

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



AGENDA
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
May 14, 2019
Regular Meeting - 4:30 to 5:45 PM

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the April 23, 2019 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. City Manager Department

SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report and Five-Year Agreement (2019-2024). (15/10/5)

RECOMMENDATION: That the Housing and Economic Development Committee receive and forward the OCVB Annual Report to City Council and recommend City Council approval of the new five-year contract between the City and OCVB for marketing activities.

Contact: Ashley Golden, (805) 385-7478

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

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

2. Community Development Department

SUBJECT: 2013-2021 Mid-Cycle Housing Element 2018 Annual Progress Report. (5/10/15)

RECOMMENDATION: That the Housing and Economic Development Committee receive and file a report summarizing the 2018 Annual Progress Report (APR) filed with the Department of Housing and Community Development (HCD) on April 1, 2019.

Contact: Jeffrey Lambert, (805) 385-7882

3. Community Development Department

SUBJECT: Planning and Zoning Permit No. 18-680-02 (Mills Act Agreement-Henry T. Oxnard-Landmark No. 161), Barbara A. Grant House at 225 South F Street. Filed by Barbara Anne Grant, Trustee on behalf of 225 S. F St Revocable Trust. (10/5/5)

RECOMMENDATION: That the Housing and Economic Development Committee recommend the City Council authorize the Mayor to execute a Mills Act Contract (Agreement No. A-8139) with Barbara Anne Grant, Trustee on behalf of Property Owner (225 S. F St Revocable Trust) to maintain and preserve a historic property located at 225 S. F Street (Oxnard-Landmark No. 161).

Contact: Jeffrey Lambert, (805) 385-7882

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Regular Meeting
April 23, 2019

A. ROLL CALL / POSTING OF AGENDA

At 4:36 p.m., Chair Madrigal called to order the regular meeting of the Oxnard City Council Housing and Economic Development Committee in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Vianey Lopez, and Chair Oscar Madrigal were present.

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Assistant City Attorney; Jeffrey Lambert, Community Development Director; Alexander Nguyen, City Manager; Elizabeth Rubalcava, Assistant City Clerk; and Michelle Ascencion, City Clerk.

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

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing and Economic Development Committee approve the minutes of the April 9, 2019 Regular Meeting as presented.

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

D. REPORTS

Community Development Department

1. SUBJECT: Development Review Process Improvements.

RECOMMENDATION: That the Housing and Economic Development Committee receive a staff presentation regarding recommendations for improvements to the development review process and provide comments.

The Community Development Director gave a report. Public comments were received from Barbara Macri-Ortiz. Discussion ensued among the Committee and staff. No action was required.

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

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Madrigal adjourned the meeting at 5:15 p.m.

MICHELLE ASCENCION, CMC
City Clerk

OSCAR MADRIGAL
Chair



HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1.

DATE: May 14, 2019

TO: Housing and Economic Development Committee

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

SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report and Five-Year Agreement (2019-2024). (15/10/5)

RECOMMENDATION

That the Housing and Economic Development Committee receive and forward the OCVB Annual Report to City Council and recommend City Council approval of the new five-year contract between the City and OCVB for marketing activities.

BACKGROUND

The Oxnard Convention and Visitors Bureau (“OCVB”) was initially formed in May 1974 as a nonprofit corporation for the purpose of generating economic benefits to the City of Oxnard (“City”) by promoting the area and attracting more visitors. The vision of the OCVB is to lead Oxnard’s travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination, seeking to bring significant economic and social benefits to our community. As such, OCVB’s mission statement is to establish the Oxnard area as a recognized destination for tourism and business travel.

To promote Oxnard in primary markets and the local community, OCVB produces print, online, and social media materials, working collaboratively with neighboring Convention and Visitors Bureaus and the Ventura County Coast to promote tourism across our region. Of importance is staying up to date on current travel trends and markets, so that the proper marketing and outreach is undertaken to maximize OCVB’s efforts. Going forward, OCVB’s stated goals include continuing to provide connectivity between visitor sectors. Doing this will require City support in implementing their long-term strategic plan.

One of the Oxnard Convention & Visitors Bureau (OCVB)’s key performance indicators, and the foremost method for tracking success, is through hotel statistics. Year over year, the OCVB continues to grow in all areas of measurement including outperforming neighboring cities. Year end numbers for 2018 are as follows: average Daily Rate is at \$152.40, which is an increase of 5.4% over last year and a 28% increase since 2014. Average Occupancy Rate is at 79.7% which is an increase of 2.8% over last year and a 10% increase since 2014. This means that the Transient Occupancy Tax (TOT) that is collected by the City of Oxnard (the City) continues to grow year over year. In the OCVB’s last fiscal year 17/18, TOT collected by the City topped \$5.6 million.

The OCVB generated 46 stories from press releases, generating \$130,770 in approximate advertising

equivalency, and placed 37 print advertisements in meetings and leisure publications. During the current fiscal year, the OCVB was featured in media including newspapers, radio, TV, and websites. The OCVB produced the 2019 Oxnard Visitors Magazine, which is placed in 444 locations across California, Texas and Montana as well as over 100 business locations in Oxnard and most hotel rooms in the city. OCVB also produces the “Best of Oxnard” brochure which is placed in 732 locations throughout California. This fiscal year, the OCVB attended 14 group and leisure trade shows, making connections with thousands of potential visitors and meeting planners.

On the OCVB’s website, *VisitOxnard.com*, has had 287,181 website sessions (7/1/18-3/1/19) and 453 Oxnard events have been promoted. The OCVB has a strong social media presence, with more than 48,000 combined followers on the following social channels: Facebook, Instagram, Twitter, LinkedIn & YouTube. The OCVB communicates their messaging to over 14k digital subscribers monthly through e-news campaigns.

Oxnard Tourism Marketing District (“OTMD”)

On March 5, 2019, City Council approved OCVB to form the Oxnard Tourism Marketing District (“OTMD”). The OTMD benefit assessment district proposed to create a revenue source to help fund marketing and sales promotion efforts for Oxnard lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The proposed OTMD includes all lodging businesses located within the boundaries of the City of Oxnard. The lodging business categories to be excluded are lodging businesses with fifty-four (54) rooms or less and RV parks. Pursuant to §36624 of the Property and Business Improvement District Law of 1994 (94 Law), the City Council may, “make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities.”

Lodging business owners decided to pursue formation of the OTMD in order to create a dedicated revenue source devoted to marketing Oxnard as a tourist, meeting, and event destination. The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue in addition to the existing Transient Occupancy Tax (TOT), and other guest charges and fees. The OTMD is expected to generate approximately \$730,000 on an annual basis for promotion of travel and tourism specific to Oxnard. The City shall be paid a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration from funds collected for the OTMD.

The OTMD will have a five (5) year term, beginning April 1, 2019 through March 31, 2024. The assessment was implemented beginning April 1, 2019. The City will be responsible for collecting the assessment on a monthly basis from each lodging business located in the OTMD boundaries. The City shall forward the assessments to Oxnard Convention and Visitors Bureau, which will have the responsibility of managing OTMD programs as provided in this Management District Plan.

OCVB Agreement

The FY18-19 OCVB agreement was for a one year term for \$641,124, which was a \$73,236 reduction (10%) from funding in FY17-18 (\$712,360). The proposed agreement is for 5 years, consistent with the OTMD benefit assessment district. The proposed agreement will be for a not to exceed amount of \$340,624 in year one, \$350,000 in year two, \$300,000 in year three, \$265,000 in year four, and \$270,000 in year five. In addition, consistent with the FY 18-19 Agreement, the OCVB will repay the City, on a dollar-for-dollar basis the money OCVB receives from the April 2019- June 2019 OTMD. The re-payments to the City will be

received between January 2020 and June 2020 (section 14 of the proposed agreement).

With the addition of three new hotel properties coming on-line in the next two years, which will bring a 34% increase in available hotel rooms, there is an opportunity to market the City as a premier destination. This may not be possible for OCVB to do without a strong and secure budget. Given all the demands on City funds, OCVB has found that the formation of the OTMD as a viable option to achieve the goals of the organization, while at the same time reducing the City's financial assistance towards this common goal. However, the OTMD funding is limited to marketing the specific lodging business paying into the OTMD. Therefore, it is vital that the City provide direct funding to OCVB to ensure the Oxnard as a whole is promoted as a premier leisure and business travel destination. This promotion will lead to the continued growth and success of hotel performance, thus generating more TOT funds and additional tax revenue streams for the City of Oxnard.

STRATEGIC PRIORITIES

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

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

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

Goal 2. Enhance business development throughout the City.

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

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

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

Goal 3. Enhance business retention and attraction.

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

FINANCIAL IMPACT

Starting July 1, 2019, \$340,624 in year one, \$350,000 in year two, \$300,000 in year three, \$265,000 in year four, and \$270,000 in year five from the General Fund paid in successive semi-annual payments of \$170,312. This new amount represents a \$300,500 (47%) reduction from the previous agreement compensation of \$641,124. This new contract will expire on June 30, 2024.

Prepared by: Sarah Rowley, Administrative Assistant, Ashley Golden, Assistant City Manager, Julie Mino, OCVB CEO/President

ATTACHMENTS

1. OCVB Agreement
2. Presentation1. May 14 OCVB Annual Report HEDC
3. Presentation2. May 14 OCVB Agmt HEDC

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“**Agreement**”) is made and entered into in the County of Ventura, State of California, this ____ day of May, 2019, by and between the City of Oxnard, a municipal corporation (“**City**”), and Oxnard Convention & Visitors Bureau, a California nonprofit corporation (“**OCVB**” or “**Consultant**”). City and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, City desires to hire Consultant to market the Oxnard area to attract more visitors and tourists, as more fully described in Exhibit A; and

WHEREAS, Consultant represents that Consultant and/or Consultant’s personnel have the qualifications and experience to properly perform such services;

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the “**Services**”).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant’s own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with the Assistant City Manager, subject to the direction of the City Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Assistant City Manager and/or the City Manager of such delays.

9. Principal in Charge

Consultant hereby designates the OCVB President & CEO as its principal-in-charge and person responsible for necessary coordination with the Assistant City Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. The City agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement is intended to be a long term Agreement between the City and Consultant to ensure long term commitment of both parties and allow long range planning and programs. This Agreement shall be for a five year period commencing July 1, 2019. This Agreement may be terminated by either party, with cause by either party the Agreement shall terminate within thirty

(30) days of written notice or Ninety (90) days without cause. If the Agreement is not terminated pursuant to this section, the Agreement is further subject to the City Council appropriating sufficient funds each year this Agreement is in effect to fulfill the funding set out in Section 14. If funds are not so appropriated, this Agreement shall automatically terminate on the date any funds that are so appropriated are exhausted.

13. Payments by OCVB to City

The prior agreement between OCVB and the City provided that, if during the term of that agreement, OCVB received funding from a tourism based improvement/management district or another funding source (the "TBID"), then the City's payments to OCVB would be reduced on a dollar-for-dollar basis based upon the funding that the OCVB received from the TBID. If OCVB receives any funds from the TBID that was generated based upon hotel or motel stays that occurred in April, May and/or June 2019, then OCVB agrees to pay this amount to the City in three equal installment payments (without interest occurring) on or before January 15, 2020, on or before April 15, 2020 and on or before June 15, 2020. The City is authorizing the delay in the payment of this amount as OCVB transitions to receiving primary funding for its operations from the tourism based improvement/management district.

14. Compensation

a. For services rendered, OCVB shall be paid by the City a total of \$340,624 in year one (fiscal year 2019-2020), \$350,000 in year two, \$300,000 in year three, \$265,000 in year four, and \$270,000 in year five. Said payment shall be in semi-annual payments in July and January of each fiscal year.

b. OCVB will provide an updated budget for each fiscal year showing its full program and financial requirements. OCVB shall also provide a thorough analysis of all programs completed and those underway, including a report showing the economic impact and other performance measures of OCVB's operations and programs (i.e.: occupancy rates, number of tourists, marketing activities, etc.) and a comparison to prior periods.

c. The Annual Marketing Plan must be presented to the City Council, on or before October 1 of each year. Budget requests and increases to OCVB's budget must be demonstrated by OCVB's ability to increase the City's Transient Occupational Tax ("TOT"), through its Marketing Plan. OCVB shall be prepared to present to City Council performance measures and marketing activities in its request for additional funding increases.

d. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

15. Method of Payment

City agrees to pay Consultant semi-annually upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to the City. The invoice shall identify the Services by project as specified by the City.

Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide the City with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. (Reserved)

18. Records

Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to the City.

At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to the City within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Assistant City Manager.

21. Indemnity

To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-B**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-B**. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-B**.

Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

24. Consultant Not Agent

Except as Assistant City Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. (Reserved)

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of the City, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

Consultant shall provide City staff with access to and, upon request by the City, provide copies to the City of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

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

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

Any notices to Consultant may be delivered personally or by mail addressed to Oxnard Convention & Visitors Bureau, 2775 N. Ventura Road, Suite 204, Ventura, California 93036, Attention: OCVB President & CEO.

Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: Assistant City Manager with a copy to City of Oxnard, City Attorney's Office, 305 W. 3rd Street, Oxnard, California 93030.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire Agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

CITY OF OXNARD

OXNARD CONVENTION & VISITORS BUREAU, a
California nonprofit corporation

☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

Julie Mino, President and CEO² Date

ATTEST:

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

APPROVED AS TO FORM:

 5/6/19

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

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.

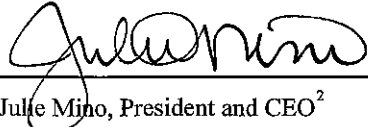
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

CITY OF OXNARD

OXNARD CONVENTION & VISITORS BUREAU, a
California nonprofit corporation

☐ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

 5/2/19
Julie Mino, President and CEO² _____ Date

ATTEST:

Michelle Ascencion, 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 A

SCOPE OF SERVICES

During the term of this Agreement, Oxnard Convention & Visitors Bureau (“OCVB”) agrees to provide the following services to the City of Oxnard (“City”):

1. Serve as the City’s official tourism agency that provides leadership in the marketing of the City and the generation of tourism sales.
2. Develop a comprehensive marketing program to advertise, promote and publicize the City to achieve, as City's priority, the goal of booking group meetings, trade shows, conferences, and other events at area hotels and other available meeting space in a manner that results in a positive economic impact for the City.
3. Develop a marketing program directed to tourism decision-makers and individual travelers to promote additional business and leisure travel to the City. OCVB may associate with other agencies, such as, but not limited to, Visit California, Ventura County Coast, Oxnard Downtown Improvement District, Oxnard Chamber of Commerce, City of Oxnard, Oxnard hotels, and local attractions, each as OCVB may reasonably determine to further extend its marketing efforts.
4. Develop said marketing program to include, but not be limited to researching tours, events and tournaments coming to the area, coordinating and distributing mailings, coordinating the development and maintenance of OCVB website and collateral materials, continuing maintenance of and management of social media platforms, and other marketing activities.
5. Participate in activities related to the branding of the City for the purpose of local, national, and international identity, and coordinate such activities with the City as identified by the City Manager’s Office or designated representative(s).
6. Develop and implement an OCVB Board of Directors with members that represent a cross-section of the various organizations supporting economic development, communications, and marketing. The primary function of OCVB Board of Directors is to develop and provide input and suggestions that support and cross-promote the City as a destination. The members of OCVB Board of Directors shall be determined at the discretion of the OCVB, in consultation with the City, and shall be managed by OCVB.
7. Present OCVB’s annual budget, future budget requests, and Annual Marketing Plan to the City Council, on or before October 1, each year. Budget requests and increases to OCVB’s budget must be demonstrated by OCVB’s ability to increase the City’s

Transient Occupational Tax (“TOT”), through its Marketing Plan. OCVB should be prepared to present to City Council performance measures and marketing activities in presentation.

