuyer education.

Program 12: Mortgage Credit Certificate (MCC)	Continue working with the Ventura County Consortium to distribute funding and work toward Oxnard residents using at least 6 mortgage Credit Certificates per year.	Ongoing and as far as first-time homebuyers' applications are pursued.	Program 12 is an ongoing program with an annual objective of assisting six households to purchase their housing. The City continued to work with the Ventura County Consortium. During 2020, 20 Oxnard residents received MCC, as reported by the Ventura County Consortium, exceeding the City's goal of 6 MCCs issued to Oxnard residents. In 2021 Oxnard residents are expected to continue to receive MCC credits.
Program 13: Financial and Regulatory Assistance	Continuing to provide financial and regulatory assistance.	Pursue AHSC funding annually beginning in 2015.	Program 13 is an ongoing program with no specific objective for 2020. During 2018 and 2019, no applications were filed for AHSC funding. Community Development continued to evaluate projects for AHSC applications. The challenge was showing significant GHG reductions to score well against other AHSC applications and the costs of preparing the applications. In 2020, the City will consider partnering with an affordable Housing Developer to apply for the next AHSC award. In July 2020 the City applied for the Permanent Local Housing Allocation (PLHA) formula grant, issued by the California Department of Housing and Community Development (HCD) and expects to receive an award amount of up to \$6,950,574 over the next five years beginning in 2021.
Program 14: Shelter Development Program	Continue to work toward development of a year- round emergency shelter.	Amend Zoning Code to fully address SB 2 requirements for transitional and supportive housing by 2019.	The City identified a potential shelter site in 2019, located at 1258 Saviers Road. However, that location was abandoned due to compatibility issues and a desire to allow for a more comprehensive set of solutions. During 2019, the Commission on Homelessness was kept abreast of developments towards meeting this objective at their monthly meetings. The City of Oxnard began using a former National Guard Armory located at 351 S. K Street in Oxnard as a Temporary Emergency Shelter on a 24-hour basis in January 2019, with financial assistance from the City and County of Ventura, before operation and management of the shelter was taken over by Mercy House, a non-profit homeless service provider, in June 2019. The K Street Shelter will remain open and continue operating as a 24-hour low-barrier shelter, operated by Mercy House, until the City completes the development of its proposed new Navigation Center (241 W 2nd Street) on a City-owned property. The City is proposing to build a multi-story mixed-use building on the City-owned property that will include a new Navigation Center, administrative office space for supportive service providers, recuperative care beds, and permanent supportive housing units. The City estimates that project completion will occur within the next 2 years and is currently in the design phase. In 2020, the Housing Department entered into an Exclusive Negotiating Agreement with a developer and has begun negotiations to enter into a Disposition and Development Agreement (DDA) with the developer on the future navigation center. A land use application for the mixed-use multi-story building has been submitted to the City's Community Development Department. The City anticipates receiving all entitlements and executing the DDA with the developer, pending City Council approval of the DDA by February 2021.

Program 15: Homeless Assistance	Continue to implement program with shelter for women and children and winter warming service that averages 700 person- nights.	Ongoing through planning period.	Program 15 is an ongoing program with no specific objective for 2020. In 2020, shelter space was expanded to a second location in order to provide safer conditions for preventing the spread of COVID-19. The total number of beds remained at 110, but now with 42 beds located at the former Armory location on K street, and 68 beds across the street at the Police Activities League (PAL) building. In order to engage with people experiencing homelessness and provide practical assistance including housing navigation, employment assistance, health navigation and crisis intervention, in May 2020, the City began working with the Salvation Army to provide street outreach services. In fall of 2020 the scope of services from Salvation Army expanded to provide additional street outreach services in the downtown area of Oxnard. The City teamed up with Ventura County to regularly provide the services and engage as many people as possible into shelter and housing. Ventura County provides healthcare services through their Backpack Medicine project. In 2020, Homeless Services began providing support and practical services once a week at “The One Stop” outside of the Rescue Mission. This program is done in partnership with Ventura County who provides health care and other services. In order to support homeless individuals, gain skills for independent living, homeless services is planning a vocational training program pilot to train and hire people who had experienced homelessness with the goal of securing longer term/permanent work. Homeless Services implemented and assisted the adults with children shelter at Gabriel's House with 45 persons a night. Homeless Services has developed \$1.5 million in Measure O funds and 1.5 Million in State HEAP funding to build and operate the permanent year -round shelter through a tri-party agreement with the City of Ventura and County of Ventura in order to assist homeless and at- risk individuals and families.
Program 16: At-Risk Household Assistance	Continue to monitor assisted units, and if any become at risk, work with property owners to develop a strategy to maintain any at-risk through 2023.	As needed through 2023.	Program 16 is an ongoing program with no specific objective for 2019 In 2019 affordability covenants expired on Tierra Vista Apartments, which included 40 non-elderly units. In addition, the following public housing sites were removed from the rental market in 2019: Colonia Village - Although the majority of units had already been vacated in 2018 when public housing tenants were permanently relocated, primarily into the newly developed Las Cortes affordable housing development, the last tenants remaining in the existing 144 units moved out and were relocated to other permanent housing in 2019. All 144 units have been removed from the Oxnard Housing Authority's (OHA) public housing inventory, the OHA intends on demolishing these units, with HUD approval, since their useful life has expired. The OHA has partnered with a developer to build a 129 unit development that will be 100% affordable on a portion of the former Colonia Village site, The new development will be the second phase of the Las Cortes development and is currently in the entitlement phase. OHA plans to build an additional forty-four affordable units in the future on the remaining portion of the former Colonia Village site. Eight out of twenty units were removed from OHA's public housing inventory at the Athea Court Public Housing Site in 2019 due to a fire that destroyed them. OHA intends to replace these units but a date for replacement has not been determined at this time.

