

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



AMENDED AGENDA
Section K, Report No. 1 - PULLED

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
October 5, 2021
Regular Meeting - 6:00 PM

This meeting is being held in accordance with Assembly Bill 361, allowing members of the City Council, members of the public and staff to participate via teleconference.

Consistent with City policies imposed to promote social distancing, the facility where the City Council regularly meets is temporarily closed to the public. The public is encouraged to view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. EMAILING COMMENTS OR REQUESTS TO SPEAK BEFORE THE MEETING

- a. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (Please indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
- b. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/city-meetings, emailing the City Clerk at cityclerk@oxnard.org, or calling the City Clerk at (805) 385-7803.

2. PROVIDING PUBLIC COMMENTS DURING THE MEETING VIA CALL-IN OR ZOOM OPTIONS

- a. Speakers shall have up to three minutes to speak.
- b. Speakers may sign up to speak in two ways:
 - i. Visit the webpage for all City meetings (www.oxnard.org/city-meetings), click the link for the meeting in which you want to participate, and follow the instructions for speaker registration; or
 - ii. Call the City Clerk at (805) 276-4238 and the City Clerk will assist you.
- c. Public comments on items not on the agenda shall be taken at the beginning of the meeting. If there are more speakers than can be accommodated during thirty minutes, additional speakers will be given an opportunity to speak at the end of the meeting. After all public speakers have been given an opportunity to speak, the public comment period shall be held open for three minutes to allow additional speakers to register or otherwise be recognized for the purpose of providing public comment. During this three minute time period, the City Council or staff may briefly respond to comments on items not appearing on the agenda.
- d. Public comments on items on the agenda shall be taken following the announcement of the item. After all public speakers have been given an opportunity to speak on an agenda item, the public comment period shall be held open for three minutes to allow additional speakers to register or otherwise be recognized for the purpose of providing public comment. During this three minute time period, the City Council or staff may discuss the item being considered.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

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

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

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA

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

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2021 as "Domestic Violence Awareness Month."
2. SUBJECT: Presentation of a Proclamation Designating the Week of October 3 - 9, 2021 as "Fire Prevention Week."
3. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2021 as "Breast Cancer Awareness Month."

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services, and adoption of a resolution ratifying the proclamation of a local emergency and authorizing remote teleconference meetings of legislative bodies of the City of Oxnard (10/5/5)

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.

2. Adopt a resolution ratifying its proclamation of a local emergency on March 17, 2020, and authorizing remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361.

Legislative Body: City Council

Contact: Alexander Nguyen, Stephen Fischer, (805) 385-7430, (805) 385-7483

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the meeting minutes of the July 6, 2021 and July 20, 2021 regular meetings as presented.

Legislative Body: City Council.

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Agreement A-8369 with Holloway Environmental Solutions, LLC for Biosolids Hauling and Disposal Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8369 with Holloway Environmental Solutions, LLC, in the amount not to exceed \$5,000,000 for a three-year term ending October 31, 2024, for Biosolids Hauling and Disposal Services for the Wastewater Division.

(Public Works and Transportation Committee approved 3-0.)

Contact: Brian Yanez, (805) 200-5412

3. Police Department

SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) for Downtown Security Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a four

(4) - year agreement (contract number A-8370) for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants ("PSC") in the amount not to exceed \$1,260,000.00.

(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on September 14, 2021.)

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

<https://youtu.be/bLNmATv2Rgg>

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

J. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Sale of Oxnard Community Development Commission Successor Agency-owned property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130) for a total purchase price of \$212,740 to the Oxnard Housing Authority. (0/10/10)

RECOMMENDATION: 1. That the Oxnard Community Development Commission Successor Agency adopt a Resolution titled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions."

2. That the Board of Commissioners of the Oxnard Housing Authority conduct a public hearing and adopt a Resolution titled "A Resolution of the Board of Commissioners of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions."

3. That the City Council:

- i. Conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and
- ii. Adopt a Resolution titled "A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions."

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/-D4ZAuFF4ms>

Legislative Body: City Council

Oxnard Community Development Commission Successor Agency

Oxnard Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

2. Community Development Department

SUBJECT: Adoption of 2021-2029 Housing Element, text and map changes to the General Plan Land Use Element, Zoning Map Amendment, and five Oxnard City Code/Zoning Text Amendments related to the 2021-2029 Housing Element. (0/15/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing; and
2. Approve Initial Study and Mitigated Negative Declaration (IS/MND - No. 2021-01); and
3. Approve a resolution adopting the 2021-2029 Final Housing Element ("Housing Element") update to replace in its entirety the current 2013-2021 Housing Element as Chapter 8 within the 2030 General Plan (PZ No. 20-620-03) with revisions listed under City of Oxnard Final Housing Element Errata No. 1, and text and map changes to the General Plan Land Use Element (PZ Nos. 21-620-02 & 21-620-03) related to the Amendment and Adoption of the 2021-2029 Housing Element; and
4. Approve a resolution approving Zoning Map Amendments (PZ No. 21-580-04) to change zoning designations on 106 parcels to be consistent with Supplement 1 of the Final Housing Element and facilitate construction of housing units as stipulated in the Final Housing Element; and
5. Introduce the following five ordinances for first reading (by title only, waiving further reading)(PZ 21-580-03):
 - a. An Ordinance of the City Council of the City of Oxnard to Repeal the All-affordable Housing Opportunity Program (AAHOP) and replace these regulations with newly created Affordable Housing, Permitted (-AHP) And Affordable Housing, Discretionary (-AHD) Additive Zone Definitions, Designations and Regulations in OCC Sections 16-420a through 16-420k; and
 - b. An Ordinance of the City Council of the City of Oxnard amending the General Commercial zone permitted and related uses in OCC Section 16-135 & 16-136; and
 - c. An Ordinance of the City Council of the City of Oxnard amending the Business And Research Park (BRP) zone permitted uses in OCC Section 16-162 & 16-163; and
 - d. An Ordinance of the City Council of the City of Oxnard amending the Density Bonus ordinance approval authority and appeal provision in OCC Section 16-410; and
 - e. An Ordinance of the City Council of the City of Oxnard Creating a Ministerial Site Plan Review process OCC Sections 16-523 through 16-523.12.; and
6. Direct City Staff to finalize with noted revisions in Errata No. 1, incorporate the 2021-2029 Housing Element into the 2030 General Plan as Chapter 8 of Goals and Policies document, incorporate zone code text amendments into the OCC, and forward the 2021-2029 Housing Element to the State of California Department of Housing and Community Development

(HCD) for certification.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zQhgMShiyt4>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

3. Public Works Department

SUBJECT: Formation of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of Funding and Acquisition Agreement. (0/5/5)

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing on the: (a) formation of Community Facilities District 9 (Northshore at Mandalay Bay); (b) levy of special taxes and; (c) issuance of special tax bonds secured by the special taxes;
2. Adopt Resolution determining the validity of prior proceedings, establishing Community Facilities District 9 (Northshore at Mandalay Bay) and approving a funding and acquisition agreement (A-8376);
3. Adopt Resolution determining the necessity to incur bonded indebtedness within Community Facilities District 9 (Northshore at Mandalay Bay) and calling a special election;
4. Hold Election;
5. Adopt Resolution canvassing the results of the election held within Community Facilities District 9 (Northshore at Mandalay Bay); and
6. Introduce an Ordinance (by title only, further reading waived), authorizing the levy of a special tax within Community Facilities District 9 (Northshore at Mandalay Bay).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/l7EPo4DO0fE>

Legislative Body: City Council

Contact: Brian Yanez, (805) 200-5412

4. Community Development Department

SUBJECT: Peninsula Road Street Vacation and Acceptance of a Public Access Easement; Planning and Zoning (PZ) Permit No. 21-660-01 (Street Vacation)- A Resolution to vacate the southernmost 272 feet of Peninsula Road fronting 3605 Peninsula Road and acceptance of a public access easement to allow for the continuation of vehicular circulation. (0/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
3. Adopt a Resolution to vacate its right, title and interest in the southernmost 272 feet of the right-of-way fronting 3605 Peninsula Road and accept a public access easement to allow for the continuation of vehicular circulation.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ztJ0wVNIWYY>

October 5, 2021

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Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

K. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
REPORT OF CITY MANAGER/EXECUTIVE
DIRECTOR/SECRETAR
AGENDA ITEM NO. E.1

DATE: October 5, 2021

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: COVID-19 Update from Director of Emergency Services, and adoption of a resolution ratifying the proclamation of a local emergency and authorizing remote teleconference meetings of legislative bodies of the City of Oxnard (10/5/5)

RECOMMENDATION

That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.
2. Adopt a resolution ratifying its proclamation of a local emergency on March 17, 2020, and authorizing remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361.

BACKGROUND

On March 4, 2020, Governor Newsom issued Executive Order N-29-20, which in part, suspended the Ralph M. Brown Act (the "Brown Act") requirements for the conduct of meetings via teleconference during the COVID-19 pandemic. The Governor issued Executive Order N-08-21 on June 11, 2021, extending the Brown Act modifications in Executive Order N-29-20 through September 30, 2021.

On September 16, 2021, the Governor signed Assembly Bill 361 ("AB 361"), which amends the Brown Act to allow meetings of legislative bodies to be conducted via teleconference under certain conditions during proclaimed emergencies.

On September 20, 2021, the Governor issued Executive Order N-15-21 suspending the provisions of AB 361 through September 30, 2021, and clarifying that legislative bodies may continue to meet under Executive Order N-29-20 through September 30, 2021.

AB 361 allows legislative bodies to hold meetings utilizing teleconferencing without complying with the standard teleconferencing requirements if the Governor has proclaimed a State of Emergency and any of the following circumstances occur:

- State or local officials have imposed or recommended measures to promote social distancing; or
- A meeting is being held for the purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The City's COVID-19 Comprehensive Policy and Protocol imposes measures to promote social distancing. Further, the Governor's proclaimed state of emergency remains in effect.

If a meeting is held via teleconference under AB 361, the following requirements apply:

- Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.
- The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to "address the legislative body directly." The agency does not have to provide an in-person option for the public to attend the meeting.
- The meeting must be conducted "in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body."
- If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
- The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make "real-time" public comments.
- If the agency provides a timed public comment period, the public comment period must be left open until the time expires. If no timed public comment period is provided, a reasonable amount of time per agenda item must be provided.
- Findings must be made every 30 days to continue to conduct teleconference meetings under AB 361. The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend measures to promote social distancing.

The proposed resolution:

- Ratifies the City Council's proclamation that a local emergency still exists throughout the City, and that in-person meetings of the City's legislative bodies would present imminent risks to the health or safety of attendees;
- Authorizes staff and the City's legislative bodies to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
- Provides that, in the event of a disruption in the meeting broadcast or which prevents public comment, the legislative body shall not take further action on agenda items until the disruption is resolved, provided that, for a broadcast disruption, action may continue to be taken if the meeting is still being broadcast over any of the media options specified in the posted agenda for the meeting.

If adopted, the resolution will take effect immediately upon its adoption and will be effective until the earlier of (i) November 5, 2021, or such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager, Stephen Fischer, City Attorney

ATTACHMENTS

1. AB 361 Resolution.v2

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING ITS PROCLAMATION OF A LOCAL EMERGENCY ON MARCH 17, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF OXNARD IN ACCORDANCE WITH ASSEMBLY BILL 361

WHEREAS, on March 4, 2020, the Governor of the State of California (the “Governor”) proclaimed a statewide state of emergency due to COVID-19; and

WHEREAS, on March 12, 2020, the Ventura County Health Officer (the “Health Officer”) declared a Local Health Emergency due to COVID-19; and

WHEREAS, on March 13, 2020, the Director of Emergency Services of the City of Oxnard (the “Director”) proclaimed the existence of a local emergency due to COVID-19; and

WHEREAS, on March 17, 2020, the City Council ratified the Director’s local emergency proclamation; and

WHEREAS, all meetings of the City of Oxnard’s legislative bodies are open and public, as required by the Brown Act (Cal. Gov. Code sections 54950 et seq.), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, beginning in March 2020, the Governor issued a series of Executive Orders, N-25-20, N-29-20, and N-35-20, that waived certain Brown Act requirements to allow legislative bodies to continue meeting while slowing the spread of COVID-19; and

WHEREAS, N-29-20 allowed the City’s legislative bodies to meet via teleconference without complying with certain Brown Act requirements; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, extending the Brown Act provisions of N-29-20 through September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 (“AB 361”) into law, allowing the City’s legislative bodies to continue to meet via teleconference during proclaimed states of emergency under modified Brown Act requirements; and

WHEREAS, AB 361, at Government Code section 54953(e), provides for teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, AB 361 allows legislative bodies to continue to meet via teleconference when a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of

persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, AB 361 further requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Governor's proclaimed state of emergency, the Ventura County Health Officer's declared local health emergency, and the Director's and City Council's proclaimed local emergency remain in effect; and

WHEREAS, the City's COVID-19 *Comprehensive Policy and Protocol* imposes measures to promote social distancing; and

WHEREAS, meetings of the City's legislative bodies are broadcast on Spectrum Channel 10, Frontier Channel 10, and Youtube.com/Oxnardnews ("Broadcast Options"); and

WHEREAS, on September 17, 2021, the Health Officer informed the public that Ventura County's case rate is 19.3, which is still considered widespread community transmission by the Centers for Disease Control and Prevention and the California Department of Public Health; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council hereby ratifies its proclamation that a local emergency still exists throughout the City, and that in-person meetings of the City's legislative bodies would present imminent risks to the health or safety of attendees.

SECTION 3. The staff and legislative bodies of the City of Oxnard are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 4. In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a

meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the Broadcast Options are disrupted, but any of the other Broadcast Options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted Broadcast Option(s) to be restored.

SECTION 5. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 5, 2021, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Oxnard may continue to teleconference without compliance with Government Code section 54953(b)(3).

SECTION 6. If any section, subsection, clause or phrase in this resolution is for any reason held invalid, the validity of the remainder of this resolution shall not be affected thereby. The City Council would have passed this resolution and each section, subsection, sentence, clause, or phrases thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases thereof be held invalid.

PASSED AND ADOPTED THIS _____ day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John C. Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: October 5, 2021
TO: City Council.
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the meeting minutes of the July 6, 2021 and July 20, 2021 regular meetings as presented.

BACKGROUND

That the City Council approve the meeting minutes as presented.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 07 06 2021 CC Regular Meeting
2. MINUTES 07 20 2021 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
July 6, 2021

A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk.

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Adam Smith, Project Manager; Jason Zaragoza, Deputy City Attorney; Jason Benites, Police Chief; Denise Shadinger, Assistant Chief of Police; Eric Sonstegard, Assistant Chief of Police; Police Commander Timothy Kelley; Senior Officer Jeffrey Kay; Police Officer Corbin Hames; John Colamarino, Assistant Fire Chief; Brian Yanez, Acting Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, Senior Civil Engineer; Todd Vasquez-Housley, Environmental Resources Division Manager; Kevin Thompson, Parks Manager; Chris Peyton, Water Division Operations Manager; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Kathleen Mallory, Planning & Sustainability Manager; Renee Rakestraw, Community Services Manager; Eden Alomeri, Billing & Licensing Director participated via videoconference.

Karen Schmidt, Regional Affairs Manager and Tyler Aguirre, Customer Programs Manager, with Clean Power Alliance also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Debbie Mitchell (C.3)

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

Name of case: In Re Purdue Pharma, L.P., et al.

United States Bankruptcy Court, Southern District of New York, Case No. 19-23649 (RDD)

Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

(Government Code section 54956.9(d)(2))

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

Legislative Body: City Council

3. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)

Title: City Manager

This item is to be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

Legislative Body: City Council

4. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)

Title: City Attorney

This item is to be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

Legislative Body: City Council

At 4:33 p.m., the City Council recessed to a closed session. At 6:05 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES (6:08 PM)

The flag salute was followed by a moment of silence.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of July, 2021 as "Parks and Recreation Month."

Mayor Zaragoza read the proclamation and presented it to Angela Whitecomb, Chair of the Parks, Recreation and Community Services Commission, who made some remarks. City staff Kevin Thompson, Parks Manager and Renee Rakestraw, Community Services Manager were also present and made remarks.

2. SUBJECT: Recognition of Oxnard Police Department officers who received the "Medal of Merit" and the "Investigator of the Year Award" from the Peace Officers Association of Ventura County.

Mayor Zaragoza read the proclamation and presented it to Police Commander Timothy Kelley,

Senior Officer Jeffrey Kay, and Police Officer Corbin Hames which made some remarks. Police Chief Jason Benites was also present and made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lucy Cartagena (homeless issues/concerns), Douglas Partello (volunteer landscape work), Kate Woertman (short-term rental rules), Francisco Jaena (safety and homeless issues/concerns), and Ray Blattel (fireworks/safety concerns). Written comments were also received from Ray Blattel (fireworks).

G. REPORT OF CITY MANAGER

1. City Manager Department

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

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

The City Manager gave a report on the City's COVID-19 response. No formal action was required.

2. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only (0/5/5)

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period November 20, 2020 through June 30, 2021.

The City Manager gave a report. Information only, no formal action was required.

H. CITY COUNCIL REPORTS

Councilmember Perello attended the Dunes Neighborhood meeting and they requested that the shrubs along Harbor Boulevard be trimmed. He acknowledged and thanked Lucy Cartagena and Francisco Jaena for volunteering their time and being part of the Homeless Commission. He is grateful for Fire Chief Hamilton for his service and assisting with the Surfside disaster in Florida. He is also concerned about the safety traffic issues on Vineyard Avenue due to extensive car racing in that area.

Councilmember Madrigal attended the Grand Re-Opening of the Senior Center located on Marquita Street in La Colonia community. He also attended the Rose Park Neighborhood meeting. Mr. Alfonso Arroyo was elected new chair during this meeting. He reported that City staff continues the repair the work on the streets in the La Colonia neighborhood, and work is also starting on the new high school on Del Sol.

Councilmember Teran also thanked and acknowledged Fire Chief Hamilton for his service and assistance at the Surfside disaster where a 12-story residential building partially collapsed in South Florida. He is also concerned about the traffic speeding on C Street, Roderick and

Robert Streets. Vehicles are driving by faster than the posted speed limits and vehicles are illegally parking by the two way stop. Councilmember Teran announced that he and Councilmember Perello will be working with the County of Ventura and City staff to hold a community meeting to inform the public on the SCR-1 Levy project. He also thanked the organizers and City staff which organized and put in all the work to assist in making the Black Lives Matter (BLM) event happen which was a great event of inclusiveness for our community.

Mayor Zaragoza announced that he also attended with Councilmember Madrigal the Grand Re-Opening of the Senior Center in La Colonia. He thanked the Oxnard Police Department for their efforts to keep the community safe during the Fourth of July holiday. He reported that Campus Park will be cleaned-up, the grass will be mowed and the weeds will be pulled. He also thanked Chief Hamilton for his service and assistance during the Surfside Florida disaster.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K-7 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Lucy Cartagena (K.3) and Erik Fruth (K.3).

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the January 5, 2021 and January 25, 2021 regular meetings as presented.

2. Community Development Department

SUBJECT: City of Oxnard Participation in Clean Power Alliance Power Ready Program (Solar and Battery Backup) for the Building Located at 214 South C Street (Service Center). (0/10/5)

RECOMMENDATION: That the City Council support the City's continued evaluation of participation in the Clean Power Alliance Power Ready Program for the installation of solar roof top photovoltaic and battery storage to support building operations at 214 South C Street (aka "the Service Center"). (Community Services, Public Safety, Housing & Development Committee approved 3-0.)

3. Police Department

SUBJECT: Memorandum of Agreement with the Oxnard Community K-9 Foundation, and Acceptance of Equipment in the amount of \$265,000.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,474** accepting a donation of one (1) Lenco BearCat rescue vehicle to the City of Oxnard, for use by the Oxnard Police Department, and authorizing the Mayor to execute a

Memorandum of Agreement (MOA) with the Oxnard Community K-9 Foundation relating to the City's use of the same. (This item did not originate in Committee.)

4. Public Works Department

SUBJECT: Third Amendment to Agreement A-7974 with the County of Ventura Work Release Program.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7974 with the County of Ventura to extend the term to July 18, 2024 for maintenance tasks and special projects. (Public Works and Transportation Committee approved 3-0.)

5. Public Works Department

SUBJECT: Purchase Order #8093 with Famcon Pipe & Supply, Inc. for Water Infrastructure Parts and Supplies.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order #8093 with Famcon Pipe & Supply, Inc. for water infrastructure parts and supplies in the amount not to exceed \$550,000 for a one-year term with an option to extend for an additional year. (Public Works and Transportation Committee approved 3-0.)

6. Public Works Department

SUBJECT: Approve Caltrans Project Specific Maintenance Agreement A-8251, Third Amendment to Agreement A-8094 with WKE, Inc., and First Amendment to Agreement A-8017 with the County of Ventura for the Rice Avenue at Fifth Street/State Route 34 Grade Separation Project.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8251 between the State of California Department of Transportation and the City of Oxnard for roadway and bridge maintenance on Rice Avenue over State Route 34;
2. Approve and authorize the Mayor to execute a Third Amendment to WKE, Inc. Agreement A-8094, to increase the amount by \$96,316.76, for a new not to exceed contract value of \$9,005,397.70 to complete the Plans, Specification and Estimates for Project 133101; and
3. Approve and authorize the Mayor to execute a First Amendment to County of Ventura Agreement A-8017, to increase the amount by \$154,962.26, for a new not to exceed contract value of \$654,962.26 to provide project management assistance associated with Project 133101. (Public Works and Transportation Committee approved 3-0.)

7. Public Works Department

SUBJECT: Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie to Supply and Deliver Bale Wire for the Del Norte Regional Recycling and Transfer

Station.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order #8098 with Accent Packaging, Inc. dba Accent Wire-Tie in the amount not to exceed \$375,000 for the supply and delivery of bale wire for a three-year term ending June 30, 2024. (Public Works and Transportation Committee approved 3-0.)

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, Teran, and Lopez voted in favor; motion passed 7-0.

L. REPORTS

1. City Manager Department

SUBJECT: Introduction of American Rescue Plan Act's Local Government Recovery Decision Making Timeline.

RECOMMENDATION: That the City Council receives and files this informational report about the City's timeline to make decisions on investments of the American Rescue Plan Act's local government recovery funds.

Alexander Nguyen, City Manager, presented. Shiri Klima, Deputy City Manager; Jason Zaragoza, Deputy City Attorney; and Adam Smith, Project Manager answered questions. No public comments were received. Discussion ensued among the Council and staff. No formal action was required.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:25 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
July 20, 2021

A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk.

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; John Colamarino, Assistant Fire Chief; Brian Yanez, Acting Public Works Director; Steve Howlett, Assistant Public Works Director; Juanita Guzman, Administrative Services Manager; Tatiana Arnaout, Senior Civil Engineer; Jan Hauser, Wastewater Division Manager; Badaoui Mouderrres, Technical Services & Water Quality Manager; Timothy Beaman, Supervising Civil Engineer; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Isidro Figueroa, Principal Planner; Kathleen Mallory, Planning & Sustainability Manager; Kevin Riper, Chief Financial Officer; Eden Alomeri, Billing & Licensing Director; and Albert Gauthier, IT Director; participated via videoconference.

Lilly Rudolph with Rincon Consultants; Ethan Edwards and Gena L. Guisar with CSG Consultants; Nick Kral with Harris & Associates Consultants; John Loftus, Developer; and Tanner Shelton with Jensen Design also participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: City of Oxnard v. Brownstein, Hyatt, Farber, Schreck, LLP
Los Angeles County Superior Court, Case No. 20STCV19575
Legislative Body: City Council
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
Property: 1800 Solar Drive, Oxnard, CA (APN 213-0-070-055)

Agency Negotiators: Omar Castro, Tim Genske and Brian Hutchenson

Negotiating Parties: City of Oxnard and Mission Produce Inc.

Under Negotiation: Price and terms of payment

Legislative Body: City Council

At 4:32 p.m., the City Council recessed to a closed session. At 5:45 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Douglas Partello (homeless concerns/people living in their vehicles). Written comments were received from Bryan Bondy, Executive Director at Mound Basin Groundwater Sustainability Agency (MBGSA).

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

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

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

The City Manager gave a report on the City's COVID-19 response. No formal action was required.

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

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's Downtown Design Review Committee. (0/5/5)

RECOMMENDATION: That the City Council make the following appointments to the Downtown Design Review Committee: David Ferrin and Tyson Cline. (This is item did not originate in Committee).

Shiri Klima, Deputy City Manager presented and answered questions. Public comments were received from Lucy Cartagena. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Lopez, to approve the Information/Consent items as presented. VOTE: Basua, Lopez, MacDonald, Madrigal, Perello, Teran, and Zaragoza voted in favor; motion passed 7-0.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1 through J-7 were discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the February 2, 2021; February 4, 2021; February 16, 2021; and February 25, 2021 regular meetings as presented.

2. Community Development Department

SUBJECT: Agreement #9201-21-CD with Rincon Consultants and Agreement #9202-21-CD with CSG Consultants, Inc. for On-Call Planning and Permit Processing Services.

RECOMMENDATION: That the City Council approve Agreement #9201-21-CD with Rincon Consultants (Rincon) in the amount of \$750,000 and Agreement #9202-21-CD with CSG Consultants, Inc. (CSG) in the amount of \$250,000, for on-call Planning and Permit Processing Services for a period of three-years with up to two one-year extensions. (Community Services, Public Safety, Housing & Development Committee approved 3-0.)

3. Public Works Department

SUBJECT: Amendments to On-Call Professional Services Agreements.

RECOMMENDATION: That the City Council authorize the Mayor to execute the following Amendments totaling \$1,250,000 for on-call professional service agreements:

1. First Amendment to Agreement 8699-19-PW with Filippin Engineering, Inc. to increase the contract by \$150,000 for a new contract value amount of \$400,000 with a term date of September 3, 2022;
2. First Amendment to Agreement 8795-19-PW with Casamar Group, LLC to increase the contract by \$300,000 for a new contract value amount of \$500,000 with a term date of October 14, 2022;
3. Second Amendment to Agreement 8256-18-PW with Twining, Inc. to increase the contract by \$250,000 for a new contract value amount of \$600,000 with a term date of December 31, 2021;
4. Second Amendment to Agreement A-8079 with Leighton Consulting, Inc. to increase the contract by \$250,000 for a new contract value amount of \$600,000 with a term date of December 31, 2021; and
5. Third Amendment to Agreement A-8177 with Encompass Consultant Group, Inc.

to increase the contract by \$300,000 for a new contract value amount of \$800,000 with a term date of October 1, 2022.

(Public Works and Transportation Committee approved 3-0.)

4. Public Works Department

SUBJECT: Operational Technical Services, LLC, Agreement A-8335 for On-Call Operations Support for Water, Recycled Water and Wastewater.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8335 with Operational Technical Services, LLC, (OTS) in the amount not to exceed \$400,000 for a three-year term ending July 20, 2024, for on-call operational support services for Water, Recycled Water and Wastewater Divisions. (Public Works and Transportation Committee approved 3-0.)

5. Public Works Department

SUBJECT: Agreement A-8330 with Carollo Engineers, Inc. for Studies Related to Food Waste Preprocessing and Implementation of Co-digestion Project PW 21-49.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8330 with Carollo Engineers, Inc. in the amount not to exceed \$246,744 and a term date of July 19, 2022 for professional services for the OWTP Reliability Improvement Projects.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

6. Public Works Department

SUBJECT: Annual Reports and **Resolution No. 15,475** on Development Impact Fees (AB1600) for Fiscal Years Ended June 30, 2018, June 30, 2019 and June 30, 2020 and Five-Year Report.

RECOMMENDATION: That the City Council:

1. Receive and file the annual development impact fee reports (AB1600) for the fiscal years ended June 30, 2018, June 30, 2019 and June 30, 2020; and

2. Adopt **Resolution No. 15,475** of the City Council making findings and reaffirming the necessity of certain Development Impact Fees.

(This item did not originate in Committee.)

7. Human Resources Department

SUBJECT: Termination of City of Oxnard City Corps Social Security Replacement Plan.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,476** terminating the already-frozen City of Oxnard City Corps Social Security Replacement Plan, authorizing distribution of all refunds and benefits under the Plan following such termination, and delegating authority to take all necessary and appropriate actions to effectuate the Plan's termination.

(The Finance and Governance Committee approved 3-0 on June 22, 2021, to approve the staff recommendation and to forward the item for Council approval.)

It was moved by Councilmember Lopez, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, Teran, and Lopez voted in favor; motion passed 7-0.

K. REPORTS

1. Community Development Department

SUBJECT: Avalon Homes Project Affordable Housing In-Lieu Fee Request: Planning and Zoning (PZ) Permit No. 20-600-07 (Pre-Application) located southeast of the corner of South Harbor Boulevard and West Fifth Street and just north of the existing Oxnard Dunes subdivision (APNs: 196-0-010-275, -225, and -235). (0/10/10)

RECOMMENDATION: That the City Council receive a summary report and provide comments on a Pre-Application request by Oxnard Dunes, LLC to pay the City's Affordable Housing In-Lieu Fee estimated at \$2,016,000 instead of constructing six (6) affordable housing units onsite for a proposed residential subdivision project consisting of a maximum of 56 residential dwelling units on 8.75 acres of a 38.33 acre property consistent with Ordinance No. 2980. (This item did not originate in Committee.)

Isidro Figueroa, Principal Planner, presented and answered questions. Public comments were received from Roger Poirier, Oxnard Parks, Recreation, and Community Services Commissioner. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

2. Community Development Department

SUBJECT: Master License Agreement For Wireless Installation on Municipal Facilities. (0/10/10)

RECOMMENDATION:

That the City Council Approve **Resolution No. 15,477** for the MLA, inclusive of the Site Permit Process and Design Standards, for Wireless Installation on Municipal Facilities. (Public Works and Transportation Committee provided input and recommended Council Consideration of the subject matter with a 3-0 vote).

Ken Rozell, Chief Assistant City Attorney, answered questions. Public comments were received from Daisy M. Uy Kimpang, Municipal Engagement Partner at Verizon Wireless and Diana Rojas, Real Estate and Regulatory Affairs Manager at Verizon Wireless. Discussion ensued among the Council and staff.

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

3. Public Works Department

SUBJECT: Introduction of an Ordinance Amending Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal of the Oxnard City Code. (0/10/10)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an ordinance amending Oxnard Code of Ordinances, Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal, sections:

- 19-3 Abbreviations;
 - 19-4 Definitions;
 - 19-25 Prohibited; discharge standards;
 - 19-26 Local limits;
 - 19-36 Additional pretreatment measures;
 - 19-43 Discharges from food establishments, vehicle maintenance facilities, and commercial and industrial laundries; and
 - 19-51 Industrial wastewater discharge permit requirements
- (Public Works and Transportation Committee approved 3-0).

Brian Yanez, Acting Public Works Director and Badaoui Mouderrres, Technical Services & Water Quality Manager presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

4. Public Works Department

SUBJECT: Award Agreement A-8354 to Toro Enterprises, Inc., for La Colonia Green Alleys Improvement Project, Specification No. PW 18-63. (0/5/5)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8354 with Toro Enterprises, Inc. in the amount of \$1,472,882.50 for the La Colonia Green Alleys Improvement Project, Specification No. PW 18-63 (Project No. 183104).
2. Approve \$147,288 for project contingency for the La Colonia Green Alleys Improvement Project (Project No. 183104);
3. Approve \$147,288 for engineering, inspection, survey and project management for the La Colonia Green Alleys Improvement Project (Project No. 183104);

4. Approve a budget appropriation transfer of \$873,216 from the Street Maintenance Operations General Fund (101) budget to the General Fund Capital Outlay Fund (301) budget for these improvement projects.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Brian Yanez, Acting Public Works Director, was available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

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

5. Public Works Department

SUBJECT: Award Agreements to Granite Construction Company: A-8353 for On-Call Arterial Streets Improvement Project, Specification No. PW 21-88, Agreement A-8352 for On-Call Concrete Improvement Project, Specification No. PW 21-90 and Agreement A-8351 for On-Call Local and Collector Streets Improvement Project, Specification No. PW 21-87. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the City Manager to:

1. Execute Agreement A-8353 with Granite Construction Company in the not to exceed amount of \$12,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to \$36,000,000, for On-Call Arterial Streets Improvements, Specification No. PW 21-88 (Project No. 223102);

2. Execute Agreement A-8352 with Granite Construction Company in the not to exceed amount of \$10,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to \$30,000,000, for On-Call Concrete Improvements, Specification No. PW 21-90 (Project No. 215709);

3. Execute Agreement A-8351 with Granite Construction Company in the not to exceed amount of \$12,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to \$36,000,000, for On-Call Local and Collector Streets Improvements, Specification No. PW 21-87 (Project Nos. 183106, 203102, 205702, 215707, 215708, 223106); and

4. Approve budget appropriation transfers of \$3,863,784 from the Street Maintenance Operations General Fund (101) budget to the Capital Outlay Fund (301) budget for these improvement projects in FY 2021-22.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Brian Yanez, Acting Public Works Director and Tatiana Arnaout, Senior Civil Engineer presented and answered questions. Public comments were received from Douglas Partello. Discussion ensued among the Council and staff.

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

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:07 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor



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

DATE: October 5, 2021

TO: City Council

FROM: Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

SUBJECT: Agreement A-8369 with Holloway Environmental Solutions, LLC for Biosolids Hauling and Disposal Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8369 with Holloway Environmental Solutions, LLC, in the amount not to exceed \$5,000,000 for a three-year term ending October 31, 2024, for Biosolids Hauling and Disposal Services for the Wastewater Division.
(Public Works and Transportation Committee approved 3-0.)

BACKGROUND

As a result of the wastewater treatment process, biosolids are generated, which are the organic material remnants after wastewater is treated. Biosolids are collected at the Oxnard Wastewater Treatment Plant (OWTP) primary clarifiers and secondary sedimentation tanks where they are processed by digesters. Digested solids are then dewatered using belt filter presses, loaded onto trailers, and transported to a disposal site by a third party contractor, where the City is charged based on trailer tonnage. The OWTP produces approximately 80 wet tons of Class B biosolids per day, which contain the minimum level of pathogen reduction for land application and surface disposal and must be managed at sites with little public contact.

DISCUSSION

On June 28, 2021, the Purchasing Department released Request for Bid (RFB) PW 21-93 for Biosolids Hauling and Disposal Services. The bid was posted to publicpurchase.com, [dodge analytics](http://dodgeanalytics.com), as well as the Oxnard website. Bids closed on July 22, 2021 and a total of three (3) responsive bids were received.

Vendor	Disposal Site	Price/ Ton Year 1	Price/ Ton Year 2	Price/ Ton Year 3
Holloway Environmental Solutions, LLC	14045 Holloway Road, Lost Hills, CA	\$48.00	\$49.00	\$50.00
Liberty Composting, Inc.	12421 Holloway Road, Lost Hills, CA	\$61.12	\$61.12	\$61.12
Synagro West, LLC	14479 Cougar Road, Helendale, CA	\$61.75	\$63.60	\$65.51

Holloway Environmental Solutions, LLC (Holloway) was deemed the lowest responsive bidder by the Purchasing Department. Prices are based on a per tonnage basis and are subject to a fuel price adjustment. A fuel price adjustment will be applied to the base price in the form of a discount or a surcharge in event that the monthly average fuel price

fluctuates 10% from the reference price of \$3.70 per gallon. Fuel discount/ surcharge will be \$0.02 for every \$0.01 under/over the price threshold.

The Holloway disposal site is a Class III non-hazardous industrial waste landfill facility. The site operates under an approved Conditional Use Permit, Waste Discharge Requirements Order No. 97-078, and a Solid Waste Facility Permit (SWIS 15-AA-0308-010-A) issued by the Kern County Environmental Health Services Division. This permit grants Holloway permission to backfill 331 acres of open pits and land depressions that were created by a gypsum mining operation.

Holloway has provided satisfactory biosolids hauling and disposal services to the Wastewater Division for the last three (3) years and has agreed to the terms of the contract which will require them to:

- Maintain certified scales at the disposal site
- Ensure trailer loads meet weight and distribution requirements
- Ensure trailers are clean and odor free
- Ensure trailers roadworthy and free of leaks
- Maintain all necessary regulatory permits
- Provide emergency response plan for spills
- Adhere to the City's biosolids hauling schedule

Holloway meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this three-year agreement with Holloway for biosolids hauling and disposal services for the Wastewater Division shall not exceed \$5,000,000, with an estimated spending plan of \$1,500,000 in Fiscal Year 2021-22. This agreement will be funded with existing appropriations from the Wastewater Operating Fund 621 (account 621-6202-844-8268). The remaining contract balance will be requested in subsequent fiscal years.

Biosolids Hauling Spending Plan				
Division	FY 21-22	FY 22-23	FY 23-24	TOTAL
Wastewater Operations	\$1,500,000	\$1,700,000	\$1,800,000	\$5,000,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on September 14, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Biosolids Agreement A-8369

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: November 1, 2021
- (2) Vendor: Holloway Environmental Solutions, LLC
- (3) Services: Biosolids hauling from Oxnard Wastewater Treatment Plant to Holloway landfills in Lost Hills, Kern County, CA.
- (4) Schedule of Services: See Schedule of Services Exhibit
- (5) Agreement Ending Date: October 31, 2024
- (6) Total Agreement Amount: \$5,000,000.00
- (7) City's Project Manager: Roberto Fuentes
- (8) Vendor's Project Manager: Jeff Rogers
- (9) Insurance Coverage: INS-B
- (10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

Holloway Environmental Solutions, LLC
Attn: Jeff Rogers
2019 Westwind Dr. Suite B
Bakersfield, CA 93301

FOR CITY:

City of Oxnard
Attn: Roberto Fuentes
305 W. Third St., 3rd Floor
Oxnard, CA 93030

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Jeff.rogers@hnholloway.com

CITY'S PROJECT MANAGER:

Roberto.fuentes@oxnard.org

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Schedule of Services Exhibit

- ☒ Living Wage Policy Exhibit
- ☐ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-B)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor'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. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

17. Documents and Materials.

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

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

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

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

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

18. Confidentiality of Information.

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

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

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

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

 Brian E. Maxted, CEO² _____ Date

 Dan Allen, COO _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must 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.

SCOPE OF SERVICES EXHIBIT

Contractor shall provide transport and disposal services of Class B biosolids from the Oxnard Wastewater Treatment Plant (OWTP) to a legally permitted disposal or beneficial reuse site in compliance with 40 CFR Part 503 and any other applicable federal, state, or local regulations.

Contractor shall satisfy the following operational conditions:

1. Contractor shall follow the baseline schedule as set forth in attachment (A) for the transport of biosolids. Scheduled hauling shall occur Monday through Saturday, and Sunday if requested by the City. The schedule may be changed by either party through a mutually agreeable modification. Contractor shall abide by all laws, regulations, safety rules and practices at the OWTP and disposal site.
2. No loaded biosolids trailer shall remain at the OWTP site longer than forty eight (48) hours, without approval from the City. City shall be responsible for loading and shuttling biosolids trailers to and from the OWTP loading area.
3. The City requires that the Contractor use certified scales at the disposal site to accurately account for all biosolids delivered from the OWTP to the disposal site. Contractor shall provide annual scale certification to the City. Weight slips for each trailer load shall be submitted with the monthly Invoice. Monthly invoices shall include a spreadsheet indicating daily certified weight from each trailer.
4. City will load all biosolids into Contractor supplied trailers for transportation by Contractor to disposal site. The transportation services shall comply with the following provisions:
 - a. Contractor shall comply with all traffic scheduling, routing, health and safety rules, and regulations governing traffic to and from the OWTP.
 - b. Contractor shall ensure that materials from other sources do not contaminate or mix with OWTP generated biosolids.
 - c. Contractor shall ensure clean and odor-free empty trailers are provided for biosolids hauling.
 - d. Loaded biosolids shall become the property of the Contractor immediately upon the Contractor taking possession of the biosolids. Possession shall be defined as contractor connecting a loaded biosolids trailer to contractor's transport vehicle.
 - e. Contractor shall supply an adequate number of trailers to transport biosolids from the OWTP to the disposal site. No fewer than two (2) trailers will be available on-site at the OWTP at all times to accommodate the City's solids dewatering schedule. The trailers shall have capacity for a minimum of 22 tons and shall meet all California vehicle code requirements for weight and load distribution when normally filled. City will attempt to load the trailers reasonably close to, but not over, the capacity of the trailers. Trailers shall be free of any biosolids on the exterior, tightly covered, and watertight to prevent dripping and spilling during transportation.
 - f. Contractor shall inspect each trailer for roadworthiness prior to leaving the OWTP site as required by California Vehicle code and shall correct any safety problems before transporting biosolids. All traffic citations or citations for violations of health and safety regulations by law enforcement or regulatory agencies shall be the responsibility of the Contractor.
 - g. It shall be the responsibility of the Contractor to assure that each transported load meets weight and load distribution requirements before transport. If any load does not meet these requirements, Contractor will notify the City's representative before moving the trailer outside the OWTP. City will coordinate the redistribution of weight as needed.
 - h. Contractor shall ensure transport trailers do not leak hydraulic fluid or any other foreign substance. In the event that a leak does occur, Contractor shall be responsible for the cleanup.

5. Contractor's disposal site shall have and maintain necessary environmental and regulatory permits and shall remain in good standing with the Environmental Protection Agency, State of California, and local agencies that regulate its activities.
6. All related operational permits for disposal or reuse of Class B biosolids at the disposal site shall be kept current. Contractor shall provide this information to the City when requested.
7. The City shall be copied on annual operations reports sent by the Contractor to the Environmental Protection Agency, the State, the Regional Water Quality Control Board, and local agencies.
8. Contractor shall provide a copy of their emergency response plan for spills and other contingencies.

RATES AND COSTS EXHIBIT

Transport and disposal services of Class B biosolids	Estimated daily wet tons	Unit Price (per ton)	Daily Price
Rate for November 1 st , 2021 – October 31 st , 2022	80	\$ 48.00	\$ 3,840.00
Rate for November 1 st , 2022 – October 31 st , 2023	80	\$ 49.00	\$ 3,920.00
Rate for November 1 st , 2023- October 31 st , 2024	80	\$ 50.00	\$ 4,000.00

Request Fuel Service Charge:

To account for fluctuations of retail diesel prices, Proposers shall include a Fuel Price Adjustment (FPA) in the Cost Proposal and during any contracts resulting from this RFP. The following FPA formula shall be calculated monthly and applied to the Base Cost:

The “Retail fuel price” for the purposes of this formula is the monthly average of all weekly diesel fuel prices (\$/gallon) published by the U.S. Department of Energy, in the Energy Information Administration (EIA) Retail On-Highway Diesel Price Index for California. These values are available at <http://www.eia.gov>.

For the purpose of the FPA calculation, a nominal value of 25 WT/trip is used. The “Reference Price” will be set at plus or minus 10% of the current retail price at the time of contract award. No FPA shall apply if the retail fuel price is within 10% of the price at contract award.

Holloway staff will work with City staff to ensure the fuel surcharge is calculated accurately for each billing period.

A Fuel Price Adjust (FPA) in the form of a surcharge or discount will be made to the **base** fee in dollars per wet ton on a monthly basis as described in the formulas show below. The FPA will not apply during periods when the monthly average of all weekly diesel fuel prices supplied by the US Department of Energy in the Energy Information Administration (EIA) California Retail on-Highway Diesel Price Index for a given month within 10% of \$3.70 per gallon, or between \$3.33 and \$4.07 per gallon.

Example (For illustrative purposes only, numbers are purely examples)

The Fuel Surcharge or discount shall be calculated as follows:

$$\text{FPA} = (\text{Retail Fuel Price} - \text{Reference Price}) \times 330 \text{ miles} / 5.5 \text{ milers per gallon} / 25 \text{ tons}$$

Where:

Retail Fuel Price = Average of all weekly diesel fuel prices supplied by US DoE

Reference Price= \$3.33 when Retail Fuel Price is below \$3.33 per gallon

\$4.07 when Retail Fuel is priced above \$4.07 per gallon

Example No. 1 - Fuel Surcharge

Assume Fuel Price = **\$4.50 per gallon**

FPA = [\$4.50 - \$4.07] x 232 miles/5.5 mpg/25tons= **\$0.73** per wet ton

Total Fee = \$41.00 + \$0.73 = **\$41.73** per wet ton

Example No. 2 - Fuel Discount

Assume Fuel Price = **\$2.50 per gallon**

FPA = [\$2.50 - \$3.33] x 232 miles/5.5 mpg/25tons= **-\$1.40** per wet ton

Fee= \$41.00 - \$1.40 = **\$39.60** per wet ton

ase Fee = \$41.00

SCHEDULE OF SERVICES EXHIBIT**City of Oxnard Wastewater Treatment Plant Biosolids Hauling Schedule**

The following schedule represents the time a biosolids trailer would need to be made available for loading. Trailer schedule is subject to change.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
06:00 AM	06:00 AM	06:00 AM	06:00 AM	06:00 AM	06:00 AM	As Needed
08:00 AM	08:00 AM	08:00 AM	08:00 AM	08:00 AM	08:00 AM	As Needed
10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	-	As Needed
12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	-	As Needed

INSURANCE EXHIBIT- 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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT 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		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">ENDORSEMENT NO.</td> <td style="width: 50%;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)				
ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)								
PRODUCER Telephone: _____ NAMED INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"> POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ </td> </tr> <tr> <td style="width: 50%;"> Policy Period: (from) _____ LOSS ADJUSTMENT EXPENSE ☐ In Addition to Limits </td> <td style="width: 50%;"> (to) _____ Included in Limits </td> </tr> <tr> <td colspan="2"> ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____ </td> </tr> </table>			POLICY INFORMATION: Insurance Company: _____ Policy No.: _____		Policy Period: (from) _____ LOSS ADJUSTMENT EXPENSE ☐ In Addition to Limits	(to) _____ Included in Limits	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____	
POLICY INFORMATION: Insurance Company: _____ Policy No.: _____									
Policy Period: (from) _____ LOSS ADJUSTMENT EXPENSE ☐ In Addition to Limits	(to) _____ Included in Limits								
☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____									
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS Retroactive Date _____ ☐ Claims Made ☐ Occurrence							
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <td style="width: 30%; text-align: center;">EACH OCCURRENCE</td> <td style="width: 70%; text-align: center;">AGGREGATE</td> </tr> <tr> <td style="height: 100px;"> </td> <td style="height: 100px;"> </td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____
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 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 Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
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:			
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. 1. 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. 2. 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. 3. 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. 4. 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. 5. 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: _____			

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.



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

DATE: October 5, 2021

TO: City Council

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

SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) for Downtown Security Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a four (4) - year agreement (contract number A-8370) for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants ("PSC") in the amount not to exceed \$1,260,000.00.

(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on September 14, 2021.)

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

<https://youtu.be/bLNmATv2Rgg>

BACKGROUND

The City has maintained trade services agreements with private patrol operators to provide uniformed security guard services in the Central Business District ("CBD") since 2005. These services have been an effective supplement to the Police Department's presence in the downtown area, helping address quality of life issues and deterring crime.

For purposes of this agreement, the CBD is generally defined as the area in Downtown Oxnard that is bordered by Wooley Road to the south, Second Street to the north, the west alley of "C" Street to the west, and the east alley of Meta Street to the east.

Private patrol operators are expected to have an increased level of interaction with downtown businesses and visitors, and to be actively engaged in promoting a "safe, clean, and thriving downtown." Some of the main expectations of the CBD security "ambassadors" include the following:

- Observe and report illegal, hazardous, or suspicious activities to law enforcement.
- Provide information as directed to employees, the public, and visitors to the CBD.
- Serve as a helpful person to visitors, travelers, business owners, and employees within the CBD.
- Assist the Fire Department, Police Department, and emergency medical services, as necessary.

During the fall of 2016, staff from the Oxnard Public Library ("Library") requested security guard coverage. This included a security guard presence during the Library's operating hours, and to "help maintain an atmosphere conducive to library study while protecting library users, staff, materials, furniture, equipment and premises." The existing contract was amended, and was approved by the City Council on January 24, 2017 (Item I.3.A).

In February of 2017, the City Treasurer requested an armed security guard presence at the Oxnard Service Center

("Service Center") during its hours of operations. Among a number of City offices, the Service Center also houses the City Treasurer's Office and the Licensing Office. These offices provide services to the public, including the receipt of payments for matters related to utility billing, business licensing, and other services that involve cash handling.

Overall, the current schedule for CBD security guard services provides 136 security guard-hours per week, including forty (40) hours for a security supervisor. The Library accounts for an additional sixty (60) security guard-hours per week, who remain onsite. Coverage at the Service Center will require an additional fifty-two (52) armed security guard-hours per week.

An RFP was distributed in June of 2021. Per section 6 of the City's Purchasing Manual, the process to select the vendor through an RFP may be used as a basis for entering into a contract when the price will not necessarily be the predominant award criteria. Ten (10) proposals were received, and following a rating process, PSC was selected. The rating panel consisted of a Police Commander, a Senior Police Officer, and managers from both the Library and the Service Center. PSC's quote of \$284,000 per year was the lowest quote of the ten (10) proposals. In addition to cost, the panel considered the vendor proposals, qualifications, experience with similar contracts, past performance, evidence of good organizational and management practices, ability to reliably provide security personnel, and the quality of presentation. Vendors were also required to propose a security plan that was specific to the CBD's needs, including the ability to provide these services within the available budget. PSC was selected based on the above criteria, as the rating panel believed it provides the services that best suit the current needs of the CBD and civic center.

The Oxnard Downtown Improvement District ("ODID") is a financial contributor to CBD security services, and will be billed directly by PSC.

Once operational, the selected security services provider will act as a partner with the Police Department personnel that are assigned to work in the CBD, and their day-to-day activities will be coordinated to complement police operations.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

The \$1,260,000.00 value of the agreement with Professional Security Consultants is approximately \$284,000.00 annually. The City's annual portion of the agreement is approximately \$209,000 (\$176K-Police Dept, \$33K-Dept. of Billing & Licensing). The City's Fiscal Year 2021-22 cost of nine months (term beginning 10/1) is sufficiently budgeted in the General Fund Police Department (101-2101-802-8487) and the Department of Billing and Licensing (725-1211-852-8209). The ODID will be billed the remainder of \$75,000 annually. Future years funding will be included in the recommended budget for each fiscal year.

COMMITTEE OUTCOME

The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on September 14, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eric Sonstegard, Assistant Police Chief

ATTACHMENTS

1. Security Services for Oxnard's Central Business District
2. 20210811 A-8370 CBD Security Agreement (1) (1)

Security Services for Oxnard's Central Business District

Jason Benites, Chief

Eric S. Sonstegard, Assistant Police Chief

Christopher Williams, Commander

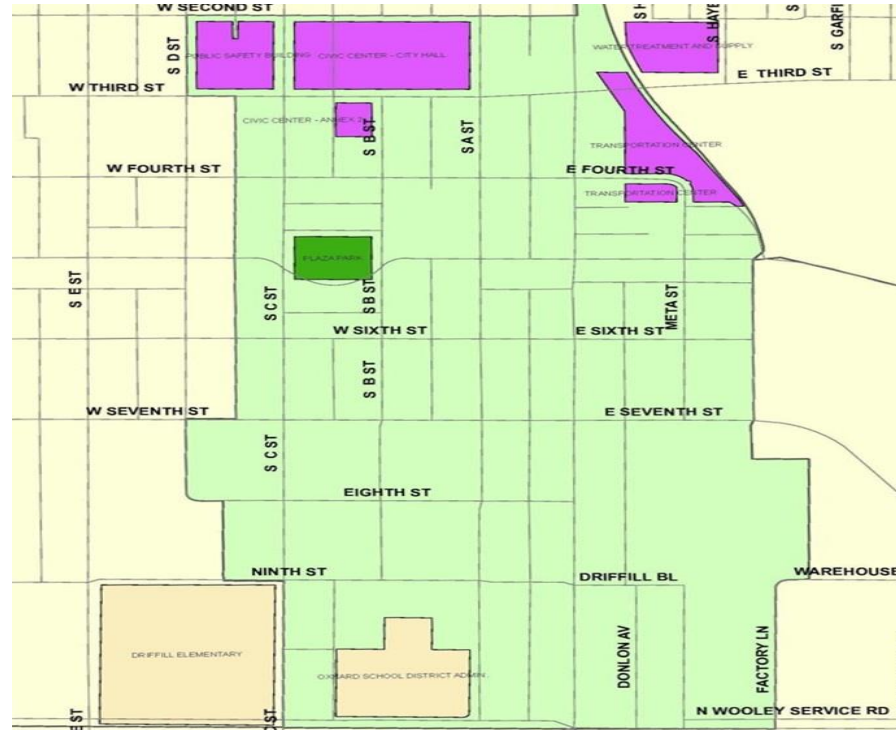
Presentation Objectives

1) Provide a brief overview of security services in the Central Business District (CBD), including:

- Services at City facilities
- Vendor selection process

2) Recommend that the Committee/City Council approve and authorize the Mayor to execute a four (4) year agreement for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants (“PSC”) in the amount not to exceed \$1,260,000.00

Central Business District



Background

- Work closely with Police personnel to address issues related to homelessness and vagrancy
- Engaged in promoting safe, clean and thriving downtown

City Council Strategic Priority:

Economic Development

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

Security Services– CBD

- Services provided within the CBD include the following:
 - Observe/report illegal, suspicious, or hazardous situations to PD
 - Act as ambassadors, providing information as needed to the public, City employees, and those who visit the CBD
 - Assist OFD, EMS, and PD as necessary
 - Work closely with, and maintain direct contact with the Police Department's CBD Officers.

Oxnard Public Library

- In January 2017, security services were added to the Oxnard Public Library (“OPL”). This included:
 - Work with, and in absence of library proctors, enforce Library Code of Conduct
 - Maintain orderly atmosphere conducive to library study
 - Protect library users, staff, materials, furniture, equipment and premises

Oxnard Service Center

- Service Center houses Department of Billing and Licensing, Code Compliance and Traffic Engineering
- Public Services include receipt of payments related to utility billing, business licensing, and other services involving cash handling

Vendor Selection Process

- A Request for Proposal was distributed in June of 2021. Ten (10) proposals were received.
- Rating panel consisted of representatives from the Police Department, Oxnard Public Library, and the Business Center
- Professional Security Consultants (PSC) was selected

Financial Impact

- The \$1,136,348.00 value of the four (4) year agreement is \$284,000.00 annually (not to exceed \$1,260,000.00)
- Police Department is paying:
\$176,220.00
- Service Center is paying: \$32,867.00
- ODID is paying:
\$75,000.00
- This is sufficiently budgeted amongst the Departments

QUESTIONS?

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: October 1, 2021
- (2) Vendor: Professional Security Consultants
- (3) Services: Provide private security services in the area commonly known as the “Oxnard Central Business District,” the Oxnard Public Library (OPL), and the Oxnard Service Center, as described in Exhibit 1
- (4) Schedule of Services: Vendor shall provide the Services during the term of this Agreement, as set forth in the Scope of Services
- (5) Agreement Ending Date: September 30, 2025
- (6) Total Agreement Amount: Not to Exceed \$1,260,000.00 (\$315,000 x 4 years)
- (7) City’s Project Manager: Commander Christopher Williams
- (8) Vendor’s Project Manager: Shaul Maouda
- (9) Insurance Coverage: INS-A
- (10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

Professional Security Consultants
11454 San Vicente Blvd.
Los Angeles, CA 90049
Attn: Shaul Maouda,

FOR CITY:

City of Oxnard
251 South “C” Street
Oxnard, CA 93030
Attn: Christopher Williams,

- (12) Contact Emails: smaouda@pscsite.com

Christopher.williams@oxnardpd.org

VENDOR’S PROJECT MANAGER:

CITY’S PROJECT MANAGER

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

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☐ Schedule of Services Exhibit

- ☒ Living Wage Policy Exhibit
- ☐ Prevailing Wages Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR TRADE SERVICES

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

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor'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. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

17. Documents and Materials.

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

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

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

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

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

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides

services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

VENDOR

X John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

Shaul Maouda, Date
Senior Vice President

Uri Gal, Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must 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.

SCOPE OF SERVICES EXHIBIT

Vendor shall provide security services to the following area:

1. The Property Based Improvement District (PBID) also known as the Central Business District or CBD is managed by the Oxnard Downtown Management District (ODMD). This is an approximately thirty-five square block area in Downtown Oxnard bounded by the north side of Wooley Road to the south, Second Street to the north, the alley west of “C” Street to the west, and the east alley of Meta Street to the east. Security services will focus in and around the multi-level parking structure (Parking Structure) located on the southeast corner of Third Street and “B” Street, “Centennial Plaza,” a Cineplex, restaurant, and shopping complex located at the corner of Fifth Street and “B” Street, and City facilities and building located in the CBD.

A suggested schedule for uniformed patrol persons within the CBD are as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Supervisor	1500-2300	Off	Off	0700-1500	1500-2300	0700-1500	0700-1500	40
Officer	1830-0230	1500-2300	1500-2300	Off	Off	Off	0900-1700	32
Officer	0700-1500	Off	0700-1500	1500-2300	Off	Off	1700-2300	32
Officer	Off	0700-1500	Off	Off	0700-1500	1500-2300	1700-2300	32

2. The Oxnard Main Library (OPL) located at 251 S. “A” Street is owned and operated by the City of Oxnard. The OPL is a 72,000 square foot building which has two main public doors at both the “A” Street side and Parking Lot/Civic Center side, a staff entrance, and a loading dock. It includes administrative workspace, public indoor and outdoor patio space, public restrooms, public meeting space, and a gift shop. Its proximity to the City’s Civic Center, Transportation Center (approximately two blocks), Plaza Park (three blocks), the Winter Warming Shelter (eight blocks), and Heritage Square (four blocks) situate the OPL in a high traffic area. The OPL is open to the public Monday through Thursday 9:00AM to 8:00 PM, Saturday from 9:00 AM to 5:30 PM, and Sundays from 1:00 PM to 5:00 PM. Each year the OPL serves approximately one quarter of a million patrons.

The schedule for unarmed uniformed patrol persons at the OPL is driven by available funding, security demands, and hours of operation. The schedule is subject to change and will be agreed upon by the City and Vendor. A suggested schedule for uniformed Patrol persons at the OPL are as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Officer	0845-1730	1245-1700	1300-1745	1300-1745	1300-1745	1300-1745	Closed	33

3. The Oxnard Service Center located at 214 S. “C” Street, and is also owned and operated by the City of Oxnard. The Service Center has two main public doors at both the “C” Street side and the Parking Lot/Civic Center side, and three staff entrances, two of which are located on the east side of the building and the other on the northwest corner. There are two employee break rooms located on the southwest and northwest corners of the

building. There is an employee patio area with external gate on the northwest corner. There are public restrooms in the lobby and employee restrooms in the north and south wings. There are three conference rooms located off of the lobby. There is a Development Services counter on the south side of the lobby which provides service to Oxnard residents in the area of planning, building, development, engineering, public improvement inspections, traffic engineering, and transportation planning.

The north side of the lobby is occupied by the City Treasurer's Department and Animal Safety Unit providing service to the residents and business community, including conducting City-related payments for utility billing, business licensing, animal safety and cash handling services. The payment windows are equipped with glass partitions above a solid surface counter. There is a payment drop box located in the center of the lobby. All employee entrances are accessed by use of City issued card key. The lobby has a high volume of foot traffic each business day Monday through Thursday 8:00 AM to 6:00 PM and every other Friday 9:00 AM to 5:00 PM. Offices are closed all designated city holidays; however, certain employees may be staffed inside during off hours.

The schedule for **armed** uniformed patrol persons at the Oxnard Service Center is driven by available funding, security demands, and hours of operation. This schedule is subject to change and will be agreed upon by the City and Vendor. The total hours per week will be approximately 52. The vendor will be expected to provide continuous coverage throughout the day (i.e., an on-duty break and lunch period). The proposed schedule for uniformed patrol persons at the Oxnard Public Library is as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday*	Total Hours
Officer	Closed	Closed	0745-1830	0745-1830	0745-1830	0745-1830	0845-1730*	51.75

*Service Center is closed every other Friday; no patrol is necessary on closed Fridays

PRIVATE SECURITY OFFICER AND AMBASSADOR RESPONSIBILITIES:

The assigned private security patrol persons will:

- a. Patrol assigned areas as required.
- b. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately.
- c. Provide information as directed to employees, the public, and visitors of the Central Business District.
- d. Deter loss, damage, or misuse of the property.
- e. Monitor activity occurring within CBD. Investigate any suspicious activity and notify law enforcement when appropriate.
- f. Assist fire department, medical services, and police agencies as necessary.
- g. Maintain and update the security procedures manual, commonly known as "Post Orders."
- h. Maintain a professional appearance at all times.
- i. Provide a daily log noting exceptional events and observations.
- j. Operate the closed circuit television system and maintain its records as required by the City's records retention policies.
- k. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing on City property.

In addition to the Patrol Person Responsibilities listed above, the following responsibilities apply to those patrol persons assigned to the OPL:

- a. The patrol person receives general supervision from the Library Manager. The patrol person should circulate throughout the public areas of the Library to maintain an orderly atmosphere conducive to

library study and enjoyment while protecting library users, staff, materials, furniture, equipment, and premises, and performs related duties as required.

- b. Enforce the Oxnard Public Library Code of Conduct.
- c. Perform duties and responsibilities pertaining to those of the Library Proctors.
- d. Deal effectively and properly with disruptions in a respectful and tactful manner; proactively prevent disruptions.
- e. Protect life and property of library staff and patrons.
- f. Continuously patrol the library with a focus on the major problem areas.
- g. Periodically patrol the outside areas of the library with a focus on the parking lot.
- h. Expel unruly persons and detain more serious offenders for law enforcement.
- i. Check restrooms and areas not open to the public.
- j. Assist at closing times to ensure that all users leave the premise
- k. Upon request, ensure staff safely reach their vehicles.
- l. Perform other duties as required to maintain effective and efficient security.

In addition to the Patrol Person Responsibilities listed above, the following responsibilities apply to those patrol person(s) assigned to the Oxnard Service Center:

- a. The patrol person receives general supervision from the Service Center Manager and staff.
- b. Provide a high visibility representative of the Service Center for patrons and visitors.
- c. Offer customer service to those who ask for it, and those who may look as if they need assistance.
- d. Identify those persons who may be suspicious and alert staff and/or authorities as necessary.
- e. Deter crime and misconduct through high-visibility patrols and interactions with suspicious individuals.
- f. Report violations of the law to police.

VENDOR RESPONSIBILITIES

- a. Vendor will provide adequate supervision for all patrol persons.
- b. Location of guard tour patrols and frequency of patrols will be agreed upon by the Vendor and City.
- c. Vendor shall provide copies of guard tour logs and daily post logs bi-weekly to the City's facilities manager and Police Department, and at any time upon demand.
- d. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
- e. Each security officer and supervisor assigned to this project must be able to speak, read, and write in English.
- f. Vendor employees assigned to this project may be required to submit to a Live Scan and criminal history check performed by the Oxnard Police Department at City's expense with or without notice.
- g. At least one patrol person on site must be bilingual in English and Spanish. Bilingual capabilities in English and Spanish are desirable for patrolpersons.
- h. Vendor will work cooperatively with the Oxnard Police Department to develop protocols for employees to take action required to handle incidents on City property.
- i. The Vendor shall provide written summaries of incidents involving habitual offenders known to the patrol staff, persons or situations causing a concern for public safety, or violence. The written summaries will be transmitted to the Oxnard Police Department's office assigned to the patrol for the downtown and central business district.
- j. ODMD and City reserve the right to reject Vendor employees with or without cause.

REPORTS OF VIOLATIONS OF LAWS

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come

to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

REGULATIONS

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Chief of Police or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or be readily mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

1. No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
2. No patrol person shall wear or be required to wear a uniform shirt which is similar to, or may be mistaken for the uniform shirt of a local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown) or a similar color or hue.
3. When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "Private Security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "Private Security". Across the back to the outermost garment will be permanently marked "District Safety" in a high-contrast color in standard sans-serif characters no smaller than two inches in height.
4. The Chief of Police or designee may authorize a special uniform blazer apparel for a patrol person or uniformed in-house security guard working a fixed post at a specific location, e.g. commercial building lobby and not assigned to a foot or vehicle patrol assignment. The uniform blazer typically consists of a light weight, single-breasted jacket with the insignia or uniform patch affixed over the breast pocket.

Vehicles

1. Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.
2. The private patrol operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.
3. Any vehicle used for private patrol must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.
4. Any required vehicle lettering pursuant to this section shall:
 - a) Consist of a standard sans-serif font with characters no smaller than two inches in height.
 - b) The lettering must be in a high contract color with the background color where affixed.
5. Vehicles owned by the City and used by the private patrol operator are exempt from this section.

RATES AND COSTS EXHIBIT**RATES:**

CITY SECURITY GUARD SERVICES	Cost Per Hour
Security Officer (Unarmed)	\$23.81
Security Officer (Armed)	\$24.31
Supervisor	\$28.19
Holiday Weekend Guard Services, per Patrol Unit	\$35.72

FEE SCHEDULE:

Description	Weekly Hours	Billing Rate	Weekly Cost	Annual Cost
Officer (CBD)	96	\$23.81	\$2,285.76	\$118,859.52
Officer (OPL)	33	\$23.81	\$785.73	\$40,857.96
Armed Officer (Service Center)	52	\$24.31	\$1,264.12	\$65,734.24
Supervisor	40	\$28.19	\$1,127.60	\$58,635.20
Total	221		\$5,463.21	Not to Exceed \$315,000 per year

Work outside of scope of work hours will be billed at 1.5 times the usual billing rate. Holiday rate will be billed at 1.5 times the usual billing rate.

Note: Cost does not include state use/sales tax. PSC will bill additionally, based on the state's current use/sales tax percentage. Wage increases will be reviewed on a case-by-case basis, and any increase as a result of a minimum wage increase will cause additional reduction of hours, unless there is a corresponding increase in funding.

Federal Holiday:

PSC recognizes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Officers that work on these holidays will receive pay equal to 1.5 times their regular rate for each hour performed. Therefore, PSC charges 1.5 times the usual billing rate for officers working during these six (6) Federal holidays.

Additional Security Coverage:

PSC charges time and a half the usual rate for officers working during additional hours for emergency coverage and special events, if client management is unable to provide at least 72 hours advance notice of a required increase in manpower deployment.

Also Included in the Price:

Corporate supervision inspections
 Training
 CPR/First Aid Training and Certification
 Uniforms
 Case Mobile Tour System
 Incident Tracking System
 Background checks and drug testing

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2021**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services

INSURANCE EXHIBIT INS-A

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH 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. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000 with neither Consultant nor listed ~~subconsultants~~ having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. 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 effecting coverage required by this Exhibit INS-A. 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 commencement of services. 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, 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, agents 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, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A, or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).

5. The ~~coverages~~ provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance ~~coverages~~ (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant 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 notice of cancellation.

Endorsement Forms

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

INS-A.doc

Exhibit DNS-A
Page 3**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 [] CLAIMS MADE [x] OCCUR [x] OWNERS & CONTRACTORS PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMPOP 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 Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

Exhibit INS-A
Page 4**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER

Telephone: _____

NAMED INSURED**POLICY INFORMATION:**

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with
an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or
tenancy of the named insured under all written agreements and permits in force with the
City unless checked here ☐ in which case only the following specific agreements and
permits with the City are covered**CITY AGREEMENTS/PERMITS****TYPE OF INSURANCE****GENERAL LIABILITY**

- ☐
- COMMERCIAL GENERAL LIABILITY
-
- ☐
- COMPREHENSIVE GENERAL LIABILITY
-
- ☐
- OWNERS & CONTRACTORS PROTECTIVE

- ☐
- Claims Made
-
- Retroactive Date _____
-
- ☐
- Occurrence

OTHER PROVISIONS**COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐
- GENERAL
-
- ☐
- PRODUCTS/COMPLETED OPERATIONS
-
- ☐
- PERSONAL & ADVERTISING INJURY
-
- ☐
- FIRE 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, 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) ~~products~~ 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
 - 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: _____

Exhibit INS-A
Page 5**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: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

NAMED INSURED

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), hereby accept 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 _____



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.1

DATE: October 5, 2021

TO: City Council
Oxnard Community Development Commission Successor Agency
Oxnard Housing Authority

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

SUBJECT: Sale of Oxnard Community Development Commission Successor Agency-owned property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130) for a total purchase price of \$212,740 to the Oxnard Housing Authority. (0/10/10)

RECOMMENDATION

1. That the Oxnard Community Development Commission Successor Agency adopt a Resolution titled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions."
2. That the Board of Commissioners of the Oxnard Housing Authority conduct a public hearing and adopt a Resolution titled "A Resolution of the Board of Commissioners of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions."
3. That the City Council:
 - i. Conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and
 - ii. Adopt a Resolution titled "A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions."

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/-D4ZAuFF4ms>

BACKGROUND

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

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

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

DISCUSSION

On November 17, 2020, the Oxnard Community Development Commission Successor Agency ("Successor Agency") authorized the Executive Director or designee to execute Agreement No. A-8247 with the Oxnard Housing Authority ("OHA") for the parcel located at 544 Meta Street (201-0-213-140) and APNs 201-0-272-030, 201-0-272-020, and 201-0-213-130 for the purpose of constructing affordable housing. On December 17, 2020, with the DOF's approval, the Successor Agency entered into an Exclusive Negotiating Agreement ("ENA") (Attachment 5) with the OHA to negotiate the terms of a Purchase and Sale Agreement ("PSA") or Disposition and Development Agreement for four (4) of the seven (7) Successor Agency owned properties: APNs 201-0-213-130, 201-0-272-020, 201-0-272-030, and 201-0-213-140 (collectively the Properties).

The approval authorized the Successor Agency to negotiate with the OHA for the purchase of the four Successor Agency-owned parcels for the future development of affordable housing; however, it did not approve specific projects for the parcels.

Successor Agency staff immediately entered into negotiations with the OHA to determine the price and terms under which the OHA would acquire the Properties. Any sale of the Properties would include specific requirements regarding the type of project that would need to be constructed (subject to the Parties going through the City's entitlement process), and ultimate approval of the agreements from the Ventura County Consolidated Oversight Board ("Oversight Board") and DOF. The City retains its approval authority of proposed development to ensure the projects further the City's vision for Downtown; staff has included these requirements as part of the PSA with the OHA.

Successor Agency and OHA PSA

The LRPMP provides data, background information, and pricing information for each of the seven remaining Successor Agency-owned parcels.

The following table lists the LRPMP value of the parcels contemplated in the PSA, as well as the proposed sale price from the Successor Agency to OHA:

APN	LRPMP Value	Proposed Purchase Price
201-0-213-130	\$90,260	\$90,260
201-0-213-140	\$36,500	\$36,500
201-0-272-020	\$42,990	\$42,990
201-0-272-030	\$42,900	\$42,900
	TOTAL PURCHASE PRICE	\$212,740

Purchase and Sale Agreement and Grant Deed Terms

A summary of the terms of both the PSA and Grant Deed (Attachment 1) between the Successor Agency and the OHA is provided below:

PSA

1. Purchase price: \$212,740
2. Escrow Opening Date: Upon Escrow Holder receiving a mutually executed copy of the PSA Agreement
3. Escrow Closing Date: On or prior to December 30, 2022. (Successor Agency has the option to terminate the agreement if the terms of the conditions of escrow are not satisfied by December 29, 2022).
4. Conditions of Escrow:
 - a. The OHA has executed and delivered to the Escrow Holder the executed Grant Deed, attached as Exhibit A to the PSA;
 - b. The OHA has deposited with the Escrow Holder all funds necessary for the Close of Escrow; and
 - c. The OHA has approved a pro forma owner's policy of title insurance for the Properties.
5. Closing Costs: The Successor Agency will pay all closing costs, including the following:
 - a. Any and all state, county, or city documentary stamps or transfer taxes pertaining to the seller's conveyance of the Properties;
 - b. The base escrow fee, plus any additional requested or customary costs;
 - c. The premium for the owner's policy of title insurance for the Properties; and
 - d. Ad valorem taxes, if any, upon the Properties, and ad valorem taxes, if any, upon the PSA Agreement, or any rights thereunder.

Grant Deed

1. Use: All property being conveyed to the OHA must be developed as affordable housing;
2. Covenants Run with the Land: All covenants contained in the grant deed run with the land;
3. Term: All covenants contained in this Grant Deed shall remain in effect for 55 years;
4. Right of Reverter: The Successor Agency has the right, at its option, to re-enter and take possession of the property being conveyed to the OHA, and the OHA must forfeit its title to the property and all improvements if, after conveyance of title and prior to completion of construction of the affordable housing, the OHA does not comply with the following terms:
 - a. Following City issuance of a building permit, abandons, substantially suspends, or fails to proceed with the construction of the affordable housing development for a period of three months, after written notice thereof from the Grantor; and
 - b. Transfers or suffers any involuntary transfer of the Property, or any part thereof, in violation of the Grant Deed;
5. Upon completion of construction of all required improvements on the Property, the Successor Agency's Right of Reverter will terminate; and
6. All terms of the Grant Deed will be binding upon the OHA and any successors and assigns of the OHA.