EXHIBIT INS-B

INSURANCE REQUIREMENTS

Exhibit INS-B

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement 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 Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project 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. 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. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. 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. Consultant 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. Consultant 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 Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. 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-B 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 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 Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants 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 notes of cancellation.**

Endorsement Forms

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

INS-B.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 \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 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				

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

Rev. 4/19

INS-B.doc

SUBMIT IN DUPLICATE								
GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City") PRODUCER Telephone: NAMED INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits </td> <td style="width: 50%; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ☐ Deductible Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) </td> <td style="width: 50%; padding: 5px;"> ☐ Self-Insured </td> </tr> </table> </td> </tr> </table> 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:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ☐ Deductible Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) </td> <td style="width: 50%; padding: 5px;"> ☐ Self-Insured </td> </tr> </table>	☐ Deductible Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	☐ Self-Insured			
POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> ☐ Deductible Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which) </td> <td style="width: 50%; padding: 5px;"> ☐ Self-Insured </td> </tr> </table>	☐ Deductible Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	☐ Self-Insured					
☐ Deductible Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	☐ Self-Insured							
TYPE OF INSURANCE	CITY AGREEMENTS/PERMITS							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence	OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: Address: Telephone: ()							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th rowspan="3" style="width: 30%; padding: 5px; text-align: left;">COVERAGES</th> <th colspan="2" style="padding: 5px; text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 35%; padding: 5px; text-align: center;">EACH OCCURRENCE</th> <th style="width: 35%; padding: 5px; text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐	COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE			In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. 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. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$						
		EACH OCCURRENCE	AGGREGATE					

b. 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

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.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

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



OXNARD

CONVENTION & VISITORS BUREAU
CALIFORNIA

Annual Report

May 14, 2019

WHAT WE DO



OCVB Mission Statement

To establish the Oxnard area as a recognized destination for tourism and business travel.

Vision

The vision of the Oxnard Convention & Visitors Bureau is to lead Oxnard's travel and tourism industry in promoting and marketing Oxnard as a premier leisure and business travel destination that brings significant economic and social benefits to our community.

OCVB BOARD OF DIRECTORS

Joe Cabral, Best Western Oxnard Inn, Chair
Christian Hellot, Embassy Suites Mandalay Beach, Vice Chair
Otto Kanny, River Ridge Golf Club, Secretary
Nancy Lindholm, Oxnard Chamber of Commerce, Treasurer
Ashley Golden, City of Oxnard
Peter Crabbe, Channel Islands Maritime Museum
Dolores Licon, Homewood Suites
Bryan MacDonald, Council Member, City of Oxnard
Marilyn Miller, Ventura County Harbor Department
Michael Pynn, The Collection at RiverPark
Kim Recharte, Gold Coast Insurance Agency, Inc.
Chelsea Reynolds, The Oxnard Performing Arts & Conference Center
Jorge Rubio, Department of Airports
Patty Tewes, Courtyard by Marriott
Robert Wagner, Magnavino Cellars
Steve Buenger, Marine Emporium Landing, Board Advisor

STAFF



Julie Mino
President & CEO



Alyce Bosacki
VP, Sales & Community Development



Brittney Hendricks
Director of Marketing & Communications



Michelle Flippo
Office Manager

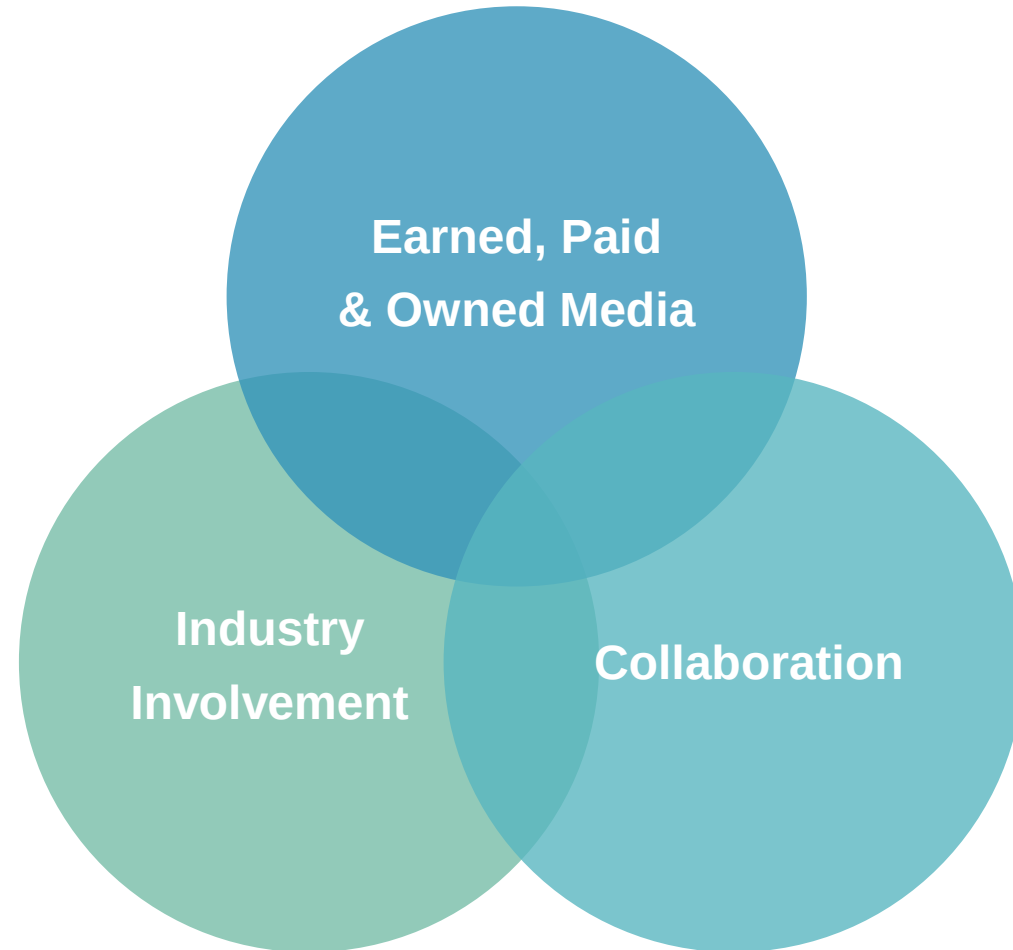


Whitney Orvis
Marketing Associate

HOW WE DO IT

Multi-Channel Approach

- Earned Media (Story Pitching, Industry Submissions); Paid Media (Digital, Print, Outdoor); Owned Media (Blogs, Social).
- Collaboration with neighboring CVBs/DMOs and Ventura County Coast, promoting tourism across our region.
- Trade Shows (Meetings/Leisure) & Events (Media/Industry); Tourism Board/Committee Involvement – allowing us to keep current with travel trends.



PR & PRINT

Stats from July 1, 2018 – April 20, 2019



Generated **50 stories** from Press Releases, generating **\$165,910** in approximate advertising equivalency. Featured in newspapers, radio, TV and online sites

Featured in over **37** advertising publications in the group and leisure markets

SOCIAL MEDIA & WEB

Stats from July 1, 2018 – April 20, 2019

VisitOxnard.com has had 287,181 sessions with 1,001,457 total page views.

We have a combined total of 47,924 followers on our social media sites.



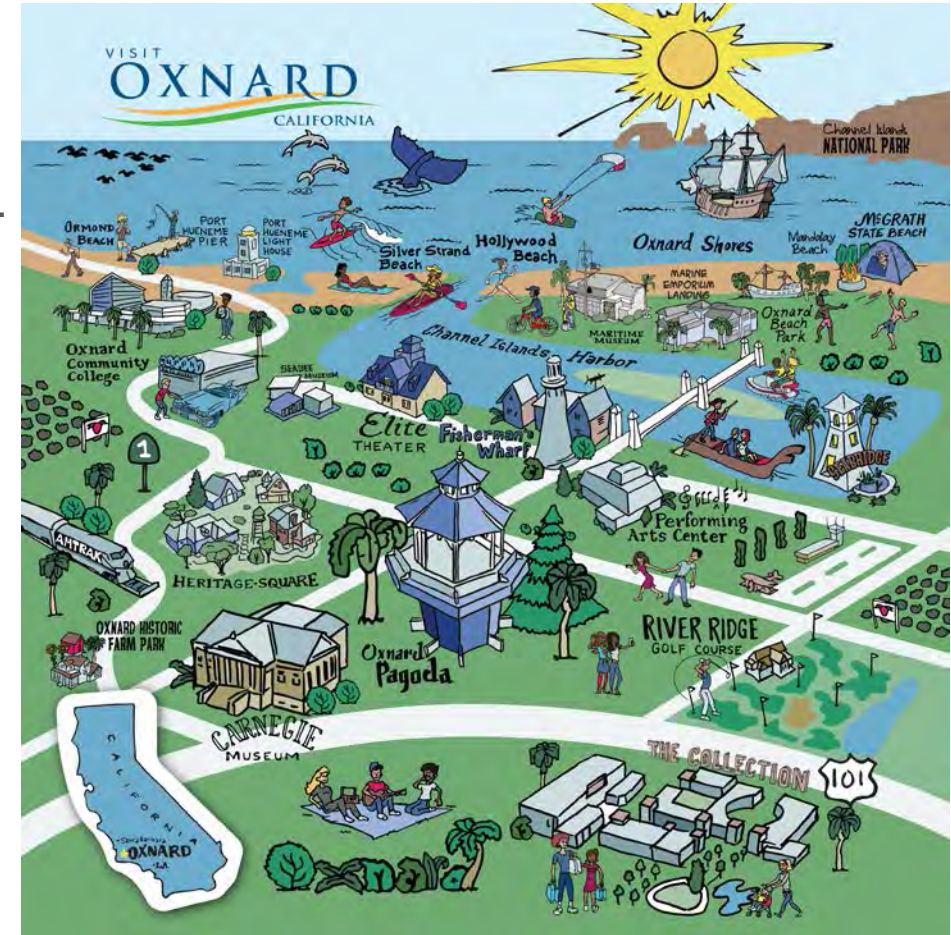
Our monthly e-newsletter is sent to 13,945 subscribers (increase of 8,595 since our last annual report).



ADDITIONAL MARKETING STREAMS

Stats from July 1, 2018 – April 20, 2019

- Trade Shows: Attended 10 group tradeshow & 4 leisure tradeshow, meeting thousands of potential meeting planners & visitors.
- Media Visits: Hosted 8 Press/Media visits and 5 Travel Influencers.
- Event Promotion: Promoted 453 events on our website for our partners, including *12 Days of Giveaways*, *Oxnard Restaurant Week*, and *Dallas Cowboys Training Camp*.
- Blogs/Newsletter: Authored 26 themed blog posts aligning with seasons, attractions, festivals and things to do in Oxnard.
- 2019 Oxnard Visitors Magazine: Strategically placed magazines in 444 locations across California, Arizona and Montana as well as 100 businesses in Oxnard and most hotel rooms in the City.
- Best of Oxnard brochures: Strategically placed brochures in 732 locations across California.

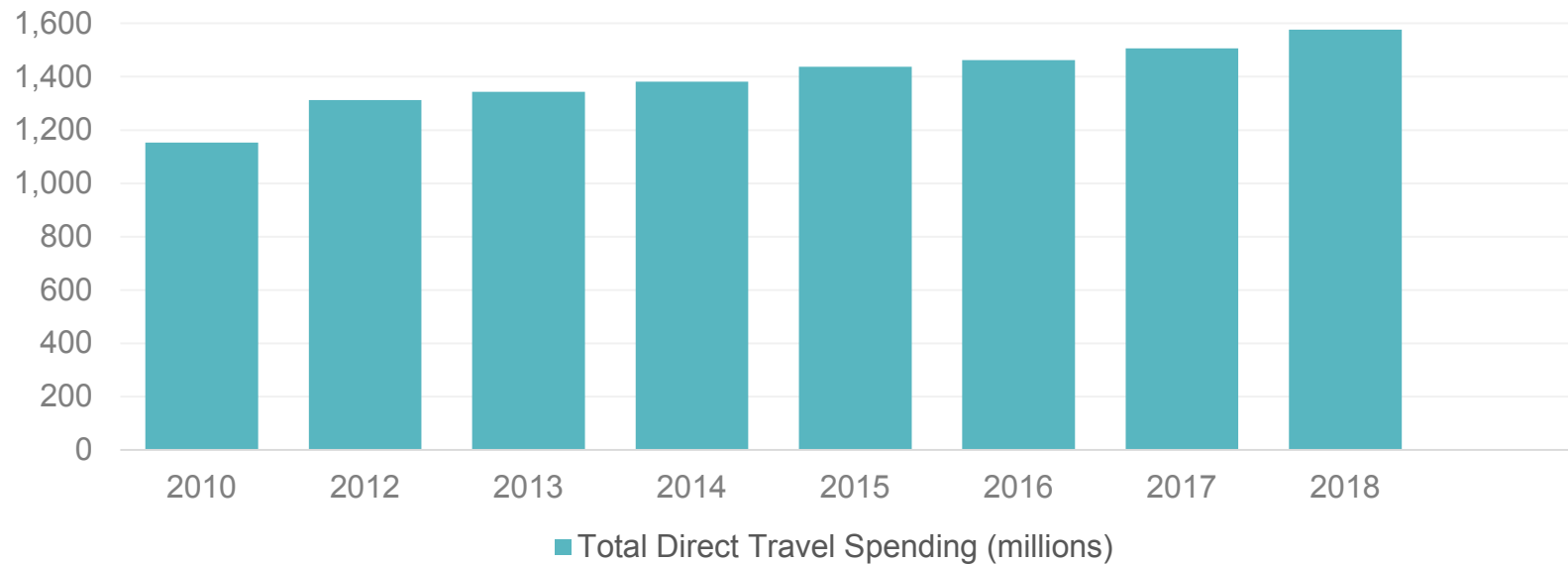


ECONOMIC IMPACT FROM TOURISM

It's in the Numbers

- In 2018 total direct travel spending was \$1.6 billion in Ventura County
- Travel industry supported over 17,360 jobs in Ventura County
- Travel spending in 2018 generated \$150.1 million in state & local tax revenue in Ventura County