Program 17: Fostering Self-Sufficiency	Support community-based organizations to assist a minimum of 90 households annually, with Oxnard residents comprising a minimum of 80 percent of those assisted, with a program goal of 100 percent.	Annually and ongoing. 2017, 2018, 2019,2020-2021	Program 17 is an ongoing program with an annual objective of assisting 90 households. During 2020, 31 Public Housing and 37 Section 8 low-income families participated in the Family Self-Sufficiency program. The FSS program focuses on assisting families in reaching milestones such as: improving their credit, enrolling in higher education, improving budgeting skills, and remaining off welfare assistance. As a result of the COVID-19 pandemic, in 2020, over 2,500 individuals were provided emergency supportive services facilitated by the ROSS Services Coordinator. In 2020 ROSS services have been expanded to assistance with unemployment filings, rental assistance, food share, and health and safety education.
Program 18: Section 8 Assistance Program	Continue to participate, encourage property owners to register units, and seek to raise the payment standard as needed.	Seek new vouchers and/or to raise the payment standard as needed annually.	Program 18 is an ongoing program with no specific objective for 2020. In 2020, The Housing Authority has launched an effort known as “Rethink and Renew” to restructure operations. The goal is to improve landlord and tenant relations and customer service which in turn will impact the participation rate of property owners in the Section 8 program. An average of 1,679 vouchers were in use in 2020. As a result of the COVID-19 pandemic, all efforts had to be postponed until the City of Oxnard authorizes for the department to proceed with community outreach events. In November of 2020, the Housing Authority submitted a grant request to HUD for technical assistance pertaining to the Rethink and Renew efforts. The application revolves around assistance with asset portfolio repositioning, organizational and staff assessment, and analysis of workforce productivity. All of these tasks are aligned with the goals and objectives of the Rethink and Renew effort.
Program 19: Fair Housing Services	Continue to implement and advertise the program in cooperation with the Housing Rights Center. Average 320 per year.	Ongoing.	Program 19 is an on-going program to provide fair housing counseling, case investigation and processing, and fair housing training to Oxnard residents, housing providers, and home seekers. The City continued contracting with the Housing Rights Center to provide individual case management and investigation services to Oxnard Residents, housing providers, and home seekers. This contract is entirely funded with CDBG funds. In 2019-20 the goal of 320 client contacts was met. There were over 350 contacts (133 client households, about 200 paper distributions, 20 attendees at training sessions, and an unknown number of website contacts for Oxnard residents). Fair housing information was also disseminated through various social media platforms, as well as through distribution of flyers and leaflets. In addition, the City's Fair Housing Officer, based in the Housing Department, provided services related to reasonable accommodation requests for public housing assistance recipients. An updated regional Analysis of Impediments to Fair Housing was prepared and adopted by City Council in May of 2020.