33433 Report

Pursuant to California Health and Safety Code Section 33433, before any successor agency-owned property, acquired in whole or in part, directly or indirectly, with tax increment money is sold or leased for development pursuant to the redevelopment plan, the legislative body shall first approve the sale or lease by resolution after a public hearing. 33433 requires staff to submit a summary report of the sale agreement (Attachment 6), which includes the (i) cost of sale to the successor agency; (ii) estimated value of interest conveyed as determined at highest and best uses permitted under redevelopment plan; (iii) estimated value of interest conveyed as determined at use and with conditions required by sale and explanation for any difference in price if the sale price is less than fair market value; and (iv) explanation of why sale will assist in the elimination of blight.

Next Steps

The approval of the sale of Successor Agency-owned property requires approval by the Successor Agency, Oversight Board, and the DOF. If the Successor Agency accepts the OHA's offer to purchase the subject properties, staff intends to seek the Oversight Board's approval on October 27, 2021. Once approved by the Oversight Board and documentation forwarded to the DOF, the DOF would have approximately 100 days to review the request.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

FINANCIAL IMPACT

The sale price for the Properties totals \$212,740. Per the redevelopment Dissolution Law, net proceeds from the sale of the Properties would be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities. The City's General Fund, as a taxing entity, would potentially receive approximately \$42,000, or an estimated 19.6% of any sales proceeds, in residual distribution from the County. This amount would be deposited into General Fund Residual Distribution to the City (account no. 101-1001-511.70-09).

The Successor Agency will be responsible for paying for all closing costs and related items listed in the staff report under item 5 of the PSA terms. This expenditure is budgeted in the Successor Agency's Fiscal Year 2021-22 Recognized Obligation Payment Schedule Line #101 (account no. 429-4640-862.82-09).

Housing Department and OHA staff will return to the City Council and the Housing Authority Board of Commissioners prior to the required December 29, 2022 deadline to satisfy all escrow conditions, as stated in the PSA, for authorization to execute a Grant Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties.

COMMITTEE OUTCOME

During the Community Services, Public Safety, Housing & Development Committee (Committee) meeting on September 14, 2021, staff informed the Committee that the following corrections would be made to the staff report and OHA resolution prior to the City Council meeting on October 5, 2021:

1. Update recommendation #2 to state that the OHA, in addition to adopting a resolution, will also conduct a public hearing; and
2. In the OHA resolution, replace the term "Governing Board" with "Board of Commissioners" wherever it appears and update Section 6 of the OHA resolution by replacing the term "Executive Director" with "Housing Director."

The Committee voted 3-0 on September 14, 2021, to approve the staff recommendation with corrections and forward this item for Council approval.

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

ATTACHMENTS

1. Agreement No. A-8372 - Purchase & Sale Agreement
2. Successor Agency Resolution
3. Oxnard Housing Authority Resolution
4. City Resolution
5. Agreement No. A-8247 - Exclusive Negotiating Agreement - SA & OHA
6. 33433 Report - SA to OHA.docx
7. Presentation - Sale of Successor Agency-owned properties

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of October 5, 2021, is entered into by and between the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic (the “**Seller**”), and the Oxnard Housing Authority, a public body, corporate and politic (the “**Purchaser**”). The Seller and the Purchaser are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. The Seller owns certain real property in the City of Oxnard, State of California, identified as Parcels I-2 through I-5 in the Seller’s long-range property management plan, as amended, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively (collectively, the “**Property**”).

B. The Purchaser proposes to acquire and develop the Property for an affordable housing use (the “**Project**”) in furtherance of the goals and objectives of the redevelopment plan for the applicable Oxnard redevelopment project area, as adopted and amended by ordinances of the City Council of the City of Oxnard (the “**City**”) and incorporated herein by this reference, and the Community Redevelopment Law of the State of California, set forth at California Health and Safety Code Section 33000, *et seq.*

C. The Purchaser has the experience and capability to plan, design, engineer, finance, market, and develop the Project on the Property.

D. The Parties entered into that certain Exclusive Negotiation Agreement, dated as of November 17, 2020, in order to engage in good faith exclusive negotiations for an agreement that would result in the sale of the Property to the Purchaser for the Project.

E. Such negotiations have resulted in this Agreement, which provides the terms and conditions for the Purchaser’s purchase of the Property from the Seller for the Project.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Incorporation of Recitals

The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct and the Parties are bound thereby.

II. Purchase and Sale

The Seller shall sell the Property to the Purchaser, and the Purchaser shall purchase the Property from the Seller, on the terms and conditions stated in this Agreement.

III. Purchase Price

The purchase price for the Property (the “**Purchase Price**”) shall be \$212,740. The Purchaser shall deposit sufficient funds to cover the Purchase Price prior to the Close of Escrow. No deposit is required.

IV. Escrow and Title Company

This transaction shall be completed through an escrow established with First American Title Insurance Company, or other escrow holder (the “**Escrow Holder**”) and title company (the “**Title Company**”) agreed to by the Parties. Each Party shall promptly deposit all funds and documents as required by the Escrow Holder in order to complete this transaction. The Purchaser and the Seller shall each pay one-half of the escrow fee.

V. Opening of Escrow

The Escrow Holder is instructed to open an escrow (the “**Escrow**”) after receiving a mutually-executed copy of this Agreement. The Escrow Holder is requested to prepare its customary instructions based upon this Agreement.

VI. Close of Escrow

The Escrow shall close (the “**Close of Escrow**”) on or before December 30, 2022, subject to the conditions listed in Section VII below.

VII. Conditions to Close of Escrow

The following are conditions precedent to the Close of Escrow. The Seller, at its option, may terminate this Agreement if any of the conditions precedent set forth below are not satisfied by the Purchaser or waived in writing by the Seller by December 29, 2022.

1. The Purchaser has executed and delivered to the Escrow Holder its counterpart of the grant deed, in the form attached hereto as Exhibit A and incorporated herein by this reference (the “**Grant Deed**”).

2. The Purchaser has deposited with the Escrow Holder all Purchaser funds necessary for the Close of Escrow.

3. The Purchaser has approved a *pro forma* owner's policy of title insurance for the Property. The Seller's decision to waive any requirement may be conditioned upon its satisfaction at a later date and/or upon the substitution of another condition. Possession of the Property shall be surrendered to the Purchaser at Closing.

VIII. Closing Costs

The Seller shall pay all closing costs, including the following:

1. Any and all state, county, or city documentary stamps or transfer taxes pertaining to the Seller's conveyance of the Property;
 2. The base escrow fee, plus any additional requested or customary costs;
 3. The premium for the owner's policy of title insurance for the Property;
- and
4. *Ad valorem* taxes, if any, upon the Property, and *ad valorem* taxes, if any, upon this Agreement, or any rights thereunder.

IX. Public Agencies

The Seller and the Purchaser are each public agencies exempt from paying real property taxes or special assessments.

The Seller and the Purchaser each acknowledge and agree that the other Party is a public entity with a responsibility and, in many cases, a legal obligation, to conduct its business in a manner open and available to the public. Accordingly, any information provided by the other Party with respect to the Property, the Project, or the other Party may be disclosed to the public either purposely, inadvertently, or as a result of a public demand, request or order.

X. Financing

There is no financing contingency for the Purchaser.

XI. Title

The Seller shall convey title to the Property subject only to real estate taxes not yet due, and covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the Property.

The Seller will furnish the Purchaser with a preliminary report of title for the Property (the "**Preliminary Report**") within seven days after the opening of Escrow. The Purchaser shall

notify the Seller in writing within 30 days after receipt of the Preliminary Report of the Purchaser's disapproval of any exception therein. All other exceptions in the Report shall be

referred to as "**Approved Exceptions**". The Seller shall have 30 days after such notice to advise the Purchaser of any disapproved exceptions which will not be removed by the Seller prior to the Close of Escrow. If the Seller indicates that it will not cause to be removed any of the disapproved exceptions, then the Purchaser may elect to:

1. terminate this Agreement without liability on the part of either Party; or
2. consummate the purchase of the Property subject to such exceptions.

Title in the form of a California Land Title Association or American Land Title Association policy of title insurance shall be issued by the Title Company.

XII. Nondiscrimination

The Purchaser, for itself, its successors and assigns, agrees that in regards to the development provided for in this Agreement, it will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification.

The Purchaser shall refrain from restricting the rental, sale or lease of the Property or the Project, or any portion thereof, on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

2. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through

him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

3. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land.”

XIII. Condition of Property

The Seller expressly and specifically disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property including, without limitation, the physical and environmental condition of the Property.

The Purchaser acknowledges and agrees that the Property is to be conveyed to, and accepted by, the Purchaser in its present condition, "AS IS", and the Purchaser hereby assumes the risk of adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials. After taking title to the Property, the Purchaser shall be solely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination of the Property.

Upon the Close of Escrow, the physical and environmental condition, possession or title of the Property is and shall be delivered from the Seller to the Purchaser in an "as-is" condition, with no warranty expressed or implied by the Seller, including without limitation, the presence of hazardous materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the development purposes intended hereunder.

The Purchaser hereby waives, releases and discharges forever the Seller and its representatives from all present and future losses and liabilities, present and future, arising out of or in any way connected with the Seller's or the Purchaser's use, maintenance, ownership or operation of the Property.

The Purchaser acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The Purchaser hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code with respect to the matters described in this Section XIII.

It is the responsibility of the Purchaser, without cost to the Seller, to ensure that zoning of the Property and all applicable City land use requirements will be such as to permit development of the Property and construction of the Project and the use, operation and maintenance of such

Project in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle the Purchaser to any City permit or other City approval necessary for the development of the Property, or waive any applicable City requirements relating thereto. This Agreement does not (i) grant any land use entitlement to the Purchaser, (ii) supersede, nullify or amend any condition which may be imposed by the City in connection with approval of the development described herein, (iii) guarantee to the Purchaser or any other party any profits from the development of the Property or (iv) amend any City laws, codes or rules. This Agreement is not a development agreement as provided in California Government Code Section 65864 *et seq.* Without cost to the Seller, the Seller shall cooperate with the Purchaser in connection with the Purchaser's obtaining all necessary entitlements, permits and approvals for the construction of the Project.

XIV. No Brokers

The Purchaser represents and warrants to the Seller that no broker or finder has been engaged by the Purchaser in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. The Purchaser shall indemnify, save harmless and defend the Seller from any liability, cost or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by the Purchaser in connection with any of the transactions contemplated by this Agreement (including, without limitation, the sale of the Property to the Purchaser). The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

XV. No Further Encumbrances

During the period after the execution date of this Agreement and through the Closing, the Seller shall not further encumber or voluntarily lien the Property without first obtaining the Purchaser's written consent, which consent may be granted or withheld in the Purchaser's sole and absolute discretion.

XVI. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings

are for purposes of convenience only and will not be construed to limit or extend the meaning of this Agreement.

XVII. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the Parties.

XVIII. Counterparts

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

XIX. Binding on Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective legal representatives, successors, and assigns.

XX. Attorneys' Fees

If any legal action or other proceeding is brought involving a dispute between the Parties or arising out of the execution of this Agreement or the sale of the Property, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in such action or proceeding, in addition to any other relief to which such Party may be entitled.

XXI. Agreement to Perform Necessary Acts

In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed and/or delivered under this Agreement, each Party agrees to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing, all further acts, fees, and assurances reasonably necessary to consummate the transaction contemplated hereby.

XXII. Notices

Formal notices, demands, and communications between the Parties must be given either by (i) personal service, (ii) delivery by reputable overnight document delivery service that

provides a receipt showing date and time of delivery, or (iii) U.S. first class certified mail, return receipt requested, addressed to:

Seller: Oxnard Community Development Commission Successor Agency
Attn: Adam Smith, MPA, Project Manager
City Manager's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030
Telephone: (805) 385-3918

Purchaser: Oxnard Housing Authority
Attn: Elsa Brown, Affordable Housing Manager
Affordable Housing and Rehabilitation Division
435 South D Street
Oxnard, CA 93030
Telephone: (805) 385-7404

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

XXIII. Compliance with Law

The Purchaser shall carry out development and construction (as defined by applicable law) of the Project on the Property, including, without limitation, any and all public works, (as defined by applicable law), if any, in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any applicable requirement to pay state prevailing wages). The Purchaser hereby agrees that the Purchaser shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser hereby agrees that the Purchaser shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser shall indemnify, protect, defend and hold harmless the Seller, the City and their

respective officers, employees, contractors and agents, with counsel reasonably acceptable to the Seller and the City, from and against any and all loss, liability, damage, claim, cost, expense,

and/or “increased costs” (including labor costs, penalties, reasonable attorneys’ fees, court and litigation costs and fees of expert witnesses) which, in connection with the development and/or construction (as defined by applicable law) of the Project, including, without limitation, any and all public works (if any) (as defined by applicable law) results or arises in any way from any of the following: (i) the noncompliance by the Purchaser of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages), (ii) the implementation of Chapter 804, Statutes of 2003, (iii) the implementation of Sections 1726 and 1781 of the California Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law, (iv) failure by the Purchaser to provide any required disclosure representation, statement, rebidding and/or identification which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law and/or (v) failure by the Purchaser to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The Purchaser hereby expressly acknowledges and agrees that neither the City nor the Seller has ever previously affirmatively represented to the Purchaser or its contractor(s) for the Project in writing or otherwise, that the work to be covered by the bid or contract is not a “public work,” as defined in Section 1720 of the California Labor Code. It is agreed by the Parties that, in connection with the development and construction (as defined by applicable law) of the Project, including, without limitation, any public work (as defined by applicable law), if any, the Purchaser shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. “Increased costs” as used in this Section shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

XXIV. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

XXV. Survival of Representations and Warranties

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

XXVI. Time of Essence

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

XXVII. Saturdays, Sundays, and Holidays

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

XXVIII. Waiver

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

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

“SELLER”

**OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY,**

a public body, corporate and politic

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____

KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

“PURCHASER”

OXNARD HOUSING AUTHORITY,

a public body, corporate and politic

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Stephen M. Fischer
Housing Authority General Counsel

Exhibit A

Form of Grant Deed

[behind this page]

RECORDING REQUESTED BY:

Oxnard Community Development
Commission Successor Agency
Attn: Adam Smith, MPA, Project Manager
City Manager's Office
300 West Third Street, Fourth Floor
Oxnard, CA 93030

WHEN RECORDED MAIL TO AND SEND
TAX STATEMENTS TO:

Oxnard Housing Authority
Attn: Elsa Brown, Affordable Housing Manager
Affordable Housing and Rehabilitation Division
435 South D Street
Oxnard, CA 93030

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s): 201-0-213-130, 201-213-140,
201-0-272-020, and 201-0-272-030

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per California Government Code §27383

Exempt from Payment of Documentary Transfer Tax per California Revenue and Taxation Code
Section 11922 (Governmental agency acquiring title)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic, herein called the "**Grantor**", hereby grants to the Oxnard Housing Authority, a public body, corporate and politic, herein called the "**Grantee**", the real property described in Attachment 1 attached hereto (the "**Property**") and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record described therein and consistent with the obligations of the Grantee and the Grantor under the hereinafter defined PSA.

1. **Conveyance in Accordance with Purchase and Sale Agreement.** The Property is conveyed in accordance with and subject to that certain Purchase and Sale Agreement, dated as of October 5, 2021, and entered into by and between the Grantor (the "Seller" therein) and the

Grantee (the “Purchaser” therein) (the “**PSA**”), a copy of which is on file in the offices of the City Clerk of the City of Oxnard (the “**City**”) as a public record and which is incorporated herein by this reference. “PSA” as used herein shall mean, refer to and include the PSA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the PSA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the PSA. All of the terms, covenants and conditions of this Grant Deed (this “**Grant Deed**”) shall be binding upon the Grantee and the successors and assigns of the Grantee to the Property, or any portion thereof or any interest therein. Whenever the term “Grantee” is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

2. **Uses.** In accordance with the PSA and plans to be considered and approved by the City, the Grantee shall develop and construct on the Property an affordable housing use (the “**Project**”) in furtherance of the goals and objectives of the redevelopment plan for the applicable Oxnard redevelopment project area, as adopted and amended by ordinances of the City Council of the City and incorporated herein by this reference, and the Community Redevelopment Law of the State of California, set forth at California Health and Safety Code Section 33000, *et seq.* The Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any portion thereof or any interest therein, that upon the date of this Grant Deed and until the 55th anniversary thereof, the Grantee shall develop, maintain, use and devote the Property to the Project including, without limitation, complying with all applicable operational and maintenance covenants, covenants reserved for the benefit of the City and the public, this Grant Deed, and Project plans approved by the City. All uses conducted on the Property, including, without limitation, all activities undertaken by the Grantee pursuant to the PSA, shall conform to the PSA, plans approved by the City, and all applicable provisions of the Oxnard Municipal Code. The foregoing covenants shall run with the land.

3. **Restrictions on Liens and Encumbrances.** The Grantee shall not place or suffer to be placed on the Property any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the required improvements on the Property and any other expenditures necessary and appropriate to develop the Property pursuant to the PSA.

4. **Nondiscrimination.** The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or

occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Property on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

B. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

C. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land.”

5. **Violations Do Not Impair Liens.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted herein; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner’s title was acquired by foreclosure, deed *in lieu* of foreclosure, trustee’s sale or otherwise.

6. **Covenants Run with Land.** All covenants contained in this Grant Deed shall be covenants running with the land.

7. **Covenants for Benefit of Grantor.** All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor, its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor, its successors and assigns, against the Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

The covenants contained in this Grant Deed shall remain in effect as follows:

A. The covenants pertaining to the Project as set forth in Section 2 above shall remain in effect until the date that is 55 years after the date of this Grant Deed.

B. The covenants pertaining to transfer requirements as set forth in Section 3 above shall remain in effect until the completion of construction of all required improvements on the Property.

C. The covenants against discrimination, as set forth in Section 4 above, shall remain in effect in perpetuity.

8. **Revisions to Grant Deed.** Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. However, the Grantee is obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties hereto concerning such changes to this Grant Deed.

9. **Right of Reverter.** The Grantor shall have the right, at its option, to re-enter and take possession of the Property conveyed by the Grantee to the Grantor, with all improvements thereon, and terminate and revest in the Grantor the estate theretofore conveyed to the Grantee, and the Grantee shall thereupon forfeit its title to the Property and all improvements thereon if, after conveyance of title and prior to completion of construction of all required improvements on the Property, the Grantee (or its successors in interest):

(a) Following City issuance of a building permit therefor, fails to proceed with the construction of such improvements for a period of three months, after written notice thereof from the Grantor.

(b) Abandons or substantially suspends construction of such improvements for a period of three months after written notice of such abandonment or suspension from the Grantor.

(c) Transfers or suffers any involuntary transfer of the Property, or any part thereof, in violation of this Grant Deed.

Such right to re-enter, repossess, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage, deed or trust or other security instrument permitted by this Grant Deed.

(ii) Any rights or interests provided in this Grant Deed for the protection of the holder of such mortgages, deeds of trust or other security instruments.

Upon completion of construction of all required improvements on the Property, the Grantor's right to reenter, terminate and revest as to such portion of the Property shall terminate.

Upon the revesting in the Grantor of title to the Property as provided herein, the Grantor shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the Grantor), who will assume the obligation of making or completing the improvements, or such improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for such Property herein. Upon such resale of the Property, the proceeds thereof shall be applied:

(I) First, to reimburse the Grantor for all reasonable and necessary costs and expenses incurred by the Grantor, including but not limited to, salaries of personnel employed or utilized in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by the Grantor from the Property or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership to such taxes, assessments or charges (as determined by the Grantor's assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or party thereof; and any amounts otherwise owing the Grantor by the Grantee and its successor or transferee.

(II) Second, to reimburse the Grantee, its successor or transferee up to the amount equal to (1) the sum of the final purchase price paid to the Grantor by the Grantee for the Property; (2) the costs incurred for the development of the Property and for the improvements existing on the Property at the time of the re-entry and repossession, less (3) any gains or income withdrawn or made by the Grantee from the Property or the improvements thereon.

(III) Finally, any balance remaining after such reimbursements shall be retained by the Grantor as its property.

To the extent that the rights established herein involve a forfeiture, it must be strictly interpreted against the Grantor, the party for whose benefit the right of reverter is created.

The right of reverter and other rights established herein are to be interpreted in light of the fact that such right is expressly authorized by applicable provisions of law and in light of the fact that the Grantor is conveying the Property to the Grantee for development of the Project as set forth in the PSA and not for speculation.

10. **No Merger.** None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of _____, 202__.

“GRANTOR”

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

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

APPROVED AS TO FORM:

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

The Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

“GRANTEE”

OXNARD HOUSING AUTHORITY,
a public body, corporate and politic

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

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
Housing Authority General Counsel

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

ATTACHMENT 1

LEGAL DESCRIPTION

[behind this page]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 202__, from the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic, to the OXNARD HOUSING AUTHORITY, a public body, corporate and politic, is hereby accepted by the undersigned officer on behalf of the Governing Board of the Oxnard Housing Authority pursuant to authority conferred by the Governing Board through Resolution No. _____ adopted on October 5, 2021, and the Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

OXNARD HOUSING AUTHORITY,
a public body, corporate and politic

Dated: _____

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Stephen M. Fischer

Housing Authority General Counsel

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

RESOLUTION NO. 2021-____

A RESOLUTION OF THE GOVERNING BOARD OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, APPROVING, AND RECOMMENDING TO THE VENTURA COUNTY CONSOLIDATED OVERSIGHT BOARD APPROVAL OF: (1) ENTRY BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY INTO A PROPOSED PURCHASE AND SALE AGREEMENT WITH THE OXNARD HOUSING AUTHORITY; (2) A GRANT DEED TO EFFECTUATE SAID PURCHASE AND SALE OF REAL PROPERTY; (3) THE REMITTANCE OF THE NET PURCHASE PRICE PROCEEDS RECEIVED BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AFTER CLOSE OF ESCROW TO THE VENTURA COUNTY AUDITOR-CONTROLLER FOR DISPOSITION TO TAXING ENTITIES; AND (4) RELATED ACTIONS

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (referred to herein as the “Dissolution Act”) was signed by the Governor of California on June 28, 2011, making certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”) and to the California Health and Safety Code (“H&S Code”) including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding the Dissolution Act largely constitutional and reformed certain deadlines set forth in the Dissolution Act; and

WHEREAS, pursuant to the Dissolution Act, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Oxnard Community Development Commission (the “Former CDC”), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City of Oxnard adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the City of Oxnard (the “City”) the role of Successor Agency to the Former CDC (the “Successor Agency”); and

WHEREAS, the Successor Agency is a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 (“AB 1484”) on June 27, 2012, which, among other things, imposed procedures for the Successor Agency’s disposition of certain Former CDC-owned real property including the required preparation of a Long Range Property Management Plan (the “LRPMP”) specifying the use and disposition of all such property and for the required approval of the LRPMP by the California Department of Finance (the “DOF”). The Dissolution Act has since been further amended by Assembly Bill No. 1585, Senate Bill No. 341, Assembly Bill No. 471 and Senate Bill No. 107; and

WHEREAS, pursuant to the Dissolution Act, each successor agency shall have an oversight board with fiduciary responsibilities to holders of enforceable obligations and to the taxing entities that benefit from distributions of property taxes and other revenues pursuant to H&S Code Section 34188; and

WHEREAS, the oversight board was established for the Successor Agency (the “Oversight Board”) and all seven members thereof were appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181; and

WHEREAS, pursuant to H&S Code Section 34191.5(b), on November 29, 2013, the Successor Agency prepared and submitted to the DOF for approval its LRPMP, as approved by the Oversight Board, that addressed the disposition and use of certain real properties of the Former CDC. On November 5, 2015, the Successor Agency prepared and submitted to the DOF for approval a revised LRPMP, as approved by the Oversight Board, that addressed the disposition of certain parcels of the Former CDC, as described in the revised LRPMP; and

WHEREAS, the DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the Successor Agency’s use and disposition of all the properties listed in the LRPMP. The DOF’s letter acknowledges the Successor Agency’s submittal of its LRPMP on November 29, 2013 and the revised LRPMP on November 5, 2015; and

WHEREAS, subdivision (j) of H&S Code Section 34179 created a single, countywide oversight board, effective July 1, 2018, for each county’s successor agencies; and

WHEREAS, the Ventura County Consolidated Oversight Board (the “VCCOB”) has been established in accordance with H&S Code Section 34179 to approve the actions of Ventura County’s successor agencies, pursuant to H&S Code Section 34180, and to direct those successor agencies, pursuant to H&S Code Section 34181; and

WHEREAS, among the properties approved for disposition is the Successor Agency-owned real property identified as Parcels I-2 through I-5 in the LRPMP, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively (collectively, the “Property”); and

WHEREAS, the Successor Agency and the Oxnard Housing Authority (the “Housing Authority”), desire to enter into a Purchase and Sale Agreement (the “Agreement”), pursuant to which the Housing Authority shall develop and construct (or cause to be developed and constructed) on the Property an affordable housing use (the “Project”). The Agreement provides for the Successor Agency to sell and transfer the Property to the Housing Authority for a purchase price of \$212,740 (the “Purchase Price”); and

WHEREAS, in order to expeditiously wind down the business and fiscal affairs of the Former CDC, the Successor Agency desires to sell and transfer to the Housing Authority fee title to the Property through a proposed grant deed (the “Grant Deed”); and

WHEREAS, the Agreement contains all the provisions, terms and obligations required by State and local law, and the Housing Authority represents that it possesses the qualifications necessary to develop and operate (or to cause the development and operation of) the Project as set forth in the Agreement, all of which will be in accordance with the purposes and objectives of the Redevelopment Law; and

WHEREAS, pursuant to Sections 33431 and 33433 of the Redevelopment Law, the Successor Agency is authorized, with the consent of the City Council, to sell or lease for development pursuant to the applicable redevelopment plan property of the Successor Agency acquired in whole or in part, directly or indirectly, with tax increment moneys, such as the Property; and

WHEREAS, a copy of the Agreement and a summary of this transaction (which by this reference is incorporated herein as if set forth in full at this point) setting forth all of those matters required by the provisions of Sections 33431 and 33433 of the Redevelopment Law have been available for public inspection; and

WHEREAS, notice of the hearing to consider the Agreement was given in the manner required by law, and a combined public hearing has been held by this Governing Board, the City Council, and the Governing Board of the Housing Authority; and

WHEREAS, at said combined public hearing, the Successor Agency received and considered a staff report (the “Staff Report”) (which by this reference is incorporated herein as if set forth in full at this point) and testimony, and the City Council authorized the Successor Agency to sell and transfer the Property to the Housing Authority for the Purchase Price; and

WHEREAS, the Successor Agency and the Housing Authority entered into an exclusive negotiation agreement dated as of November 17, 2020 regarding the proposed sale of the Property, and so long as such sale is completed by December 31, 2022, California Government Code Section 54234(a)(1) and Surplus Land Act Guidelines Section 103(b)(1) provide that the

sale is not subject to the requirements of AB 1486 and must comply with the Surplus Land Act as it existed on December 31, 2019; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq., hereafter the “Guidelines”), and the City’s environmental evaluation procedures. The activity proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Sections 15061(b)(3) and 15378(b)(5) of the Guidelines; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Governing Board of the Oxnard Community Development Commission Successor Agency, DOES HEREBY RESOLVE as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The Governing Board has received and heard all oral and written objections to the Successor Agency’s proposed sale and transfer of the Property to the Housing Authority for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement and pursuant to the LRPMP, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Successor Agency’s proposed sale and transfer of the Property to the Housing Authority for the Project will assist in the elimination of blight or provide housing for low- or moderate-income persons.

SECTION 4. The Agreement is consistent with the implementation plan adopted pursuant to Section 33490 of the Redevelopment Law.

SECTION 5. The consideration from the Housing Authority for the Property is not less than the fair market value of the Property at its highest and best use.

SECTION 6. The Governing Board hereby approves, and recommends to the VCCOB the approval of, the Successor Agency’s entry into the Agreement and the sale and transfer of the Property to the Housing Authority for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement, and pursuant to the authority of the LRPMP.

SECTION 7. The Governing Board hereby approves, and recommends to the VCCOB the approval of, the Agreement, in substantially the form as the Agreement attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to the Housing Authority.

SECTION 8. The Governing Board hereby approves, and recommends to the VCCOB the approval of, the Grant Deed, in substantially the form as the Grant Deed attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to the Housing Authority.

SECTION 9. The Governing Board hereby authorizes and directs, and recommends to the VCCOB that it authorize and direct, the Executive Director, or designee, to remit to the Ventura County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) the net purchase price proceeds that are received by the Successor Agency after the close of escrow for the Successor Agency's sale and transfer of the Property to the Housing Authority in accordance with the terms and conditions set forth in the Agreement, and in accordance with the LRPMP.

SECTION 10. The Governing Board hereby finds that so long as the sale of the Property is completed by December 31, 2022, it is not subject to the requirements of AB 1486 and must comply with the Surplus Land Act as it existed on December 31, 2019.

SECTION 11. The Governing Board hereby authorizes and directs, and recommends to the VCCOB that it authorize and direct, the Executive Director, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the Successor Agency, as approved by the Executive Director of the Successor Agency or Successor Agency Special Counsel, including, without limitation, the Agreement and the Grant Deed, in order to effectuate the terms and conditions of the Agreement, (ii) to remit the net purchase price proceeds for the Property received from the Housing Authority by the Successor Agency after the close of escrow to the Ventura County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B), (iii) to effectuate all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the Executive Director, or designee; and (iv) to administer the Successor Agency's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the sale and transfer of the Property from the Successor Agency to the Housing Authority.

SECTION 12. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Governing Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 13. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Governing Board of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 14. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this _____ day of _____, 2021.

John C. Zaragoza, Chairperson

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, Secretary

Stephen M. Fischer, General Counsel

RESOLUTION NO. 2021-____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OXNARD HOUSING AUTHORITY, APPROVING: (1) ENTRY BY THE OXNARD HOUSING AUTHORITY INTO A PROPOSED PURCHASE AND SALE AGREEMENT WITH THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY; (2) A GRANT DEED TO EFFECTUATE SAID PURCHASE AND SALE OF REAL PROPERTY AND THE OXNARD HOUSING AUTHORITY'S ACCEPTANCE THEREOF; AND (3) RELATED ACTIONS

WHEREAS, the Oxnard Community Development Commission Successor Agency (the "Successor Agency") and the Oxnard Housing Authority (the "Housing Authority"), desire to enter into a Purchase and Sale Agreement (the "Agreement"), pursuant to which the Housing Authority shall develop and construct (or cause to be developed and constructed) on certain real property assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively (collectively, the "Property") an affordable housing use (the "Project"). The Agreement provides for the Successor Agency to sell and transfer the Property to the Housing Authority for a purchase price of \$212,740 (the "Purchase Price"); and

WHEREAS, the Successor Agency desires to sell and transfer to the Housing Authority fee title to the Property through a proposed grant deed (the "Grant Deed"); and

WHEREAS, the Agreement contains all the provisions, terms, and obligations required by State and local law, and the Housing Authority represents that it possesses the qualifications necessary to develop and operate (or to cause the development and operation of) the Project as set forth in the Agreement, all of which will be in accordance with the purposes and objectives of the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code); and

WHEREAS, notice of the hearing to consider the Agreement was given in the manner required by law, and a combined public hearing has been held by this Board of Commissioners of the Oxnard Housing Authority, the City Council of the City of Oxnard, and the Governing Board of the Successor Agency; and

WHEREAS, at said combined public hearing, the Housing Authority received and considered a staff report (the "Staff Report") (which by this reference is incorporated herein as if set forth in full at this point) and testimony; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq., hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by

Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Sections 15061(b)(3) and 15378(b)(5) of the Guidelines; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Board of Commissioners of the Oxnard Housing Authority hereby resolves:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The Board has received and heard all oral and written objections to the Successor Agency's proposed sale and transfer to and acceptance by the Housing Authority of the Property for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Board hereby approves the Housing Authority's entry into the Agreement and the sale and transfer to and acceptance by the Housing Authority of the Property for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement.

SECTION 4. The Board hereby approves the Agreement, in substantially the form as the Agreement attached to the Staff Report, that effectuates the Successor Agency's disposition to and acceptance by the Housing Authority of the Property.

SECTION 5. The Board hereby approves the Grant Deed, in substantially the form as the Grant Deed attached to the Staff Report, that effectuates the Successor Agency's disposition to and acceptance by the Housing Authority of the Property.

SECTION 6. The Board hereby authorizes and directs the Housing Director, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the Housing Authority, as approved by the Housing Director of the Housing Authority or Housing Authority General Counsel, including, without limitation, the Agreement and the Grant Deed, in order to effectuate the terms and conditions of the Agreement, (ii) to effectuate all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the Housing Director, or designee; and (iii) to administer the Housing Authority's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the sale and transfer from the Successor Agency to and acceptance by the Housing Authority of the Property.

SECTION 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or

applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 8. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this _____ day of _____, 2021.

John C. Zaragoza, Chairperson

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, Secretary Designate

Stephen M. Fischer, General Counsel

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD (1) MAKING FINDINGS AND TAKING ACTION PURSUANT TO THE PROVISIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 33431 AND 33433; (2) APPROVING: (A) THE SALE AND TRANSFER OF CERTAIN REAL PROPERTY FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY TO THE OXNARD HOUSING AUTHORITY; (B) ENTRY BY THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AND THE OXNARD HOUSING AUTHORITY INTO A PROPOSED PURCHASE AND SALE AGREEMENT; AND (C) A GRANT DEED TO EFFECTUATE SAID PURCHASE AND SALE OF REAL PROPERTY; AND (3) APPROVING RELATED ACTIONS

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (referred to herein as the “Dissolution Act”) was signed by the Governor of California on June 28, 2011, making certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”) and to the California Health and Safety Code (“H&S Code”) including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding the Dissolution Act largely constitutional and reformed certain deadlines set forth in the Dissolution Act; and

WHEREAS, pursuant to the Dissolution Act, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Oxnard Community Development Commission (the “Former CDC”), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City of Oxnard adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the City of Oxnard (the “City”) the role of Successor Agency to the Former CDC (the “Successor Agency”); and

WHEREAS, the Successor Agency is a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 (“AB 1484”) on June 27, 2012, which, among other things, imposed procedures for the Successor Agency’s disposition of certain Former CDC-owned real property including the required preparation of a Long Range Property Management Plan (the “LRPMP”) specifying the use and disposition of all such property and for the required approval of the LRPMP by the California Department of Finance (the “DOF”). The Dissolution Act has since been further amended by Assembly Bill No. 1585, Senate Bill No. 341, Assembly Bill No. 471 and Senate Bill No. 107; and

WHEREAS, pursuant to the Dissolution Act, each successor agency shall have an oversight board with fiduciary responsibilities to holders of enforceable obligations and to the taxing entities that benefit from distributions of property taxes and other revenues pursuant to H&S Code Section 34188; and

WHEREAS, the oversight board was established for the Successor Agency (the “Oversight Board”) and all seven members thereof were appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181; and

WHEREAS, pursuant to H&S Code Section 34191.5(b), on November 29, 2013, the Successor Agency prepared and submitted to the DOF for approval its LRPMP, as approved by the Oversight Board, that addressed the disposition and use of certain real properties of the Former CDC. On November 5, 2015, the Successor Agency prepared and submitted to the DOF for approval a revised LRPMP, as approved by the Oversight Board, that addressed the disposition of certain parcels of the Former CDC, as described in the revised LRPMP; and

WHEREAS, the DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the Successor Agency’s use and disposition of all the properties listed in the LRPMP. The DOF’s letter acknowledges the Successor Agency’s submittal of its LRPMP on November 29, 2013 and the revised LRPMP on November 5, 2015; and

WHEREAS, subdivision (j) of H&S Code Section 34179 created a single, countywide oversight board, effective July 1, 2018, for each county’s successor agencies; and

WHEREAS, the Ventura County Consolidated Oversight Board has been established in accordance with H&S Code Section 34179 to approve the actions of Ventura County’s successor agencies, pursuant to H&S Code Section 34180, and to direct those successor agencies, pursuant to H&S Code Section 34181; and

WHEREAS, among the properties approved for disposition is the Successor Agency-owned real property identified as Parcels I-2 through I-5 in the LRPMP, and assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030, respectively (collectively, the “Property”); and

WHEREAS, the Successor Agency and the Oxnard Housing Authority (the “Housing Authority”), desire to enter into a Purchase and Sale Agreement (the “Agreement”), pursuant to which the Housing Authority shall develop and construct (or cause to be developed and constructed) on the Property an affordable housing use (the “Project”). The Agreement provides for the Successor Agency to sell and transfer the Property to the Housing Authority for a purchase price of \$212,740 (the “Purchase Price”); and

WHEREAS, in order to expeditiously wind down the business and fiscal affairs of the Former CDC, the Successor Agency desires to sell and transfer to the Housing Authority fee title to the Property through a proposed grant deed (the “Grant Deed”); and

WHEREAS, the Agreement contains all the provisions, terms and obligations required by State and local law, and the Housing Authority represents that it possesses the qualifications necessary to develop and operate (or to cause the development and operation of) the Project as set forth in the Agreement, all of which will be in accordance with the purposes and objectives of the Redevelopment Law; and

WHEREAS, pursuant to Sections 33431 and 33433 of the Redevelopment Law, the Successor Agency is authorized, with the consent of the City Council, to sell or lease for development pursuant to the applicable redevelopment plan property of the Successor Agency acquired in whole or in part, directly or indirectly, with tax increment moneys, such as the Property; and

WHEREAS, a copy of the Agreement and a summary of this transaction (which by this reference is incorporated herein as if set forth in full at this point) setting forth all of those matters required by the provisions of Sections 33431 and 33433 of the Redevelopment Law have been available for public inspection; and

WHEREAS, notice of the hearing to consider the Agreement was given in the manner required by law; and

WHEREAS, at said public hearing, the City Council received and considered a staff report (the “Staff Report”) (which by this reference is incorporated herein as if set forth in full at this point) and testimony; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq., hereafter the “Guidelines”), and the City’s environmental evaluation procedures. The activity proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Sections 15061(b)(3) and 15378(b)(5) of the Guidelines; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Oxnard, DOES HEREBY RESOLVE as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The City Council has received and heard all oral and written objections to the Successor Agency's proposed sale and transfer of the Property to the Housing Authority for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement and pursuant to the LRPMP, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Successor Agency's proposed sale and transfer of the Property to the Housing Authority for the Project will assist in the elimination of blight or provide housing for low- or moderate-income persons.

SECTION 4. The Agreement is consistent with the implementation plan adopted pursuant to Section 33490 of the Redevelopment Law.

SECTION 5. The consideration from the Housing Authority for the Property is not less than the fair market value of the Property at its highest and best use.

SECTION 6. The City Council hereby approves the Successor Agency's entry into the Agreement and the sale and transfer of the Property to the Housing Authority for the Purchase Price, in accordance with the terms and conditions set forth in the Agreement, and pursuant to the authority of the LRPMP.

SECTION 7. The City Council hereby approves the Agreement, in substantially the form as the Agreement attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to the Housing Authority.

SECTION 8. The City Council hereby approves the Grant Deed, in substantially the form as the Grant Deed attached to the Staff Report, that effectuates the Successor Agency's disposition of the Property to the Housing Authority.

SECTION 9. The City Council hereby authorizes and directs the City Manager of the City, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the City, as approved by the City Manager of the City or City Special Counsel, including, without limitation, the Agreement and the Grant Deed, in order to effectuate the terms and conditions of the Agreement, (ii) to effectuate all other actions

approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the City Manager, or designee; and (iii) to administer the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the sale and transfer of the Property from the Successor Agency to the Housing Authority.

SECTION 10. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 11. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City Council of any constitutional, legal or equitable rights that the City may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the City expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 12. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this _____ day of _____, 2021.

John C. Zaragoza, Mayor
City of Oxnard

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen Fischer, City Attorney

EXCLUSIVE NEGOTIATION AGREEMENT

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

RECITALS

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

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

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

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

Section 1. RECITALS

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

Section 2. SITE

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

Section 3. PURPOSE OF AGREEMENT

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

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

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

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

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

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

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

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

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

Section 4. EXCLUSIVE RIGHT TO NEGOTIATE

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

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

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

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

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

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

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

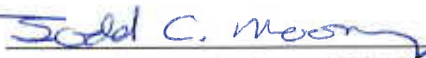
"SUCCESSOR AGENCY"

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

Dated: 11/17/2020

By: 
Name: ALEXANDER NGUYSA
Its: CITY MANAGER

APPROVED AS TO FORM:

By: 
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

"HOUSING AUTHORITY"

OXNARD HOUSING AUTHORITY,
a public body, corporate and politic

Dated: 11/18/2020

By: 
Name: Carmen Ramirez
Its: Mayor Pro Tem

APPROVED AS TO FORM:

By:  11/17/2020
Stephen M. Fischer
Housing Authority General Counsel

**SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE
CALIFORNIA HEALTH AND SAFETY CODE ON
THE PURCHASE AND SALE AGREEMENT OF
APNs 201-0-213-130, 201-0-272-020, 201-0-272-030, 201-0-213-140
BY AND BETWEEN
THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AND
THE CITY OF OXNARD HOUSING AUTHORITY**

I. INTRODUCTION

The California Health and Safety Code (Code), Section 33433, requires that if a successor of a former redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part with property tax increment funds, the successor must first secure approval of the proposed sale or lease agreement from its local legislative body after a public hearing. Section 33433 also requires a copy of the proposed sale or lease agreement and a summary report that describes and contains specific elements of the proposed transaction to be available for public inspection prior to the public hearing. As contained in the Code, the following information shall be included in the summary report:

1. The cost of the agreement to the successor agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the successor agency, plus the expected interest on any loans or bonds to finance the agreement;
2. The estimated value of the interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan;
3. The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. If the sale price is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference; and
4. An explanation of why the sale of the properties will assist in the elimination of blight

This report outlines the salient parts of the Purchase and Sale Agreement (Agreement) to be entered into by and between the Oxnard Community Development Commission Successor Agency (Successor Agency) and the City of Oxnard Housing Authority (OHA) for the sale of the subject properties. This report is being prepared because property tax increment funds from the former Redevelopment Agency of the City of Oxnard, the Oxnard Community Development Commission (CDC), were used to acquire the parcels.

The following summary report is based upon information in the proposed Agreement and is

organized into the following five sections:

1. **Summary of the proposed Agreement** – This section includes a description of the property, the proposed development, and the major responsibilities of the Successor Agency and the OHA.
2. **Cost of the Agreement to the Successor Agency** – This section outlines the cost of the Agreement to the Successor Agency for costs that have been funded with property tax increment funds. It presents the terms of the sale of the properties and sets forth the net cost of the Agreement to the Successor Agency.
3. **Estimated value of the interest to be conveyed** – This section summarizes the value of the properties to be sold to the OHA.
4. **The estimated value of interest conveyed as determined at use and with conditions required by sale and explanation for any difference in price if the sale price is less than fair market value** – This section contains a comparison of the purchase price and the fair market value at the highest and best use consistent with the redevelopment plan for the interests conveyed.
5. **Elimination of blight** – Explanation of why the sale will assist in the elimination of blight.

II. SUMMARY OF THE PROPOSED AGREEMENT

A. Description of the Property

The Properties

The Successor Agency owns certain real property in the City of Oxnard (City), identified as Parcels I-2 through I-5 in the Successor Agency's Long-Range Property Management Plan (LRPMP), as amended. Acquired by the CDC between 1986 and 1988 for downtown revitalization purposes, the real property is assigned assessor parcel numbers 201-0-213-130, 201-213-140, 201-0-272-020, and 201-0-272-030 (collectively, the "Properties").

Upon the dissolution of Redevelopment in California, the properties were listed on the LRPMP and designated for disposition. All four properties are currently vacant lots.

APN	Property Size	LRPMP Value
201-0-213-130	4,513 sq ft	\$90,260
201-0-213-140	1,825 sq ft	\$36,500
201-0-272-020	4,299 sq ft	\$42,990
201-0-272-030	4,299 sq ft	\$42,990
	TOTAL:	\$212,740

Project Description

The area in which the Properties are located is referred to as the Downtown area. In September 2019, the City adopted a new zoning district plan, referred to as the Downtown Code. This new zoning replaced the existing zoning designations with three new zones for all properties within the Downtown boundaries. These new zones are DT-C (Downtown Core), DT-G (Downtown General), and DT-E (Downtown Edge). According to the City's Downtown Code, each new zone will incorporate community benefits. These include public parking, public open space, affordable housing, and exceptional architecture.

The OHA proposes acquiring and developing the Properties for an affordable housing use (the "Project") to further the goals and objectives of the Redevelopment Implementation Plan for the redevelopment project area and the Downtown Code.

The OHA has the experience and capability to plan, design, engineer, finance, market, and develop the Project on the Properties.

The purchase price for the Properties shall be \$212,740 (the "Purchase Price"), which is the collective value of the Properties as found on the LRPMP.

III. COST OF THE AGREEMENT TO THE SUCCESSOR AGENCY

The Successor Agency will be responsible for paying for all closing costs and related items such as:

- Any and all state, county, or city documentary stamps or transfer taxes pertaining to the conveyance of the Properties;
- The base escrow fee, plus any additional requested or customary costs;
- The premium for the owner's policy of title insurance for the Property; and
- Ad valorem taxes, if any, upon the Properties, and ad valorem taxes, if any, upon the Agreement, or any rights thereunder

Additionally, the Successor Agency bears the staffing costs associated with authoring this report, the Agreement, and other supporting documentation.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED

Section 33433 requires an agency to identify the value of the interests being conveyed at the highest and best uses allowed by the Redevelopment Implementation Plan. The Redevelopment Implementation Plan states that a goal of the former agency was to increase, improve, and preserve the community's supply of affordable housing. The Project will satisfy that goal, secured by a grant deed within the Agreement that will require the OHA to develop and construct affordable housing on the Properties.

The Successor Agency estimates the value of the Properties to be the value as listed in the LRPMP and the Purchase Price as listed in the Agreement. The proposed sale price for the Properties is a collective \$212,740.

V. THE ESTIMATED VALUE OF INTEREST CONVEYED AS DETERMINED AT USE AND WITH CONDITIONS REQUIRED BY SALE

Under the Agreement, the Successor Agency is conveying the Properties to the OHA for the Purchase Price.

It is concluded that the Successor Agency is receiving the Properties' fair market value due to the value as listed on the LRPMP, OHA's planned affordable housing development, one of the Properties' highest and best use being a residential development, the stated goals for affordable housing in the Redevelopment Implementation Plan and the new Downtown Code, and the need for more affordable housing units in the City.

VI. ELIMINATION OF BLIGHT

Blighted properties decrease surrounding property values, erode the health of local housing markets, pose safety hazards, and reduce local tax revenue. Currently, the Properties are a collection of vacant lots in Downtown Oxnard. The construction of affordable housing will seek to transform the Downtown area by attracting new residents to existing commercial areas.

Affordable housing activities provide for the improvement, preservation, and expansion of housing that is available, at affordable housing cost, to persons of low, very low, and moderate income.

Generally, the construction of affordable housing improves residents' health, raises property values, and unifies and makes communities safer.¹

¹ "Four Ways Removing Blighted and Vacant Properties Stabilizes Communities," *Ohio Housing Finance Agency*, October 10, 2018, <https://ohiohome.org/news/blog/october-2018/removingblight.aspx>.

Public Hearing on the Sale of Successor Agency-owned Property to the Oxnard Housing Authority

City Council

October 5, 2021

Adam Smith, Project Manager



RECOMMENDATION

2

That the Oxnard Community Development Commission Successor Agency (Successor Agency) adopt a Resolution entitled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions."

That the Board of Commissioners of the Oxnard Housing Authority conduct a public hearing and adopt a Resolution entitled "A Resolution of the Board of Commissioners of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions;

That the City Council:

1. Conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and
2. That the City Council adopt a Resolution entitled "A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions."

- Over several years, the City of Oxnard's (City) former redevelopment agency, the Community Development Commission (CDC), purchased multiple properties in downtown Oxnard for downtown revitalization purposes
- A state law that triggered the dissolution of all redevelopment agencies effective February 1, 2012 ended all activities of redevelopment agencies throughout California, including the CDC
- As part of the wind down of the CDC, all remaining properties were listed on a master list, the Long Range Property Management Plan (LRPMP), managed by the CDC Successor Agency
- When the LRPMP was drafted, there were 51 properties listed - today, only 7 remain:

REMAINING SUCCESSOR AGENCY PARCELS



Location of 7
remaining Successor
Agency Parcels

- On December 17, 2020, the Successor Agency entered into an Exclusive Negotiating Agreement (ENA) with the Oxnard Housing Authority (OHA) to negotiate the terms of a purchase and sale agreement for four (4) properties (the Properties)
- Successor Agency staff immediately entered into negotiations with the OHA to determine the price and terms under which the OHA would acquire the Properties
- Any sale of the Properties would include specific requirements regarding the type of project that would need to be constructed (affordable housing), and ultimate approval of the agreements from the Ventura County Consolidated Oversight Board (Oversight Board) and CA State Department of Finance (DOF)

ENA - SUCCESSOR AGENCY PARCELS



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

The following table lists the LRPMP value of the parcels contemplated in the PSA, as well as the proposed sale price from the Successor Agency to OHA:

APN (lot number from slide 8)	LRPMP Value	Proposed Purchase Price
201-0-213-130 (3)	\$90,260	\$90,260
201-0-272-020 (6)	\$42,990	\$42,990
201-0-272-030 (7)	\$42,990	\$42,990
201-0-213-140 (2)	\$36,500	\$36,500
	TOTAL PURCHASE PRICE	\$212,740

PURCHASE & SALE AGREEMENT DEAL POINTS

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- Purchase price for the Properties: \$212,740
- Escrow closing date: December 29, 2022
- Grant deed with stated use: Properties must be developed as affordable housing
- Term: All covenants contained in the Grant Deed remain in effect for 55 years
- Right of Reverter: OHA must forfeit its title to the Properties and all improvements if:
 - OHA abandons, substantially suspends, or fails to proceed with the construction of the affordable housing development for a period of three months after receiving building permit; or
 - Transfers or suffers any involuntary transfer of the Properties, or any part thereof, in violation of the Grant Deed

- Pursuant to California Health and Safety Code Section 33433, before any successor agency-owned property is sold or leased for development pursuant to the area redevelopment plan, the legislative body shall first approve the sale or lease by resolution after a public hearing
- A 33433 report needs to include:
 - Cost of sale to the successor agency;
 - Estimated value of interest conveyed as determined at highest and best uses permitted under redevelopment plan;
 - Estimated value of interest conveyed as determined at use and with conditions required by sale and explanation for any difference in price if the sale price is less than fair market value; and
 - Explanation of why sale will assist in the elimination of blight

NEXT STEPS

- After the Successor Agency, OHA, and City hear this item on October 5, 2021, staff will bring the PSA and accompanying documentation before the Oversight Board for approval on October 27, 2021
- Once the Oversight Board approves, staff will forward documentation to the DOF, who have up to 100 days to approve
- Housing Department and OHA staff will return to the City Council and the Housing Authority Board of Commissioners before the December 29, 2022 escrow deadline to satisfy all escrow conditions
- At that time, staff will request authorization to execute a Grant Agreement between the City and the OHA, with the use of local or federal funds, to purchase the Properties

- Sale price of the Properties: \$212,740
- Per redevelopment Dissolution Law, net proceeds from the sale of the Properties would be transferred to the Ventura County Auditor-Controller for distribution to the other taxing entities
- The City's General Fund, as a taxing entity, would potentially receive approximately \$42,000, or an estimated 19.6% of any sales proceeds, in residual distribution from the County
- Successor Agency will be responsible for paying for all closing costs and related items

COMMITTEE OUTCOME

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During the Community Services, Public Safety, Housing & Development Committee (Committee) meeting on September 14, 2021, staff informed the Committee that the following corrections would be made to the staff report and OHA resolution prior to the City Council meeting on October 5, 2021:

1. Update recommendation #2 to state that the OHA, in addition to adopting a resolution, will also conduct a public hearing; and
2. In the OHA resolution, replace the term "Governing Board" with "Board of Commissioners" wherever it appears and update Section 6 of the OHA resolution by replacing the term "Executive Director" with "Housing Director."

That the Oxnard Community Development Commission Successor Agency (Successor Agency) adopt a Resolution entitled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions."

That the Board of Commissioners of the Oxnard Housing Authority conduct a public hearing and adopt a Resolution entitled "A Resolution of the Board of Commissioners of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions;

That the City Council:

1. Conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and
2. That the City Council adopt a Resolution entitled “A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions.”



THE END



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.2

DATE: October 5, 2021

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: Adoption of 2021-2029 Housing Element, text and map changes to the General Plan Land Use Element, Zoning Map Amendment, and five Oxnard City Code/Zoning Text Amendments related to the 2021-2029 Housing Element. (0/15/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing; and
2. Approve Initial Study and Mitigated Negative Declaration (IS/MND - No. 2021-01); and
3. Approve a resolution adopting the 2021-2029 Final Housing Element ("Housing Element") update to replace in its entirety the current 2013-2021 Housing Element as Chapter 8 within the 2030 General Plan (PZ No. 20-620-03) with revisions listed under City of Oxnard Final Housing Element Errata No. 1, and text and map changes to the General Plan Land Use Element (PZ Nos. 21-620-02 & 21-620-03) related to the Amendment and Adoption of the 2021-2029 Housing Element; and
4. Approve a resolution approving Zoning Map Amendments (PZ No. 21-580-04) to change zoning designations on 106 parcels to be consistent with Supplement 1 of the Final Housing Element and facilitate construction of housing units as stipulated in the Final Housing Element; and
5. Introduce the following five ordinances for first reading (by title only, waiving further reading)(PZ 21-580-03):
 - a. An Ordinance of the City Council of the City of Oxnard to Repeal the All-affordable Housing Opportunity Program (AAHOP) and replace these regulations with newly created Affordable Housing, Permitted (-AHP) And Affordable Housing, Discretionary (-AHD) Additive Zone Definitions, Designations and Regulations in OCC Sections 16-420a through 16-420k; and
 - b. An Ordinance of the City Council of the City of Oxnard amending the General Commercial zone permitted and related uses in OCC Section 16-135 & 16-136; and
 - c. An Ordinance of the City Council of the City of Oxnard amending the Business And Research Park (BRP) zone permitted uses in OCC Section 16-162 & 16-163; and
 - d. An Ordinance of the City Council of the City of Oxnard amending the Density Bonus ordinance approval authority and appeal provision in OCC Section 16-410; and
 - e. An Ordinance of the City Council of the City of Oxnard Creating a Ministerial Site Plan Review process OCC Sections 16-523 through 16-523.12.; and
6. Direct City Staff to finalize with noted revisions in Errata No. 1, incorporate the 2021-2029 Housing Element into the 2030 General Plan as Chapter 8 of Goals and Policies document, incorporate zone code text amendments into the OCC, and forward the 2021-2029 Housing Element to the State of California Department of Housing and Community Development (HCD) for certification.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zQhgMShiyt4>

BACKGROUND

EXECUTIVE SUMMARY

The City Council is being asked to approve the Final Housing Element, which is inclusive of the entitlements, environmental review, and Errata No. 1 outlined in the recommendation section of this report. The five ordinances implement policy approaches in the Final Housing Element.

In order to allow for the City to be on an eight-year planning cycle and be able to utilize ongoing and projected new housing related funding Council approval of the Final Housing Element and submission of this document to HCD is required by October 15th. Council approval of the aforementioned ordinances and resolutions must also occur by October 15, 2021, in order for the City to be able to retain discretionary review authority over projects on the new housing element sites (-AHD) identified in Supplement 1 of the Final Housing Element. Lastly, in order to count the sites within Supplement 1 of the Housing Element, all General Plan land use amendments, zone changes and ordinances must also be adopted (1st reading) before October 15th so that the sites are available for development.

Since Committee and Council review of the Draft Housing Element, the following changes have been made to the Housing Element. These changes are in response to conversations with property owners and HCD:

- Added and removed housing sites identified in Supplement 1 of the Housing Element;
- Reduction in the number of Accessory Dwelling Units (ADUs) utilized for lower income housing from up to 1,000 ADUs to 490 ADUs
- Refinement of program language in response to HCD input and Housing Element Program additions due to City and Committee Council direction.

BACKGROUND

The Housing Element is a State-mandated policy document within the Oxnard General Plan that provides direction for the implementation of various programs to meet existing and projected future housing needs for all income levels (see Attachment 1 - Final Housing Element). The Housing Element provides policies, programs, and actions that accommodate growth, produce opportunities for the development of new housing units, preserve existing housing stock, and assists the existing population. To comply with State law, the City's Housing Element must be updated every eight years to ensure the City's policies and programs can accommodate estimated housing growth needs identified in the Southern California Association of Government's (SCAGs) Regional Housing Needs Assessment (RHNA) allocation for the 2021-2029 planning period. Updating the City's Housing Element will result in changes to the City's Land Use Element of the General Plan, including changes to the Land Use map, along with changes to ordinances within the Oxnard City Code (OCC), and zoning map changes all to implement the 2021-2029 General Plan Housing Element. For the City to retain regulatory oversight, these actions must be completed and the ordinances and Housing Element adopted submitted to HCD.

Although SCAG only adopted our RHNA numbers on March 22, 2021 staff has been working on this project since November 2019. Our consultant was under contract in March 2020 and we kicked off public outreach in Summer 2020, including zoom meetings, online site selection surveys, and community workshops. Since July of 2020 staff has been before the Council Committee four (4) times and the full Council two (2) times on items related to the Housing Element. This subject has also been before the Planning Commission three times, most recently on September 16th with a 6:0 vote (Commissioner Lopez was absent) in support of the Council approval of the related Housing Element efforts. A summary of the 2021-2029 Final Housing Element update history is provided in Attachment 2.

The following sections summarize changes from the Draft to the Final Housing Element.

ADUs

Based on HCD's 60-day review of the May 2021 Draft Housing Element, HCD indicated verbally that they would be more comfortable with a reduction in the ADU projection to below 500 units in meeting the City's eight-year RHNA. Table F-3 in the Housing Element was revised to reflect 490 ADUs towards the City's lower income RHNA. The City is

also updating the ADU building permit process to include self certification checklists that are intended to streamline the issuance of ADU building permits.

HCD also strongly suggested that the City create a program to require deed restrictions on some types of ADUs that are accommodated above the provisions already allowed outright under State law, such as when the City provides construction funding assistance. At their meeting in July 2021, the Committee directed Staff to add the ADU construction cost assistance and accelerator program (New Program - Program 44) to the Housing Element; the term of affordability will be determined as part of the development of the program. Additionally, the City is proposing four ADU programs in the Housing Element - Programs 36, 37, 38 and 44. These programs will support construction of ADUs as well as facilitate these units for lower income units.

Changes in Housing Inventory Sites

The reduction in the number of ADU's to satisfy the City's eight-year RHNA represents one of the largest changes between the Draft and Final Housing Element. ADUs represented a significant way the City was meeting its lower income RHNA requirements. By reducing the allocation, the City needed to identify additional lower income housing sites; a few of these sites were presented during the July 27th Committee meeting. Post July 27th Committee input, additional owner interest resulted in the identification of additional lower income housing sites (see below). The dwelling unit count that City Staff is now projecting to comply with the 2021-2029 RHNA is as follows:

Table F-3. Comparison of Site Capacity to 2021-2029 Regional Housing Needs Assessment

Income Group	Remaining RHNA Table D-3	Projected Accessory Dwelling Units	Vacant Sites Capacity [Suppl. 1]	Non-Vacant Sites Capacity [Suppl. 1]	Specific Plans [Suppl. 1]	Subtotal Remaining RHNA	Pending Annexations (Rio Urbana and Teal Club) ¹	Total Units Addressed	Surplus RHNA
Extremely Low	1,835	490	1,010	1,456	224	0	165	3,350	+439
Very Low	1,071								
Low	1,538	0	141	504	706	187	285	1,636	+98
Moderate	4,098	0	610	2,273	625	590	707	4,169	+117
Above Moderate	8,542	490	1,761	4,233	1,555	777	1,157	9,427	
TOTAL									

1. Information about annexations that support these numbers in Sections F.8 and F.9.

The City's total RHNA is 8,549 units. Since the beginning of the reporting period on June 1st, the City has received credit for the construction of five (5) lower income units and two (2) above moderate income units. As the table indicates, the City has a surplus of units in all of the income categories. This is consistent with HCD guidance to create a "buffer" in the event a site is lost.

Since July 2021, some property owners have requested that their property be removed from identification as a lower income housing site within the Housing Element; additionally, some sites were added to the Housing Element inventory in response to owner interest, and to include a few sites that are entitled and have not been developed yet and therefore will be developed during the 6th Housing Element Cycle. Sites removed and added to the Housing Element inventory are included in the Supplement 1 of the Final Housing Element.

Removed Sites/Parcels

The following parcels were removed from the inventory due to responses from owners that they either did not want their parcel included within the inventory, or that they were not interested in residential development.

- 600 N. Harrison / 245 E. Colonia Road (known as “Ventura Pacific” property)(Site 6, removed as a result of discussions with Committee)
- 2121 N. Oxnard Boulevard
- 624 W. Wooley Road
- 1325 S. Oxnard Boulevard

Added Sites/Parcels

The following parcels were added to the Housing Element inventory in response to owner interest, to include a few sites that had been missed in earlier count, and to include entitled sites that had not been developed yet. The below referenced sites are described in Supplement 1 of the Final Housing Element:

- 1505 W. Ninth Street (Site 19) - owner interest
- 1225 S. Oxnard Boulevard and 1260 Saviers Road (parcels added to Site 25) - owner interest
- 5777 S. Saviers Road (parcel added to Site 40) - owner interest
- 416 W. Sixth Street (Site 41) - owner interest
- 619 & 625 South C Street (Site 42) - typographical error (included in one location of document; missing in another)
- 2161 Etting Road (CEDC Farmworker Apartments - entitled project) (Site 43)
- 34 Johnson Road (Johnson Road Apartments- entitled project) (Site 44)

Revisions to Housing Element Programs from Draft to Final

In response to community, Committee/Council, and HCD input on the Draft Housing Element, program language was refined and modified. Some of the edits were in response to Committee direction provided on July 27, 2021 (see Attachment 3). Other program language edits were made to address input from the community, through the review process and in coordination with the City’s Affordable Housing Advocates. Edits were also made to program language to respond to HCD input. Finally, edits were made to refine sources and types of funding, programs to correlate with departmental fiscal year work plans, and to align program language timing with collaborative programs the City is undertaking with the County of Ventura in regards to farmworker study.

Broadly speaking since release of the Draft, edits to Programs 3 (Rezoning to meet RHNA), 5 (Parcel Assemblage/Lot Merger), 6 (Zoning Code Amendments), 9 (Farmworker Housing Program), 10 (Inclusionary Housing Ord.), 19 (Affirmatively Furthering Fair Housing), 37 (ADU monitoring), 41 (Farmworker Housing Study), and 42 (Collaboration with VC Housing Trust Fund) have been made. Additionally, Program 44 (ADU Accelerator program) was added to address HCD feedback, and as directed by the Committee on July 27, 2021. The modified programs and the new program are more thoroughly discussed below, under the analysis section of this staff report. After release of the Final Housing Element in August 2021, Staff also identified additional edits; these are identified in Errata No. 1 and are described below.

Summary of September 2 and September 16, 2021 Planning Commission Hearings

On September 2, 2021, the Planning Commission conducted the first of two steps on the Housing Element and associated Housing Element adoption actions. The staff report discussed the changes between the Draft and Final Housing Element, and reviewed the proposed General Plan Land Use Element amendments, Land Use map changes, and OCC modifications to accommodate the Housing Element. The report also summarized input received by email in late August 2021 following release of the September 2, 2021 Planning Commission staff report. An abbreviated discussion of the General Plan Land Use Element map and text amendments, and OCC modifications and zoning map changes is provided in the Analysis section below; a more detailed discussion is provided in the Planning Commission staff report (see Attachment 4).

On September 16, 2021, the Planning Commission took formal action to recommend City Council approval of the Final Housing Element and associated approvals, including the Final Initial Study/Mitigated Negative Declaration, General

Plan Land Use Element amendments and five ordinances. The staff report (see Attachment 5) provided responses to public comments and detailed ordinance comments received from housing advocates and affordable housing developers. As a result of discussions with housing advocates regarding the September 2nd draft ordinances, staff recommended specific changes to the ordinances; these changes are detailed in the September 16th Planning Commission staff report. The staff report also summarizes changes recommended to the Final Housing Element within Errata No. 1 (see below). The Planning Commission also received a memo before the meeting outlining three additional recommended changes to the ordinance. These included recommended edits to the Additive Zone Ordinance (Chapter 16-420, et. seq.). Specifically: 1.) adding reference to the City's Parcel Assemblage/Fee Waiver program for sites in Supplement 1 as authorized by City Ord. 2945, and identified in Program 5 to ensure affordable housing developers are aware of the program; 2.) clarifying how much floor area can be dedicated to commercial and/or office uses by right; and 3.) clarifying how the Planned Development (PD) will be addressed on sites designated with both the PD zone and the AHP and AHD Additive Zones (see memo after September 16, 2021 Planning Commission staff report).

As this hearing was the second Planning Commission hearing on the Housing Element and associated approvals, public and Commission comment at the hearing focused on: updates to design standards in the proposed Affordable Housing Additive Zone ordinance (OCC Section 16-420); if additional parcels could be added to the Final Housing Element; the rationale for allowing projects entitled via a Site Plan Review (SPR) to expire after 36-months, rather than the City's typical 24-month expiration for entitlements; and the affordability specified in the City's new Additive OCC regulations. Staff provided the following responses:

- Staff provided justification for the design standards for development in an urban environment, including parking location, refuse, unit orientation to street, and compliance with existing City Guidelines. Many of the design standards are derived from the City's Downtown Development Code.
- The City has completed selection of the parcels that will be rezoned to accommodate the City's RHNA for lower income housing. These parcels were taken into consideration in the environmental document and analysis within the Housing Element. The City cannot just add parcels now. The City will keep track of housing sites inventory and add in new parcels if they meet the state's site inventory protocol, and are needed.
- Staff recommended revising the expiration date for SPR from the City's typical 24-month expiration for entitlements to 36-months to allow developers additional time needed to secure funding for construction of affordable housing.
- The public asked how much of the required 20% affordable lower income units would be restricted for very low and extremely low income households. The draft Affordable Housing Additive Zone ordinance includes a requirement under Section 16-420E(B) that "all residential developments built pursuant to this Division 7C are subject to the City of Oxnard Inclusionary Housing Ordinance." The inclusionary housing ordinance requires that new rental projects include 5% very low income units. The Council may consider changes to this percentage when updating the Inclusionary Housing Ordinance (Program 10; recommended to be completed in early 2023).

The Planning Commission concurred with the revisions to the draft ordinances and voted unanimously (6:0) to recommend City Council approval of the Housing Element as revised by Errata No. 1 and associated approvals.

ANALYSIS & DISCUSSION

Final Housing Element Programs, and Housing Element Errata

As described above, since release of the Draft Housing Element, edits have been made to various programs.

- Programs 3 (Rezoning to meet RHNA) – Changes to reflect General Plan Land Use Element map and text changes and zoning map and text changes to implement the Housing Element to allow for a density of 30 dwelling units per acre; similar changes to Programs 30 and 31 to implement the Housing Element. The City will need to amend the General Plan Land Use Element map and text, as well as Chapter 16 of the Oxnard City Code (Zoning Code) and zoning map as part of this program. The first reading of rezoning and Land Use Element map and text changes will be completed prior to October 15, 2021 (the required General Plan Land use Element text and map and OCC text/map changes are further described below). See additional edit to the Final Housing Element within Errata No.1, below.

- Program 5 (Parcel Assemblage/Lot Merger) – Changes to reflect City Council adoption of fee waiver program (pursuant to Ord. 2927) for targeted parcels (less than 0.5 acres) in sites noted in Supplement 1 of Final Housing Element.
- Program 6 (Zoning Code Amendment) – Committed to specific zoning ordinance modifications to comply with State law, including accommodating Single Room Occupancy and creation of a Site Plan Review process for ministerial review for by-right projects.
- Program 9 (Farmworker Housing Program) – Committed to creating brochures and continued engagement with stakeholders.
- Program 19 (Affirmatively Furthering Fair Housing) – Added language presented to and supported by Committee to promote the Program. Affirmatively Furthering Fair Housing (AFFH) - HCD's AFFH Guidance was published in late May 2021, after the City's submittal of the Draft Housing Element to HCD. Revisions for consistency with the AFFH Guidance will result in augmentation and modifications to Programs 2 (Citywide Homeowner Repair Program) as well as Program 19 (AFFH), respectively. New program language was added in response to HCD guidelines. See additional edit to the Final Housing Element within Errata No.1, below.
 - The added AFFH language included:
 - Prioritize green infrastructure investment in areas of concentrated poverty.
 - Ensure non-English-speaking applicants have access to programs through advertising and outreach, including accommodation for translation services.
 - Each time a housing project is proposed that may influence a particular group or neighborhood, in particular in areas of linguistic isolation, the City will make efforts to distribute information on the project to ensure that the group or neighborhood is made aware of the project and the process and has the opportunity to respond.
 - Expand access to utilities in Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs).
 - Promote Density Bonus opportunities in R/ECAPs. Review the City's Density Bonus regulations and expand them to allow above state Density Bonus provisions (higher density and/or concessions) in R/ECAP areas if it is determined that this would provide more opportunities in these areas.
 - The City of Oxnard Sustainable Transportation Plan (scheduled to be complete in 2022) will focus on inclusive community engagement to ensure that the needs of each community, age group, and socioeconomic status are represented. The document will incorporate complete streets design, safe routes to school, vision zero, sidewalk or bike lane improvements and first/last mile planning in tandem with land use opportunities in lower resourced areas including R/ECAPs and areas of linguistic isolation.
 - Conduct an assessment of tree canopy in R/ECAP areas and areas of linguistic isolation. If tree canopy is less than in other areas of the City, in conjunction with the City's Climate Action Plan, the City can recommend increasing tree coverage in the identified areas.
- Program 41 (Farmworker Housing Study) – Modified to clarify that the City will seek grant funding, or other City secured sources of funding/staff time; timing to implement the program was also moved back to align with budget cycles and County work efforts/timing. See additional edit to the Final Housing Element within Errata No.1, below.
- Program 42 (Collaboration with VC Housing Trust Fund) – City will continue partnership; City will secure staff support or other forms of funding; timing to implement the program was also moved back.
- Program 44 (New Program – ADU Accelerator Program) – HCD expressed concerns on the number of ADUs utilized to meet the City's lower income RHNA. In response, staff added a new incentive program to encourage ADU construction and address long term ADU affordability as part of AFFH requirements. The number of ADUs utilized to comply with the City's lower income RHNA allocation was also reduced from 1,000 to 490 units. Deed restrictions to ensure affordability cannot be imposed on new ADUs unless the City provides financial assistance for the construction of the unit or other benefit(s) above and beyond the provisions of state ADU law. The term of affordability will be determined as part of the development of the program.

Staff identified additional edits needed to the Final Housing Element. These are reflected within an Errata to the Final

Housing Element. Errata items will be corrected prior to submission to HCD for certification. Edits can be characterized as follows:

- Minor Typographical changes and edits resulting in non-substantive edits; this is reflected in Errata No. 1;
- Final Housing Element Program changes (smaller edits are discussed within the Errata - Program 14 and 35):
 - Program 3 - Rezoning to meet RHNA. Added no net loss provisions as required under Government Code Section 65861. Specifically, that the City will maintain an inventory of potential sites to accommodate housing at all income categories.
 - Program 10 - Inclusionary Housing Ordinance. In collaboration with Ms. Barbara Macri-Ortiz, Staff is recommending moving up the timing to complete a comprehensive update to the City's Inclusionary Housing Ordinance (from Fiscal Year (FY) 2022-2023 to early 2023).
 - Program 19 - AFFH. Suggested new item (or bullet) to address input received from Ms. Veronica Ortiz, People's Self Help Housing. Language reinforces the City's continued collaboration with affordable housing programs and opportunities in consultation with the Housing Dept.; outreach through the City's Annual Housing Element workshop.
 - Program 37 - ADU Monitoring. With the City's significant reduction in number of ADU's used to fulfill the City's lower income RHNA, program language is being revised to significantly scale back the intensive outreach and evaluation of program sufficiency every two years. Monitoring will occur as part of the City's Annual Report and as part of the Annual Housing Element workshop.
 - Program 41 - Farmworker Housing Study. Align timing to complete study with the County of Ventura's recently adopted Final Housing Element; now complete study by December 2024.