Ventura County Travel Impacts



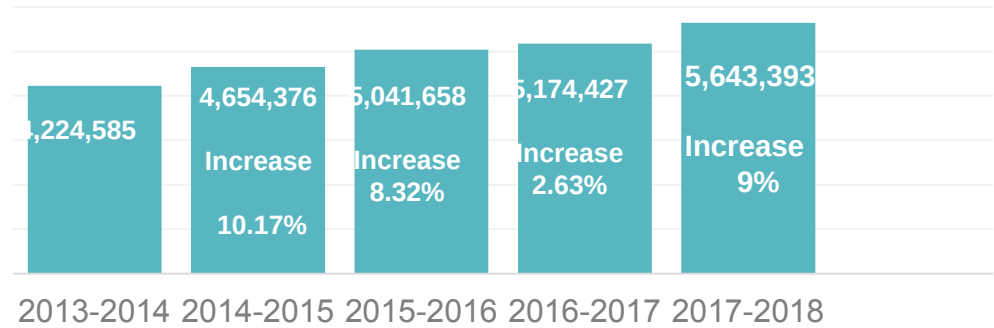
OXNARD STR Report for 2018

- YTD occupancy: 78.7%, up 2.8% over last year
- YTD ADR: \$152.40, the highest in Ventura County & up 5.8% over last year
- YTD RevPAR: \$119.10, the highest in Ventura County & up 9.4% over last year

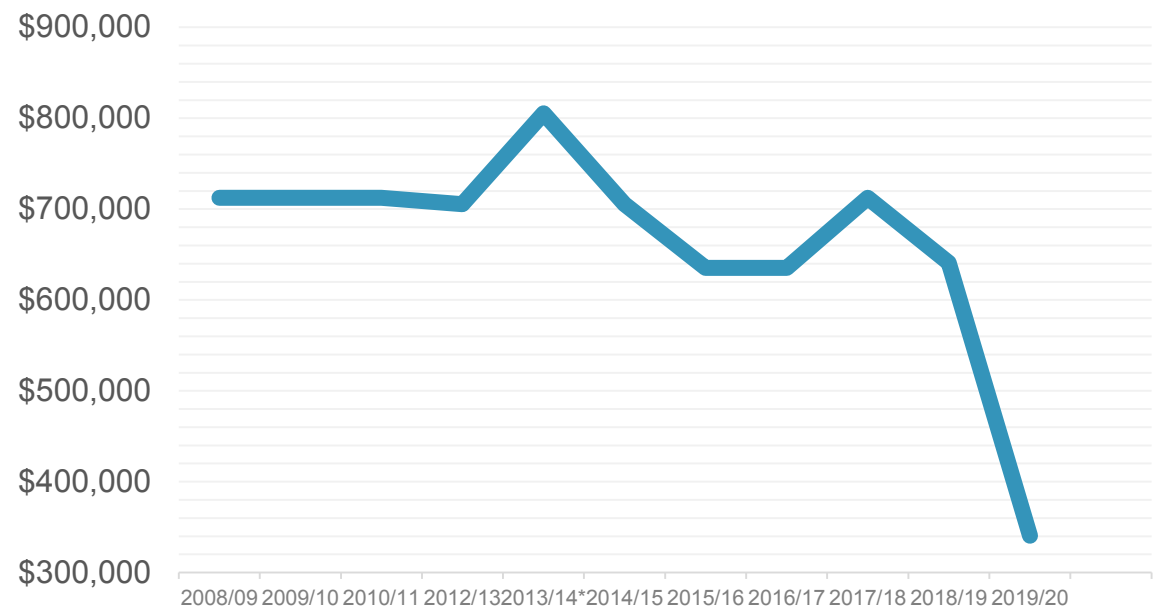
TOT & OCVB FUNDING

Oxnard Transient Occupancy Tax Totals

Oxnard Year End TOT Growth



City Funding to OCVB / 2008 - Present



2019/20 Request: \$340,624

**a 48% decrease with OTMD funding established
5-year term to align with OTMD assessment*

GOALS



Continue to Provide Connectivity Between Visitor Sectors

- Downtown Oxnard and Heritage Square
- The Collection – North Oxnard – River Ridge
- Channel Islands Harbor and Beaches

Gain City Support / Implement Long-Term Strategic Plan

- Secure stable and predictable funding that supports a long-term strategic plan;
- Maintain and develop the needed resources to achieve organizational goals;
- Ensure Oxnard remains a viable destination of interest in the highly competitive tourism market; and
- Evaluate, measure and report success!

On Behalf of the Oxnard Convention & Visitors Bureau

THANK YOU, OXNARD CITY COUNCIL MEMBERS!

Oxnard Convention & Visitors Bureau Five-Year Agreement 2019-2024

Housing & Economic Development Committee

By: Ashley Golden, Assistant City Manager

May 14, 2019

Background

Oxnard Convention & Visitors Bureau ("OCVB")

- Leads Oxnard's travel and tourism industry by promoting and marketing Oxnard as a premier travel destination
- 2018 year-end:
 - Average Daily Rate: \$152.40;
 - increase of 5.4% over last year
 - Average Occupancy Rate: 78.7%;
 - increase of 2.8% over last year
- This equates to an increase in Transient Occupancy Tax ("TOT")

Oxnard Tourism Marketing District

Oxnard Tourism Marketing District (“OTMD”) Formation

- Council approved the OTMD formation on March 5, 2019
- The OTMD creates a revenue source to help fund marketing and sales promotion efforts for Oxnard lodging businesses
 - Only the lodging businesses who pay the assessment may benefit from the marketing efforts
 - It is vital the City provide direct funding to OCBD to ensure Oxnard as a whole is promoted as a premier travel destination
- The OTMD has a five year term ending March 31, 2024

Five-Year Agreement (2019-2024)

O C V B Agreement

- The proposed agreement is for five years, consistent with the O T M D
 - The FY 2018-19 agreement was for one year for \$641,124
- Proposed agreement shall not exceed amount of:
 - \$340,624 in year one,
 - \$350,000 in year two,
 - \$300,000 in year three,
 - \$265,000 in year four, and
 - \$270,000 in year five

Five-Year Agreement (2019-2024)

O CVB Agreement Terms:

- O CVB will repay the City, on a dollar-for-dollar basis, the money they receive from April 2019 - June 2019 OTMD
 - The re-payments to the City will be received between January 2020 and June 2020
- Due to the limited OTMD funding, it is vital the City provide direct funding to O CVD to ensure Oxnard as a whole is promoted as a premier travel destination

Staff's Recommendation

- Staff recommends that the Housing and Economic Development Committee recommend City Council approval of the new five-year agreement between the City and OCVB for marketing activities.



QUESTIONS?



HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2.

DATE: May 14, 2019

TO: Housing and Economic Development Committee

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882,
jeffrey.lambert@oxnard.org

SUBJECT: 2013-2021 Mid-Cycle Housing Element 2018 Annual Progress Report. (5/10/15)

RECOMMENDATION

That the Housing and Economic Development Committee receive and file a report summarizing the 2018 Annual Progress Report (APR) filed with the Department of Housing and Community Development (HCD) on April 1, 2019.

BACKGROUND

Since 1969, California has required that all cities and counties adopt a housing element as part of their general plan guided by the eight-year Regional Housing Needs Assessment (RHNA) process with specific content requirements known collectively as “housing-element law.” HCD reviews each housing element to determine whether it complies with housing element law, leading to HCD certification. Once the housing element is certified, each jurisdiction is required to submit an Annual Progress Report (APR) on the progress in implementing their respective housing element goals, policies, and programs (Government Code Section 65400(2)). The APR tracks housing development by four income categories: very low, low, moderate, and above moderate. The APR must be submitted to HCD and the Governor’s Office of Planning and Research (OPR) by April 1 of each year covering the previous calendar year.

For Oxnard and Ventura County, the current RHNA housing element planning period is 2013 to 2021, the City’s 2013-2021 Mid-Cycle Housing Element (Housing Element) was adopted in October of 2017, and HCD certified the Oxnard Housing Element in January of 2018. The APR was electronically transmitted to HCD and OPR on Thursday, March 28, 2019 in compliance with the statutory deadline.

ANALYSIS

The APR has seven tables, summarized below:

Table A Housing Development Applications Submitted (in calendar 2018)

- 49 residential development applications filed.
- 37 of the 61 applications were for Accessory Dwelling Units (ADU).
- Residential development applications totaled 156 units:

4 very low
37 low (all ADU's)
115 above moderate

Table A-2 Entitled, Building Permit Issued, or Certificate of Occupancy by Affordability

- Development permitting/entitlements approved for 615 units:

36 very low
61 low
81 moderate
437 above moderate

- Building permit(s) issued for 427 units:

51 very low
230 low
146 above moderate

- Certificate of Occupancy issued for 165 units:

71 low
94 above moderate

Table C Sites Identified or Rezoned to Accommodate Shortfall Housing Need

- In 2018, no parcels were rezoned because capacity existed throughout the year for the remaining RHNA need.
- The APR and the Housing Element serve different but related purposes. The APR is an annual report of actual housing development activity by affordability level while the Housing Element identifies land zoned for possible development that, cumulatively, accommodates the remaining RHNA allocation after subtracting the APR actual development. The Community Development Department maintains a list of projects and possible development sites that do not appear in the APR because no applications, entitlements, permits, or certificates of occupancy were issued in 2018.
- Below is an update of the 2013-2021 Mid-Cycle Housing Element, Table F-1, documenting the additional and reallocated capacity to accommodate the RHNA. As shown in column H, the City has surplus capacity to meet all categories of the remaining 2013-2021 RHNA, after updating data through 2018. The City will continue to monitor AAHOP capacity and development and will revisit this data in early 2020 for the 2019 Annual Progress Report.

Table F-1 Comparison of Site Capacity and the Regional Housing Need Allocation (2018)

	A	B	C	D = B+C	E	F	G	H=E-F-G
Income Group	RHNA	Units Built 2014-2018	U/C or Approved Projects	Total Progress	Remaining RHNA	AAHOP Inventory Capacity/ Vacant Land	Projected ADU Capacity Thru 2021	Surplus over Remaining RHNA Need
	Table D-1	Table D-2	Table D-3		Table D-4	Table S2-1 and Table S2-2		
Extremely Low	1,688	131	40	171	1,517	1,773	150	148
Very Low								
Low	1,160	671	231	902	258			
Moderate	1,351	375	850	1,225	126	250**	--	124
Above Moderate		408						
Above Moderate DOF*	3,102	462	2076	2,946	156	500**	--	344
	7,301	2,047	3,197	5,244	2,057	1,773	150	616

* DOF Reports E-5 2013 to 2018 [calculate](#) to 462 additional units, assumed to be above moderate.

** Downtown Code project anticipates 1,100 units. Lower income units listed in AAHOP inventory.

Table D Housing Program Progress Report

- Attachment A is the report on the 31 Housing Element programs.

Table E Commercial Development Bonus Approved

- The City has no commercial development bonus program and did not approve any project that could be characterized to include a commercial development bonus.

Table F Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites

- No units were in this category.

2021-2029 REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) UPDATE

The Southern California Association of Governments (SCAG) is in the process of developing the sixth-cycle RHNA allocation plan for the period October 2021 through October 2029. The sixth-cycle RHNA is coordinated with the 2045 Regional Transportation Plan (RTP) and the Sustainable Communities Strategy (SCS), the state-mandated plan for reducing greenhouse gas emissions from cars and light trucks through integrated transportation, land use, housing and environmental planning. SCAG began the 2021-2029 RHNA process in 2018 by requesting its 192 cities and six counties to update and correct population, employment, and housing projections and a range of geographic databases (General Plan, zoning, 2016 land use, infill sites). Oxnard staff completed this work on schedule last year. SCAG intends to utilize this “Bottom-Up Local Input and Envisioning Process” in 2020 to explore local growth scenarios that collectively meet the yet-to-be-determined 2021-2029 SCAG RHNA target. Once SCAG adopts RHNA allocations for every city and county in late 2020, Oxnard has until October 2021 to adopt the 2021-2029 Housing Element. The City’s anticipated 2021-2029 housing allocation is anticipated to be provided on or around February 2020.

Currently, SCAG is developing a RHNA allocation methodology that incorporates local planning factors

identified by State law. Planning staff completed and submitted the planning factors survey to SCAG on April 30, 2019. The factors which staff provided input regarding and for which will impact our future RHNA numbers includes overcrowding, water availability, proximity to public transit stations, and agricultural land, to name a few factors. With consideration to these factors, it is likely that the City's 2021-2029 housing allocation will increase. Mayor Pro-Tem Ramirez is a RHNA methodology subcommittee member representing Ventura County.

STRATEGIC PRIORITIES

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

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

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

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

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

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

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

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

FINANCIAL IMPACT

Preparation and submission of the APR is required by State law. The State does not directly compensate the City for staff and consultant costs. Timely filing of the APR continues to qualify the City for a range of State grants and programs for which compliance with housing element law is a requirement.