Program 20: Energy Conservation	Increase public awareness and information on energy conservation opportunities and assistance programs for new and existing residential units, and comply with state energy conservation requirements.	Advertise programs and implement project-related standards as feasible when development applications are received.	Program 20 is an ongoing program with no specific objective for 2020. The City continued to post and distribute information on currently available weatherization and energy conservation programs to residents and property owners through annual mailings in City utility billings and distributed program information to community organizations and at municipal offices; Community Development continued to enforce state requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and encouraged residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access; and Community Development continued to encourage development of affordable housing units that utilize passive or active energy saving features (e.g. solar panels, efficient appliances, and efficient building materials).
Program 21: Report Housing Element Implementation	Report annually on accomplishing the goals, policies, and programs that fulfill state law requirements.	Report Annually. 2017, 2018, 2019, 2020-2021	Program 21 is an ongoing program with an annual objective of filing the Annual Progress Report (APR) by April 1 for the preceding calendar year. The 2020 APR was filed on the April 1, 2021 deadline. All previous APR were filed by their respective due dates.
Program 22: Reasonable Accommodation	Continue to implement reasonable accommodation ordinance for disabled persons.	Amend Section 15-501.5 of Division 17 Reasonable Accommodation by 2017. Review requests for reasonable accommodation as they are received.	Program 22 has an intermediate completion target year of 2017, and then remains ongoing. During 2020, there were no changes to this program. Community Development continued to process requests for reasonable accommodation which are reviewed on a staff level, and approved two Reasonable Accommodation permits.
Program 23: Special Needs Group	Work to identify funding and assist in addressing the housing needs of special needs groups.	Identify funding opportunities annually and/or as funding becomes available. 2017, 2018, 2019, 2020-2021	Program 23 is an ongoing program with an annual objective of assisting 90 households. In 2020, the Housing Authority adopted a preference which allows a total of 15 housing choice vouchers (very-low income) to be set aside each fiscal year for applicants who meet the definition of homelessness. Following a revamping of efforts to increase utilization, a total of 31 applicants have secured housing and 21 have been issued a Housing Choice Voucher and are currently searching for a unit.
Program 24: Mobile Home Park Conservation Ordinance	Clarify the mobile home park condominium conversion process based on recent case law.	Annually.	Program 24 is an ongoing program with no specific objective for 2020. In 2020, the actions identified below have not occurred. A review of recent case law pertaining to conversions of mobile home parks to condominium ownership to determine if there is a need to modify the mobile home conversion code and/or administrative procedures for mobile home park conversions has not been completed by the City Attorney's office.

Program 25: Annexation	Allow additional capacity to meet the City's RHNA.	Annexation within 18 months of Housing Element adoption; Consider alternative approaches if annexation doesn't occur by 2018. 2017, 2018, 2019	Program 25 has an intermediate completion target years of 2017, 2018, and 2019. The Teal Club Specific Plan (TSCP) annexation application has begun moving forward with the Oxnard School District acquiring a portion of the site for a Middle School. The TSCP Draft EIR was circulated in early 2016 and the entitlement began again starting with a update of the Draft EIR. If the project and annexation are approved, some number of affordable units would likely be counted in the next housing element planning period, 2021 to 2029. As stated in Programs 3 and 26, Community Development has determined that the City has met the RHNA target with completed projects, proposed projects, and anticipated ADU approvals by 2021. Therefore, there is no need to consider alternatives to the TCSP annexation as stated in the program. In 2018, the Rio School District filed an annexation request for an 11 acre surplus school site that included 167 condominium housing units and 20 affordable units required by the City's inclusionary ordinance. The Planning Commission recommended approval on November 21, 2019 and approved by the City Council on February 4, 2020. The annexation processes is now with LAFCO.
Program 26: AAHOP Monitoring Program	Ensure the AAHOP does not constrain the development of affordable housing.	Update AAHOP site list and map annually; continue to refine the AAHOP program annually and as needed. 2017, 2018, 2019, 2020-2021	Program 26 requires an annual review from 2017 through 2021. During 2020, there were no changes to this program. Community Development continued to post and distribute information on currently available AAHOP sites and continued to provide information to owners and developers about the AAHOP incentives. No AAHOP projects were approved in 2020.
Program 27: Large Households	As project applications are submitted.	Assist in the development of larger units to accommodate larger households.	Program 27 is an ongoing program with no specific objective for 2020. During 2020, there were no changes to this program. The City continued to encourage developments to add additional bedrooms. However, developers have reported that there is a strong demand for smaller units for newly formed households of roommates, young couples with no children, and 'empty-nesters.'
Program 28: Extremely Low-Income Households	Comply with AB 2634.	Look for opportunities to develop or facilitate extremely low-income units at least annually.	Program 28 is an ongoing program with no specific objective for 2020. In 2020, the City entered into an Exclusive Negotiating Agreement with a developer to negotiate the terms of a Disposition and Development Agreement for the construction of a mixed-use building that will include a navigation center with a 110-bed shelter, office space, and 100 percent affordable Permanent Supportive Housing rental Units. The property is currently owned by the City. The address is 241 W. 2nd Street. Once developed, the PSH units will target formerly homeless households, most of which will have extremely low incomes. The development is currently in the process of obtaining entitlements. The Central Terrace Apartments, an 87-unit 100 percent affordable development, is currently in process of obtaining entitlements, once developed the development will target tenants at 30%, 50% and 60% AMI.