2030 General Plan Amendment and Zoning Amendments

Amendments to the General Plan Land Use Element and Zoning text and map changes are being processed concurrently with the 6th Cycle Housing Element so that at the time of 6th Cycle Housing Element adoption, the appropriate zones are in place to accommodate and implement the sites identified in Supplement 1 of the Housing Element. The lower income RHNA sites must accommodate at least 30 dwelling units per acre, which is the default density defined by HCD. To accommodate this, the following actions will need to be taken:

1. The General Plan Land Use Element Section 3.5 and Table 3.2 will be amended to allow residential development at a density of 30 dwelling units per acre on General Commercial and Business Research Park designated parcels that are identified with an overlay of Affordable Housing Permitted (AHP) or Affordable Housing Discretionary (AHD) on the zoning map (See Attachment 6).
2. The General Plan Land Use Map designation will be amended on approximately 13 parcels.
3. The following Zoning text amendments must be adopted concurrently with the Housing Element:
 - a. Create the Affordable Housing additive zones and regulations (AHP and AHD) that allows 30 dwelling units per acre (OCC Section 16-420);
 - b. Update permitted uses in the General Commercial (C-2; OCC Sections 16-135 & 16-136) and Business and Research Park (BRP; OCC Section 16-162 & 16-163) zones to allow 30 dwelling units per acre on - AHD and -AHP sites;
 - c. Update the Density Bonus ordinance to allow density applications to be approved by the Community Development Director for by right development, and
 - d. Create a new ministerial SPR processes and objective development standards for by-right projects (OCC Section 16-523).
4. The Zoning Map will be amended to change the zoning on approximately 63 parcels, predominately by adding an affordable housing additive zone (-AHP or -AHD) on top of the existing zoning that will allow the development of 30 dwelling units per acre. The City will also remove the -AH suffix associated with the retiring AAHOP program from approximately 36 parcels. Eight parcels that have been entitled/developed under AAHOP will also be rezoned with the AHP additive zone to retain development options for the parcel under an affordable zone designation. (See Attachment 7).

A detailed discussion on the proposed General Plan text and map amendment, and each zoning text and map amendment is provided in the September 2, 2021 Planning Commission staff report in Attachment 4, and summarized below.

1. General Plan Land Use Element, Amendments

The General Plan Land Use Element will be amended to allow residential development at a density of 30 dwelling units per acre on General Commercial and Business Research Park designated parcels that are identified with AHP or AHD on the zoning map. Many of the affordable housing sites have either a General Commercial or Business and Research Park designation. Consistent with Council direction, the following changes are recommended to allow multifamily housing on specific sites in these zones.

Table 1 - 2030 General Plan Land Use Element Text Amendments

General Plan Land Use Designation	Current Allowable Density & General Plan Land Use Element Text	Proposed Density & General Plan Land Use Element Text, Section 3.5 and Table 3.2
Business Research Park	0 du/acre; Housing not currently permitted. "Business and Research Park. Professional, administrative, research, and limited manufacturing uses along with limited commercial activities intended to support such uses, integrated into campus-like environments that are oriented towards arterials, freeways, airports, and harbors, and developed to high property and development standards."	30 du/acre add text "and residential uses up to 30 units per acre shall be permitted on parcels identified as AHP or AHD".
General Commercial	18 du/acre; "General. Retail centers and free-standing commercial uses along arterials, may also include office, residential uses up to 18 dwelling units per acre, live/work, work/live, and mixed uses."	30 du/acre add text "and residential uses up to 30 units per acre shall be permitted on parcels identified as AHP or AHD".

2. General Plan Land Use Map, Amendments

The land use designation on 13 parcels on four Housing Element sites (sites can contain multiple parcels) will be amended from Limited Manufacturing or Public/Semi Public to General Commercial or Business Research Park to be more compatible with multifamily residential land use. Specific parcels are listed in the Attachment 6c (Resolution for General Plan Amendment).

3. OCC, Chapter 16 - Zoning Text Amendments

a. Zoning Text Amendment to Repeal AAHOP and Create Affordable Housing Additive Zones

In October 2020, as a result of new State Housing Element law the Council provided Staff with direction to rezone properties to the State/Ventura County region default density of up to 30 dwelling units per acre (du/acre) to accommodate affordable housing. During this meeting, City Council directed Staff to discontinue the AAHOP program and instead rezone select Housing Element sites to the State default density of 30 du/acre to achieve the total 2021-2029 RHNA lower income allocation.

HCD Guidelines allow for the default density requirement to be accommodated through an Affordable Housing Additive Zone (overlay) that allows property owners flexibility to build multi-family housing on their property, without modifying the standards of the underlying zoning district or restricting the property owner's existing development rights. Since the majority of the sites that are identified for affordable housing are presently zoned C-2 and BRP, an Affordable Housing Additive Zone that allows the default density of 30 du/acre (with a minimum 20% affordable units per State requirements) is recommended, as it would allow existing C-2 and BRP property owners to continue their existing use while developing a portion or all of their property with housing. Additionally, many owners have expressed that they are not interested in outright residential zoning on their property, but would be interested in an Affordable Housing Additive

Zone that can accommodate a mix of uses. Loss of these sites would create difficulty for the City to accommodate its RHNA.

The State requires the City to rezone specific Housing Element sites that were in prior Housing Elements to allow ‘by-right’ development, provided that a minimum of 20% of units are restricted as affordable to lower income households. The State does not require the same ‘by-right’ provisions for new Housing Element sites. Additionally, many of the new Housing Element sites are presently in industrial areas where discretionary oversight would be necessary to ensure compatibility with surrounding uses. Therefore, two Affordable Housing additive zones are proposed. One zone that would overlay prior Housing Element sites to accommodate the default density by-right (Affordable Housing Permitted; AHP), and another zone that would accommodate the default density on new affordable sites with discretionary review (Affordable Housing Discretionary; AHD). Both Affordable Housing Additive Zones would require 20% affordable housing by deed restriction or affordability agreement. The Additive Zone text will replace the AAHOP program text in its entirety in OCC Section 16-420. As an incentive to the 100% affordable housing developments, Staff has retained the AAHOP derived 10% adjustment to development standards numerical reduction provision; this would only apply to 100% affordable housing development projects and could be layered with Density Bonus applications for deeper concessions for affordable housing. A provision to waive lot merge fees for small parcels (less than 0.5 acres) on -AHP or -AHD sites has also been included to codify Program 5.

Table 2 - Oxnard City Code Text Amendments

Repeal AAHOP and Create Affordable Housing -AHP & -AHD Additive Zones, see Attachment 8

Zoning	Current OCC Allowable Density & Text	Proposed OCC Density & Text
AAHOP - Remove overlay zone (OCC Section 16-420)	16-420E "(B) Maximum density - The allowable density of units per acre for the -AH additive zone is the amount shown on the zoning map. All sites allow <u>between 20 and 39 units per acre</u> . AAHOP project density is based on the site size less land dedications for roadway widening required by the 2030 general plan circulation diagram (Figure 4-1)."	N/A (AAHOP text and overlay removed)
Affordable Housing Permitted (AHP) - New additive zone (on C2 sites that were in 1 or 2 prior housing elements). (OCC Section 16-420)	N/A	30 du/acre, Permitted " By Right ". Text clarifies that residential development with a density of up to 30 units/acre that includes at least 20% lower income is permitted with a SPR (Non-Discretionary). A PD on the site is applicable to non-residential development on the site and residential development with less than 20% lower income. The developer can access State Density Bonus Law in addition to using the densities allowed in the additive zone. Text references R4 standards, attached dwelling unit standards and includes objective design standards.
Affordable Housing Discretionary (AHD) - New additive zone (on C2 & BRP sites that were not in prior housing element) (OCC Section 16-420)	N/A	30 du/acre, Discretionary . Text clarifies that residential development with a density of up to 30 units/acre that includes at least 20% lower income is permitted with

		an SUP (Discretionary). The developer can access State Density Bonus Law in addition to using the densities allowed in the additive zone. Text will reference R4 & attached dwelling standards and includes objective design standards.
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b. Zoning Text Amendment to Update Permitted Uses in General Commercial and Business Research Park Zones

Similar to the amendment to the General Plan Land Use Element, the following sections of the OCC, Chapter 16 would be amended to allow residential development at a density of 30 dwelling units per acre on C-2 (General Commercial) and BRP (Business Research Park) zoned parcels that are identified with the AHP or AHD additive zones on the OCC zoning map.

Table 3 - Oxnard City Code Text Amendments

C-2 and BRP Permitted Uses, see Attachments 9 and 10

Zoning	Current OCC Allowable Density & Tex	Proposed OCC Density & Text
BRP (OCC Section 16-162 Non-Industrial Uses, and 16-163 Industrial Land Uses by Zone: Industrial Land Use Matrix)	0 du/acre; Housing not currently permitted.	30 du/acre add text "Residential uses up to 30 units per acre are permitted in the BRP on parcels identified as AHP or AHD" as provided in section 16-420.
C2 (OCC Sections 16-135 Permitted Uses, 16-136 Related Uses, and 16-138 Lot Area Per Dwelling)	18 du/ac; "The permitted and related uses in the R-3 zone" (OCC 16-136) AND 72 du/acre; "Every main residential building shall have a lot area of <u>not less than 600 square feet per dwelling unit</u> , except for hotels or apartment hotels that have no cooking facilities in any individual room, suite or apartment." (OCC 16-138)	30 du/acre add text to 16-135 "The permitted and related uses in the R-4 zone on parcels identified as AHP as provided in section 16-420." add text to 16-136 "The permitted and related uses in the R-4 zone on parcels identified as AHP or AHD as provided in section 16-420" (No change to 16-138)

c. Zoning Text Amendment to allow Density Bonus Applications to be Approved by the same Approval Authority authorized to approve the associated Discretionary or Ministerial permit for the housing development

The Density Bonus section of the OCC (Section 16-410) presently requires Planning Commission or City Council approval on ministerial Density Bonus applications. To accommodate 'by-right' development that is required to be approved ministerially, remove a code inconsistency, and improve project processing efficiencies, an amendment to OCC, Section 16-410 is recommended. Under the proposed amendment, the Density Bonus permits for ministerial applications would be approved by the Community Development Director, while Density Bonus applications that accompany discretionary projects would continue to be approved by the Planning Commission or City Council. Legislative text revisions to OCC, Section 16-410 is provided in Attachment 11.

d. Zoning Text Amendment to create Ministerial Site Plan Review process for 'By-Right' projects

As discussed earlier, 'by-right' development allowed on sites with an AHP additive zone must be reviewed ministerially, which means the public agency is required to act on a development using fixed standards and the agency cannot use discretionary judgement. Chapter 16 of the OCC does not presently have a ministerial process for reviewing multifamily development projects. Although the City's Development Design Review (DDR) permit (OCC Section 16-525) allows such projects to be approved by the Community Development Director (rather than Planning Commission or City Council), the DDR process requires public workshops, public noticing, and allows discretionary review on aspects of the

project, such as, but not limited to, design. To comply with the State's requirement, the City is creating a ministerial Site Plan Review (SPR) process for conducting a ministerial (non-discretionary) review of by-right development applications. The Community Development Director will be the approval body for SPR to ensure compliance with objective development and design standards. The SPR will also be reviewed by the Development Advisory Committee (DAC) for consistency with Federal, State and Local codes, ordinances, resolutions and standards. The intent of DAC review is to provide an interdepartmental perspective and coordination prior to project approval with the goal of streamlining the development process. No public notifications or public meetings or hearings would be required for SPR Permits. However, for transparency, the SPR permits will be identified on the City's Development Project List that is posted on the City's website and updated quarterly.

HCD guidelines clarify that ministerial review does not preclude jurisdictions from imposing objective design review standards. Multifamily projects reviewed as by-right under the AHP provisions will be subject to multifamily development standards in the OCC, objective design standards and special development requirements in Section 16-420 (see Attachment 8).

4. Zoning Map Amendment

Many of the affordable housing sites identified in Supplement 1 of the Housing Element do not presently accommodate the default density of at least 30 du/acre; therefore, the City will need to process zone changes for those sites to add the -AHP or -AHD additive zone on top of the existing zoning. The State requires that the City rezone vacant properties that were in two prior Housing Elements and non-vacant properties that were in one prior Housing Element to allow 'by-right' development, provided that a minimum of 20% of units are restricted as affordable to lower income households. These sites will receive an AHP additive zone designation on the City's zoning map.

A list of sites that will need zone changes is included in Supplement 1 of the Final Housing Element. Additionally, the AH- additive zone associated with the retiring AAHOP program will be removed from the prior Housing Element sites, including those sites that were not selected to be included within the 6th Cycle Housing Element, or for a property owner that did not want their property included in the current Housing Element. Approximately 41 parcels within 19 sites will be rezoned from -AH (AAHOP) overlay to the AHP additive zone, and 25 new parcels will be zoned with the AHD additive zone. Eight parcels that have been entitled/developed under AAHOP will also be rezoned with the AHP additive zone to retain development options for the parcel under an affordable zone designation. The AH zone will be removed from all remaining AAHOP sites. The proposed zone map changes and list of affected parcels are included in Attachment 7 and may be viewed on the following City website: <https://arcg.is/HmSS1>

COMMUNITY INPUT AND LEGAL NOTICE

A notice of public hearing was posted in the Ventura County Vida newspaper, and mailed to all property owners of parcels subject to General Plan land use and zoning map changes. The City also set up a website for owners to verify the General Plan map and zone map changes to their property at <https://arcg.is/HmSS1>. Staff received public inquiries from two property owners requesting clarification on the zone changes for their specific properties.

2030 GENERAL PLAN CONSISTENCY

All General Plan Elements are required to be internally consistent. Consistency follows the procedure outlined in Chapter 9 of the 2030 General Plan reviewing the 2030 General Plan Goals and Policies and classifying them as: I) Direct Applicability to a Proposed Policy, Project or Program; II) Related or Indirect Applicability to the Proposed Policy, Project or Program; or III) No or Distant Applicability to the Proposed Policy, Project or Program. Attachment 13 is a consistency evaluation that documents that the proposed 2021-2029 Housing Element Update with proposed changes in Errata No. 1 is consistent with the 2030 General Plan.

As part of the circulation analysis and determination of General Plan conformity, a level of service (LOS) analysis was conducted for the Housing Element Update. This analysis evaluated 20 intersections. The LOS analysis evaluated peak hour roadway operations associated with the full buildout of the Housing Element in 2029. The City's General Plan established LOS C as the desired LOS throughout the City unless specifically permitted by the City Council. In evaluating compliance with the LOS traffic volumes were prepared using counts collected from traffic studies conducted in the City of Oxnard between 2015 and 2019. The counts were adjusted to a baseline year of 2021 using growth factors

derived from the Ventura County Transportation Model (VCTM), which has a base year of 2016 and future year of 2040. The baseline counts do not reflect conditions under the COVID-19 pandemic and the disruptive transportation trends. This has been acknowledged across transportation professionals. In the near future the City will be updating its traffic model in early 2022. This will also be useful as the City embarks on the comprehensive update to the City's General Plan and plan for land use.

An analysis of the 2021-2029 Final Housing Element evaluated traffic volumes utilizing information under future plus project conditions (year 2029), seven study intersections performed worse than the desired LOS established in the General Plan. However, should all the improvements described in the General Plan be implemented, then this would be reduced from seven to three locations. These are: Victoria Ave./Gonzales Road; Oxnard Blvd. & 5th Street; and Saviers Road/Channel Islands Blvd. It should also be noted that while these intersections do not meet the performance standard, they are not operating at LOS E or F. This analysis also underscores the need to reevaluate the City's Circulation Element considering changing traffic volumes, new housing requirements mandated by the State of California, the effect of the COVID-19 pandemic on travel, new disruptive transportation trends such as e-scooters and ride hailing services (Uber and Lyft), and the State's focus on reducing vehicle miles of travel. A comprehensive look at this is planned to begin in 2022 as part of the City's 2045 General Plan update process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEW

The Housing Element is subject to review in accordance with CEQA. With the passage of Senate Bill (SB) 743, as of July 1, 2020 environmental analysis and environmental documents no longer use LOS but instead utilize VMT. The VMT analysis is intended to support the State's goals in reducing greenhouse gas (GHG) emissions, encouraging infill development, and improving public health via increased active transportation. The switch from LOS to VMT in environmental documents is intended to ensure that the multi-modal environmental impacts are addressed in a holistic fashion, considering the interrelationship of climate, transportation, and land use patterns in environmental documents and land use decisions.

The City prepared an Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) for the proposed 2021-2029 Housing Element and related actions in accordance with CEQA Guidelines, Section 15070; see <https://www.oxnard.org/housing-element-update/>. Mitigation measures were minor and pertained to standard mitigations to address biological and paleontological resources. The public comment period ended on September 3, 2021. Comments on the IS/MND were minor in nature, and did not raise any new significant impacts, or changes to any conclusions. Though not required by CEQA written response will be provided to these organizations ten days prior to City Council approval of the IS/MND. Comments were received from the following organizations (see Attachment 14):

- Ventura County, Air Pollution Control District - No revisions necessary; comment supports Site Plan Review provisions pertaining to Special Development Requirements
- Ventura County, Watershed Protection District - No revisions necessary; reply will clarify City process and Housing Element sites
- Ventura County, Agricultural Commissioner's office - No revisions necessary; reply will clarify City process and Housing Element sites
- CalTrans District 6 - No revisions necessary; reply will clarify the City's parking requirements and Housing Element Programs
- Santa Ynez Band of Chumash Indians, Tribal Elders - No revisions necessary; state required consultation due to General Plan Amendment acknowledged and City's legal compliance met
- State of California – Natural Resources Agency, Department of Fish and Wildlife – Minor changes to mitigation measure language regarding biological surveying and bird nesting protection; addition of a new mitigation measure regarding wildlife protection during construction. These have been incorporated into the Final IS/MND and will be made conditions of project approval, as warranted.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Adoption of the 2021-2029 Housing Element Update commits the City to implement programs identified in Chapter G of the Final Housing Element. Implementation of these programs will either be executed as ongoing programs already included in various departmental work efforts and priorities; or as new programs which will require departmental prioritization. The Final Housing Element is pending review and certification by HCD so additional program edits and timing for implementation may change between now and January 2022, which may also require future funding requests. As part of the upcoming FY 2022/2023 budget requests, the Community Development and Housing Departments will be putting together a comprehensive budget request for Council review and approval.

COMMITTEE OUTCOME

This is a Public Hearing and was heard by the Planning Commission, therefore this item did not originate in Committee.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Attachment 1 - 2021-2029 Final Housing Element (6th Cycle Housing Element) including Errata No. 1
2. Attachment 2 - 2021-2029 Final Housing Element Update History
3. Attachment 3 - July 27, 2021 Community Services, Public Safety, Housing and Development Committee Staff Report - Draft Housing Element
4. Attachment 4 - September 2, 2021 Planning Commission Staff Reports on the Draft Housing Element
5. Attachment 5 - September 16, 2021 Planning Commission Staff Report (including Memo Provided to Planning Commission on September 15, 2021).
6. Attachment 6 - Resolutions for General Plan Amendments
7. Attachment 7 - Resolution for Zoning Map Amendments (PZ No. 21-580-04)
8. Attachment 8 - Ordinance No. ____ - OCC Sections 16-420a through 16-420k (Affordable Housing -AHP and -AHD Additive Zone) Amendments - New Provision
9. Attachment 9 - Ordinance No. ____ - OCC Section 16-135 & 16-136 (C-2 General Commercial zone) Amendments
10. Attachment 10 - Ordinance No. ____ - OCC Section 16-162 & 16-163 (Business And Research Park zone) Amendments
11. Attachment 11 - Ordinance No. ____ - OCC Section 16-410 (Density Bonus) Amendments
12. Attachment 12 - Ordinance No. ____ - OCC Sections 16-523 to 16-523.12 (Site Plan Review) New Provision
13. Attachment 13 - 2030 General Plan Conformity Determination (Table and Fehr & Peers memo)
14. Attachment 14 - Final Initial Study and Mitigated Negative Declaration
15. 10.05.21 CC Presentation - Approval of Final Housing Element

Attachment 1

2021-2029 Final Housing Element (6th Cycle Housing Element – see

https://www.oxnard.org/wp-content/uploads/2021/08/Adoption-Final_8-13-21_clean.pdf

Legislative Draft of 2021-2029 Final Housing Element

https://www.oxnard.org/wp-content/uploads/2021/08/Adoption-Final_8-13-21_tracked.pdf)

Errata No. 1

Since release of the Final Housing Element, staff and the public have identified typographical errors, and other minor edits/modifications necessary to the document. Errata No. 1 addresses comments received from Ms. Barbara Macri-Ortiz on August 16, 2021, as well as input received from Ms. Veronica Garcia on September 2, 2021, the Planning Commission in support of their meeting on September 2, 2021. Edits to the Final Housing Element are noted below in legislative format; text to be removed is shown in ~~striketrough~~ and new text is underlined.

Page Number	Input Received	Description of Change
Title Page	Addition of authors and decision-makers for the 6 th Cycle Housing Element should be included	Members of the City Council, Planning Commission, and senior level staff who worked on the Housing Element will be identified.
A-3	Delete the word "developed" and replace with the word "dedicated" should read ... also "DEDICATED" Measure O Funds...	The City has also dedicated <u>developed</u> Measure O funds and State HEAP funding to build a permanent year-round shelter in partnership with the City of Ventura and the County of Ventura.
B-18	Table heading says 2010 and 2020. But the table reports housing types in 2000 and 2020. which is it? I think it probably is for period 2010 and 2020. This is confirmed by	Changed table column heading to be 2010, not 2000.

	Table B-26 which also reports a total of 52,772 housing units in 2010	
B-31	A Planning Commission hearing to review the Draft Housing Element on April 1 and HEDC Committee meetings on March 9 and April 13.	A Planning Commission hearing to review the Draft Housing Element on April 1, <u>2021</u> and HEDC Committee meetings on March 9, <u>2021</u> and <u>City Council meeting</u> on April 13, <u>2021</u> .
B-31	During the "AI" process	This reference has been revised to add, "During the analysis of impediments.....
B-31	Change "places" to "households", i.e. ...to a point where households earning Oxnard's lower median income cannot afford the "low income" housing that is being produced. Also, delete the word "a" in the next sentence. should read: .. has resulted in middle-class families leaving the City,	Participants expressed that while the supply of multifamily units has increased, they are not affordable to lower-income households, and raised that the high median income in Ventura County inflates the price at which "affordable" housing is marketed to a point where places <u>households</u> with a lower median income cannot afford it. This shortage of affordable housing has resulted in a middle-class families leaving the City, an increase in overcrowding to make ends meet, and an increase in overcrowding.
B-32	At the end of the sentence... "that all persons have access to sound and affordable housing", add the following: "to the extent such housing is available. The reality is that with a 1% vacancy rate, many Oxnard residents do not have sufficient income/resources to compete for what little housing opportunities may be available."	Regular reviews of policies and practices ensure that, as the city grows and changes, it continues to ensure and enforce that all persons have access to sound and affordable housing <u>to the extent such housing is available.</u>
B-32	Spelling: it is "tenants", not "tenets"	The fair housing conference and workshops seek to make <u>tenants</u> tenets and landowners aware of housing rights, covering topics such as federal and state housing laws, common forms of housing discrimination, protected characteristics, unlawful practices, and fair housing liability.
B-36	This section does not make any sense. What is the % of children living in married couple households in other VC cities? There is no basis for the conclusion contained in the last sentence. Is the point that Oxnard has more unmarried couples and single parent households? The paragraph does not show how the conclusion was reached or its relevance. The problem is that there is housing discrimination against families with children, whether the parents are married	Familial status varies <u>between census tracts</u> more than the other indicators, and more than in other Ventura County jurisdictions. <u>Other Ventura County cities, including Santa Paula, Simi Valley, Moorpark, and Thousand Oaks are dominated by married-couple households, with most census tracts within the cities showing up to between 79 percent and 100 percent of children living in married-couple households. Comparatively, Oxnard only contains two census tracts with between 79 to 100 percent of children living in married-couple households. In much of Oxnard, there is a higher incidence of children living in family arrangements other</u>

	or not, or whether the guardian is a grandparent or other non parent.	than married-couple households, such as single-parent households or unmarried households. Where the City contains several neighborhoods with less than 58 percent of children living in married-couple households, other inland cities in Ventura County, including Santa Paula, Simi Valley, Moorpark, and Thousand Oaks, are dominated by married-couple households. In this way, Oxnard reflects the inland urban areas in the SCAG region, such as within the Los Angeles County urban core, and other cities within Ventura County reflect suburban cities along the SCAG coastline. This differs from other areas of the SCAG region, where the percentage of children in married-couple households decreases moving inland from the coastline into inland urban areas. In the SCAG region, including within the Los Angeles urban core the percentage of children in single parent or unmarried families is typically concentrated within low resource and/or areas of high segregation and poverty, such as within the Los Angeles County urban core. This differs from Oxnard, where single-parent and unmarried family households are more dispersed within the City and not necessarily concentrated within low-resource areas or areas of high segregation and poverty. The lack of concentration within low resource areas may indicate that non-traditional (i.e., non-married couples) families with children encounter less barriers to housing choice in Oxnard which may indicate a decreased likelihood of landlords discriminating against unmarried couples and individuals.
B-38	Should point out that none of the intercity bus routes provide sufficient service to be classified as a "major transit stop." Also that Metrolink provides service to LA only in the early morning hours and has limited return trips, only in the late afternoon hours. I would hardly characterize that as "relatively good public transit."	<u>Mobility Options</u> Oxnard residents are served by intercity bus routes, regional bus service, and Metrolink commuter rail service. Metrolink serves regional Los Angeles, Orange, Riverside, San Bernardino, Ventura, and North San Diego Counties in Southern California. Metrolink Ventura County Line trains stop in San Buenaventura, Oxnard, Camarillo, Moorpark, and Simi Valley. <u>As of 2021, Metrolink provides service to Los Angeles only in the early morning hours and has limited return trips on the afternoon. Gold Coast Transit is planning to expand service in Oxnard's High Quality Transit Corridor along Oxnard Boulevard during the Housing Element planning period.</u> Overall, Oxnard has relatively good public transit.

		Program 19 calls for an assessment of pedestrian and bicycle facilities in R/ECAPs and areas of linguistic isolation to improve mobility options in underserved areas. <u>Program 33 includes work to improve transit along the High Quality Transit Corridor.</u>
B-39	Is that accurate? I think the beach communities are primarily "white", not "non-White".	Though there are publicly accessible beaches in Oxnard, the adjacent neighborhoods are primarily non-White with high median incomes, resulting in disproportionate access to healthy outdoor recreational opportunities near homes.
B-40	Where did you get the figure that only 12% of renter households are overcrowded? The figures contained in Figure 24 in the Ventura County Analysis of Impediments to Fair Housing from 2020 reported 12% of ALL Oxnard households were overcrowded based on 1.01 to 1.50 occupants per room, AND another 6% of all households were "severely overcrowded" based on 1.51 or more occupants per room. [So total of 18% overcrowded.]. That chart is not broken down between renters and owners. However, the statistics in the 2013 VC Analysis of Impediments to Fair Housing reported that 43.4% of renter households and 22.1% of owner households were overcrowded. That was based on 1.5 persons per room. [See Table 36, p. 56]. Granted, the information was from the 2000 Census data, but the problem has not gotten any better. I am attaching the two documents for your review. The trend in the last 20 years was to build big houses, so those homes that were purchased, together with the affordable housing that was built, undoubtedly brought the averages down. At the very least, you should report the information as broken down in Figure 24 (pg. 43) of the VC Analysis, that is based on the 2011 - 2015 ACS.	As discussed in Chapter B, Existing Housing Needs, and Chapter C, Populations with Special Housing Needs, overcrowding is a significant issue for renters in the City of Oxnard, with 29.4 percent of renter households overcrowded with 1.01 or more persons per room (<u>see Table B-17</u>).
B-40	Last I heard, the vacancy rate is 1%, not 6%. There is an extreme shortage of supply. I have clients who have not been able to locate alternate housing for months after receiving a 60 day notice to vacate. By the way, the ones with the most difficult searches are those with children. And there is a good amount of discrimination against households with children.	<u>As shown in Table B-26,</u> tThe vacancy rate in Oxnard is <u>76</u> percent, which does not indicate an extreme shortage of supply; therefore, overpayment is likely due to a shortage of affordable housing.

C-15	This needs to be reworded. The Etting Road project is referred to twice - first as a 42 unit farm worker project, and then as a 58 unit farm worker family and veteran housing project located on Etting Road. Either just reference as a 42 unit project, as I had it, or it should be referred to as a 58 unit project with 42 units for farm workers and 15 units for veterans. I would also reorder that sentence - put it after the last sentence which states: These developments were approved and constructed, consistent with the City's Planning and Zoning regulations for multifamily housing... Then say, additionally.... and talk about Etting Road since it has not been constructed yet.	Within the City of Oxnard's incorporated area, there are four farmworker family housing projects that were developed by Cabrillo Economic Development Corporation (CEDC) and are deed restricted for farm worker families, including Meta Street Apartments (24 farm worker units), Villa Victoria Apartments (27 farm worker units), Villa Cesar Chavez Apartments (52 farm worker units) and Camino Gonzalez Apartments (18 farm worker units). Additionally, a 42-unit farm worker family project, located on Etting Road, is currently in the development stages. Additionally, a 58-unit farm worker family and veteran housing project, located on Etting Road, is currently approved. These developments were approved and constructed, consistent with the City's Planning and Zoning regulations for multifamily housing. These developments were approved and constructed, consistent with the City's Planning and Zoning regulations for multifamily housing. <u>Additionally, a 58 unit farm worker family and veteran housing project located on Etting Road, which included 42 units for farm workers and 15 units for veterans, has been approved.</u>
D-3	Change the date from March 2017 to July 2021	Changed source in footnote to be June 2021, not March 2017
F-2	Should be very low OR low income. and one OR two person households. The higher rents were not affordable to very low income one person households. Furthermore, for a studio, the rents are calculated on a one person household, regardless of income level. So you are stretching it to suggest that a rent of \$1,579 was affordable to a very low income household for a studio. Either use the word "or" or the paragraph needs more explanation.	All of the ADUs available for rent were affordable to very low-<u>or</u> and low-income one-<u>or</u> and two-person households.
F-5	This sentence is not accurate. The approved project will only add the 30 units of Special Needs housing, and remove five structures. So eliminate the following: "will remodel two farm worker's dormitories and a community kitchen." These facilities were already remodeled, and have nothing to do with the new project approvals.	This approved project will remodel two farmworkers' dormitories and a community kitchen, remove five substandard structures, and add 30 units of Special Needs affordable apartments in two new buildings along with parking and recreational amenities. These projects demonstrate the market trend to redevelop sites with existing buildings and constructing multifamily units. The approved project involves a Development Design Review (DDR) permit for approval of 30

		units of Special Needs affordable apartments in two structures with associated site improvements in conjunction with the continued use of the farmworker housing known as Garden City with 77 beds, managers unit, kitchen and dining room, replacement bathrooms and laundry facilities, and 23 parking spaces. Additionally, approval of the Density Bonus permit was authorized granting a twenty-five percent density increase over the otherwise maximum allowed density and three incentives to permit construction of 30 special needs affordable (lower income) apartments in two structures located at 5600 and 5690 Cypress Road.
F-7	The Garden City project does not have building permits yet; it is still in Plan check.	Reference to the Garden City project having a building permit will be changed to “under plan check” in the “status” column.
F-7	That figure of 219% of allowable density is not accurate. I think you are counting the beds, too, but that is mixing apples and oranges. The density we achieved was based on the vacant portion of the parcel. We requested and received a 25% density bonus, going from 24 units to 30 units for the project. So the % of allowed density should read 125%	Changed percent for Garden City project in Table F-2 from 219 to 110%. Also edited text in the Realistic Capacity section (Section F.6) following Table F-2 due to the change to the Garden City project percent and to address an error. The average approved/built percent of allowed density on projects listed in Table F-2 that are outside of Downtown is 109¹⁷ percent of allowed density because most of the projects utilized a density bonus or were AAHOP projects. For small sites (less than .5 acres) listed in Table F-2 the average approved/built percent of allowed density is 122 percent of allowed density. The lowest percent shown for projects outside of Downtown in Table F-2 is 70⁸² percent <u>and 90 percent of the project percent's are greater than 80 percent (or 19 of the 21 representative projects outside of Downtown)</u>, confirming that 80 percent is an appropriate conservative assumption for realistic development capacity for Housing Element sites outside of Downtown.
G-10	Program 3 - To address the 2021–2029 RHNA, the City shall amend the General Plan and the Zoning Code, as needed, and as detailed in Chapter F, Achieving the RHNA Allocation, to provide adequate site(s) for at least 2,911 lower-income units and allow 30 dwelling units per acre or greater on certain sites or in certain zones. The City intends to amend the General Plan Land Use map and text, as well as Chapter 16 of the Oxnard City Code (OCC) and	Program 3 - To address the 2021–2029 RHNA, the City shall amend the General Plan and the Zoning Code, as needed, and as detailed in Chapter F, Achieving the RHNA Allocation, to provide adequate site(s) for at least 2,911 lower-income units and allow 30 dwelling units per acre or greater on certain sites or in certain zones. The City intends to amend the General Plan Land Use map and text, as well as Chapter 16 of the Oxnard City Code (OCC) and zoning map as part of this program, for the Assessor's

	zoning map as part of this program, for the Assessor's Parcel Numbers (APNs) listed in Supplement 1 of this Housing Element. This will include changing General Plan and Zoning density and text as needed to allow for the density of 30 dwelling units per acre. Rezoning will be completed prior to the start of the Housing Element planning period, which is October 15, 2021. (This program replaces Programs 3 and 26 in the 2013-2021 Housing Element.)	Parcel Numbers (APNs) listed in Supplement 1 of this Housing Element. This will include changing General Plan and Zoning density and text as needed to allow for the density of 30 dwelling units per acre. Rezoning will be completed prior to the start of the Housing Element planning period, which is October 15, 2021. (This program replaces Programs 3 and 26 in the 2013-2021 Housing Element.) <u>Consistent with "no-net-loss" zoning requirements in Government code section 65863, the City will maintain an inventory of potential sites to accommodate housing at all income categories. In the event that the approval of a development project results in the remaining sites' capacity becoming inadequate to accommodate the City's RHNA by income category and there are no replacement sites remaining in the Sites Inventory surplus, the City will initiate the legislative process to rezone enough sites to meet No Net Loss requirements. The determination on if a replacement site is needed and required will be based on results of the City's Annual Report which will be submitted to the California Department of Housing and Community Development (HCD) on a yearly basis."</u>
G-17	Program 10 - This is unacceptable to move the enactment of the Inclusionary Housing Ordinance to the end of fiscal 2022 - 2023. That is too far into the future. I understand why the City bailed on its commitment to enact the ordinance by October 2021, but it is unacceptable to kick it back to June 2023. That is too long!	Program 10 - By early end of Fiscal Year 2021-2023-2023, the City will update the inclusionary housing requirements to be codified in Chapter 16 of the OCC to take into consideration construction trends, opportunities, and effectiveness in securing affordable housing.
G-19	Program 14 -- update the info on the status of the Navigation Center. It references approval of the DDA by March 2021. I think that has already been approved.	Program 14 - The Homeless Solutions Center is estimated to be completed by 2023, pending City Council approval of a Development and Disposition Agreement with the selected developer of the property in March 2021.
G-23	Program 19 – forth bullet: Continue working with Ventura County	Program 19 - Added the word "<u>Groups</u>" - continue working with Ventura County <u>Groups</u>. (Editorial Note: after reviewing the recommended additional bullet language to address Ms. Veronica Garcia's input, (Peoples Self Help) staff recommended including the following NEW BULLET on this program): • "The City will continue to promote affordable housing programs and

		opportunities in collaboration with the Housing Department and economic development organizations and affordable housing advocates. See https://www.oxnard.org/city-department/community-development/oxnard-affordable-housing/. These organizations will also be consulted during the City's Annual Housing Element Workshop (Program 43)."
G-32	Program 35 – Utilize the HQTC recommendations for modifications...	Program 35 - "Modificaitons" typo will be corrected to modifications.
G-33	Program 37 – ADU Monitoring ("blue box" and "description text"): Blue Box: Funding: Federal, State, Local, or Grant funding Time Frame: Assess ADU approval progress by the end of Fiscal Year 2023- 2024 and every two years thereafter and conduct additional outreach and amend the Housing Element after that if ADU numbers are not tracking with projections in Chapter F of the Housing Element. Description Text: The City currently collects data regarding intended ADU rental rates, tracks, and sends out an annual letter asking for self-reported ADU rates. The City will monitor ADU permitting throughout the planning period to track whether permits are keeping up with the ADUs anticipated in the Housing Element, including their affordability. The City will monitor the number and affordability of ADUs every two years and include additional actions as appropriate, including conducting additional outreach if ADU permits are not keeping up with numbers anticipated in the Housing Element after 2 years and every 2 years thereafter. The outreach will include regular announcements (at least once a month) about options to build ADUs and ADU resources at Planning Commission and City Council meetings. If ADUs are not occurring consistent with assumptions in the Housing Element, the City will amend and submit the Housing Element to HCD to identify adequate sites to accommodate the RHNA. Program 44 supports ADU development through direct funding for ADUs that are deed-restricted for affordable households.	Program 37 – ADU Monitoring ("blue box" and "description text"): Blue Box Funding: Federal, State, Local, or Grant funding Time Frame: Assess ADU approval progress by the end of Fiscal Year 2023- 2024 and every two years thereafter and conduct additional outreach and amend the Housing Element after that if ADU numbers are not tracking with projections in Chapter F of the Housing Element. Description Text: The City currently collects data regarding intended ADU rental rates, tracks, and sends out an annual letter asking for self-reported ADU <u>rental</u> rates. The City will monitor ADU permitting throughout the planning period to track whether permits are keeping up with the ADUs anticipated in the Housing Element, including their affordability. The City will monitor the number and affordability of ADUs <u>as part of the City's Annual Report which will be submitted to HCD on a yearly basis. The City has had great success with its ADU program and has greatly exceeded HCD recommended ADU assumption guidelines ("ADU Safe harbor justification"). The City will continue to promote the City's successful ADU program, through the City's website, which contains every two years and include additional actions as appropriate, including conducting additional outreach if ADU permits are not keeping up with numbers anticipated in the Housing Element after 2 years and every 2 years thereafter. The outreach will include regular announcements (at least once a month) about options to build ADUs and ADU resources at Planning Commission and City Council meetings. If ADUs are not receiving planning or building permit approval occurring consistent with assumptions in the Housing Element and a result of the</u>

		<u>City's Annual Report, the City will implement the provisions of Program 3.</u> amend and submit the Housing Element to HCD to identify adequate sites to accommodate the RHNA. Program 44 supports ADU development through direct funding for ADUs that are deed-restricted for affordable households.
G-35	Program 41(Farmworker Housing Study) - Time Frame: Completion by Fiscal Year -2024-2024	Program 41 - Time Frame: Completion by Fiscal Year -2024-2024 2024-2025, with the goal to complete the study in December 2024.
S1-22	Site 13 – 301 E. Third St. (Gold Coast Transit) 2030 General Plan - Limited Current Zoning – Limited Manufacturing Proposed Zoning - General “Commercial” Proposed General Plan Land Use – General Text: “Benefit from inclusionary zoning overlay”.	Site 13 - 301 E. Third St. (Gold Coast Transit) 2030 General Plan - <u>Industrial</u> Limited Current Zoning – Limited Manufacturing, <u>Planned Development</u> Proposed Zoning - General “Commercial” Proposed General Plan Land Use – <u>Commercial</u> General Text: “Benefit from inclusionary zoning <u>ordinance</u>”.
S1-77	Etting Road Site --Unfortunately, this site is not within 1/2 mile of a major transit stop at Oxnard College. There are three bus lines but none have sufficient service, so the location is one short of meeting the 15 minute intervals. Should delete this, unless Gold Coast has added another line or improved the number of trips during peak hours in the last four months. Would like to learn how you came to this conclusion.	Site was initially approved for 42 Farmworker apartments, and approved for a modification in July 2021 to increase the number to 58 units. Project is 100% affordable to lower income. City is replacing existing AH zone associated with former AAHOP program to Affordable Housing Permitted Overlay to retain affordable development options for site. Site will benefit from Program 3 site rezone with an overlay to allow at least 30 dwelling units per acre, Program 31 for by-right development of projects with 20% affordable, and the recent update to State Density Bonus, which will allow up to an 80% density bonus, parking reduction and up to four development concessions. The site is also within ½ mile of a major transit stop at Oxnard College (Gold Coast, April 2021).

ATTACHMENT 2

2021-2029 Housing Element Update History

The City had been working on this update since March 2020; including active engagement with SCAG to determine the City's eight-year housing obligation as identified in the Regional Housing Needs Assessment (RHNA). Work to advance the City's Housing Element includes extensive work to determine housing policy approaches, sites and data inventory analysis, and active engagement and discussions with housing advocates, developers, and interested parties. Though outlined in more detail within Attachment 2 (September 2, 2021 Planning Commission staff report and Chapters B and F of the Final Housing Element), actions to consider important policy questions, programs, and approaches have been occurring for quite some time:

- March 2020 - Contract Signed with PlaceWorks
- July 2020 - Final RHNA established for the SCAG Region; City received our final eight-year housing number
- September 8, 2020 - Housing and Economic Development (HEDC) meeting on key Housing Element policy questions
- October 6, 2020 - City Council meeting on key Housing Element policy questions. Council directed Staff to discontinue the All Affordable Housing Opportunity (AAHOP) program and instead rezone select housing element sites to the State default density of 30 dwelling units per acre to reach the total 2021-2029 RHNA lower income allocation.
- October 22, 2020 - Virtual community meeting on sites inventory and concepts on where housing over the eight-year period could be accommodated
- January 2021 - Site inventory interested parties letter mailed
- March 9, 2021 - Community Services, Public Safety, Housing & Development (Committee) meeting and provided direction to develop an Institutional Land Use Housing Opportunity Program and update on key housing laws and implication on housing element programs
- March 10, 2021 - Release of Draft Housing Element
- March 24, 2021 - Virtual community meeting on Draft Housing Element.
- April 1, 2021 - Planning Commission hearing to review the Draft Housing Element
- Early April 2021 - Affirmatively Furthering Fair Housing (AFFH) community survey informs Draft Housing Element
- April 13, 2021 - Committee review of Draft Housing Element and General Plan Amendment for Housing Element update
- April 29, 2021 - City Council Review of Draft Housing Element and General Plan Land Use and Zoning approaches to meet housing inventory over the eight-year period, and directed staff to add four programs within the Housing Element: 1) participation in a County of Ventura Regional Farmworker Housing Study; 2) participation in the Ventura County Housing Trust Fund program; 3) creation of an Annual Housing Element workshop; and 4) development of an Institutional Housing Program.
- May 1, 2021 - HCD issues AFFH Guidelines and suggested approach to address new Housing Element requirements
- May 14, 2021 - City release updated Draft Housing Element and submits the Draft to HCD for review and determination of "Findings" of sufficiency

- July 14, 2021 - City receives “Findings Letter” on Draft Housing Element from HCD
- July 27, 2021 - Committee review of input received on Draft Housing Element from HCD and suggested program changes and approaches (i.e., additional AFFH program language, creation of Accessory Dwelling Unit (ADU) accelerator program/citywide homeowner repair program, funding and timing to participate in the Ventura County Farmworker Housing Study, and parcel assemblage/lot consolidation program)
- August 12, 2021 - Release of Final Housing Element
- August 18, 2021 - Virtual community meeting on Final Housing Element
- September 2, 2021 - Planning Commission hearing on General Plan map and text changes, Zoning map changes, Oxnard City Code (OCC) ordinances to implement General Plan (5 ordinances) and review of Final Housing Element
- September 16, 2021 - Planning Commission hearing recommending Council approval of General Plan map and text changes (Resolution No. 2021-25), Zoning map changes (Resolution No. 2021-27), Oxnard City Code (OCC) ordinances to implement General Plan (5 ordinances; Resolution No. 2021-26), and Final Housing Element

Attachment 3

July 27, 2021 Community Services, Public Safety, Housing & Development Committee Staff Report

Please visit the following website to view the full document:

Staff Report:

<https://civicclerk.blob.core.windows.net/stream/OXNARDCA/19dd1baafd.pdf?sv=2015-12-11&sr=b&sig=bWZRAUaKLeQhWTJyYN0m1%2FsDTUqzomCHfurYCJKPzQ%3D&st=2021-08-25T19%3A01%3A25Z&se=2022-08-25T19%3A06%3A25Z&sp=r&rscc=no-cache&rsct=application%2Fpdf>

Attachment A:

https://www.oxnard.org/wp-content/uploads/2021/05/Oxnard-Housing-Element_HCD-Draft_5-21-21.pdf

Attachment B:

<https://civicclerk.blob.core.windows.net/stream/OXNARDCA/64602eec4b.pdf?sv=2015-12-11&sr=b&sig=7mZlRLL%2FyFygree0KfmL1g01eSde9zpnfkjvNfVXyes%3D&st=2021-08-25T19%3A03%3A10Z&se=2022-08-25T19%3A08%3A10Z&sp=r&rscc=no-cache&rsct=application%2Fpdf>

Attachment C:

<https://civicclerk.blob.core.windows.net/stream/OXNARDCA/542abe2376.pdf?sv=2015-12-11&sr=b&sig=Bb2c2uT6faSIOMJFMQpb8zCDWBhvWl628v%2BaBABtMeU%3D&st=2021-08-25T19%3A03%3A32Z&se=2022-08-25T19%3A08%3A32Z&sp=r&rscc=no-cache&rsct=application%2Fpdf>

Attachment 4

September 2, 2021 Planning Commission Staff Report on the Final Housing Element

Please visit below to view:

**[Attachment 4 - September 2, 2021 Planning Commission
Staff Reports on the Draft Housing Element.pdf](#)**

Attachment 5

September 16, 2021 Planning Commission Staff Report on the Final Housing Element

Please visit below to view:

[Attachment 5 - September 16, 2021 Planning
Commission Staff Reports on the Draft Housing
Element.pdf](#)

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE 2030 GENERAL PLAN GOALS AND POLICIES DOCUMENT BY ADOPTING THE 6th Cycle 2021-2029 HOUSING ELEMENT UPDATE (PZ 20-620-03) AS REVISED UNDER ERRATA NO. 1, AMENDING FIGURE 3-1, LAND USE MAP (PZ 21-620-03); AND AMENDING SECTION 3.5 LAND USE DESIGNATIONS AND STANDARDS (PZ 21-620-02). FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, Government Code Section 65300 requires each legislative body and planning agency to prepare and adopt a comprehensive, long-term general plan for the physical development of the city and any land outside its boundaries which in the planning agency's judgment bears relation to its planning; and

WHEREAS, the California State Legislature identified the State's major housing goal as the attainment of a decent home and suitable living environment for every Californian and due to the critical role that local planning programs play in achieving this goal, the California State Legislature requires that all jurisdictions prepare and periodically review and update a housing element as the directed by the California State Legislature; and

WHEREAS, Government Code Section 65583 lists requirements of the housing element wherein each housing element must contain "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled program actions for the preservation, improvement, and development of housing"; and

WHEREAS, the housing element requires review and certification by the State of California, Department of Housing and Community Development (HCD); and

WHEREAS, the City of Oxnard 2030 General Plan was adopted on October 11, 2011; and the operative documents of the Oxnard 2030 General Plan consist of the (1) Background Report (2006), and the (2) Goals and Policies which includes the HCD-certified 2006-2014 Housing Element as Chapter 8; and

WHEREAS, the City Council adopted the 2013-2021 Housing Element update on December 13, 2016, and the Mid-Cycle 2013-2021 Housing Element update on October 10, 2017. Both updates were certified by HCD; and

WHEREAS, proposed Planning and Zoning (PZ) Permits Nos. 20-620-03, General Plan Amendment replacing in its entirety the current Chapter 8 (2013-2021 Housing Element) with the 2021-2029 Housing Element; 2.) PZ No. 21-620-02, update General Plan Land Use Element (Chapter 3) text by amending the General Commercial and Business and Research Park land use designation standards to allow up to 30 dwelling units with 20% lower income units per acre when identified by a zoning suffix of "-AHP" (Affordable Housing Permitted) or "-AHD" (Affordable Housing Discretionary); 3.) PZ No. 21-620-03, amending the 2030 General Plan Land Use map to re-designate 13 parcels from Limited Manufacturing or Public/Semi Public to Business Research Park or General Commercial; 4.) PZ No. 21-580-03, amending Chapter 16 of the Oxnard City Code (OCC) to repeal the All-Affordable Housing Opportunity Program (AAHOP) and replace these regulations with newly created Affordable Housing, Permitted (-AHP) and Affordable Housing,

Discretionary (-AHD) additive zone definitions, designations and regulations; amending the text in the Business and Research Park (BRP) and General Commercial (C-2) zones to allow up to 30 dwelling units per acre with 20% lower income units on parcels with the “-AHP” or “-AHD” additive zone suffix; amending the Density Bonus ordinance approval authority; and creating a ministerial Site Plan Review process; and 5.) PZ No. 21-580-04, making Zoning Map Amendments to change zoning designations on approximately 106 parcels consistent with Supplement 1 of the Final Housing Element; collectively and, with concurrent adoption, comprehensively amend the 2030 General Plan, Goals and Policies Housing Element Chapter 8 and Community Development Chapter 3 Commercial General and Business and Research Park land use designations and related policies, uses and development standards; and Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01); and

WHEREAS, the City of Oxnard (City) falls within the metropolitan planning region covered by the Southern California Association of Governments (SCAG) and for each housing element planning cycle, SCAG is required to determine the share of the regional housing needs to be allocated to each city and unincorporated county area within the SCAG region, and this process is called the Regional Housing Need Assessment (RHNA); and

WHEREAS, the total SCAG RHNA allocation for the 2021-2029 Housing Element planning period was 8,549 housing units for Oxnard intended to accommodate current and projected growth housing need based on population and economic analyses and projections; and

WHEREAS, on October 22, 2020, City Staff held the first public workshop on the process for the 2021-2029 Housing Element and reviewed the site selection process for proposed market-rate and affordable housing development sites. Staff also circulated an online mapping tool from September 21, 2020 through October 30, 2020 to request public input on sites suitable for addressing the City’s RHNA numbers in the Housing Element; and

WHEREAS, in January 2021, in an effort to determine if the identified lower-income housing site inventory was feasible, an interest letter was mailed to 45 owners of the approximately 68 parcels located outside of the Downtown, and owner response was incorporated into site selection for affordable housing development site; and

WHEREAS, the City prepared a draft 2021-2029 Housing Element that was made available to the public for initial review and comment between March 10, 2021 and April 16, 2021; and

WHEREAS, On March 24, 2021, staff held a community meeting to discuss the 2021-2029 Draft Housing Element.

WHEREAS, On April 1, 2021 the Planning Commission held a public meeting to review and comment on the Draft 2021-2029 Draft Housing Element and recommended that the City Council submit the Draft Housing Element to HCD, and recommended that the City Council consider four additional programs within the Housing Element: 1) Rent Stabilization ordinance; 2) Just Cause ordinance; 3) Participation in the County of Ventura Regional Farmworker Housing Study; and 4) Participation in the Ventura County Housing Trust Fund; and

WHEREAS, On April 13, 2021, the Community Services, Public Safety, Housing & Development (Committee) held a public meeting on the Draft 2021-2029 Draft Housing Element, and recommended by a vote of 2 to 1 that the City Council submit the Draft Housing Element to HCD, and recommended that the City Council consider four additional programs within the Housing Element: 1) participation in a County of Ventura Regional Farmworker Housing Study; 2) participation in the Ventura County Housing Trust Fund program; 3) creation of an Annual Housing Element workshop; and 4) development of an Institutional Housing Program; and

WHEREAS, On April 29, 2021, the City Council held a public meeting on the Draft 2021-2029 Draft Housing Element and directed staff to submit the Draft to HCD with the additional programs recommended by the Committee; and

WHEREAS, on May 14, 2021, the updated Draft 2021-2029 Housing Element was published for public review and submitted to HCD for 60-day review. During HCD's review period, staff held discussions with HCD staff that identified several changes which are needed to address HCD's input. Following HCD's review, HCD sent a Findings letter dated July 13, 2021 that stated that the Draft 2021-2029 Housing Element addresses many statutory requirements of State housing element law and identified revisions necessary to comply with State housing element law; and

WHEREAS, on July 27, 2021 City Staff requested input from the Committee on policy questions which would be reflected in amendments to the Draft Housing Element to address HCD Findings letter (dated July 13, 2021). The Committee provided direction to add language in Programs 2 (Citywide Homeowner Repair Program) and 19 (Affirmatively Furthering Fair Housing/AFFH), and to create a new Program (Program 44) to create an Accessory Dwelling Unit Affordability Incentive. The Committee also expressed support for staff to implement Programs 2 (see above) and 5 (Parcel Assemblage/Lot Consolidation Fee waiver) for affordable housing sites identified in Supplement 1 of the Housing Element that involve consolidation of parcels smaller than 0.5 acres. Program language was refined in Programs 41 (Farmworker Housing Study) and Program 42 (Housing Trust Fund Ventura County). The Committee also provided direction to add additional parcels where owner interest had been expressed; and

WHEREAS, City staff prepared a 2021-2029 Final Housing Element Update, incorporated by reference as Attachment "6a," that reflects Committee and City Council direction on program and policy changes to respond to HCD's written correspondence and community input. The 2021-2029 Final Housing Element Update was made available to the public for review and comment between August 5, 2021 and September 3, 2021; and

WHEREAS, On August 18, 2021, staff conducted a community meeting to review the changes to the Housing Element since the release of the Draft in May 2021 and to receive community input. City staff received a comment requesting the timing to implement Program 10 (Inclusionary Housing Ordinance) be moved up to early 2023 (instead of FY 2022-2023). Staff is in agreement with this change and will recommend changing this timing when presenting the Housing Element to the City Council; and

WHEREAS, the Land Use Designation Standards in Section 3.5 of the 2030 General Plan Goals and Policies document presently allow Residential up to 18 dwelling units per acre in the Commercial General land use designation, and does not list residential as a permitted use in the Business and Research Park land use designations; and.

WHEREAS, to accommodate state Housing Element law to allow default density of up to 30 units per acre on parcels identified in Supplement 1 of the 2021-2029 Final Housing Element Update, staff prepared text additions to the Land Use Designation Standards in Section 3.5 of the 2030 General Plan Goals and Policies document to allow "residential uses up to 30 units per acre shall be permitted on parcels identified as AHP or AHD" in the General Commercial and Business and Research Park land use designations, as identified in Attachment '6b'; and.

WHEREAS, to accommodate residential development on parcels identified in Supplement 1 of the 2021-2029 Final Housing Element Update, the land use designation of thirteen parcels representing four Housing Element sites, as identified in the Attachment "6c," will be amended from Limited Manufacturing or Public/Semi Public to General Commercial or Business Research

Park on Figure 3-1 Land Use Map of the 2030 General Plan Goals and Policies document to be more compatible with multifamily residential land use; and

WHEREAS, the Planning Commission held a public hearing on September 2, 2021 to review and provide input on the 2021-2029 Final Housing Element, Staff's recommended text and map changes to the General Plan Land Use Element, Draft amendments to Chapter 16 of the Oxnard City Code and recommended zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element;

WHEREAS, City staff prepared a 2030 General Plan consistency evaluation that finds that the 2021-2029 Final Housing Element Update is consistent with the 2030 General Plan; and

WHEREAS, City staff prepared Errata memo No. 1, incorporated by reference as Attachment "6d," that summarized modifications to the 2021-2029 Final Housing Element and recommended revisions since publication of the public draft Final Housing Element; and

WHEREAS, the Planning Commission held a public hearing on September 16, 2021 and recommended that the City Council of the City of Oxnard approve the Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) and approve resolutions to amend the 2030 General Plan by adopting the 2021-2029 Final Housing Element Update, as revised by Errata No. 1, and incorporating it as Chapter 8 of the 2030 General Plan (General Plan Amendment PZ No. 20-620-03), text and map changes to the General Plan Land Use Element (General Plan Land Use Element/Text and Map Amendment Nos. PZ 21-620-02 and PZ 21-620-03; Resolution No. 2021-25), amendments to Chapter 16 of the Oxnard City Code (Zoning Code Text Amendments No. PZ 21-580-03; Resolution No. 2021-26), and zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element (Zoning Map Amendments No. PZ 21-580-04; Resolution No. 2021-27); and

WHEREAS, the City Council held a public hearing on October 5, 2021 and received written and verbal comments from the public related to the proposed General Plan Amendment to the 2030 General Plan Housing Element and Land Use Element; and

WHEREAS, the City Council finds that the 2021-2029 Final Housing Element Update identifies and analyzes the current and future housing needs of residents within the City of Oxnard (City) and establishes housing goals, policies, and programs to meet the needs; and

WHEREAS, The City prepared an Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) for the proposed 2021-2029 Housing Element and related actions in accordance with CEQA Guidelines, Section 15070; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the 2030 General Plan is located in the Planning Division, and the custodian of the record is the Planning Manager; and

WHEREAS, the proposed 2021-2029 Final Housing Element Update and associated Land Use Designation and Land Use Map updates are consistent with the City of Oxnard 2030 General Plan and the certified Coastal Land Use Program; and.

WHEREAS, the proposed 2021-2029 Final Housing Element Update and associated Land Use Designation and Land Use Map updates meet the requirements of state law (Government Code Section 65880 *et seq.*) and associated regulations relating to Housing Elements; and.

WHEREAS, consistent with the requirements of state law, the proposed 2021-2029 Final Housing Element Update identifies and analyzes the current and future housing needs within the City of Oxnard and identifies goals, policies and programs to provide certain services and ensure

adequate opportunities for housing of all income levels for the planning period set by the State of California; and

WHEREAS, the City submitted the proposed draft 2021-2029 Housing Element Update to the Department of Housing and Community Development (HCD) for review on May 14, 2021; and.

WHEREAS, pursuant to a letter to the City dated July 13, 2021 and discussions with City staff and additional changes, HCD staff determined that the proposed draft 2021-2029 Housing Element addresses many statutory requirements of State housing element law, and will comply with state housing law when the noted deficiencies are addressed, adopted by the City of Oxnard, and submitted to HCD for certification; and

WHEREAS, changes have been made to the draft 2021-2029 Housing Element Update document reviewed by HCD that address the issues raised by HCD as referenced in its letter of July 13, 2021 which should allow HCD to determine that the 2021-2029 Final Housing Element Update meets the statutory requirements of state housing law; and.

WHEREAS, the City has met all legal requirements for public outreach and obtaining public input relating to the proposed 2021-2029 Final Housing Element Update.

WHEREAS, before approving the 2021-2029 Final Housing Element Update, the City Council held a duly noticed public hearing on October 5, 2021 in which all those who wished to speak were given the opportunity to do so; and.

WHEREAS, in addition, before approving the 2021-2029 Final Housing Element Update, the City Council considered all evidence in the record, including written comments and public comments.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Resolution.

Section 2. The City Council amends the 2030 General Plan to incorporate the 2021-2029 Final Housing Element Update, as revised by Errata No. 1, in its entirety as Chapter 8; amends the General Plan Land Use Element (Chapter 3) text by amending the General Commercial and Business and Research Park land use designation standards to allow up to 30 dwelling units with 20% lower income units per acre when identified by a zoning suffix of “-AHP” (Affordable Housing Permitted) or “-AHD” (Affordable Housing Discretionary); and amends the 2030 General Plan Land Use map to re-designate 13 parcels from Limited Manufacturing or Public/Semi Public to Business Research Park or General Commercial, as indicated in Attachments 6a, 6b, 6c and 6d which are incorporated herein by this reference to this Resolution.

PASSED AND ADOPTED this 5th day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Attachment 6a

2021-2029 Final Housing Element

<https://www.oxnard.org/housing-element-update/>

Attachment 6b

2030 General Plan Land Use Element Text Amendments

General Plan Land Use Designation	Current Allowable Density & General Plan Land Use Element Text	Proposed Density & General Plan Land Use Element Text, Section 3.5 and Table 3.2
Business Research Park	0 du/acre; Housing not currently permitted. "Business and Research Park. [FAR is 0.60:1] Professional, administrative, research, and limited manufacturing uses along with limited commercial activities intended to support such uses, integrated into campus-like environments that are oriented towards arterials, freeways, airports, and harbors, and developed to high property and development standards."	30 du/acre add text "and residential uses up to 30 units per acre shall be permitted on parcels identified as AHP or AHD".
General Commercial	18 du/acre; "General. [FAR is 0.35:1] Retail centers and free-standing commercial uses along arterials, may also include office, residential uses up to 18 dwelling units per acre, live/work, work/live, and mixed uses."	30 du/acre add text "and residential uses up to 30 units per acre shall be permitted on parcels identified as AHP or AHD".

Attachment 6c

2030 General Plan Land Use Element Map Amendments

Site ID#	Address	APN	Acres	Current GP Land Use Map Designation	Proposed GP Land Use Map Designation
5	St Johns SWC, Socorro Way	213003137	2.11	PUBLIC/SEMI PUBLIC	BUSINESS/RESEARCH PARK
5	St Johns SWC	213003138	2.56	PUBLIC/SEMI PUBLIC	BUSINESS/RESEARCH PARK
7	121 Cooper Road	201005111	1.00	LIMITED MANUF	GENERAL COM
8	Harrison Ave parcels UPRR	201011301	0.22	LIMITED MANUF	GENERAL COM
8	Harrison Ave parcels UPRR	201011302	0.10	LIMITED MANUF	GENERAL COM
8	Harrison Ave parcels UPRR	201011303	0.10	LIMITED MANUF	GENERAL COM
8	Harrison Ave parcels UPRR	201011312	0.32	LIMITED MANUF	GENERAL COM
8	Harrison Ave parcels UPRR	201011315	0.81	LIMITED MANUF	GENERAL COM
8	Harrison Ave parcels UPRR	201011314	1.34	LIMITED	GENERAL COM
13	301 E Third	201011604	2.03	LIMITED MANUF	GENERAL COM
13	301 E Third	201012907	0.17	LIMITED MANUF	GENERAL COM
13	301 E Third	201012908	0.17	LIMITED MANUF	GENERAL COM
13	301 E Third	201012906	0.55	LIMITED MANUF	GENERAL COM

Attachment 6d

Errata No. 1

Since release of the Final Housing Element, staff and the public have identified typographical errors, and other minor edits/modifications necessary to the document. Errata No. 1 addresses comments received from Ms. Barbara Macri-Ortiz on August 16, 2021, as well as input received from Ms. Veronica Garcia on September 2, 2021, the Planning Commission in support of their meeting on September 2, 2021. Edits to the Final Housing Element are noted below in legislative format; text to be removed is shown in ~~strikethrough~~ and new text is underlined.

Page Number	Input Received	Description of Change
Title Page	Addition of authors and decision-makers for the 6 th Cycle Housing Element should be included	Members of the City Council, Planning Commission, and senior level staff who worked on the Housing Element will be identified.

A-3	Delete the word "developed" and replace with the word "dedicated" should read ... also "DEDICATED" Measure O Funds...	The City has also dedicated developed Measure O funds and State HEAP funding to build a permanent year-round shelter in partnership with the City of Ventura and the County of Ventura.
B-18	Table heading says 2010 and 2020. But the table reports housing types in 2000 and 2020. which is it? I think it probably is for period 2010 and 2020. This is confirmed by Table B-26 which also reports a total of 52,772 housing units in 2010	Changed table column heading to be 2010, not 2000.
B-31	A Planning Commission hearing to review the Draft Housing Element on April 1 and HEDC Committee meetings on March 9 and April 13.	A Planning Commission hearing to review the Draft Housing Element on April 1, <u>2021</u> and HEDC Committee meetings on March 9, <u>2021</u> and <u>City Council meeting</u> on April 13, <u>2021</u> .
B-31	During the "AI" process	This reference has been revised to add, "During the analysis of impediments.....
B-31	Change "places" to "households", i.e. ...to a point where households earning Oxnard's lower median income cannot afford the "low income" housing that is being produced. Also, delete the word "a" in the next sentence. should read: .. has resulted in middle-class families leaving the City,	Participants expressed that while the supply of multifamily units has increased, they are not affordable to lower-income households, and raised that the high median income in Ventura County inflates the price at which "affordable" housing is marketed to a point where places <u>households</u> with a lower median income cannot afford it. This shortage of affordable housing has resulted in a middle-class families leaving the City, an increase in overcrowding to make ends meet, and an increase in overcrowding.
B-32	At the end of the sentence... "that all persons have access to sound and affordable housing", add the following: "to the extent such housing is available. The reality is that with a 1% vacancy rate, many Oxnard residents do not have sufficient income/resources to compete for what little housing opportunities may be available."	Regular reviews of policies and practices ensure that, as the city grows and changes, it continues to ensure and enforce that all persons have access to sound and affordable housing <u>to the extent such housing is available.</u>
B-32	Spelling: it is "tenants", not "tenets"	The fair housing conference and workshops seek to make <u>tenants</u> tenets and landowners aware of housing rights, covering topics such as federal and state housing laws, common forms of housing discrimination, protected characteristics, unlawful practices, and fair housing liability.
B-36	This section does not make any sense. What is the % of children living in married couple households in other VC cities? There is no	Familial status varies <u>between census tracts</u> more than the other indicators, and more than in other Ventura County jurisdictions. <u>Other</u>

	basis for the conclusion contained in the last sentence. Is the point that Oxnard has more unmarried couples and single parent households? The paragraph does not show how the conclusion was reached or its relevance. The problem is that there is housing discrimination against families with children, whether the parents are married or not, or whether the guardian is a grandparent or other non parent.	<u>Ventura County cities, including Santa Paula, Simi Valley, Moorpark, and Thousand Oaks are dominated by married-couple households, with most census tracts within the cities showing up to between 79 percent and 100 percent of children living in married-couple households. Comparatively, Oxnard only contains two census tracts with between 79 to 100 percent of children living in married-couple households. In much of Oxnard, there is a higher incidence of children living in family arrangements other than married-couple households, such as single-parent households or unmarried households. Where the City contains several neighborhoods with less than 58 percent of children living in married-couple households, other inland cities in Ventura County, including Santa Paula, Simi Valley, Moorpark, and Thousand Oaks, are dominated by married-couple households. In this way, Oxnard reflects the inland urban areas in the SCAG region, such as within the Los Angeles County urban core, and other cities within Ventura County reflect suburban cities along the SCAG coastline. This differs from other areas of the SCAG region, where the percentage of children in married-couple households decreases moving inland from the coastline into inland urban areas. In the SCAG region, including within the Los Angeles urban core the percentage of children in single parent or unmarried families is typically concentrated within low resource and/or areas of high segregation and poverty, such as within the Los Angeles County urban core. This differs from Oxnard, where single-parent and unmarried family households are more dispersed within the City and not necessarily concentrated within low-resource areas or areas of high segregation and poverty. The lack of concentration within low resource areas may indicate that non-traditional (i.e., non-married couples) families with children encounter less barriers to housing choice in Oxnard which may indicate a decreased likelihood of landlords discriminating against unmarried couples and individuals.</u>
B-38	Should point out that none of the intercity bus routes provide sufficient service to be classified as a "major transit stop." Also that Metrolink provides service to LA only in the early morning hours and has limited return trips, only in the late afternoon hours. I	<u>Mobility Options</u> Oxnard residents are served by intercity bus routes, regional bus service, and Metrolink commuter rail service. Metrolink serves regional Los Angeles, Orange, Riverside, San Bernardino,

	would hardly characterize that as "relatively good public transit."	Ventura, and North San Diego Counties in Southern California. Metrolink Ventura County Line trains stop in San Buenaventura, Oxnard, Camarillo, Moorpark, and Simi Valley. <u>As of 2021, Metrolink provides service to Los Angeles only in the early morning hours and has limited return trips on the afternoon. Gold Coast Transit is planning to expand service in Oxnard's High Quality Transit Corridor along Oxnard Boulevard during the Housing Element planning period.</u> Overall, Oxnard has relatively good public transit. Program 19 calls for an assessment of pedestrian and bicycle facilities in R/ECAPs and areas of linguistic isolation to improve mobility options in underserved areas. Program 33 includes work to improve transit along the High Quality Transit Corridor.
B-39	Is that accurate? I think the beach communities are primarily "white", not "non-White".	Though there are publicly accessible beaches in Oxnard, the adjacent neighborhoods are primarily non-White with high median incomes, resulting in disproportionate access to healthy outdoor recreational opportunities near homes.
B-40	Where did you get the figure that only 12% of renter households are overcrowded? The figures contained in Figure 24 in the Ventura County Analysis of Impediments to Fair Housing from 2020 reported 12% of ALL Oxnard households were overcrowded based on 1.01 to 1.50 occupants per room, AND another 6% of all households were "severely overcrowded" based on 1.51 or more occupants per room. [So total of 18% overcrowded.]. That chart is not broken down between renters and owners. However, the statistics in the 2013 VC Analysis of Impediments to Fair Housing reported that 43.4% of renter households and 22.1% of owner households were overcrowded. That was based on 1.5 persons per room. [See Table 36, p. 56]. Granted, the information was from the 2000 Census data, but the problem has not gotten any better. I am attaching the two documents for your review. The trend in the last 20 years was to build big houses, so those homes that were purchased, together with the affordable housing that was built, undoubtedly brought the averages down. At the very least, you should report the information as broken down in Figure 24	As discussed in Chapter B, Existing Housing Needs, and Chapter C, Populations with Special Housing Needs, overcrowding is a significant issue for renters in the City of Oxnard, with <u>29</u> 12 percent of renter households overcrowded with 1.01 or more persons per room (see Table B-17).

	(pg. 43) of the VC Analysis, that is based on the 2011 - 2015 ACS.	
B-40	Last I heard, the vacancy rate is 1%, not 6%. There is an extreme shortage of supply. I have clients who have not been able to locate alternate housing for months after receiving a 60 day notice to vacate. By the way, the ones with the most difficult searches are those with children. And there is a good amount of discrimination against households with children.	As shown in Table B-26, the vacancy rate in Oxnard is <u>76</u> percent, which does not indicate an extreme shortage of supply; therefore, overpayment is likely due to a shortage of affordable housing.
C-15	This needs to be reworded. The Etting Road project is referred to twice - first as a 42 unit farm worker project, and then as a 58 unit farm worker family and veteran housing project located on Etting Road. Either just reference as a 42 unit project, as I had it, or it should be referred to as a 58 unit project with 42 units for farm workers and 15 units for veterans. I would also reorder that sentence - put it after the last sentence which states: These developments were approved and constructed, consistent with the City's Planning and Zoning regulations for multifamily housing... Then say, additionally.... and talk about Etting Road since it has not been constructed yet.	Within the City of Oxnard's incorporated area, there are four farmworker family housing projects that were developed by Cabrillo Economic Development Corporation (CEDC) and are deed restricted for farm worker families, including Meta Street Apartments (24 farm worker units), Villa Victoria Apartments (27 farm worker units), Villa Cesar Chavez Apartments (52 farm worker units) and Camino Gonzalez Apartments (18 farm worker units). <u>Additionally, a 42 unit farm worker family project, located on Etting Road, is currently in the development stages. Additionally, a 58 unit farm worker family and veteran housing project, located on Etting Road, is currently approved.</u> These developments were approved and constructed, consistent with the City's Planning and Zoning regulations for multifamily housing. These developments were approved and constructed, consistent with the City's Planning and Zoning regulations for multifamily housing. <u>Additionally, a 58 unit farm worker family and veteran housing project located on Etting Road, which included 42 units for farm workers and 15 units for veterans, has been approved.</u>
D-3	Change the date from March 2017 to July 2021	Changed source in footnote to be June 2021, not March 2017
F-2	Should be very low OR low income. and one OR two person households. The higher rents were not affordable to very low income one person households. Furthermore, for a studio, the rents are calculated on a one person household, regardless of income level. So you are stretching it to suggest that a rent of \$1,579 was affordable to a very low income household for a studio. Either use the word	All of the ADUs available for rent were affordable to very low- <u>or</u> and low-income one- <u>or</u> and two-person households.