Prepared by: Chris Williamson, Contract Planner

ATTACHMENTS

1. Attachment A 2018 Annual Progress Report Table D
2. Attachment B Housing Element Program Letter
3. Housing Element HEDC Presentation 05.14.19

2018 Annual Progress Report 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 2018. In 2018, the Code Compliance Division had a staff of eight field officers and one manager who carried an average of 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 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 2018, the Housing Department assisted six lower-income families with rehabilitation loans: two loans with low-income families, one loan with a very low-income family, and three loans with extremely low income families. The average loan was for \$32,165 and the total of the six loans was \$192,987. All of the loans were funded with CDBG funds. While an estimate of 50 annual home repair loans may have been an appropriate estimate at the time the original goal was set, a more appropriate annual target should be 6 to 10 loans given available resources, the average home repair loan amount, and applications received. The Housing Department will work with the Code Compliance staff to inform homeowners of the repair program and will continue to market the program to assist in increasing the number of eligible homeowners throughout the City that participate in the program.
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 to be completed by 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). During 2018, staff reviewed Accessory Dwelling Units (ADU) permitting activity as an alternative source of lower income units to satisfy the remaining RHNA need. A total of 53 ADU permit applications were filed in 2017 and 2018 of which 40 are permitted and/or under construction and the remainder are being ministerially processed. Based on the ADU permits filed and

			continued strong public interest, the Planning Manager expects to be able to ministerially approved 50 affordable ADUs per year for the remainder of 2019, 2020, and 2021 for a total of 253 ADUs. These units are able to be counted towards the remaining RHNA lower income unit need. With the Program 3 lower income need of 264 units now being met by ADUs and additional rental units having been provided by other projects based on their advertised rental rates, there is no need to identify additional AAHOP sites under Program 3. Program 3 also noted that the citywide General Plan Consistency Re-Zoning program could be opportunity to rezone several AAHOP sites, but was not a requirement of Program 3. The consistency rezoning program is in progress and expected to be completed by the end of 2019.
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 2018. During 2018, 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	Program 5 is an ongoing program with a 2019 objective to review the program effectiveness. During 2018, 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

		leads to funding for site assembly.	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. During 2018, Planning prepared a zone text amendment to update Accessory Dwelling Unit (ADU) regulations to be consistent with additional State ADU legislation that was adopted in 2017 and became effective January 1, 2018. This second ADU zone text amendment includes the following: clarification that passageways cannot be used to connect an ADU to the primary unit; clarification that an ADU will have separate bath, full kitchen facilities, and a separate or combined living area, and sleeping areas; added text regarding utility connection fees consistent with State Law, a added text that the ADU has a separate primary entrance; reduction in the minimum ADU floor area to 220 gsf., added text to allow the ADU floor area to be determined by the total primary unit floor area that includes a concurrent primary unit floor area addition, added text regarding parking consistent with State Law, clarification that fire safety access could be a sufficient reason to increase an otherwise allowed ADU minimum setback requirement, added text that an ADU is allowed in the CBD and C-2 zones with a special use permit and that the CBD zone is subject to possible Downtown Development Code amendments, and added a discretionary review process for larger properties with a relatively small existing primary dwelling unit that allows for development of a new primary unit and re-designation of the existing unit as the ADU. In 2018, the Planning Division prepared drafts of several sections for the Chapter 17 Coastal Zoning Code update as part of the Local Coastal Program (LCP) comprehensive update. The LCP update is

			taking longer than anticipated. The LCP Update objective is to fully draft the LCP policies that are the basis of a Coastal Zoning update.
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. During 2018, Community Development filled a newly created position, Permit Coordinator, to assist in the building permit process, and the Planning Division filled two vacant positions and was fully staffed by the end of 2018. During 2018, three AAHOP projects were entitled for a total of 91 lower income units (Cypress Gardens Special Needs [30 units], 2161 Etting Road Cabrillo Farmworker Housing [42], and 234 Johnson Rd [19]). Two AAHOP projects were approved by the Development Services Director while one project with a State Density Bonus had to go to Planning Commission for approval. There were no projects involving manufactured housing in 2018 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 has a completion target year of 2019. 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	Initiate historic evaluation of the Camp Vanessa camp and prepare	Program 9 has an intermediate completion target year of 2019 and then remains ongoing. As documented in the 2013-2021 Mid-Cycle Housing Element, several

	(farmworker) Housing. At least three projects to be at least in pre-development planning with a qualified nonprofit developer.	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.	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 and a remodel of the Garden City Labor Camp were approved in 2018. The labor camp facility has many upgrades that greatly improve the quality of life, address security concerns, and extends the life of the facility used by H2A visa guest workers. 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 accept a ministerial application for an extensive remodel (formally filed in 2019) that will extend 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.
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	Program 10 has intermediate completion target year of 2017 and 2018 and then remains ongoing. In 2016, Community Development prepared a draft ordinance to codify the Inclusionary Housing Program ordinance into the Zoning Code. Staff expects to present the ordinance for adoption when the in-lieu fee analysis is completed in 2019. During 2018, the development of five affordable units were funded with funds collected from inclusionary housing in-lieu fees. Two units

			were rental units in a 40-unit 100% affordable rental development to house veterans. This development was under construction in 2018 and is scheduled to be completed in 2019. Three of the units were single-family homes in a 100% affordable homeownership development that included a total of 6 single-family homes that were completed and sold to income-qualified families in 2018. In an effort to increase the number of affordable units developed with in-lieu fees, the City is currently in the process of conducting a study to increase the amount of in-lieu fees collected from residential housing developers. The City's current in-lieu fee is greatly below that of other jurisdictions and insufficient to develop and meet the City's affordable housing needs. In 2018, 5 on-site inclusionary affordable units were provided in 2 development projects. These units are being counted towards the City's RHNA target. The 2013-2021 Mid-Cycle Housing Element does not include any inclusionary units towards meeting the RHNA target until the projects are approved and have an inclusionary condition of approval.
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 2018, Oxnard provided homeownership assistance funded by HOME, CalHome, BEGIN, in-lieu fees, and CDBG. A total of 19 households were assisted with a total of \$805,591 in funding. The average loan was for \$42,400. In addition, the Housing Authority conducts a Family Self-Sufficiency (FSS) program to help families save money for a home or other special needs. In 2018, one public housing FSS family transitioned to homeownership. While homeownership assistance averaged at least 40 households a year between 2014-2016, the elimination of HERO homeownership assistance funding (former

			redevelopment agency funding through the City's Community Development Commission (CDC)) and a lack of sufficient available affordable housing in the local real estate market for low-income families has resulted in a reduced number of first time homebuyer loans issued. Given current and available resources, a more realistic annual target may be 16 to 20 annual households assisted.
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 is continuing to work with the Ventura County Consortium. During 2018, 15 Oxnard residents received MCC, as reported by the Ventura County Consortium, exceeding the City's goal of 6 MCCs issued to Oxnard residents.
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 2018. During 2018, no applications were filed for AHSC funding. Community Development will continue to evaluate projects for AHSC applications. The challenge is showing significant Greenhouse Gas (GHG) reductions to score well against other AHSC applications and the costs of preparing the applications.
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.	Program 14 has an intermediate completion target year of 2019, and then remains ongoing. Per information included in the certified 2013-2021 Mid-Cycle Housing Element, the City has completed SB2-related Zone Code updates. During 2018, the Commission on Homelessness was kept abreast of developments towards meeting this objective at their monthly meetings. The Community Development and Housing Departments are working on a partnership with the City of Ventura and the County of Ventura to develop year-round shelters in both jurisdictions, along with contracting with Mercy Housing to operate the permanent

			shelter. The operation of the permanent year-round shelter is scheduled for December 2019.
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 2018. During 2018, Homeless Services implemented and assisted the adults with children shelter at Gabriel's House with 45 persons a night. The winter warming shelter met its goal of serving 700+ unduplicated persons annually. (Note that there is a correction to the goal listed, the intent was to set a goal of assisting at least 700 persons annually not average 700 persons per night). Homeless Services continues to assist Grants Management and the Oxnard Housing Authority with CDBG, ESG and HUD-VASH. Currently, staff is facilitating \$249,000 in CDBG funds for design and remodeling at Gabriel's House, utilizing \$200,000 for emergency shelter assistance, providing ESG sub-recipients with monitoring and technical assistance and awaits the placement of HUD-VASH recipients for the Ormond Beach Project. Homeless Services has also developed 1.5 million dollars 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 2018. As documented in the 2013-2021 Mid-Cycle Housing Element, Section B-7, there are no assisted units at-risk within the current planning period. Community Development will continue to monitor assisted units, and if any become at risk, work with property owners to develop a strategy to maintaining their affordability.
Program 17: Fostering Self-Sufficiency	Support community-based organizations to assist a minimum of 90 households annually, with	Annually and ongoing. 2017, 2018, 2019, 2020-2021	Program 17 is an ongoing program with an annual objective of assisting 90 households.

	Oxnard residents compromising a minimum of 80 percent of those assisted, with a program goal of 100 percent.		During 2018, the goal of assisting a minimum of 90 families was met. Forty (40) Public Housing and 42 Section 8 low-income families participated in the Family Self-Sufficiency program. Of these families, three public housing and four Section 8 families graduated from the FSS program. One FSS family purchased a home and three FSS families (1 Section 8 and 2 public housing families) transitioned out of subsidized housing. For the reporting period 03/23/17-03/23/18, there were 400 individuals enrolled in various programs facilitated by the ROSS Services Coordinator. Ross programs include participation in employment training/mentoring programs, tutoring programs, GED attainment programs, job retention activities, and basic office skill workshops. All of these programs will complement a family's goal of moving out of assisted housing. However; there are often other factors that affect a family's ability to transition.
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 2018. On average 1,586 vouchers were in use in 2018 which does not include project based vouchers issued for the Las Cortes Project which was fully leased in 2019. The housing wait list was not opened in 2018, but was officially opened in 2019 01/15/19 at 9:00 a.m. As of 02/11/19, approximately 3,900 applications were received. During 2018, Housing Authority staff encouraged all landlords to register their available units/properties on the "Go Section 8" website/portal which can help landlords to market their units at no cost. In addition, Section 8 staff educated potential landlords on the benefits of accepting the Section 8 program. Services offered to Section 8 landlords included the recently activated landlord on-line web-portal which offers the convenience of access to the ledgers and inspections for units that are currently rented to Section 8 program participants. The payment standard was increased/decreased on an annual basis when the Fair Market Rents were revised/published by HUD. The total number of Housing Choice Vouchers that were

			available in 2018 was 1,825.
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 ongoing program with no specific objective for 2018. During 2018, 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 2018 the goal of 320 client contacts was met. There were at least 333 contacts (143 client households, about 160 paper distributions, 26 attendees at training sessions, and an unknown number of website contacts for Oxnard residents).
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 2018. During 2018, Community Development 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 2018 APR was filed on the April 1, 2019 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 2018, 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 four 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. During 2018, a web-platform was established to open a waitlist exclusively for homeless applicants when needed. At this time all applicants are given an opportunity to apply to the waitlists. The application allows for someone to indicate if they are homeless. Currently OHA has a total of 15 vouchers set -aside for homeless applicants referred to OHA. No new families have been admitted to the program due to lack of funding for the past two calendar years. There are eight vouchers available/remaining. The City of Oxnard Housing Authority partnered with the Housing Authority of the City of San Buenaventura and Area Housing Authority of the County of Ventura to apply for the Mainstream Voucher funding opportunity which targets non-elderly persons with disabilities transitioning out of institutional settings and at risk of becoming homeless. The grant was approved. In 2018, Homeless Services successfully worked with the City of Ventura and the County of Ventura to establish funding for a permanent year-round shelter and to establish a temporary emergency shelter in Oxnard. Homeless Services was able to develop 3.2 million dollars for sheltering and received \$360,000 directly from the two other jurisdictions for the emergency shelter operation. Homeless Services also worked with the architectural firm Lauterbach

			and Associates on a \$100,000 CDBG contract for ADA improvements to the Gabriel's House Family transition center. No other funding was identified in 2018 to assist in addressing housing needs for special groups.
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 2018. As of 2019, 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 had 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 remains in a 'hold' status as the Oxnard School District completes its acquisition of a portion of the site for a Middle School. The TSCP Draft EIR was circulated in early 2016 and the entitlement action is expected to begin again in 2019 after the EIR is updated. 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 file an annexation for an 11 acre surplus school site that included 182 condominium housing units and 19 affordable units required by the City's inclusionary ordinance. The application remains in progress.
Program 26: AAHOP	Ensure the AAHOP does not	Update AAHOP site list	Program 26 requires an annual review from 2017 through 2021.

Monitoring Program	constrain the development of affordable housing.	and map annually; continue to refine the AAHOP program annually and as needed. 2017, 2018, 2019, 2020-2021	During 2018, 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. As stated in Program 3 above, three AAHOP projects were entitled in 2018 for a total of 91 lower income units (Cypress Gardens Special Needs [30 units], 2161 Etting Road Cabrillo Farmworker Housing [42], and 234 Johnson Rd [19]). A previously-approved AAHOP project, Gateway Apartments, is nearing completion with 240 affordable units. Community Development has determined that the City has surplus capacity to meet all categories of the remaining 2013-2021 RHNA. With the Program 3 previously-identified lower income need now being met by ADUs and other projects, there is no need to identify additional AAHOP sites or modify the program.
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 2018. During 2018, there were no changes to this program. Community Development continued to encourage and developments to add additional bedrooms. However, developers are saying 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 2018. During 2018, there were no changes to this program. The City continues to encourage the development of housing suitable for extremely low-income households (i.e., single-room occupancy units, transitional housing). The AAHOP Cypress Gardens project, approved in 2018, included 30 single and one-bedroom units for special needs residents who are likely to be extremely low income.
Program 29: Review of	Continue to review alternative	Amend parking	Program 29 is an ongoing program with a reporting requirement every

Parking Standards	parking requirements in all zoning districts.	requirements by 2017 and monitor and report every 2 years. 2017, 2019	two years. The next required report is in 2019. 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 parking, 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 with reduced parking requirements for residential uses in the downtown and reductions for studio and one-bedroom apartments. The City did not establish a fixed parking requirement 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 2020.
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 2018. During 2018, 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.
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 due for 2018. During 2018, the City retained consultants to prepare a form-based zoning code for the Central Business District as part of an enhanced effort to generate housing and commercial development in and around the downtown area. As part of the planning process, several City-owned and/or Successor Agency parcels in the downtown were identified for consolidation and development. In 2018, a RFP was issued for concept proposals but the responses were not fully in line with the City's vision. The program continues into 2019 with the planned adoption of the new Downtown Code.

Development Services Department

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April 4, 2019

Jennifer Seeger, Assistant Deputy Director
Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833

RE : 2013-2021 Mid-Cycle Housing Element 2018 Progress Report

Dear Deputy Director Seeger:

The City of Oxnard adopted its 2013-2021 Mid-Cycle Housing Element on October 10, 2017 (Resolution 15,060) which was 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." This letter is the first annual progress update and status of each of these five programs for the year 2018 in compliance with the January 11, 2018 conditional certification letter. The City has filed the 2018 Annual Progress Report (APR) which, as you are aware, reports on all programs and housing development activity.

For each of the HCD certification letter-required program updates below, Housing Element program text is provided in italics followed by the implementation status.

Program 3 - All-Affordable Housing Opportunity Program (AAHOP)

The text below is the relevant Program 3 section from Table G-2, Housing Element Implementation Programs:

The AAHOP sites added to the AAHOP list in December 2016 will be rezoned during the City's 2030 General Plan consistency rezoning program initiated in 2017. Additional AAHOP rezonings will occur as part of the comprehensive 2030 General Plan consistency rezoning program to address the need for a minimum of 264 additional higher density units (11 acres) to facilitate the development of housing for lower income households. Additional AAHOP rezoning may also occur as opportunities arise during the remainder of the housing element planning period. The consistency rezoning will be completed by 2018.