Program 29: Review of Parking Standards	Continue to review alternative parking requirements in all zoning districts.	Amend parking requirements by 2017 and monitor and report every 2 years. 2017, 2019	Program 29 is an ongoing program with a reporting requirement every two years. During 2018, the Planning Division prepared the ADU zone text amendment that included clarification of parking requirements consistent with State law (see Program 6). Multifamily projects are generally reducing guest parking, utilizing tandem paring, and using more surface parking as the projects qualify for Density Bonus parking standards by complying with the City's 10% inclusionary ordinance. The City will continue to allow reduced parking requirements for senior and affordable housing projects with approval of a parking study as well as shared parking when uses with different peaking characteristics (such as offices and apartments) are combined in a single structure. The City will also monitor the impacts of these parking studies and report every two years on any constraints identified in their annual Housing Element report to HCD (beginning in the 2019 APR). Planning developed the new Downtown Code approved in 2019 with reduced parking requirements for residential uses in the downtown and reductions for studio and one-bedroom apartments, as a result of a review city parking requirements. The City did not establish a fixed parking requirements for congregate living facilities, community care facilities and small residential care facilities for disabled person, nor explore the feasibility of an ordinance that would prohibit the long-term storage of cars in designated parking spaces in multifamily complexes, thereby ensuring that the spaces may remain available for tenant use. The City plans to evaluate the associated costs with the current parking requirements to ensure they are not a constraint on development in 2021.
Program 30: Large Site Program	Assist with large site development	As project applications are submitted.	Program 30 is an ongoing program with no specific objective for 2020. During 2019 and 2020, Community Development staff worked closely with the Oxnard Union High School District and owners of a 107-acre vacant parcel to identify requirements and opportunities for affordable housing. Community Development staff also worked closely with the Rio School District, owner of an 11-acre parcel contiguous to City limits for possible annexation and inclusion of affordable housing. This project received Planning Commission approval, subject to City Council and LAFCo approvals, on Nov. 21, 2019.

Program 31: City Owned Sites and AAHOP Developer Assistance	Promote development of AAHOP projects on City-owned sites and assist potential developers with AAHOP projects.	Promote awareness of availability of City-owned AAHOP sites and provide assistance to applicants on an ongoing basis; disseminate information on technical assistance annually. 2018, 2019, 2020-2021	Program 31 was added with the adoption of the 2013-2021 Mid-Cycle Housing Element with the first annual report submitted in 2018. Throughout 2020, Community Development has continued website promotion of the City's Affordable Housing Ordinances/Programs and collaboration with other departments within the City to ensure information and assistance is provided about opportunities to develop affordable housing on AAHOP sites. Specifically, the City maintains information about opportunities for affordable housing on AAHOP sites, assistance developing AAHOP projects on City-owned land, and/ or for projects with State Density Bonuses, in one place on its website. Contact information for the Housing Department and Planning Division is also include in the same place on the website for interested parties to contact for further assistance. In 2020, the Housing Department continued to work with Affordable Housing Developers to create affordable housing opportunities on City, Housing Authority, and Successor Agency-owned properties. Proposed development on City owned property includes a mixed-use building that will include a navigation center with a 110-bed shelter, office space, and 100 percent affordable Permanent Supportive Housing rental Units (. Phase II of the Las Cortes Development, a 109-unit 100 percent affordable rental housing development, will be located on Housing Authority Owned Property. The Housing Department will also work to develop future Request For Proposals for other City, Housing Authority, and Successor Agency owned properties.
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Jurisdiction	Oxnard	
Reporting Period	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Oxnard	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	5
Low	Deed Restricted	3
	Non-Deed Restricted	1
Moderate	Deed Restricted	43
	Non-Deed Restricted	1
Above Moderate		310
Total Units		363