	"or" or the paragraph needs more explanation.	
F-5	This sentence is not accurate. The approved project will only add the 30 units of Special Needs housing, and remove five structures. So eliminate the following: "will remodel two farm worker's dormitories and a community kitchen." These facilities were already remodeled, and have nothing to do with the new project approvals.	This approved project will remodel two farmworkers' dormitories and a community kitchen, remove five substandard structures, and add 30 units of Special Needs affordable apartments in two new buildings along with parking and recreational amenities. These projects demonstrate the market trend to redevelop sites with existing buildings and constructing multifamily units. The approved project involves a Development Design Review (DDR) permit for approval of 30 units of Special Needs affordable apartments in two structures with associated site improvements in conjunction with the continued use of the farmworker housing known as Garden City with 77 beds, managers unit, kitchen and dining room, replacement bathrooms and laundry facilities, and 23 parking spaces. Additionally, approval of the Density Bonus permit was authorized granting a twenty-five percent density increase over the otherwise maximum allowed density and three incentives to permit construction of 30 special needs affordable (lower income) apartments in two structures located at 5600 and 5690 Cypress Road.
F-7	The Garden City project does not have building permits yet; it is still in Plan check.	Reference to the Garden City project having a building permit will be changed to "under plan check" in the "status" column.
F-7	That figure of 219% of allowable density is not accurate. I think you are counting the beds, too, but that is mixing apples and oranges. The density we achieved was based on the vacant portion of the parcel. We requested and received a 25% density bonus, going from 24 units to 30 units for the project. So the % of allowed density should read 125%	Changed percent for Garden City project in Table F-2 from 219 to 110%. Also edited text in the Realistic Capacity section (Section F.6) following Table F-2 due to the change to the Garden City project percent and to address an error. The average approved/built percent of allowed density on projects listed in Table F-2 that are outside of Downtown is 109¹⁷ percent of allowed density because most of the projects utilized a density bonus or were AAHOP projects. For small sites (less than .5 acres) listed in Table F-2 the average approved/built percent of allowed density is 122 percent of allowed density. The lowest percent shown for projects outside of Downtown in Table F-2 is 70⁸²

		percent and 90 percent of the project percent's are greater than 80 percent (or 19 of the 21 representative projects outside of Downtown), confirming that 80 percent is an appropriate conservative assumption for realistic development capacity for Housing Element sites outside of Downtown.
G-10	Program 3 - To address the 2021–2029 RHNA, the City shall amend the General Plan and the Zoning Code, as needed, and as detailed in Chapter F, Achieving the RHNA Allocation, to provide adequate site(s) for at least 2,911 lower-income units and allow 30 dwelling units per acre or greater on certain sites or in certain zones. The City intends to amend the General Plan Land Use map and text, as well as Chapter 16 of the Oxnard City Code (OCC) and zoning map as part of this program, for the Assessor's Parcel Numbers (APNs) listed in Supplement 1 of this Housing Element. This will include changing the General Plan and Zoning density and text as needed to allow for the density of 30 dwelling units per acre. Rezoning will be completed prior to the start of the Housing Element planning period, which is October 15, 2021. (This program replaces Programs 3 and 26 in the 2013-2021 Housing Element.)	Program 3 - To address the 2021–2029 RHNA, the City shall amend the General Plan and the Zoning Code, as needed, and as detailed in Chapter F, Achieving the RHNA Allocation, to provide adequate site(s) for at least 2,911 lower-income units and allow 30 dwelling units per acre or greater on certain sites or in certain zones. The City intends to amend the General Plan Land Use map and text, as well as Chapter 16 of the Oxnard City Code (OCC) and zoning map as part of this program, for the Assessor's Parcel Numbers (APNs) listed in Supplement 1 of this Housing Element. This will include changing the General Plan and Zoning density and text as needed to allow for the density of 30 dwelling units per acre. Rezoning will be completed prior to the start of the Housing Element planning period, which is October 15, 2021. (This program replaces Programs 3 and 26 in the 2013-2021 Housing Element.) <u>Consistent with "no-net-loss" zoning requirements in Government code section 65863, the City will maintain an inventory of potential sites to accommodate housing at all income categories. In the event that the approval of a development project results in the remaining sites' capacity becoming inadequate to accommodate the City's RHNA by income category and there are no replacement sites remaining in the Sites Inventory surplus, the City will initiate the legislative process to rezone enough sites to meet No Net Loss requirements. The determination on if a replacement site is needed and required will be based on results of the City's Annual Report which will be submitted to the California Department of Housing and Community Development (HCD) on a yearly basis."</u>
G-17	Program 10 - This is unacceptable to move the enactment of the Inclusionary Housing Ordinance to the end of fiscal 2022 - 2023. That is too far into the future. I understand why the City bailed on its commitment to	Program 10 - By early end of Fiscal Year 2021-2023 2023, the City will update the inclusionary housing requirements to be codified in Chapter 16 of the OCC to take into consideration

	enact the ordinance by October 2021, but it is unacceptable to kick it back to June 2023. That is too long!	construction trends, opportunities, and effectiveness in securing affordable housing.
G-19	Program 14 -- update the info on the status of the Navigation Center. It references approval of the DDA by March 2021. I think that has already been approved.	Program 14 - The Homeless Solutions Center is estimated to be completed by 2023, pending City Council approval of a Development and Disposition Agreement with the selected developer of the property in March 2021.
G-23	Program 19 – forth bullet: Continue working with Ventura County	Program 19 - Added the word “<u>Groups</u>” - continue working with Ventura County <u>Groups</u>. (Editorial Note: after reviewing the recommended additional bullet language to address Ms. Veronica Garcia’s input, (Peoples Self Help) staff recommended including the following NEW BULLET on this program): • “The City will continue to promote affordable housing programs and opportunities in collaboration with the Housing Department and economic development organizations and affordable housing advocates. See https://www.oxnard.org/city-department/community-development/oxnard-affordable-housing/. These organizations will also be consulted during the City’s Annual Housing Element Workshop (Program 43).”
G-32	Program 35 – Utilize the HQT recommendations for modifications...	Program 35 - “Modificaitions” typo will be corrected to modifications.
G-33	Program 37 – ADU Monitoring (“blue box” and “description text”): Blue Box: Funding: Federal, State, Local, or Grant funding Time Frame: Assess ADU approval progress by the end of Fiscal Year 2023- 2024 and every two years thereafter and conduct additional outreach and amend the Housing Element after that if ADU numbers are not tracking with projections in Chapter F of the Housing Element. Description Text: The City currently collects data regarding intended ADU rental rates, tracks, and sends out an annual letter asking for self-reported ADU rates. The City will monitor ADU permitting throughout the	Program 37 – ADU Monitoring (“blue box” and “description text”): Blue Box Funding: Federal, State, Local, or Grant funding Time Frame: Assess ADU approval progress by the end of Fiscal Year 2023- 2024 and every two years thereafter and conduct additional outreach and amend the Housing Element after that if ADU numbers are not tracking with projections in Chapter F of the Housing Element. Description Text: The City currently collects data regarding intended ADU rental rates, tracks, and sends out an annual letter asking for self-reported ADU rental rates. The City will monitor ADU permitting throughout the planning period to track whether permits are keeping up with

	planning period to track whether permits are keeping up with the ADUs anticipated in the Housing Element, including their affordability. The City will monitor the number and affordability of ADUs every two years and include additional actions as appropriate, including conducting additional outreach if ADU permits are not keeping up with numbers anticipated in the Housing Element after 2 years and every 2 years thereafter. The outreach will include regular announcements (at least once a month) about options to build ADUs and ADU resources at Planning Commission and City Council meetings. If ADUs are not occurring consistent with assumptions in the Housing Element, the City will amend and submit the Housing Element to HCD to identify adequate sites to accommodate the RHNA. Program 44 supports ADU development through direct funding for ADUs that are deed-restricted for affordable households.	the ADUs anticipated in the Housing Element, including their affordability. The City will monitor the number and affordability of ADUs <u>as part of the City's Annual Report which will be submitted to HCD on a yearly basis. The City has had great success with its ADU program and has greatly exceeded HCD recommended ADU assumption guidelines ("ADU Safe harbor justification").</u> The City will continue to <u>promote the City's successful ADU program, through the City's website, which contains every two years and include additional actions as appropriate, including conducting additional outreach if ADU permits are not keeping up with numbers anticipated in the Housing Element after 2 years and every 2 years thereafter. The outreach will include regular announcements (at least once a month) about options to build ADUs and ADU resources at Planning Commission and City Council meetings. If ADUs are not receiving planning or building permit approval occurring consistent with assumptions in the Housing Element and a result of the City's Annual Report, the City will implement the provisions of Program 3.</u> amend and submit the Housing Element to HCD to identify adequate sites to accommodate the RHNA. Program 44 supports ADU development through direct funding for ADUs that are deed-restricted for affordable households.
G-35	Program 41(Farmworker Housing Study) - Time Frame: Completion by Fiscal Year - 2024-2024	Program 41 - Time Frame: Completion by Fiscal Year -2024-2024 2024-2025, with the goal to complete the study in December 2024.
S1-22	Site 13 – 301 E. Third St. (Gold Coast Transit) 2030 General Plan - Limited Current Zoning – Limited Manufacturing Proposed Zoning - General "Commercial" Proposed General Plan Land Use – General Text: "Benefit from inclusionary zoning overlay".	Site 13 - 301 E. Third St. (Gold Coast Transit) 2030 General Plan - <u>Industrial</u> Limited Current Zoning – Limited Manufacturing, <u>Planned Development</u> Proposed Zoning - General "Commercial" Proposed General Plan Land Use – <u>Commercial</u> General Text: "Benefit from inclusionary zoning <u>ordinance</u>".

S1-77	Etting Road Site --Unfortunately, this site is not within 1/2 mile of a major transit stop at Oxnard College. There are three bus lines but none have sufficient service, so the location is one short of meeting the 15 minute intervals. Should delete this, unless Gold Coast has added another line or improved the number of trips during peak hours in the last four months. Would like to learn how you came to this conclusion.	Site was initially approved for 42 Farmworker apartments, and approved for a modification in July 2021 to increase the number to 58 units. Project is 100% affordable to lower income. City is replacing existing AH zone associated with former AAHOP program to Affordable Housing Permitted Overlay to retain affordable development options for site. Site will benefit from Program 3 site rezone with an overlay to allow at least 30 dwelling units per acre, Program 31 for by-right development of projects with 20% affordable, and the recent update to State Density Bonus, which will allow up to an 80% density bonus, parking reduction and up to four development concessions. The site is also within 1/2 mile of a major transit stop at Oxnard College (Gold Coast, April 2021).
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RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL APPROVING ZONE CHANGES TO PARCELS (PZ 21-580-04) TO ACCOMMODATE THE AMENDMENT AND ADOPTION OF THE 2021-2029 HOUSING ELEMENT, INCLUDING THE REPEAL OF THE AH- OVERLAY ZONE ASSOCIATED WITH THE ALL-AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP), THE ADDITION OF THE NEWLY CREATED AFFORDABLE HOUSING, PERMITTED (-AHP) AND AFFORDABLE HOUSING, DISCRETIONARY (-AHD) ADDITIVE ZONE ON SELECT SITES, AND REZONING 11 PARCELS FROM LIMITED MANUFACTURING TO GENERAL COMMERCIAL. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, Government Code Section 65300 requires each legislative body and planning agency to prepare and adopt a comprehensive, long-term general plan for the physical development of the city; and

WHEREAS, the California State Legislature identified the State's major housing goal as the attainment of a decent home and suitable living environment for every Californian and due to the critical role that local planning programs play in achieving this goal, the California State Legislature requires that all jurisdictions prepare and periodically review and update a housing element as the directed by the California State Legislature; and

WHEREAS, Government Code Section 65583 lists requirements of the housing element wherein each housing element must contain "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled program actions for the preservation, improvement, and development of housing"; and

WHEREAS, proposed Planning and Zoning (PZ) Permits Nos. 20-620-03, General Plan Amendment replacing in its entirety the current Chapter 8 (2013-2021 Housing Element) with the 2021-2029 Housing Element; 2.) PZ No. 21-620-02, update General Plan Land Use Element (Chapter 3) text by amending the General Commercial and Business and Research Park land use designation standards to allow up to 30 dwelling units with 20% lower income units per acre when identified by a zoning suffix of "-AHP" (Affordable Housing Permitted) or "-AHD" (Affordable Housing Discretionary); 3.) PZ No. 21-620-03, amending the 2030 General Plan Land Use map to re-designate 13 parcels from Limited Manufacturing or Public/Semi Public to Business Research Park or General Commercial; 4.) PZ No. 21-580-03, amending Chapter 16 of the Oxnard City Code (OCC) to repeal the All-Affordable Housing Opportunity Program (AAHOP) and replace these regulations with newly created Affordable Housing, Permitted (-AHP) and Affordable Housing, Discretionary (-AHD) additive zone definitions, designations and regulations; amending the text in the Business and Research Park (BRP) and General Commercial (C-2) zones to allow up to 30 dwelling units per acre with 20% lower income units on parcels with the "-AHP" or "-AHD" additive zone suffix; amending the Density Bonus ordinance approval authority; and creating a ministerial Site Plan Review process; and 5.) PZ No. 21-580-04, making Zoning Map Amendments to change zoning designations on approximately 106 parcels consistent with Supplement 1 of the Final Housing Element; collectively and, with concurrent adoption, comprehensively amend the 2030 General Plan, Goals and Policies Housing Element Chapter 8 and Community Development Chapter 3 Commercial General and Business and Research Park land use designations and related policies, uses and

development standards; and Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01); and

WHEREAS, on October 6, 2020, the City Council held a public meeting on preparation of the 2021-2029 Housing Element and directed staff to discontinue the AAHOP program and instead rezone select housing element sites to the State default density of 30 dwelling units per acre to reach the City's total 2021-2029 Regional Housing Needs Assessment (RHNA) lower income allocation; and

WHEREAS, City staff prepared a 2021-2029 Final Housing Element Update that reflects Committee and City Council direction on program and policy changes to respond to HCD's written correspondence and community input. The 2021-2029 Final Housing Element Update was made available to the public for review and comment between August 5, 2021 and September 3, 2021; and

WHEREAS, the Planning Commission held a public hearing on September 2, 2021 to review and provide input on the 2021-2029 Final Housing Element, Staff's recommended text and map changes to the General Plan Land Use Element, Draft amendments to Chapter 16 of the Oxnard City Code and recommended zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element; and

WHEREAS, the Planning Commission held a public hearing on September 16, 2021 and recommended that the City Council of the City of Oxnard approve the Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) and approve resolutions to amend the 2030 General Plan by adopting the 2021-2029 Final Housing Element Update, as revised by Errata No. 1, and incorporating it as Chapter 8 of the 2030 General Plan (General Plan Amendment PZ No. 20-620-03), text and map changes to the General Plan Land Use Element (General Plan Land Use Element/Text and Map Amendment Nos. PZ 21-620-02 and PZ 21-620-03; Resolution No. 2021-25), amendments to Chapter 16 of the Oxnard City Code (Zoning Code Text Amendments No. PZ 21-580-03; Resolution No. 2021-26), and zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element (Zoning Map Amendments No. PZ 21-580-04; Resolution No. 2021-27); and

WHEREAS, the 2021-2029 Final Housing Element contains policies, and programs that serve to implement and achieve 2021-2029 Housing Element intent and goals, and Zoning Map amendments are required by HCD to be adopted in conjunction with the 2021-2029 Housing Element to accommodate State default density of 30 du/acre on select sites to reach the total 2021-2029 RHNA lower income allocation and to allow "by-right" development on Housing Element vacant and non-vacant parcels that were identified as affordable housing sites in prior Housing Elements, as required by California Government Code 65583.2; and

WHEREAS, Attachment "7a" provides a list of parcels with each parcels' current zoning and proposed zone change, respectively, to accommodate the 2021-2029 Final Housing Element, including the following categories of zone change:

- The 'AH' suffix associated with the retiring All-Affordable Housing Opportunity Program (AAHOP) will be removed from 36 parcels that are not included in Supplement 1 of the Final 2021-2029 Housing Element; and
- The 'AH' suffix associated with AAHOP will be removed and replace with newly created Affordable Housing, Permitted (-AHP) additive zone Affordable Housing, Discretionary (-AHD) additive zone on 41 parcels included in Supplement 1 of the Final 2021-2029 Housing Element; and

- The newly created Affordable Housing, Discretionary (-AHD) additive zone will be affixed on 14 parcels included in Supplement 1 of the Final 2021-2029 Housing Element; and
- Eleven parcels will be rezoned from Limited Manufacturing to General Commercial Planned Development -AHD consistent PZ No. 21-620-02 GPA Text Amendment to be more compatible with multifamily residential land use; and
- Eight parcels that have been developed/entitled under AAHOP will also be rezoned with the -AHP additive zone to retain development options for the parcel under an affordable zone designation.

WHEREAS, the zoning map changes were presented to the City Council at its October 5, 2021 public hearing, each property owner was notified by mail, and the zoning map changes and a list of affected parcels were made available for public review beginning on August 23, 2021 on the City website at <https://arcg.is/HmSS1>; and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, The City prepared an Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) for the proposed 2021-2029 Housing Element and related actions in accordance with CEQA Guidelines, Section 15070; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the 2030 General Plan, 2021-2029 Final Housing Element, Zoning text and map amendments and IS/MND - No. 2021-01 is located in the Planning Division, and the custodian of the record is the Planning Manager; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of the Zoning Map Amendment PZ No. 21-580-04.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Resolution.

Section 2. The City Council adopt proposed Zoning Map Amendment PZ No. 21-580-04, which is attached hereto as Attachment 7a and incorporated herein by this reference to this Resolution.

PASSED AND ADOPTED this 5th day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Attachment 7a

Map of sites is provided at <https://arcg.is/HmSS1>

The 'AH' suffix associated with the retiring All-Affordable Housing Opportunity Program (AAHOP) will be removed from the following parcels that are not included in Supplement 1 of the Final 2021-2029 Housing Element:

APN10	SITE ADDRESS	Current Zoning Map Designation	Proposed Zoning Map Designation
1390260250	2121 N OXNARD BL	C2 - PD + AH	C2 - PD
1420010345	2420 N OXNARD BL	C2 - PD + AH	C2 - PD
1420021010	2420 N OXNARD BL	C2 - PD + AH	C2 - PD
1810055015	1801 N JOLIET PL	R1 + AH	R1
1880110455	HARBOR BL	COASTAL RP + AH	COASTAL RP
2000291345		R3 - PD + AH	R3 - PD
2030050190	750 W WOOLEY RD	R1 + AH	R1
2030050245	624 W WOOLEY RD	R2 + AH	R2
2030062020	1239 S C ST	R2 + AH	R2
2030070270	1160 S C ST	R2 + AH	R2
2040020320	S OXNARD BL	C2 - PD + AH	C2 - PD
2040020360	S OXNARD BL	C2 - PD + AH	C2 - PD
2040020380	S OXNARD BL	C2 - PD + AH	C2 - PD
2040073010	1325 S OXNARD BL	C2 + AH	C2
2050141325	125 W PLEASANT VALLEY RD	C2 + AH	C2
2210231015	1350 E CHANNEL ISLANDS BL	R2 - PD + AH	R2 - PD
2220011100	5577 S SAVIERS RD	C2 - PD + AH	C2 - PD
2220011260	5513 SAVIERS RD	C2 + AH	C2
2220012155	250 E PLEASANT VALLEY RD	C2 + AH	C2
2220041190	444 E PLEASANT VALLEY RD	R2 + AH	R2
2220041270	E PLEASANT VALLEY RD	R2 + AH	R2
2220082295	407 W HUENEME RD	C2 + AH	C2
2220082575	451 W HUENEME RD	C2 + AH	C2
2220082625	527 W HUENEME RD	C2 + AH	C2
2220082635	541 W HUENEME RD	C2 + AH	C2
2220082645	551 W HUENEME RD	C2 + AH	C2
2220082655		C2 + AH	C2
2220102185	5111 SAVIERS RD	C2 - PD + AH	C2 - PD
2220102195	5141 S SAVIERS RD	C2 - PD + AH	C2 - PD
2220102250		C2 - PD + AH	C2 - PD
2220102270		C2 - PD + AH	C2 - PD
2220160120	264 JOHNSON RD	R2 + AH	R2
2220160130	286 JOHNSON RD	R2 + AH	R2
2250014225		R2 + AH	R2
2250014250	2295 ETING RD	R2 + AH	R2

2250014265	PLEASANT VALLEY RD	R2 + AH	R2
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The 'AH' suffix associated with AAHOP will be removed from the following parcels and affixed with Affordable Housing, Permitted (-AHP) additive zone:

APN10	SITE ADDRESS	Current Zoning Map Designation	Proposed Zoning Map Designation
2000082190	1205 N OXNARD BL	C2 - PD + AH	C2 PD AHP
2000100020	1345 N OXNARD BL	C2 - PD	C2 PD AHP
2000100030	1345 N OXNARD BL	C2 - PD	C2 PD AHP
2030070280	1132 S C ST	C2 - PD + AH	C2 PD AHP
2030070340	1101 S SAVIERS RD	C2 + AH	C2 AHP
2030120410	1369 S SAVIERS RD	C2 + AH	C2 AHP
2030120480	1309 S SAVIERS RD	C2 + AH	C2 AHP
2030120500	1361 S SAVIERS RD	C2 + AH	C2 AHP
2040020110	S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020140	S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020210	1210 S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020270	1246 S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020280	1246 S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020330	S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020340	S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020370	S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020390	S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020400	S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040020410	S OXNARD BL	C2 - PD + AH	C2 PD AHP
2040060030	1225 S OXNARD BL	C2 + AH	C2 AHP
2040060040	1243 S OXNARD BL	C2 + AH	C2 AHP
2040060120	1251 S OXNARD BL	C2 + AH	C2 AHP
2040060130	1263 S OXNARD BL	C2 + AH	C2 AHP
2040073020	1345 S OXNARD BL	C2 + AH	C2 AHP
2040073170	1401 S OXNARD BL	C2 + AH	C2 AHP
2040073180	1401 S OXNARD BL	C2 + AH	C2 AHP
2050443085	3501 S SAVIERS RD	C2 + AH	C2 AHP
2220011110	5777 S SAVIERS RD	C2 - PD + AH	C2 PD AHP
2220011305	161 W HUENEME RD	C2 - PD + AH	C2 PD AHP
2220082555	201 W HUENEME RD	C2 + AH	C2 AHP
2220082565	227 W HUENEME RD	C2 + AH	C2 AHP
2220082585	W HUENEME RD	C2 + AH	C2 AHP
2220082595	W HUENEME RD	C2 + AH	C2 AHP
2220102010	PLT VALLEY & SAVIERS	C2 - PD + AH	C2 PD AHP
2220152025	4700 S SAVIERS RD	R4 PD +AH	R4 PD AHP
2220152085	4684 S SAVIERS RD	R4 PD +AH	R4 PD AHP
2220160150	300 JOHNSON RD	R2 PD + AH	R2 PD AHP
2220160165	320 JOHNSON RD	R2 PD + AH	R2 PD AHP

2230041020	5536 CYPRESS RD	R2 + AH	R2 AHP
2230090015	5482 CYPRESS RD	R2 + AH	R2 AHP
2250014180		R2 + AH	R2 AHP

The Affordable Housing, Discretionary (-AHD) additive zone will be affixed onto the following parcels included in Supplement 1 of the Final 2021-2029 Housing Element:

APN10	SITE ADDRESS	Current Zoning Map Designation	Proposed Zoning Map Designation
1830173315		C2	C2 AHD
2000334075	1601 N OXNARD BL	C2 - PD	C2 PD AHD
2040060260	1260 SAVIERS RD	C2	C2 AHD
2040083010	271 E FIR AV	R3	R3 AHD
2040083150	260 E ELM ST	R3	R3 AHD
2130031375		BRP	BRP AHD
2130031385		BRP	BRP AHD
2130090285		BRP	BRP AHD
2190018035	2900 S SAVIERS RD	C2	C2 AHD
2200274115	IVES AV	BRP	BRP AHD
2200274135	IVES AV	BRP	BRP AHD
2200274145	IVES AV	BRP	BRP AHD
2250014275	PLEASANT VALLEY RD	R2	R2 AHD
2250053305	2100 E PLEASANT VALLEY RD	C2 - PD	C2 PD AHD

The following parcels will be rezoned from Limited Manufacturing to General Commercial Planned Development AHD consistent PZ No. 21-620-02 GPA Text Amendment to be more compatible with multifamily residential land use:

APN10	SITE ADDRESS	Current Zoning Map Designation	Proposed Zoning Map Designation
2010051110	121 COOPER RD	ML	C2 PD AHD
2010113010	118 COOPER RD	ML	C2 PD AHD
2010113020	169 N HARRISON AV	ML	C2 PD AHD
2010113030	161 N HARRISON ST	ML	C2 PD AHD
2010113120	145 N HARRISON AV	ML	C2 PD AHD
2010113140	125 S HARRISON AV	ML	C2 PD AHD
2010113150	155 N HARRISON AV	ML	C2 PD AHD
2010116045	301 E THIRD ST	ML	C2 PD AHD
2010129060		ML	C2 PD AHD
2010129070		ML	C2 PD AHD
2010129080		ML	C2 PD AHD

The following parcels that have been developed/entitled under AAHOP will also be rezoned with the AHP additive zone to retain development options for the parcel under an affordable zone

designation:

APN	SITE ADDRESS	Current Zoning Map Designation	Proposed Zoning Map Designation
204002026	1250 S OXNARD BL	R3 - PD + AH	R3 - PD - AHP
222001127	5527 S SAVIERS RD	C2 + AH	C2 + AHP
222001128	5527 S SAVIERS RD	C2 + AH	C2 + AHP
222016010	234 JOHNSON RD	R2 + AH	R2 + AHP
223004103	5690 CYPRESS RD	R2 - PD + AH	R2 - PD + AHP
223004104	5690 CYPRESS RD	R2 - PD + AH	R2 - PD + AHP
225001402	ETTING ROAD	R2 + AH	R2 + AHP
222001129	5489 S SAVIERS RD	C2 + AH	C2 + AHP

Attachment 8

Zoning Text Amendment to OCC Section 16-420 Affordable Housing Additive Zone

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD TO REPEAL THE ALL-AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP) AND REPLACE THESE REGULATIONS WITH NEWLY CREATED AFFORDABLE HOUSING, PERMITTED (-AHP) AND AFFORDABLE HOUSING, DISCRETIONARY (-AHD) ADDITIVE ZONE DEFINITIONS, DESIGNATIONS AND REGULATIONS IN DIVISION 7C OF ARTICLE V OF CHAPTER 16 OF THE OXNARD CITY CODE (OCC) SECTIONS 16-420A THROUGH 16-420K, RELATED TO THE AMENDMENT AND ADOPTION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 21-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC) repealing the All-Affordable Housing Opportunity Program (AAHOP) in its entirety from Chapter 16, Article VII, Section sections 16-523A through 16-523H, and replacing it with the “Affordable Housing -AHP and -AHD Additive Zones” to implement the 2021-2029 Housing Element. The proposed ordinance provides zoning designations and standards for the development of affordable multifamily housing at 30 dwelling units with 20% lower income units per acre in OCC Chapter 16, Article VII, Section sections 16-420A through 16-420K; and

WHEREAS, in 2013 the City Council adopted the first AAHOP ordinance to provide opportunity for developers and the non-profit sector to develop all-affordable residential development to help reach the City’s Regional Housing Need Allocation (RHNA); and

WHEREAS, due to changes in state Housing Element law, on October 6, 2020, the City Council held a public meeting on preparation of the 2021-2029 Housing Element and directed staff to discontinue the AAHOP program and instead rezone select housing element sites to the State default density of 30 dwelling units per acre to reach the total 2021-2029 RHNA lower income allocation; and

WHEREAS, the Planning Commission held a public hearing on September 2, 2021 to review and provide input on the 2021-2029 Final Housing Element, Staff’s recommended text and map changes to the General Plan Land Use Element, Draft amendments to Chapter 16 of the Oxnard City Code and recommended zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element; and

WHEREAS, City staff prepared Modification Memo No. 1 to the Planning Commission that recommended modifications to three sections of the Affordable Housing Additive Zone Draft Ordinance; and

WHEREAS, the Planning Commission held a public hearing on September 16, 2021 to consider approving resolutions recommending that the City Council of the City of Oxnard amend the 2030 General Plan by adopting the 2021-2029 Final Housing Element Update as revised in Errata No. 1 and incorporating it as Chapter 8 of the 2030 General Plan (General Plan Amendment PZ No. 20-620-03), text and map changes to the General Plan Land

Use Element (General Plan Land Use Element/Text and Map Amendment Nos. PZ 21-620-02 and PZ 21-620-03), amendments to Chapter 16 of the Oxnard City Code (Zoning Code Text Amendments No. PZ 21-580-03), and zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element (Zoning Map Amendments No. PZ 21-580-04); and

WHEREAS, the Planning Commission received written and verbal comments from the public; and

WHEREAS, The City prepared an Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) for the proposed 2021-2029 Housing Element and related actions in accordance with CEQA Guidelines, Section 15070; and

WHEREAS, the Planning Commission adopt Resolution 2021-26 recommending that the City Council approve Planning & Zoning Permit No. 21-580-03 (Zone Text Amendment) as revised by Modification Memo No. 1 for implementation of the City's housing element; and

WHEREAS, on October 5, 2021, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 21-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed ZTA does not involve any direct physical changes to the environment. There are no changes in landforms as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan, as amended under PZ Permit No. 20-620-03, General Plan Amendment replacing in its entirety the current Chapter 8 (2013-2021 Housing Element) with the 2021-2029 Housing Element and PZ No. 21-620-02, update to General Plan Land Use Element (Chapter 3) text by amending the General Commercial and Business Research Park land use descriptions to allow up to 30 dwelling units with 20% lower income units per acre when identified by a zoning suffix of "-AHP" (Affordable Housing Permitted) or "-AHD" (Affordable Housing Discretionary); and

WHEREAS, the adoption of ZTA to City's General Commercial zone would facilitate development in the Affordable Housing Permitted (AHP) and Affordable Housing Discretionary (AHD) Additive Zones at the default density of 30 du/acre, provided that a minimum of 20% of units are affordable to lower income households to help the City reach its regional housing needs allocation (RHNA), per State requirements; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan, to establish reasonable standards relating to the provision of affordable housing in specific zones in the City.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Section 1. Oxnard City Code Chapter 16, Article V, Division 7C entitled “Affordable Housing -AHP and -AHD Additive Zones”, sections 16-420A through 16-420K are hereby amended to read as follows:

“DIVISION 7C. AFFORDABLE HOUSING -AHP AND -AHD ADDITIVE ZONES

16-420A. Intent

16-420B. Creation and selection of additive zones (-AHP and -AHD)

16-420C. Permitted uses

16-420D. Plan Review and Processing

16-420E. Affordability requirements

16-420F. Density of units

16-420G. Development Standards

16-420H. Design Standards

16-420I. Special Development Requirements

16-420J. Interpretation of this Division 7C

16-420K. Findings

DIVISION 7C. AFFORDABLE HOUSING -AHP AND -AHD ADDITIVE ZONES

SEC. 16-420A. INTENT.

The affordable housing additive zones are zoning designations to provide opportunities for the development of affordable residential housing to help the City reach its regional housing needs allocation (RHNA) to implement the Housing Element’s “Affordable Housing Permitted” and “Affordable Housing Discretionary” site-specific designations. The Affordable Housing additive zones are separate, and in addition to, the “State” Density Bonus authorized by Division 7A (commencing with section 16-410A).

SEC. 16-420B. CREATION AND SELECTION OF ADDITIVE ZONES (-AHP AND -AHD).

(A) Additive zone - Additive zone designations act as a suffix to the underlying zone designation. The additive designations are “Affordable Housing Permitted” (-AHP), and “Affordable Housing Discretionary” (-AHD). The -AHP and -AHD designations do not change the allowable uses and/or density of the underlying zone but add the right to develop housing at a density of up to 30 dwelling units per acre, in a manner consistent with this Division 7C.

(B) Selection of Affordable Housing Additive zone sites - The parcels and aggregations of parcels with the -AHP and -AHD additive zone designations are shown in the Housing Element (2030

General Plan, Chapter 8) Supplement 1. These sites are not required to be available for sale or require owner permission to be designated -AHP or -AHD, although both conditions are preferred.

(C) No Net Loss - If an Affordable Housing Additive zone site is approved for non-residential development or with a residential unit count less than realistic/net lower income units listed for the site in Supplement 1 of the Housing Element, the City shall designate a replacement Additive Zone site (or combination of sites) if needed and required to maintain a "rolling" potential unit inventory that meets the then-remaining RHNA allocation for extremely low, very low and low income housing for the current RHNA planning period, as calculated by the Director. The city shall be responsible for the designation of replacement site(s) within 12-months from the date of the approved entitlements, unless the rolling inventory for extremely low, very low, and low income housing meets the remaining RHNA need as determined in the Annual Report. The determination on if a replacement site is needed and required will be based on results of the City's Annual Report which will be submitted to the California Department of Housing and Community Development (HCD) on a yearly basis. Private parties may propose Affordable Housing Additive zone sites through the rezoning process in combination with an housing development application process.

(D) Evaluation of sites for Affordable Housing Additive zone - In determining additional parcels or groups of parcels that may be suitable for the -AHP or -AHD additive zoning, potential sites shall be evaluated for their potential compatibility with adjacent land uses, availability of public services and is not located on land in any of the categories listed in Section 16.420K(F) of this Division, and the site is found to either be suitable or have the potential to be suitable with appropriate design that transitions to adjoining neighborhoods.

(E) The -AHP additive zone may only be applied to a non-vacant site that was included in a prior housing element planning period, or a vacant site that was included in two or more consecutive housing elements planning periods.

SEC. 16-420C. PERMITTED USES.

(A) Multifamily - Multifamily residential uses are allowed in -AHP and -AHD zones, subject to compliance with all applicable requirements of this Division 7C.

(B) Mixed use permissible - Mixed use multifamily residential uses are allowed in -AHP and AHD zones, subject to compliance with all applicable requirements of this Division 7C, as follows:

(1) Mixed use multifamily residential uses within the -AHP or -AHD additive zone may include space for commercial or office uses that do not exceed 15 percent of the total floor area of the development, where commercial or office uses are allowed as a permitted use in the underlying zoning designation, as part of the -AHP or -AHD associated permit. Commercial or office uses, which require a Special Use Permit in accordance with the underlying zoning designation, shall require approval of a Special Use Permit, in both the -AHP or -AHD additive zone.

(2) Mixed use multifamily residential uses within the -AHP additive zone which contain commercial or office space of greater than 15 percent of the total floor area of the development may request that the mixed use multifamily residential use application be removed from the by-right Site Plan Review permit process and submit an application for a Development Design Review planning permit pursuant to section [16-525](#) under which the mixed use multifamily residential use application is not considered ministerial. The commercial or office space of greater than 15 percent of the total floor area of the development are also permissible, if they are constructed in addition to other permitted or related uses that are permitted in accordance with the underlying zoning designation.

The commercial or office space shall still require Development Design Review Permit or Special Use Permit in accordance with the underlying zoning designation in the -AHP additive zone.

(3) Mixed use multifamily residential uses within the -AHD additive zone which contain commercial or office space of greater than 15 percent of the total floor area of the development are also permissible, if they are constructed in addition to other permitted or related uses that are permitted in accordance with the underlying zoning designation. The commercial or office space shall still require Development Design Review Permit or Special Use Permit in accordance with the underlying zoning designation in the -AHD additive zone.

(C) Underlying zoning permissible - As the -AHP and -AHD Additive zone designations do not replace the 2030 general plan land use or underlying zone designations, any proposed use or development other than housing, or in addition to housing, shall be governed by the 2030 General Plan and zone designations and applicable standards and guidelines.

SEC. 16-420D. PLAN REVIEW AND PROCESSING.

(A) Application - Residential or mixed use developments proposed on -AHP or -AHD Additive Zone sites and permitted under this Division shall be identified by the applicant at the time of permit application. The permit application fee and applicable supplemental development and environmental analysis and impact fees are required.

(1) Residential or mixed use development applications are to identify that the development will provide a minimum of 20% of all units as affordable to extremely-low income, very-low income, or low income households and comply with this entire Division.

(2) The Planned Development designation on a site is only applicable to non-residential development or development that does not fall under the -AHP or -AHD additive zone provisions.

(3) An application cannot utilize both the Planned Development Additive Zone provisions found in Chapter 16, Division 17 and the -AHP or -AHD Additive Zone provisions found in Section 16-420H(E).

(B) Site Plan Review Permit - A ministerial site plan review (SPR) permit process (City Code section 16-523) is required for all Multi-Family Residential development as defined under Section 16-420C(A) within the -AHP zone that meets the affordability requirements as defined in Section 16-420E(A), and complies with the applicable development and design standards of this chapter.

(C) Special Use Permit - A Special Use Permit (SUP) permit process (City Code Sections 16-530 to 16-553) is required for all Multi-Family Residential uses permitted under this Division that are not eligible under Subsection (B) of this section and are located in the -AHD zone.

(D) Impact fees - applicants shall pay all applicable impact fees, provide appropriate design and engineering studies, and otherwise follow the applicable entitlement process for development of comparable size and use.

SEC. 16-420E. AFFORDABILITY REQUIREMENTS.

(A) All housing units built pursuant to this Division shall provide a minimum of 20% of all units as affordable to extremely-low income, very-low income, or low income households as defined and periodically updated by the U.S. Department of Housing and Urban Development for Ventura County. Developers of housing under this Division are not eligible to request to make in-lieu Affordable Housing Payment instead of providing affordable housing units.

(B) All residential developments built pursuant to this Division 7C are subject to the City of Oxnard Inclusionary Housing Ordinance.

(C) The developer shall establish and at all times maintain a written list of Oxnard residents qualified to purchase or rent each of the affordable units. The developer shall offer the affordable units to qualified Oxnard resident buyers or renters on the waiting list first and give preference to them until there are no qualified Oxnard residents on the waiting list. At such time, the developer may make units available to all other prospective buyers or renters meeting the income limitations for such units.

(D) Affordability restrictions - Each affordable unit must be restricted for a minimum of 55 years for rental units and 45 years for owner-occupied units. The deed restriction or affordable housing agreement shall be recorded prior to, or concurrently with, final map recordation or, where the qualified housing development does not include a map, prior to issuance of a building permit for any structure on the site. The Director is hereby authorized to enter into the agreements authorized by this section on behalf of the city upon approval of the agreements by city attorney for legal form and sufficiency.

(E) Manager's unit - For developments which are 100 percent affordable the following shall apply. For a development with between 10 and 40 units, one manager's unit is exempt from the affordability requirement. For a development between 41 and 80 units, up to two manager's units are exempt from the affordability requirement. For development of 81 or more units, up to three manager's units are exempt from the affordability requirement. Developments that provide 9 or less affordable units do not obtain an exemption for a manager unit.

SEC. 16-420F. ASSISTANCE FOR AFFORDABLE PROJECTS.

(A) Housing developments that comply with this Division and contain multiple parcels with at least one parcel less than 0.5 acres which will be merged to facilitate affordable housing may request that lot merger fees be waived. Unless the lot merger involves unique situations that involve an agency or easement party other than the city or a utility company, the city shall grant the lot merger fee waiver request.

SEC. 16-420G. DENSITY OF UNITS.

(A) Maximum density - The allowable density of units per acre for the -AHP and -AHD additive zones is up to 30 units per acre.

(B) Density bonus applications - Affordable Housing Additive zone sites are eligible for the State density bonus if the developer files a density bonus permit request under Division 7A of Article V of Chapter 16 (commencing with section 16-410A).

(C) Accessory dwelling unit application - Affordable Housing Additive zone sites are eligible for the accessory dwelling units if the developer files an accessory dwelling unit permit request under Division 13 of Article V of Chapter 16 (commencing with section 16-465).

(D) Subdivisions – Affordable Housing developments permitted under this Division may be subdivided in a manner that portions of the development may exceed the designated housing density or have a different compatible use, so long as the overall applicable density is achieved.

SEC. 16-420H. DEVELOPMENT STANDARDS

(A) Residential development in the -AHP and -AHD additive zones are subject to the R-4 High Rise Residential development standards (City Code Sections 16-70 to 16-79), the attached dwelling unit development standards (City Code sections 16-360 to 16-363), the off-street parking requirements (Article X of Chapter 16 of the City Code), and standards for all zones (Article IV of Chapter 16 of the City Code) except as otherwise provided under this Division 7C and Division 7A Density Bonus.

(B) Maximum building heights for residential development in the -AHP and -AHD additive zones of five stories shall be permitted but shall not exceed 56 feet. Ground floors shall have a minimum plate height of 12 feet and shall not exceed 16 feet.

(C) Buildings within the C-2 zone having commercial and or office uses on the lower floor and residential uses on the upper floor or floors shall comply with the front, side and rear yard regulations of the underlying zone for commercial and or office floors and the R-4 zone for the residential floors.

(D) Buildings within the BRP zone shall comply with the front, side, rear, and street side yard setbacks of the BRP zone.

(E) Adjustment to development standards – housing developments that include one-hundred percent of units affordable to extremely-low income, very-low income, or low income households, exclusive of managers units, are eligible for adjustment to numerical development standards by plus or minus 10%, as determined necessary by the Review Authority, to ensure requested densities up to the maximum allowed for the subject site, and to ensure quality development is achieved for one-hundred percent affordable housing developments. The 10% modification is to be applied to the underlying three-dimensional development standards (and not density) and is in addition to requested Density Bonus provisions. The City may deny the requested adjustment if the adjustment would cause the development to have a specific, adverse impact, as defined in Cal. Gov't Code, Section 65589.5(d)(2), upon the public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources, or would be contrary to State or Federal law.

SEC. 16-420I. DESIGN STANDARDS

Housing developments permitted under this Division shall incorporate the following objective design standards and include on-site amenities appropriate for the resident population to be served:

(A) Neighborhood compatibility.

(1) Residential developments located abutting or across the street from a single-family neighborhood shall orient the buildings to the street with individual entries, patio areas and landscaping facing the single-family homes. Parking lot areas, garages and carports shall be located behind residential structures unless it is technically infeasible based on other City or State required standards.

(2) Duplexes, triplexes, and fourplexes abutting or across the street from a single-family neighborhood shall include individual front doors and interior stairs (when stairs are needed).

(3) When determined necessary by a noise assessment, sound walls shall include an earth berm and landscaping. Walls between buildings shall be extended to create pockets of protected common space avoiding long continuous walls for the entire length of a development site.

(B) Building Design.

- (1) Buildings shall orient towards the street or internal courtyard.
- (2) Buildings shall carry the same theme on all elevations. For the purposes of this standard, a theme includes primary (non-accent) materials and colors.
- (3) Architectural articulation shall be provided on all four sides of a building. Architectural articulation rhythms shall be followed based upon dimensions found in existing developments immediately adjacent to the site being developed.
- (4) Exterior siding shall be made of nonreflective and nonmetallic materials. Acceptable siding material includes wood, stucco, ceramic tile, brick, stone, or other masonry materials, or any combination of these materials.
- (5) Affordable units and market rate units in the same development shall be constructed of the same or similar exterior materials and details such that the units are not distinguishable.
- (6) Blank walls (façades without doors, windows, landscaping treatments) shall be less than 30 feet in length along sidewalks, pedestrian walks, or publicly accessible outdoor space areas.
- (7) Buildings over three stories must provide a ground floor elevation that is distinctive from the upper stories by providing a material change or color change between the first floor and upper floors when in alignment with a change in architectural fenestration or facade articulation. The change in material or color shall occur along at least 75% of the building façade with frontage upon a street, adjacent public park or public open space.
- (8) The Primary Street and the Side Street frontages, up to 75 feet from the primary street front property line, of on-grade parking podiums and parking structures shall be lined with occupiable, usable space with a minimum depth of 18 feet. Non-lined portions of above-grade garages (rear of lots along side streets) must be set back at least five feet. The setback area should contain landscaping of the same quality as elsewhere on the property.
- (9) Trim surrounds shall be provided at all exterior window and door openings. In lieu of exterior window trim, windows can be recessed from the wall plane by a minimum of three inches.
- (10) At least two materials shall be used on any building frontage, in addition to glazing and railings. Any one material must comprise at least 20% of the building frontage.
- (11) Building facades shall be multi-colored. Each facade must contain not less than two but not more than five distinct colors. Extremely bright colors are only allowed on doors, window trim, or other building components that represent a small portion of the overall building façade. Materials, finishes, fixtures, and colors visible from the street shall be designed in a manner that is consistent with the architectural style of the building

(C) Massing/articulation.

- (1) A minimum of two features such as balconies, cantilevers, dormers, bay windows, patios, individualized entries, and accent materials shall be incorporated into each proposed building.
- (2) A minimum one-foot offset is required for any wall plane that exceeds 30 feet in length.
- (3) Buildings over three stories tall shall have major massing breaks at least every 100 feet along any street frontage, adjacent public park, publicly accessible outdoor space, or designated open space, through the use of varying setbacks and/or building entries. Major breaks shall be a minimum of 30 inches deep and four feet wide and extend the full height of the building.

(4) Buildings shall have minor massing breaks at least every 50 feet along the street frontage, through the use of varying setbacks, building entries and recesses, or structural bays. Minor breaks shall be a minimum of 12 inches deep and four feet wide and extend the full height of the building.

(5) Rooflines shall be vertically articulated at least every 50 feet along the street frontage, through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height and/or form.

(6) Within 20 feet of an R-1 District boundary, the maximum building height is 25 35 feet. From this point, the building height may be increased to a ground level of up to 16 feet to allow for podium parking and four additional stories of 10 feet each with a combined maximum height of 56 feet.

(D) Site design.

(1) When dwelling units are abutting common open space areas and parks, a minimum of one window from each dwelling shall be located to overlook common area and parks.

(2) Garages and carports shall be designed to include a minimum of two of the following from the main building(s): materials, detailing, roof materials, and colors.

(3) Controlled entrances to parking facilities (gates, doors, etc.) shall be located a minimum of 18 feet from the back of sidewalk, in order to accommodate one vehicle entering the facility.

(4) Where bicycle parking is not visible from the street, directional signage to bicycle parking shall be included at the main building entrance. The signage shall be in the form of either a directory not exceeding six (6) square feet and or up to ten (10) individual directional signs not exceeding 1 square-foot each.

(5) Within commercial zones parking shall not be allowed within the front setback areas and direct pedestrian access to the building(s) must be provided from the public right-of-way. Direct pedestrian access between the public right-of-way and the building shall not require crossing parking, drive aisles, or other spaces used for vehicular circulation.

(6) Within commercial zones all housing developments must have direct interaction with the public right-of-way. When ground floor residential units are proposed, the residential units which front the public right-of-way shall locate kitchens and other living spaces (but not bedrooms) to front on the public right-of-way. These residential units may have covered patios and decks which can be constructed within the front yard setback within 5 feet of the property line provided the patios or decks have steps and or gates which lead directly to the public right-of-way. Second and third floor residential units are encouraged to place kitchens and other living spaces (but not bedrooms) to overlook the public right-of-way. These residential units may have decks and or balconies which encroach up to 10 feet into the front yard back.

(7) Surface parking spaces may be open or covered. All surface parking shall be screened from street views by buildings, walls (36 to 48 inches tall), landscaping, a planted earth berm, planted fencing, topography, or some combination of the above. Landscaping used for screening purposes must be no less than five feet wide (from the back of sidewalk or street curb to the parking lot paving, whichever is greater).

(8) Frontage improvements consistent with Public Works plates. The frontage improvements shall be designed to connect with and transition into adjacent existing frontage improvements.

(9) Common use site areas shall include refuse collection, mail distribution, laundry, recreation, and congregation. All such areas shall be connected with an accessible route.

(10) A secured mail and parcel distribution areas shall be well lit, secure, and shall remain open to the tenants at all times.

(E) Accessory elements.

(1) Perimeter fencing utilized along a public street shall be constructed of decorative iron, pre-painted welded steel, CMU block, or wood picket material.

(2) The height of solid fencing between private yards and common open spaces shall be limited to four and one-half feet in height. If a six-foot fence is desired, the top 18 inches shall allow for vision in and out of the yard.

(3) All roof top, wall mounted or ground mounted equipment must be screened. Roof top screening must use the materials and colors from the building and be architecturally integrated.

(4) All exterior storage facilities shall be screened from the public right-of-way. within an enclosure with walls at least six (6) feet in height

(5) All wood service poles, electric and gas meters, fire sprinkler valves and backflow preventers and transformers shall be located in the least prominent locations onsite as allowed by the utilities, and all equipment shall be camouflaged using building materials and colors and or landscaping included within the project design.

(6) Refuse enclosures.

(a) All refuse enclosures shall be designed to comply with the City Material Management and Enclosure Design Guidelines.

(b) Shield all dumpsters within an enclosure a minimum of six (6) feet tall with a solid roof. Allow adequate size to accommodate the needed dumpsters and recycling containers. All enclosures and gates shall be detailed to withstand heavy use. Provide wheel stops or curbs to prevent dumpsters from banging into walls of enclosure.

(c) Provide an opening so that pedestrians can access the dumpsters without opening the large gates.

(d) Provide lighting at trash enclosures for night time security and use.

(e) Locate dumpster enclosures so that no dwelling is closer than 20 feet (including those on abutting properties), or more than 150 feet from a residential unit. No minimum distance from dwellings is required if dumpsters are located within a fully enclosed room.

SEC. 16-420J. SPECIAL DEVELOPMENT REQUIREMENTS.

For developments located within or adjacent to any industrial or commercial zoned property the following Compatibility standards shall apply to ensure the compatibility of uses within a residential or mixed-use development :

(A) Compatibility with surrounding uses. The overlay environment is an urbanized area, therefore land use compatibility issues are expected to occur. Therefore, applicants for Multifamily or Mixed-use development shall submit data as determined by the Director to evaluate compatibility with surrounding uses with respect to issues including, but limited to the following:

- (1) Noise.
- (2) Odors.
- (3) Truck traffic and deliveries.
- (4) Hazardous materials handling/storage.
- (5) Air emissions.
- (6) Soil/groundwater contamination.
- (7) Complete sidewalk circulation systems and bus stops.

(B) Residential disclosures: All applications for Multifamily or Mixed-use shall include a condition of approval for disclosure to residents clearly outlining the issues associated with living in a mixed-use environment. The language for this disclosure shall be as specified by the Director. Copies of each signed disclosure shall be made available for review upon written request by the City.

(C) Applicants for new Multifamily or Mixed-use developments within 500 feet of US 101 or industrially zoned property shall be required to install high efficiency Minimum Efficiency Reporting Value (MERV) filters of MERV 14 or better in the intake of residential ventilation systems. Heating, air conditioning and ventilation (HVAC) systems shall be installed with a fan unit power designed to force air through the MERV 14 filter. To ensure long-term maintenance and replacement of the MERV 14 filters in the individual units, the following shall occur:

(1) The developer, sale, and/or rental representative shall provide notification to all affected tenants/residents of the potential health risk from US 101 and industrial zones for all affected units, per Item 3 of this section.

(2) For rental units within 500 feet of the US 101 or any industrially zoned property, the owner/property manager shall maintain and replace MERV 14 filters in accordance with the manufacturer's recommendations. The property owner shall inform renters of increased risk of exposure to diesel particulates from US 101 and industrially zoned properties when windows are open.

(3) For residential owned units within 500 feet of US 101 or an industrially zoned property, the homeowners' association (HOA) shall incorporate requirements for long-term maintenance in the covenant conditions and restrictions and inform homeowners of their responsibility to maintain the MERV 14 filter in accordance with the manufacturer's recommendations. The HOA shall inform homeowners' of increased risk of exposure to diesel particulates from US 101 when windows are open.

(D) For all Multifamily or Mixed-use developments located within the distances to industrial uses as outlined below the applicant shall submit a health risk assessment (HRA) prepared in accordance with policies and procedures of the State Office of Environmental Health Hazard Assessment (OEHHA), California Office of Emergency Services (OES), Certified Unified Program Agency (CUPA)

and Ventura County, Air Pollution Control District (APCD) to the Director. The HRA shall be reviewed and approved by the City and qualified experts approved by the City following APCD or California Air Pollution Control Officers Association (CAPCOA) guidelines prior to approval of any future residential or residential mixed use development, and HRA recommendations shall be incorporated into the development.

- 1,000 feet from the truck bays of an existing distribution center that accommodates more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units, or where transport refrigeration unit operations exceed 300 hours per week.
- 1000 feet from industrial facility which emits toxic air contaminants (TACs) identified by the following sources:
 - CARB Toxic Emission Inventory
 - EPA Toxic Release Inventory
 - CARB Toxic Air Contaminant Identification List
 - EPA List of Air Toxics
 - Ventura County APCD Air Toxic Annual Report or Similar APCD List

(E) For all Multifamily or Mixed-use developments located within 1,000 feet of an industrial facility that emits substantial odors, which includes, but is not limited to:

- Wastewater treatment plants.
- Composting, greenwaste, or recycling facilities.
- Fiberglass manufacturing facilities.
- Painting/coating operations.
- Coffee roasters.
- Food processing facilities.

The applicant shall submit an odor assessment to the Director prior to approval of any future discretionary action that verifies that the Ventura County Air Pollution Control District has not received three or more verified odor complaints. If the odor assessment identifies that the facility has received three such complaints, the applicant will be required to identify and demonstrate the Best Available Control Technologies for Toxics (T-BACTs) which are capable of reducing potential odors to an acceptable level, including appropriate enforcement mechanisms. T-BACTs may include, but are not limited to, installation of Minimum Efficiency Reporting Value (MERV) filters rated at 14 or better at all residential units. All T-BACTs shall be incorporated into the development.

(F) Noise standards.

(1) Individual developments that involve vibration-intensive construction activities, such as pile drivers, jack hammers, and vibratory rollers, occurring near sensitive-receptors shall be evaluated for potential vibration impacts. Developments are required to implement construction techniques which result in construction-related vibration that is less than the Federal Transit Administration vibration-annoyance criteria of 78 VdB during the daytime (7:00am-10:00pm) and not allowed during the nighttime (10:01pm-6:59am).

(2) The applicant shall submit evidence to the satisfaction of the Director that all units with patios and/or balconies meet the 65 dBA CNEL.

(G) Hazardous materials standards. Individual development sites may have existing facilities, such as transformers or clarifiers, to be demolished as part of a proposed development. To mitigate hazardous materials-related impacts during the removal of such facilities, the Director, in conjunction with the Oxnard Fire Department, shall include specific development conditions of approval as part of the discretionary review process for the proposed development.

(H) Public safety standards.

(1) Plans submitted for review of residential development shall include the following safety features:

(a) Recreation areas shall be located adjacent to residential uses whenever possible. These areas shall be visible to residents from within their dwellings to allow for "eyes on the street" proper visual surveillance. Placement of windows, landscaping, lighting, and recreation uses shall be coordinated to enhance resident surveillance opportunity, but not to detract from the recreational use.

(b) General utilization of the concepts of Crime Prevention Through Environmental Design (CPTED) in the planning and development stages.

(2) The inclusion of the following items shall be verified by the public safety department prior to issuance of the first building permit for a residential unit.

(a) Development of a security plan for Multifamily or Mixed-use developments that includes:

- i. Management contact for public safety issues available 24-hours a day;
- ii. Cameras for monitoring and recording vehicles and persons entering the site;
- iii. Access control systems to control passage into common areas; and
- iv. Secure postal and parcel delivery
- v. Quick removal of graffiti; and
- vi. Enforcement of restricted parking spaces.

(b) Preparation of a standardized, high density, "wayfinding" sign program to aid emergency responders in finding individual residential units quickly and easily.

(c) A Click2Enter radio frequency access system shall be installed at any vehicle and pedestrian access point controlled by privacy gates.

(d) Security. Residential units shall be designed to ensure the security of residents through the provision of secured entrances and exits that are separate from the nonresidential uses. Nonresidential and residential uses shall not have common entrance hallways or common balconies. These separations shall be shown on the development plan and the separations shall be permanently maintained.

(e) Windows. Residential windows of buildings directly adjacent to industrial uses shall generally be directed away from loading areas and docks, unless view-restricting architectural elements are utilized.

SEC. 16-420K. INTERPRETATION OF THIS DIVISION 7C.

(A) No effect on other sites - Nothing in this Division 7C prevents all or partially affordable housing developments being developed on non-AHP and -AHD zoned sites pursuant to the applicable 2030 general plan and zoning designations, density bonus permit process, development standards, CEQA review, and applicable permitting procedures.

(B) Development standards - Nothing in this Division 7C shall be interpreted to require the City to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined by Cal. Gov't Code, Section 65589.5(d)(2), upon health, safety, the physical environment, or any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

(C) Design - Nothing in this Division 7C shall be interpreted as authorizing or encouraging the development of affordable housing with lower quality design compared with market-rate projects. Affordable developments are held to the same building codes, landscape requirements, and exterior architectural standards as comparable and contemporaneous market-rate developments.

SEC. 16-420L. FINDINGS.

In addition to the findings required by the Site Plan Review Permit or Special Use Permit, and any other applicable findings required under this chapter, the Review Authority must make the following findings for any developments approved pursuant to this Division:

(A) Community-level environmental review as defined in the California Public Resources Code, Section 21159.20, has been adopted or certified, and the development consistent with the project evaluated in the environmental document, or the development is otherwise exempt from the California Environmental Quality Act.

(B) The development and other projects approved prior to the approval of the development can be adequately served by existing utilities, and the project applicant has paid, or has committed to pay, all applicable in-lieu or development fees.

(C) The development does not have a significant effect on historical resources pursuant to Section 21084.1 of the Public Resources Code.

(D) The development site does not have an unusually high risk of fire or explosion from materials stored or used on nearby properties.

(E) The development site does not present a risk of a public health exposure at a level that would exceed the standards established by any state or federal agency.

(F) The development is not located on a site that is any of the following:

(1) Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

(2) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

(3) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(4) A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

(5) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.

(6) Within a floodplain as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has been issued a flood plain development permit pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

(7) Within a floodway as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.

(8) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(9) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species

Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

(10) Lands under conservation easement

(G) The development is not located on a site where any of the following apply:

(1) The development would require the demolition of the following types of housing:

(a) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(b) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power."

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

Section 5. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

Section 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on October 5, 2021, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 5th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Attachment 9

Zoning Text Amendment to OCC Section 16-135 & 16-136 General Commercial

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE GENERAL COMMERCIAL ZONE PERMITTED AND RELATED USES IN DIVISION 9 OF ARTICLE III OF CHAPTER 16 OF THE OXNARD CITY CODE SECTIONS 16-135 AND 16-136, RELATED TO THE AMENDMENT AND ADOPTION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 21-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC) pertaining to the General Commercial zone permitted and related use to implement the 2021-2029 Housing Element. The proposed modification is to allow up to 30 dwelling units with 20% lower income units per acre when identified by a zoning suffix of “-AHP” (Affordable Housing Permitted) or “-AHD” (Affordable Housing Discretionary) in OCC Chapter 16, Article III, Section 16-135 (Uses Permitted) and 16-136 (Related Uses); and

WHEREAS, in 2013 the City Council adopted the first AAHOP ordinance to provide opportunity for developers and the non-profit sector to develop all-affordable residential development to help reach the City’s Regional Housing Need Allocation (RHNA); and

WHEREAS, due to changes in state Housing Element law, on October 6, 2020, the City Council held a public meeting on preparation of the 2021-2029 Housing Element and directed staff to discontinue the AAHOP program and instead rezone select housing element sites to the State default density of 30 dwelling units per acre to reach the total 2021-2029 RHNA lower income allocation; and

WHEREAS, the Planning Commission held a public hearing on September 2, 2021 to review and provide input on the 2021-2029 Final Housing Element, Staff’s recommended text and map changes to the General Plan Land Use Element, Draft amendments to Chapter 16 of the Oxnard City Code and recommended zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element; and

WHEREAS, the Planning Commission held a public hearing on September 16, 2021 to consider approving resolutions recommending that the City Council of the City of Oxnard amend the 2030 General Plan by adopting the 2021-2029 Final Housing Element Update and incorporating it as Chapter 8 of the 2030 General Plan (General Plan Amendment PZ No. 20-620-03), text and map changes to the General Plan Land Use Element (General Plan Land Use Element/Text and Map Amendment Nos. PZ 21-620-02 and PZ 21-620-03), amendments to Chapter 16 of the Oxnard City Code (Zoning Code Text Amendments No. PZ 21-580-03), and zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element (Zoning Map Amendments No. PZ 21-580-04); and

WHEREAS, the Planning Commission received written and verbal comments from the public; and

WHEREAS, The City prepared an Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) for the proposed 2021-2029 Housing Element and related actions in accordance with CEQA Guidelines, Section 15070; and

WHEREAS, the Planning Commission adopt Resolution 2021-26 recommending that the City Council approve Planning & Zoning Permit No. 21-580-03 (Zone Text Amendment) for implementation of the City's housing element; and

WHEREAS, on October 5, 2021, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 21-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds proposed Zoning Text Amendment is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed ZTA does not involve any direct physical changes to the environment. There are no changes in landforms as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan, as amended under PZ Permit No. 20-620-03, General Plan Amendment replacing in its entirety the current Chapter 8 (2013-2021 Housing Element) with the 2021-2029 Housing Element and PZ No. 21-620-02, update General Plan Land Use Element (Chapter 3) text by amending the General Commercial and Business Research Park land use descriptions to allow up to 30 dwelling units with 20% lower income units per acre when identified by a zoning suffix of "-AHP" (Affordable Housing Permitted) or "-AHD" (Affordable Housing Discretionary); and

WHEREAS, the adoption of ZTA to City's General Commercial zone would facilitate development in the Affordable Housing Additive Zones at the default density of 30 du/acre, provided that a minimum of 20% of units are affordable to lower income households, per State requirements; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan, to accommodate default density relating to the provision of affordable housing in specific zones in the City.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Section 1. Section 16-135(A)(42) is added to the Oxnard City Code to read as follows:

"(42) Multifamily Residential uses up to 30 dwelling units per acre on parcels in the AHP additive zone as provided in section 16-420."

Section 2. Section 16-136(A)(2) is amended to read as follows:

”(2) The permitted and related uses in the R-3 zone; and Multifamily Residential uses up to 30 dwelling units per acre in the AHD additive zone as provided in section 16-420;”

Section 3. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 4. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City’s Zoning Code.

Section 5. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

Section 6. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the Ordinance.

Section 7. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on October 5, 2021, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 5th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Attachment 10

Zoning Text Amendment to OCC Section 16-162 & 16-163 Business Research Park

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE BUSINESS AND RESEARCH PARK ZONE PERMITTED USES IN DIVISION 11 OF ARTICLE III OF CHAPTER 16 OF THE OXNARD CITY CODE (OCC) SECTIONS 16-162 AND 16-163, RELATED TO THE AMENDMENT AND ADOPTION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 21-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC) pertaining to the Business and Research Park zone permitted use to implement the 2021-2029 Housing Element. The proposed modification is to allow up to 30 dwelling units with 20% lower income units per acre when identified by a zoning suffix of “-AHP” (Affordable Housing Permitted) or “-AHD” (Affordable Housing Discretionary) in OCC Chapter 16, Article III, Section 16-162 (Non-Industrial Use) and 16-163 (Industrial Land Uses by Zone: Industrial Land Use Matrix); and

WHEREAS, in 2013 the City Council adopted the first AAHOP ordinance to provide opportunity for developers and the non-profit sector to develop all-affordable residential development to help reach the City’s Regional Housing Need Allocation (RHNA); and

WHEREAS, due to changes in state Housing Element law, on October 6, 2020, the City Council held a public meeting on preparation of the 2021-2029 Housing Element and directed staff to discontinue the AAHOP program and instead rezone select housing element sites to the State default density of 30 dwelling units per acre to reach the total 2021-2029 RHNA lower income allocation; and

WHEREAS, the Planning Commission held a public hearing on September 2, 2021 to review and provide input on the 2021-2029 Final Housing Element, Staff’s recommended text and map changes to the General Plan Land Use Element, Draft amendments to Chapter 16 of the Oxnard City Code and recommended zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element; and

WHEREAS, the Planning Commission held a public hearing on September 16, 2021 to consider approving resolutions recommending that the City Council of the City of Oxnard amend the 2030 General Plan by adopting the 2021-2029 Final Housing Element Update and incorporating it as Chapter 8 of the 2030 General Plan (General Plan Amendment PZ No. 20-620-03), text and map changes to the General Plan Land Use Element (General Plan Land Use Element/Text and Map Amendment Nos. PZ 21-620-02 and PZ 21-620-03), amendments to Chapter 16 of the Oxnard City Code (Zoning Code Text Amendments No. PZ 21-580-03), and zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element (Zoning Map Amendments No. PZ 21-580-04); and

WHEREAS, the Planning Commission received written and verbal comments from the public; and

WHEREAS, The City prepared an Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) for the proposed 2021-2029 Housing Element and related actions in accordance with CEQA Guidelines, Section 15070; and

WHEREAS, the Planning Commission adopt Resolution 2021-26 recommending that the City Council approve Planning & Zoning Permit No. 21-580-03 (Zone Text Amendment) for implementation of the City's housing element; and

WHEREAS, on October 5, 2021, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 21-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds proposed Zoning Text Amendment is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed ZTA does not involve any direct physical changes to the environment. There are no changes in landforms as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan, as amended under PZ Permit No. 20-620-03, General Plan Amendment replacing in its entirety the current Chapter 8 (2013-2021 Housing Element) with the 2021-2029 Housing Element and PZ No. 21-620-02, update General Plan Land Use Element (Chapter 3) text by amending the General Commercial and Business Research Park land use descriptions to allow up to 30 dwelling units with 20% lower income units per acre when identified by a zoning suffix of "-AHP" (Affordable Housing Permitted) or "-AHD" (Affordable Housing Discretionary); and

WHEREAS, the adoption of ZTA to City's Business Research Park zone would facilitate development in the Affordable Housing Additive Zones at the default density of 30 du/acre, provided that a minimum of 20% of units are affordable to lower income households, per State requirements; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan, to accommodate default density relating to the provision of affordable housing in specific zones in the City.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Section 1. Oxnard City Code Chapter 16, Article III, Division 11 entitled "Industrial Zones", sections 16-162, and 16-163 are amended to read, as follows (**Only underlined portions are to be added**):

DIVISION 11. INDUSTRIAL ZONES

SEC. 16-162. NON-INDUSTRIAL USES.

The city council has determined that certain non-industrial uses may be permitted in industrial zones in order to achieve land use compatibility objectives. Those uses include adult uses and churches and religious facilities. Consistent with the guidance provided in section [16-163](#), industrial land use matrix, the following provisions and restrictions apply.

(A) Adult uses. Adult uses are further governed by Article V, Division 1 of this code.

(B) Churches and religious institutions. To ensure the integrity and economic viability of the industrial zoning districts and promote compatibility with assembly type uses such as churches, mosques, synagogues, and other religious facilities, the following additional restrictions apply to industrial zoned properties.

(1) All religious facilities in industrial zones are subject to a special use permit to permit the evaluation of land use compatibility and potential negative impacts on nearby industrial uses and hazard exposure to facility users.

(2) Religious facilities may be permitted in multi-tenant buildings in the C-M, BRP, and ML zones, subject to a special use permit.

(3) Schools which provide standard K-12 educational instruction are not permitted in any industrial zone. Religious instruction such as Sunday schools, bible study, and similar classes may be permitted subject to a special use permit.

(4) Religious institutions in the M-1 and M-2 must be located in freestanding buildings.

(5) Multifamily Residential uses up to 30 dwelling units per acre are permitted in the BRP zone on parcels identified in the AHD additive zone, subject to the provisions in section 16-420.

(C) Senate Bill (SB) 2 uses. For the purposes of this section, certain terms and words are defined as follows:

(1) EMERGENCY SHELTER FOR FAMILIES - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless families with children under the age of 18, or 21 if they are full-time students or disabled, pursuant to standards set forth in Article V, Division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing, and laundry facilities. No family shall be denied emergency shelter because of an inability to pay. For purposes of this definition, DISABLED means persons with special needs, including mental disabilities, developmental disabilities, AIDS, substance abuse, or chronic health conditions.

(2) EMERGENCY SHELTER, PERMANENT - A permanent facility consisting of a building or group of buildings with overnight sleeping accommodations providing temporary housing for six months or less to homeless persons pursuant to standards set forth in Article V, Division 18. Such accommodations shall include basic supportive services such as meals, restroom, bathing, and laundry facilities. No individual or household shall be denied emergency shelter because of an inability to pay.

(3) EMERGENCY SHELTER, TEMPORARY - A temporary facility consisting of a building or group of buildings with overnight sleeping accommodations providing housing to homeless persons for winter warming or similar short-term, temporary operation not to exceed four months within a 12-

month period. No individual or household shall be denied emergency shelter because of an inability to pay.

(4) **FAMILY** - A group of residents whose members jointly occupy a dwelling unit as a single housekeeping unit; have joint use of and responsibility for common areas; share household activities such as meals, chores, maintenance, and expenses; but not including residents of commercial group living such as hotels, dormitories, and fraternities.

(5) **FARMWORKER** - An employee, also known as an agricultural worker, engaged in agricultural work/farming and any practices performed on a farm in conjunction with farming, including cultivating and tillage of soil, the raising of animals, and the preparation of agricultural products for market, and/or to carriers for transportation to market.

(Ord. No. 2958, 2985)

SEC. 16-163. INDUSTRIAL LAND USES BY ZONE: INDUSTRIAL LAND USE MATRIX.

The allowed land uses in the industrial zoning districts are identified in the following table.