At the time of preparing and adopting the 2013-2021 Mid-Cycle Housing Element in late 2017, Program 3 anticipated an increase in All Affordable Housing Opportunity Program (AAHOP)

sites and their potential affordable units to meet the remaining unmet Regional Housing Needs Allocation (RHNA) for lower income units. Program 3 also noted that the citywide General Plan Consistency Re-Zoning program would be completed by the end of 2018. These two Program 3 components are addressed below:

Need for Additional AAHOP Rezoning?

Accessory Dwelling Units

Based on affordable housing production, permitting, and planning in late 2017, Program 3 included a need to identify sites to accommodate 264 lower income units, or about 11 acres at the AAHOP default density of 24 units per acre. To address this shortfall and review progress in meeting all RHNA income category targets, the City reviewed Accessory Dwelling Units (ADU) permitting activity as another source of lower income units. A total of 53 ADU permit applications were filed in 2017 and 2018 of which 40 are permitted and/or under construction and the remainder were in process, as of December 31, 2018. Based on ADU permits filed and strong public interest, the Planning Manager expects to approve 50 affordable ADUs per year for the remainder 2019, 2020, and 2021 for a total of 253 ADUs by the end of the Housing Element planning period. These units are able to count towards the remaining RHNA lower income unit need. Oxnard City Code (OCC) Section 16-467(K) states, “*Before a certificate of occupancy is issued for the accessory dwelling unit, an agreement affecting real property shall be recorded against the property that imposed specific restrictions on the property including: occupancy by owner of the property, the accessory unit not being for sale separate from the primary residence, and limits on rental amounts. The language of the agreement affecting real property shall be approved by the city prior to its recordation.*” With this codified requirement and the documented ADU permitting track record, the remaining need for 264 lower income units identified in Program 3 is nearly met by just ADU units.

Lower Income Units in New Apartments

Wagon Wheel (WW) Junction is a completed 219-unit apartment unit project within the Wagon Wheel (i.e., “The Village”) Specific Plan and currently being advertised at rents affordable to lower and moderate-income households (<https://www.thejunctionatwagonwheel.com/>). Based on the posted rents and Ventura County’s median household incomes, the City assumes that about half of the Wagon Wheel Junction apartment units will remain affordable through at least 2021 and be occupied by lower-income households, and the remaining units occupied by moderate-income households. Based on the data in Tables 1a and 1b, below, this is a very conservative approach. Tables 1a and 1b, below, provide the affordability assumptions for the WW Junction apartments:

Table 1a – Affordable Rents for 3- and 4- Person Households

HCD 2018 Income	3-Person	Affordable Rent	4-Person	Affordable Rent
-----------------	----------	-----------------	----------	-----------------

Level	Annual Income		Annual Income	
Very Low	\$45,650	\$1,141	\$50,700	\$1,268
Low	\$73,000	\$1,825	\$81,100	\$2,028
Moderate	\$103,700	\$2,593	\$115,200	\$2,880

Table 1b – Affordable Rents Compared to Wagon Wheel Rental Prices

HCD 2018 Income Level	3-Person Affordable Rents	4-Person Affordable Rents	Wagon Wheel Junction Rents	Affordable?
Very Low	\$1,141	\$1,268	\$1,800 – \$2,000	No
Low	\$1,825	\$2,028	\$1,800 – \$2,000	Yes
Moderate	\$2,593	\$2,880	\$1,800 – \$2,000	Yes

Above Moderate Units

To accommodate the remaining above moderate-income housing need, the City has updated the vacant parcel list for above market units. The Downtown Code project is scheduled for adoption in 2019 and replace the Central Business District zoning in its entirety with the intent to develop 1,100 units in the downtown where the zoning allows 39 units per acre. Lower income units are assumed to be located on the existing AAHOP sites in the downtown leaving about 750 units as moderate and above moderate. For planning purposes, 250 are foreseen as moderate and 500 as above moderate income units.

Revising Remaining RHNA Need

Below, is an update of Table F-1 in the 2013-2021 Mid-Cycle Housing Element documenting the additional and reallocated capacity to accommodate the RHNA need for all income levels identified in the 2013-2021 Mid-Cycle Housing Element. As shown in column H, the City has surplus capacity to meet all categories of the remaining 2013-2021 RHNA. With the Program 3 previously-identified lower income need of 264 units now being met by ADUs and other projects, there is no need to identify additional AAHOP sites under Program 3. However, per Program 26, “AAHOP Monitoring,” the City will continue to monitor AAHOP site capacity and development and will update these data in early 2020 for the 2019 Annual Progress Report.

Table F-1 Comparison of Site Capacity and the Regional Housing Need Allocation (2018)

	A	B	C	D = B+C	E	F	G	H=E-F-G
Income Group	RHNA	Units Built 2014-2018	U/C or Approved Projects	Total Progress	Remaining RHNA	AAHOP Inventory Capacity/ Vacant Land	Projected ADU Capacity Thru 2021	Surplus over Remaining RHNA Need
	Table D-1	Table D-2	Table D-3		Table D-4	Table S2-1 and Table S2-2		
Extremely Low	1,688	131	40	171	1,517	1,773	150	148
Very Low								
Low	1,160	671	231	902	258			
Moderate	1,351	375	850	1,225	126	250**	--	124
Above Moderate	3,102	408	2076	2,946	156	500**	--	344
Above Moderate DOF*		462						
	7,301	2,047	3,197	5,244	2,057	1,773	150	616

* DOF Reports E-5 2013 to 2018 calculate to 462 additional units, assumed to be above moderate.

** Downtown Code project anticipates 1,100 units. Lower income units listed in AAHOP inventory.

Program 6 - Zoning Code Amendments

The text below is the relevant Program 6 section from Table G-2, Housing Element Implementation Programs:

The City adopted updates to the OCC “Second Unit” now ADU zoning code in December 2016 to comply with state law and implement this program. Development Services Department staff will meet with local developers and homeowners and review ADU development standards and guidelines and initiate several ‘clean up’ and clarification amendments in 2017. Beginning in 2018, staff will research and evaluate the feasibility of additional modifications to ADU standards to allow larger ADU’s proportional to the available space on a parcel. Staff will continue to evaluate Zoning Text Amendments to evaluate potential barriers to zoning regulations which impact the construction of affordable housing.

Accessory Dwelling Unit Ordinance

To comply with changes to state law regarding ADUs in 2016 and 2017 and address comments from the Planning Commission, City Council, and the public the following revisions are in progress to OCC Sections 16-10, “Definitions,” and 16-465, “Accessory Dwelling Units.”

Section 16-10 “Definitions”

The definitions of Accessory Dwelling Unit and Tandem Parking Space were revised and a definition for Efficiency Dwelling Unit was added.

Sections 16-465 to 469.6 “Accessory Dwelling Unit”

The following changes are in progress with a zone text amendment that had its Planning Commission hearing on February 7, 2019 and is scheduled for City Council action on March 19, 2019:

- Clarification that an ADU may be concurrently proposed with the primary unit.
- Clarification that passageways cannot be used to connect an ADU to the primary unit.
- Clarifies that an ADU will have separate bath, full kitchen facilities, and a separate or combined living area, and sleeping areas.
- Text added regarding utility connection fees consistent with State Law.
- Requirement added that the ADU has a separate primary entrance.
- Reduce the minimum ADU floor area to 220 gsf. (Recommended to City Council but not yet adopted)
- Text added to allow the ADU floor area to be determined by the total primary unit floor area that includes a concurrent primary unit floor area addition.
- Text added regarding parking consistent with State Law.
- Clarify that fire safety access could be a sufficient reason to increase an otherwise allowed ADU minimum setback requirement.
- Added a reference that an ADU in the CBD zone is subject to possible Downtown Development Code amendments to the CBD zone.
- Added a discretionary review process for larger properties with a relatively small existing primary dwelling unit that allows for development of a new primary unit and re-designation of the smaller existing unit as the ADU, set the minimum qualifying property size.

Program 25: Annexation

The text below is the relevant Program 25 section from Table G-2, Housing Element Implementation Programs regarding annexation and development of the Teal Club Specific Plan:

If the Teal Club Specific Plan and its annexations are not approved by City Council by 2018, in 2019 the City will pursue other options to meet the remaining RHNA need, as applicable at that time.

As shown in the Program 6 section above and revised Table F-1, the Teal Club Specific Plan affordable units are not needed to meet the remaining RHNA and are not included in Table F-1.

Program 26 - AAHOP Monitoring Program

The text below is the relevant Program 26 section from Table G-2, Housing Element Implementation Programs:

In an ongoing effort to encourage the development of housing for lower-income households and to ensure the AAHOP does not constrain the development of affordable housing, the City will annually monitor the effectiveness of the AH additive zone including the following:

review the feasibility of the 100 percent affordability requirement and ensure consistency with the intended use of the program.

Based on the outcome of the review, the City will revise the program as necessary. The City will also maintain a list and map of AAHOP sites, updating it annually or in conjunction with project entitlements that remove AAHOP sites from the inventory and reduce the available opportunities below the remaining RHNA target.

As of December 2018, four AAHOP projects are approved and/or under construction totaling 331 units (see table below). The AAHOP inventory, in combination with actual and projected ADU development, continues to provide more than the remaining lower income RHNA need for the 2013-2021 Mid-Cycle Housing Element.

Approved AAHOP Projects in Oxnard (as of December, 2018)

AAHOP Project	Unit Affordability	Units
Site A-04 – Gateway Apartments	Very low: 24 Low: 213 Moderate: 3	240
Site A-07 – Etting Road	Very Low: 24 Low: 20 Moderate: 1	42
Site B-09 – 234 Johnson Rd	Low: 19	19
Site B-11 – 5690 Cypress Rd	Very Low: 15 Low: 15	30

Program 29: Review of Parking Standards

The text below is the relevant Program 29 section from Table G-2, Housing Element Implementation Programs, with implementation status notes added below each section in ***bold***.

The City will continue to allow reduced parking requirements for senior and affordable housing projects as well as pursue the following revisions to the City's parking standards to more easily accommodate higher densities on multifamily and mixed-use sites in all zoning districts. Further study of these revisions will be conducted before changes to the Zoning Code are made.

Reductions in the number of spaces required for affordable or senior housing projects, if it can be demonstrated that the expected tenants will own fewer cars than the regular standards anticipate, or if spaces will not be "pre-assigned" to specific units in the project.

Status: Approved parking studies may establish lower-than-City-code requirements.

Allowances for some of the spaces to be tandem or uncovered, provided that none of the spaces extend into the front yard setback.

Status: Tandem parking is allowed for multi-family projects with 10 or more units, as a 10 unit project triggers the City’s 10% inclusionary requirement which qualifies the project for the State 20% density bonus and reduced, tandem, and non-garage parking.

Standards for “shared parking” when uses with different peaking characteristics (such as offices and apartments) are combined in a single structure.

Status: Approved parking studies may establish lower-than-City-code requirements.

Reductions to the space requirements for studio and one-bedroom apartments (presently 2 spaces per unit).

Status: OCC 16-622(F) already lists one space per studio and one-bedroom units.

Review of off-street covered parking requirements, including garage requirements for second units.

Status: An ADU does not require a garage, even if the ADU is a converted garage.

When parking studies are required for congregate living facilities, community care facilities and small residential care facilities for disabled persons, the City will conduct the study with the goal of encouraging these uses and monitoring any constraints to allowing resulting from the parking study and resulting requirements. 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.

Status: Ongoing. Staff is currently reviewing the downtown parking requirements as a component of a comprehensive revision of Central Business District zoning.

By 2018, the City will establish fixed parking requirements for congregate living facilities, community care facilities and small residential care facilities for disabled persons so that a parking studies are no longer needed or required for these uses. By 2018 the City will also make revisions to parking requirements to remove constraints based on the issues studied, as described above.

Status: Ongoing. Anticipated in 2019.

As part of the research into Program 9, Farmworker Housing, the City may consider revising parking requirements for the range of farmworker housing uses that may be defined by the program, leading to zoning code amendments in late 2017 or early 2018.

Status: Completed in 2017 along with the adoption of the Mid-Cycle Housing Element: 1 space for every two farmworkers, up to 4 employee spaces, or as determined by a parking study.

In addition, the City should 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 will also evaluate the associated costs with the current parking requirements to ensure they are not a constraint on development.

Status: No action to date, included in work plan for 2019.

In addition, under Government Code 65915(p), any project that is eligible for a density bonus is entitled to use the alternative parking standards set forth in the statute, regardless of whether the applicant applies for a density bonus. The applicant has to request that the City apply the statutory parking standards.

Status: State Density Bonus parking standards are routinely requested and authorized for eligible multifamily projects.

City staff is available for any questions you may have regarding the report. Please contact the Planning Manager, Kathleen Mallory, at (805) 385-7878.