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	129
Number of Proposed Units in All Applications Received:	959
Total Housing Units Approved:	232
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	1
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Oxnard	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT					
Local Early Action Planning (LEAP) Reporting					
(CCR Title 25 §6202)					
Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.					
Total Award Amount	\$ 500,000.00		Total award amount is auto-populated based on amounts entered in rows 15-26.		
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Oxnard Corridor Community Transportation Improvement Plan II (OCCTIP II)	\$ 300,000.00	0	In Progress	None	
Environmental Review and Documentation for the 2021-2029 Housing Element and Related Actions	\$ 200,000.00	0	In Progress	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	6
	Non-Deed Restricted	13
Low	Deed Restricted	55
	Non-Deed Restricted	16
Moderate	Deed Restricted	0
	Non-Deed Restricted	13
Above Moderate		132
Total Units		235

Building Permits Issued by Affordability Summary	
Income Level	Current Year

Very Low	Deed Restricted	0
	Non-Deed Restricted	5
Low	Deed Restricted	3
	Non-Deed Restricted	1
Moderate	Deed Restricted	43
	Non-Deed Restricted	1
Above Moderate		310
Total Units		363

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	6
	Non-Deed Restricted	1
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	1
Above Moderate		213
Total Units		221

City of Oxnard

2020 General Plan and Housing Element Annual Progress Report

Vyto Adomaitis, Community Development Director
Scott Kolwitz, Planning & Environmental Services Manager
Joe Pearson II, AICP, Senior Planner

City Council
March 30, 2021

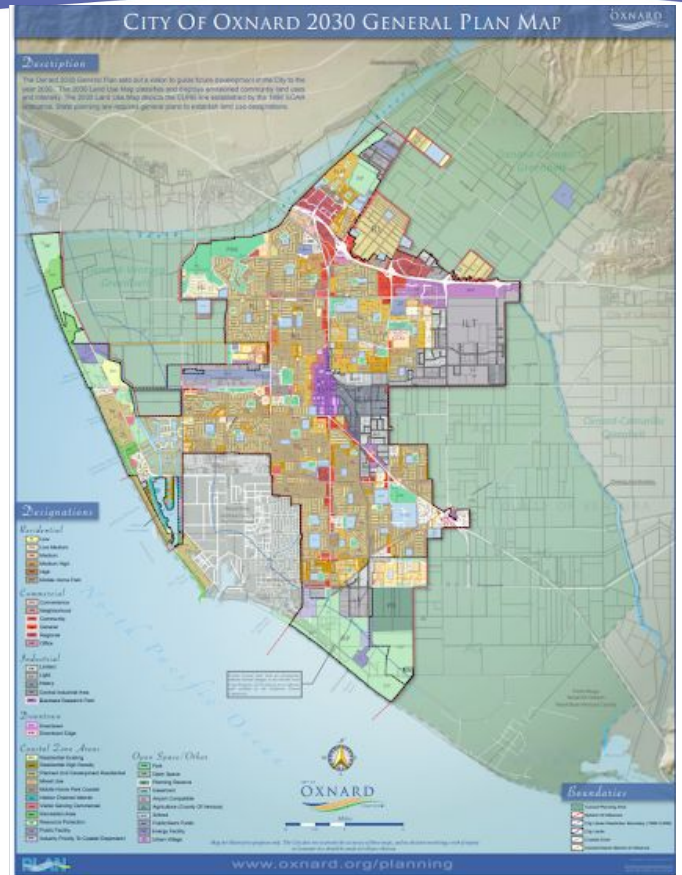


General Plan And Housing Element Annual Progress Report

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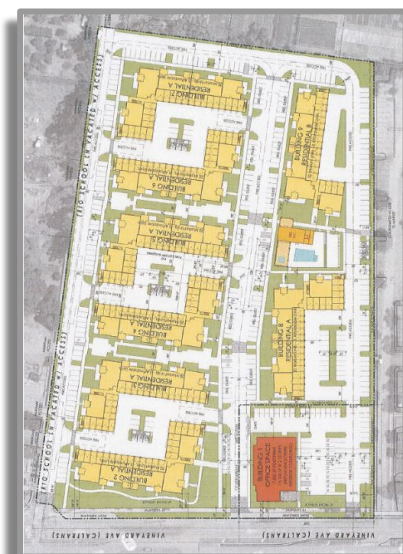
- Annual Progress reports are required each year pursuant to state law
- Submitted to Governor's Office of Planning and Research, and the State Department of Housing and Community Development
- Must be submitted by April 1st of each year.
- Purpose of Annual Reports
 1. Provide Status update for General Plan
 2. Describe implementation progress
 3. Document progress on Regional Housing Needs Allocation (RHNA)

- State law requires the preparation and adoption a comprehensive and long-range general plan for its physical development
- The General Plan provides a city with a consistent framework for land use and other decision-making
- All City actions affecting physical development or the use of land must implement and be found consistent with the General Plan



2030 General Plan Status

- Since the Adoption of the 2030 General Plan in 2011 there have been 14 General Plan Amendments.
- The most recent amendment was approved in 2020 for the Rio Urban project, which included 167 unit and a 15,000 square foot office building.