Industrial Land Use Matrix								
Key: Blank: Not Allowed P: Permitted Use (Requires a Zone Clearance) SUP: Special Use Permit DDR: Development Design Review Permit								
Land Use	Zone District							
			CM	BRP	M-L	M-1	M-2	Notes
Administrative, executive, and/or corporate offices which are a part of a predominantly industrial operation, including governmental offices and facilities			P	P	P	P	P	
Administrative, financial, professional, medical, and general office services			P	P	SUP			
Adult businesses, except adult motels				P	P	P	P	Refer to section 16-337
Adult day care facilities			P	P				
Adult motels			P					Refer to section 16-336
Agricultural and construction vehicle sales with incidental repair and service			SUP		DDR	DDR		
Agricultural, limited to growing of crops			P	P	P	P	P	
Aircraft modification, storage, repair, and maintenance						P	P	
Aircraft sales			P	P	P	P		

Alcohol sales: on-site, off-site, and wine tasting	SUP	SUP	SUP	SUP		
Ambulance base facilities	P	P	P	P	P	
Appliance repairs	P		P	P		
Asphalt or concrete manufacture or refining					DDR	
Assembly or repair of small electrical and electronic equipment	P		P	P		
Assisted living residential facility		SUP				
	CM	BRP	M-L	M-1	M-2	Notes
Auction houses	P	P	P	P	P	
Boat building and repair				P	P	
Boiler repair and maintenance				P	P	
Book binding	P	P	P	P	P	
Bottling/canning plants			P	P	P	
Breweries, microbrew (less than 60,000 barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		
Breweries, craft (more than 60,000 barrels, less than 2 million barrels). A SUP is required if including tasting rooms	DDR	DDR	DDR	DDR		
Breweries, large (more than 2 million barrels)				DDR	DDR	
Brick, tile, or terra cotta manufacture				DDR	DDR	
Business furniture, supplies, and equipment sales	P	P	P			
Cabinet or carpenter shops	P		P	P	P	
Cafeterias accessory to permitted uses for the convenience of persons employed on the premises		P	P	P	P	
Carpet, rug, and dry-cleaning plants	P		P	P	P	
Cement, glass, lime, gypsum, or plaster manufacture					DDR	
Ceramic products	P		P	P	P	
Children's day care facility serving more than 15 children	SUP	SUP				
Churches	SUP	SUP	SUP	SUP	SUP	Refer to section 16-162(B)
Coffee shops, cafes	P	P	DDR	DDR	DDR	
Cold storage facilities including agricultural freezers and ice production and sales			P	P	P	
Commercial and retail uses	P	DDR	DDR	DDR		Refer to section 16-171
Commercial Cannabis Activities						

Distribution		DDR	DDR	DDR	DDR	See section 16-173 ; Article XVII Chapter 11
Manufacturing		DDR	DDR	DDR	DDR	See section 16-173 ; Article XVII Chapter 11
	CM	BRP	M-L	M-1	M-2	Notes
Retail		SUP				See section 16-173 ; Article XVII Chapter 11
Testing		DDR	DDR	DDR	DDR	See section 16-173 ; Article XVII Chapter 11
Commercial recreational and entertainment uses, such as batting cages, gymnasiums, boxing gyms, escape rooms, bowling alleys, skating rinks, and similar recreational uses as determined by the planning manager	DDR	DDR	DDR	DDR		
Computer and business machine sales and service	P	P	P			
Convenience markets and drugstores	P	DDR				
Corporate training and professional development facilities including ancillary outdoor activities	P	P	P	P	P	
Day care facilities accessory to industrial uses		DDR	DDR	DDR		
Day care facilities (over 12 children) as a principal use	DDR	DDR				
Distribution, warehousing, and wholesaling	P	P	P	P	P	
Drive-through services	SUP	SUP	SUP			
Drop forge industries					DDR	
Dwelling unit, one per establishment, for security or management when located on the premises where such person is employed in such capacity and accessory to an industrial use	DDR		DDR	DDR	DDR	
Electric motor rebuilding	P		P	P	P	
Electrical and lighting supply	P		P			
Electronic and computer repair	P	P	P			
Emergency shelter for families	SUP		P			
Emergency shelter, permanent	SUP		P			

Emergency shelter, temporary	SUP		P			
Employment agencies	P	P				
Energy generation, distribution, storage, and support facilities, including electrical and gas utilities	SUP	SUP	SUP	SUP	DDR	
Explosives, manufacture or storage					DDR	
Farmworker housing	SUP		P	P	P	
Feed sales	P		P	P		
Fertilizer manufacture					DDR	
Firearm and ammunition sales			SUP			Refer to Chapter 16, Division 19
	CM	BRP	M-L	M-1	M-2	Notes
Fish smoking, processing, curing, or canning				DDR	DDR	
Florists	P	P				
Freight classification yard, including truck and bus storage and maintenance				DDR	P	
Furniture manufacture and assembly	P		P	P	P	
Furniture upholstery shops	P		P	P		
Garbage, offal, or dead animal reduction or dumping					P	
Garment manufacturing		P	P	P	P	
Gas bulk storage, manufacturing, and distribution of flammable liquids and all gases					DDR	
General office, including legal, professional, medical, consulting, or similar	P	P				
Indoor firearm range			SUP			Refer to Chapter 16, Division 20
Iron, steel, brass, or copper foundry or fabrication plant				SUP	DDR	
Kennels and animal boarding	DDR		DDR	DDR	DDR	
Kennel day care	P		P	P	P	
Laboratories, research only		P	P			
Laundry, commercial	P		P	P	P	
Light metal fabrication (for example, sheet metal, wrought iron, and the like)	P		P	P	P	
Lumber yards with incidental sales of building and hardware supplies (outside storage)	SUP			SUP	P	
Machine shops	P		P	P	P	
Manufacture and assembly of electrical and electronic instruments, devices, and components	P	P	P	P	P	
Manufacturing and maintenance of electric neon signs	P		P	P	P	

Manufacturing, compounding assembly, or treatment of articles or merchandise from prepared materials such as, but not limited to, canvas, cloth, stones, wood products, and leather			P	P	P	
Manufacturing, compounding, processing, packaging, or treatment of food products such as, but not limited to, bakery, dairy, fruits and vegetables, and honey			P	P	P	
Marine equipment sales with incidental repair and service	P		P	P	P	
Medical product sales	P	P	P			
Medical: hospitals and medical centers		SUP				
Metals recycling and storage, including sales				SUP	DDR	
	CM	BRP	M-L	M-1	M-2	Notes
Mini-warehouses and self-storage facilities	SUP		SUP	SUP	SUP	Refer to Resolution No. 6446
Mobile home sales and display	DDR		DDR	DDR	DDR	
Motels, hotels, and convention facilities	SUP	SUP				
<u>Multifamily Residential uses up to 30 dwelling units per acre on parcels identified in the AHD additive zone, subject to the provisions in section 16-420.</u>		<u>SUP</u>				
Off-site non-accessory signs or billboards					SUP	Refer to section 16-608(G)
Oilcloth or linoleum manufacture					P	
Outdoor storage or assembly as a primary use					SUP	
Outdoor storage, incidental/accessory to uses otherwise permitted			DDR	DDR	DDR	
Paint, oil, shellac, turpentine, and varnish manufacture					DDR	
Paper and pulp manufacture					DDR	
Pawnshops	SUP					
Petroleum bulk plants and distribution				SUP	DDR	
Petroleum refining					DDR	
Photographic studios and services	P	P	P			
Planning mills				SUP	DDR	
Plastic manufacture				P	P	
Plumbing supply	P		P	P		
Printing shop, lithographing, photocopying, blueprinting, and publishing	P	P	P	P	P	

Product assembly plants and production facilities primarily engaged in final or partial assembling of packaging of premanufactured, treated, or fabricated components, materials, or products	P	P	P	P	P	
Public service uses - communications, fire and police, water, and other governmental or public facilities	DDR	DDR	DDR	DDR	DDR	
Radio or television broadcasting station	P	P	P	P	P	
Railroad support services				SUP	DDR	
Recycling collection: collection recycling facility for the acceptance of materials from the public including a bulk or single-feed reverse vending machine, a kiosk unit, or a permanent building				DDR	DDR	
Recycling mobile unit: mobile recycling unit used for the collection of recycled materials including the bins, boxes, or containers for the collection of recyclable materials	DDR		DDR	DDR	DDR	
Recycling processing facility: processing facility for ferrous and non-ferrous materials including the preparation of material for efficient shipment which includes baling, briquetting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re- manufacturing. Outdoor bin storage allowed for the collection of recycled materials				SUP	SUP	
	CM	BRP	M-L	M-1	M-2	Notes
Refrigeration and air conditioning repair and service	P		P	P	P	
Research and development, experimental or developmental laboratories		P	P	P	P	
Research, development, and clinical laboratories and uses including associated incidental and outpatient clinics		P				
Restaurants and delicatessens	P	P	P	DDR	DDR	
Rock crusher or distribution of rock, sand, or gravel					DDR	
Sale of building and hardware supplies within a building	P		P	P	P	
Specialized commercial retail centers oriented toward major transportation elements such as freeways, expressways, and other major transportation corridors. Specialized commercial uses include promotional, discount, factory outlet, and off-price shopping centers, as well as centers that are tourist-oriented or oriented to other specialized markets. Specialized commercial uses may also include general commercial uses in special or unique settings		SUP				
Stationery and office supplies	P	P				
Supportive housing	SUP					

Taxidermist	P		P	P		
Textiles manufacturing			P	P	P	
Trade schools, public and private schools and colleges, dance, and performing arts studios	P	P	DDR			
Transitional housing	SUP					
Vehicle assembly				SUP	DDR	
Vehicle and equipment dismantling and recycling, including sale of parts and vehicles					SUP	
Vehicle rental agencies	DDR	DDR	DDR			
Vehicle repair, including engine overhaul, body and fender work, transmission, radiator repair, painting, and upholstery	P		P	P	P	
Vehicle service stations	SUP	SUP	SUP	SUP	DDR	
Vehicle storage				SUP	SUP	
Veterinarians with on-site kennels	DDR		DDR	DDR	DDR	
Veterinarians with no on-site kennels	P		P	P	P	
Welding shops			P	P	P	
Wine production facility			SUP	P	P	
Wine tasting with or without cafes		SUP	SUP	SUP		

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

Section 5. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

Section 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance,

including for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on October 5, 2021, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 5th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Attachment 11

Zoning Text Amendment to OCC Section 16-410 Density Bonus

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE DENSITY BONUS ORDINANCE APPROVAL AUTHORITY IN DIVISION 7A OF ARTICLE IV OF CHAPTER 16 OF THE OXNARD CITY CODE (OCC) SECTIONS 16-410B, 16-410-F AND 16-410-R, RELATED TO THE AMENDMENT AND ADOPTION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 21-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC) pertaining to approval authority for the City's Density Bonus. The proposed modification is to allow Density Bonus permit approval by the approval authority authorized to approve the associated discretionary or ministerial permit approval for the underlying development permit in OCC Chapter 16, Article IV, Section 16-410B (Definitions), 16-410F (Content of Application), and 16-410R (Determination on Density Bonus and Affordable Housing Incentive Program Requests); and

WHEREAS, the Planning Commission held a public hearing on September 2, 2021 to review and provide input on the 2021-2029 Final Housing Element, Staff's recommended text and map changes to the General Plan Land Use Element, Draft amendments to Chapter 16 of the Oxnard City Code and recommended zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element; and

WHEREAS, the Planning Commission held a public hearing on September 16, 2021 to consider approving resolutions recommending that the City Council of the City of Oxnard amend the 2030 General Plan by adopting the 2021-2029 Final Housing Element Update and incorporating it as Chapter 8 of the 2030 General Plan (General Plan Amendment PZ No. 20-620-03), text and map changes to the General Plan Land Use Element (General Plan Land Use Element/Text and Map Amendment Nos. PZ 21-620-02 and PZ 21-620-03), amendments to Chapter 16 of the Oxnard City Code (Zoning Code Text Amendments No. PZ 21-580-03), and zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element (Zoning Map Amendments No. PZ 21-580-04); and

WHEREAS, the Planning Commission received written and verbal comments from the public; and

WHEREAS, The City prepared an Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) for the proposed 2021-2029 Housing Element and related actions in accordance with CEQA Guidelines, Section 15070; and

WHEREAS, the Planning Commission adopt Resolution 2021-26 recommending that the City Council approve Planning & Zoning Permit No. 21-580-03 (Zone Text Amendment) adding a definition of Approval Authority and authorizing Density Bonus permit approval by the approval authority authorized to approve the

associated discretionary or ministerial permit for the underlying development permit is necessary for implementation of the City's housing element; and

WHEREAS, on October 5, 2021, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 21-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds the proposed Zoning Text Amendment is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed ZTA does not involve any direct physical changes to the environment. There are no changes in landforms or an intensification of land uses as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan; and

WHEREAS, the adoption of ZTA to City's density bonus ordinance would facilitate 'by-right' development reviewed through ministerial Site Plan Review, remove a code inconsistency that presently requires all housing projects seeking Density Bonus to be reviewed by Planning Commission (even when the underlying permit only requires Director approval), and improve project processing efficiencies; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Section 1. Oxnard City Code Chapter 16, Article IV, Division 7A entitled "Density Bonus and Related Incentives and Concessions Program", sections 16-410B, 16-410F and 16-410R are amended to read as follows (**Only underlined portions are to be added**):

DIVISION 7A. DENSITY BONUS AND RELATED INCENTIVES AND CONCESSIONS PROGRAM

SEC. 16-410B. DEFINITIONS.

In addition to the definitions in section 16-10, the following definitions apply to this division and shall control over any conflicting definitions in section 16-10. State law definitions, as they may be amended from time to time, control over the definitions in this section. Where the definitions are provided by State law, the citation to the statute follows.

(A) AFFORDABLE HOUSING BENEFITS - One or more of the following:

- (1) A density bonus pursuant to section [16-410H](#);
- (2) An incentive pursuant to section [16-410L](#);
- (3) A development standard waiver or modification pursuant to section [16-410O](#); and
- (4) A parking standard modification pursuant to section [16-410P](#).

(B) AFFORDABLE HOUSING COST - The definition set forth in Cal. Health and Safety Code, Section 50052.5. (Cal. Gov't Code, Section 65915(c)(2))

(C) AFFORDABLE HOUSING DEVELOPER - The applicant or permittee of a qualified housing development and its assignees or successors in interest.

(D) AFFORDABLE RENT - The definition set forth in Cal. Health and Safety Code, Section 50053. (Cal. Gov't Code, Section 65915(c)(1))

(E) AFFORDABLE UNIT - A residential dwelling unit that is guaranteed by the affordable housing developer to be rented or sold in accordance with the requirements of this division to one of the following:

- (1) A very low income household;
- (2) A low income household; or
- (3) A moderate income household within a common interest development (Cal. Gov't Code, Section 65915(c)(1)-(c)(2)).

(F) APPROVAL AUTHORITY - the person or body within the City who is authorized to provide Discretionary Approval or Ministerial Approval of a Housing Development. If multiple persons or approval bodies are authorized to make one or more such approvals, then the person or body with the highest authority shall be deemed the Approval Authority.

(G) CHILD CARE FACILITY - A child day care facility other than a family day care home, including but not limited to infant centers, preschools, extended day care facilities, and school age child care centers (Cal. Gov't Code, Section 65915(h)(4)).

(H) CITY - The City of Oxnard or its designee.

(I) COMMON INTEREST DEVELOPMENT - Any of the following: a community apartment project, a condominium project, a planned development, or a stock cooperative pursuant to Cal. Civil Code, Section 4100. All common interest development units must be offered to the public for purchase (Cal. Gov't Code, Section 65915(b)(1)(D)).

(I) CONDOMINIUM CONVERSION PROJECT - A residential project in which the applicant proposes to convert apartment units to condominiums pursuant to Cal. Gov't Code, Section 65915.5(a).

(J) DENSITY BONUS - Except as used in section [16-410T](#), Condominium Conversion Projects, a density increase over the otherwise maximum allowable residential density as of the date of application to the city for a qualified housing development. (Cal Gov't Code, Section 65915(f)) As

used in section [16-410T](#), "density bonus" shall be defined as set forth in section [16-410B](#). (Cal. Gov't Code, Section 65915.5(b))

(K) DENSITY BONUS UNITS - Dwelling units granted pursuant to section [16-410H](#) which exceed the otherwise maximum allowable residential density.

(L) DEVELOPMENT STANDARD - A site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an on-site open-space requirement, or a parking ratio, that applies to a residential development pursuant to the zoning ordinance, the general plan, specific plan or other city condition, law, policy, resolution, or regulation (Cal. Gov't Code, Section 65915(o)(l)).

(M) HOUSING DEVELOPMENT - A development project of five or more residential units, including mixed-use developments. This also includes a subdivision or common interest development that is approved by the city and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling where the result of the rehabilitation would be a net increase in available residential units. (Cal. Gov't Code, Section 65915(i))

(N) HOUSEHOLD INCOME CATEGORY DEFINITIONS

(1) VERY LOW INCOME HOUSEHOLD - A household whose income does not exceed 50% of the county's median household income as defined in Cal. Health and Safety Code, Section 50105. (Cal. Gov't Code, Section 65915(b)(1)(B))

(2) LOW INCOME HOUSEHOLD - A household whose income does not exceed 80% of the county's median household income as defined in Cal. Health and Safety Code, Section 50079.5. (Cal. Gov't Code, Section 65915(b)(1)(A))

(3) MODERATE INCOME HOUSEHOLD - Persons or families whose income does not exceed 120% of the county's median household income as defined in Cal. Health and Safety Code, Section 50093. (Cal. Gov't Code, Section 65915(b)(1)(D))

(O) INCENTIVE - "Incentives and concessions" as that phrase is used in Cal. Gov't Code, Section 65915(k).

(P) MARKET-RATE UNIT - A dwelling unit that is not an affordable unit.

(Q) MAXIMUM ALLOWABLE RESIDENTIAL DENSITY - The density allowed under the applicable zoning ordinance and the land use element of the general plan, or if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail. (Cal. Gov't Code, Section 65915(d)(2))

(R) MINIMUM AFFORDABLE HOUSING COMPONENT - A housing development project which includes a minimum of any of the following:

(1) VERY LOW INCOME MINIMUM AFFORDABLE HOUSING COMPONENT - Provides at least 5% of the total units for very low income household residents (Cal. Gov't Code, Section 65915(b)(1)(B)); or

(2) LOW INCOME MINIMUM AFFORDABLE HOUSING COMPONENT - Provides at least 10% of the total units for low income households (Cal. Gov't Code, Section 65915(b)(1)(A)); or

(3) MODERATE INCOME MINIMUM AFFORDABLE HOUSING COMPONENT - Provides at least 10% of the total dwelling units in a common interest development for moderate income households (Cal. Gov't Code, Section 65915(b)(1)(D)).

(4) A SENIOR CITIZEN HOUSING DEVELOPMENT - As that term is defined in section [16-410B](#). (Cal. Gov't Code, Section 65915(b)(1)(C))

(5) Ten percent of the total units of a housing development for transitional foster youth, as defined in Cal. Education Code, Section 66025.9, or disabled veterans, as defined in Cal. Gov't Code, Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 *et seq.*). The units described in this division (R)(5) shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units. (Cal. Gov't Code, Section 65915(b)(1)(E))

(S) OTHER INCENTIVES OF EQUIVALENT FINANCIAL VALUE - The reduction or waiver of requirements which the city might otherwise apply as conditions of condominium conversion approval, but shall not be construed to require the city to provide cash transfer payments or other monetary compensation. (Cal. Gov't Code, Section 65915.5(c))

(T) QUALIFIED HOUSING DEVELOPMENT - A housing development that meets the requirements of section 16-410C for density bonus.

(U) QUALIFIED LAND - Land offered for donation in accordance with section [16-410K](#) that meets the criteria set forth in Section 16-410K.

(V) SENIOR CITIZEN HOUSING DEVELOPMENT - A residential development as defined in Cal. Civil Code, Sections 51.3 and 51.12, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Cal. Civil Code, Sections 798.76 or 799.5. (Cal. Gov't Code, Section 65915(b)(1)(C))

(W) SENIOR CITIZEN HOUSING DEVELOPMENT UNIT - A residential dwelling unit within a senior citizen housing development that is available to, and occupied by, a senior citizen as defined in Cal. Civil Code, Section 51.3. (Cal. Gov't Code, Section 65915(b)(1)(C))

(X) SPECIFIC, ADVERSE IMPACT - A significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application for the housing development was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety. (Cal. Gov't Code, Section 65589.5(d)(2))

(Y) TOTAL UNITS AND TOTAL DWELLING UNITS - Dwelling units other than density bonus units. (Cal. Gov't Code, Section 65915(b)(3))

(Z) ZONING ORDINANCE - Chapter 16 and 17 of the City of Oxnard Municipal Code.
(Ord. No. 2912)

SEC. 16-410F. CONTENT OF APPLICATION.

(A) The application for a density bonus permit shall include the following information:

(1) A description of the project, including the number of dwelling units, the number of affordable units and level of affordability, and the location of the affordable units;

(2) A description of the density bonus and the incentives or concessions requested, if any, in accordance with sections [16-410H](#) thru [16-410M](#) (Cal. Gov't Code, Section 65915(b)(2)(d)(I));

(3) For parking standard modification requests, that the requirements of section [16-426](#) are met (Cal. Gov't Code, Section 65915(p));

(4) The location, design, and phasing criteria required by section [16-410Q](#), including any proposed development standard(s) modifications or waivers pursuant to section [16-410Q](#);

(5) Any proposal for the waiver or reduction of development standards which waiver or reduction is required to allow the city to avoid physically precluding the construction of a development meeting the criteria of Cal. Gov't Code, Section 65915(b) at the densities or with the concessions or incentives permitted by the statute;

(6) The proposed method of ensuring the continued affordability of all low, very low rental units, or senior units, or child care facilities, that qualified the applicant for the award of the density bonus for at least 55 years, as required by Cal. Gov't Code, Section 65915(c)(1); and

(7) Other information reasonably requested by city staff needed to establish eligibility for a requested density bonus, incentives or concessions, or to demonstrate that the incentive meets the definition of identifiable and actual cost reductions to provide for affordable housing costs or affordable rents.

(B) For the application for a density bonus permit for the donation of qualified land pursuant to section 16-410K, the application must show the location of the qualified land in addition to including sufficient information to establish that each requirement of that section has been met. (Cal. Gov't Code, 65915(g)(2))

(C) The application for a density bonus permit for a housing development that conforms to the requirements of section [16-410I](#) and/or section [16-410L](#). (Cal. Gov't Code, Section 65915(b)) and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the project, shall show the location and square footage of the child care facility in addition to including sufficient information as how the applicant proposes to regulate attendance at the child care facility to conform to the requirements of Cal. Gov't Code, Section 65915(h)(2)(B).

(D) An application for a density bonus permit will not be processed until all of the provisions of this Division 7A are complied with and shall be processed concurrently with other required entitlements for which the affordable housing benefit is sought.

(E) Approval of a density bonus permit, incentives, concessions, or waivers shall be made by the Approval Authority within the City that is authorized to approve the associated Discretionary Approval or Ministerial Approval for the underlying development permit for the housing development. occur at the planning commission, unless the city council makes the final determination for the project. The approval of the density bonus application is nondiscretionary unless the city adopts written findings justifying the denial of the density bonus. The Approval Authority's decision shall only be appealable if the permit is denied. An appeal shall be granted if the Approval Authority's decision does not include written findings or if the written findings do not justify the denial consistent with state or local law.

SEC. 16-410R. DETERMINATION ON DENSITY BONUS AND AFFORDABLE HOUSING INCENTIVE PROGRAM REQUESTS.

The Approval Authority on the underlying qualified housing development application is authorized to approve or deny an application for an affordable housing benefit in accordance with this Division 7A.

(A) Affordable housing benefit determinations - An application for an affordable housing benefit shall be granted if the requirements of this Division 7A are satisfied unless:

(1) The application is for an incentive for which a finding is made in accordance with section 16-410N; or

(2) The underlying application for the qualified housing development is not approved independent of and without consideration of the application for the affordable housing benefit; or

(3) The housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

(a) The proposed housing development, inclusive of the units replaced pursuant to this division (A)(3), contains affordable units at the percentages set forth under State law; or

(b) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(4) For proposed projects within the coastal zone, the proposed project cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.

(B) Affordable housing benefit compliance provisions - To ensure compliance with this Division 7A and State law, approval of an application for an affordable housing benefit may be subject to, without limitation:

(1) The imposition of conditions of approval to the qualified housing development, including imposition of fees necessary to monitor and enforce the provisions of this Division 7A;

(2) An affordable housing agreement and, if applicable, an equity sharing agreement pursuant to section 16-410S; and

(3) Recorded deed restriction implementing conditions of approval and/or contractual or legally mandated provisions.

(C) Appeals -

~~(1) If the decision to approve or deny an application for an affordable housing benefit is made by the planning commission, then an appeal may be filed consistent with the procedures of section 16-545.~~

—(2)— If the determination of the underlying application for the qualified housing development is ~~also~~ appealed along with the decision of the affordable housing benefit, then the entire project shall be controlled by the appeal procedures applicable to the underlying application.

(Ord. No. 2912)

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

Section 5. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

Section 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on October 5, 2021, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 5th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Attachment 12

Zoning Text Amendment Creating OCC Section 16-523 Site Plan Review

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD CREATING A MINISTERIAL SITE PLAN REVIEW PROCESS IN DIVISION 2A OF ARTICLE VII OF CHAPTER 16 OF THE OXNARD CITY CODE (OCC) SECTIONS 16-523 THROUGH 16-523.12, RELATED TO THE AMENDMENT AND ADOPTION OF THE 2021-2029 HOUSING ELEMENT. FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the City Council of the City of Oxnard has considered Zone Text Amendment (ZTA) PZ No. 21-580-03, filed by the City of Oxnard Community Development Department, to amend Chapter 16 of the Oxnard City Code (OCC) creating a ministerial Site Plan Review (SPR) process to implement the 2021-2029 Housing Element. To comply with State law, the proposed ordinance provides a process for conducting a ministerial (non-discretionary) review of by-right development in OCC Chapter 16, Article VII, Section sections 16-523 through 16-523.12; and

WHEREAS, the Planning Commission held a public hearing on September 2, 2021 to review and provide input on the 2021-2029 Final Housing Element, Staff's recommended text and map changes to the General Plan Land Use Element, Draft amendments to Chapter 16 of the Oxnard City Code and recommended zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element; and

WHEREAS, the Planning Commission held a public hearing on September 16, 2021 to consider approving resolutions recommending that the City Council of the City of Oxnard amend the 2030 General Plan by adopting the 2021-2029 Final Housing Element Update and incorporating it as Chapter 8 of the 2030 General Plan (General Plan Amendment PZ No. 20-620-03), text and map changes to the General Plan Land Use Element (General Plan Land Use Element/Text and Map Amendment Nos. PZ 21-620-02 and PZ 21-620-03), amendments to Chapter 16 of the Oxnard City Code (Zoning Code Text Amendments No. PZ 21-580-03), and zoning map amendments to facilitate construction of housing units as stipulated in the Final Housing Element (Zoning Map Amendments No. PZ 21-580-04); and

WHEREAS, the Planning Commission received written and verbal comments from the public; and

WHEREAS, The City prepared an Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01) for the proposed 2021-2029 Housing Element and related actions in accordance with CEQA Guidelines, Section 15070; and

WHEREAS, the Planning Commission adopt Resolution 2021-26 recommending that the City Council approve Planning & Zoning Permit No. 21-580-03 (Zone Text Amendment) for implementation of the City's housing element; and

WHEREAS, on October 5, 2021, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 21-580-03 (Zone Text Amendment) in accordance with the OCC, and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, the City Council finds proposed Zoning Text Amendment is in the public interest and reflects the input from residents, stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the proposed ZTA does not involve any direct physical changes to the environment. There are no changes in landforms as a part of the proposed ZTA and all public services for existing land uses will remain as-is, with no changes and no diminishment of service or safety; and

WHEREAS, the proposed ZTA to Chapter 16 of the OCC would establish specific provisions consistent with the action items and policy directives in the 2030 General Plan, as amended under PZ Permit No. 20-620-03, General Plan Amendment replacing in its entirety the current Chapter 8 (2013-2021 Housing Element) with the 2021-2029 Housing Element and PZ No. 21-620-02, update to General Plan Land Use Element (Chapter 3) text by amending the General Commercial and Business Research Park land use descriptions to allow up to 30 dwelling units with 20% lower income units per acre when identified by a zoning suffix of "-AHP" (Affordable Housing Permitted) or "-AHD" (Affordable Housing Discretionary); and

WHEREAS, the adoption of ZTA to City's General Commercial zone would facilitate by-right development in the Affordable Housing Permitted (AHP) Additive Zones at the default density of 30 du/acre, provided that a minimum of 20% of units are affordable to lower income households, per State requirements; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ZTA is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, it is in the public interest, consistent with the 2030 General Plan, to establish a process for ministerial review of development relating to the provision of affordable housing in specific zones in the City.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Section 1. Oxnard City Code Chapter 16, Article VII, Division 2A entitled "Site Plan Review Permit", sections 16-523 through 16-523.12 are amended to read, as follows:

"DIVISION 2A. SITE PLAN REVIEW PERMIT

16-523. Purpose and intent

16-523.1 Review Authority

16-523.2 Procedure for Site Plan Review

16-523.3 Review and Decision

[16-523.4 Required Findings](#)

[16-523.5 Notice of Action](#)

[16-523.6 Effective Date of Decision](#)

[16-523.7 Expiration Date and Extension](#)

[16-523.8 Application Fee](#)

[16-523.9 Appeals](#)

[16-523.10 Modification to Site Plan Review Permit](#)

[16-523.11 As-Built Development](#)

[16-523.12 CEQA](#)

ARTICLE VII. PERMIT PROCEDURES

DIVISION 2A. SITE PLAN REVIEW

SEC. 16-523. PURPOSE AND INTENT.

This division establishes the procedures for conducting a non-discretionary ministerial Site Plan Review for certain development applications, as identified in this chapter. This process requires the Director to verify that certain new or expanded uses, activities, structures, or development of land complies with all applicable ordinances of the City.

SEC. 16-523.1. REVIEW AUTHORITY

The Community Development Director ("Director") is the review authority for an application that requires Site Plan Review. The Director may approve or deny the application. The Director may refer an application to another Review Authority for a decision on the non-discretionary Site Plan Review.

SEC. 16-523.2. PROCEDURE FOR SITE PLAN REVIEW.

(A) Whenever this chapter provides that a particular use or development may be permitted by Site Plan Review, a Site Plan Review permit shall be issued by the Community Development Department. A Site Plan Review permit may also be used for developments where the state has mandated that the City's approval must be ministerial.

(B) An application for a Site Plan Review Permit may be filed by:

- (1) The owner(s) of the subject property,
- (2) An authorized agent representing the property owner(s), or
- (3) The City.

(C) Each application for a Site Plan Review Permit or modification to a Site Plan Review Permit must be filed with the Director on a City application form, together with required fees and/or deposits, and all other information and materials as identified in the City's submittal checklist. The City may ask an applicant to clarify, or provide additional materials to address questions or concerns during the review process.

(D) The application shall be reviewed by the Development Advisory Committee for consistency with applicable regulations and standards. The intent of this review is to provide interdepartmental perspective and coordination prior to project approval with the goal of streamlining the building permit process. This review is non-discretionary, though the Committee may provide conditions of approval to ensure compliance with applicable regulations and standards.

(E) The applicant shall be informed in writing within 30 calendar days of application submittal or as required by the Government Code, that either the application is complete and has been accepted for processing, or that the application is incomplete and that additional information, specified in writing, shall be provided before it can be accepted for processing.

(F) If the applicant does not complete their application within 90 days after notification that the application is incomplete, the application shall be deemed withdrawn, unless a written request for extension is filed by the applicant and granted for good cause by the Director for a period not to exceed an additional 90 days. If an extension is not granted, or if the extension expires, the application shall be considered withdrawn. A courtesy letter from the City should be sent to the applicant documenting the withdrawal. A new application, including fees, plans, exhibits, and other materials that will be required to commence processing of any development project on the same property.

(G) All Site Plan Review permits shall be subject to review to ensure compliance with all applicable objective standards. The review shall be conducted by the Director.

(H) No public notifications or public meetings or hearings shall be required for ministerial Site Plan Review Permits.

(I) Where a Site Plan Review permit is processed concurrently with a required discretionary permit, the Review Authority with jurisdiction over the discretionary permit shall also have review authority over the Site Plan Review permit. However, the review of the Site Plan Review permit shall remain ministerial pursuant to the provisions of this section.

SEC. 16-523.3. REVIEW AND DECISION.

The Director must determine whether the proposed use, activity, building, alteration, or addition, is permitted and conforms to all the applicable regulations and standards of this Chapter, other applicable regulations and standards. A Site Plan Review permit shall only be issued after the Director makes the required findings in section 16-523.4. and other applicable findings required under this chapter.

SEC. 16-523.4. REQUIRED FINDINGS.

The Review Authority must make the following findings:

(A) The project is consistent with the applicable General Plan policies and is in conformance with applicable zoning regulations contained in this chapter and other adopted standards.

(B) There are adequate infrastructure and public services available to serve the proposed development, including sewerage, water, fire and police protection, storm drainage facilities, and legal access to the lot.

(C) The proposed development is on a legally created lot.

SEC. 16-523.5. NOTICE OF ACTION.

After taking action on an application, the Director shall notify the applicant of the decision. The decision may be in the form of a letter or in the form of a stamp, signature, or other official notation or documentation on the site plan. The Site Plan Review permit will be identified by the Community Development Department on the City's Development Project List.

SEC. 16-523.6. EFFECTIVE DATE OF DECISION.

The decision is effective upon issuance of Notice of Action.

SEC. 16-523.7. EXPIRATION DATE AND EXTENSION.

(A) A Site Plan review shall expire **24 36** months from the date of issuance if the use, building, structure, or other improvements for which the permit has been issued has not been established or commenced in compliance with the issued permit or unless a time extension is approved. If the approved application is not used within the time limit, the approval becomes null and void.

(B) Notwithstanding Subsection A, above, where an application, including required fees, requesting an extension is timely filed prior to such expiration date, the Director may approve a one-time extension of the time limit in Subsection A, above, for a period of not to exceed one year. In considering a time extension, the Review Authority must make the following findings:

- (1) The granting of the extension must be based upon a finding of good cause.
- (2) All original findings for approval can still be made.

SEC. 16-523.8. APPLICATION FEE.

(A) Fees for filing an application for a Site Plan Review permit shall be the same as the fees for a Development Design Review Permit and Development Advisory Committee fees set by resolution of the City Council.

SEC. 16-523.9. APPEALS.

The Director's decision to approve a Site Plan Review is final and is not subject to appeal, except as follows: An application for a Site Plan Review Permit shall only be appealable if the matter is denied with written findings justifying the denial. The denial may be appealed to the Hearing Officer within ten days of the date of the issuance of the written decision. An appeal shall be granted if the Director's decision does not include written findings or if the written findings do not justify the denial consistent with state or local law.

SEC. 16-523.10. -MODIFICATIONS TO SITE PLAN REVIEW PERMITS.

(A) **Minor Modification:** Minor changes to an approved Site Plan Review permit that substantially conform to the approved or issued permit are eligible for review as a Minor Modification. A minor modification may allow for an increase or decrease of the following elements of the approved development, by no more than 10 percent:

- (1) Approved building height
- (2) Approved setback distances
- (3) Landscape coverage
- (4) Building floor area
- (5) Site building coverage
- (6) Other approved numerical elements

In no case may the increase or decrease be below the minimum or exceed maximum standards established by the City Code.

(B) Modifications to building elevations may be considered under a Minor Modification, provided that modified elevations comply with applicable objective design standards and applicable zoning regulations contained in this chapter and other adopted standards.

(C) An application for a Minor Modification shall be filed with the Director. Three copies of the site plan, elevation and landscape plan, if applicable, shall be submitted with a letter outlining the requested modification(s).

(D) Fees for filing an application for a Minor Modification shall be set by resolution of the city council.

(E) Upon review of the application for a Minor Modification, the Director shall issue a written decision approving, conditionally approving or denying the application within the time period prescribed by State law.

(F) The Director's decision to approve a Minor Modification to a Site Plan Review is final and is not subject to appeal, except as follows: An application for a minor modification shall only be appealable if the matter is denied with written findings justifying the denial. The denial may be appealed to the Hearing Officer within ten days of the date of the issuance of the written decision. An appeal shall be granted if the Director's decision does not include written findings or if the written findings do not justify the denial consistent with state or local law.

(G) **Major Modification:** Changes to an approved Site Plan Review permit that do not qualify as Minor Modifications under Subsection A or B shall be reviewed under a new Site Plan Review application.

SEC. 16-523.11. AS-BUILT DEVELOPMENT.

Applications for legal as-built development without an effectuated Site Plan Review permit that is considered nonconforming only due to the absence of a Site Plan Review permit, shall be processed in the same manner as a Minor Modification under Section 16-523.10. The Site Plan Review permit for the as-built development may allow for Minor Modification to the existing development pursuant to Section 16-523.10 as allowed under the Minor Modification process.

SEC. 16-523.12. CEQA

The Site Plan Review Permit is defined as ministerial within the meaning of CEQA and Cal. Public Resource Code 21080(b)(1). The Site Plan Review Permit review process applies a series of fixed standards and objective measurements and does not intend to involve the use of personal or subjective judgments in deciding whether or how the project should be carried out."

Section 2. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court of competent jurisdiction, then decision or order shall not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted this Ordinance, and each section, sentence, subsection, clause, phrase, part or portion thereof, regardless of the fact that any one or more sections, sentences, subsections, clauses, phrases, be declared invalid or unconstitutional.

Section 3. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 4. Exempt from CEQA. The City Council determines and finds that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and (3) and 15061(b)(3) of the Guidelines to the California Environmental Quality Act because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, CEQA does not apply to this action.

Section 5. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the Ordinance.

Section 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance, including for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on October 5, 2021, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 5th day of October, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

ATTACHMENT 13

2030 General Plan Conformity Evaluation Table

October 5, 2021

Adoption of the 2021-2029 Housing Element Update to the City of Oxnard 2030 General Plan

Approval of the proposed General Plan Amendment (PZ Nos. 20-620-03, 21-620-02 and 21-620-02) and related Zoning Code and Map Amendments (PZ Nos. 21-580-03 and 21-580-03) are determined to conform with the 2030 General Plan based on the following consistency evaluation procedure required by 2030 General Plan Goals and Policies, Chapter 9, Section 9.2, “Consistency Procedure” (pg. 9-2).

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The project is defined as the adoption of the 2021-2029 Housing Element as Chapter 8 of the 2030 General Plan and concurrent adoption of proposed Zoning Code Amendments that implement portions of several 2021-2029 Housing Element programs. Zoning Code Amendments are incorporated by definition with their respective 2021-2029 Housing Element programs for purposes of this consistency evaluation.

Since the 2021-2029 Housing Element Update replaces in its entirety the 2013-2021 Housing Element that is Chapter 8 of the 2030 General Plan, Chapter 8 is not included in the table.

The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program
(full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

2030 General Plan Chapter abbreviations used in policy numbers:

Chapter 2	Sustainable Community	“SC”
Chapter 3	Community Development	“CD”
Chapter 4	Infrastructure and Community Services	“ICS”
Chapter 5	Environmental Resources	“ER”
Chapter 6	Safety and Hazards	“SH”
Chapter 7	Military Compatibility	“MC”

LEVEL	2030 GENERAL PLAN POLICY AND TITLE	201-2029 HOUSING ELEMENT GENERAL PLAN LAND USE ELEMENT AND ZONING CODE UPDATE
LEVEL I Policies have a direct relationship to the proposed 2021-2029 Housing Element and related Zoning Code Amendments		
I	Policy SC-3.1 <i>New Residential Development</i> Encourage incorporation of passive and active energy and resources conservation design and devices in new residential development and substantial remodels and/or expansions.	Program 20, Energy Conservation, encourages use of energy efficiency in affordable housing projects.
I	Policy CD-1.2 <i>Infill Development, Priority to Mixed Use</i> Promote the efficient use of larger vacant parcels and vacant areas of the City by encouraging infill development, with a priority to mixed uses that reduce vehicle trips and GHG emissions and promote sustainable development goals and objectives.	Program 3, Rezone to Meet RHNA, identifies 44 sites that are generally located along major arterials and allow and encourage mixed use.
I	Policy CD-1.5 <i>Housing Variety</i> Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.	The Housing Element Update, chapters B and C, identify a wide range of housing needs by type and affordability and population group.
I	Policy CD-1.7 <i>Compact Development</i> Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.	Program 6, Zoning Code Amendments, include zoning code amendments that allow low-barrier navigation centers and study the allowance of single room occupancy units.
I	Policy CD-1.9 <i>Commute Reduction</i> Minimize the commuting distances between residential concentrations and employment centers by encouraging the development of mixed land uses in appropriate areas.	Program 3, Rezone to Meet RHNA, identifies 44 sites that are generally located along major arterials, some of which have bus service and/or are adjacent to or near employment centers.
I	Policy CD-1.10 <i>Jobs-Housing Balance</i> Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.	The Housing Element Update does not change population, housing, or employment projections within the 2030 General Plan that achieve a jobs-housing balance.
I	Policy CD-3.2 <i>Encourage Planned Development Code Provisions for Revitalization</i> Encourage the use, review, and amendment of Planned Development (PD) provisions within the Zone Code to provide flexibility for home remodeling, second units, and other improvements that revitalize existing residential neighborhoods, meet resident needs, protect and enhance housing values, and address environmental and site design constraints.	Program 6, Zoning Code Amendments, include zoning code amendments that encourage accessory dwelling units.
I	Policy CD-3.5 <i>Code Compliance</i> Promote the maintenance of yards, structures, painted surfaces, landscaping and trees, etc. through the continued use of proactive community and neighborhood code compliance programs.	Program 1, Code Compliance, continues the City's code compliance program.
I	Policy CD-3.6 <i>Barrier-Free Housing and Reasonable Accommodations</i> Support development of barrier-free housing and reasonable accommodation Zone Code provisions so that existing neighborhoods are user-friendly for people of all ages and supportive for those with disabilities and children.	Program 22, Special Needs Groups, implements this policy.
I	Policy CD-8.2 <i>Services</i> Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.	Program 32 Downtown Infrastructure and Financing Study and Program 33 Oxnard Boulevard Corridor, High Quality Transit Corridor Sites Selection and Analysis implement this policy.

I	Policy CD-16.6	<i>Provide for a Diversity of Housing Choices</i> Provide for a range of housing choices for current and future residents in compliance with State housing element planning through a variety of land use designations and zoning classifications.	Adoption of the Housing Element Update and subsequent certification by HCD meets statutory requirements.
I	Policy CD-16.7	<i>Flexibility in Regulation Implementation</i> Continue to research and update the zoning code and related regulations in order to allow development to adequately respond to market conditions.	Program 6, Zoning Code Amendments, and Program 7, Housing Permitting Process Review implement this policy.
I	Policy ICS-9.4	<i>Monitoring of Parking Conditions and Revise Regulations</i> Periodically evaluate the adequacy of parking standards in light of actual parking patterns and vehicle sizes; evaluate existing parking conditions, re-evaluate parking and loading demands, and develop and revise regulations as appropriate.	Program 27, Review of Parking Standards, implements this policy related to housing.
I	Policy MC-1.1	<i>Review for Development Constraints</i> Periodically review the zoning ordinance, subdivision ordinance, and other infrastructure plans and programs to ensure they do not conflict with the continued viability of NBVC.	Program 6, Zoning Code Amendments, and Program 7, Housing Permitting Process Review implement this policy.
I	Policy MC-4.4	<i>Affordable Housing</i> Promote the availability and development of off-base affordable housing to meet the needs of the military personnel and their dependents.	The Housing Element Update, chapters B and C, identify a wide range of housing needs by type and affordability and population subgroups.
Level II Policies have an indirect relationship, generally during review of individual housing projects			
II	Policy CD-5.2	<i>Compatible Land Use</i> Ensure adequate separation between sensitive land uses (residential, educational, open space, healthcare) to minimize land use incompatibility associated with noise, odors, and air pollutant emissions.	Policies listed as Level II are related to the City's entitlement, development, and environmental review procedures and uniformly applied standards. The Housing Element Update Chapter E is a comprehensive review of City ordinances, regulations, and standards against which all proposed housing projects and/or programs are evaluated prior to approval, unless otherwise excepted or exempt.
II	Policy CD-5.3	<i>Available Services</i> Encourage industrial activities to locate where municipal services are available including adequate storm drainage and water facilities, as well as easy access to multiple modes of transportation.	
II	Policy CD-8.1	<i>Limiting Development</i> Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	
II	Policy CD-8.3	<i>City Revenues</i> Continue to maintain fiscal integrity and ensure that revenues generated by the new development are sufficient to offset ongoing service costs incurred by the City.	
II	Policy CD-8.5	<i>Impact Mitigation</i> Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible	

II	Policy CD-14.1	<i>Design Review Process</i> In the evaluation of development proposals, continue to ensure that public and private development projects comply with City design policies, plans, and guidelines.	Policies listed as Level II are related to the City's entitlement, development, and environmental review procedures and uniformly applied standards. The Housing Element Update, Chapter E is a comprehensive review of City ordinances, regulations, and standards against which all proposed housing projects and/or programs are evaluated prior to approval, unless otherwise excepted or exempt.
II	Policy CD-14.2	<i>Development Advisory Committee (DAC) Function</i> Continue to require that a staff Development Advisory Committee review new development projects for consistency with the City's development policies and appropriateness for the proposed sites.	
II	Policy CD-14.3	<i>Quality of Design</i> Encourage City decision makers and appropriate staff to research, site-visit, document, and pro-actively promote to the development community examples of high quality and innovative development in the Region and the State in order to raise the level of design quality throughout the City.	
II	Policy ICS-1.2	<i>Development Impacts to Existing Infrastructure</i> Review development proposals for their impacts on infrastructure (i.e., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.	
II	Policy ICS-1.4	<i>Infrastructure Conditions of Approval</i> New development should not be approved unless: • The applicant demonstrates adequate public services and facilities are available; • Infrastructure improvements incorporate a range of feasible measures that can be implemented to reduce all public safety and/or environmental impacts associated with the construction, operation, or maintenance of any required improvement; • Infrastructure improvements are consistent with City infrastructure master plans; and • Require infrastructure expansion needed for future development to be self-funding so current residents do not subsidize infrastructure needed for future growth.	
II	Policy ICS-3.3	<i>New Development Level of Service C</i> Determine as part of the development review and approval process that intersections associated with new development operate at a level of service of "C" or better. The City Council may allow an exception to the level of service "D" in order to avoid impacting private homes and/or businesses, avoid adverse environmental impacts, or preserve or enhance aesthetic integrity.	
II	Policy ICS-6.1	<i>Transit Facilities for New Developments</i> Include transit facilities such as bus benches, shelters, pads or turnouts, where appropriate, in new development improvement plans.	
II	Policy ICS-8.4	<i>New Development Requires Bicycle Improvements</i> Where designated, require proposed developments to include	

		bicycle paths and / or lanes in their plan and to clearly indicate possible bicycling hazards such as speed bumps and storm drain inlet grates in parking lots.	Policies listed as Level II are related to the City's entitlement, development, and environmental review procedures and uniformly applied standards. The Housing Element Update Chapter E is a comprehensive review of City ordinances, regulations, and standards against which all proposed housing projects and/or programs are evaluated prior to approval, unless otherwise excepted or exempt.
II	Policy ICS-8.5	Public Sidewalks and Pedestrian Orientation Consider and require where appropriate and feasible the enhancement of the pedestrian environment as part of private development and public works projects, especially for public sidewalks.	
II	Policy ICS-8.13	Importance of Pedestrian and Bicycle Access in Site Planning Require that new developments treat pedestrian and bicycle circulation as the equal to or preferred to vehicular access in site design including, but not limited to, access to neighborhood and commercial shopping centers, school, and parks.	
II	Policy ICS-9.2	Development Has Adequate Parking Review development proposals to encourage shared parking use and ensure adverse parking impacts are minimized or avoided.	
II	Policy ICS-11.7	Water Wise Landscapes Promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water-efficient plants into new and replacement landscaping.	
II	Policy ICS-11.10	Water Supply Finding for Smaller Projects Prior to approval of a discretionary proposed project not subject to a Water Supply Assessment pursuant to GC Section 66473.7, a finding shall be made to ensure an adequate water supply for the proposed development.	
II	Policy ICS-13.4	Low Impact Development Incorporate low impact development (LID) alternatives for stormwater quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydro-modification (to mimic pre-development runoff volume and flow rate), and (4) public education.	
II	Policy ICS-14.3	New Development Requirements Continue to require developers and operators to employ practices that reduce the quantities of waste generated and promote resource recovery during construction, demolition, and operation.	
II	Policy ICS-17.5	Undergrounding of Utility Lines Require undergrounding of utility lines in new development, except where it is not feasible due to electrical transmission load or other operational issues.	
II	Policy ICS-19.7	New Development Require new developments to fund a fair share extension of police services to maintain service standards, including personnel and capital improvement costs.	
II	Policy ICS-20.5	Fire Services to New Development Require new developments to fund a fair share extension of fire services to maintain service standards, including personnel and capital improvements costs.	

II	Policy ICS-20.8	Development Review Review new development applications to assess potential impacts to existing fire protection services and the need for additional and expanded services.																				
II	Policy ICS-21.2	Development Fees Continue to require school impact development mitigation fees from new commercial, industrial, and residential development.																				
II	Policy ICS-23.1	City Park and Recreation Standards Provide park and recreation facilities at a level that meets the standards for neighborhood and community parks as follows:																				
		<table><tr><th>Type of Park</th><th>Net Acres/1,000 Residents</th><th>Min. Net Acres/Park</th><th>Service Radius</th></tr><tr><td>Mini/Pocket</td><td>No standard</td><td>No standard</td><td>1/3 mile</td></tr><tr><td>Neighborhood</td><td>1.5</td><td>5</td><td>½ - 1 mile</td></tr><tr><td>Community</td><td>1.5</td><td>20</td><td>1-1/2 mile</td></tr><tr><td>TOTAL</td><td>3.0</td><td>N/A</td><td>N/A</td></tr></table>	Type of Park	Net Acres/1,000 Residents	Min. Net Acres/Park	Service Radius	Mini/Pocket	No standard	No standard	1/3 mile	Neighborhood	1.5	5	½ - 1 mile	Community	1.5	20	1-1/2 mile	TOTAL	3.0	N/A	N/A
		Type of Park	Net Acres/1,000 Residents	Min. Net Acres/Park	Service Radius																	
		Mini/Pocket	No standard	No standard	1/3 mile																	
		Neighborhood	1.5	5	½ - 1 mile																	
		Community	1.5	20	1-1/2 mile																	
		TOTAL	3.0	N/A	N/A																	
II	Policy ER-3.2	Review of Development Proposals Review development proposals in accordance with applicable Federal, State, and local statutes protecting special-status species and jurisdictional wetlands and be open to requiring greater protection.																				
II	Policy ER-5.7	Minimizing Paved Surfaces Require minimization and/or permeability of paved surfaces in new developments and replacement paving, where feasible.																				
II	Policy ER-6.6	New Development Private Open Space Ensure that new development incorporates open space areas that provide community and neighborhood identity, private quality exterior private open space for each housing unit, and minimize conflicting land uses and noise generators.																				
II	Policy ER-10.1	Promote use of Native and Water Wise Plants Promote the development of a native, drought-tolerant landscape character throughout the City that re-enforces a unified and cohesive landscape character and discourages plants that are invasive or problematic in other ways as determined by the City's landscape architect.																				
II	Policy ER-11.2	Mitigating the Impact of New Development on Cultural Resources Ensure that alternatives are considered, including planning construction to avoid archeological sites, deeding archaeological sites into permanent conservation easements, and planning parks, greenspace or other open space to incorporate archaeological sites in the event that development threatens significant archaeological resources.																				
II	Policy ER-14.1	Incorporate Ventura County AQMP Mitigations Incorporate construction and operation mitigation measures recommended or required by the current Ventura County Air Quality Management Plan (AQMP) when preparing CEQA reviews, as appropriate.																				

Policies listed as Level II are related to the City's entitlement, development, and environmental review procedures and uniformly applied standards. The Housing Element Update Chapter E is a comprehensive review of City ordinances, regulations, and standards against which all proposed housing projects and/or programs are evaluated prior to approval, unless otherwise excepted or exempt.

Policies listed as Level II are related to the City's entitlement, development, and environmental review procedures and uniformly applied standards. The Housing Element Update Chapter E is a comprehensive review of City ordinances, regulations, and standards against which all proposed housing projects and/or programs are evaluated prior to approval, unless otherwise excepted or exempt.

II	Policy SH-1.3	Building Code Standards Require that all new buildings and alterations to existing buildings be built according to the seismic requirements adopted within the most current City of Oxnard Building Code, or its adopted equivalent.	Policies listed as Level II are related to the City’s entitlement, development, and environmental review procedures and uniformly applied standards. The Housing Element Update Chapter E is a comprehensive review of City ordinances, regulations, and standards against which all proposed housing projects and/or programs are evaluated prior to approval, unless otherwise excepted or exempt.
II	Policy SH-3.1	SH-3.1 Location of New Development Encourage new development to avoid areas with high geologic, tsunami, flood, beach erosion, and fire or airport hazard potential.	
II	Policy SH-3.2	New Development Flood Mitigation As a condition of approval, continue to require new development to mitigate flooding problems identified by the National Flood Insurance Program and/or other expert information.	
II	Policy SH-6.4	New Development Noise Compatibility Require that proposed development projects not generate more noise than that classified as “satisfactory” based on CEQA Thresholds of significance on nearby property.	
II	Policy SH-6.13	Noise Acceptable for Open Windows and Patios Continue to require noise analysis of proposed development projects as part of the environmental review process and require mitigation measures to reduce noise impacts to acceptable levels within outside activity areas and within residential structures without relying on mechanical ventilation, if feasible.	
II	Policy SH-7.9	Sensitive Land Use Planning Do not allow residential construction or other sensitive land uses adjacent to any inactive landfill unless a thorough study of emissions from the facility is conducted and it is determined that no adverse health effects or significant odor impacts would occur. Alternatively, a safe buffer zone distance, based on analyses of worst case conditions, shall be established around any such site within which no sensitive land uses would be permitted.	
II	Policy MC-2.2	Real Estate Disclosure Implement the provisions of AB 2776 if the City is involved, directly or indirectly, as a source of funding and/or land use entitlement in areas potentially impacted by missions and operations at NBVC.	
Level III Policies			
III	All Others	Per the 2030 General Plan consistency procedure in Chapter 9, Section 9.2, all other policies are considered consistent with the proposed project and do not have to be individually listed.	

Memorandum

Date: September 13, 2021

To: Kathleen Mallory and Timothy Bochum, City of Oxnard

From: Rachel Om, Lupita Huerta, and John Muggridge, AICP

Subject: Level of Service Analysis for 2021 – 2029 Oxnard Housing Element Update

LA21-3283

Fehr & Peers undertook a level of service (LOS) analysis for the City of Oxnard 2021 – 2029 Housing Element Update (Project) to provide a consistency check with the City's General Plan. The Housing Element includes goals, policies, programs, and objectives that plan for housing growth in alignment with city and regional growth objectives. The Southern California Association of Governments is the Metropolitan Planning Organization responsible for issuing the Regional Housing Needs Allocation (RHNA) to each city in its region, which includes Oxnard. The RHNA for the 6th Cycle Housing Element identified 8,549 housing units for Oxnard, and the City has identified the potential for up to 9,534 housing units. These housing opportunity sites provide for a range of incomes, from extremely low-income to above moderate income.

The LOS analysis for the Project evaluated a subset of 20 intersections throughout the city consistent with the intersections in the General Plan. These intersections were selected in consultation with City staff based on available traffic count data and proximity to the growth associated with the Housing Element Update sites. In addition to ensuring compliance with the City's General Plan, the LOS analysis was conducted for informational purposes as LOS is no longer a basis for determining significant transportation impacts for the California Environmental Quality Act under Senate Bill 743.

Level of Service Analysis

The LOS analysis evaluated peak hour roadway operations associated with the full buildout of the housing element in 2029. Peak hour roadway operations were evaluated during prevailing weekday morning (7:00 to 9:00 AM) and weekday evening (4:00 to 6:00 PM) peak periods. The following traffic scenarios were analyzed:



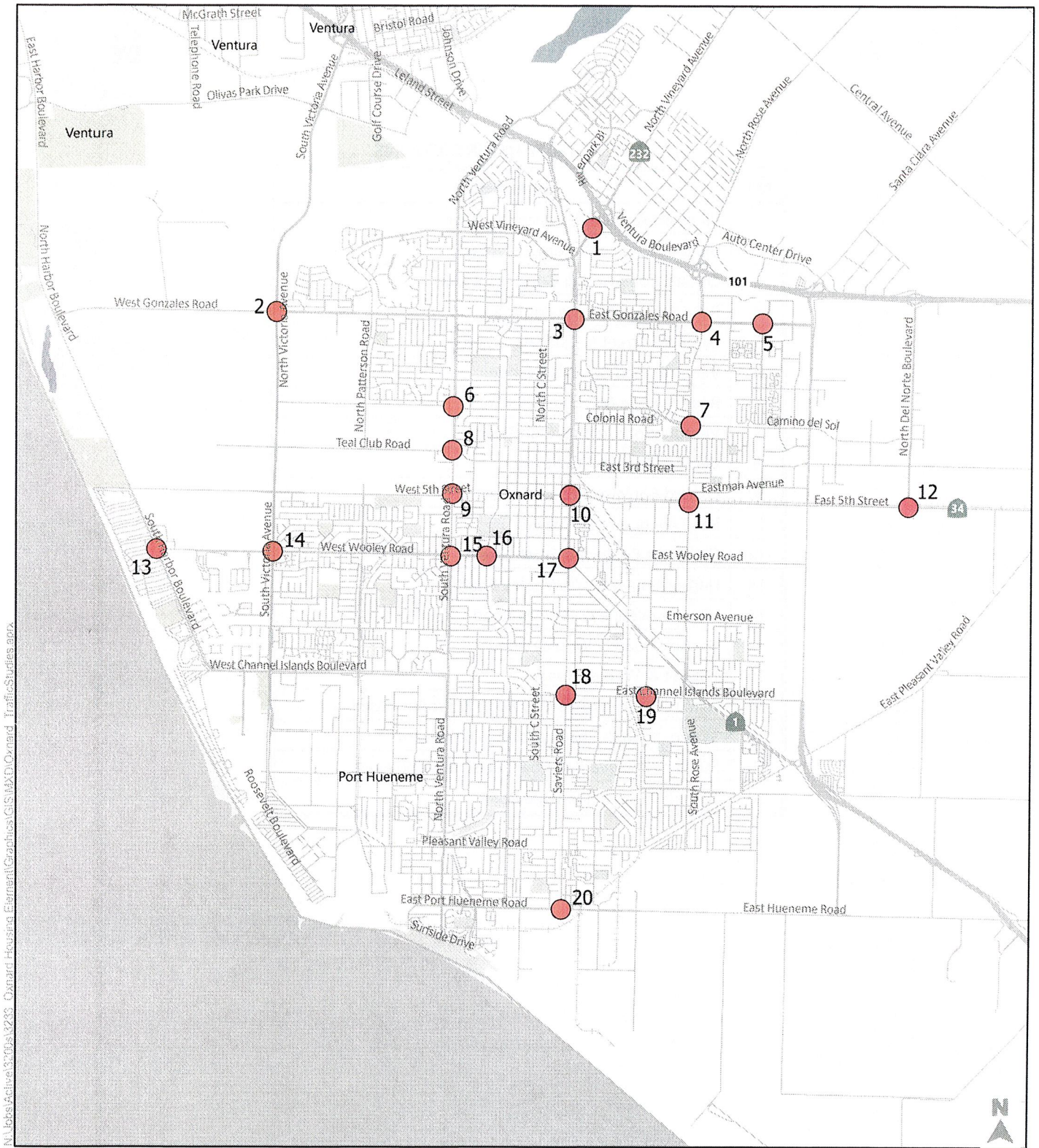
- Baseline (2021) – The analysis of baseline weekday AM and PM peak hour traffic conditions provided a basis for the assessment of future traffic conditions. Baseline traffic volumes were prepared using counts collected from traffic studies conducted in the City of Oxnard between 2015 and 2019. The counts were adjusted to a baseline year of 2021 using growth factors derived from the Ventura County Transportation Model (VCTM), which has a base year of 2016 and future year of 2040. The baseline counts do not reflect conditions under the COVID-19 pandemic since the counts were collected before the pandemic and factored with an average annual growth rate derived from the VCTM.
- Future plus Project (2029) – Since the Housing Element Update covers the period from 2021 to 2029, the Future plus Project (2029) scenario estimated the future traffic growth and intersection operations that could be expected from regional growth, the City's currently adopted land use plan, and the Housing Element Update.
- Future plus Project (2029) with General Plan Lane Configurations – The Future plus Project (2029) scenario reflects a conservative analysis as it does not include all the lane configuration assumptions from the General Plan. Therefore, the Future plus Project (2029) scenario was also analyzed with all the lane configuration assumptions from the 2030 General Plan.

This analysis evaluated 20 intersections for the Baseline, Future plus Project, and Future plus Project with General Plan Lane Configurations scenarios. Study intersections were selected in consultation with City staff based on available traffic count data and the locations of Housing Element sites and represent a portion of the locations contained within the 2030 General Plan. The study intersections are listed in **Table 1** and illustrated in **Figure 1**.



TABLE 1 - STUDY INTERSECTIONS

No.	Intersection
1	Vineyard Avenue & Esplanade Drive
2	Victoria Avenue & Gonzales Road
3	Oxnard Boulevard & Gonzales Road
4	Rose Avenue & Gonzales Road
5	Lombard Street & Gonzales Road
6	Ventura Road & Doris Avenue
7	Rose Avenue & Camino Del Sol
8	Ventura Road & Teal Club Road
9	Ventura Road & 5th Street
10	Oxnard Boulevard & 5th Street
11	Rose Avenue & 5th Street
12	Del Norte Boulevard & 5th Street
13	Harbor Boulevard & Wooley Road
14	Victoria Avenue & Wooley Road
15	Ventura Road & Wooley Road
16	J Street & Wooley Road
17	Oxnard Boulevard-Saviers Road & Wooley Road
18	Saviers Road & Channel Islands Boulevard
19	Statham Boulevard & Channel Islands Boulevard
20	Saviers Road & Hueneme Road



● Study Intersections



Figure 1

Study Intersections



Level of Service Methodology

The 20 study intersections are all signalized. Consistent with the City's General Plan, the Intersection Capacity Utilization (ICU) methodology was used to determine LOS. The ICU methodology provides a comparison of the number of vehicles passing through an intersection during a given hour to the theoretical hourly vehicular capacity of that intersection.

Using guidance from City staff, the ICU parameters provided in the Ventura County Congestion Management Program were used for the LOS analysis. A saturation flow rate of 1,850 vehicles per hour per lane with an adjustment factor of 14%-15% for all through/turn lanes was used. The adjustment factor represents a combination of start-up delay, unequal lane distribution, and lost time during clearance. The adjustment factor effectively reduces the saturation flow rate to approximately 1,600 vehicles per lane per hour, which is consistent with the parameters used in the City's General Plan. The ICU calculation returns a volume-to-capacity (V/C) ratio that translates into a corresponding LOS. The City's General Plan established LOS C as the desired LOS throughout the City unless specifically excepted by the City Council. **Table 2** provides a description of each LOS grade and corresponding V/C ratio.

TABLE 2
LEVEL OF SERVICE DEFINITIONS FOR SIGNALIZED INTERSECTIONS

LOS	Intersection Capacity Utilization	Definition
A	0.000-0.600	EXCELLENT. No Vehicle waits longer than one red light and no approach phase is fully used.
B	0.601-0.700	VERY GOOD. An occasional approach phase is fully utilized; many drivers begin to feel somewhat restricted within groups of vehicles.
C	0.701-0.800	GOOD. Occasionally drivers may have to wait through more than one red light; backups may develop behind turning vehicles.
D	0.801-0.900	FAIR. Delays may be substantial during portions of the rush hours, but enough lower volume periods occur to permit clearing of developing lines, preventing excessive backups.
E	0.901-1.000	POOR. Represents the most vehicles intersection approaches can accommodate; may be long lines of waiting vehicles through several signal cycles.
F	> 1.000	FAILURE. Backups from nearby locations or on cross streets may restrict or prevent movement of vehicles out of the intersection approaches. Tremendous delays with continuously increasing queue lengths.

Source: *Transportation Research Circular No. 212, Interim Materials on Highway Capacity*, Transportation Research Board, 1980.



Baseline Traffic Volumes

Recent citywide traffic counts were unavailable and new traffic counts could not be collected as current travel patterns were not representative of typical conditions due to the COVID-19 pandemic. Therefore, baseline traffic volumes were developed using traffic counts collected through recent traffic studies conducted in the City of Oxnard between 2015 and 2019. The counts were factored up to a baseline year of 2021 using growth factors derived from the Ventura County Transportation Model (VCTM). The resulting baseline intersection counts were analyzed to determine the V/C and LOS for the study intersections. **Appendix A** shows turning movement volumes for baseline conditions.

Baseline Level of Service

Table 3 summarizes the baseline weekday peak hour LOS at each study intersection. **Appendix B** contains the detailed LOS analysis sheets.

The following intersections perform either worse than LOS C or the exception provided by City Council under baseline conditions:

2. Victoria Avenue & Gonzalez Road (LOS D in the AM peak hour)
6. Ventura Road & Doris Avenue (LOS D in the PM Peak Hour)
18. Saviers Road & Channel Islands Boulevard (LOS D in the PM peak hour)

TABLE 3
BASELINE (2021) INTERSECTION LEVEL OF SERVICE

NO.	INTERSECTION	PEAK HOUR	BASELINE (2021)	
			V/C	LOS
1	Vineyard Av & Esplanade Dr	AM	0.660	B
		PM	0.800	C
2	Victoria Av & Gonzales Rd	AM	0.805	D
		PM	0.792	C
3	Oxnard Bl & Gonzales Rd*	AM	0.780	C
		PM	0.792	C
4	Rose Av & Gonzales Rd*	AM	0.735	C
		PM	0.811	D
5	Lombard St & Gonzales Rd	AM	0.507	A
		PM	0.578	A
6	Ventura Rd & Doris Av	AM	0.791	C
		PM	0.811	D
7	Rose Av & Camino Del Sol	AM	0.750	C
		PM	0.783	C
8	Ventura Rd & Teal Club Rd	AM	0.770	C
		PM	0.745	C
9	Ventura Rd & 5th St	AM	0.724	C
		PM	0.715	C
10	Oxnard Bl & 5th St	AM	0.641	B
		PM	0.759	C
11	Rose Av & 5th St	AM	0.662	B
		PM	0.728	C
12	Del Norte Bl & 5th St	AM	0.570	A
		PM	0.764	C
13	Harbor Bl & Wooley Rd	AM	0.590	A
		PM	0.576	A
14	Victoria Av & Wooley Rd	AM	0.699	B
		PM	0.657	B
15	Ventura Rd & Wooley Rd	AM	0.793	C
		PM	0.775	C
16	J St & Wooley Rd	AM	0.684	B
		PM	0.705	C
17	Oxnard Bl/Saviers Rd & Wooley Rd**	AM	0.846	D
		PM	1.020	F
18	Saviers Rd & Channel Islands Bl	AM	0.573	A
		PM	0.801	D
19	Statham Bl & Channel Islands Bl	AM	0.528	A
		PM	0.631	B
20	Saviers Rd & Hueneme Rd	AM	0.434	A
		PM	0.490	A

*The City Council allows as an exception LOS D in either the AM or PM peak hour for this intersection.

**The City Council allows as an exception LOS F in either the AM or PM peak hour for this intersection.



Future plus Project (2029) Traffic Forecasts & LOS

To estimate the operating conditions at each study intersection with the Project in place, the baseline traffic volumes were factored using a growth factor derived from the VCTM. The growth factor reflects population/household and employment growth expected as a result of regional growth, the City's currently adopted land use plan, and the Housing Element Update. Several intersections reflect programmed lane configuration changes, provided by City staff, that would be in place by 2029. This represents a conservative analysis as not all the lane configuration assumptions from the 2030 General Plan are included. **Appendix A** shows turning movement volumes for Future plus Project conditions.

Table 4 summarizes the Future plus Project peak hour LOS at each study intersection. The following seven intersections exceed the 2030 General Plan criteria (worse than LOS C or the exception provided by City Council) under 2029 Future plus Project conditions:

1. Vineyard Avenue & Esplanade Drive (LOS D in the PM peak hour)
2. Victoria Avenue & Gonzales Road (LOS D in the AM and PM peak hour)
4. Rose Avenue & Camino Del Sol (LOS D in the PM peak hour)
10. Oxnard Boulevard & 5th Street (LOS D in the PM peak hour)
12. Del Norte Boulevard and 5th Street (LOS D in the PM peak hour)
15. Ventura Road and Wooley Road (LOS D in the AM and PM peak hour)
18. Saviers Road and Channel Islands Boulevard (LOS D in the PM peak hour)

Appendix B contains the detailed LOS analysis sheets.

TABLE 4
FUTURE PLUS PROJECT (2029) INTERSECTION LEVEL OF SERVICE

NO.	INTERSECTION	PEAK HOUR	FUTURE PLUS PROJECT (2029)	
			V/C	LOS
1	Vineyard Av & Esplanade Dr	AM	0.699	B
		PM	0.850	D
2	Victoria Av & Gonzales Rd	AM	0.853	D
		PM	0.843	D
3	Oxnard Bl & Gonzales Rd*	AM	0.827	D
		PM	0.844	D
4	Rose Av & Gonzales Rd*	AM	0.759	C
		PM	0.864	D
5	Lombard St & Gonzales Rd	AM	0.534	A
		PM	0.613	B
6	Ventura Rd & Doris Av	AM	0.762	C
		PM	0.696	B
7	Rose Av & Camino Del Sol	AM	0.795	C
		PM	0.833	D
8	Ventura Rd & Teal Club Rd	AM	0.622	B
		PM	0.582	A
9	Ventura Rd & 5th St	AM	0.766	C
		PM	0.759	C
10	Oxnard Bl & 5th St	AM	0.679	B
		PM	0.807	D
11	Rose Av & 5th St	AM	0.699	B
		PM	0.774	C
12	Del Norte Bl & 5th St	AM	0.601	B
		PM	0.813	D
13	Harbor Bl & Wooley Rd	AM	0.548	A
		PM	0.555	A
14	Victoria Av & Wooley Rd	AM	0.740	C
		PM	0.696	B
15	Ventura Rd & Wooley Rd	AM	0.840	D
		PM	0.824	D
16	J St & Wooley Rd	AM	0.724	C
		PM	0.750	C
17	Oxnard Bl/Saviers Rd & Wooley Rd**	AM	0.860	D
		PM	1.039	F
18	Saviers Rd & Channel Islands Bl	AM	0.604	B
		PM	0.850	D
19	Statham Bl & Channel Islands Bl	AM	0.557	A
		PM	0.669	B
20	Saviers Rd & Hueneme Rd	AM	0.456	A
		PM	0.517	A

*The City Council allows as an exception LOS D in either the AM or PM peak hour for this intersection.

**The City Council allows as an exception LOS F in either the AM or PM peak hour for this intersection.



Future plus Project (2029) with General Plan Lane Configurations Traffic Forecasts & LOS

Operating conditions at each study intersection were also estimated with the Project and all the 2030 General Plan lane configurations in place. The same 20 intersections were evaluated with the Future plus Project traffic forecasts, but the intersection lane configurations are consistent with those applied in the 2030 General Plan. **Appendix A** shows turning movement volumes for Future plus Project with General Plan Lane Configurations conditions.

Table 5 summarizes the Future plus Project with General Plan Lane Configurations peak hour LOS at each study intersection. The following three intersections exceed the 2030 General Plan criteria (worse than LOS C or the exception provided by City Council) under 2029 Future plus Project with General Plan Lane Configurations conditions:

2. Victoria Avenue & Gonzales Road (LOS D in the AM peak hour)
10. Oxnard Boulevard & 5th Street (LOS D in the PM peak hour)
18. Saviers Road and Channel Islands Boulevard (LOS D in the PM peak hour)

TABLE 5
FUTURE PLUS PROJECT (2029) WITH GENERAL PLAN CONFIGURATIONS
INTERSECTION LEVEL OF SERVICE

NO.	INTERSECTION	PEAK HOUR	FUTURE PLUS PROJECT WITH GP LANE CONFIGURATIONS	
			V/C	LOS
1	Vineyard Av & Esplanade Dr	AM	0.609	B
		PM	0.772	C
2	Victoria Av & Gonzales Rd	AM	0.853	D
		PM	0.736	C
3	Oxnard Bl & Gonzales Rd*	AM	0.809	D
		PM	0.837	D
4	Rose Av & Gonzales Rd*	AM	0.759	C
		PM	0.750	C
5	Lombard St & Gonzales Rd	AM	0.493	A
		PM	0.613	B
6	Ventura Rd & Doris Av	AM	0.762	C
		PM	0.696	B
7	Rose Av & Camino Del Sol	AM	0.632	B
		PM	0.670	B
8	Ventura Rd & Teal Club Rd	AM	0.622	B
		PM	0.582	A
9	Ventura Rd & 5th St	AM	0.738	C
		PM	0.727	C
10	Oxnard Bl & 5th St	AM	0.679	B
		PM	0.807	D
11	Rose Av & 5th St	AM	0.562	A
		PM	0.735	C
12	Del Norte Bl & 5th St	AM	0.377	A
		PM	0.459	A
13	Harbor Bl & Wooley Rd	AM	0.548	A
		PM	0.555	A
14	Victoria Av & Wooley Rd	AM	0.740	C
		PM	0.696	B
15	Ventura Rd & Wooley Rd	AM	0.630	B
		PM	0.645	B
16	J St & Wooley Rd	AM	0.641	B
		PM	0.663	B
17	Oxnard Bl/Saviers Rd & Wooley Rd**	AM	0.791	C
		PM	0.991	E
18	Saviers Rd & Channel Islands Bl	AM	0.570	A
		PM	0.842	D
19	Statham Bl & Channel Islands Bl	AM	0.557	A
		PM	0.669	B
20	Saviers Rd & Hueneme Rd	AM	0.455	A
		PM	0.517	A

*The City Council allows as an exception LOS D in either the AM or PM peak hour for this intersection.

**The City Council allows as an exception LOS F in either the AM or PM peak hour for this intersection.



Oxnard 2030 General Plan Traffic Forecasts & LOS

For a point of reference, the intersection LOS as presented in the Oxnard 2030 General Plan, are provided in **Table 6** for the same 20 study locations. The traffic volumes used in these calculations are directly from the analysis completed in 2012 for the City's General Plan and are not consistent with the traffic forecasts used in the 2021 - 2029 Housing Element Update. The intersection lane geometry assumptions are provided in **Appendix C**.

Table 6 summarizes the 2030 General Plan peak hour LOS at each of the 20 study intersections. Two of the intersections perform worse than LOS C criteria; however, as part of the general plan process, the City Council granted an exception for these locations.

TABLE 6
GENERAL PLAN 2030 INTERSECTION LEVEL OF SERVICE

NO.	INTERSECTION	PEAK HOUR	GENERAL PLAN (2030)	
			V/C	LOS
1	Vineyard Av & Esplanade Dr	AM	0.430	A
		PM	0.550	A
2	Victoria Av & Gonzales Rd	AM	0.640	B
		PM	0.660	B
3	Oxnard Bl & Gonzales Rd*	AM	0.650	B
		PM	0.860	D
4	Rose Av & Gonzales Rd*	AM	0.850	D
		PM	0.770	C
5	Lombard St & Gonzales Rd	AM	0.490	A
		PM	0.540	A
6	Ventura Rd & Doris Av	AM	0.590	A
		PM	0.660	B
7	Rose Av & Camino Del Sol	AM	0.640	B
		PM	0.720	C
8	Ventura Rd & Teal Club Rd	AM	0.410	A
		PM	0.530	A
9	Ventura Rd & 5th St	AM	0.560	A
		PM	0.750	C
10	Oxnard Bl & 5th St	AM	0.610	B
		PM	0.800	C
11	Rose Av & 5th St	AM	0.660	B
		PM	0.740	C
12	Del Norte Bl & 5th St	AM	0.430	A
		PM	0.540	A
13	Harbor Bl & Wooley Rd	AM	0.380	A
		PM	0.530	A
14	Victoria Av & Wooley Rd	AM	0.630	B
		PM	0.620	B
15	Ventura Rd & Wooley Rd	AM	0.580	A
		PM	0.750	C
16	J St & Wooley Rd	AM	0.600	B
		PM	0.760	C
17	Oxnard Bl/Saviers Rd & Wooley Rd**	AM	0.860	D
		PM	0.950	E
18	Saviers Rd & Channel Islands Bl	AM	0.630	B
		PM	0.730	C
19	Statham Bl & Channel Islands Bl	AM	0.570	A
		PM	0.720	C
20	Saviers Rd & Hueneme Rd	AM	0.680	B
		PM	0.590	A

*The City Council allows as an exception LOS D in either the AM or PM peak hour for this intersection.