Sincerely yours,

Jeffrey Lambert, AICP
Community Development Director

ATTACHMENT A

Table D-2 Units Built in Oxnard

Project Name	Extremely Low/	Low	Moderate	Above Moderate	Total
	Very Low	(Low)	(Mod)		
	(EL/VL) ¹				
1131 Capri Way #50				1	1
124 S B St #40				2	2
316 S D ST #37				2	2
5000 Catamaran #15				2	2
701 Mandalay Rd #39				1	1
855 Mandalay Rd SFD (Coastal)	0	0	0	1	1
Accessory Dwelling Units (2017 and 2018)		53			53
Charles Street	0	0	0	4	4
Colonial House	3	20	21	0	44
Daly Dansk PV Rd Apartments (AAHOP B-08) #46	15	0	86	0	101
First and Hayes Habitat for Humanity	3	3	0	0	6
Gateway Apartments (AAHOP A-04) #43	24	213	3	0	240
Oneida Court	0	0	0	4	4
Pacifica Senior Living (former Grandstay Hotel)	0	0	0	80	80
River Park: Tempo Apartments	0	0	0	235	235
River Park: The Axis (Sienna)	0	0	0	91	91
River Park: The District	0	0	0	25	25
River Park: The District (Morning View)	0	0	0	88	88
River Park: Westerly II	0	0	0	14	14
Riverpark: Sonata Apartments	0	52	0	0	52
Seabridge N. Marina Flats (Coastal Zone)	0	0	0	42	42
Seabridge Port 121 Phase II (Coastal Zone)	0	0	0	75	75
Single-family homes	0	0	0	5	5
Statham & Channel Islands Apts. #41	0	6	0	66	72
Terraza de Las Cortes (Housing Authority)	7	56	1	0	64
The Lofts Affordable Apartments #51	115	0	0	0	115
Ventura/Vineyard Homes #36	0	0	0	152	152
Victoria/Hemlock #54	0	0	0	116	116
Vista Pacifica 5527/5557 Savjers Road #48	0	39	1	0	40
Vista Urbana	0	0	110	46	156
WW Junction 14-200-01 #49	0	105	114		219
TOTAL through December 31, 2018	167	547	336	1052	2102

Table D-3 Residential Units Under Construction Application or Approved					
Project Name	Extremely Low/	Low	Moderate	Above	Total
	Very Low	(Low)	(Mod)	Moderate	
1011-2015 Dunes Duplex	0	0	0	2	2
1021 Mandalay SFD (Coastal)	0	0	0	1	1
1030 Dunes #18				2	2
1125 Capri Way #13				1	1
116 McKinley SFD	0	0	0	1	1
130-138 N H Street #3		3		10	13
161 Garfield Ave SFD	0	0	4	0	4
214 S Juanita #8				1	1
2310 Saviers Rd				1	1
234 Johnson Rd #38		19			19
4830 Terrace Ave apartments	0	0	3	0	3
5202 Outrigger				1	1
5202 Outrigger #2				1	1
5489 Savier Rd (JBGR LLC) #23	0	4	0	16	20
600 Cooper Rd Mixed Use	0	0	2	0	2
703 Mandalay Rd SFD (Coastal) #35	0	0	0	1	1
711 Mandalay Rd				1	1
861 Dunes				2	2
901 Cheyenne Way SFD	0	0	0	3	3
935 Mandalay Rd SFD	0	0	0	1	1
Albany Road #25				3	3
Anacapa Townhomes (Coastal Zone) #53	0	0	0	52	52
Billboard 8th and A lofts #20	0	4	0	22	26
C- Street Apartments #1		1		20	21
Daly Dansk PV Rd Seniors (AAHOP B-08) #47	0	0	0	70	70
Doris 7				7	7
Dunes Marlow #52			7	57	64
Etting Rd Cabrillo Farmworker (AAHOP A-07)	21	20	1	0	42
F Street Condos #19				40	40
Garcia property	0	0	0	1	1
Garden City Cypress Rd #16 (AAHOP B-11)	15	15			30
Las Palmas	0	0	0	4	4
North Shore Subdivision (Coastal Zone)	0	0	0	292	292
Northeast Community Phase III (Maulhardt)	0	60	0	340	400
Oakmont Senior #31				85	85
Oxnard Shores MHP (Coastal Zone)	0	0	0	3	3
Rio Urbana condos			182		182
River Park: Veranda	0	0	0	95	95
River Park: Westerly II	0	0	0	55	55
RiverPark: Senior Living (2 projects)	0	0	0	221	221
The Village – Affordable Units	0	106		0	106
The Village – zoned 30+ units/acre areas ¹	0	0	745	0	745
The Village PA 4 condos 16-200-02 #21	0	0	0	88	88
The Village PA 5/11 condos 16-200-01 #33	0	0	0	78	78
The Village PA 7/9/10 condos 16-200-07 #34	0	0	0	144	144
TOTAL (Dec. 2018)	36	232	944	1722	2934

Community Development Department

2013-2021 Mid-Cycle Housing Element Progress Report

Jeffrey Lambert, Community Development Director
Chris Williamson, Contract Planner

1

Housing and Economic Development Committee
May 14, 2019

- Current Regional Housing Needs Assessment (RHNA) planning period is 2013 to 2021.
- Housing Element adopted October, 2017.
- Housing and Community Development (HCD) requires Annual Progress Report (APR) by April 1 for 2018.
- 2018 APR filed on March 28, 2019 for 2018.

Table A - Housing applications filed in 2018:

- 49 filed with Planning
- 61 directly for building permit (37 Acc. Dwelling Units)
- 156 total housing units:
 - 4 very low
 - 37 low (Acc. Dwelling Units)
 - 115 above moderate

Table A2 - Entitled, Permits Issued, Cert. of Occupancy

- 615 units received Planning entitlement
- 427 units issued building permits
- 165 units completed

1,207 TOTAL

Affordability:

- 449 very low and low
- 81 moderate
- 677 above moderate

Table C - Rezoning to Accommodate RHNA

- Not needed, capacity remains for remaining need.

Table D - Progress on 31 Housing Programs

- Attachment A has update on each program.

Tables E and F - Not Applicable in Oxnard.

Update on 2021-2029 RHNA

- Southern California Association of Governments (SCAG)
- 2018: City updated several SCAG GIS databases.
- 2019: SCAG developing RHNA allocation methodology.
- 2020: SCAG assigns RHNA target to all jurisdictions.
- 2021: New Housing Element due by October, 2021.

Expectations are that the 2021-2019 RHNA will be higher than previous RHNA's to incorporate recent State legislation.

- APR required by State law.
- State does not directly compensate the City.
- Timely filing qualifies the City for grants and programs.

RECOMMENDATION

That the Housing and Economic Development Committee receive and file a report summarizing the 2018 Annual Progress Report (APR) filed with the Department of Housing and Community Development (HCD) on April 1, 2019.



Questions?



HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3.

DATE: May 14, 2019

TO: Housing and Economic Development Committee

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882,
jeffrey.lambert@oxnard.org

SUBJECT: Planning and Zoning Permit No. 18-680-02 (Mills Act Agreement-Henry T. Oxnard-Landmark No. 161), Barbara A. Grant House at 225 South F Street. Filed by Barbara Anne Grant, Trustee on behalf of 225 S. F St Revocable Trust. (10/5/5)

RECOMMENDATION

That the Housing and Economic Development Committee recommend the City Council authorize the Mayor to execute a Mills Act Contract (Agreement No. A-8139) with Barbara Anne Grant, Trustee on behalf of Property Owner (225 S. F St Revocable Trust) to maintain and preserve a historic property located at 225 S. F Street (Oxnard-Landmark No. 161).

BACKGROUND

Since 1991, the City of Oxnard has worked and contracted with the County of Ventura Resource Management Agency to review and make recommendations on historical applications such as historical landmarks, Certificate of Appropriateness, environmental reviews and contracts affecting historical properties. Since that time, the Ventura County Cultural Heritage Board has acted as the City of Oxnard's Cultural Heritage Review Board.

The Mills Act is a State law where historical properties are eligible for property tax reduction by the Ventura County Assessor, pursuant to the Revenue and Taxation Code Section 439 et seq. The property tax reduction serves as an incentive in exchange for the continued preservation and rehabilitation of historic or contributing properties. The Mills Act Agreement is a property tax relief contract which includes preservation and rehabilitation schedules agreed to by the owner to restore and/or maintain the property in accordance to the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings.

In the City of Oxnard, the Mills Act historical preservation incentive program has been available to owners of qualified historic properties since 2007 and within the City there are currently seven properties that are participating in the Mills Act program. The agreement also establishes annual inspections for verification that the property is being maintained and that rehabilitation obligations are on schedule for the life of the agreement.

ANALYSIS/DISCUSSION

On November 13, 2018, the City received an application request for a Mills Act Agreement for the subject property. Pursuant to City Council Resolution Nos. 10,135 and 13,215, on February 11, 2019, the Ventura County Cultural Heritage Review Board (CHRB) acting as the Oxnard Cultural Heritage Review Board (OCHRB) held a public meeting and recommended that the City Council approve a Mills Act Contract for the subject property at 225 South F Street. Prior to the meeting, Ventura County Planning Staff and members of the Cultural Heritage Board conducted a site inspection of the property to evaluate and document existing property conditions of structures and property surroundings to assess the integrity of the property and its contributing resources. The OCHRB has determined that the property's historical preservation and unique characteristics are a contribution cultural resource to the Henry T. Oxnard Historic District Landmark No. 161, which is listed in the National Register of Historic Places.

ENVIRONMENTAL IMPACT

Pursuant to Section 15301(Existing Facilities-Class 1) of the California Environmental Quality Act (CEQA) Guidelines, projects involving existing facilities are exempt from environmental review.

STRATEGIC PRIORITIES

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

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

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

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

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

FINANCIAL IMPACT

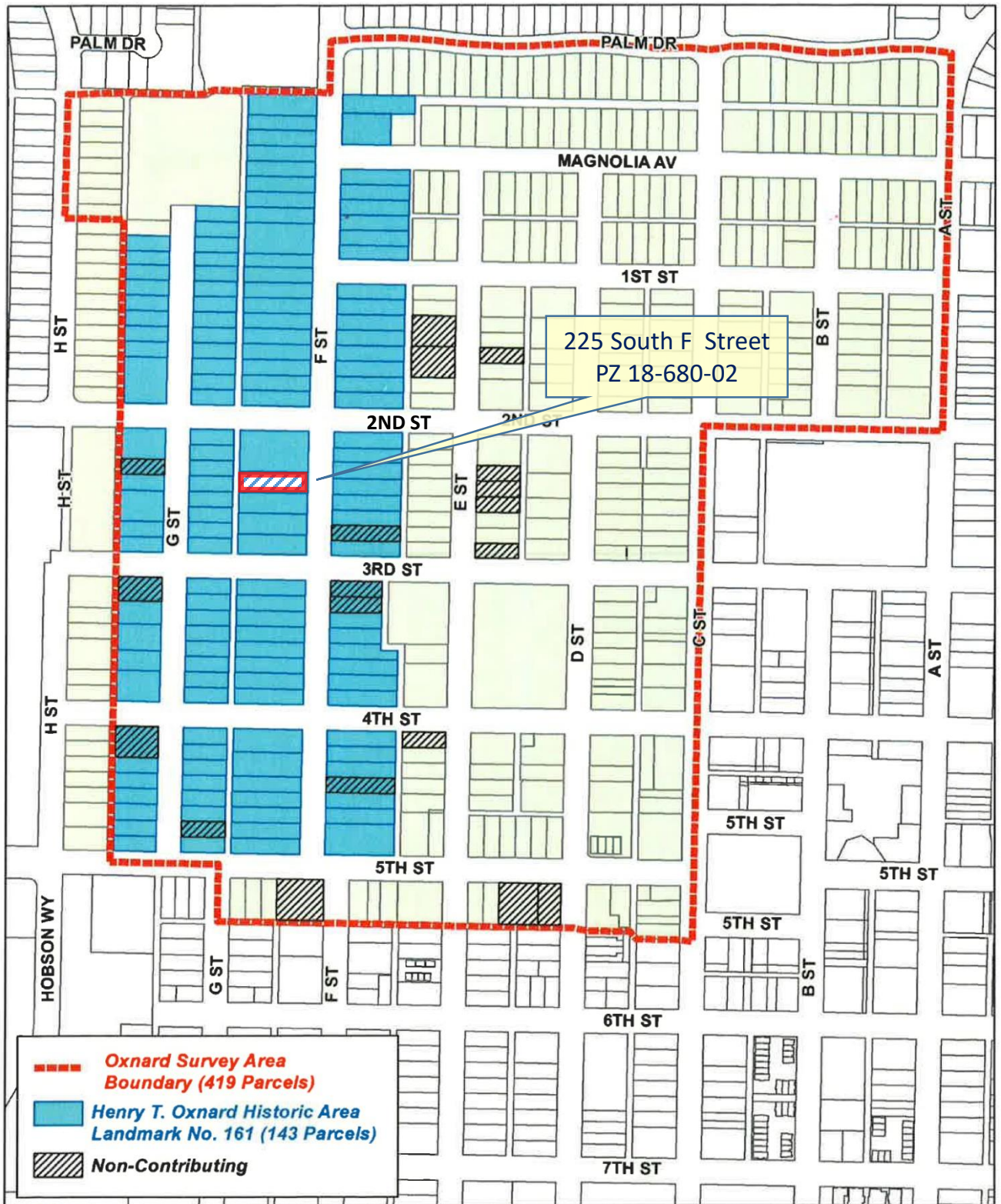
The Mills Act is a state law allowing cities to enter into contracts with the owners of historic structures. Such contracts require a reduction of property taxes in exchange for the continued preservation of the property. Property taxes are recalculated using a formula in the Mills Act and Revenue and Taxation Code. Typically property owners can expect a 20% to 60% savings on their property taxes. Current property taxes for the Grant property are \$5,262 per year. A 20% to 60% reduction in those property taxes would benefit the property owner by an amount between \$1,052 per year and \$3,157 per year. Since the City receives approximately 22% of each property tax dollar, the annual loss to the General Fund would be between \$231 and \$695. The term of the contract is 10 years; however it is automatically extended for one year at its anniversary.

Prepared by: Juan Martinez, Associate Planner

ATTACHMENTS

1. Attachment A-Vicinity Map
2. Attachment B-Memo to OCHB for Mills Act
3. Attachment C-Mills Act Agreement No. A-8139
4. Presentation Mills Act Agreement 225 South F Street

Vicinity Map



Ventura County
Resource Management Agency
Information Systems Department
Map created on 05/06/2013



Oxnard Historic Survey Area

0 150 300 600 Feet

Disclaimer: this map was created by the Ventura County Resource Management Agency, Mapping Services - GIS, which is designed and operated solely for the convenience of this County and related public agencies. The County does not warrant the accuracy of this map and no decision involving a risk of economic loss or physical injury should be made in reliance therein.



Oxnard Cultural Heritage Board

Memorandum

County of Ventura • Resource Management Agency • Planning Division

800 S. Victoria Avenue, Ventura, CA 93009-1740 • (805) 654-5042 • ventura.org/rma/planning

Date: February 21, 2019

To: Oxnard Cultural Heritage Board (OCHB)

From: Ashley Cook, County of Ventura Cultural Heritage Staff
Denice Thomas, Planning Programs Section Manager, County of Ventura

Subject: Mills Act Contract – 225 South F Street, Oxnard (Landmark 161)

On February 11, 2019, Ventura County Cultural Heritage Board (CHB), acting as the OCHB, pursuant to Resolution No. 10.135 of the City of Oxnard City Council, held a public meeting to Consider a recommendation to the City of Oxnard City Council to establish a Historical Property Contract (also known as Mills Act Contract) pursuant to Ventura County Ordinance No. 4225 §1364-10 and §50280 of the California Government Code for the subject property at 225 South F Street (CH19-0004)

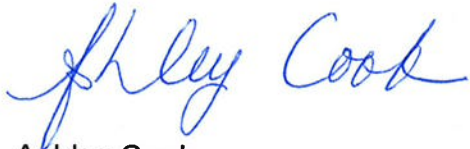
At this meeting the Ventura County Cultural Heritage Board (CHB), acting as the OCHB, pursuant to Resolution No. 10.135 of the City of Oxnard City Council, made the Following Mills Act Findings 1-4:

1. Barbara Anne Grant, trustee, possess, and owns real property located at 225 South F Street, Oxnard, Ventura County, California;
2. The property is a qualified historical property that is privately owned, not exempt from property taxation and is designated as Ventura County Historical Landmark No. 161;
3. The owner desires to carry out the relevant purposes of the California Government Code for the entire site and structures thereon; and
4. The owner desires to limit the use of the historical property, 225 South F Street, Oxnard, to retain its characteristics as a property of historical significance.