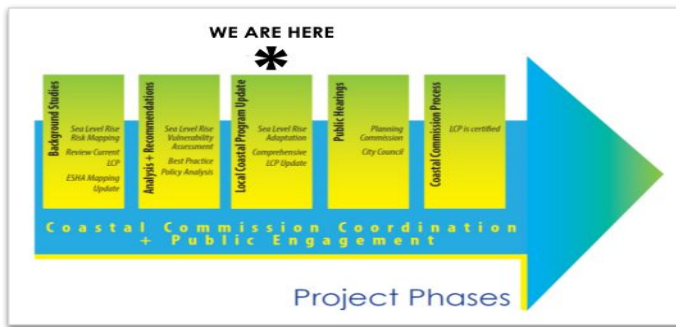


- As of December 31, 2020 there were four General Plan Amendments in process.
 - Teal Club Project
 - Dansk II Apartments Project
 - Portofino Place Project
 - General Plan Housing Element Update

Approved and Pending Ordinance Text Amendments

- Approved in 2020
 - Accessory Dwelling Unit (ADU) Ordinance Amendment
 - Short Term Rental (STR) Ordinance Amendment
 - Cannabis Ordinance Amendments
- Pending as of December 31, 2020
 - Wireless Facilities Ordinance Amendment

Local Coastal Plan Update



City of Oxnard Climate Action Plan Update



Downtown Projects Approved in 2020



Navigation Center Project

- 800 South A Street
- 5-story building
- 13,078 square foot permanent homeless
- 56 units; 55 affordable

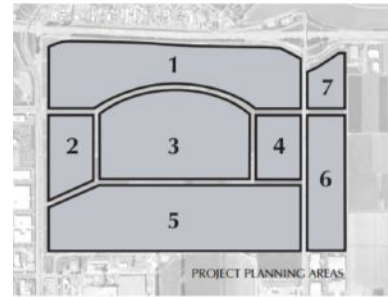
Billboard Lofts Project

- 800 South A Street
- 5-story podium building
- 4,508 sf retail space
- 55 units; 6 affordable



Specific Plan Area

Development Agreement and Tract Map to subdivide the 430 acre area within the Sakioka Farms Business Park Specific Plan into 129 within 7 project areas



Arctic Cold Storage

- 576,000 square feet
- Cold storage building and fruit processing facility

Amazon

- 1,527,505 square feet
- Multi-story e-commerce storage and distribution center



Accessory Dwelling Units

Annual ADU Statistics

Year	Planning Applications Received	Entitlements Granted	Building Permit Applications Received	Building Permits Issued	Final Inspection/CO
2013	0	0	0	0	0
2014	1	0	0	0	0
2015	0	1	0	0	0
2016	0	0	1	0	0
2017	17	2	3	0	0
2018	44	25	20	4	1
2019	50	55	30	13	3
2020	129	123	111	27	9
Total	241	206	165	44	13

Planning and Building Permit Activity in 2020

	Planning Entitlements	Building Permits	Certificates of Occupancy
Single Family Dwellings	1	97	140
Multi Family/Apartments	111	238	72
Accessory Dwelling Units	123	28	9
Total	235	363	221

Regional Housing Needs Allocation Progress

<u>Income Level</u>	<u>RHNA Allocation by Income Level</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Total Units to Date (all years)</u>	<u>Total Remaining RHNA by Income Level</u>	<u>Percent Completed</u>
Very Low	1,688	0	48	0	50	30	51	0	5	184	1,504	10.90%
Low	1,160	0	67	0	207	234	230	0	4	742	418	63.97%
Moderate	1,351	0	2	0	2	371	0	0	44	419	932	31.01%
Above Moderate	3,102	0	39	5	80	138	146	137	310	855	2,247	27.56%
Total RHNA	7,301											
Total Units		0	156	5	339	773	427	137	363	2200	5,101	30.13%

That the City Council receive and file the City of Oxnard 2020 General Plan and Housing Element Annual Progress Report.