**The City Council allows as an exception LOS F in either the AM or PM peak hour for this intersection.



Summary

This analysis was conducted to provide a review of the performance of key intersections under the Oxnard 2021 – 2029 Housing Element Update. Under Future plus Project conditions, seven study intersections perform worse than the desired LOS established in the General Plan. However, should all the improvements described in the General Plan be implemented, then this would be reduced from seven to three locations. It should also be noted that while these intersections do not meet the performance standard, they are not operating at LOS E or F.

This analysis also underlines the need to reevaluate the City's Circulation Element considering changing traffic volumes, new housing requirements mandated by the State of California, the effect of the COVID-19 pandemic on travel, new disruptive transportation trends such as e-scooters and ride hailing services (Uber and Lyft), and the State's focus on reducing vehicle miles of travel. This is planned to occur in 2022 under the new General Plan update process.

Attachment 14

Final Initial Study and Mitigated Negative Declaration
(IS/MND) - Please visit:

[Attachment 14 - Final Initial Study and Mitigated Negative Declaration; comprised of response to comments, comment letters, Draft IS/MND, and all technical documents](#)

Oxnard 2021-2029 Housing Element

Kathleen Mallory, Planning & Sustainability Manager
Vyto Adomaitis, Community Development Director
Community Development Department

City's Consultant Team:
Heather Davis, Consultant Planner
Amy Sinsheimer, Placeworks, Housing Consultant

City Council
October 5, 2021



EXECUTIVE SUMMARY

2

City Council is being asked to approve:

- Final Initial Study and Mitigated Negative Declaration;
- Final Housing Element, including edits noted in Errata No. 1;
- General Plan Land Use and Zoning Map Amendments;
- Repeal the All Affordable Housing Opportunity (AAHOP) ordinance; and
- Approve five ordinances:
 1. Affordable Housing Additive zone, -AHP & -AHD (New)
 2. C-2 General Commercial zone (Amend)
 3. BRP Business and Research Park zone (Amend)
 4. Density Bonus (Amend)
 5. Site Plan Review (New)
- All actions required by October 15th, and submittal of Final Housing Element to the State in order to preserve City's approval authority on targeted Housing Element sites

Changes made since Committee and Council review of the Draft Housing Element in April:

- Added and removed housing sites identified in Supplement 1 of the Housing Element;
- Reduction in the number of Accessory Dwelling Units (ADU's) the City projects to fulfill the lower income housing requirement. Accessory dwelling units now account for 490 lower income units and refinement of unit allocation by "areas" in the City; and
- Refinement of program language in response to HCD input and Housing Element Program additions due to City and Committee Council direction, and discussion with housing advocates

RHNA OVERVIEW - SITE CAPACITY

Table F-3. Comparison of Site Capacity to 2021-2029 Regional Housing Needs Assessment

Income Group	Remaining RHNA Table D-3	Projected Accessory Dwelling Units	Vacant Sites Capacity [Suppl. 1]	Non-Vacant Sites Capacity [Suppl. 1]	Specific Plans [Suppl. 1]	Subtotal Remaining RHNA	Pending Annexations (Rio Urbana and Teal Club) ¹	Total Units Addressed	Surplus RHNA
Extremely Low	1,835	490	1,010	1,456	224	0	165	3,350	+439
Very Low	1,071								
Low	1,538	0	141	504	706	187	285	1,636	+98
Moderate	4,098	0	610	2,273	625	590	707	4,169	+117
Above Moderate	8,542	490	1,761	4,233	1,555	777	1,157	9,427	
TOTAL									

1. Information about annexations that support these numbers in Sections F.8 and F.9.

* The City's total RHNA is 8,549 units. Since the beginning of the reporting period of June 1st, the City has received credit for the construction of five lower income units and two above moderate income units.

Changes to Sites in Response to Council and Community Input:

Removed due to owner not interested in residential development or did not want property included:

- 600 N. Harrison (Ventura Pacific)
- 2121 N. Oxnard Boulevard
- 624 W. Wooley Road site
- 1325 S Oxnard Blvd

Added sites due to owner interest / lower income inventory sites / entitled sites not developed yet:

- 1505 W. Ninth Street (Site 19)
- 1225 S. Oxnard and 1260 Saviers Rd. (Site 25)
- 5777 S. Saviers Rd. (Site 40)
- 416 W. Sixth Street (Site 41)
- 619 & 625 South C Street (Site 42)
- 2161 Etting Rd. (CEDC Farmworker Apartments) (Site 43)
- 234 Johnson Rd. (Johnson Road Apartments) (Site 44)

PLANNING COMMISSION SUMMARY

6

September 2, 2021 Planning Commission hearing - 1st of 2 step on Housing Element & associated Housing Element adoption actions.

- Proposed General Plan Element Amendments
- Land Use Map changes
- OCC modifications to accommodate affordable housing
- Summarize Public Input on Housing Element

September 16, 2021 - Planning Commission formal action (6:0 Approval)

- Ordinance revisions in response to public comments on Housing Element and ordinances
- Questions re: design requirements, new sites, SPR duration, and 20% affordability
- Recommended City Council approval of Initial Study/Mitigated Negative Declaration, General Plan map and text changes (Resolution No. 2021-25), Zoning map changes (Resolution No. 2021-27), Oxnard City Code (OCC) ordinances to implement General Plan (5 ordinances; Resolution No. 2021-26), and Final Housing Element

Key Program Changes:

- **Programs 3 (Rezoning to meet RHNA)** – Clarified timing to meet state ordinance update requirements. ***Further changed with Errata No.1** (Added no net loss provision)*
- **Program 5 (Parcel Assemblage/Lot Merger)** - Added language to waive fees on targeted sites
- **Program 6 - (Zoning Code Amendment)** - Clarified timing for completion of various ordinance updates
- **Program 9 (Farmworker Housing Program)** - Committed to creating brochures and continued engagement with stakeholders
- **Program 10 (Inclusionary Housing Program)** – ***Further changed with Errata No.1*** (Implementation from FY 2022-23 to early 2023 to address public comment)
- **Program 19 (Affirmatively Furthering Fair Housing)** – Add program elements to address HCD input. ***Further changed with Errata No.1** (Public comments)*

PROGRAM CHANGES

Key Program Changes, continued:

- **Program 37 (ADU Monitoring)** – In light of no net loss program language, refined language to align programs. ***Further changed with Errata No.1** (Monitoring will occur as part of City's Annual Report and Annual Housing Element workshop)*
- **Program 41 (Farmworker Housing Study)** – ***Further changed within Errata No. 1*** (Align timing with County to complete study by December 2024)
- **Program 42 (Collaboration with VC Housing Trust Fund)** - Clarified participation via specific types of funding and timeframes for participation
- **Program 44 (ADU Accelerator Program)** - Created ADU Accelerator program

Land Use Element, text and map amendments; and Oxnard City Code ordinance changes to implement the Final Housing Element. Including GP Amendment, and adoption of 5 ordinances, as follows:

General Plan Land Use Element, Text and Map Amendments:

- 2030 General Plan Land Use Element, Section 3.5 and Table 3.2
- Revise Map - Land Use Designation on 13 Parcels

Zoning Text and Map Amendment:

- Amend Oxnard City Code (OCC) Sections 16-135 & 16-136 (C-2 - General Commercial Zone)
- Amend OCC Section 16-162 & 16-163 (Business Research Park)
- New OCC Section 16-420 (Affordable Housing -AHP & -AHD Additive Zones). Repeal & Replace AAHOP
- Amend OCC Section 16-410 (Density Bonus)
- New OCC Section 16-523 (Site Plan Review)

GENERAL PLAN AMENDMENT

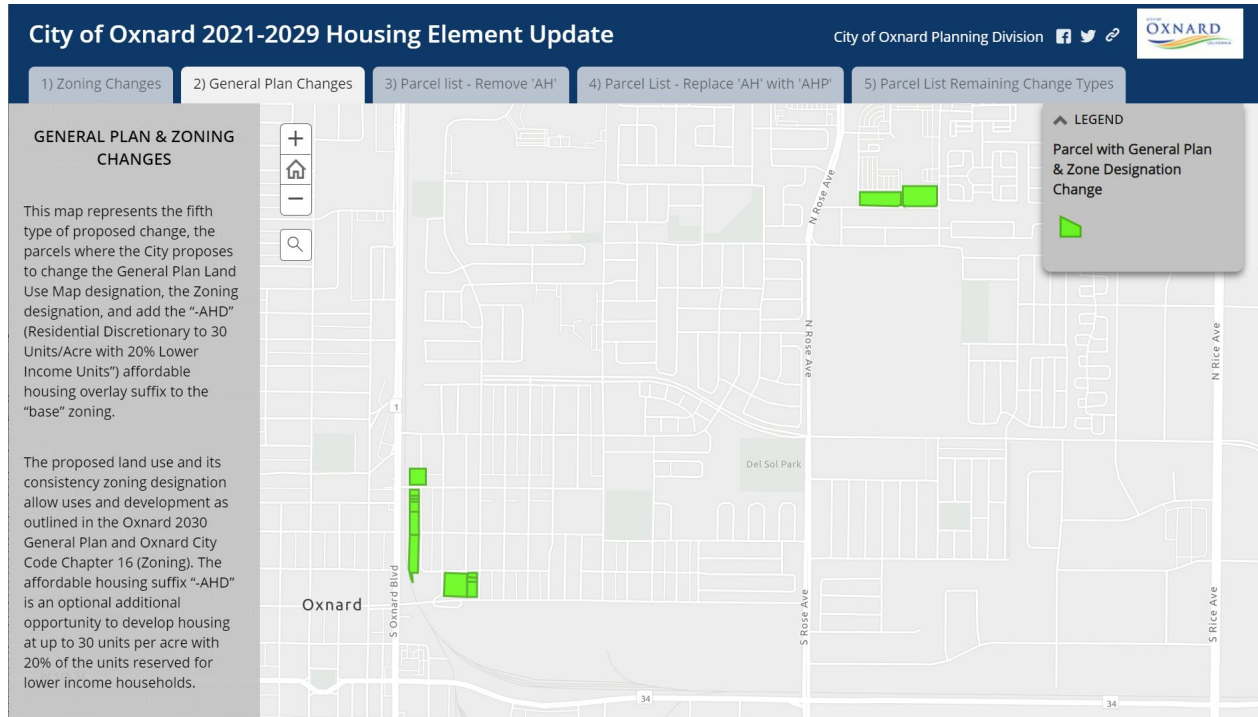
General Plan Land Use Element, Amendments

- 2030 General Plan Land Use Element, Section 3.5 and Table 3.2

General Plan Land Use Designation	Current Allowable Density & General Plan Land Use Element Text	Proposed Density & General Plan Land Use Element Text, Section 3.5 and Table 3.2
Business Research Park	0 du/acre; Housing not currently permitted. "Business and Research Park. [FAR is 0.60:1] Professional, administrative, research, and limited manufacturing uses along with limited commercial activities intended to support such uses, integrated into campus-like environments that are oriented towards arterials, freeways, airports, and harbors, and developed to high property and development standards."	30 du/acre add text "and residential uses up to 30 units per acre shall be permitted on parcels identified as AHP or AHD".
General Commercial	18 du/acre; "General. [FAR is 0.35:1] Retail centers and free-standing commercial uses along arterials, may also include office, residential uses up to 18 dwelling units per acre, live/work, work/live, and mixed uses."	30 du/acre add text "and residential uses up to 30 units per acre shall be permitted on parcels identified as AHP or AHD".

General Plan Land Use Map Amendments

- Land Use Designation on 4 sites (13 parcels): <https://arcg.is/HmSS1>



ZONING TEXT AMENDMENT

- Repeal All Affordable Housing Opportunity Program (AAHOP)
- Amend OCC Section 16-420 - Affordable Housing (AH), Permitted (P) & -AH, Discretionary (D) Additive Zones

Zoning	Current OCC Allowable Density & Text	Proposed OCC Density & Text
AAHOP - Remove overlay zone (OCC Section 16-420)	16-420E "(B) Maximum density - The allowable density of units per acre for the -AH additive zone is the amount shown on the zoning map. All sites allow <u>between 20 and 39 units per acre</u> . AAHOP project density is based on the site size less land dedications for roadway widening required by the 2030 general plan circulation diagram (Figure 4-1)."	NA (AAHOP text and overlay removed)
Affordable Housing Permitted (AHP) - New overlay zone (on C2 sites that were in 1 or 2 prior housing elements). (OCC Section 16-420)	NA	30 du/acre, Permitted "By Right" . Text clarifies that residential development with a density of up to 30 units/acre that includes at least 20% lower income is permitted with a SPR (Non-Discretionary). The developer can access State Density Bonus Law in addition to using the densities allowed in the overlay. Text references R4 standards, attached dwelling unit standards and includes objective design standards.
Affordable Housing Discretionary (AHD) - New overlay zone (on C2 & BRP sites that were not in prior housing element) (OCC Section 16-420)	NA	30 du/acre, Discretionary . Text clarifies that residential development with a density of up to 30 units/acre that includes at least 20% lower income is permitted with an SUP (Discretionary). The developer can access State Density Bonus Law in addition to using the densities allowed in the overlay. Text will reference R4 & attached dwelling standards and includes objective design standards.

Zoning Text

- Amend OCC Section 16-135 & 16-136 (C-2 - General Commercial Zone)
- Amend OCC Section 16-162 & 16-163 (Business Research Park)

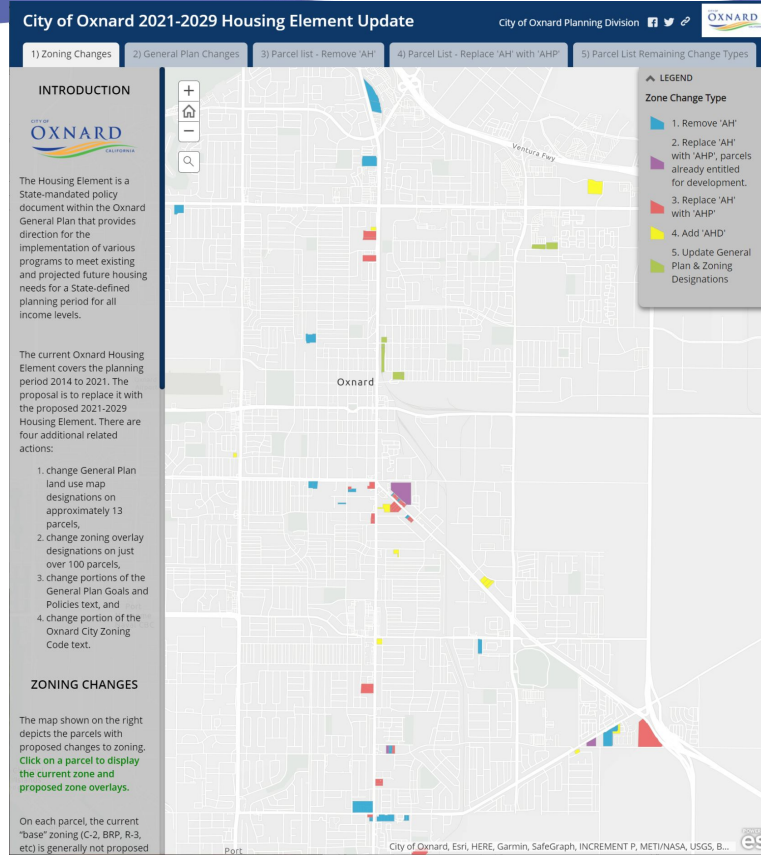
Zoning	Current OCC Allowable Density & Text	Proposed OCC Density & Text
BRP (OCC <u>Section 16-162</u> Non-Industrial Uses, and <u>16-163</u> Industrial Land Uses by Zone: Industrial Land Use Matrix)	0 du/acre; Housing not currently permitted.	30 du/acre add text "Residential uses up to 30 units per acre are permitted in the BRP on parcels identified as AHP or AHD" as provided in section 16-420.
C2 (OCC Sections 16-135 Permitted Uses, 16-136 Related Uses, and 16-138 Lot Area Per Dwelling)	18 du/ac; "The permitted and related uses in the R-3 zone" (OCC 16-136) AND 72 du/acre; "Every main residential building shall have a lot area of <u>not less than 600 square feet per dwelling unit</u> , except for hotels or apartment hotels that have no cooking facilities in any individual room, suite or apartment." (OCC 16-138)	30 du/acre add text to 16-135 "The permitted and related uses in the R-4 zone on parcels identified as AHP as provided in section 16-420." add text to 16-136 "The permitted and related uses in the R-4 zone on parcels identified as AHP or AHD as provided in section 16-420" (No change to 16-138)

ZONING TEXT AMENDMENT

- Amend OCC Section 16-410 (Density Bonus)
 - Presently requires Planning Commission approval
 - Revise to same approval authority as associated Ministerial or Discretionary permit
 - Facilitate 'By Right' project approval at Ministerial level
- New OCC Section 16-523 (Site Plan Review)
 - Ministerial approval required for 'By Right' projects on AHP zoned sites
 - Approval by Community Development Director
 - Review for Objective standards
 - Development Advisory Committee (DAC) review for consistency with Federal, State & Local Codes, Ordinances & Standards (saves time in Building Permit Review)
 - Ministerial process; for transparency, posting of action on quarterly project list/website. No Workshop, Public Hearing, or Public Notices

- **Rezone AAHOP to AHP** for Housing Element 19 sites (41 parcels)
- **Add AHD** to New Housing Element sites 13 sites (25 parcels)
- **Remove AAHOP** from 36 parcels.
- **Rezone AAHOP to AHP on 8 Developed affordable parcels** (Gateway, Garden City, Ormond Beach Villas, etc.) to retain affordable zoning

<https://arcg.is/HmSS1>



ENVIRONMENTAL REVIEW

- Initial Study - Mitigated Negative Declaration (IS/MND - No. 2021-01)
<https://www.oxnard.org/housing-element-update/>
- Standard mitigations to address biological and paleontological resources
- Public Review August 5, 2021 to September 3, 2021
- Comments on the IS/MND were minor in nature, and did not raise any new significant impacts or changes to any conclusions.
 - Ventura County, Air Pollution Control District - No revisions necessary
 - Ventura County, Watershed Protection District - No revisions necessary
 - Ventura County, Agricultural Commissioner's office - No revisions necessary;
 - CalTrans District 6 - No revisions necessary
 - Santa Ynez Band of Chumash Indians, Tribal Elders - No revisions necessary
 - State of California – Natural Resources Agency, Department of Fish and Wildlife – revisions to MND mitigation measures required and new conditions of approval recommended; as part of City Council certification of the IS/MND mitigation measures will be added

- By October 15th - City submits the Final Housing Element to HCD for certification, inclusive of Errata No. 1 changes
- October 19th - City Council second reading of Ordinances
- November 20th - Zoning Text Amendments will be effective
- FY 2021/2022 budget request will involve request for funding for staff, and programs
 - Full extent of budget need not known at this time

RECOMMENDATION

That the City Council:

1. Certify Initial Study and Mitigated Negative Declaration (IS/MND); and
2. Approve Resolution adopting the 2021-2029 Final Housing Element ("Housing Element") update to replace in its entirety the current 2013-2021 Housing Element as Chapter 8 within the 2030 General Plan, and text and map changes to the General Plan Land Use Element; and
3. Approve Resolution approving Zoning Map Amendments to facilitate construction of housing units as stipulated in the Final Housing Element.
4. Introduce the following five Oxnard City Code/Zoning Text Amendments (PZ 21-580-03) to Chapter 16 of the Oxnard City Code (OCC) related to the Amendment and Adoption of the 2021-2029 Housing Element:
 - Ordinance No. ____ - Repealing the All-affordable Housing Opportunity Program (AAHOP) and replacing these regulations with newly created Affordable Housing, Permitted (-AHP) And Affordable Housing, Discretionary (-AHD) Additive Zone Definitions, Designations and Regulations in OCC Sections 16-420a through 16-420k; and

That the City Council:

4. Continued: Introduce the following Oxnard City Code/Zoning Text Amendments:

- Ordinance No. ____ Amending the General Commercial zone permitted and related uses in OCC Section 16-135 & 16-136; and
- Ordinance No. ____ Amending the Business And Research Park zone permitted uses in OCC Section 16-162 & 16-163; and
- Ordinance No. ____ Amending the Density Bonus ordinance approval authority and appeal provision in OCC Section 16-410; and
- Ordinance No. ____ Creating a Ministerial Site Plan Review process OCC Sections 16-523 Through 16-523.12.

5. Direct City Staff to finalize with noted revisions in Errata No. 1, incorporate the 2021-2029 Housing Element into the 2030 General Plan as Chapter 8 of Goals and Policies document, incorporate zone code text amendments into the OCC, and forward the 2021-2029 Housing Element to HCD for certification.



End of Presentation



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.3

DATE: October 5, 2021

TO: City Council

FROM: Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

SUBJECT: Formation of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of Funding and Acquisition Agreement. (0/5/5)

RECOMMENDATION

That the City Council:

1. Conduct a Public Hearing on the: (a) formation of Community Facilities District 9 (Northshore at Mandalay Bay); (b) levy of special taxes and; (c) issuance of special tax bonds secured by the special taxes;
2. Adopt Resolution determining the validity of prior proceedings, establishing Community Facilities District 9 (Northshore at Mandalay Bay) and approving a funding and acquisition agreement (A-8376);
3. Adopt Resolution determining the necessity to incur bonded indebtedness within Community Facilities District 9 (Northshore at Mandalay Bay) and calling a special election;
4. Hold Election;
5. Adopt Resolution canvassing the results of the election held within Community Facilities District 9 (Northshore at Mandalay Bay); and
6. Introduce an Ordinance (by title only, further reading waived), authorizing the levy of a special tax within Community Facilities District 9 (Northshore at Mandalay Bay).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/l7EPo4DO0fE>

BACKGROUND

Community Facilities Districts (“CFDs”) are established pursuant to the provisions of the California Government Code Section 53311 et seq. (commonly known as the “Mello-Roos Community Facilities Act of 1982”) (the “Act”), and are a form of financing districts that can be used by cities, counties, school district, and special districts. CFDs raise money through special taxes that must be approved by two-thirds of the voters within a CFD. The City Council is the legislative body of any CFD the City forms. Most often, CFDs are formed by the landowner prior to subdivision. A CFD can be formed to finance a wide list of improvements, which include roads, water facilities, sewers and schools. They are also used to finance ongoing maintenance services of the facilities or for services such as remediation of hazardous substances, landscaping, streets, lighting, and drainage facilities. The taxes are secured by a continuing lien and are levied against property within the CFD on an annual basis. The revenue stream is used to pay debt service on bonds, to finance facilities on a pay-as-you-go basis, and to pay for services, or a combination thereof.

The City established Community Facilities District No. 6 (Northshore at Mandalay Bay) (the “2006 CFD”) in 2006 for the prior proposed development located in the City, at the northeastern corner of the intersection of West Fifth Street and Harbor Boulevard, and now commonly known as “Northshore at Mandalay Bay” (the “Property”), to finance the cost and expense of providing public improvements and services within the 2006 CFD.

There were two (2) special tax components to the 2006 CFD. Special Tax A (currently at \$5,581,558.89) is the special tax which could be levied each year to fund the annual facilities special tax component. Special Tax A can be levied until Fiscal Year 2045-46. The other special tax component is Special Tax B (currently at \$1,897,411.41), which can be levied to fund the annual services special tax component. Special Tax B can be levied in perpetuity in order to satisfy the services' special tax requirement. The City has not yet issued bonds for the 2006 CFD, but the City is authorized to incur bonded indebtedness in a maximum aggregate principal amount not to exceed \$30,000,000.

The City has never levied Special Tax A as no bonds were sold and has not levied Special Tax B on parcels in the 2006 CFD since Fiscal Year 2014-15 and did not levy a 2020-21 special tax for the 2006 CFD. There are currently no services being performed in the 2006 CFD. 2006 CFD has a balance of a little over \$500,000 of collected special taxes.

The current owner and developer, MPL Property Holdings LLC (the "Landowner"), has requested either a replacement CFD or a modification to the existing 2006 CFD to include (a) a facilities special tax for the life of any bond issues, (b) a services special tax in perpetuity and (c) an environmental special tax for remediation, operation and maintenance activities as required and approved, and for the duration needed, by the Department of Toxic Substances Control ("DTSC"). Staff recommends a new CFD rather than trying to amend the 2006 CFD to allow the City to prioritize facilities and fees to be financed (50% direct facilities to be acquired and 50% impact fees to be paid by bond proceeds) while also making sure the effective tax rate for residences is under 2% when looking at the combined general taxes and the three CFD special taxes. The new CFD will have a not to exceed bond authorization of \$22,500,000. Once the new CFD is formed and special taxes voted for, the 2006 CFD will be dissolved.

The current development plan is for 292 single-family residences.

DISCUSSION

Purpose. A replacement CFD is proposed to be established for the purpose of funding the following:

1. Public infrastructure facilities and other governmental facilities, including fees related thereto, with an estimated useful life of five years or longer, including but not limited to all or a portion of sanitary sewer, water, street, storm drain and park facilities, public art or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs (the "Facilities") through the levy of a Special Tax – Facilities to pay debt service on one or more bond issues or pay-as-you-go facilities as long as bonds are outstanding; the maximum Special Tax – Facilities escalates at a rate of 2% commencing July 1, 2023;
2. Services including, but not limited to, landscaping, streetlighting, maintenance of sewer, storm drain, irrigation systems, and parks, Edison Canal and Channel Island Harbor maintenance, and weed abatement (the "General Services") through the levy of a Special Tax – Services on an annual basis in perpetuity; The maximum Special Tax – Service escalates at the greater of 2% or a CPI escalation factor, in any case not to exceed 5% annually, commencing July 1, 2023; the Special Tax – Services takes the place of a traditional maintenance assessment district; and
3. The remediation of any hazardous substance released or threatened to be released into the environment on the Property and any associated operation, maintenance and/or monitoring activities as more particularly described in the Response Plan approved by DTSC on December 17, 2018 (the "Response Plan"), the Operation and Maintenance Plan approved by DTSC on March 7, 2019 ("O&M Plan") and any additional remedial activities or protective measures (collectively, the "Remediation Services") through the levy of a Special Tax- Environmental on an annual basis as long as determined by DTSC; the maximum Special Tax – Environmental escalates at a rate of 2% commencing July 1, 2023; upon the issuance of a certificate of completion or its substantial equivalent by DTSC for all of the Remediation Services, the Special Tax – Environmental will no longer be levied.

Six-Step Process

Steps 1 - 3 (Completed). A petition to form the CFD was received from the Landowner covering the Property, consisting of approximately 90 acres. The formal Council approval process to create a new CFD takes approximately 60 to 75 days. On July 27, 2021, the Finance & Governance Committee recommended approval by the City Council and moving forward.

On September 7, 2021, City Council City Council declared its intention to form the new CFD and issue bonds and called a public hearing for October 5, 2021 on all matters relating to the CFD including the special tax formula or the Rate and Method of Apportionment (“RMA”). All parties have reviewed the parameters of the RMA, which includes the assigned and maximum special taxes for the Facilities, the General Services, and the Remediation Services. The Special Taxes will be levied each year according to the RMA and placed on the County property tax rolls.

Step Four. On October 5, 2021, City Council holds a public hearing (Landowner has waived the 30-day waiting period). Provided there is no majority protest at the public hearing, (a) the CFD may be formed and a funding and acquisition agreement with the Landowner may be approved and (b) an election may be called. The funding and acquisition agreement provides for the method and terms for the CFD to acquire the Facilities from the Landowner using the future bond proceeds.

Step Five. On October 5, 2021, a waiver regarding election time limits is received from the Landowner, so a special election can be called for this evening to authorize (a) the levy of special taxes, (b) the issuance of special tax bonds not to exceed \$22.5 million and (c) an appropriations limit for the CFD. The City Council, acting as the legislative body of the CFD, conducts the special mailed ballot election. Should the proposition pass with a two-thirds vote from the qualified voters (the Landowner), the City Council may conduct the first reading of an Ordinance levying the special tax.

Step Six. On October 19, 2021, the City Council, acting as the legislative body of the CFD may adopt the Ordinance, along with a resolution transferring assets of the 2006 CFD to the CFD, and approve the dissolution of the 2006 CFD.

Once the CFD is formed and the election has concluded, it is the intent of the CFD to issue one or more series of bonds. The proposed maximum bond authorization is \$22,500,000. The “not to exceed” bond amount for the CFD is based on Facilities' costs and available Special Tax - Facilities. Currently, it is not expected that bonds will be authorized for issuance or sale until the development is well underway and the Facilities are at or near completion, at which time documents relating to the issuance and sale of the bonds will be brought to the Council for its approval. The CFD will determine the timing and amount of bonds to be sold.

On behalf of the City, NBS Government Finance Group, as special tax consultant, has prepared a CFD Report describing the proposed CFD.

Although the City of Oxnard forms the CFD, the debt issuances are not obligations of the City, but rather obligations of the CFD. Therefore, the formation of the CFD does not obligate the City to make any expenditure or proceed with the project or obligate the City or the CFD to issue any bonds. Finally, the finances and bonds of the CFD are unrelated to, do not rely upon, and do not impact the credit rating of the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact at this time with this proposal to form Community Facilities District 9 (Northshore at Mandalay Bay). Once the CFD is formed and the election has concluded, staff will return to City Council for the approval of the proposed formation and bond financing.

COMMITTEE OUTCOME

This item did not originate in Committee as the City Council approved and declared its intention to form the new CFD on September 7, 2021.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Resolution of Formation
2. Funding and Acquisition Agreement
3. Resolution Calling Election
4. Resolution Canvassing Election
5. CFD No. 9 Ordinance
6. CFD Report_Northshore
7. CFD Report Exhibit B-Boundary Map_CFD 9 Formation
8. Response Plan and Operation and Maintenance Plan PLACEHOLDER

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,
CALIFORNIA, DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS,
ESTABLISHING CITY OF OXNARD COMMUNITY FACILITIES DISTRICT
NO. 9 (NORTHSHORE AT MANDALAY BAY), AND APPROVING THE
EXECUTION AND DELIVERY OF A FUNDING AND ACQUISITION
AGREEMENT

WHEREAS, the City Council (the “Council”) of the City of Oxnard (the “City”) has heretofore adopted Resolution No. 15,482 (“Resolution of Intention”) stating its intention to form City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the “Act”); and

WHEREAS, a copy of the Resolution of Intention is on file with the City Clerk and incorporated herein by reference; and

WHEREAS, pursuant to the Act and in accordance with applicable laws in all material respects, this Council held a public hearing on the formation of the CFD and the incurring of bonded indebtedness with respect to the CFD; and

WHEREAS, prior to the commencement of the public hearing, there was filed with the Council a Community Facilities District Report prepared by NBS Government Finance Group (the “CFD Report”) containing a boundary map, and a description and an estimate of the facilities and services and incidental expense to be financed by the CFD, and the CFD Report has been reviewed by the Council and is incorporated herein and made a part of the record of the public hearing; and

WHEREAS, at said hearing all persons not exempt from the special taxes desiring to be heard on all matters pertaining to the formation of the CFD and the issuance of debt were heard and a full and fair hearing was held; and

WHEREAS, at said hearing evidence was presented to the Council on said matters before it, and this Council at the conclusion of said hearing is fully advised in the premises; and

WHEREAS, pursuant to Sections 53313.5 and 53314.9 of the Act, there has been submitted to this Council a Funding and Acquisition Agreement by and between the City, acting on behalf of the CFD and MPL Property Holdings LLC (the “Funding and Acquisition Agreement”) relating to the construction, acquisition, payment and reimbursement of the Facilities (as defined herein), and this Council, with the aid of its staff, has reviewed said document and found it to be in proper order.

NOW, THEREFORE, the City Council of the City of Oxnard, does resolve as follows:

PART 1. Pursuant to Section 53325.1(b) of the Act, the Council finds and determines that the proceedings prior hereto were valid and in conformity with the requirements of the Act in all material respects.

PART 2. Written protests against the establishment of the CFD, or against the furnishing of specified facilities or services or the levying of a specified special tax within the CFD, or the incurrence of indebtedness by the CFD, have not been filed by fifty percent (50%) or more of the registered voters or property owners of one-half (1/2) or more of the area of land within the CFD.

PART 3. A community facilities district to be designated “City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bays)” is hereby established pursuant to the Act.

PART 4. The description and map of the boundaries of the CFD as shown on the map entitled “Map of Proposed Boundaries, City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay)” on file in the City Clerk’s office and as described in the Resolution of Intention and incorporated herein by reference, shall be the boundaries of the CFD. The map of the proposed boundaries of the CFD has been recorded in the Office of the County Recorder of Ventura County, California (Book __ of Maps of Assessment and Community Facilities Districts at page __).

PART 5. The facilities proposed to be financed by the CFD are public infrastructure facilities and other governmental facilities, including fees related thereto, with an estimated useful life of five years or longer, which the CFD is authorized by law to construct, own or operate and that are necessary to meet increased demands placed upon the City as a result of development occurring within the proposed the CFD, including but not limited to all or a portion of sanitary sewer, water, street, storm drain and park facilities, public art or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs (the “Facilities”). Such Facilities need not be physically located within the CFD.

The types of services proposed to be provided for and financed by the CFD include, but shall not limited to, landscaping, streetlighting, maintenance of sewer, storm drain, irrigation systems, and parks, Edison Canal and Channel Island Harbor maintenance, and weed abatement (the “General Services”), and the remediation, operation, maintenance and/or monitoring of any hazardous substance released or threatened to be released into the environment on the Property as more particularly described in the Response Plan approved by the Department of Toxic Substances Control (“DTSC”) on December 17, 2018 (the “Response Plan”), the Operation and Maintenance Plan approved by DTSC on March

7, 2019 (“O&M Plan”) and any additional remedial activities or protective measures (the “Remediation Services” and together with the General Services, the “Services”), which Services are in addition to and do not supplant those services already provided in the territory within the CFD prior to the establishment of the CFD. The Facilities and Services are more fully described in the CFD Report.

PART 6. The CFD Report contains through incorporation by reference the Response Plan and the O&M Plan, which together constitute the remedial action plan for the Remediation Services in accordance with Section 53321.5 of the Act. The Response Plan and O&M Plan shall be made a part of the record of the hearing.

PART 7. Except where funds are otherwise available, it is the intention of the Council to levy annually in accordance with procedures contained in the Act (i) a special tax within the CFD sufficient to pay for the costs of financing the purchase, construction, expansion, modification, rehabilitation or improvement of the Facilities (the “Special Tax – Facilities”), including the principal of and interest on two or more series of the bonds proposed to be issued to finance the Facilities and other periodic costs, the establishment and replenishment of reserve funds, the remarketing, credit enhancement and liquidity fees, the costs of administering the levy and collection of the Special Taxes and all other costs of the levy of the Special Taxes and issuance of the bonds, including any foreclosure proceedings, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, discount fees, interest on bonds (but not to exceed two years), election costs and all costs of issuance of the bonds, including, but not limited to, fees for bond counsel, disclosure counsel, financing consultants and printing costs, and all other administrative costs of the tax levy and bond issues, (ii) a special tax within the CFD sufficient to pay for the costs of financing the General Services (the “Special Tax - Services”), and (iii) a special tax within the CFD sufficient to pay for the costs of financing the Remediation Services (the “Special Tax - Environmental,” and together with Special Tax - Facilities and the Special Tax - Services, the “Special Taxes”), including the obligation of the CFD with respect to Special Tax - Environmental under the Special Tax Disbursement Agreement (the “Special Tax Disbursement Agreement”), by and among the City, on behalf of itself and the CFD, MPL Property Holdings LLC, and Northshore Environmental Conservancy.

The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the CFD. In the first year in which such a Special Tax is levied, the levy shall include a sum sufficient to repay to the City all amounts, if any, transferred to the CFD pursuant to Section 53314 of the Act and interest thereon.

The schedule of the rate and method of apportionment (the “RMA”) and manner of collection of the Special Taxes are described in detail in Exhibit A attached hereto and by this reference incorporated herein. The Special Taxes are based upon the cost of financing the Facilities and the Services in the CFD, the demand that each parcel will place on the Facilities and the Services and the benefit (direct and/or indirect) received by each parcel from the Facilities and the Services. The RMA provides sufficient detail to allow each owner of nonexempt real property within the CFD to estimate the maximum amount that such person will have to pay for the Facilities and the Services.

The Special Taxes are apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and as described in the RMA and such Special Taxes are not levied on or based upon the value or ownership of real property. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or partially, from the levy of the Special Taxes, the Council shall, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax. Under no circumstances, however, shall the Special Tax - Facilities levied in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the CFD by more than 10 percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. Furthermore, the maximum Special Tax - Facilities authorized to be levied against any parcel used for private residential purposes shall not be increased over time in excess of 2 percent per year.

Special Tax - Facilities shall not be levied or collected after fiscal year 2065-66, except that Special Tax - Facilities that was lawfully levied in or before such final tax year and that remains delinquent may be collected in subsequent years. Special Tax - Services shall be levied and collected in perpetuity. Special Tax - Environmental shall be levied and collected as provided in the RMA.

Pursuant to Section 53340 of the Act, the annual Special Taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected or in such other manner as this Council shall determine, including without limitation, direct billing of the affected property owners and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes.

PART 8. Upon recordation of a Notice of Special Tax Lien pursuant to Section 3114.5 of the Streets and Highways Code, a

continuing lien to secure each levy of the Special Taxes shall attach to all non-exempt real property in the CFD, and the lien with respect to the Special Tax - Facilities shall continue in force and effect until the Special Tax - Facilities obligation is prepaid or otherwise permanently satisfied and the lien canceled in accordance with law and the lien with respect to the Special Tax - Services and Special Tax – Environmental shall continue in force and effect until collection of such Special Taxes by the CFD ceases.

PART 9. The Council finds that the proposed Facilities and Services are necessary to meet the increased demand put upon the City as a result of the development within the CFD.

PART 10. The CFD Report is ordered to be kept on file with the minutes of these proceedings and open for public inspection.

PART 11. Pursuant to and in compliance with the provisions of California Government Code Section 50075.1, the Council hereby establishes the following accountability measures pertaining to the levy by the CFD of the Special Taxes:

- (a) Such Special Taxes shall be levied for the specific purposes set forth herein.
- (b) The proceeds of the levy of such Special Taxes shall be applied only to the specific purposes set forth herein.
- (c) The CFD shall establish accounts into which the proceeds of such Special Taxes shall be deposited.
- (d) The Finance Director, or his or her designee, acting for and on behalf of the CFD, shall annually file a report with the Council as required pursuant to California Government Code Section 50075.3.

PART 12. The Finance Director, 300 West Third Street, Oxnard, CA 93030, (805-385-7461), or his or her designee, is designated to be responsible for preparing or causing to be prepared annually a current roll of Special Tax levy obligations by assessor's parcel number and for estimating future Special Tax levies pursuant to Section 53340.1 of the California Government Code.

PART 13. The voting procedure with respect to the imposition of the Special Taxes, incurring bonded indebtedness and establishing an appropriations limit of the CFD shall be by hand delivered or mailed ballot election as provided in the Resolution of Intention, and is hereby incorporated in its entirety by reference hereto.

PART 14. The City may accept advances of funds from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred by the City in creating the CFD. The City has entered into a deposit agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Taxes, if the proposal to levy such

taxes should fail, and to repay all of such funds advanced if the levy of the Special Taxes shall be approved by the qualified electors of the CFD.

PART 15. The City hereby approves the Funding and Acquisition Agreement, substantially in the form submitted to the City Clerk, with such revisions, amendments and completions as shall be approved by the Mayor, the City Manager, Finance Director or any designee of any of them, with the advice of the City Attorney, such approval to be conclusively evidenced by the execution and delivery thereof. Any work in-kind accepted and reimbursed by the CFD contemplated by the Funding and Acquisition Agreement shall be performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of, the City or the CFD.

PART 16. It is the intention of the Council to replace the previously established City of Oxnard Community Facilities District No. 6 ("CFD No. 6") with the CFD following the election relating to the CFD. Immediately following the adoption of an ordinance levying the Special Taxes for the CFD, the Council intends to adopt an ordinance dissolving CFD No. 6 and stating that all associated liens shall cease and be extinguished.

PART 17. The City Clerk is directed to certify and attest to this Resolution and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the incurring of bonded indebtedness, the levy of the Special Taxes, and the establishment of the appropriation limit.

PART 18. This Resolution shall take effect upon its adoption.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ____ day of October 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A
RATE AND METHOD OF APPORTIONMENT FOR
CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 9
(Northshore at Mandalay Bay)

Three Special Taxes, as hereinafter defined, shall be levied on all Assessor's Parcels in the City of Oxnard (the "City") Community Facilities District No. 9 (Northshore at Mandalay Bay) ("CFD No. 9") and collected each Fiscal Year commencing in Fiscal Year 2022/23, in amounts determined by the City or its designee, through the application of the Rate and Method of Apportionment as described below. All real property in CFD No. 9, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.2 as that may be amended from time to time, that is accessory to a single-unit dwelling located on an Assessor's Parcel.

"Acre" or "Acreage" means that acreage shown on the Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event that the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel may be determined by the CFD Administrator based upon the applicable condominium plan, final map, parcel map or calculated using available spatial data and GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 9: the costs of any paying agents/fiscal agents/trustees related to Bond payments (including the fees and expenses of its counsel), banking and management; the costs of computing the Special Tax Requirements, the Special Taxes and of preparing the collection schedules for the Special Taxes; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of California law (including the Act) and the federal securities laws; costs of responding to public inquiries regarding the Special Taxes; the costs of the City or designee related to an appeal of the Special Taxes or interpretation of the Rate and Method of Apportionment; amounts needed to pay rebate to the federal government related to Bonds; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in the City. Administrative Expenses shall also include an allocable share of the salaries of City staff and an allocable portion of City overhead costs relating to the foregoing, or costs of the City in any way related to the establishment or administration of the City. Administrative Expenses shall also

include amounts estimated or advanced by the City or CFD No. 9 for any other administrative purposes of CFD No. 9.

"Assessor's Data" means the property characteristic data compiled and maintained by the County Assessor for each Assessor's Parcel, including, but not limited to, Assessor's Parcel Number, Building Square Footage, and Units.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" or **"APN"** means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax - Facilities" means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Assigned Special Tax - Environmental" means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Authorized Environmental Services" means the services related to environmental operations, maintenance, and monitoring authorized to be funded, in whole or in part, by CFD No. 9.

"Authorized Facilities" means the public facilities and capital fees, authorized to be financed, in whole or in part, by CFD No. 9, including by the proceeds of any CFD No. 9 Bonds.

"Authorized Maintenance Services" means the services authorized to be funded, in whole or in part, by CFD No. 9.

"Backup Special Tax - Environmental" means the Backup Special Tax - Environmental applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

"Backup Special Tax - Facilities" means the Backup Special Tax - Facilities applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by or on behalf of CFD No. 9 under the Act. Bonds also includes any bonds issued to refinance a previous bond issue.

"Boundary Map" means that map recorded with the County recorder's office on _____ in Book ____ at Page ____ as Document Number _____.

"Building Square Footage" or **"Building Square Feet"** or, singularly, **"Building Square Foot"** means the building square footage assigned to each Assessor's Parcel, which may be determined by referencing (i) Assessor's Data, (ii) site surveys, and/or (iii) other research by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements, and providing for the levy and collection of the Special Taxes.

"CFD No. 9" means City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay).

"City" means the City of Oxnard, California.

"City Council" means the City Council, acting as the legislative body of CFD No. 9.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Urban Consumers" in the Los Angeles – Riverside – Orange County Area, measured as of the month of April in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

"County" means the County of Ventura.

"Debt Service" means for each Debt Year, the total amount of principal and interest due for any Bonds of CFD No. 9.

"Debt Year" means each 12-month period designated as such, or by a similar term, in the Indenture for each series of Bonds.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Taxable Contingent Property, for which a Building Permit was issued on or before June 1 of the prior Fiscal Year. For example, Taxable Property for which a Building Permit was issued on or before June 1 of the prior Fiscal Year (i.e., June 1, 2022), would be treated as Developed Property for Fiscal Year 2022/23.

"Disbursement Agreement" means the Special Tax Disbursement Agreement executed on [DATE].

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"GIS" or "Geographic Information System" means a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds for CFD No. 9 are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means, individually or collectively, as the context requires, the Maximum Special Tax – Facilities, the Maximum Special Tax – Services, and/or the Maximum Special Tax – Environmental.

"Maximum Special Tax - Environmental" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Special Tax - Facilities" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Special Tax - Services" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Outstanding Bonds" means all Bonds that are outstanding under and in accordance with the provisions of the Indenture.

"Pay-As-You-Go Expenditure" means Pay-As-You-Go Revenue which is used or set aside for Authorized Facilities. Pay-As-You-Go Expenditures may be included in the Special Tax Requirement until all Authorized Facilities have been constructed or acquired.

"Pay-As-You-Go Revenue" means Special Tax - Facilities revenues that are available after being used or set aside for Debt Service and Administrative Expenses.

"Property Owner Association Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 9 that is owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Property Type" means either Single Family Residential Property, Taxable Contingent Property, or Tax-Exempt Property.

"Proportionately" means for Developed Property, Taxable Contingent Property and Undeveloped Property that the ratio of each Special Tax levy to the related Maximum Special Tax is equal for all Assessors' Parcels of Developed Property, Taxable Contingent Property and Undeveloped Property, respectively.

"Public Property" means property within the boundaries of CFD No. 9 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public right-of-way has been granted to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax for CFD No. 9.

"Services Operating Reserve" means one or more accounts (whether funded by Special Taxes – Services or from funds outside of CFD No. 9) held by the City that serve as a reserve for Authorized Maintenance Services; provided, however, that the Services Operating Reserve may not exceed the Services Operating Reserve Requirement.

"Services Operating Reserve Requirement" means, in the aggregate for a Fiscal Year, an amount not in excess of the Maximum Special Tax – Services that may be levied on Taxable Property in such Fiscal Year.

"Single Family Residential Property" means all Assessor's Parcels of Developed Property with a residential structure intended for a single Unit.

"Special Tax(es)" means, individually or collectively as the context requires, Special Tax – Facilities, Special Tax – Services, and/or Special Tax – Environmental.

"Special Tax – Environmental" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Environmental.

"Special Tax – Facilities" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Facilities.

"Special Tax – Services" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Services.

"Special Tax Requirements" means, collectively, Special Tax Requirement – Facilities, Special Tax Requirement – Services, and Special Tax Requirement – Environmental.

"Special Tax Requirement - Environmental" means that amount required in any Fiscal Year for CFD No. 9 to pay for Authorized Environmental Services as determined by the budget set forth in the Disbursement Agreement (as such Disbursement Agreement may be amended from time to time). The budget set forth in the _ Disbursement Agreement is inclusive of contingency and reserves. The Special Tax – Environmental will not contribute to Administrative Expenses.

"Special Tax Requirement - Facilities" means that amount required in any Fiscal Year for CFD No. 9 to (1) pay Debt Service on all Outstanding Bonds which is due in such Fiscal Year; (2) pay Administrative Expenses; (3) provide any amount required to establish or replenish a reserve fund in connection with any Bonds; (4) through Fiscal Year 2042/43, any amounts needed for Pay-As-You-Go Expenditures eligible to be funded by CFD No. 9 under the Act, to the extent that the inclusion of such amounts does not increase the Special Tax - Facilities levy on Undeveloped Property; and (5) provide an amount equal to reasonably anticipated Special Tax - Facilities delinquencies based on the delinquency rate for the Special Tax - Facilities levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act, and without duplicating any amounts described in clauses (3). The amounts referred to in clauses (1) through (5) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against Debt Service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Special Tax - Facilities, and (iii) any other revenues available to pay Debt Service on the Outstanding Bonds or other indebtedness as determined by the CFD Administrator.

"Special Tax Requirement - Services" means that amount required in any Fiscal Year for CFD No. 9 to (1) pay for Authorized Maintenance Services; (2) pay Administrative Expenses; (3) provide an amount equal to reasonably anticipated Special Tax - Services delinquencies based on the delinquency rate for the Special Tax - Services levied in the previous Fiscal Year as determined by

the CFD Administrator, as limited by the Act; and (4) provide any amount required to establish or replenish any Services Operating Reserve, to the extent that the inclusion of such amounts does not increase the Special Tax – Services levy on Undeveloped Property. The amounts referred to in clauses (1) through (4) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) proceeds from the collection of penalties associated with delinquent Special Tax – Services, (ii) any other revenues available to pay for Authorized Maintenance Services as determined by the CFD Administrator.

"State" means the State of California.

"Tax Escalation Factor" means a factor equal to the April annualized CPI for Los Angeles/Long Beach/Anaheim for all urban consumers that will be applied annually after 2022/23 and each Fiscal Year thereafter to increase the Maximum Special Tax – Services and Maximum Special Tax - Environmental over the previous year as shown in Section C. In the event that the percentage change in the annualized CPI is negative, the Maximum Special Tax Rate - Services and Maximum Special Tax – Environmental shall not be decreased, and the Tax Escalation Factor shall be 0.00%.

"Tax-Exempt Property" means all Assessor's Parcels within the boundaries of CFD No. 9 which are exempt from the Special Tax pursuant to the Act or Section E below.

"Taxable Contingent Property" means, collectively, Taxable Property Owner Association Property and Taxable Public Property.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 9 which are not exempt from the Special Taxes pursuant to the Act or Section E below.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Welfare Exempt Property" means all Assessor's Parcels of Welfare Exempt Property that are not exempt pursuant to Section E below.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property that is not Developed Property.

"Unit" means an individual residential living space. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator. An Accessory Dwelling Unit shall be considered a Unit for the purposes of the Special Taxes.

"Welfare Exempt Property" means (A) for the Special Tax – Facilities, all Assessor's Parcels within the boundaries of CFD No. 9 that, prior to the issuance of the first series of Bonds, have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code. Once the first series of Bonds have been issued

for CFD No. 9, property may no longer be categorized as Welfare Exempt Property for the Special Tax – Facilities under this Rate and Method of Apportionment regardless of whether the Assessor’s Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code; (B) for the Special Tax – Services, all Assessor’s Parcels within the boundaries of CFD No. 9 that have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code, irrespective of whether Bonds have been issued; and (C) for the Special Tax – Environmental, because the Disbursement Agreement has already been executed and the Disbursement Agreement constitutes “debt” as defined by Section 53317 of the Act, all Assessor’s Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall not be eligible to be categorized as Welfare Exempt Property for the Special Tax – Environmental under this Rate and Method of Apportionment, and, therefore, all Assessor’s Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall be levied the Special Tax – Environmental regardless of whether an Assessor’s Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

“Zone” means the assignment of Assessor’s Parcels to a zone as shown on the Boundary Map of CFD No. 9.

“Zone A” means Assessor’s Parcels located in Zone A as shown on the Boundary Map of CFD No. 9.

“Zone B” means Assessor’s Parcels located in Zone B as shown on the Boundary Map of CFD No. 9.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD No. 9. If any Assessor’s Parcel Numbers are no longer valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor’s Parcel Number(s) that are in effect for the current Fiscal Year. To the extent Assessor’s Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Special Tax rates shall be assigned to the new Assessor’s Parcel(s) pursuant to Section C.

Each Fiscal Year, all Assessor’s Parcels within CFD No. 9 shall be classified as follows:

1. Each Assessor’s Parcel shall be determined to be Taxable Property or Tax-Exempt Property.
2. Each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property or Taxable Contingent Property. Taxable Property shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D below.
3. Each Assessor’s Parcel of Developed Property shall be further classified as Single Family Residential Property. For Single Family Residential Property, the Building Square Footage for each Assessor’s Parcel shall be determined.

C. MAXIMUM SPECIAL TAX RATES

Notwithstanding the below, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel for which an occupancy permit for private residential use has been issued be increased by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default by the owner(s) of any other Assessor's Parcel within CFD No. 9.

MAXIMUM SPECIAL TAX – FACILITIES

1. Developed Property

The Maximum Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Facilities or (ii) the amount derived by application of the Backup Special Tax - Facilities.

Assigned Special Tax - Facilities

The Assigned Special Tax - Facilities for each Assessor's Parcel of Developed Property is shown in Table 1.

**TABLE 1
ASSIGNED SPECIAL TAX - FACILITIES FOR DEVELOPED PROPERTY
FISCAL YEAR 2022/23**

Building Square Footage	Assigned Special Tax - Facilities Rate	Per	Zone
Less than 2,100 sq. ft.	\$2,418.84	Unit	A & B
2,100 - 2,249 sq. ft.	2,543.84	Unit	A & B
2,250 - 2,399 sq. ft.	2,707.07	Unit	A & B
2,400 - 2,549 sq. ft.	2,772.37	Unit	A & B
2,550 - 2,699 sq. ft.	2,919.28	Unit	A & B
2,700 - 2,849 sq. ft.	3,066.19	Unit	A & B
2,850 - 2,999 sq. ft.	3,266.19	Unit	A & B
3,000 – 3,149 sq. ft.	3,466.19	Unit	A & B
3,150 - 3,299 sq. ft.	3,653.83	Unit	A & B
3,300 - 3,449 sq. ft.	3,817.06	Unit	A & B
3,450 - 3,549 sq. ft.	3,980.29	Unit	A & B
3,550 - 3,649 sq. ft.	4,045.59	Unit	A & B
3,650 - 3,799 sq. ft.	4,135.59	Unit	A & B
3,800 - 3,949 sq. ft.	4,225.59	Unit	A & B
3,950 – 4,099 sq. ft.	4,315.59	Unit	A & B

4,100 - 4,250 sq. ft.	4,437.35	Unit	A & B
Greater than 4,250 sq. ft.	4,567.93	Unit	A & B

Increase in the Assigned Special Tax - Facilities

On each July 1, commencing on July 1, 2023, the Assigned Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Facilities

The Backup Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be \$3,752 per Unit for Zone A and \$2,770 per Unit for Zone B.

The Backup Special Tax - Facilities for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property, except for the increase detailed below.

Increase in the Backup Special Tax - Facilities

On each July 1, commencing on July 1, 2023, the Backup Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property and Taxable Contingent Property

Maximum Special Tax – Facilities

The Maximum Special Tax - Facilities for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$27,065 per Acre for Zone A and \$42,607 per Acre for Zone B.

Increase in the Maximum Special Tax – Facilities

On each July 1, commencing on July 1, 2023, the Maximum Special Tax - Facilities for Undeveloped Property and Taxable Contingent Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

MAXIMUM SPECIAL TAX – SERVICES

1. Developed Property, Taxable Contingent Property and Undeveloped Property

The Maximum Special Tax – Services for each Assessor's Parcel of Developed Property, Taxable Contingent Property and Undeveloped Property is shown in Table 2.

**TABLE 2
MAXIMUM SPECIAL TAX - SERVICES
FISCAL YEAR 2022/23**

Land Use	Maximum Special Tax - Services Rate	Per	Zone
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Developed Property– Single Family Residential Property	\$1,387	Unit	A & B
Undeveloped Property/Taxable Contingent Property	\$12,478	Acre	A & B

Increase in the Maximum Special Tax - Services

On each July 1, commencing on July 1, 2023, the Maximum Special Tax – Services for Developed Property, Taxable Contingent Property and Undeveloped Property shall be increased by an amount equal to the greater of two percent (2%) or the Tax Escalation Factor, provided that the annual escalation shall not under any circumstances exceed 5%.

MAXIMUM SPECIAL TAX – ENVIRONMENTAL

1. Developed Property

The Maximum Special Tax - Environmental for each Assessor's Parcel of Developed shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Environmental or (ii) the amount derived by application of the Backup Special Tax - Environmental.

Assigned Special Tax - Environmental

The Assigned Special Tax - Environmental for each Assessor's Parcel of Developed Property is shown in Table 3.

**TABLE 3
ASSIGNED SPECIAL TAX - ENVIRONMENTAL FOR DEVELOPED PROPERTY
FISCAL YEAR 2022/23**

Land Use	Assigned Special Tax - Environmental Rate	Per	Zone
Developed Property – Single Family Residential Property	\$1,760	Unit	A & B

Increase in the Assigned Special Tax - Environmental

On each July 1, commencing on July 1, 2023, the Assigned Special Tax - Environmental for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Environmental

The Backup Special Tax - Environmental for each Assessor's Parcel of Developed Property shall be \$1,760 per Unit for Zone A and Zone B.

Increase in the Backup Special Tax - Environmental

On each July 1, commencing on July 1, 2023, the Backup Special Tax - Environmental for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. **Undeveloped Property and Taxable Contingent Property**

Maximum Special Tax – Environmental

The Maximum Special Tax - Environmental for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$15,649 per Acre for Zone A and Zone B.

Increase in the Maximum Special Tax – Environmental

On each July 1, commencing on July 1, 2023, the Maximum Special Tax - Environmental for Undeveloped Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

D. **METHOD OF APPORTIONMENT OF THE SPECIAL TAXES**

Commencing with Fiscal Year 2022/23 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirements, and shall levy each Special Tax until the amount of a Special Tax equals the applicable Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Special Tax - Facilities

First: The Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Facilities for Developed Property to satisfy the Special Tax Requirement - Facilities.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Facilities is derived by the application of the Backup Special Tax – Facilities and shall be increased Proportionately from the Assigned Special Tax – Facilities up to the Maximum Special Tax – Facilities for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Facilities for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Facilities for Taxable Contingent Property.

Special Tax - Services

First: The Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Maximum Special Tax - Services for

Developed Property to satisfy the Special Tax Requirement - Services.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Undeveloped Property to satisfy the Special Tax Requirement - Services.

Third: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax – Services shall be levied Proportionately on all Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Services for Taxable Contingent Property.

Special Tax Requirement - Environmental

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Environmental for Developed Property to satisfy the Special Tax Requirement - Environmental.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Environmental is derived by the application of the Backup Special Tax – Environmental and shall be increased Proportionately from the Assigned Special Tax – Environmental up to the Maximum Special Tax – Environmental for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Environmental for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Environmental for Taxable Contingent Property.

E. EXEMPTIONS

1. No Special Taxes shall be levied on up to 50.46 Acres of Property Owner Association Property and Public Property for Zone A and up to 7.34 Acres of Property Owner Association Property and Public Property for Zone B. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, or Public Property.
2. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code prior to the first series of CFD No. 9 Bonds shall thereafter be exempt from the Special Tax - Facilities. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code after the first series of CFD No. 9 Bonds have been issued shall not be considered Welfare Exempt Property for the Special

Taxes - Facilities and shall not be exempt from Special Tax - Facilities.

3. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall thereafter be exempt from the Special Tax – Services, irrespective of whether Bonds have been issued.
4. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall not be exempt from the Special Tax - Environmental.
5. Property Owner Association Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Property Owner Association Property. Taxable Property Owner Association Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.
6. Public Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Public Property. Taxable Public Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.
7. Prior to 60 days before the issuance of the first series of CFD No. 9 Bonds, the CFD Administrator may increase or decrease the exempt Acres described in paragraph 1 to better reflect the actual tax-exempt acreage within CFD No. 9. However, notwithstanding the above, the final number of taxable Acres in CFD No. 9 shall not be decreased if it causes an increase in the Special Tax – Facilities or Special Tax - Environmental levied on any existing Assessor's Parcel of Developed Property.

F. APPEALS

Any property owner may file a written appeal of the Special Taxes with the CFD Administrator claiming that the amount or application of the Special Taxes is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Taxes to be modified or changed in favor of the

property owner, the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS

The City Council may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Taxes, method of apportionment, classification of Assessor's Parcels, or any definition used herein, as long as such correction does not materially affect the levy and collection of Special Taxes. In addition, the interpretation and application of any section of this document shall be at the City's discretion.

H. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD Administrator may, at the sole discretion of the City, directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner as necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on Assessor's Parcels of Taxable Property that are delinquent in the payment of the Special Tax.

I. PREPAYMENT OF SPECIAL TAX - FACILITIES

The following definition applies to this Section I:

"Future Facilities Amount" means, \$17,000,000, all Authorized Facilities financed or anticipated by the City to be financed by CFD No. 9, minus (i) the proceeds of any previously issued Bonds which were, at the time of issuance, available to the City for Authorized Facilities, (ii) the cost of Authorized Facilities or portions thereof previously paid for by Pay-As-You-Go Revenue, and (ii) cost of Authorized Facilities or portions thereof to be paid for by Pay-As-You-Go Revenue previously received and not yet spent. The Future Facilities Amount shall not be less than \$0.

"Maximum Special Tax Percentage to be Prepaid" means the percentage of the Maximum Special Tax - Facilities prepaid as determined by the CFD Administrator after application of the prepayment calculation set forth below.

"Previously Issued Bonds" means all Bonds that have been issued by CFD No. 9 prior to the date of prepayment.

1. Prepayment in Full

The Special Tax - Facilities obligation of an Assessor's Parcel of Developed Property, Taxable Contingent Property, or Undeveloped Property may be prepaid and permanently satisfied as described herein; provided that there are no delinquent installments of the Special Tax - Facilities with respect to such Assessor's Parcel at the time of prepayment. An owner of an

Assessor's Parcel intending to prepay the Special Tax - Facilities obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 45 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 75 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture. The CFD Administrator may charge a fee for providing this service.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	plus	Bond Redemption Amount
	plus	Redemption Premium
	plus	Defeasance Amount
	plus	Administrative Fees and Expenses
	less	Reserve Fund Credit
	less	<u>Capitalized Interest Credit</u>
Total:	equals	Special Tax Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Step Number:

1. Confirm that no Special Tax - Facilities delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property and Taxable Contingent Property compute the Assigned Special Tax - Facilities and Backup Special Tax - Facilities. For Assessor's Parcels of Undeveloped Property to be prepaid, compute the Assigned Special Tax - Facilities and Backup Special Tax - Facilities for that Assessor's Parcel as though it was already designated as Developed Property, based upon the number of expected Units to be developed on that Assessor's Parcel.
3. Divide the Assigned Special Tax - Facilities computed pursuant to Step 2 by the total estimated Assigned Special Tax - Facilities for CFD No. 9 based on the Developed Property Special Tax - Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax - Facilities obligation in full pursuant to Section I.1.
 - b. Divide the Backup Special Tax - Facilities computed pursuant to Step 2 by the total estimated Backup Special Tax - Facilities for CFD No. 9 based on the Developed Property Special Tax - Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax - Facilities obligation in full pursuant to Section I.1.
4. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond

Redemption Amount”).

5. Compute the current Future Facilities Costs.
6. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the total Future Facilities Costs to compute the amount of the Future Facilities Amount to be prepaid (the *“Future Facilities Amount”*).
7. Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the *“Redemption Premium”*).
8. Compute the amount needed to pay interest on the Bond Redemption Amount on the earliest redemption date for the Outstanding Bonds.
9. Compute the amount the Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
10. Subtract the amount computed pursuant to Step 9 from the amount computed pursuant to Step 8 (the *“Defeasance Amount”*).
11. Verify the administrative fees and expenses, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming the Outstanding Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the *“Administrative Fees and Expenses”*).
12. A reserve fund credit (the *“Reserve Fund Credit”*) shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to Steps 3.a or 3.b by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the *“Capitalized Interest Credit”*).
14. The Special Tax - Facilities prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10 and 11, less the amount computed pursuant to Steps 12 and 13 (the *“Prepayment Amount”*).
15. From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, 10, 12, and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds and make debt service payments. The amount computed

pursuant to Step 6 shall be deposited into the Construction Fund. The amount computed pursuant to Step 11 shall be retained by the City for the payment of Administrative Fees and Expenses.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment amount that is not \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

Any current-year Special Tax – Facilities that has been placed on the County tax roll will remain on the tax roll.

Notwithstanding the foregoing, no Special Tax - Facilities prepayment shall be allowed unless the amount of the Maximum Special Tax - Facilities that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax – Facilities may be partially prepaid, provided that a partial prepayment may be made after all authorized CFD No. 9 Bonds have been issued and only for Assessor's Parcels of Developed Property, or Taxable Contingent Property, and only if there are no delinquent Annual Special Taxes with respect to such Assessor's Parcel at the time of partial prepayment. The amount of the prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Special Tax - Facilities Prepayment Amount calculated according to Section I.1

F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax - Facilities.

The Special Tax - Facilities partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax - Facilities and the percentage by which the Special Tax - Facilities shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax - Facilities for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted according to Section I.1, and (ii) indicate in the records of CFD

No. 9 that there has been a partial prepayment of the Special Tax - Facilities and that a portion of the Special Tax - Facilities with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Special Tax - Facilities, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

J. TERM

The Special Tax - Facilities shall be levied commencing in Fiscal Year 2022/23 to the extent needed to satisfy the Special Tax Requirement – Facilities and shall not be levied after Fiscal Year 2065/66, however any Special Tax - Facilities that was lawfully levied for Authorized Facilities in or before Fiscal Year 2065/66 and that remains delinquent may be collected in subsequent years.

The Special Tax – Services shall be levied commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Special Tax Requirement – Services and shall be levied for as long as required to satisfy the Special Tax Requirement – Services.

The Special Tax – Environmental shall be levied commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Special Tax Requirement – Environmental and shall be levied for as long as the obligations associated with the Authorized Environmental Services are outstanding.

FUNDING AND ACQUISITION AGREEMENT

THIS FUNDING AND ACQUISITION AGREEMENT, dated as of October 5, 2021 (this “**Agreement**”), is by and between (i) the City of Oxnard, California (the “**City**”), acting on behalf of City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “**District**”), and (ii) MPL Property Holdings LLC, a Delaware limited liability company (the “**Owner**”).

RECITALS

WHEREAS, the City has undertaken proceedings to form the District, authorize the levy of, among others, facilities special taxes (the “**Special Tax - Facilities**”) within the District, and authorize the issuance of Bonds secured by such Special Tax - Facilities levied by the District pursuant to the Act to fund the acquisition and construction of the Public Facilities (as defined herein) and related costs and Authorized Fees. The City will use the proceeds of the Bonds and Special Tax - Facilities to, among other things, finance the payment of the Purchase Price of the Public Facilities and to pay the Authorized Fees.

WHEREAS, the Public Facilities and the facilities to be financed by the Authorized Fees are beneficial to the City, and the City and the Owner will benefit from a coordinated plan of financing, designing, engineering and constructing the Public Facilities and the payment of the Authorized Fees.

WHEREAS, the Owner and the City wish to finance the acquisition and construction of the Public Facilities and Authorized Fees and the payment therefor by entering into this Agreement for the financing of the acquisition of the Public Facilities and Authorized Fees and payment thereof as shown in Exhibit A hereto (as it may be amended and supplemented) with CFD Sources, including funds in the Acquisition and Construction Fund.

WHEREAS, the City has determined that it will obtain no advantage from undertaking the construction of the Public Facilities, and that the provisions of this Agreement require that the Public Facilities constructed by the Owner and completed after formation of the District be constructed as if they had been constructed under the direction and supervision of the City.

WHEREAS, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section I.1 Definitions. The following terms shall have the meanings ascribed to them in this Section 1.1 for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Fiscal Agent Agreement (as hereinafter defined).

“Acceptable Title” means title to land or interest therein, in form acceptable to the City, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, other than exceptions that do not materially interfere with the actual or intended use of the land or interest therein or as shall have otherwise been approved by the City.

“Acceptance Date” means the date the City approves a Payment Request.

“Acquisition and Construction Fund” means one or more funds identified as an Acquisition and Construction Fund, and any accounts established therein, established by a Fiscal Agent Agreement relating to the issuance of a series of Bonds, from which the Purchase Price of a Public Facility shall be paid or payment or reimbursement of an Authorized Fee shall be made.

“Act” means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code.

“Actual Cost” means the actual cost of a Public Facility, which cost may include: (i) the actual hard costs for the construction of such Public Facility, including labor, materials and equipment costs; (ii) the costs incurred in preparing the Plans for such Public Facility and the related costs of environmental evaluations of the Public Facility; (iii) the fees paid to governmental agencies for, and other costs incurred in connection with, obtaining permits, licenses or other governmental approvals for such Public Facility; (iv) professional costs associated with such Public Facility, such as engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; (v) costs directly related to the construction and/or acquisition of a Public Facility, such as costs of payment, performance and/or maintenance bonds, and insurance costs (including costs of any title insurance required hereunder); (vi) costs of construction management and supervision equal to five percent (5%) of the amount set forth in (i) above for a Public Facility; and (vii) the value of any real property or interests therein (**“Real Estate”**) that (1) are required for the development of any Public Facility such as temporary construction easements, haul roads, etc., or (2) are required to be conveyed with the Public Facility, in an amount equal to the actual cost of the Real Estate purchased from an independent third party or the fair market value of the land as reasonably determined by the City. Actual Cost shall not include any internal or overhead costs of the Owner other than the amount for construction management and supervision set forth in clause (vi) above.

“Affiliate” means any entity owned, controlled or under common ownership or control by or with the Owner and includes all general partners of any entity which is a partnership. Control

shall mean ownership of more than fifty percent (50%) of the voting power of or ownership interest in the respective entity.

“Agreement” means this Funding and Acquisition Agreement, together with any Supplement hereto.

“Authorized Fees” means the City of Oxnard Impact Fees that are described in Exhibit A attached hereto, which relate to public facilities with an estimated useful life of five years or more that the City or District are authorized by law to contribute revenue to, or construct, own, or operate.

“Bonds” means any series of bonds, notes or other indebtedness of the District issued to generate proceeds for deposit to the Acquisition and Construction Fund.

“CFD Sources” is defined in Section 2.2 herein.

“City” means the City of Oxnard, California.

“County” means the County of Ventura, California.

“Director” means the Director of Public Works of the City, or the written designee of such officer acting as such under this Agreement.

“District” means City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), a community facilities district organized and existing under the Act and the laws of the State of California.

“District Representative” means the City Manager of the City, or the written designee of such officer.

“Fiscal Agent” means the fiscal agent identified in a Fiscal Agent Agreement, or any successor thereto acting as fiscal agent under the Fiscal Agent Agreement.

“Fiscal Agent Agreement” means one or more fiscal agent agreements between the City and the Fiscal Agent, providing for, among other matters, the issuance of any series of Bonds and the establishment of an Acquisition and Construction Fund, as it may be amended or supplemented from time to time.

“Improvement Agreement” shall have the meaning set forth in Section 2.4 herein.

“Owner” means MPL Property Holdings LLC, a Delaware limited liability company, and its respective successors and assigns.

“Parties” mean the Owner and the City.

“Party” means either the City or the Owner.

“Payment Request” means (i) for Public Facilities, a document, substantially in the form of Exhibit B hereto, to be used in requesting a payment of a Purchase Price, and (ii) for the payment

of Authorized Fees, a document substantially in the form of Exhibit C hereto, to be used in requesting payment of Authorized Fees.

“Plans” means the plans, specifications, schedules and related construction contracts for any Public Facility approved pursuant to applicable standards of the City, inclusive of all change orders, if any.

“Project” means the development within the District commonly known as “Northshore at Mandalay Bay.”

“Public Facility” or **“Public Facilities”** means one or more of the public facilities described in Exhibit A hereto, as it may be amended or supplemented, which are to be owned, operated, and maintained by the City and are eligible to be financed out of the Acquisition and Construction Fund; provided in no event shall any payment be made for any Public Facility unless such Public Facility, as determined by the Director, (i) has been completed in accordance with the Plans therefor and (ii) is functional and capable of serviceable use for its intended purpose.

“Purchase Price” means the amount paid by the District for a Public Facility in an amount equal to the lesser of the Actual Cost or the value of such Public Facility, as determined in accordance with Section 4.4 herein.

“Rate and Method” means the rate and method of apportionment of special taxes approved for the District, which includes the Special Tax - Facilities.

“Risk Manager” shall mean the person acting in the capacity of Risk Manager for the City.

“Special Tax - Facilities” is defined in the Recitals.

“Supplement” means a written document amending, supplementing or otherwise modifying this Agreement and any exhibit hereto, including any amendments to the list of Public Facilities in Exhibit A, and/or the addition to Exhibit A of additional Public Facilities to be financed with CFD Sources, including the proceeds of the Bonds deposited in the Acquisition and Construction Fund.