Subsequently the CHB considered and approved findings one through four as noted above and recommends adoption of the proposed Mills Act Contract to the Oxnard City Council.

If you have any questions, please do not hesitate to call me at (805) 654-5042 or email me at ashley.cook@ventura.org.

Sincerely,



Ashley Cook
Cultural Heritage Program Coordinator

Encl:

- Exhibit 1: Location Map
- Exhibit 2: Mills Act Contract Draft
- Exhibit 3: Mills Act Application and Proposed 10-Year Rehabilitation Plan
- Exhibit 4: Historic Characteristics and Photos
- Exhibit 5: Legal Description
- Exhibit 6: Title Report

RECORDING REQUESTED BY:

CITY OF OXNARD

Request recording without fee. Recorded for
Benefit of the City of Oxnard pursuant to
Section 6103 of Government Code.

WHEN RECORDED MAIL TO:

City of Oxnard
300 West Third Street
Oxnard, CA 93030

AGREEMENT A- 8139

AGREEMENT AFFECTING REAL PROPERTY

THIS AGREEMENT is made and entered into by and between

CITY OF OXNARD, a California Municipal Corporation, hereinafter called (“**CITY**”) and

Barbara Anne Grant, Trustee of the 225 S F St Revocable Trust, hereinafter called (“**OWNER**”)

R E C I T A L S

OWNER possesses and owns real property located within the City of Oxnard, as described in Exhibit A, attached hereto and incorporated herein by this reference.

The real property is qualified historical property that is privately owned, is not exempt from property taxation, and is either: (a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations; or (b) listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places or landmarks. The real property is hereinafter referred to as the “**Historical Property.**”

Both CITY and OWNER desire to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code, and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Both CITY and OWNER desire to preserve the Historical Property and, when necessary, to restore and rehabilitate the Historical Property to retain its characteristics as property of historical significance.

A G R E E M E N T

NOW, THEREFORE, OWNER and CITY, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, agree as follows:

1. **Agreement Subject to California Government Code Sections 50280-50290**

This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and is subject to all of the provisions of those statutes, except as modified by this Agreement.

2. **Furnishing Information**

Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to enable City to determine compliance with the terms and provisions of this Agreement.

3. **Preservation, Restoration and Rehabilitation of Property**

OWNER agrees to preserve, restore, and rehabilitate the Historical Property in conformance with the following conditions, requirements, and restrictions:

- a. OWNER shall preserve and maintain the characteristics of historical significance of the Historical Property as described in Exhibit A and incorporated herein by this reference. A list of the minimum standards and conditions for maintenance, use, and preservation of the Historical Property, which shall apply to such Historical Property throughout the term of this Agreement, is attached hereto as Exhibit B and incorporated herein by this reference.
- b. OWNER shall, where necessary, restore and rehabilitate the Historical Property according to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and in accordance with schedule of rehabilitations attached hereto as Exhibit C and incorporated herein by this reference.

4. **Inspections**

OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by CITY's Cultural Heritage Board representative(s), the Assessor of Ventura County, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine OWNER'S compliance with this Agreement.

5. Annual Inspection Fee

Each year on the anniversary date of this Agreement, OWNER shall pay an annual fee listed in the City of Oxnard Planning Department's current fee schedule for Mills Act Contract Inspections for the inspection of the Historical Property by Cultural Heritage Board representative(s).

6. Term of Agreement

The term of this Agreement shall be for a minimum period of ten years, from January 1, 2020 to and including December 31, 2030.

7. Notification by Owner

OWNER or an agent of OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of the execution of this Agreement.

8. Automatic Renewal

On the anniversary date of this Agreement, one year shall be added automatically to the initial ten year term of the Agreement, unless Notice of Nonrenewal is given as provided in this Agreement.

9. Update of Improvement Schedule.

At least ninety (90) days prior to the tenth anniversary of the Effective Date of this Agreement, and ninety (90) days prior to every tenth (10th) anniversary thereafter, OWNER shall provide the CITY with an updated schedule of improvements and maintenance items for the Cultural Heritage Board's review and approval, which shall not be unreasonably withheld. Such updated schedule shall contain a list of proposed improvements and/or revisions to be accomplished during the next succeeding ten (10) years of the Agreement and a schedule for the construction of such improvements. Within thirty (30) days after the CITY's receipt of said updated schedule, the Cultural Heritage Board shall either approve or disapprove such proposed schedule of proposed improvements, or shall respond in writing by stating what further information, if any, the Cultural Heritage Board reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the OWNER shall promptly furnish to the CITY such further information as may be reasonably requested.

10. Notice of Nonrenewal

If in any year either OWNER or CITY desires not to renew this Agreement, that party shall serve written Notice of Nonrenewal on the other party in advance of the annual renewal date. Unless the Notice is served by OWNER at least ninety (90) days or by CITY at least sixty (60) days prior to the renewal date, one year shall automatically be added to the term of this

Agreement. Upon receipt by OWNER of a Notice of Nonrenewal from CITY, OWNER may make a written protest. At any time prior to the renewal date, CITY may withdraw its Notice of Nonrenewal.

11. Effect of Notice of Nonrenewal

If in any year either party serves Notice of Nonrenewal, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Agreement, as the case may be.

12. Cancellation

CITY may cancel this Agreement if CITY determines OWNER has breached any of the conditions or covenants of this Agreement or has allowed the Historical Property to deteriorate to the point that it no longer meets the standards for qualified historical property. CITY may also cancel this Agreement if it determines OWNER has failed to restore or rehabilitate the Historical Property in the manner specified in this Agreement.

13. Notice of Cancellation

This Agreement cannot be cancelled until after CITY has given notice and has held a public hearing regarding the grounds of cancellation set forth in paragraph 12. Notice of the hearing shall be mailed to the last known address of OWNER of the Historical Property and to each owner of property within the historic zone where the Historical Property is located, and shall be published in accordance with Government Code Section 6061.

14. Cancellation Fee

If CITY cancels this Agreement in accordance with paragraph 12 above, OWNER shall pay a cancellation fee of 12-1/2% of the current fair market value of the Historical Property at the time of cancellation, which shall be determined by the Ventura County Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the Ventura County Auditor-Controller at such time and in such manner as he or she shall prescribe. The Ventura County auditor shall allocate the cancellation fee to each jurisdiction in the tax rate area in which the Historical Property is located in the same manner as he or she allocates the annual tax increment in that tax rate area in that fiscal year.

15. Alternative Enforcement

As an alternative to cancellation of this Agreement for breach of any condition, CITY or any landowner may bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance or injunction.

16. Notices

All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, the address of OWNER shall be that last known address on CITY records, and CITY's address shall be: Planning Division, 214 South C Street, Oxnard, California 93030. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

17. No Compensation

OWNER shall not receive any payment from CITY in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to OWNER as a result of the effect upon the assessed value of the Historical Property on account of the restrictions on the use and preservation of the Historical Property.

18. Remedy if Agreement Held Not an Enforceable Restriction

If a court determines, and that determination is not appealed or is upheld on appeal, that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the Term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historical Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to the Agreement.

19. Eminent Domain Proceedings

In the event that the Historical Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by CITY to frustrate the purpose of this Agreement, the Agreement shall be cancelled and no fee shall be imposed under Government Code Section 50286. This Agreement shall be deemed null and void for all purposes of determining the value of the property so acquired.

20. Recordation

No later than 20 days after CITY enters into this Agreement, the City Clerk of the City of Oxnard shall record a copy of the Agreement (with properly notarized signatures of the Agreement signatories). This Agreement shall be recorded on or before the lien date for the fiscal year in which the valuation, pursuant to Revenue and Taxation Code Section 439 et seq.,

will apply. From and after the time of recordation, this Agreement shall impart notice thereof to all persons, as is afforded by the recording laws of the State.

21. Successors and Assigns

This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

22. Amendments.

This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto, except that the CITY's Community Development Director and OWNER are authorized to amend the list of required rehabilitation projects described in Exhibit C.

23. Administration.

This Agreement shall be administered by the CITY's Planning Manager (or his/her designated representative) following approval of this Agreement by the Oxnard City Council. The CITY shall maintain authority of this Agreement through the CITY's Planning Manager (or his/her authorized representative). The CITY's Planning Manager, upon mutual agreement with the OWNER, shall have the authority to issue interpretations, waive provisions and enter into amendments of Exhibit C of this Agreement on behalf of the CITY so long as such actions do not change the uses permitted on the Historic Property or the purpose of this Agreement, and such amendments may include extensions of time specified in Exhibit C. All other waivers or amendments shall require the written approval and consent of the Oxnard City Council.

IN WITNESS WHEREOF, CITY and OWNER have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this ____ day of May, 2019.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

OWNER/S

Tim Flynn, Mayor

Barbara Anne Grant, Trustee of the
225 S F St Revocable Trust

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Jeffrey Lambert, Community Development Director

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 62 OF RESUBDIVISION OF THE HARRY T. OXNARD SUBDIVISION, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AT BOOK 5, PAGE 49 OF MAPS.

ASSESSOR'S PARCEL NUMBER: 202-0-072-020

EXHIBIT B

Description of Historic Property Characteristics

- Subject structure is a two story, 13 room, frame and wood (redwood painted siding with false joint wood planking) residence built on a square box shaped plan, located in lot 62 of Resubdivision of the Henry T. Oxnard Historic District Subdivision in the City of Oxnard, County of Ventura.
- It is a two story Craftsman structure.
- The one story detached carriage house/workshop/guest house is also of the Craftsman style. Both are painted white with dark and light green trim/accents.

Exterior

- The main exterior architectural features include gabled roof with millwork details, 12 inch painted redwood siding planks milled to look like three small three-inch planks (false joint wood planking), exposed rafter tails, roof ventilators, wood-louvered sections, corbels and boxed sections with fixed pane boxed windows.
- It has gabled roof ventilators on three sides with expansive wood louvered sections.
- Detached carriage house/workshop/guest house has multiple doors including, a five paneled wood door and a double "Z" trimmed rolling carriage house door.
- Front covered entry consists of a deeply inset square, wood-paneled door with fixed-pane windows, brass accents, left/right sidelights and a covered, red brick three-pillared porch. Pillars are square red brick as is the low wall surrounding the porch with brick semi-circular drainage accents. Steps are concrete/brick.
- Front first floor has left and right symmetrical large double fixed-paned windows with single-hung windows on either side.
- Front second story has gabled roof, corbels and thin, horizontally trimmed vents, boxed front with double hung and fixed pane windows.
- South side has a tall red brick chimney at roof corner and boxed windows with fixed panes.

- West side has a small red brick chimney near roof corner accessible to kitchen.
- Upper story has a tee-shaped gable roof with vented sections on right front, rear and south facing sides.
- Exterior walls are a false joint siding with mitered corners and flat plank trim around windows. Gable end facing the street includes a row of decoration corbels from left to right above upper bedroom windows. Windows feature original wood frame window screens.

Interior

- Interior features include a large front entry foyer, nine-inch moldings, door casings and picture rails.
- Living room has a grand (6 ft. x 5 ft.) hand carved stone fireplace and mantel with detailed hand-carved relief of Santa Barbara Mission and inlaid tile hearth, boxed beams, coffered ceilings, double picture rail moldings, built in, three-quarter-wall bookcases with multiple paned glass doors, colonade millwork and a chandelier.
- Dinning room has coffered ceilings, boxed beams, crown moldings, picture rails, plate rails, three quarter wall height paneling, built-in china/linen sideboard with multiple paned glass doors and cabinets, boxed windows, extensive millwork, 10 ft. x 2 ft. slanted mirror flanked by upper/lower plate rails, flanked by picture rails and a chandelier.
- Center stairway with landing, detailed millwork, second story architectural isolated landing/walkway from one room to another viewable from staircase but not accessed by staircase.
- Five-paneled doors, high ceilings, large casement windows, picture rails and hardwood floors throughout, glass door knobs, butler's pantry with built-in "cooler" and cabinets, partial paned wood doors, coved ceilings, natural materials (stone, brick, wood), original light fixtures, pass-through doors.