Discussion



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.4

DATE: March 30, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Award Agreement for Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33. (0/5/5)

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8313 with American Restore, Inc. for \$1,084,053.14 for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802);
2. Approve a Project contingency amount of \$108,405 for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802);
3. Approve a Project allocation of \$54,202 for engineering, inspection, survey and project management for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802); and
4. Approve a budget appropriation in the amount of \$150,941 from the available fund balance in the Solid Waste Operating Fund (631).

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

BACKGROUND

Each year the Del Norte Facility receives over 200,000 tons of refuse from heavy-duty trucks that tip their refuse on the main tipping floor. Heavy-duty equipment such as Front-End Articulating Loaders, Mini (Skid) Loaders are constantly maneuvering and positioning the refuse on the tipping floor to the load-out ports. Equipment loaders push the refuse over the open port where it drops into transfer-trailers located in a tunnel underneath the floor's load-out port. Once loaded with refuse, the tractor-trailer transports the refuse to a designated landfill.

The main tipping floor is approximately 45,000 square feet. This project intends to restore approximately 12,640 square feet. The tipping floor consists of a concrete subsurface and a top layer composed of concrete and steel fragments. The top layer is strong and wear-resistant. Once the surface wears through, however, the concrete subsurface below will quickly become eroded by heavy equipment and trash. The 12,640 square feet of the top layer of the tipping floor included in this project has expired its estimated useful life of five to seven years.

The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidentals to restore the waste tipping floor located at the Del Norte Regional Recycling Center and Transfer Station.

The work is tentatively scheduled to begin in March 2021 and to be completed by June 2021.

CIP References:

Project No. 216802 – Del Norte Facility Waste Tipping Floor Restoration- CIP 2020-2025 - Adopted June 16, 2020 - Page 222.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on February 18, 2021 with bids due on March 10, 2021. The City received the following responsive bid:

American Restore, Inc.: \$1,084,053.14

The lowest bidder for this Project is American Restore, Inc., and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from the contractor and its subcontractor, verified possession of required current valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). At this time, the contractor or its subcontractors are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this project to American Restore, Inc.

Additional funds of \$108,405 is required for construction contingency (10% of the contract value) and \$54,202 for the cost for engineering support services and city staff time (5% of the contract value) to perform engineering, inspection, survey and project management (EISPM) services specific to this project during construction. The total estimated cost of this phase of the Project is \$1,246,660.14 (base bid + additive alternative items + contingency + EISPM).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this phase of the Project is \$1,246,660.14 which includes the construction agreement, contingency and project allocation. The Del Norte Facility Waste Tipping Floor Restoration Project No. 216802 has an available project budget balance of \$1,095,720 from the original \$1.1 million budget from the Solid Waste Operating Fund (631). Additional budget appropriation of \$150,941 is needed to award the contract and will be funded from the available fund balance of the Solid Waste Operating Fund (631).

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8313 American Restore PW 20-33
2. Budget Appropriation

3. Presentation

CONTRACT

**CITY OF OXNARD CONTRACT FOR
DEL NORTE REGIONAL RECYCLING CENTER AND TRANSFER STATION
WASTE TIPPING FLOOR RESTORATION PROJECT
SPECIFICATION NO. PW 20-33**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and AMERICAN RESTORE, INC. ("Contractor"). Contractor's license number is 976449.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. PW 20-33 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of one million eighty four thousand fifty three dollars and fourteen cents (\$1,084,053.14) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

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

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties’ duly authorized representatives.

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

[signatures on following page]

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

CITY OF OXNARD

AMERICAN RESTORE, INC.

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

James Andrews, CEO² _____ Date

Parker Andrews, Secretary _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

Exhibit INS-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)

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

A. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

D. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

City of Oxnard
Insurance Compliance
Reference No. A-8313
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

(MM/DD/YY)

ISSUE

DATE

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY x COMMERCIAL GENERAL LIABILITY x CLAIMS MADE x OCCUR. x OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY x ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8313
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: _____**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS _____

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**EACH
OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

a. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. A-8313****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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

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

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. A-8313****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-107****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: (____) _____

Date Signed _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as DEL NORTE REGIONAL RECYCLING CENTER AND TRANSFER STATION WASTE TIPPING FLOOR RESTORATION PROJECT SPECIFICATION NO. PW 20-33.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound,
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and referred to in
 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum
 of _____ Dollars (\$ _____), this
 amount being not less than a hundred percent (100%) of the total Contract Price in lawful
 money of the United States of America, for materials furnished or labor thereon of any kind, or
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the

principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as DEL NORTE REGIONAL RECYCLING CENTER AND TRANSFER STATION WASTE TIPPING FLOOR RESTORATION PROJECT SPECIFICATION NO. PW 20-33.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the

Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

**BID SHEETS FOR DEL NORTE REGIONAL RECYCLING CENTER AND TRANSFER
STATION WASTE TIPPING FLOOR RESTORATION PROJECT
SPECIFICATION NO. PW 20-33**

Bidder's Name: American Restore, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	EXTENDED AMOUNT
1.	Mobilization and Demobilization (3% maximum of Total Bid Price less mobilization and demobilization)	1000-5	LS	1	\$ 21,772.35
2.	Remove And Replace 2-Inch Thick Of Waste Tipping Floor As Shown in the Drawings, Complete-In-Place	03 30 00	LS	1	\$ 967,879.79
3.	Remove And Replace ½-Inch Metal Flashing And All Components As Shown in the Drawings, Complete-In-Place	05 50 00	LS	1	\$ 94,401.00
TOTAL BID PRICE:					\$ 1,084,053.14

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of

material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 1,084,053.14

One Million Eighty Four Thousand Fifty Three Dollars and Fourteen

TOTAL BID PRICE IN WORDS: Cents

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>3/03/2021</u>
#02	<u>03/08/2021</u>

Addendum:	Date Received:
#03	<u> </u>
#04	<u> </u>

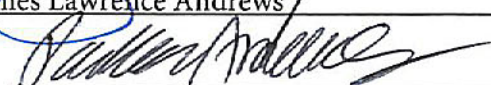
Bidder's Name (Company): American Restore, Inc.

Signature: 

Print: James Lawrence Andrews

Title: President

Date: 03/09/2021

Signature: 

Print: Parker Lawrence Andrews

Title: Secretary

Date: 03/09/2021

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Engineering

Date: March 30, 2021

Project/Program

Manager: Omar Ortiz

Phone: (805)276-7470

Reason for Appropriation:

Budget appropriation to fund Agreement A-8313 with American Restore, Inc. for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802)

Accounts and Descriptions

AMOUNT

Fund: **631 SOLID WASTE OPERATING**

Expenditures/Transfers Out

PROJECT 216802 DELNORTE FAC TIP FLRCONST

631-6880-826.82-08 SERVICES - CONSTRUCTION

150,941

Sub-total Expenditures

150,941

Net Change to Fund Balance

(150,941)

Net Appropriation Change

150,941

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

AWARD AGREEMENT TO AMERICAN RESTORE, INC. FOR THE DEL NORTE REGIONAL RECYCLING CENTER AND TRANSFER STATION WASTE TIPPING FLOOR RESTORATION PROJECT PW 20-33

Presentation to City Council
March 30, 2021

Tatiana Arnaout, PE, City Engineer



That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8313 with American Restore, Inc. for \$1,084,053.14 for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802);
2. Approve a Project contingency amount of \$108,405 for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802);
3. Approve a Project allocation of \$54,202 for engineering, inspection, survey and project management for the Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project Specification No. 20-33 (Project No. 216802); and
4. Approve a budget appropriation in the amount of \$150,941 from the available fund balance in the Solid Waste Operating Fund (631).



Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project

- The tipping floor top layer is intended to be strong and wear-resistant
- However, once the surface wears through, the concrete subsurface below quickly becomes eroded by heavy equipment and trash
- This Project will replace 12,640 ft² of the tipping floor and will include:
 - Replacement of metal flashing located around the tipping floor pits
 - Removing auxiliary structures conflicting with the edge of the pits

Existing condition of the tipping floor



What to expect after construction:



Del Norte Regional Recycling Center and Transfer Station Waste Tipping Floor Restoration Project

- The notice inviting formal bids (NIFB) for the project was published on February 18, 2021, with bids due on March 10, 2021.
- 1 bid was received and evaluated:

American Restore, Inc.	\$1,084,053.14
------------------------	----------------

- American Restore, Inc. was found to be the lowest responsive bidder for this project

- Total cost for the Project is \$1,246,660.14 and includes:
 - Agreement with American Restore, Inc. for **\$1,084,053.14**
 - Project contingency of **\$108,405**
 - Engineering, inspection, survey and project management (EISPM) of **\$54,202**
- There is currently \$1,095,720 available from the Solid Waste Operating Fund (631) for this Project (Project No. 216802)
- The remaining cost to complete the project of \$150,941 requires a budget appropriation from the Solid Waste Operating Fund (631) available fund balance

QUESTIONS?