ARTICLE II

FUNDING

Section II.1 Proceedings. The City shall conduct all necessary proceedings under the Act for the issuance, sale and delivery of each series of Bonds. Bonds may not be issued unless and until the City receives an executed notice from the Owner requesting such issuance. Upon the City’s receipt of such issuance notice, the Owner and the City staff will meet regarding the amount, timing and other material aspects of each series of the Bonds, but the legal proceedings and the series, principal amounts, rates, terms and conditions and timing of the sale of the Bonds shall in all respects be determined by the City Council of the City in consultation with the Owner, acting as the governing body of the District in conformance with this Agreement. Subject to the foregoing discretion of the governing body of the District, the District may issue one or more series of Bonds with maturities determined by the District with the advice of its financial adviser, in coordination

with the Owner's timing of development within the District, and subject to sound municipal finance practices and then current industry standards. Upon the City Manager's request, the Owner shall deposit funds with the City to pay for reasonable costs to be incurred by the City related to the issuance of such Bonds including, without limitation, appraisal, market absorption study, special tax consultant, bond and issuer's counsel, and city attorney and staff costs. Any funds deposited by the Owner and expended by the City shall be subject to reimbursement solely out of the proceeds of the applicable Bonds. Any unexpended funds deposited by the Owner with the City pursuant to this Section 2.1 and remaining on deposit with the City following the issuance of the applicable series of Bonds or the abandonment of efforts to issue such Bonds shall be returned to the Owner.

Section II.2 Bond Proceeds and Special Tax - Facilities. The City shall not be obligated to pay the Purchase Price of any Public Facility or any Authorized Fee, except from amounts on deposit in the Acquisition and Construction Fund(s), prepayments of Special Tax - Facilities that are collected for construction of Public Facilities or payment of Authorized Fees both before and after Bonds have been issued, and Special Tax - Facilities collected directly for the construction of Public Facilities or the financing of Authorized Fees (collectively, the "**CFD Sources**"). The City makes no warranty, express or implied, that the CFD Sources, and any investment earnings thereon, will be sufficient to pay the Purchase Price of all of the Public Facilities or the Authorized Fees. To the extent allowed under the Rate and Method, the City agrees that Special Tax - Facilities shall be levied on property in the District to pay directly for Public Facilities and Authorized Fees. Such Special Tax - Facilities levied and collected by the City and any prepayment of Special Tax - Facilities collected prior to the issuance of Bonds, following deduction for reasonable administrative expenses of the District, shall be held by the City and disbursed to pay the Purchase Price of Public Facilities or the Authorized Fees, and, upon the issuance of Bonds, such Special Tax - Facilities still held by the City shall be allocable for deposit in the Acquisition and Construction Fund.

Section II.3 Issuance of Bonds. It is anticipated that two or more series of Bonds will be issued. The term of each series of Bonds shall be determined by the District in its sole discretion with the advice of its municipal advisor. The total amount of the Bonds to be issued shall be based on projected annual Special Tax - Facilities upon buildout of the Project providing for funding of 110% of the combined scheduled debt service on all series of Bonds. Debt service for each series of Bonds shall increase by two percent each year. The priority for application of the proceeds of each series of Bonds shall be as follows:

(i) First Priority: To allocate such amount of capitalized interest for the Bonds up to 24 months or such lesser term requested by the Owner;

(ii) Second Priority: To deposit in the Cost of Issuance Fund (as defined in the Fiscal Agent Agreement) an amount sufficient to pay the costs of issuing the Bonds and reimbursing the Owner any deposits provided to the City for formation of the District and the issuance of Bonds, together with all other un-reimbursed costs incurred by the City to such date in connection with the issuance of the Bonds, as authorized under the Act;

(iii) Third Priority: To deposit to the Administrative Expense Fund (defined in the Fiscal Agent Agreement), an amount sufficient to fund administrative expenses for the initial fiscal year for the Bonds; and

(iv) Fourth Priority: To deposit to the Reserve Fund (defined in the Fiscal Agent Agreement), an amount sufficient to fund the reserve requirement for the Bonds; and

(v) Fifth Priority: To deposit all remaining Bond proceeds in the Acquisition and Construction Fund for financing of the Public Facilities and Authorized Fees, provided that the Authorized Fees shall account for no more than half of the aggregate Bond Proceeds in the Acquisition and Construction Fund.

Section II.4 Proceeds. The proceeds of each series of Bonds shall be deposited, held, invested, reinvested and disbursed as provided above and in the Fiscal Agent Agreement. A portion of the proceeds of the Bonds will be set aside in the Acquisition and Construction Fund. Moneys in the Acquisition and Construction Fund shall be deposited, held, invested, reinvested and disbursed therefrom in accordance with the provisions of the Fiscal Agent Agreement and the applicable provisions hereof for payment of all or a portion of the Purchase Price of the Public Facilities and the Authorized Fees, all as herein provided.

Unless otherwise requested in writing by the Owner prior to issuance of each series of Bonds, earnings on amounts in the Acquisition and Construction Fund shall be retained therein and shall be available to pay the Purchase Price of Public Facilities and Authorized Fees until either (i) all Public Facilities and Authorized Fees have been financed, as evidenced by a certificate provided by the Owner, or (ii) the Owner provides a certificate to the District indicating that the funds on deposit in the Acquisition and Construction Fund are sufficient to finance the remaining Public Facilities and Authorized Fees for which the Owner expects to submit a Payment Request, at which time any earnings shall be transferred to pay debt service on the Bonds. Earnings on amounts in the reserve fund(s) created under the Fiscal Agent Agreement shall be deposited in the Acquisition and Construction Fund.

The Owner acknowledges that any lack of availability of CFD Sources, including amounts in the Acquisition and Construction Fund, to pay the Purchase Price of any Public Facility or Authorized Fees, shall in no way diminish any obligation of the Owner with respect to the construction of or contributions for public facilities (including the Public Facilities), the payment of the Authorized Fees, and mitigation measures required in connection with the Project by any development or other agreement to which the Owner is a party, or any governmental approval to which the Owner is subject (collectively, the “**Improvement Agreements**”).

Section 2.5. Continuing Disclosure. The Owner agrees to comply, and to require each transferee or assignee to comply, with its continuing disclosure obligations entered into in connection with the issuance of Bonds.

ARTICLE III

CONSTRUCTION OF PUBLIC FACILITIES

Section III.1 Plans. To the extent and at the time required by the Improvement Agreements, the Owner shall cause Plans to be prepared for each Public Facility. The Owner shall obtain the written approval of the Plans in accordance with applicable ordinances and regulations of the City.

Section III.2 Construction. This Agreement shall not expand, limit or otherwise affect any obligation of the Owner under any Improvement Agreements. All Public Facilities shall be constructed in accordance with the Improvement Agreements and the approved Plans.

Section III.3 Relationship to Public Works. This Agreement is for the acquisition of and payment for the Public Facilities thereof by the City from CFD Sources and is not intended to be a public works contract. Notwithstanding the above, the City and the Owner agree that, by complying with this Agreement, the Public Facilities shall be deemed constructed by the Owner as if they had been constructed under the direction and supervision of the City. The Owner shall award all contracts for the construction of the Public Facilities to be constructed by the Owner as provided herein, and this Agreement is necessary to assure the timely and satisfactory completion of such Public Facilities.

From time to time at the request of the District, the District Representative or the Owner, the Owner and the Director and/or the District Representative, as applicable, shall meet and confer regarding matters arising hereunder with respect to the Public Facilities, the progress in constructing and acquiring the same, and as to any other matter related to the Public Facilities or this Agreement.

Section III.4 Labor Code Provisions. The Owner agrees to comply with the provisions of Sections 1720 et seq. of the Labor Code with respect to prevailing wages. In addition, the Owner represents and warrants that with respect to any and all contracts awarded prior to the date of this Agreement for any Public Facility, the Owner has complied with any applicable law or regulation for the payment of prevailing wages, including without limitation the provisions of Sections 1720 et seq. of the Labor Code with respect to prevailing wages.

Section III.5 Contractor. In performing this Agreement, the Owner is an independent contractor and not an agent or employee of the City. Except from the CFD Sources as provided in this Agreement, the City shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Owner.

Section III.6 Contracts and Change Orders. The Owner shall be responsible for entering into all contracts and any supplemental agreements (commonly referred to as “**change orders**”) required for the construction of the Public Facilities to be constructed by the Owner. The Owner shall be required to show evidence that the Owner complied with the procedures set forth in Exhibit “E” to this Agreement for the construction of each Public Facility for which the Owner submits a Payment Request.

Except for a contract for any Public Facility that pursuant to Section 53313.5 of the Act, was completed (as determined by and at the sole discretion of the Director) before the City Council's adoption on October 5, 2021 of Resolution No. ____ to establish the District, the Owner will represent and warrant that all contracts for Public Facilities for which the Owner submits a Payment Request were entered into pursuant to a public bid process consistent with Exhibit "E" of this Agreement.

Section III.7 Notice of Completion and Lien Releases. Upon completion of the construction of a Public Facility, the Owner shall notify the Director in writing of such completion and shall prepare and execute a Notice of Completion for such Public Facility in the form prescribed by Section 8182 of the California Civil Code (including without limitation, execution by the Owner as an owner, and recital of the name and address of the City as an owner of an interest as a vendee under a contract of purchase), and in a form acceptable to the Director, and shall record such notice in the Official Records of the County of Ventura. The Owner shall cause its contractors to provide unconditional lien releases for such Public Facility in accordance with Section 8138 of the Civil Code.

ARTICLE IV

ACQUISITION AND PAYMENT

Section IV.1 Inspection. No payment hereunder shall be made by the City to the Owner for a Public Facility until the Public Facility has been inspected by the City. Unless otherwise provided in a Supplement, the City shall make or cause to be made regular on-going site inspections of the Public Facilities to be acquired hereunder.

Section IV.2 Agreement to Sell and Purchase Public Facilities. The Owner hereby agrees to sell to the City (or a related entity as designated by the City), and the City (or a related entity designated by the City) hereby agrees to purchase from the Owner, the Public Facilities constructed by the Owner for their respective Purchase Prices, subject to the terms and conditions hereof. The purchase may also include the land underlying the Public Facility. The City shall not be obligated to purchase any Public Facility until the Public Facility is completed and the inspection of such Public Facility has occurred. Formal acceptance of the Public Facility by the City is not required as a condition for the payment of the Purchase Price of such Public Facility.

Section IV.3 Requests. In order to receive the Purchase Price for a completed Public Facility, inspection thereof under Section 4.1, if applicable, shall have been made and the Owner shall deliver to the District Representative and the Director: (i) a Payment Request in the form of Exhibit B hereto for such Public Facility, and (ii) (a) if the property on which the Public Facility is located is not owned by the City at the time of the request, a copy of the recorded documents conveying to the City Acceptable Title to the real property on, in or over which such Public Facility is located, as described in Section 5.1 hereof, (b) a copy of the recorded notice of completion of such Public Facility (meeting the requirements of Section 3.9), (c) an assignment of the warranties and guaranties for such Public Facility, as described in Section 5.5 hereof, in a form acceptable to the City, and (d) to the extent paid for with the proceeds of the Bonds, an assignment to the District of any reimbursements that may be payable with respect to the Public Facility, such as public or private utility reimbursements.

Section IV.4 Determination of Value for a Public Facility. The value of a Public Facility shall be equal to the (i) Actual Cost of construction of such Public Facility, and (ii) the value of the underlying land, if such land is conveyed to the City along with the Public Facility. The costs shown in Exhibit A are estimates only and shall not prevent the financing of the Actual Cost of the Public Facility.

1. Notwithstanding the above, the Purchase Price of a Public Facility shall exclude the value of any portion of the Public Facility which portion of the Public Facility, or its contemplated use, would make the Bonds “private activity bonds” under Section 141 of the Internal Revenue Code (unless taxable bonds are being issued), or would constitute an unconstitutional gift of public funds. Disputes by the Owner related to the determination of value shall be presented to and resolved by the City Manager.

Section IV.5 Payment Requests. Upon receipt of a Payment Request (and all accompanying documentation), the Director shall conduct a review in order to confirm that such request is complete, that such Public Facility identified therein was constructed substantially in accordance with the Plans therefor, and to verify and approve the Purchase Price of such Public Facility specified in such Payment Request. The Director shall conduct each such review in an expeditious manner and the Owner agrees to reasonably cooperate with the Director in conducting each such review and to provide the Director with such additional information and documentation as is reasonably necessary for the Director to conclude each such review. Within twenty (20) calendar days of receipt of any Payment Request, the Director shall notify the Owner whether such Payment Request is complete, and, if not, what additional documentation must be provided. If such Payment Request is complete, the Director will provide a written approval or denial of the request within thirty (30) calendar days of its submittal. If the Director disapproves any Payment Request, the Director shall provide written notice of disapproval to the Owner within such thirty (30) calendar day period stating in reasonable detail the reasons for such disapproval and the changes to the Payment Request necessary to obtain the Director’s approval. The Director’s review of any Payment Request shall be made on a Public Facility basis such that the Director shall approve for payment any Public Facilities covered by a Payment Request that comply with the requirements of this Agreement even if the Director disapproves other Public Facilities included as part of the same Payment Request. If the Director disputes the Actual Cost of any Public Facility covered by the Payment Request, the Director shall approve for payment a Purchase Price in an amount the Director determines is appropriate (which shall not be less than the amounts of contracts and change orders previously approved by the Director) and shall deliver notice of disapproval of the remaining amount. If the Director disapproves any revised Payment Request, the Director will provide a written notice of approval or denial to the Owner within fifteen (15) calendar days after receipt of the revised Payment Request, which notice shall describe in reasonable detail the reason for the denial, if applicable.

The Director shall only be entitled to withhold approval for payment of any Public Facility if (i) a notice of completion meeting the requirements of Section 3.9 has not been recorded for the Public Facility and final conditional lien releases for labor and materials provided in connection with such Public Facilities have not been submitted to the Director, (ii) the Public Facility has not been constructed substantially in accordance with the Plans, (iii) the Director disputes the Actual Cost of any Public Facility stated in the Payment Request, or (iv) the Owner is delinquent in paying its Special Tax – Facilities.

Nothing in this Agreement shall be deemed to prohibit the Owner from contesting in good faith the validity or amount of any mechanics' or materialman's lien nor limit the remedies available to the Owner with respect thereto so long as such delay in performance shall not subject the Public Facilities thereof to foreclosure, forfeiture or sale. In the event that any such lien is contested, the Owner shall only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director.

Section IV.6 Payment. Upon approval of the Payment Request (or any portion thereof) by the Director, the Director shall sign the Payment Request and forward the same to the District Representative. Upon receipt of the approved Payment Request, the District Representative shall, within five (5) business days of receipt of the approved Payment Request, cause the same to be paid, to the extent of CFD Sources, including funds then on deposit in the Acquisition and Construction Fund. Any approved Payment Request not paid due to an insufficiency of CFD Sources shall be paid promptly following the receipt of CFD Sources, including the deposit into the Acquisition and Construction Fund of additional proceeds of the Bonds, earnings on the Acquisition and Construction Fund or other funds transferred pursuant to the Fiscal Agent Agreement.

The Purchase Price paid hereunder (in any number of installments) for any Public Facility shall constitute payment in full for such Public Facility, including, without limitation, payment for all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished, or incurred for completion of such Public Facility, as specified in the Plans.

Section IV.7 Restrictions on Payments. Notwithstanding any other provisions of this Agreement, the following restrictions shall apply to any payments made to the Owner under Sections 4.5 and 4.6 hereof:

A. Amounts of Payments. Payments for each Public Facility will be made only in the amount of the Purchase Price for the respective Public Facility. The City agrees that the Actual Cost of a Public Facility may fluctuate from the estimated amounts. The City agrees that the Owner has the latitude to increase or decrease the reimbursement of a Public Facility, as the Purchase Price is determined.

Nothing herein shall require the City in any event (i) to pay more than the Purchase Price of a Public Facility; or (ii) to make any payment beyond the CFD Sources available from time to time for such Public Facilities. The Parties hereto acknowledge and agree that all payments to the Owner for the Purchase Prices of Public Facilities are intended to be reimbursed to the Owner for services provided or costs incurred by the Owner or moneys already expended or incurred by the Owner to third parties in respect of such Public Facilities.

B. Frequency. No more than one Payment Request shall be submitted in any calendar month although a Payment Request may relate to more than one Public Facility.

Section IV.8 Defective or Nonconforming Work. If any of the work done or materials furnished for a Public Facility are found by the Director to be defective or not in substantial

accordance with the applicable Plans: (i) if such finding is made prior to payment for the Purchase Price of such Public Facility hereunder, the Director may withhold payment therefor until such defect or nonconformance is corrected; or (ii) if such finding is made after payment of the Purchase Price of such Public Facility, the City and the Owner shall act in accordance with the applicable Improvement Agreement, if any.

Section IV.9 Modification of Public Facilities. The District, the City, and the Owner may make modifications in the composition and description of the Public Facilities whenever the District, the City, and the Owner deem such modifications to be appropriate. Any such modification shall be approved and implemented by the Director and the Owner executing a supplement to Exhibit A containing a description of the modified Public Facility. Upon the execution of any such supplement to Exhibit A, the description of the Public Facility in Exhibit A shall be deemed to have been modified in accordance therewith. Any such modification shall not diminish the overall public facilities to be provided pursuant to the Improvement Agreements.

Section IV.10 Expectations of the Parties. The City understands and agrees that (i) Owner will be constructing Public Facilities prior to the availability of CFD Sources that will be used to pay for such Public Facilities, (ii) the City may be inspecting such Public Facilities and processing and completing Payment Requests for the payment on such Public Facilities with knowledge that there may be insufficient CFD Sources available at such time, (iii) the Public Facilities may be conveyed to and accepted by the City when there are insufficient CFD Sources to pay the Purchase Prices of such Public Facilities, (iv) in any such case, the payment of any approved payment requests for the Purchase Prices of such Public Facilities will be deferred until there are CFD Sources available to pay all or part of the Purchase Prices of such Public Facilities, and (v) the City shall make payments from time to time in as many installments as necessary as additional CFD Sources become available until such time as the entire Purchase Price of a Public Facility is paid in full. At all times, Owner will be constructing such Public Facilities with the expectation that the Purchase Prices for such Public Facilities will be paid from the CFD Sources. The conveyance of Public Facilities to the City prior to receipt of the Purchase Prices for such Public Facilities shall not be construed as a dedication or gift, or a waiver of the payment of the Purchase Prices, or any part thereof, for such Public Facilities.

ARTICLE V

OWNERSHIP AND TRANSFER OF PUBLIC FACILITIES

Section V.1 Conveyance of Land and Easements for the City. Acceptable Title to all property on, in or over which each Public Facility to be acquired by the City will be located, shall be conveyed to the City by way of grant deed, quitclaim, or dedication or irrevocable offer of dedication of such property, or easement thereon, in accordance with the applicable Improvement Agreement, if any. The Owner agrees to provide the City such documents as are required to obtain Acceptable Title with respect to these Public Facilities funded pursuant to this Agreement. Conveyance (but not acceptance) of title to land shall be accomplished prior to the payment of the Purchase Price for a Public Facility.

Section V.2 Evidence and Insurance. Within fifteen (15) calendar days following the request of the City, the Owner shall furnish to the City a preliminary title report for such land not

previously dedicated or otherwise conveyed to the City, for review and approval prior to the transfer of Acceptable Title to a Public Facility to the City. Within ten (10) calendar days thereafter, the Director shall approve the preliminary title report unless it reveals a matter which, in the judgment of the Director, could materially affect the City's use of any part of the property or easement covered by the preliminary title report for the purpose for which such property or easement is being conveyed. In the event the Director does not approve the preliminary title report, the City shall not be obligated to accept title to such Public Facility or pay the Purchase Price for such Public Facility until such objections to title have been cured to the satisfaction of the Director. The failure of the Director to provide written approval to the Owner shall be deemed to be a disapproval.

Section V.3 Facilities Constructed on Private Lands. If any Public Facilities to be acquired are located on privately-owned land, the owner thereof shall retain title to the land and the completed Public Facilities until acquisition of the Public Facilities under Article V hereof. Pending the completion of such transfer and where the Owner has received any payment for any such Public Facility, the Owner shall be responsible for maintaining the land and any Public Facilities in good and safe condition.

Section V.4 Facilities Constructed on City Land. If the Public Facilities to be acquired are on land owned by the City, the City hereby grants to the Owner a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Public Facilities. The provisions for inspection and acceptance of such Public Facilities otherwise provided herein shall apply.

Section V.5 Maintenance and Warranties. The Owner shall maintain each Public Facility constructed by the Owner in good and safe condition until the Acceptance Date of the Public Facility. Prior to the Acceptance Date, the Owner shall be responsible for performing any required maintenance on any Public Facility constructed by the Owner. On or before the Acceptance Date of the Public Facility, the Owner shall assign to the City, to the extent assignable, all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Public Facility. After the Acceptance Date, the Owner shall not be responsible for maintaining such Public Facility. Any warranties, guarantees or other evidences of contingent obligations of third parties with respect to the Public Facilities to be acquired by the City shall be delivered to the Director as part of the transfer of title.

ARTICLE VI

AUTHORIZED FEES

Section VI.1 Payment of Authorized Fees.

A. Request for Payment of Authorized Fees. The Owner may request payment of Authorized Fees from the CFD Sources by executing and submitting to the Director a request for payment in substantially the form of Exhibit C attached hereto and shall include such supporting documentation to substantiate such request as the City may require. Upon receipt of such payment request, the City shall pay, or cause to be paid, the Authorized Fees requested in such payment request in accordance with this Agreement and to the extent of such CFD Sources.

B. City Response to Request for Payment of Authorized Fees. Within thirty (30) days of receipt of any request for payment of Authorized Fees, or such longer period to which the City and the Owner may agree, the Director shall review such request and advise the Owner in writing whether the request is approved or denied. If the request is denied, in whole or in part, the written denial shall set forth the reasons for denial. The Owner shall be entitled to resubmit any request or portion thereof so denied if it is able to address the reasons for the denial.

C. Payment of Authorized Fees in Advance of Availability of CFD Sources. The Owner (or merchant builder) may be required pursuant to the Conditions of Approval or the fee ordinance to pay the Authorized Fees prior to the availability of the CFD Sources to pay such Authorized Fees. In the event such Authorized Fees are paid prior to the availability of the CFD Sources, the amounts paid to the City shall be deemed to be deposits (each a “Deposit”) that are subject to refund by the City to Owner in the manner set forth in subsection (D) of this Section. The City shall place each Deposit in a capital facilities account(s), which may be held by the Fiscal Agent. The Owner and the City represent that the Deposits are not available as a permanent source of funds to pay the Authorized Fees. The Owner acknowledges that the City may finance Authorized Fees with proceeds of tax-exempt bonds only if the City can meet certain requirements of federal tax law.

D. Return of Deposits. If the Owner (or a merchant builder) has made any Deposits to the City, then following deposit of CFD Sources with the City for the corresponding Authorized Fees, the City shall return to the Owner from the capital account in which the Deposits were deposited the Deposits not previously returned, without interest or other earnings thereon. The City shall be obligated to return such Deposits only to the extent that an equivalent amount of the Deposits to be returned is deposited with the City from the CFD Sources. The Deposits may be returned from time to time as additional CFD Sources become available.

E. Deposits Allocated First. CFD Sources used to pay Authorized Fees shall be allocated first for return of all Deposits prior to being allocated to the payment of Authorized Fees not previously deposited by the Owner (or merchant builder). Any CFD Sources applied to Authorized Fees after returning the Deposits shall constitute a prepayment of the Authorized Fees, and proper credit shall be given for the Authorized Fees to the extent of such prepayment.

F. Application of Deposits. Any Deposits that have not been returned to the Owner at the time it is determined that there will be no further CFD Sources available (now or in the future), shall be retained by the City and may be used for the purposes for which the Authorized Fee was required, and the unrefunded Deposits shall constitute full and final payment for such Authorized Fees, without any increase of any kind.

The parties agree that, although the parties intend to use CFD Sources to finance Authorized Fees as set forth in this Section 6.1, nothing in this Section 6.1 is intended to limit the use by the City of any Deposits for the purposes for which the Authorized Fees were imposed. The City shall reimburse the Owner for any Deposits made in accordance with this Agreement even if the City has expended the Deposits for their intended purpose.

G. Expectations. The Owner (or a merchant builder) may pay Authorized Fees (as Deposits) prior to the availability of CFD Sources to pay such Authorized Fees. Any Authorized Fees paid (as Deposits) by the Owner shall be made with the understanding that such Deposits will be returned from the CFD Sources if, and when, such CFD Sources become available. The payment of Deposits prior to the availability of the CFD Sources shall not be construed as a dedication or gift of the Authorized Fees, or a waiver of the return of the Deposits, it being the intention that the Authorized Fees be paid by the CFD Sources to the extent of the CFD Sources.

ARTICLE VII INSURANCE

Section VII.1 Requirements. The Owner shall, at all times prior to the final Acceptance Date of all Public Facilities, maintain, deliver to the City evidence of and keep in full force and effect, or cause to be maintained, delivered to the City evidence of and kept in full force and effect, the insurance policies and endorsements required pursuant to the Improvement Agreements or if a Public Facility is not subject to an Improvement Agreement, the insurance policies meeting the coverage requirements set forth in Section 6.1.J. below.

A. Time for Compliance. The Owner shall not commence any physical work on the Public Facilities until it has provided evidence satisfactory to the Risk Manager that it has secured all insurance required under this Section 6.1. In addition, the Owner shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section 6.1. Any insurance policy or endorsement required pursuant to this Section 6.1 shall be procured by the Owner at its expense (but subject to reimbursement to the extent permitted as an Actual Cost).

B. Insurance Endorsements. The insurance policies required pursuant to this Section 6.1 (including any insurance policy required pursuant to any Improvement Agreement) shall contain the following provisions, or the Owner shall provide endorsements on forms supplied or approved by the Risk Manager to add the following provisions to its insurance policies:

1. General Liability. (a) The City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers shall be covered as additional insureds with respect to the construction of the Public Facilities or operations performed by or on behalf of the Owner, including materials, parts or equipment furnished in connection with such work; (b) the insurance coverage shall be primary and non-

contributing insurance as respects the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Owner's scheduled underlying coverage; and (c) any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers. Any insurance or self-insurance maintained by the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers shall be excess of the Owner's insurance and shall not be called upon to contribute with it.

2. Automobile Liability. (a) The City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Owner or for which the Owner is responsible; (b) the insurance coverage shall be primary insurance as respects the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Owner's scheduled underlying coverage; and (c) any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, consultants, agents and volunteers shall be excess of the Owner's insurance and shall not be called upon to contribute with it in any way.

3. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Owner.

4. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (a) coverage shall not be suspended, voided, reduced (in coverage or in limits) or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Risk Manager; and (b) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers.

Liability coverage shall not be limited to the vicarious liability or supervising role of any additional insured nor shall there be any limitation with the severability clause. Coverage shall contain no limitation endorsements and there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment related practices. All liability insurance shall be on an occurrence basis. Insurance on a claims made basis will be rejected. There shall be no cross policy exclusion.

C. Separation of Insureds; No Special Limitations. All insurance required by this Section 6.1 shall contain standard separation of insureds provisions. In addition, such

insurance shall not contain any special limitations on the scope of protection afforded to the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers.

D. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by the Owner shall also procure and maintain, for a period of five (5) years following acceptance (pursuant to the terms of this Agreement) of all Public Facilities, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence.

E. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. The Owner shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, the District, and their respective Councilmembers, officers, directors, officials, employees, consultants, agents, and volunteers; or (2) the Owner shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

F. Acceptability of Insurers. Insurance is to be placed with insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+:VII." Self-insurance will not be considered to comply with these insurance specifications.

G. Verification of Coverage. The Owner shall furnish the City with certificates of insurance and endorsements, duly authenticated, evidencing coverage required by this Agreement on forms satisfactory to the Risk Manager and with other evidence of coverage as may be reasonably required by the Risk Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Risk Manager. All certificates and endorsements must be received and approved by the Risk Manager before work commences. The Risk Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Reduction, Cancellation, Void or Suspended Policy. In the event that any required insurance is reduced in coverage, canceled for any reason, voided or suspended, the Owner agrees that the City may arrange for insurance coverage as specified, and the Owner further agrees that administrative and premium costs may be deducted from any deposits or bonds the City may have, or from the Acquisition and Construction Fund under the Fiscal Agent Agreement. A reduction or cancellation will cause a halt to payment for any Public Facilities until the insurance is reestablished.

I. Subcontractors. All contractors and subcontractors shall meet the requirements of this Section 6.1 before commencing any physical work on the Public Facilities. The Owner shall also require all of its contractors and subcontractors to procure and maintain the same insurance required for Owner hereunder until acceptance (pursuant to the terms of this Agreement) of all Public Facilities. In addition, the Owner shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor, in form and substance acceptable to the Risk Manager, prior

to the contactor and subcontractor entering the job site. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein.

J. Minimum Requirements. If any Public Facility is not subject to an Improvement Agreement, the Owner shall procure and maintain, until acceptance pursuant to the terms of this Agreement of all such Public Facilities, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work covered by this Agreement by the Owner, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following:

(a) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);

(b) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto);

(c) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and

(d) *Builders' All Risk:* Builders' All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City).

2. Minimum Limits of Insurance. The Owner shall maintain limits no less than:

(a) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to each construction contract for a Public Facility that is separately bid and shall be \$2,000,000. If multiple Public Facilities are aggregated under one construction contract, the Risk Manager may in its sole discretion require a higher general aggregate limit;

(b) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage;

(c) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and

(d) *Builders' All Risk:* Completed value of the project.

The foregoing requirements as to the insurance coverage to be maintained by the Owner are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Owner under this Agreement.

Section VII.2 Evidence of Insurance. The Owner shall furnish to the City, from time to time upon request, a certificate of insurance regarding each insurance policy required to be maintained by the Owner hereunder.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section VIII.1 Covenants and Warranties of the Owner. MPL Property Holdings LLC represents and warrants as to themselves for the benefit of the City as follows:

A. Organization. The Owner is in compliance in all material respects with the laws of its state of organization, and has the limited liability company power and authority to own its property and assets and to carry on its business as now being conducted and as now contemplated.

B. Authority. The Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Owner.

C. Binding Obligation. This Agreement is a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

D. Financial Records. Until one year after the final acceptance of all the Public Facilities, the Owner covenants to maintain proper books of record and account for the construction of the Public Facilities and all costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on reasonable notice.

E. Plans. The Owner represents that it has obtained or will obtain approval of the Plans for the Public Facilities constructed by the Owner from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Owner further agrees that the Public Facilities constructed by the Owner have been or will be constructed in compliance with such approved Plans and any supplemental agreements (change orders) thereto, as approved in the same manner.

Section VIII.2 Indemnification and Hold Harmless. The Owner and its successors and assigns shall assume the defense of, indemnify, protect and save harmless the City, the District, and each of their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers (each an “**Indemnified Party**”), and each and every one of them (including independent contractors who serve as the City’s or District’s officers or officials), from and against all suits, actions, or other legal proceedings, demands, damages, injuries, claims, losses, causes of action, liabilities, costs, or expenses of every type and description to which they may be subjected or put, whether known or unknown, existing or potential, anticipated or unanticipated, in law or equity, to property or persons, including wrongful death, by reason of, or resulting or in any manner arising from or incident to, the performance by the Owner (or any of its officers, members, agents, servants, employees, contractors, subcontractors, materialmen, or

suppliers) of its obligations under this Agreement, the construction of the Public Facilities (including, but not limited to, failure of the Owner to pay any amount due to any contractor hired by the Owner for the construction of any Public Facility and any fines or penalties arising therefrom, and all damages to property or personal injury by reason of, or in the course of, performing work, which may be caused by any willful or negligent act or omission by the Owner or any of the Owner's employees, or any subcontractor), or the presence of any hazardous materials on or in any land conveyed by the Owner to the City hereunder (but excluding hazardous materials which are introduced in or on such land by an Indemnified Party or after the expiration of the period for which the Owner is responsible for maintenance of the related Public Facility pursuant to Section 5.5. hereof), or an alleged misstatement or omission of fact relating to the Owner or its development of the property within the District in those portions of any official statement for the District or the Bonds that are set forth in each Letter of Representations executed by the Developer in connection with each issuance of Bonds (including, if applicable, any statement regarding the presence of any hazardous materials or endangered species thereon or therein), including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. No provision of this Agreement shall in any way limit the extent of the Owner's responsibility for payment of damages resulting from the operations of the Owner and its contractors, subcontractors and servants; provided, however, that the Owner shall not be required to indemnify an Indemnified Party as to damages resulting from the negligence or willful misconduct of an Indemnified Party in performing its obligations under this Agreement.

The Owner shall defend, at the Owner's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City or the District, or their respective directors, officials, officers, employees, consultants, agents or volunteers. The Owner shall pay and satisfy any judgment, award or decree that may be rendered against City or the District, or their Councilmembers, directors, officials, officers, employees, consultants, volunteers or agents, in any such suit, action or other legal proceeding. The Owner shall reimburse City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents and/or volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

The City and District do not, and shall not, waive any rights against the Owner which either may have by reason of the aforesaid hold harmless agreements because of the acceptance by the City, or deposit with the City by the Owner of any insurance policies described in Section 6.1. The aforesaid hold harmless agreement by the Owner shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reasons of any of the aforesaid operations of the Owner, or any contractor, subcontractor or servant, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

Except for the negligence or willful misconduct of the Indemnified Parties, no act by the City, the District, or their respective representatives in processing or accepting any plans, in releasing any bond, or in inspecting or accepting any work, shall in any respect relieve the Owner or anyone else from any legal responsibility, obligation or liability it might otherwise have.

The indemnification and hold harmless provisions of this Section 7.2 shall survive the termination of this Agreement, the completion of construction of the Public Facilities, and the conveyance of title thereto to the City.

No provision of this Agreement shall in any way limit the Owner's responsibility for payment of damages resulting from the operations of the Owner and its agents, employees or contractors.

ARTICLE IX

DEFAULT AND REMEDIES

Section IX.1 Default Remedies. Failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "**Default**" under this Agreement. A Party claiming a Default shall give written notice of Default (a "**Notice of Default**") to the other Party specifying such Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in Default if such party within thirty (30) days from receipt of such Notice of Default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

Section IX.2 Institution of Legal Actions. The Parties shall be entitled to seek any remedy available at law and in equity for the other Party's Default. All legal actions must be instituted in the Superior Court of the County of Ventura, State of California, or in the United States District Court for District of California in which Ventura County is located.

Section IX.3 Acceptance of Service of Process. In the event that any legal action is commenced by the Owner against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the City against the Owner, service of process on the Owner shall be made in such manner as may be provided by law.

Section IX.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

Section IX.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section IX.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

Section IX.7 Attorneys' Fees. In any action between the Parties to interpret, enforce, reform, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and reasonable attorneys' fees.

ARTICLE X

GENERAL

Section X.1 Mutual Consent. This Agreement may be terminated by the mutual written consent of the City and the Owner, and all or any portion of the CFD Sources, including moneys in the Acquisition and Construction Fund, may be used to pay for same, and the Owner shall have no claim or right to any further payments for the Purchase Price of Public Facilities or Authorized Fees, except as otherwise may be provided in such written consent.

Section X.2 Audit. The City shall have the right, during normal business hours and upon the giving of five (5) business days' prior written notice to the Owner, to review all books and records of the Owner at the Owner's place of business pertaining to costs and expenses incurred by the Owner in relation to any of the Public Facilities, and any bids taken or received for the construction thereof or materials therefor.

Section X.3 Notices, Demands and Communications Between the Parties. Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one Party to another (collectively, "Notices") may be personally delivered (including by commercial courier service), transmitted by facsimile (FAX) transmission, deposited with the United States Postal Service for mailing, postage prepaid, or sent by overnight delivery to the address of the other Party as stated in this Section, and shall be deemed to have been given or sent at the time of personal delivery or FAX transmission or sent electronically provided that the sender receives an electronic confirmation of receipt, or, if mailed, on the third day following the date of deposit in the course of transmission with the United States Postal Service or if sent by overnight delivery, on the day following its deposit with the overnight carrier. Notices shall be sent as follows:

If to the City:

City of Oxnard
Attn: City Manager
300 West Third Street, 3rd Floor
Oxnard, California 93030

with copy to:

City Attorney
City of Oxnard
305 West Third Street, Suite 100E
Oxnard, California 93030

If to the Owner:

MPL Property Holdings LLC
Attn: Scott Bordogna
787 Sevent Avenue, 50th Floor
New York, NY 10019
Email: sbordogna@gtispartners.com

MPL Property Holdings LLC
Attn: Thomas Feldstein
1808 Wedemeyer Street, Suite 324
The Presidio
San Francisco, CA 94129
Email: tfeldstein@gtispartners.com

With Copy to:

Holland & Knight LLP
Attn: Robert M. Haight Jr.
50 California Street, Suite 2800
San Francisco, California 94111
email address: robert.haight@hklaw.com

Section X.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The Owner may assign its rights pursuant to this Agreement to a purchaser (an “**Assignee**”) of a portion or portions of the property which is/are located within the District (the “**Property**”) only with the prior written consent of the City and the District, which consent shall not be unreasonably withheld. In connection with any such consent of the City or the District, the City or the District, as applicable, may condition its consent upon the acceptability of the relevant experience and financial condition of the proposed assignee, the assignee’s express assumption of all obligations of the Owner hereunder, and/or upon any other factor which the City or District, as applicable, deems relevant in the circumstances. If any such factors may adversely affect the security for the Bonds, as determined by the City and the District, in their sole discretion after consultation with the City’s and/or District’s municipal advisor, bond counsel, and underwriters, the City’s withholding or conditions of such consent shall be deemed to be reasonable. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned, and shall not be effective until approved in writing by the City and the District. Subject to the foregoing, the Owner may assign to the Assignee the responsibility for the construction of all or a portion of the Public Facilities which remain to be constructed and the right to receive payment of the Purchase Price for Public Facilities previously completed by the Owner. The Owner and Assignee shall provide to the City such reasonable proof as the City may require that such Assignee is the purchaser of the Property within the District. Such Assignee shall, as a condition to receiving payment of a Purchase Price, enter into an assignment and assumption agreement with the City and the Owner, in the form attached hereto as Exhibit D, whereby such Assignee agrees, except as may be otherwise specifically provided therein, to assume the obligations of the Owner pursuant to this Agreement with respect to such Public Facilities, and to be bound thereby. No assignment, whether or not consented to by the City and the District, shall release the Owner from its obligations and liabilities

under this Agreement unless such release is expressly agreed to by the City and the District in writing, which shall not be unreasonably withheld.

Section X.5 Relationship Between the City and the Owner. It is hereby acknowledged by the Owner that the relationship between the City and the Owner is not that of a partnership or joint venture and that the City and the Owner shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Project.

Section X.6 No Third Party Rights. The Parties intend that no rights or remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

Section X.7 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

Section X.8 Other Agreements. The obligations of the Owner hereunder shall be that of a Party hereto. Nothing herein shall be construed as affecting the City's or the Owner's rights, or duties to perform their respective obligations, under Improvement Agreements, other agreements, use regulations or subdivision requirements relating to the development of the property within the District. This Agreement shall not confer any additional rights, or waive any rights given, by either Party hereto under any development or other agreement to which they are a party.

Section X.9 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

Section X.10 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties.

Section X.11 No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

Section X.12 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

Section X.13 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision,

condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section X.14 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day a Payment Request is received), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “**holiday**” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. The term “**business day**” shall mean any day other than a holiday or Saturday or Sunday. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

Section X.15 Legal Advice. Each Party represents and warrants to the other the following: it has carefully read this Agreement, and in signing this Agreement it does so with full knowledge of any right which it may have; it has received independent legal advice from its respective legal counsel as to the matter set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section X.16 Cooperation. Each Party agrees to reasonably cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

Section X.17 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

Section X.18 Non-Liability of Officials and Employees of the City. No Councilmember, official, officer or employee of the City shall be personally liable to the Owner, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement. The Owner hereby waives and releases any and all claims it may have against the Councilmembers, officials, officers or employees of the City with respect to any Default or breach by the City under this Agreement or for any amount under this Agreement which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

Section 10.19 Notice of Special Tax. The Owner, or the successor or assigns of the Owner, shall prepare and provide written notice to all potential purchasers or lessees, if the special taxes are to be passed through to such lessees, of lots in the form prescribed by California Government Code Section 53341.5 advising the potential owner or lessee, as applicable, of the fact of the proposed or confirmed District, with said document being executed by the potential purchaser or lessee, as applicable. Such notice shall be provided to the potential purchaser or lessee, as

applicable, before the potential purchaser becomes contractually committed to purchase the lot or the lessee enters into the lease of the lot so that the potential purchaser or lessee, as applicable, may knowingly consider the impact of the special tax in the decision to purchase or lease the lot.

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

FOR CITY OF OXNARD:

By: _____
Alexander Nguyen, City Manager

ATTEST:

By: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer, City Attorney

FOR OWNER:

MPL PROPERTY HOLDINGS LLC,
a Delaware Limited Liability Company

By: GTIS-Mandalay LLC, a Delaware limited liability company, its managing member

By: River Blocker I LLC, its administrative member

By: GTIS US Residential Strategies Parallel Fund LP, its sole member

By: GTIS US Residential Strategies Fund GP LLC, its general partner

By: _____

Name: _____

Title: _____

EXHIBIT A
ELIGIBLE PUBLIC FACILITIES LIST AND AUTHORIZED FEES

	Estimated Cost
City of Oxnard Impact Fees ¹	
Sewer Connection Fee	\$1,534,752
Water System Connection Fee (3/4" Meter)	\$914,836
Storm Drain Fee	\$561,630
Traffic Circulation Fee	\$2,344,760
Quimby Fees	\$1,762,862
Growth Requirement Capital Fee	\$1,198,967
Parks and Recreation Fee	\$73,000
Public Art Program	<u>\$206,718</u>
Total Estimated City of Oxnard Impact Fees	\$8,597,525
City of Oxnard Improvements ²	
Sewer Lift Station	\$1,500,000
On-Site Water Improvements	\$1,381,304
Harbor Blvd. and 5 th Street (Streets/SD)	<u>\$4,516,007</u>
Total Estimated City of Oxnard Improvements	\$7,397,311

1 Reflects the City of Oxnard Development Impact Fees in effect for entitled property through July 19, 2021. These are estimates only and the CFD is authorized to finance the Impact Fees in the amount required at the time of payment.

2 These costs are estimates only. The CFD may finance the Actual Cost of the Facilities.

EXHIBIT B
PAYMENT REQUEST NO. _____

The undersigned _____ (the “**Owner**”) hereby requests payment in the total amount of \$ _____ for the Public Facility (as defined in the Funding and Acquisition Agreement, dated as of October 5, 2021 (the “**Agreement**”), by and between the City of Oxnard (the “**City**”) and MPL Property Holdings LLC, a Delaware limited liability company, and described in Exhibit A to that Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City and the District as follows (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement):

1. He/She is a duly authorized officer of the Owner, qualified to execute this Payment Request for payment on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. To the extent that this Payment Request is with respect to a completed Public Facility, the Owner has submitted or submits herewith to the City, if applicable, as-built drawings or similar plans and specifications for the items to be paid for as listed in Attachment 1 hereto with respect to any such Public Facility, and such drawings or plans and specifications, as applicable, are true, correct and complete.

3. All costs of the Public Facilities for which payment is requested hereby are Actual Costs (as defined in the Agreement referenced above) and have not been inflated in any respect. The items for which payment is requested have not been the subject of any prior payment request submitted to the City.

4. Supporting documentation (such as third party invoices, lien releases and cancelled checks) is attached with respect to each cost for which payment is requested.

5. The Public Facilities for which payment is requested was constructed in accordance with the requirements of the Agreement and in compliance with any applicable prevailing wage requirements.

6. The Owner is in compliance with the terms and provisions of the Agreement and no portion of the amount being requested to be paid was previously paid.

7. The Purchase Price for the Public Facilities (a detailed calculation of which is shown in Attachment 1 hereto for each Public Facility) has been calculated in conformance with the terms of Section 4.4 of the Agreement.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

OWNER:

MPL PROPERTY HOLDINGS LLC,
a Delaware Limited Liability Company

By: GTIS-Mandalay LLC, a Delaware limited liability company, its managing member

By: River Blocker I LLC, its administrative member

By: GTIS US Residential Strategies Parallel Fund LP, its sole member

By: GTIS US Residential Strategies Fund GP LLC, its general partner

By: _____

Name: _____

Title: _____

Dated: _____

CITY:

Payment Request Approved for Submission to
City Manager

By: _____

Director of Public Works

Amount Approved: \$ _____

Date: _____

Payment Request Approved for Submission to
Fiscal Agent

By: _____

City Manager

Amount Approved: \$ _____

Date: _____

ATTACHMENT 1

**SUMMARY OF PUBLIC FACILITIES
TO BE ACQUIRED AS PART OF PAYMENT REQUEST NO. _____**

<u>Ref. No.</u>	<u>Public Facility</u>	<u>Actual Cost</u>	<u>Disbursement Requested</u>
-----------------	------------------------	--------------------	-----------------------------------

[List here all Public Facilities for which payment is requested,
and attach support documentation]

EXHIBIT C**FORM OF PAYMENT REQUEST
(Authorized Fees)**

The undersigned _____ (the “**Owner**”) hereby requests payment in the total amount of \$ _____ for Authorized Fees (as defined in the Funding and Acquisition Agreement, dated as of October 5, 2021 (the “**Agreement**”), by and between the City of Oxnard (the “**City**”) and MPL Property Holdings LLC, a Delaware limited liability company, and described in Exhibit A to that Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City and the District as follows (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement):

1. The undersigned is an authorized representative of the Owner, qualified to execute this request for payment on behalf of the Owner and knowledgeable as to the matters set forth herein.
2. Each fee listed on Attachment 1 is an Authorized Fee as defined in the Acquisition Agreement.
3. Authorized Fees represented by a Deposit previously made by the Owner (or merchant builders) with the City are identified on Attachment 1, and such Deposits are hereby requested to be returned to the Owner from the capital account in which the Deposits were deposited.
- 4 Supporting documentation (such as receipts) is attached with respect to each cost for which payment is requested.
5. The Owner is in compliance with the terms and provisions of the Acquisition Agreement and no portion of the amount being requested to be paid was previously paid.
6. The Owner represents that it has satisfied the conditions specified in the Acquisition Agreement for the payment of Authorized Fees.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

OWNER:

MPL PROPERTY HOLDINGS LLC,
a Delaware Limited Liability Company

By: GTIS-Mandalay LLC, a Delaware limited liability company, its managing member

By: River Blocker I LLC, its administrative member

By: GTIS US Residential Strategies Parallel Fund LP, its sole member

By: GTIS US Residential Strategies Fund GP LLC, its general partner

By: _____

Name: _____

Title: _____

Date: _____

CITY:

Payment Request Approved for Submission to
City Manager

By: _____
Director of Public Works

Amount Approved: \$ _____

Date: _____
Payment Request Approved for Submission to
Fiscal Agent

By: _____

City Manager

Amount Approved: \$ _____
Date: _____

ATTACHMENT 1

Identity of Authorized Fee	Amount	Represented by Deposit Held by the City
Total		

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to a Funding and Acquisition Agreement dated as of October 5, 2021 (the “**Agreement**”) by and between the City of Oxnard (“**City**”) and MPL Property Holdings LLC, a Delaware limited liability company, which Agreement is hereby incorporated herein by this reference, and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agree as follows:

1. The assignment and assumption provided for under this Assignment and Assumption Agreement (“**Assignment**”) is made together with the sale, transfer or assignment of all or a part of the property subject to the Agreement. The property sold, transferred or assigned together with this Assignment is included within the District and described in “Attachment 1” attached hereto and incorporated herein by this reference (the “**Subject Property**”).

2. _____, as the assignor hereof (the “**Assignor**”) hereby grants, sells, transfers, conveys assigns and delegates to _____ (“**Assignee**”), all of Assignor’s rights, title, interest, benefits, privileges, duties and obligations arising under or from the Agreement with respect to the Subject Property and the Public Facilities authorized to be funded with respect to the District except for the following: _____.

3. Assignee hereby accepts the foregoing assignment and unconditionally assumes and agrees to perform all of the duties and obligations of Assignor arising under or from the Agreement as owner of the Subject Property and the Assignor shall be released with respect to such obligations.

4. The sale, transfer or assignment of the Subject Property and the assignment and assumption provided for under this Assignment are the subject of additional agreements between Assignor and Assignee. Notwithstanding any term, condition or provision of such additional agreements, the rights of the City arising under or from the Agreement and this Assignment shall not be affected, diminished or defeated in any way, except upon the express written agreement of the City.

5. Assignor and Assignee execute this Assignment pursuant to Section 9.4 of the Agreement, and the City evidences its consent to this Assignment by signing below.

IN WITNESS WHEREOF, the parties have executed this Assignment on _____.

ASSIGNOR:

MPL PROPERTY HOLDINGS LLC,
a Delaware Limited Liability Company

By: GTIS-Mandalay LLC, a Delaware limited liability company, its managing member

By: River Blocker I LLC, its administrative member

By: GTIS US Residential Strategies Parallel Fund LP, its sole member

By: GTIS US Residential Strategies Fund GP LLC, its general partner

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

CITY:

CITY OF OXNARD

By: _____

Its: City Manager

ATTACHMENT 1
DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT E

**DESIGN, BID AND CONTRACT REQUIREMENTS
FOR PUBLIC FACILITIES**

(i) Owner shall prepare a bid package and the form of the required notices for review, comment and approval by the City Engineer.

(ii) Owner shall solicit three bids, or such lesser amount if the nature of the contract does not allow for three bids.

(ii) Owner shall mail notices inviting formal bids. The notices shall be mailed no later than thirty (30) calendar days before the opening date of the bids. The notices shall distinctly describe the project and state the time and place for submission of bids.

(iii) Bids shall be submitted to the Owner either via hard copy or email.

(iv) Owner shall submit to the City written evidence of compliance with the competitive bidding procedures set forth herein, including evidence of the required noticing, a listing of all responsive bids and their amounts and the name or names of the contractor or contractors to whom Owner proposed to award the contracts for such construction.

(v) After consultation with the City, the contract for the construction of a Public Facility shall be awarded by the Owner to the responsible bidder submitting the lowest responsive bid for the construction of such Public Facility.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY), DECLARING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$22,500,000 AND CALLING A SPECIAL ELECTION

WHEREAS, the City Council (the “Council”) of the City of Oxnard (the “City”) has heretofore adopted Resolution No. 15,482 (“Resolution of Formation”) establishing the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”), for the purposes of (i) replacing the previously established City of Oxnard Community Facilities District No. 6; (ii) financing the purchase, construction, expansion, modification, rehabilitation or improvement of all or a portion of certain public capital improvements and fees related thereto, including but not limited to sanitary sewer, water, street, storm drain and park facilities, public art or other real or tangible property with an estimated useful life of five years or longer (the “Facilities”); (iii) financing certain services, including but not limited to landscaping, streetlighting, maintenance of sewer, storm drain, irrigation systems, and parks, Edison Canal and Channel Island Harbor maintenance, and weed abatement (the “General Services”), and the remediation, operation, maintenance and monitoring of any hazardous substance released or threatened to be released into the environment on the Property as more particularly described in the Response Plan approved by DTSC on December 17, 2018 (the “Response Plan”), the Operation and Maintenance Plan approved by DTSC on March 7, 2019 (“O&M Plan”) and any additional remedial activities or protective measures (the “Remediation Services” and together with the General Services, the “Services”); (iv) authorizing the issuance of bonds for the CFD, and (v) establishing an appropriations limit for the CFD; and

WHEREAS, a copy of the Resolution of Formation, incorporating a description and map of the proposed boundaries of the CFD and setting forth the rate and method of apportionment (the “RMA”) and manner of collection of the special taxes to be levied within the CFD (the “Special Tax – Facilities, the “Special Tax - Services,” and the “Special Tax – Environmental,” and collectively the “Special Taxes”), is on file with the City Clerk and incorporated herein by reference; and

WHEREAS, in order to finance the Facilities it is necessary to incur bonded indebtedness in the aggregate amount of not to exceed \$22,500,000, the repayment of which is to be secured by Special Tax – Facilities to be levied in accordance with Section 53340 et seq. of the Act and the Rate and Method of Apportionment on certain properties within the CFD; and

WHEREAS, the Council wishes to present to the qualified electors of the CFD propositions for the levy of the Special Taxes on property within the CFD and the authorization of bonded indebtedness secured by the Special Tax - Facilities pursuant to the Act and the establishment of

an annual appropriations limit for the CFD as defined by subdivision (h) of Section 8 of Article XIIB of the California Constitution.

NOW, THEREFORE, the City Council of the City of Oxnard, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), does resolve as follows:

PART 1. The above recitals are true and correct.

PART 2. It is necessary for the CFD to incur bonded indebtedness in the aggregate principal amount of not to exceed \$22,500,000 to finance the costs of the Facilities. The CFD has determined that the whole of the CFD shall pay for the bonded indebtedness.

PART 3. The bonded indebtedness will be incurred for the purpose of financing the costs of acquiring the Facilities, the financing of the costs associated with the issuance of the bonds and all other costs necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

PART 4. The bonds shall be issued in one or more series bearing interest payable semi-annually or in such other manner as the Council shall determine at a maximum interest rate of 12 percent per annum or such rate not in excess of the maximum rate permitted by law at the time the bonds are issued. The term of the bonds shall be determined pursuant to a resolution of the Council authorizing the issuance of the bonds, but such term shall in no event exceed 40 years or such longer term as is then permitted by law.

PART 5. Pursuant to and in compliance with the provisions of Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, the Council hereby establishes the following accountability measures pertaining to any bonded indebtedness incurred by or on behalf of the City:

(a) Such bonded indebtedness shall be incurred for the specific purposes set forth in Part 3 above.

(b) The proceeds of any such bonded indebtedness shall be applied only to the specific purposes identified in Part 3 above.

(c) The document or documents establishing the terms and conditions for the issuance of any such bonded indebtedness shall provide for the creation of an account or accounts into which the proceeds of such bonded indebtedness shall be deposited.

(d) The Finance Director, or his or her designee, acting for and on behalf of the City, shall annually file a report with the Council as required by Government Code Section 53411.

PART 6. Pursuant to Government Code Sections 53326 and 53353.5, the Council hereby determines to submit to the qualified electors of the CFD a combined proposition (the "Proposition") to: (I) (a) levy the Special Tax - Facilities on property within the CFD in accordance with the rate and method of apportionment specified in the Resolution of Formation; (b) levy the Special Tax - Services and Special Tax – Environmental on property within the CFD in accordance with the rate and method of apportionment specified in the Resolution of Formation; and (c) incur bonded indebtedness in the aggregate principal amount of not to exceed \$22,500,000 to be secured by the Special Tax - Facilities; and (II) establish an annual appropriations limit as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution. Said annual appropriations limit shall initially equal \$5,000,000. The form of the Proposition is attached as Exhibit "A."

PART 7. A special election is hereby called for the CFD on the Proposition set forth in Part 6 above.

PART 8. The City Council hereby directs that the election be conducted by the City Clerk of the City of Oxnard, as the elections official.

PART 9. The time for notice having been waived by the qualified electors, the date of the special election for the CFD on the Proposition shall be on the 5th day of October, 2021. There being no registered voters residing within the territory of the District at the time of the protest hearing and ninety (90) days prior thereto, there being less than twelve (12) landowners in the CFD, and the requirements of Section 53326 of the Act having been waived by all landowners, the ballot for the special election shall be hand delivered to the landowner within the CFD. Each landowner shall have one (1) vote for each acre or portion thereof that it owns within the CFD, as provided by Section 53326 of the Act. The voter ballot shall be returned to the City Clerk at 300 West Third Street, Oxnard, CA 93030, no later than 11:00 o'clock p.m. on October 5, 2021. However, the election may be closed within the concurrence of the City Clerk, as soon as the ballot is returned.

PART 10. Notice of said election and written argument for or against the measure have been waived by the landowners.

PART 11. The CFD shall constitute a single election precinct for the purpose of holding said election.

PART 12. This Resolution shall take effect upon its adoption.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ____ day of October 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

OFFICIAL BALLOT

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 9
(NORTHSHORE AT MANDALAY BAY)**

SPECIAL TAX, BOND AND APPROPRIATIONS LIMIT ELECTION

October 5, 2021

To vote, mark an “X” in the voting square after the word “YES” or after the word “NO.”
All marks otherwise made are forbidden.

This ballot is provided to _____, a _____, as owner or authorized representative of such owner of land within City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and represents _____ votes.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Oxnard at 300 West Third, Oxnard, CA 93030.

PROPOSITION: (I) Shall the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “District”), subject to the accountability measures provided for in resolutions adopted by the City of Oxnard on October 5, 2021, (a) be authorized to levy special taxes thereof to finance certain authorized facilities (the “Facilities”), including for the payment of principal and interest on indebtedness and bonds to finance the Facilities, all pursuant to the rate and method of apportionment of special taxes (the “RMA”) set forth in the Resolution of Formation adopted on October 5, 2021 (the “Resolution of Formation”); (b) be authorized to levy special taxes thereof for certain authorized general services and remediation services (collectively, the “Services”) pursuant to the RMA set forth in the Resolution of Formation; (c) incur an indebtedness and be authorized to issue bonds in the aggregate principal amount of not to exceed \$22.5 million with interest at a rate or rates established at such time as the bonds are sold in one or more series at fixed or variable interest rates, however not to exceed any applicable statutory rate for such bonds, the proceeds of which will be used to finance the Facilities as described in Resolution of Formation; and (II) shall an annual appropriations limit be established for the District pursuant to Article XIII B of the California Constitution, said initial annual appropriations limit to be equal to \$5 million.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,
CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF
OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT
MANDALAY BAY), CANVASSING THE RESULTS OF THE ELECTION
HELD WITHIN SAID DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Oxnard (the “City”) has previously conducted proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”), pertaining to (a) the formation of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “CFD”) to replace City of Oxnard Community Facilities District No. 6 (“CFD No. 6”), (b) the rate and method of apportionment of special taxes (the “Special Tax - Facilities”) to finance certain facilities including but not limited to all or a portion of sanitary sewer, water, street, storm drain and park facilities, public art or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs (the “Facilities”), including the payment of principal and interest on bonds issued or other debt related thereto, (c) the rate and method of apportionment of special taxes for services (the “Special Tax - Services” and “Special Tax – Environmental”) to finance certain services, including but not limited to, landscaping, streetlighting, maintenance of sewer, storm drain, irrigation systems, and parks, Edison Canal and Channel Island Harbor maintenance, and weed abatement (the “General Services”), and the remediation, operation, maintenance and/or monitoring of any hazardous substance released or threatened to be released into the environment on the Property as more particularly described in the Response Plan approved by the Department of Toxic Substances Control (“DTSC”) on December 17, 2018 (the “Response Plan”), the Operation and Maintenance Plan approved by DTSC on March 7, 2019 (“O&M Plan”) and any additional remedial activities or protective measures (the “Remediation Services” and together with the General Services, the “Services”), (d) the establishment of an annual appropriations limit for the CFD, and (e) the calling of an election in regard to the foregoing;

WHEREAS, on October 5, 2021, an election was held within the CFD relative to the authorization of not to exceed \$22,500,000 of bonded indebtedness within the CFD, the authorization of the levy of the Special Tax – Facilities, Special Tax- Services and Special Tax – Environmental pursuant to the rate and method of apportionment, and the establishment of an appropriations limit; and

WHEREAS, at such election the proposition was approved by the requisite 2/3 of the votes cast by qualified electors of the CFD.

NOW, THEREFORE, the City Council of the City of Oxnard, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), does resolve as follows:

PART 1. It is hereby determined that the election conducted within the CFD was duly and validly conducted.

PART 2. The Council, acting as the legislative body of the CFD, is authorized to levy the Special Tax – Facilities on behalf of the CFD, as specified in the Rate and Method of Apportionment of Special Tax (“RMA”) attached to the Resolution of Formation adopted by the Council on October 5, 2021 (the “Resolution of Formation”).

PART 3. The Council, acting as the legislative body of the CFD, is authorized to levy the Special Tax – Services on behalf of the CFD, as specified in the RMA attached to the Resolution of Formation.

PART 4. The Council, acting as the legislative body of the CFD, is authorized to levy the Special Tax – Environmental on behalf of the CFD, as specified in the RMA attached to the Resolution of Formation.

PART 5. The CFD is authorized to incur indebtedness in the aggregate maximum principal amount of \$22,500,000.

PART 6. The appropriations limit for the CFD as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution is set at \$5,000,000 for fiscal year 2021-22.

PART 7. The City Clerk is hereby directed and authorized to record notice of the Special Tax by recording a Notice of Special Tax Lien of City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) in the office of the County Recorder of the County of Ventura within fifteen (15) days of the date hereof pursuant to Section 3114.5 of the California Streets and Highways Code.

PART 8. Following the adoption of the ordinance levying the Special Taxes for the CFD and the adoption an ordinance by the Council, acting as the legislative body of the CFD No. 6,

dissolving CFD No. 6, the City Clerk shall record a notice of dissolution and cessation of special tax for CFD No. 6 in the office of the County Recorder of the County of Ventura pursuant to Sections 53330.5 and 53338.5 of the Act and Section 3114.5 of the California Streets and Highways Code.

PART 9. This Resolution shall take effect upon its adoption.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the ____ day of October 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD, CALIFORNIA, ACTING AS THE LEGISLATIVE
BODY OF THE CITY OF OXNARD COMMUNITY FACILITIES
DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY),
AUTHORIZING THE LEVY OF SPECIAL TAXES

WHEREAS, the City Council (the “City Council”) of the City of Oxnard (the “City”) has heretofore adopted Resolution No. 15,482 (“Resolution of Intention”) stating its intention to form the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”), to finance certain facilities including but not limited to all or a portion of sanitary sewer, water, street, storm drain and park facilities, public art or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs (the “Facilities”), and to finance certain services, including but not limited to, landscaping, streetlighting, maintenance of sewer, storm drain, irrigation systems, and parks, Edison Canal and Channel Island Harbor maintenance, and weed abatement (the “General Services”), and the remediation, operation, maintenance and/or monitoring of any hazardous substance released or threatened to be released into the environment on the Property as more particularly described in the Response Plan approved by the Department of Toxic Substances Control (“DTSC”) on December 17, 2018 (the “Response Plan”), the Operation and Maintenance Plan approved by DTSC on March 7, 2019 (“O&M Plan”) and any additional remedial activities or protective measures (the “Remediation Services” and together with the General Services, the “Services”); and

WHEREAS, on September 7, 2021, the Council also adopted Resolution No. 15,483 stating its intention and the necessity to incur bonded indebtedness in the maximum aggregate principal amount of not to exceed \$22,500,000 to be issued for the purpose of financing the purchase, construction, expansion or rehabilitation of the Facilities; and

WHEREAS, notice was published as required by law relative to the intention of the Council to form the CFD and to incur bonded indebtedness in the aggregate principal amount of not to exceed \$22,500,000 within the boundaries of the CFD; and

WHEREAS, on October 5, 2021, this Council held a noticed public hearing as required by law relative to the determination to proceed with the formation of the CFD and the rate and method of apportion and manner of collection of the special taxes to be levied within the CFD (the “Special Taxes”), and relative to the necessity for authorizing the bonds, the purpose for which the bonds are to be issued, the amount of the proposed debt, the maximum term of the bonds and the maximum annual rate of interest to be paid; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD, the levy of the Special Taxes and the incurring of bonded indebtedness by the CFD were heard and a full and fair hearing was held; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. _____ (the “Resolution of Formation”) determining the validity of prior proceedings and establishing the CFD; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. _____ which called an election within the CFD for October 5, 2021 on the propositions of levying the Special Taxes, incurring bonded indebtedness, and setting an appropriations limit; and

WHEREAS, on October 5, 2021, an election was held within the CFD in which the eligible electors approved by more than two-thirds vote the proposition of levying the Special Taxes, incurring bonded indebtedness, and setting an appropriations limit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY), DOES ORDAIN AS FOLLOWS:

PART 1. A special tax (the “Special Tax - Facilities”) is levied within the boundaries of the CFD pursuant to the formula set forth in the Rate and Method of Apportionment of Special Tax set forth in Exhibit “A” attached hereto and incorporated by reference, or as may be modified or amended from time to time by a resolution of change adopted pursuant to the provisions of the Act (the “RMA”), in an amount necessary to pay all of the costs of providing the Facilities, periodic costs, and costs of the tax levy and collection, and all other costs including amounts payable with respect to the bonded indebtedness.

PART 2. A special tax (the “Special Tax - Services”) is levied within the boundaries of the CFD pursuant to the formula set forth in the RMA, in an amount necessary to pay all of the costs of providing the General Services, periodic costs, and costs of the tax levy and collection, and all other costs.

PART 3. A special tax (the “Special Tax – Environmental”) is levied within the boundaries of the CFD pursuant to the formula set forth in the RMA, in an amount necessary to pay all of the costs of providing the Remediation Services, periodic costs, and costs of the tax levy and collection, and all other costs.

PART 4. Unless amended by resolution, this legislative body is hereby further authorized each year as provided in section 53340 of the Act, by resolution adopted, on or before June 30 of each year to determine the specific Special Tax rates and amounts to be levied for the next fiscal year in accordance with the RMA and to prepare or cause to be prepared a list of all nonexempt parcels within the CFD and the specific amount of the Special Taxes for each parcel, except that the Special Tax rates to be levied shall not exceed the maximum rates contained in the RMA.

PART 5. All of the collections of the Special Taxes shall be used as provided for in the Act and the Resolution of Formation and the Funding and Acquisition Agreement. The Special

Tax - Facilities and the Special Tax – Environmental shall be levied only so long as needed for its purpose as described in Resolution of Intention.

PART 6. The above authorized Special Taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency and provided for ad valorem taxes; provided, however, that the CFD may collect the special tax at a different time or in a different manner if necessary to meet its financial obligations.

PART 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 8. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy of this Ordinance was posted in the office of the City Clerk a minimum of five days before the City Council's adoption of this Ordinance.

PART 9. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. Within fifteen days after passage, the City Clerk shall cause the title and summary or text of this Ordinance, together with the vote thereon, to be published one time in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted Ordinance along with the names of the Council Members voting for and against the Ordinance.

PART 10. This Ordinance relating to the levy of the special tax takes effect and shall be in force immediately after the date of final passage. A copy of this Ordinance shall be transmitted to the Assessor and the Treasurer-Tax Collector of Ventura County.

PART 11. Ordinance No. _____ was first read on October 5, 2021, and finally adopted on October ___, 2021 and became effective immediately pursuant to Government Code Section 36937(a).

AYES:

NOES:

ABSTAIN:

ABSENT:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A
RATE AND METHOD OF APPORTIONMENT FOR
CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 9
(Northshore at Mandalay Bay)

Three Special Taxes, as hereinafter defined, shall be levied on all Assessor's Parcels in the City of Oxnard (the "City") Community Facilities District No. 9 (Northshore at Mandalay Bay) ("CFD No. 9") and collected each Fiscal Year commencing in Fiscal Year 2022/23, in amounts determined by the City or its designee, through the application of the Rate and Method of Apportionment as described below. All real property in CFD No. 9, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.2 as that may be amended from time to time, that is accessory to a single-unit dwelling located on an Assessor's Parcel.

"Acre" or "Acreage" means that acreage shown on the Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event that the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel may be determined by the CFD Administrator based upon the applicable condominium plan, final map, parcel map or calculated using available spatial data and GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 9: the costs of any paying agents/fiscal agents/trustees related to Bond payments (including the fees and expenses of its counsel), banking and management; the costs of computing the Special Tax Requirements, the Special Taxes and of preparing the collection schedules for the Special Taxes; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of California law (including the Act) and the federal securities laws; costs of responding to public inquiries regarding the Special Taxes; the costs of the City or designee related to an appeal of the Special Taxes or interpretation of the Rate and Method of Apportionment; amounts needed to pay rebate to the federal government related to Bonds; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in the City. Administrative Expenses shall also include an allocable share of the salaries of City staff and an allocable portion of City overhead costs relating to the foregoing, or costs of the City in any way related to the establishment or administration of the City. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 9 for any other administrative purposes of CFD No. 9.

“Assessor’s Data” means the property characteristic data compiled and maintained by the County Assessor for each Assessor’s Parcel, including, but not limited to, Assessor’s Parcel Number, Building Square Footage, and Units.

"Assessor’s Parcel" means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

"Assessor’s Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” or “APN” means, with respect to an Assessor’s Parcel, that number assigned to such Assessor’s Parcel by the County for purposes of identification.

“Assigned Special Tax - Facilities” means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Assigned Special Tax - Environmental” means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Authorized Environmental Services” means the services related to environmental operations, maintenance, and monitoring authorized to be funded, in whole or in part, by CFD No. 9.

“Authorized Facilities” means the public facilities and capital fees, authorized to be financed, in whole or in part, by CFD No. 9, including by the proceeds of any CFD No. 9 Bonds.

“Authorized Maintenance Services” means the services authorized to be funded, in whole or in part, by CFD No. 9.

“Backup Special Tax - Environmental” means the Backup Special Tax - Environmental applicable to each Assessor’s Parcel of Developed Property, as determined in accordance with Section C below.

“Backup Special Tax - Facilities” means the Backup Special Tax - Facilities applicable to each Assessor’s Parcel of Developed Property, as determined in accordance with Section C below.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by or on behalf of CFD No. 9 under the Act. Bonds also includes any bonds issued to refinance a previous bond issue.

“Boundary Map” means that map recorded with the County recorder’s office on _____ in Book ____ at Page ____ as Document Number _____.

“Building Square Footage” or “Building Square Feet” or, singularly, **“Building Square Foot”** means the building square footage assigned to each Assessor’s Parcel, which may be determined by referencing (i) Assessor’s Data, (ii) site surveys, and/or (iii) other research by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements, and providing for the levy and collection of the Special Taxes.

"CFD No. 9" means City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay).

"City" means the City of Oxnard, California.

"City Council" means the City Council, acting as the legislative body of CFD No. 9.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Urban Consumers" in the Los Angeles – Riverside – Orange County Area, measured as of the month of April in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

"County" means the County of Ventura.

"Debt Service" means for each Debt Year, the total amount of principal and interest due for any Bonds of CFD No. 9.

"Debt Year" means each 12-month period designated as such, or by a similar term, in the Indenture for each series of Bonds.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Taxable Contingent Property, for which a Building Permit was issued on or before June 1 of the prior Fiscal Year. For example, Taxable Property for which a Building Permit was issued on or before June 1 of the prior Fiscal Year (i.e., June 1, 2022), would be treated as Developed Property for Fiscal Year 2022/23.

"Disbursement Agreement" means the Special Tax Disbursement Agreement executed on [DATE].

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"GIS" or "Geographic Information System" means a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds for CFD No. 9 are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means, individually or collectively, as the context requires, the Maximum Special Tax – Facilities, the Maximum Special Tax – Services, and/or the Maximum Special Tax – Environmental.

"Maximum Special Tax - Environmental" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Special Tax - Facilities" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Special Tax - Services" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Outstanding Bonds" means all Bonds that are outstanding under and in accordance with the provisions of the Indenture.

"Pay-As-You-Go Expenditure" means Pay-As-You-Go Revenue which is used or set aside for Authorized Facilities. Pay-As-You-Go Expenditures may be included in the Special Tax Requirement until all Authorized Facilities have been constructed or acquired.

"Pay-As-You-Go Revenue" means Special Tax - Facilities revenues that are available after being used or set aside for Debt Service and Administrative Expenses.

"Property Owner Association Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 9 that is owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Property Type" means either Single Family Residential Property, Taxable Contingent Property, or Tax-Exempt Property.

"Proportionately" means for Developed Property, Taxable Contingent Property and Undeveloped Property that the ratio of each Special Tax levy to the related Maximum Special Tax is equal for all Assessors' Parcels of Developed Property, Taxable Contingent Property and Undeveloped Property, respectively.

"Public Property" means property within the boundaries of CFD No. 9 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public right-of-way has been granted to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax for CFD No. 9.

"Services Operating Reserve" means one or more accounts (whether funded by Special Taxes – Services or from funds outside of CFD No. 9) held by the City that serve as a reserve for Authorized Maintenance Services; provided, however, that the Services Operating Reserve may not exceed the Services Operating Reserve Requirement.

"Services Operating Reserve Requirement" means, in the aggregate for a Fiscal Year, an amount not in excess of the Maximum Special Tax – Services that may be levied on Taxable Property in such Fiscal Year.

"Single Family Residential Property" means all Assessor's Parcels of Developed Property with a residential structure intended for a single Unit.

"Special Tax(es)" means, individually or collectively as the context requires, Special Tax – Facilities, Special Tax – Services, and/or Special Tax – Environmental.

“Special Tax – Environmental” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Environmental.

“Special Tax – Facilities” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Facilities.

“Special Tax – Services” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Services.

"Special Tax Requirements" means, collectively, Special Tax Requirement – Facilities, Special Tax Requirement – Services, and Special Tax Requirement – Environmental.