FRONT (EAST) + SIDE (SOUTH) VIEWS



FRONT (EAST) VIEW



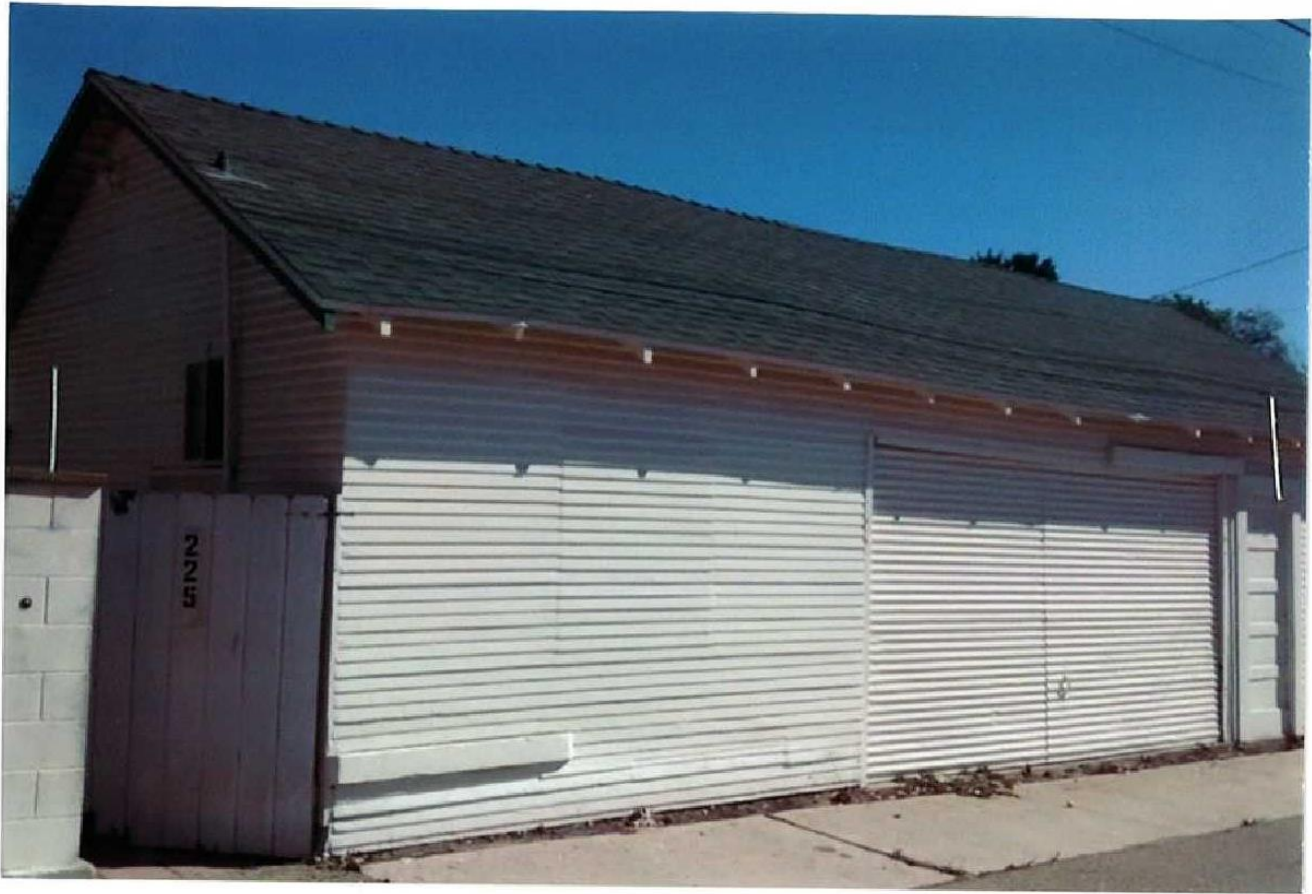
REAR (WEST) VIEW



CARRIAGE HOUSE FRONT (WEST) VIEW



REAR CARRIAGE HOUSE (WEST) (ALLEY) VIEW



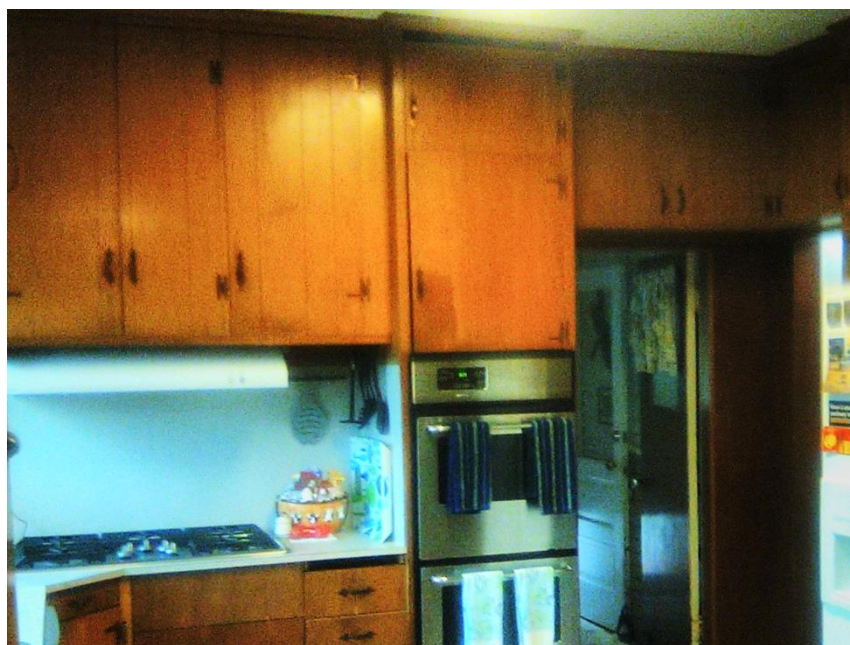
SOUTH SIDE VIEW



NORTH SIDE VIEW



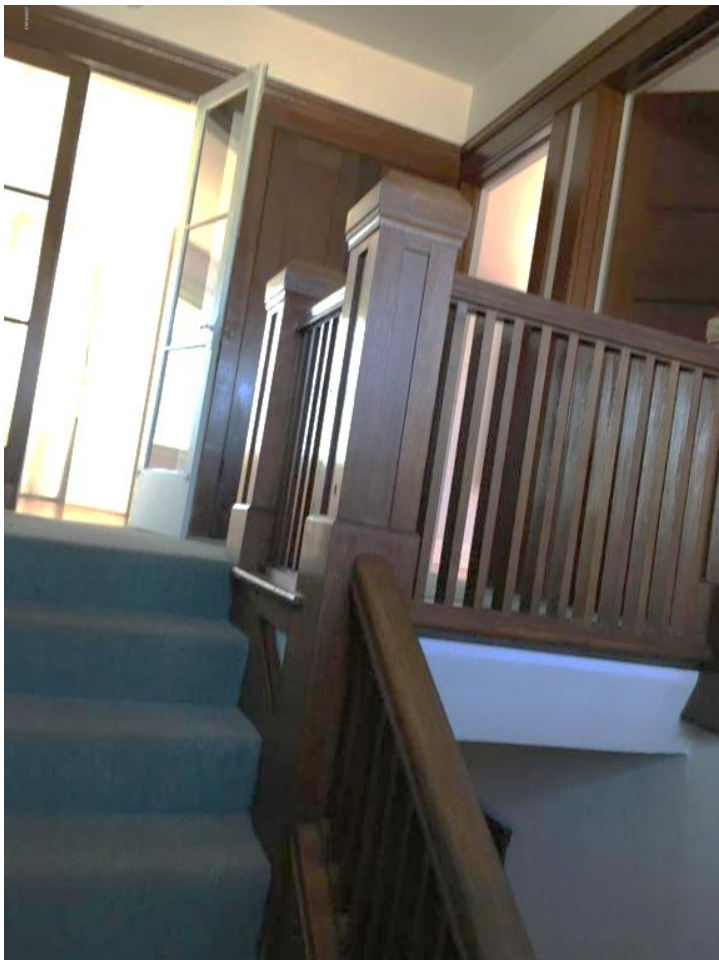
Kitchen Photos



Interior Photos



Interior Photos



Butler's Pantry Photos

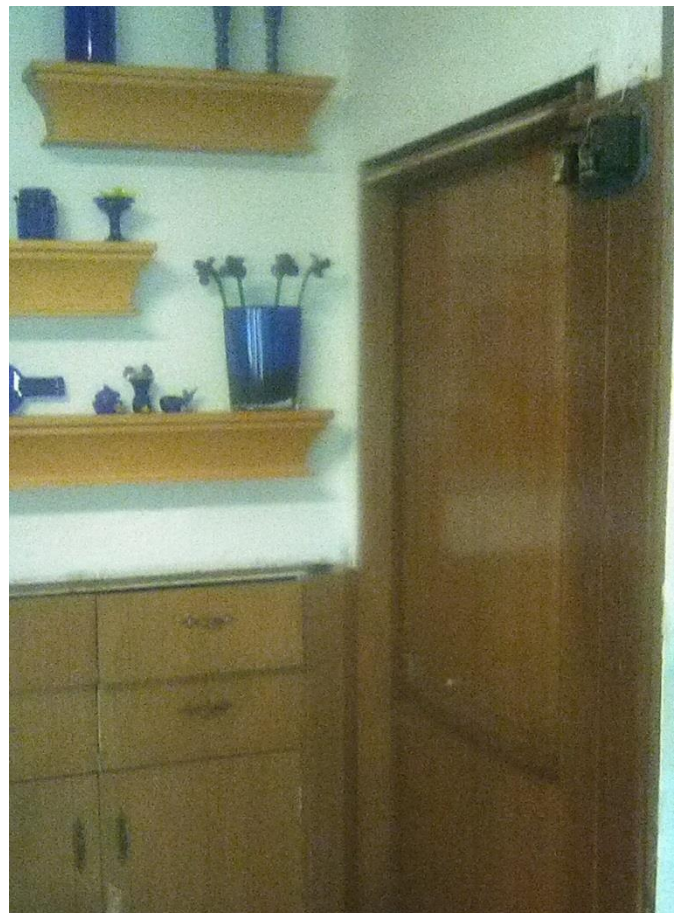
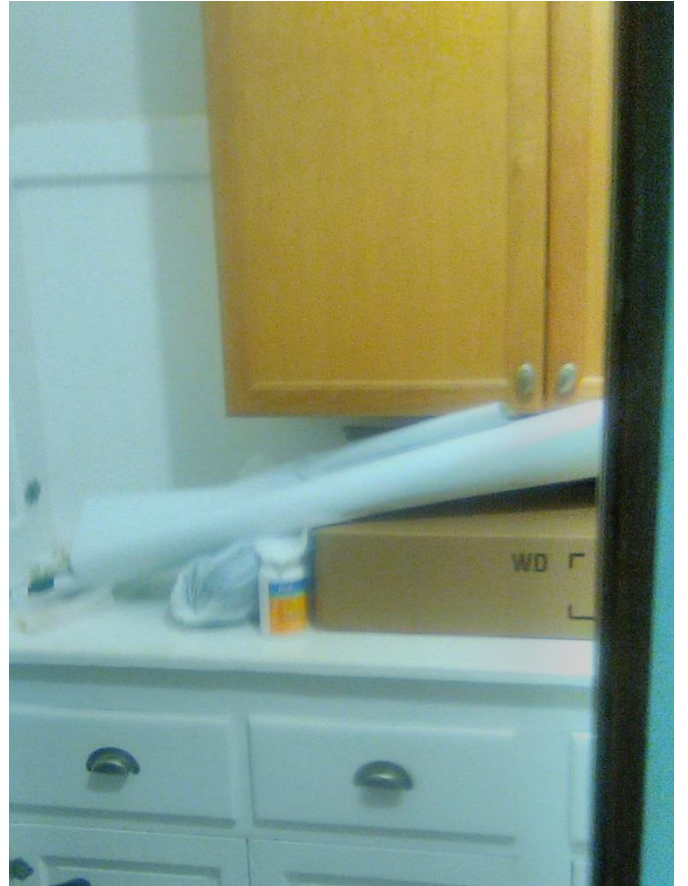


EXHIBIT C

Proposed Mills Act Contract Ten-Year Rehabilitation Plan For: (Provide Address and Landmark Number)

225 South F Street, Oxnard, CA 93030 (Landmark # 161)

Year	Proposed Project* (Describe the rehabilitation project in detail)	Estimated Cost
Year 1	Replace/Install 200 Amp Electrical Panel (rear house)	\$3,200
Year 2	Gable/attic screening repair and repair attic wood louvers	\$2,600
Year 3	Remove non-historic front porch enclosure	\$2,800
Year 4	Butler's Pantry - Repair wood trim and remove existing non historical cabinet	\$1,200
Year 5	Mantel - Remove recent wood mantel and restore hand carved stone	\$5,500
Year 6	Electrical - Remove old unused communication wiring throughout interior and exterior and patch	\$2,500
Year 7	Kitchen - Replace cabinets, replace counter tops, flooring, remove existing non historical cabinets and repair wood behind	\$65,000
Year 8	Front Steps (masonry) - Repair or replace concrete caps	\$4,500
Year 9	Butler's Pantry - Restore flooring (remove recent flooring and replace)	\$16,000
Year 10	Carriage House Door - Repair historical rolling carriage house door and wood trim around door	\$18,000

*Please note that projects that affect a residence (exterior or interior) are subject to Cultural Heritage Board or Cultural Heritage Board staff review and approval prior to work commencing. Work must meet all Building Code and Zoning Ordinance requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Rehabilitation*.

See attached list of potential Mills Act Contract projects. All approved Mills Act Contracts will be subject to an annual inspection. The property owner is responsible for providing "before" and "after" photographs for all rehabilitation activities and for covering the costs related to these inspections.

Mills Act Contract Application

Community Development Department

**Planning & Zoning Permit No. 18-680-02
(Mills Act Agreement)**

Grant House

225 South F Street

Filed by Barbara Anne Grant, Trustee

Jeffrey Lambert, Community Development Director
Juan Martinez, Associate Planner

What is a Mills Act Contract?

- April 2007 City Council adopted a resolution authorizing Mills Act Contracts for historically eligible properties. County acts as the Oxnard Cultural Heritage Review Board (OCHRB).
- Mills Act is a contract between the City and property owner that allows for potential reduction in property taxes.
- Provides incentive for restoring, rehabilitating, and maintaining eligible properties.
- Eligible properties may include residential, commercial, or industrial properties designated as historical landmarks or contributing properties within the Henry T. Oxnard District - Landmark #161.

Background

- Nov. 13, 2018: City received application request for a Mills Act Contract for the property at 225 South F Street.
- Feb. 11, 2019: the Ventura County Cultural Heritage Review Board (CHRB) acting as the OCHRB held a public meeting and recommended that the City Council approve a Mills Act Contract for the subject property.
- OCHRB determined property's historical preservation and unique characteristics are a contributing cultural resource to the Henry T. Oxnard Historic District Landmark No. 161.

225 South F Street



EAST SIDE - FRONT VIEW



WEST SIDE- BACK SIDE OF HOME



GARAGE-BACK ALLEY

Existing Mills Act Agreements



MILLS ACT AGREEMENT

1. 102 North F St (Contributes to Lnmk #161)
2. 110 South F St (Contributes to Lnmk #161)
3. 261 South F St (Contributes to Lnmk #161)
4. 205 South F St (Contributes to Lnmk #161)
5. 201 South D St (Contributes to Lnmk #161)
6. 531 S F Street (Landmark #171)
7. 534-543 South F St (Landmark #173)
8. PENDING NEW AGREEMENT - 225 South F Street
Qualifies for Mills Act Agreement because the property contributes as a cultural resource to the Henry T. Oxnard Historic District - Landmark #161.

Contract

- Recorded on the property and is effective for 10 years; renewed annually for the minimum term.
- Property must be maintained in accordance with the Secretary of Interior Standards and the California Historical Building Code.
- Contract includes a rehabilitation/restoration and maintenance plan.
- Contract covers entire property (interior and exterior).
- Annual inspections for the life of the contract.
- Failure to maintain and rehabilitate the property may cause cancellation of the contract and penalties equaling 12½ percent of the fair market value.

Fiscal Impact of the Mills Act Contract

- Requires a reduction of property taxes in exchange for the continued preservation of the property.
- Property owners can expect a 20% to 60% savings on their property taxes.
- Current property taxes for the Grant property are \$5,262 per year.
- 20% to 60% reduction in those property taxes would benefit the property owner by an amount between \$1,052 per year and \$3,157 per year.
- City receives approximately 22% of each property tax dollar, the annual loss to the General Fund would be between \$231 and \$695.
- Contract term is 10 years; automatically extended for one year at its anniversary.

Recommendation

That the Housing and Economic Development Committee recommend the City Council authorize the Mayor to execute a Mills Act Contract (Agreement No. A-8139) with Barbara Anne Grant, Trustee on behalf of Property Owner (225 S. F St Revocable Trust) to maintain and preserve a historic property located at 225 S. F Street (Barbara A. Grant House).