"Special Tax Requirement - Environmental" means that amount required in any Fiscal Year for CFD No. 9 to pay for Authorized Environmental Services as determined by the budget set forth in the Disbursement Agreement (as such Disbursement Agreement may be amended from time to time). The budget set forth in the _ Disbursement Agreement is inclusive of contingency and reserves. The Special Tax – Environmental will not contribute to Administrative Expenses.

"Special Tax Requirement - Facilities" means that amount required in any Fiscal Year for CFD No. 9 to (1) pay Debt Service on all Outstanding Bonds which is due in such Fiscal Year; (2) pay Administrative Expenses; (3) provide any amount required to establish or replenish a reserve fund in connection with any Bonds; (4) through Fiscal Year 2042/43, any amounts needed for Pay-As-You-Go Expenditures eligible to be funded by CFD No. 9 under the Act, to the extent that the inclusion of such amounts does not increase the Special Tax - Facilities levy on Undeveloped Property; and (5) provide an amount equal to reasonably anticipated Special Tax - Facilities delinquencies based on the delinquency rate for the Special Tax - Facilities levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act, and without duplicating any amounts described in clauses (3). The amounts referred to in clauses (1) through (5) of the preceding sentence may be reduced in any Fiscal Year (in the City’s sole discretion) by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against Debt Service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Special Tax - Facilities, and (iii) any other revenues available to pay Debt Service on the Outstanding Bonds or other indebtedness as determined by the CFD Administrator.

"Special Tax Requirement - Services" means that amount required in any Fiscal Year for CFD No. 9 to (1) pay for Authorized Maintenance Services; (2) pay Administrative Expenses; (3) provide an amount equal to reasonably anticipated Special Tax - Services delinquencies based on the delinquency rate for the Special Tax - Services levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act; and (4) provide any amount required to establish or replenish any Services Operating Reserve, to the extent that the inclusion of such amounts does not increase the Special Tax – Services levy on Undeveloped Property. The amounts referred to in clauses (1) through (4) of the preceding sentence may be reduced in any Fiscal Year (in the City’s sole discretion) by (i) proceeds from the collection of penalties associated with delinquent Special

Tax – Services, (ii) any other revenues available to pay for Authorized Maintenance Services as determined by the CFD Administrator.

"State" means the State of California.

"Tax Escalation Factor" means a factor equal to the April annualized CPI for Los Angeles/Long Beach/Anaheim for all urban consumers that will be applied annually after 2022/23 and each Fiscal Year thereafter to increase the Maximum Special Tax – Services and Maximum Special Tax - Environmental over the previous year as shown in Section C. In the event that the percentage change in the annualized CPI is negative, the Maximum Special Tax Rate - Services and Maximum Special Tax – Environmental shall not be decreased, and the Tax Escalation Factor shall be 0.00%.

"Tax-Exempt Property" means all Assessor's Parcels within the boundaries of CFD No. 9 which are exempt from the Special Tax pursuant to the Act or Section E below.

"Taxable Contingent Property" means, collectively, Taxable Property Owner Association Property and Taxable Public Property.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 9 which are not exempt from the Special Taxes pursuant to the Act or Section E below.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Welfare Exempt Property" means all Assessor's Parcels of Welfare Exempt Property that are not exempt pursuant to Section E below.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property that is not Developed Property.

"Unit" means an individual residential living space. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator. An Accessory Dwelling Unit shall be considered a Unit for the purposes of the Special Taxes.

"Welfare Exempt Property" means (A) for the Special Tax – Facilities, all Assessor's Parcels within the boundaries of CFD No. 9 that, prior to the issuance of the first series of Bonds, have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code. Once the first series of Bonds have been issued for CFD No. 9, property may no longer be categorized as Welfare Exempt Property for the Special Tax – Facilities under this Rate and Method of Apportionment regardless of whether the Assessor's Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code; (B) for the Special Tax – Services, all Assessor's Parcels within the boundaries of CFD No. 9 that have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code,

irrespective of whether Bonds have been issued; and (C) for the Special Tax – Environmental, because the Disbursement Agreement has already been executed and the Disbursement Agreement constitutes “debt” as defined by Section 53317 of the Act, all Assessor’s Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall not be eligible to be categorized as Welfare Exempt Property for the Special Tax – Environmental under this Rate and Method of Apportionment, and, therefore, all Assessor’s Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall be levied the Special Tax – Environmental regardless of whether an Assessor’s Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

“Zone” means the assignment of Assessor’s Parcels to a zone as shown on the Boundary Map of CFD No. 9.

“Zone A” means Assessor’s Parcels located in Zone A as shown on the Boundary Map of CFD No. 9.

“Zone B” means Assessor’s Parcels located in Zone B as shown on the Boundary Map of CFD No. 9.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD No. 9. If any Assessor’s Parcel Numbers are no longer valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor’s Parcel Number(s) that are in effect for the current Fiscal Year. To the extent Assessor’s Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Special Tax rates shall be assigned to the new Assessor’s Parcel(s) pursuant to Section C.

Each Fiscal Year, all Assessor’s Parcels within CFD No. 9 shall be classified as follows:

1. Each Assessor’s Parcel shall be determined to be Taxable Property or Tax-Exempt Property.
2. Each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property or Taxable Contingent Property. Taxable Property shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D below.
3. Each Assessor’s Parcel of Developed Property shall be further classified as Single Family Residential Property. For Single Family Residential Property, the Building Square Footage for each Assessor’s Parcel shall be determined.

C. MAXIMUM SPECIAL TAX RATES

Notwithstanding the below, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor’s Parcel for which an occupancy permit for private residential use has been issued be increased by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default by the owner(s) of any other Assessor’s Parcel within CFD No. 9.

MAXIMUM SPECIAL TAX – FACILITIES

1. **Developed Property**

The Maximum Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Facilities or (ii) the amount derived by application of the Backup Special Tax - Facilities.

Assigned Special Tax - Facilities

The Assigned Special Tax - Facilities for each Assessor's Parcel of Developed Property is shown in Table 1.

TABLE 1
ASSIGNED SPECIAL TAX - FACILITIES FOR DEVELOPED PROPERTY
FISCAL YEAR 2022/23

Building Square Footage	Assigned Special Tax - Facilities Rate	Per	Zone
Less than 2,100 sq. ft.	\$2,418.84	Unit	A & B
2,100 - 2,249 sq. ft.	2,543.84	Unit	A & B
2,250 - 2,399 sq. ft.	2,707.07	Unit	A & B
2,400 - 2,549 sq. ft.	2,772.37	Unit	A & B
2,550 - 2,699 sq. ft.	2,919.28	Unit	A & B
2,700 - 2,849 sq. ft.	3,066.19	Unit	A & B
2,850 - 2,999 sq. ft.	3,266.19	Unit	A & B
3,000 – 3,149 sq. ft.	3,466.19	Unit	A & B
3,150 - 3,299 sq. ft.	3,653.83	Unit	A & B
3,300 - 3,449 sq. ft.	3,817.06	Unit	A & B
3,450 - 3,549 sq. ft.	3,980.29	Unit	A & B
3,550 - 3,649 sq. ft.	4,045.59	Unit	A & B
3,650 - 3,799 sq. ft.	4,135.59	Unit	A & B
3,800 - 3,949 sq. ft.	4,225.59	Unit	A & B
3,950 – 4,099 sq. ft.	4,315.59	Unit	A & B
4,100 - 4,250 sq. ft.	4,437.35	Unit	A & B
Greater than 4,250 sq. ft.	4,567.93	Unit	A & B

Increase in the Assigned Special Tax - Facilities

On each July 1, commencing on July 1, 2023, the Assigned Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Facilities

The Backup Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be \$3,752 per Unit for Zone A and \$2,770 per Unit for Zone B.

The Backup Special Tax - Facilities for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property, except for the increase detailed below.

Increase in the Backup Special Tax - Facilities

On each July 1, commencing on July 1, 2023, the Backup Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property and Taxable Contingent Property

Maximum Special Tax – Facilities

The Maximum Special Tax - Facilities for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$27,065 per Acre for Zone A and \$42,607 per Acre for Zone B.

Increase in the Maximum Special Tax – Facilities

On each July 1, commencing on July 1, 2023, the Maximum Special Tax - Facilities for Undeveloped Property and Taxable Contingent Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

MAXIMUM SPECIAL TAX – SERVICES

1. Developed Property, Taxable Contingent Property and Undeveloped Property

The Maximum Special Tax – Services for each Assessor's Parcel of Developed Property, Taxable Contingent Property and Undeveloped Property is shown in Table 2.

**TABLE 2
MAXIMUM SPECIAL TAX - SERVICES
FISCAL YEAR 2022/23**

Land Use	Maximum Special Tax - Services Rate	Per	Zone
Developed Property– Single Family Residential Property	\$1,387	Unit	A & B
Undeveloped Property/Taxable Contingent Property	\$12,478	Acre	A & B

Increase in the Maximum Special Tax - Services

On each July 1, commencing on July 1, 2023, the Maximum Special Tax – Services for Developed Property, Taxable Contingent Property and Undeveloped Property shall be

increased by an amount equal to the greater of two percent (2%) or the Tax Escalation Factor, provided that the annual escalation shall not under any circumstances exceed 5%.

MAXIMUM SPECIAL TAX – ENVIRONMENTAL

1. Developed Property

The Maximum Special Tax - Environmental for each Assessor's Parcel of Developed shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Environmental or (ii) the amount derived by application of the Backup Special Tax - Environmental.

Assigned Special Tax - Environmental

The Assigned Special Tax - Environmental for each Assessor's Parcel of Developed Property is shown in Table 3.

**TABLE 3
ASSIGNED SPECIAL TAX - ENVIRONMENTAL FOR DEVELOPED PROPERTY
FISCAL YEAR 2022/23**

Land Use	Assigned Special Tax - Environmental Rate	Per	Zone
Developed Property – Single Family Residential Property	\$1,760	Unit	A & B

Increase in the Assigned Special Tax - Environmental

On each July 1, commencing on July 1, 2023, the Assigned Special Tax - Environmental for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Environmental

The Backup Special Tax - Environmental for each Assessor's Parcel of Developed Property shall be \$1,760 per Unit for Zone A and Zone B.

Increase in the Backup Special Tax - Environmental

On each July 1, commencing on July 1, 2023, the Backup Special Tax - Environmental for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property and Taxable Contingent Property

Maximum Special Tax – Environmental

The Maximum Special Tax - Environmental for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$15,649 per Acre for Zone A and Zone B.

Increase in the Maximum Special Tax – Environmental

On each July 1, commencing on July 1, 2023, the Maximum Special Tax - Environmental for Undeveloped Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

Commencing with Fiscal Year 2022/23 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirements, and shall levy each Special Tax until the amount of a Special Tax equals the applicable Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Special Tax - Facilities

First: The Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Facilities for Developed Property to satisfy the Special Tax Requirement - Facilities.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Facilities is derived by the application of the Backup Special Tax – Facilities and shall be increased Proportionately from the Assigned Special Tax – Facilities up to the Maximum Special Tax – Facilities for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Facilities for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Facilities for Taxable Contingent Property.

Special Tax - Services

First: The Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Developed Property to satisfy the Special Tax Requirement - Services.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Undeveloped Property to satisfy the Special Tax Requirement - Services.

Third: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax – Services shall be levied Proportionately on all Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Services for Taxable Contingent Property.

Special Tax Requirement - Environmental

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Environmental for Developed Property to satisfy the Special Tax Requirement - Environmental.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Environmental is derived by the application of the Backup Special Tax – Environmental and shall be increased Proportionately from the Assigned Special Tax – Environmental up to the Maximum Special Tax – Environmental for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Environmental for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Environmental for Taxable Contingent Property.

E. EXEMPTIONS

1. No Special Taxes shall be levied on up to 50.46 Acres of Property Owner Association Property and Public Property for Zone A and up to 7.34 Acres of Property Owner Association Property and Public Property for Zone B. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, or Public Property.
2. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code prior to the first series of CFD No. 9 Bonds shall thereafter be exempt from the Special Tax - Facilities. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code after the first series of CFD No. 9 Bonds have been issued shall not be considered Welfare Exempt Property for the Special Taxes - Facilities and shall not be exempt from Special Tax - Facilities.
3. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall thereafter be exempt from the Special Tax – Services, irrespective of whether Bonds have been issued.
4. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall not be exempt from the Special Tax - Environmental.
5. Property Owner Association Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Property Owner Association Property. Taxable Property Owner Association Property shall be subject to the levy of the

Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.

6. Public Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Public Property. Taxable Public Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.
7. Prior to 60 days before the issuance of the first series of CFD No. 9 Bonds, the CFD Administrator may increase or decrease the exempt Acres described in paragraph 1 to better reflect the actual tax-exempt acreage within CFD No. 9. However, notwithstanding the above, the final number of taxable Acres in CFD No. 9 shall not be decreased if it causes an increase in the Special Tax – Facilities or Special Tax - Environmental levied on any existing Assessor's Parcel of Developed Property.

F. APPEALS

Any property owner may file a written appeal of the Special Taxes with the CFD Administrator claiming that the amount or application of the Special Taxes is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Taxes to be modified or changed in favor of the property owner, the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS

The City Council may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Taxes, method of apportionment, classification of Assessor's Parcels, or any definition used herein, as long as such correction does not materially affect the levy and collection of Special

Taxes. In addition, the interpretation and application of any section of this document shall be at the City's discretion.

H. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD Administrator may, at the sole discretion of the City, directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner as necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on Assessor's Parcels of Taxable Property that are delinquent in the payment of the Special Tax.

I. PREPAYMENT OF SPECIAL TAX - FACILITIES

The following definition applies to this Section I:

"Future Facilities Amount" means, \$17,000,000, all Authorized Facilities financed or anticipated by the City to be financed by CFD No. 9, minus (i) the proceeds of any previously issued Bonds which were, at the time of issuance, available to the City for Authorized Facilities, (ii) the cost of Authorized Facilities or portions thereof previously paid for by Pay-As-You-Go Revenue, and (ii) cost of Authorized Facilities or portions thereof to be paid for by Pay-As-You-Go Revenue previously received and not yet spent. The Future Facilities Amount shall not be less than \$0.

"Maximum Special Tax Percentage to be Prepaid" means the percentage of the Maximum Special Tax - Facilities prepaid as determined by the CFD Administrator after application of the prepayment calculation set forth below.

"Previously Issued Bonds" means all Bonds that have been issued by CFD No. 9 prior to the date of prepayment.

1. Prepayment in Full

The Special Tax - Facilities obligation of an Assessor's Parcel of Developed Property, Taxable Contingent Property, or Undeveloped Property may be prepaid and permanently satisfied as described herein; provided that there are no delinquent installments of the Special Tax - Facilities with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax - Facilities obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 45 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 75 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture. The CFD Administrator may charge a fee for providing this service.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount	
plus	Redemption Premium

	plus	Defeasance Amount
	plus	Administrative Fees and Expenses
	less	Reserve Fund Credit
	<u>less</u>	<u>Capitalized Interest Credit</u>
Total:	equals	Special Tax Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Step Number:

1. Confirm that no Special Tax - Facilities delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property and Taxable Contingent Property compute the Assigned Special Tax - Facilities and Backup Special Tax - Facilities. For Assessor's Parcels of Undeveloped Property to be prepaid, compute the Assigned Special Tax - Facilities and Backup Special Tax - Facilities for that Assessor's Parcel as though it was already designated as Developed Property, based upon the number of expected Units to be developed on that Assessor's Parcel.
3. Divide the Assigned Special Tax - Facilities computed pursuant to Step 2 by the total estimated Assigned Special Tax - Facilities for CFD No. 9 based on the Developed Property Special Tax - Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax - Facilities obligation in full pursuant to Section I.1.
 - b. Divide the Backup Special Tax - Facilities computed pursuant to Step 2 by the total estimated Backup Special Tax - Facilities for CFD No. 9 based on the Developed Property Special Tax - Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax - Facilities obligation in full pursuant to Section I.1.
4. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "*Bond Redemption Amount*").
5. Compute the current Future Facilities Costs.
6. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the total Future Facilities Costs to compute the amount of the Future Facilities Amount to be prepaid (the "*Future Facilities Amount*").
7. Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "*Redemption Premium*").
8. Compute the amount needed to pay interest on the Bond Redemption Amount on the earliest redemption date for the Outstanding Bonds.
9. Compute the amount the Administrator reasonably expects to derive from the reinvestment

of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.

10. Subtract the amount computed pursuant to Step 9 from the amount computed pursuant to Step 8 (the "*Defeasance Amount*").
11. Verify the administrative fees and expenses, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming the Outstanding Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "*Administrative Fees and Expenses*").
12. A reserve fund credit (the "*Reserve Fund Credit*") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to Steps 3.a or 3.b by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "*Capitalized Interest Credit*").
14. The Special Tax - Facilities prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10 and 11, less the amount computed pursuant to Steps 12 and 13 (the "*Prepayment Amount*").
15. From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, 10, 12, and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds and make debt service payments. The amount computed pursuant to Step 6 shall be deposited into the Construction Fund. The amount computed pursuant to Step 11 shall be retained by the City for the payment of Administrative Fees and Expenses.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment amount that is not \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

Any current-year Special Tax – Facilities that has been placed on the County tax roll will remain on the tax roll.

Notwithstanding the foregoing, no Special Tax - Facilities prepayment shall be allowed unless the amount of the Maximum Special Tax - Facilities that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax – Facilities may be partially prepaid, provided that a partial prepayment may be made after all authorized CFD No. 9 Bonds have been issued and only for Assessor's Parcels of Developed Property, or Taxable Contingent Property, and only if there are no delinquent Annual Special Taxes with respect to such Assessor's Parcel at the time of partial prepayment. The amount of the prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Special Tax - Facilities Prepayment Amount calculated according to Section I.1

F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax - Facilities.

The Special Tax - Facilities partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax - Facilities and the percentage by which the Special Tax - Facilities shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax - Facilities for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted according to Section I.1, and (ii) indicate in the records of CFD No. 9 that there has been a partial prepayment of the Special Tax - Facilities and that a portion of the Special Tax - Facilities with respect to such Assessor's Parcel, equal to the outstanding percentage $(1.00 - F)$ of the remaining Maximum Special Tax - Facilities, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

J. TERM

The Special Tax - Facilities shall be levied commencing in Fiscal Year 2022/23 to the extent needed to satisfy the Special Tax Requirement – Facilities and shall not be levied after Fiscal Year 2065/66, however any Special Tax - Facilities that was lawfully levied for Authorized Facilities in or before Fiscal Year 2065/66 and that remains delinquent may be collected in subsequent years.

The Special Tax – Services shall be levied commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Special Tax Requirement – Services and shall be levied for as long as required to satisfy the Special Tax Requirement – Services.

The Special Tax – Environmental shall be levied commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Special Tax Requirement – Environmental and shall be levied for as long as the obligations associated with the Authorized Environmental Services are outstanding.

CITY OF OXNARD

COMMUNITY FACILITIES DISTRICT REPORT

**COMMUNITY FACILITIES DISTRICT NO. 9
(NORTHSHORE AT MANDALAY BAY)**

Dated: SEPTEMBER 9, 2021

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 9
(NORTHSHORE AT MANDALAY BAY)**

INTRODUCTION

The City Council (the "Council") of the City of Oxnard (the "City"), State of California pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), on September 7, 2021, adopted Resolution No. 15,482 entitled "A Resolution of the City Council of the City of Oxnard, California, Declaring Its Intention to Establish Community Facilities District No. 9 (Northshore at Mandalay Bay)". In the Resolution of Intention, the Council ordered the preparation of a written Community Facilities District Report (the "Report"), for the Community Facilities District No. 9 (the "CFD").

The Resolution of Intention described certain facilities (the "Facilities") and public services (the "General Services" and "Remediation Services", and collectively, the "Services") to be funded by the CFD and directed that the Report be prepared:

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the Council.

NOW, THEREFORE, the undersigned, at the request of the City's Project Manager Special Assessment Districts, hereby submits the following data:

- A. DESCRIPTION OF FACILITIES, GENERAL SERVICES, AND REMEDIATION SERVICES.** A general description of the proposed Facilities, General Services, and Remediation Services is as shown in Exhibit "A" attached hereto and hereby made a part hereof.
- B. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT.** The proposed boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the Facilities and the Services. The proposed boundaries of the CFD are described on the map of the CFD which is set forth in Exhibit "B" attached hereto and hereby made a part hereof.
- C. COST ESTIMATE.** The cost estimate for the Facilities and Services for the CFD is set forth in Exhibit "C" attached hereto and hereby made a part hereof.
- D. RATE AND METHOD OF APPORTIONMENT.** The Rate and Method of Apportionment of the CFD is set forth in Exhibit "D" attached hereto and hereby made a part hereof.
- E. REMEDIAL ACTION PLAN.** A remedial action plan based upon factors comparable to those described in subdivision (d) of Section 25356.1 of the Health and Safety Code, as set forth in the Response Action Documents attached as Exhibit "E" hereto and hereby made a part hereof.

Dated as of September 9, 2021
NBS GOVERNMENT FINANCE GROUP

By: _____

EXHIBIT A

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY)

DESCRIPTION OF FACILITIES, GENERAL SERVICES AND REMEDIATION SERVICES

Facilities:

The facilities proposed to be financed by the CFD are public infrastructure facilities and other governmental facilities, including fees related thereto, authorized by Section 53313.5 of the Act with an estimated useful life of five years or longer, which the CFD is authorized by law to construct, own or operate and that are necessary to meet increased demands placed upon the City as a result of development occurring within the proposed the CFD, including, but not limited to, all or a portion of sanitary sewer, water, street, storm drain and park facilities, public art as shown on Exhibit C, or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs. Such Facilities need not be physically located within the CFD.

General Services:

The types of general services proposed to be provided for and financed by the CFD include services permitted under Section 53313 of the Act, including but not limited to, landscaping, streetlighting, maintenance of sewer, storm drain, irrigation systems and parks, Edison Canal and Channel Island Harbor maintenance, and weed abatement, as shown on Exhibit C, which services are in addition to and do not supplant those services already provided in the territory within the CFD prior to the establishment of the CFD.

Remediation Services:

The types of remediation services proposed to be provided for and financed by the CFD include, but shall not limited to, the remediation, operation, maintenance and/or monitoring of any hazardous substance released or threatened to be released into the environment on the Property as more particularly described in the Response Plan approved by the Department of Toxic Substances Control (the "DTSC") on December 17, 2018, the Operation and Maintenance Plan approved by DTSC on March 7, 2019 and any additional remedial activities or protective measures, which services are in addition to and do not supplant those services already provided in the territory within the CFD prior to the establishment of the CFD.

Incidental Expenses:

The incidental expenses to be funded by the CFD include formation costs of the CFD, the establishment and replenishment of reserve funds, the remarketing, credit enhancement and liquidity fees, the costs of administering the levy and collection of the Special Taxes and all other costs of the levy of the Special Taxes and issuance of the bonds, including any foreclosure proceedings, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, discount fees, interest on bonds (but not to exceed two years), election costs and all costs of issuance of the bonds, including, but not limited to, fees for bond counsel, disclosure counsel, financing consultants and printing costs, and all other administrative costs of the tax levy and bond issues.

Administrative Expenses:

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City in carrying out its duties with respect to the CFD (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of Ventura related to the CFD or the collection of special taxes, an allocable share of the salaries of the City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the Facilities or Services authorized to be financed by the CFD, expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD; the costs of any paying agents/fiscal agents/trustees related to Bond payments (including the fees and expenses of its counsel), banking and management; the costs of computing the Special Tax Requirements, the Special Taxes and of preparing the collection schedules for the Special Taxes; the costs of the City or designee in complying with the disclosure requirements of California law (including the Act) and the federal securities laws; costs of responding to public inquiries regarding the Special Taxes; the costs of the City or designee related to an appeal of the Special Taxes or interpretation of the Rate and Method of Apportionment; and amounts needed to pay rebate to the federal government related to Bonds.

Other:

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the City (or to property owners in the CFD) all costs actually incurred in connection with the establishment and administration of the CFD.

EXHIBIT B

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 9
(NORTHSHORE AT MANDALAY BAY)**

PROPOSED BOUNDARIES OF THE CFD

The Boundary Map of the CFD is shown on the following page.

EXHIBIT C

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 9
(NORTHSHORE AT MANDALAY BAY)**

COST ESTIMATES

The estimated costs of Authorized Facilities, General Services, and Remediation Services are shown below:

Facilities	
Sewer Lift Station	\$1,250,000
On-Site Water Improvements	1,151,086
Harbor Blvd and 5th Street (Streets/SD)	3,763,339
Prevailing Wage	924,664
Construction Management/Engineering	308,221
Sewer Connection Fee	1,534,752
Water System Connection Fee (3/4" Meter)	914,836
Storm Drain Fee	561,630
Traffic Circulation Fee	2,344,760
Quimby Fees	1,762,862
Growth Requirement Capital Fee	1,198,967
Parks and Recreation Fee	73,000
Public Art Program	206,718
Total	\$15,994,836

Facilities Incidental Expenses	
Costs of Issuance/Incidental Costs	\$300,000
Reserve Fund	1,426,737
Capitalized Interest	792,900
Underwriter Discount	264,300
Initial Annual Administration Costs	50,000

General Services

Landscape & Street Lights (Harbor & 5th)	\$93,926
Sewer Lift Station	42,000
Public Storm Drain Maintenance (Harbor & 5th)	16,890
City Administration & Overhead	25,510
Edison Canal and Channel Islands Harbor Maintenance	86,000
RPA Maintenance (24 Acres)	15,714
Milk Vetch Maintenance	88,180
Contingency	36,822
Total	\$405,042

Remediation Services

Environmental Operations, Maintenance, and Monitoring	\$482,981
Administration Costs	25,000
Total	\$507,981

EXHIBIT D

RATE AND METHOD OF APPORTIONMENT FOR CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (Northshore at Mandalay Bay)

Three Special Taxes, as hereinafter defined, shall be levied on all Assessor's Parcels in the City of Oxnard (the "City") Community Facilities District No. 9 (Northshore at Mandalay Bay) ("CFD No. 9") and collected each Fiscal Year commencing in Fiscal Year 2022/23, in amounts determined by the City or its designee, through the application of the Rate and Method of Apportionment as described below. All real property in CFD No. 9, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.2 as that may be amended from time to time, that is accessory to a single-unit dwelling located on an Assessor's Parcel.

"Acre" or "Acreage" means that acreage shown on the Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event that the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel may be determined by the CFD Administrator based upon the applicable condominium plan, final map, parcel map or calculated using available spatial data and GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 9: the costs of any paying agents/fiscal agents/trustees related to Bond payments (including the fees and expenses of its counsel), banking and management; the costs of computing the Special Tax Requirements, the Special Taxes and of preparing the collection schedules for the Special Taxes; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of California law (including the Act) and the federal securities laws; costs of responding to public inquiries regarding the Special Taxes; the costs of the City or designee related to an appeal of the Special Taxes or interpretation of the Rate and Method of Apportionment; amounts needed to pay rebate to the federal government related to Bonds; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in the City. Administrative Expenses shall also include an allocable share of the salaries of City staff and an allocable portion of City overhead costs relating to the foregoing, or costs of the

City in any way related to the establishment or administration of the City. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 9 for any other administrative purposes of CFD No. 9.

"Assessor's Data" means the property characteristic data compiled and maintained by the County Assessor for each Assessor's Parcel, including, but not limited to, Assessor's Parcel Number, Building Square Footage, and Units.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" or **"APN"** means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax - Facilities" means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Assigned Special Tax - Environmental" means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Authorized Environmental Services" means the services related to environmental operations, maintenance, and monitoring authorized to be funded, in whole or in part, by CFD No. 9.

"Authorized Facilities" means the public facilities and capital fees, authorized to be financed, in whole or in part, by CFD No. 9, including by the proceeds of any CFD No. 9 Bonds.

"Authorized Maintenance Services" means the services authorized to be funded, in whole or in part, by CFD No. 9.

"Backup Special Tax - Environmental" means the Backup Special Tax - Environmental applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

"Backup Special Tax - Facilities" means the Backup Special Tax - Facilities applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by or on behalf of CFD No. 9 under the Act. Bonds also includes any bonds issued to refinance a previous bond issue.

"Boundary Map" means that map recorded with the County recorder's office on _____ in Book __ at Page __ as Document Number _____.

"Building Square Footage" or **"Building Square Feet"** or, singularly, **"Building Square Foot"** means the building square footage assigned to each Assessor's Parcel, which may be determined by referencing (i) Assessor's Data, (ii) site surveys, and/or (iii) other research by the CFD Administrator.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements, and providing for the levy and collection of the Special Taxes.

"CFD No. 9" means City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay).

"City" means the City of Oxnard, California.

"City Council" means the City Council, acting as the legislative body of CFD No. 9.

"Consumer Price Index" or **"CPI"** means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Urban Consumers" in the Los Angeles – Riverside – Orange County Area, measured as of the month of April in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

"County" means the County of Ventura.

"Debt Service" means for each Debt Year, the total amount of principal and interest due for any Bonds of CFD No. 9.

"Debt Year" means each 12-month period designated as such, or by a similar term, in the Indenture for each series of Bonds.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Taxable Contingent Property, for which a Building Permit was issued on or before June 1 of the prior Fiscal Year. For example, Taxable Property for which a Building Permit was issued on or before June 1 of the prior Fiscal Year (i.e., June 1, 2022), would be treated as Developed Property for Fiscal Year 2022/23.

"Disbursement Agreement" means the Special Tax Disbursement Agreement executed on [DATE].

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"GIS" or **"Geographic Information System"** means a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds for CFD No. 9 are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means, individually or collectively, as the context requires, the Maximum Special Tax – Facilities, the Maximum Special Tax – Services, and/or the Maximum Special Tax – Environmental.

"Maximum Special Tax - Environmental" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Special Tax - Facilities" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Special Tax - Services" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Outstanding Bonds" means all Bonds that are outstanding under and in accordance with the provisions of the Indenture.

"Pay-As-You-Go Expenditure" means Pay-As-You-Go Revenue which is used or set aside for Authorized Facilities. Pay-As-You-Go Expenditures may be included in the Special Tax Requirement until all Authorized Facilities have been constructed or acquired.

"Pay-As-You-Go Revenue" means Special Tax - Facilities revenues that are available after being used or set aside for Debt Service and Administrative Expenses.

"Property Owner Association Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 9 that is owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

"Property Type" means either Single Family Residential Property, Taxable Contingent Property, or Tax-Exempt Property.

"Proportionately" means for Developed Property, Taxable Contingent Property and Undeveloped Property that the ratio of each Special Tax levy to the related Maximum Special Tax is equal for all Assessors' Parcels of Developed Property, Taxable Contingent Property and Undeveloped Property, respectively.

"Public Property" means property within the boundaries of CFD No. 9 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public right-of-way has been granted to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Tax for CFD No. 9.

“Services Operating Reserve” means one or more accounts (whether funded by Special Taxes – Services or from funds outside of CFD No. 9) held by the City that serve as a reserve for Authorized Maintenance Services; provided, however, that the Services Operating Reserve may not exceed the Services Operating Reserve Requirement.

“Services Operating Reserve Requirement” means, in the aggregate for a Fiscal Year, an amount not in excess of the Maximum Special Tax – Services that may be levied on Taxable Property in such Fiscal Year.

“Single Family Residential Property” means all Assessor’s Parcels of Developed Property with a residential structure intended for a single Unit.

“Special Tax(es)” means, individually or collectively as the context requires, Special Tax – Facilities, Special Tax – Services, and/or Special Tax – Environmental.

“Special Tax – Environmental” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Environmental.

“Special Tax – Facilities” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Facilities.

“Special Tax – Services” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Services.

“Special Tax Requirements” means, collectively, Special Tax Requirement – Facilities, Special Tax Requirement – Services, and Special Tax Requirement – Environmental.

“Special Tax Requirement - Environmental” means that amount required in any Fiscal Year for CFD No. 9 to pay for Authorized Environmental Services as determined by the budget set forth in the Disbursement Agreement (as such Disbursement Agreement may be amended from time to time). The budget set forth in the _ Disbursement Agreement is inclusive of contingency and reserves. The Special Tax – Environmental will not contribute to Administrative Expenses.

“Special Tax Requirement - Facilities” means that amount required in any Fiscal Year for CFD No. 9 to (1) pay Debt Service on all Outstanding Bonds which is due in such Fiscal Year; (2) pay Administrative Expenses; (3) provide any amount required to establish or replenish a reserve fund in connection with any Bonds; (4) through Fiscal Year 2042/43, any amounts needed for Pay-As-You-Go Expenditures eligible to be funded by CFD No. 9 under the Act, to the extent that the inclusion of such amounts does not increase the Special Tax - Facilities levy on Undeveloped Property; and (5) provide an amount equal to reasonably anticipated Special Tax - Facilities delinquencies based on the delinquency rate for the Special Tax - Facilities levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act, and without duplicating any amounts described in clauses (3). The amounts referred to in clauses (1) through (5) of the preceding sentence may be reduced in any Fiscal Year (in the City’s sole discretion) by (i) interest

earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against Debt Service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Special Tax - Facilities, and (iii) any other revenues available to pay Debt Service on the Outstanding Bonds or other indebtedness as determined by the CFD Administrator.

"Special Tax Requirement - Services" means that amount required in any Fiscal Year for CFD No. 9 to (1) pay for Authorized Maintenance Services; (2) pay Administrative Expenses; (3) provide an amount equal to reasonably anticipated Special Tax - Services delinquencies based on the delinquency rate for the Special Tax - Services levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act; and (4) provide any amount required to establish or replenish any Services Operating Reserve, to the extent that the inclusion of such amounts does not increase the Special Tax – Services levy on Undeveloped Property. The amounts referred to in clauses (1) through (4) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) proceeds from the collection of penalties associated with delinquent Special Tax – Services, (ii) any other revenues available to pay for Authorized Maintenance Services as determined by the CFD Administrator.

"State" means the State of California.

"Tax Escalation Factor" means a factor equal to the April annualized CPI for Los Angeles/Long Beach/Anaheim for all urban consumers that will be applied annually after 2022/23 and each Fiscal Year thereafter to increase the Maximum Special Tax – Services and Maximum Special Tax - Environmental over the previous year as shown in Section C. In the event that the percentage change in the annualized CPI is negative, the Maximum Special Tax Rate - Services and Maximum Special Tax – Environmental shall not be decreased, and the Tax Escalation Factor shall be 0.00%.

"Tax-Exempt Property" means all Assessor's Parcels within the boundaries of CFD No. 9 which are exempt from the Special Tax pursuant to the Act or Section E below.

"Taxable Contingent Property" means, collectively, Taxable Property Owner Association Property and Taxable Public Property.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 9 which are not exempt from the Special Taxes pursuant to the Act or Section E below.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Welfare Exempt Property" means all Assessor's Parcels of Welfare Exempt Property that are not exempt pursuant to Section E below.

"Trustee" means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property that is not Developed Property.

“Unit” means an individual residential living space. The number of Units assigned to each Assessor’s Parcel may be determined by (i) referencing Assessor’s Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator. An Accessory Dwelling Unit shall be considered a Unit for the purposes of the Special Taxes.

“Welfare Exempt Property” means (A) for the Special Tax – Facilities, all Assessor’s Parcels within the boundaries of CFD No. 9 that, prior to the issuance of the first series of Bonds, have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code. Once the first series of Bonds have been issued for CFD No. 9, property may no longer be categorized as Welfare Exempt Property for the Special Tax – Facilities under this Rate and Method of Apportionment regardless of whether the Assessor’s Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code; (B) for the Special Tax – Services, all Assessor’s Parcels within the boundaries of CFD No. 9 that have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code, irrespective of whether Bonds have been issued; and (C) for the Special Tax – Environmental, because the Disbursement Agreement has already been executed and the Disbursement Agreement constitutes “debt” as defined by Section 53317 of the Act, all Assessor’s Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall not be eligible to be categorized as Welfare Exempt Property for the Special Tax – Environmental under this Rate and Method of Apportionment, and, therefore, all Assessor’s Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall be levied the Special Tax – Environmental regardless of whether an Assessor’s Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

“Zone” means the assignment of Assessor’s Parcels to a zone as shown on the Boundary Map of CFD No. 9.

“Zone A” means Assessor’s Parcels located in Zone A as shown on the Boundary Map of CFD No. 9.

“Zone B” means Assessor’s Parcels located in Zone B as shown on the Boundary Map of CFD No. 9.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD No. 9. If any Assessor’s Parcel Numbers are no longer valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor’s Parcel Number(s) that are in effect for the current Fiscal Year. To the extent Assessor’s Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Special Tax rates shall be assigned to the new Assessor’s Parcel(s) pursuant to Section C.

Each Fiscal Year, all Assessor's Parcels within CFD No. 9 shall be classified as follows:

1. Each Assessor's Parcel shall be determined to be Taxable Property or Tax-Exempt Property.
2. Each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property or Taxable Contingent Property. Taxable Property shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D below.
3. Each Assessor's Parcel of Developed Property shall be further classified as Single Family Residential Property. For Single Family Residential Property, the Building Square Footage for each Assessor's Parcel shall be determined.

C. MAXIMUM SPECIAL TAX RATES

Notwithstanding the below, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel for which an occupancy permit for private residential use has been issued be increased by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default by the owner(s) of any other Assessor's Parcel within CFD No. 9.

MAXIMUM SPECIAL TAX – FACILITIES

1. Developed Property

The Maximum Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Facilities or (ii) the amount derived by application of the Backup Special Tax - Facilities.

Assigned Special Tax - Facilities

The Assigned Special Tax - Facilities for each Assessor's Parcel of Developed Property is shown in Table 1.

**TABLE 1
ASSIGNED SPECIAL TAX - FACILITIES FOR DEVELOPED PROPERTY
FISCAL YEAR 2022/23**

Building Square Footage	Assigned Special Tax - Facilities Rate	Per	Zone
Less than 2,100 sq. ft.	\$2,418.84	Unit	A & B
2,100 - 2,249 sq. ft.	2,543.84	Unit	A & B
2,250 - 2,399 sq. ft.	2,707.07	Unit	A & B
2,400 - 2,549 sq. ft.	2,772.37	Unit	A & B
2,550 - 2,699 sq. ft.	2,919.28	Unit	A & B

2,700 - 2,849 sq. ft.	3,066.19	Unit	A & B
2,850 - 2,999 sq. ft.	3,266.19	Unit	A & B
3,000 – 3,149 sq. ft.	3,466.19	Unit	A & B
3,150 - 3,299 sq. ft.	3,653.83	Unit	A & B
3,300 - 3,449 sq. ft.	3,817.06	Unit	A & B
3,450 - 3,549 sq. ft.	3,980.29	Unit	A & B
3,550 - 3,649 sq. ft.	4,045.59	Unit	A & B
3,650 - 3,799 sq. ft.	4,135.59	Unit	A & B
3,800 - 3,949 sq. ft.	4,225.59	Unit	A & B
3,950 – 4,099 sq. ft.	4,315.59	Unit	A & B
4,100 - 4,250 sq. ft.	4,437.35	Unit	A & B
Greater than 4,250 sq. ft.	4,567.93	Unit	A & B

Increase in the Assigned Special Tax – Facilities

On each July 1, commencing on July 1, 2023, the Assigned Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Facilities

The Backup Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be \$3,752 per Unit for Zone A and \$2,770 per Unit for Zone B.

The Backup Special Tax - Facilities for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property, except for the increase detailed below.

Increase in the Backup Special Tax - Facilities

On each July 1, commencing on July 1, 2023, the Backup Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property and Taxable Contingent Property

Maximum Special Tax – Facilities

The Maximum Special Tax - Facilities for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$27,065 per Acre for Zone A and \$42,607 per Acre for Zone B.

Increase in the Maximum Special Tax – Facilities

On each July 1, commencing on July 1, 2023, the Maximum Special Tax - Facilities for Undeveloped Property and Taxable Contingent Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

MAXIMUM SPECIAL TAX – SERVICES

1. Developed Property, Taxable Contingent Property and Undeveloped Property

The Maximum Special Tax – Services for each Assessor’s Parcel of Developed Property, Taxable Contingent Property and Undeveloped Property is shown in Table 2.

**TABLE 2
MAXIMUM SPECIAL TAX - SERVICES
FISCAL YEAR 2022/23**

Land Use	Maximum Special Tax - Services Rate	Per	Zone
Developed Property– Single Family Residential Property	\$1,387	Unit	A & B
Undeveloped Property/Taxable Contingent Property	\$12,478	Acre	A & B

Increase in the Maximum Special Tax - Services

On each July 1, commencing on July 1, 2023, the Maximum Special Tax – Services for Developed Property, Taxable Contingent Property and Undeveloped Property shall be increased by an amount equal to the greater of two percent (2%) or the Tax Escalation Factor, provided that the annual escalation shall not under any circumstances exceed 5%.

MAXIMUM SPECIAL TAX – ENVIRONMENTAL

1. Developed Property

The Maximum Special Tax - Environmental for each Assessor’s Parcel of Developed shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Environmental or (ii) the amount derived by application of the Backup Special Tax - Environmental.

Assigned Special Tax - Environmental

The Assigned Special Tax - Environmental for each Assessor’s Parcel of Developed Property is shown in Table 3.

**TABLE 3
ASSIGNED SPECIAL TAX - ENVIRONMENTAL FOR DEVELOPED PROPERTY**

FISCAL YEAR 2022/23

Land Use	Assigned Special Tax - Environmental Rate	Per	Zone
Developed Property – Single Family Residential Property	\$1,760	Unit	A & B

Increase in the Assigned Special Tax - Environmental

On each July 1, commencing on July 1, 2023, the Assigned Special Tax - Environmental for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Environmental

The Backup Special Tax - Environmental for each Assessor's Parcel of Developed Property shall be \$1,760 per Unit for Zone A and Zone B.

Increase in the Backup Special Tax - Environmental

On each July 1, commencing on July 1, 2023, the Backup Special Tax - Environmental for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property and Taxable Contingent Property

Maximum Special Tax – Environmental

The Maximum Special Tax - Environmental for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$15,649 per Acre for Zone A and Zone B.

Increase in the Maximum Special Tax – Environmental

On each July 1, commencing on July 1, 2023, the Maximum Special Tax - Environmental for Undeveloped Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

Commencing with Fiscal Year 2022/23 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirements, and shall levy each Special Tax until the amount of a Special Tax equals the applicable Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Special Tax - Facilities

First: The Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Facilities for

Developed Property to satisfy the Special Tax Requirement - Facilities.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Facilities is derived by the application of the Backup Special Tax – Facilities and shall be increased Proportionately from the Assigned Special Tax – Facilities up to the Maximum Special Tax – Facilities for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Facilities for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Facilities for Taxable Contingent Property.

Special Tax - Services

First: The Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Developed Property to satisfy the Special Tax Requirement - Services.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Undeveloped Property to satisfy the Special Tax Requirement - Services.

Third: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax – Services shall be levied Proportionately on all Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Services for Taxable Contingent Property.

Special Tax Requirement - Environmental

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Environmental for Developed Property to satisfy the Special Tax Requirement - Environmental.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Environmental is derived by the application of the Backup Special Tax – Environmental and shall be increased Proportionately from the Assigned Special Tax – Environmental up to the Maximum Special Tax – Environmental for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Environmental for

Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Environmental for Taxable Contingent Property.

E. EXEMPTIONS

1. No Special Taxes shall be levied on up to 50.46 Acres of Property Owner Association Property and Public Property for Zone A and up to 7.34 Acres of Property Owner Association Property and Public Property for Zone B. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, or Public Property.
2. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code prior to the first series of CFD No. 9 Bonds shall thereafter be exempt from the Special Tax - Facilities. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code after the first series of CFD No. 9 Bonds have been issued shall not be considered Welfare Exempt Property for the Special Taxes - Facilities and shall not be exempt from Special Tax - Facilities.
3. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall thereafter be exempt from the Special Tax – Services, irrespective of whether Bonds have been issued.
4. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall not be exempt from the Special Tax - Environmental.
5. Property Owner Association Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Property Owner Association Property. Taxable Property Owner Association Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.
6. Public Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Public Property. Taxable Public Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.
7. Prior to 60 days before the issuance of the first series of CFD No. 9 Bonds, the CFD Administrator may increase or decrease the exempt Acres described in paragraph 1 to better reflect the actual tax-exempt acreage within CFD No. 9. However, notwithstanding the above,

the final number of taxable Acres in CFD No. 9 shall not be decreased if it causes an increase in the Special Tax – Facilities or Special Tax - Environmental levied on any existing Assessor's Parcel of Developed Property.

F. APPEALS

Any property owner may file a written appeal of the Special Taxes with the CFD Administrator claiming that the amount or application of the Special Taxes is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Taxes to be modified or changed in favor of the property owner, the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS

The City Council may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Taxes, method of apportionment, classification of Assessor's Parcels, or any definition used herein, as long as such correction does not materially affect the levy and collection of Special Taxes. In addition, the interpretation and application of any section of this document shall be at the City's discretion.

H. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD Administrator may, at the sole discretion of the City, directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner as necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on Assessor's Parcels of Taxable Property that are delinquent in the payment of the Special Tax.

I. PREPAYMENT OF SPECIAL TAX - FACILITIES

The following definition applies to this Section I:

"Future Facilities Amount" means, \$17,000,000, all Authorized Facilities financed or anticipated by the City to be financed by CFD No. 9, minus (i) the proceeds of any previously issued Bonds which were, at the time of issuance, available to the City for Authorized Facilities, (ii) the cost of Authorized Facilities or portions thereof previously paid for by Pay-As-You-Go Revenue, and (ii) cost of Authorized Facilities or portions thereof to be paid for by Pay-As-You-Go Revenue previously received and not yet spent. The Future Facilities Amount shall not be less than \$0.

"Maximum Special Tax Percentage to be Prepaid" means the percentage of the Maximum Special Tax - Facilities prepaid as determined by the CFD Administrator after application of the prepayment calculation set forth below.

"Previously Issued Bonds" means all Bonds that have been issued by CFD No. 9 prior to the date of prepayment.

1. Prepayment in Full

The Special Tax - Facilities obligation of an Assessor's Parcel of Developed Property, Taxable Contingent Property, or Undeveloped Property may be prepaid and permanently satisfied as described herein; provided that there are no delinquent installments of the Special Tax - Facilities with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax - Facilities obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 45 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 75 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture. The CFD Administrator may charge a fee for providing this service.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount	
	plus	Redemption Premium
	plus	Defeasance Amount
	plus	Administrative Fees and Expenses
	less	Reserve Fund Credit
	<u>less</u>	<u>Capitalized Interest Credit</u>
Total:	equals	Special Tax Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Step Number:

1. Confirm that no Special Tax - Facilities delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property and Taxable Contingent Property compute the Assigned Special Tax - Facilities and Backup Special Tax - Facilities. For Assessor's Parcels of Undeveloped Property to be prepaid, compute the Assigned Special Tax - Facilities and Backup Special Tax – Facilities for that Assessor's Parcel as though it was already designated as Developed Property, based upon the number of expected Units to be developed on that Assessor's Parcel.
3. Divide the Assigned Special Tax - Facilities computed pursuant to Step 2 by the total estimated Assigned Special Tax - Facilities for CFD No. 9 based on the Developed Property Special Tax - Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax – Facilities obligation in full pursuant to Section I.1.
 - b. Divide the Backup Special Tax - Facilities computed pursuant to Step 2 by the total estimated Backup Special Tax – Facilities for CFD No. 9 based on the Developed Property Special Tax – Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax – Facilities obligation in full pursuant to Section I.1.
4. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the *"Bond Redemption Amount"*).
5. Compute the current Future Facilities Costs.
6. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the total Future Facilities Costs to compute the amount of the Future Facilities Amount to be prepaid (the *"Future Facilities Amount"*).
7. Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the *"Redemption Premium"*).
8. Compute the amount needed to pay interest on the Bond Redemption Amount on the earliest redemption date for the Outstanding Bonds.
9. Compute the amount the Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
10. Subtract the amount computed pursuant to Step 9 from the amount computed pursuant to Step 8 (the *"Defeasance Amount"*).
11. Verify the administrative fees and expenses, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming the

Outstanding Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the “*Administrative Fees and Expenses*”).

12. A reserve fund credit (the “*Reserve Fund Credit*”) shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to Steps 3.a or 3.b by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “*Capitalized Interest Credit*”).
14. The Special Tax - Facilities prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10 and 11, less the amount computed pursuant to Steps 12 and 13 (the “*Prepayment Amount*”).
15. From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, 10, 12, and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds and make debt service payments. The amount computed pursuant to Step 6 shall be deposited into the Construction Fund. The amount computed pursuant to Step 11 shall be retained by the City for the payment of Administrative Fees and Expenses.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment amount that is not \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

Any current-year Special Tax – Facilities that has been placed on the County tax roll will remain on the tax roll.

Notwithstanding the foregoing, no Special Tax - Facilities prepayment shall be allowed unless the amount of the Maximum Special Tax - Facilities that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax – Facilities may be partially prepaid, provided that a partial prepayment may be made after all authorized CFD No. 9 Bonds have been issued and only for Assessor’s Parcels of Developed Property, or Taxable Contingent Property, and only if there are no delinquent Annual Special Taxes with respect to such Assessor’s Parcel at the time of partial prepayment. The amount of the prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

- PP = the partial prepayment
- P_E = the Special Tax - Facilities Prepayment Amount calculated according to Section I.1
- F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax - Facilities.

The Special Tax - Facilities partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax - Facilities and the percentage by which the Special Tax - Facilities shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax - Facilities for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted according to Section I.1, and (ii) indicate in the records of CFD No. 9 that there has been a partial prepayment of the Special Tax - Facilities and that a portion of the Special Tax - Facilities with respect to such Assessor's Parcel, equal to the outstanding percentage $(1.00 - F)$ of the remaining Maximum Special Tax - Facilities, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

J. TERM

The Special Tax - Facilities shall be levied commencing in Fiscal Year 2022/23 to the extent needed to satisfy the Special Tax Requirement – Facilities and shall not be levied after Fiscal Year 2065/66, however any Special Tax - Facilities that was lawfully levied for Authorized Facilities in or before Fiscal Year 2065/66 and that remains delinquent may be collected in subsequent years.

The Special Tax – Services shall be levied commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Special Tax Requirement – Services and shall be levied for as long as required to satisfy the Special Tax Requirement – Services.

The Special Tax – Environmental shall be levied commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Special Tax Requirement – Environmental and shall be levied for as long as the obligations associated with the Authorized Environmental Services are outstanding.

EXHIBIT E

CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY)

RESPONSE PLAN DATED DECEMBER 17, 2018, AND OPERATION AND MAINTENANCE PLAN DATED MARCH 7, 2019

This is a **SUMMARY** of the Response Plan approved by DTSC on December 17, 2018, and the Operation and Maintenance Plan approved by DTSC on March 7, 2019. The complete Plans are available at the City of Oxnard City Clerk's Office and on the City's website: (<https://www.oxnard.org/northshore-cfd-9/>) . Due to the size of these plans, the summary is being provided in this exhibit.

I. BACKGROUND

The property (the **"Site"**) that will be subject to the Northshore at Mandalay Bay Community Facilities District No. 9 (the **"CFD"**) consists of approximately 90 acres of undeveloped land located at the northeastern corner of the intersection of South Harbor Boulevard and West Fifth Street in Oxnard, California. Approximately 60 acres are planned for residential development and approximately 30 acres are established habitat Resource Protection Areas (**"RPAs"**) including the protected Ventura Marsh Milk-Vetch, beneath which Soil Consolidated Areas (**"SCAs"**) or landfills were constructed.

The Site was used as a permitted oil field waste disposal facility from approximately 1954 through 1982. Various oil field waste materials (drilling mud and cuttings, tailings, sand, formation water, residual oil, and other chemical compounds) were disposed of at the Site during this time.

Following Site characterization efforts beginning in 1991, remedial action and response plans were developed and approved, and the Site has been remediated in accordance with federal and state standards under the oversight and approval of the California Environmental Protection Agency Department of Toxic Substances Control (**"DTSC"**) and the California Regional Water Quality Control Board, Los Angeles Region (**"RWQCB"**). As of June 2021, all active remediation has been completed at the Site, and DTSC has approved it for residential use.

On April 10, 2018, MPL Property Holdings, LLC (**"MPL"**), the Site's owner, and DTSC entered into a California Land Reuse and Revitalization Act (**"CLRRRA"**) agreement (**"CLRRRA Agreement"**) under California Health and Safety Code sections 25395.60 et seq. by which MPL agreed to perform response actions at the Site as required by the CLRRRA Agreement, record a Land Use Covenant, implement an Operations and Maintenance and Monitoring Plan approved by DTSC on March 7, 2019 (the **"OM&M Plan"**), and undertake a DTSC-approved Response Plan (the **"Response Plan"**, collectively with the OM&M Plan, the **"Response Action Obligations"**).

As of June 21, 2021, all active remediation has been completed at the Site in accordance with the Response Plan, leaving Response Action Obligations that involve long-term operation and maintenance of groundwater monitoring, soil vapor extraction systems and land use and institutional controls (collectively, **"OM&M"**) and Vapor Intrusion Mitigation (**"VIM"**) system installations as the final activities required.

As part of home construction, homebuilders will construct VIM systems to provide additional protection to residents. In addition, homebuilders will install VIM systems beneath model homes so that the VIM design can be tested and determined to fulfill DTSC requirements. VIM systems have been used extensively on many projects, and it is not expected that any changes to the VIM design will be made as a result of the design test. The design test is expected to document that the protective nature of a VIM system significantly exceeds the conservative assumptions required by DTSC.

MPL intends to assign the CLRRRA Agreement to the Northshore Environmental Conservancy (the “**NEC**”), a California mutual benefit corporation. The NEC will assume and perform all remaining Response Action Obligations, principally long-term OM&M response actions, including long-term ownership and management of the RPAs (Lots D, F & H) and milk vetch areas, and will maintain easement rights over the entire Site to perform these obligations.

MPL has requested the City of Oxnard (the “**City**”) to form the CFD under the Mello-Roos Community Facilities Act of 1982 to levy and collect annual special taxes on lots within the Site to fund the NEC’s costs of performing the Response Action Obligations and related expenses until DTSC provides a final Certificate of Completion under CLRRRA or its substantial equivalent evidencing the completion of all Response Action Obligations. The revenues from these special taxes are expected to fully fund all Response Action Obligations, and the formation and use of the CFD have been approved by DTSC for this purpose.

II. The Response Plan and the OM&M Plan

The Response Plan outlines response actions conducted and completed at the Site since 2013 and identifies future response actions to be implemented. The Response Plan was prepared, publicly reviewed, and approved in accordance with CLRRRA. As of June 2021, all active remediation required under the Response Plan has been completed.

All remedial action objectives for soil identified in the Feasibility Study/Remedial Action Plan approved by DTSC in 2006 for the Site have been achieved in the residential area of the Site. Pursuant to the Response Plan, soil vapor objectives were achieved and will be maintained with (1) short-term ongoing operation of the SVE system described below (anticipated to run another 1-2 years), and (2) installation of localized VIM systems under each residential building to be constructed (VIM installation to be done by homebuilders). Concentrations of soil vapor chemicals have decreased with time and are expected to continue to decrease, which may render the VIM system protections redundant and unnecessary.

The Response Plan and the OM&M Plan address the following:

1. SVE System. Two areas were identified by DTSC in 2016 as requiring soil vapor extraction (“**SVE**”) remediation to diminish observed soil vapors: Remedial Area A, located in the northeastern portion of the Site, and Remedial Area B, located in the southwestern portion of the Site. Use of SVE was approved by DTSC and an SVE system was installed by MPL in 2016. The SVE system has been operating since October 31, 2016 and has reduced remaining soil vapor chemicals of concern. At such time DTSC determines that final soil vapor remedial action objectives have been achieved and all final inspections and monitoring activities have been completed pursuant to the OM&M Plan and the Response Plan, the NEC will abandon or remove the SVE system. It is expected that the SVE system will operate for one or two more years.

2. VIM Systems. Homebuilders will construct vapor VIM systems integral to the foundation under each residential building to provide residents additional protection. In two letters dated October 10, 2008, DTSC (1) confirmed the suitability of the Site, excluding the RPA, for residential use and the completion of soil remediation (as soil met numerically defined remedial action objectives), and (2) approved the proposed installation of VIM systems beneath all residential parcels, to be designed, installed, and maintained as detailed in the *Vapor Intrusion Mitigation System Design and Construction Plan* approved by DTSC on February 19, 2019. A fourth Addendum to the Project's Final EIR was prepared to address the addition of the VIM systems, as reflected in the Response Plan.

The OM&M Plan provides for long-term operations and maintenance (O&M) on the Site that includes groundwater monitoring, the SVE system, the VIM systems and the SCAs. A Contingency Plan which forms a part of the O&M Plan and approved by DTSC addresses an unanticipated need for additional response actions. Once it is assigned the CLRRRA Agreement and all Response Action Obligations, the NEC will assume all long-term responsibilities and administer the OM&M Plan.

The OM&M Plan obligations will be implemented and funded by the following financial mechanisms:

1. CFD. As noted, the City is forming a CFD to levy and collect annual special taxes on lots within the Site to fund the costs of performing the Response Action Obligations and related expenses until DTSC provides a Certificate of Completion under CLRRRA or its substantial equivalent evidencing the completion of all Response Action Obligations. The revenues from these special taxes are expected to fully fund all Response Action Obligations and have been approved by DTSC for this purpose. The NEC, City, and CFD will enter into a Special Tax Disbursement Agreement pursuant to which the NEC will obtain the right to receive certain proceeds of the special taxes to be levied by the CFD for use in performing the Response Action Obligations, principally long-term OM&M.

2. Reserve Fund. MPL will deposit monies into a reserve fund to underwrite the initial operation of the NEC, and to provide initial reserves in accord with the DTSC-approved Financial Assurance Plan for the residential Project.

3. Environmental Insurance Policy. MPL has obtained a Pollution and Remediation Legal Liability Policy issued by XL Group on December 30, 2013, which provides coverage for various environmental losses that could occur and that may not be funded by the CFD or the Reserve Fund for a 10-year term.

MPL will also record on all Site lots environmental covenants, conditions, and restrictions which, among other things, provides for (1) habitat preservation requirements, (2) OM&M obligations, (3) use restrictions, and (4) protection of the Site's remedial systems against damage, impairment or interference.

MAP OF PROPOSED BOUNDARIES OF
CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 9
(NORTHSHORE AT MANDALAY BAY)

CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

ID	APN	ID	APN	ID	APN	ID	APN	ID	APN
1	196-0-090-015	51	196-0-092-095	101	196-0-100-035	151	196-0-110-345	201	196-0-120-405
2	196-0-091-015	52	196-0-092-105	102	196-0-100-045	152	196-0-110-355	202	196-0-120-415
3	196-0-091-025	53	196-0-092-115	103	196-0-100-055	153	196-0-110-365	203	196-0-120-425
4	196-0-091-035	54	196-0-092-125	104	196-0-100-065	154	196-0-110-375	204	196-0-120-435
5	196-0-091-045	55	196-0-092-135	105	196-0-100-075	155	196-0-110-385	205	196-0-120-445
6	196-0-091-055	56	196-0-092-145	106	196-0-100-085	156	196-0-110-395	206	196-0-120-455
7	196-0-091-065	57	196-0-092-155	107	196-0-100-095	157	196-0-110-405	207	196-0-120-465
8	196-0-091-075	58	196-0-092-165	108	196-0-100-105	158	196-0-110-415	208	196-0-120-475
9	196-0-091-085	59	196-0-092-175	109	196-0-100-115	159	196-0-110-425	209	196-0-120-485
10	196-0-091-095	60	196-0-092-185	110	196-0-100-125	160	196-0-110-435	210	196-0-120-495
11	196-0-091-105	61	196-0-092-195	111	196-0-100-135	161	196-0-110-445	211	196-0-120-505
12	196-0-091-115	62	196-0-092-205	112	196-0-100-145	162	196-0-120-015	212	196-0-120-515
13	196-0-091-125	63	196-0-092-215	113	196-0-100-155	163	196-0-120-025	213	196-0-120-525
14	196-0-091-135	64	196-0-092-225	114	196-0-100-165	164	196-0-120-035	214	196-0-120-535
15	196-0-091-145	65	196-0-093-015	115	196-0-100-175	165	196-0-120-045		
16	196-0-091-155	66	196-0-093-025	116	196-0-100-185	166	196-0-120-055		
17	196-0-091-165	67	196-0-093-035	117	196-0-100-195	167	196-0-120-065		
18	196-0-091-175	68	196-0-093-045	118	196-0-110-015	168	196-0-120-075		
19	196-0-091-185	69	196-0-093-055	119	196-0-110-025	169	196-0-120-085		
20	196-0-091-195	70	196-0-093-065	120	196-0-110-035	170	196-0-120-095		
21	196-0-091-205	71	196-0-093-075	121	196-0-110-045	171	196-0-120-105		
22	196-0-091-215	72	196-0-093-085	122	196-0-110-055	172	196-0-120-115		
23	196-0-091-225	73	196-0-093-095	123	196-0-110-065	173	196-0-120-125		
24	196-0-091-235	74	196-0-093-105	124	196-0-110-075	174	196-0-120-135		
25	196-0-091-245	75	196-0-093-115	125	196-0-110-085	175	196-0-120-145		
26	196-0-091-255	76	196-0-093-125	126	196-0-110-095	176	196-0-120-155		
27	196-0-091-265	77	196-0-093-135	127	196-0-110-105	177	196-0-120-165		
28	196-0-091-275	78	196-0-093-145	128	196-0-110-115	178	196-0-120-175		
29	196-0-091-285	79	196-0-093-155	129	196-0-110-125	179	196-0-120-185		
30	196-0-091-295	80	196-0-093-165	130	196-0-110-135	180	196-0-120-195		
31	196-0-091-305	81	196-0-093-175	131	196-0-110-145	181	196-0-120-205		
32	196-0-091-315	82	196-0-093-185	132	196-0-110-155	182	196-0-120-215		
33	196-0-091-325	83	196-0-093-195	133	196-0-110-165	183	196-0-120-225		
34	196-0-091-335	84	196-0-094-015	134	196-0-110-175	184	196-0-120-235		
35	196-0-091-345	85	196-0-094-025	135	196-0-110-185	185	196-0-120-245		
36	196-0-091-355	86	196-0-094-035	136	196-0-110-195	186	196-0-120-255		
37	196-0-091-365	87	196-0-094-045	137	196-0-110-205	187	196-0-120-265		
38	196-0-091-375	88	196-0-094-055	138	196-0-110-215	188	196-0-120-275		
39	196-0-091-385	89	196-0-094-065	139	196-0-110-225	189	196-0-120-285		
40	196-0-091-395	90	196-0-094-075	140	196-0-110-235	190	196-0-120-295		
41	196-0-091-405	91	196-0-094-085	141	196-0-110-245	191	196-0-120-305		
42	196-0-091-415	92	196-0-094-095	142	196-0-110-255	192	196-0-120-315		
43	196-0-092-015	93	196-0-094-105	143	196-0-110-265	193	196-0-120-325		
44	196-0-092-025	94	196-0-094-115	144	196-0-110-275	194	196-0-120-335		
45	196-0-092-035	95	196-0-094-125	145	196-0-110-285	195	196-0-120-345		
46	196-0-092-045	96	196-0-094-135	146	196-0-110-295	196	196-0-120-355		
47	196-0-092-055	97	196-0-094-145	147	196-0-110-305	197	196-0-120-365		
48	196-0-092-065	98	196-0-094-155	148	196-0-110-315	198	196-0-120-375		
49	196-0-092-075	99	196-0-100-015	149	196-0-110-325	199	196-0-120-385		
50	196-0-092-085	100	196-0-100-025	150	196-0-110-335	200	196-0-120-395		

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OXNARD THIS _____ DAY OF _____, 20__.

CITY CLERK _____

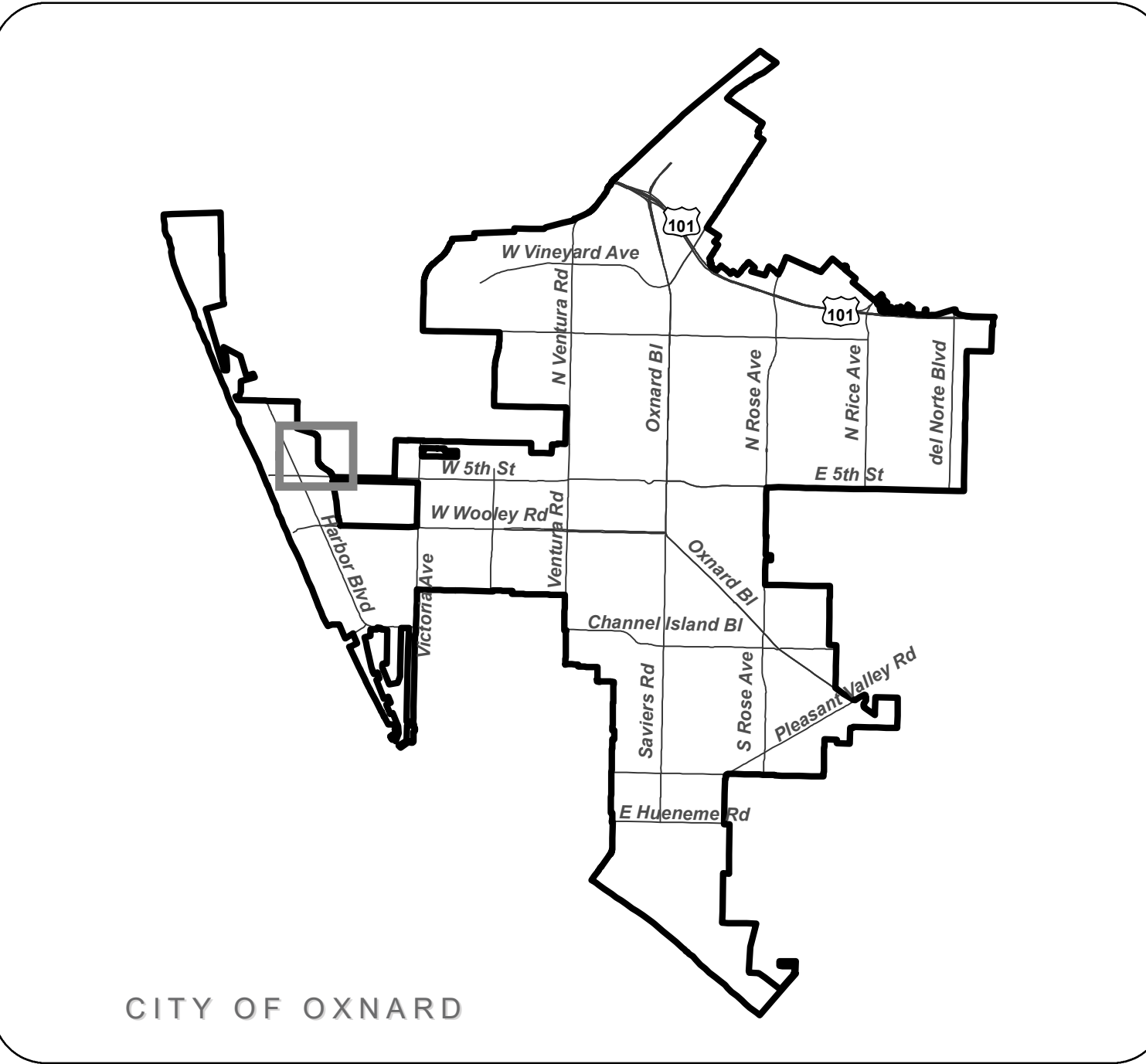
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY), COUNTY OF VENTURA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF OXNARD, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

CITY CLERK _____

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____ M, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF VENTURA, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF VENTURA, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF VENTURA, STATE OF CALIFORNIA.



Source: Ventura County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California V FIPS 0405 Feet



CFD 9 NORTHSORE AT MANDALAY BAY

RESPONSE PLAN DATED DECEMBER 17, 2018 AND OPERATION AND MAINTENANCE PLAN DATED
MARCH 7, 2019

LINK:

(<https://www.oxnard.org/northshore-cfd-9/>) .



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.4

DATE: October 5, 2021

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: Peninsula Road Street Vacation and Acceptance of a Public Access Easement; Planning and Zoning (PZ) Permit No. 21-660-01 (Street Vacation)- A Resolution to vacate the southernmost 272 feet of Peninsula Road fronting 3605 Peninsula Road and acceptance of a public access easement to allow for the continuation of vehicular circulation. (0/10/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing;
2. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
3. Adopt a Resolution to vacate its right, title and interest in the southernmost 272 feet of the right-of-way fronting 3605 Peninsula Road and accept a public access easement to allow for the continuation of vehicular circulation.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/ztJ0wVNIWYY>

BACKGROUND

The County granted an easement to the City of Oxnard for right-of-way purposes for Peninsula Road in June 1970; the location is generally identified in Attachment 1.

On May 18, 2021, the Oxnard City Council and the County Board of Supervisors adopted the Channel Islands Harbor Cooperation Agreement (the Cooperation Agreement). The Cooperation Agreement requires that the City process the Peninsula Road street vacation without application from the County within 120 days of adoption of the Cooperation Agreement. The Cooperation Agreement has been included as Attachment 2.

On June 21, 2021, a Community Workshop meeting was held which covered the intent of the street vacation and access easement, details of the abutting California Coastal Commission approved 210-room hotel project which would replace the non-operational and dilapidated 184-room Casa Sirena Hotel, and modifications to public parking and walkways.

On July 15, 2021, the Planning Commission reviewed the request to vacate the southernmost 272 feet of the right-of-way located at Peninsula Road and the acceptance of a public access easement to allow for the continuation of vehicular circulation for General Plan and Local Coastal Program (LCP) conformance as required by California Government Code Section 65402(a). The Planning Commission unanimously determined the proposed vacation and the acceptance of a public access easement would be consistent with the goals, policies and objectives of the City's adopted 2030 General Plan and LCP and adopted Planning Commission Resolution 2021-14 which has been included as Attachment 3.

On September 7, 2021, the City Council adopted Resolution 15-484 (Attachment 4), declaring its intention to conduct the required proceedings for vacation of the subject public right-of-way and directed the City Clerk to schedule a noticed public hearing no less than fifteen days after the Council's initiation of the vacation proceedings, to be held on October 5, 2021. The adoption of Resolution 15-484 by the City Council is in accordance with Streets and Highways Code Section 8320 which requires the City Council to review the street vacation request and adopt a Resolution of intention to vacate the right-of-way. The City Council was then required to direct the City Clerk to schedule a public hearing not less than 15 days after the initiation of proceedings in accordance with Streets and Highways Code Section 8320(b)(2).

ANALYSIS AND DISCUSSION

The street vacation map is included as Attachment 5, Exhibit A. Vacating the southernmost 272 feet of Peninsula Road (cul-de-sac) will maintain and or improve public safety, convenience, and public welfare and allow for the Hotel Sirena redevelopment project. The cul-de-sac will be reconstructed in a slightly different configuration to both accommodate emergency service vehicles and the new hotel's entrance when the hotel site is redeveloped. Additional public access will be provided by the new development to include a public plaza between the hotel and restaurant, a new waterfront promenade along the edges of the property, and users of the Peninsula Yacht Marina would share the parking lot. This will create an unbroken pedestrian path with public access to the new hotel development and access to the marina. The improvements within this dedicated area will be undertaken at a future time by the developer of the hotel.

The proposed vacation should be reviewed in the interest of safety, convenience, and public welfare, and not for the sole benefit of the abutting property owner. Additionally, all right-of-way vacations are to be reviewed for conformance with the General Plan. As previously mentioned, the street vacation was reviewed by the Planning Commission who determined the appropriateness of the right-of-way vacation on July 15, 2021.

ENVIRONMENTAL REVIEW

Pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), it can be seen with certainty that there is no possibility that the proposed vacation of the 272 feet of the right-of-way located at Peninsula Road and the acceptance of a public access easement would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3), and staff recommends that the City Council accept a Notice of Exemption as part of the noticed public hearing and the adoption of a resolution to vacate the property by the City Council. Any subsequent improvement to the property will be separately examined in accordance with CEQA.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

If approved, after the required public processes, the City's road maintenance costs would be slightly reduced as a result of not being required to maintain the vacated portion of Peninsula Road.

COMMITTEE OUTCOME

This item did not originate in Committee as this item was originated by the Oxnard City Council's adoption of the Cooperation Agreement on May 18, 2021, and as the Peninsula Road and Street Vacation General Plan Conformity Determination was reviewed by and a recommendation was forwarded by the Planning Commission on July 15, 2021. On September 7, 2021, the City Council adopted Resolution No. 15-484 declaring its intention to vacate the southernmost 272 feet of Peninsula Road fronting 3605 Peninsula Road and acceptance of a public access easement to allow for the continuation of vehicular circulation.

Prepared by: Isidro Figueroa, Principal Planner

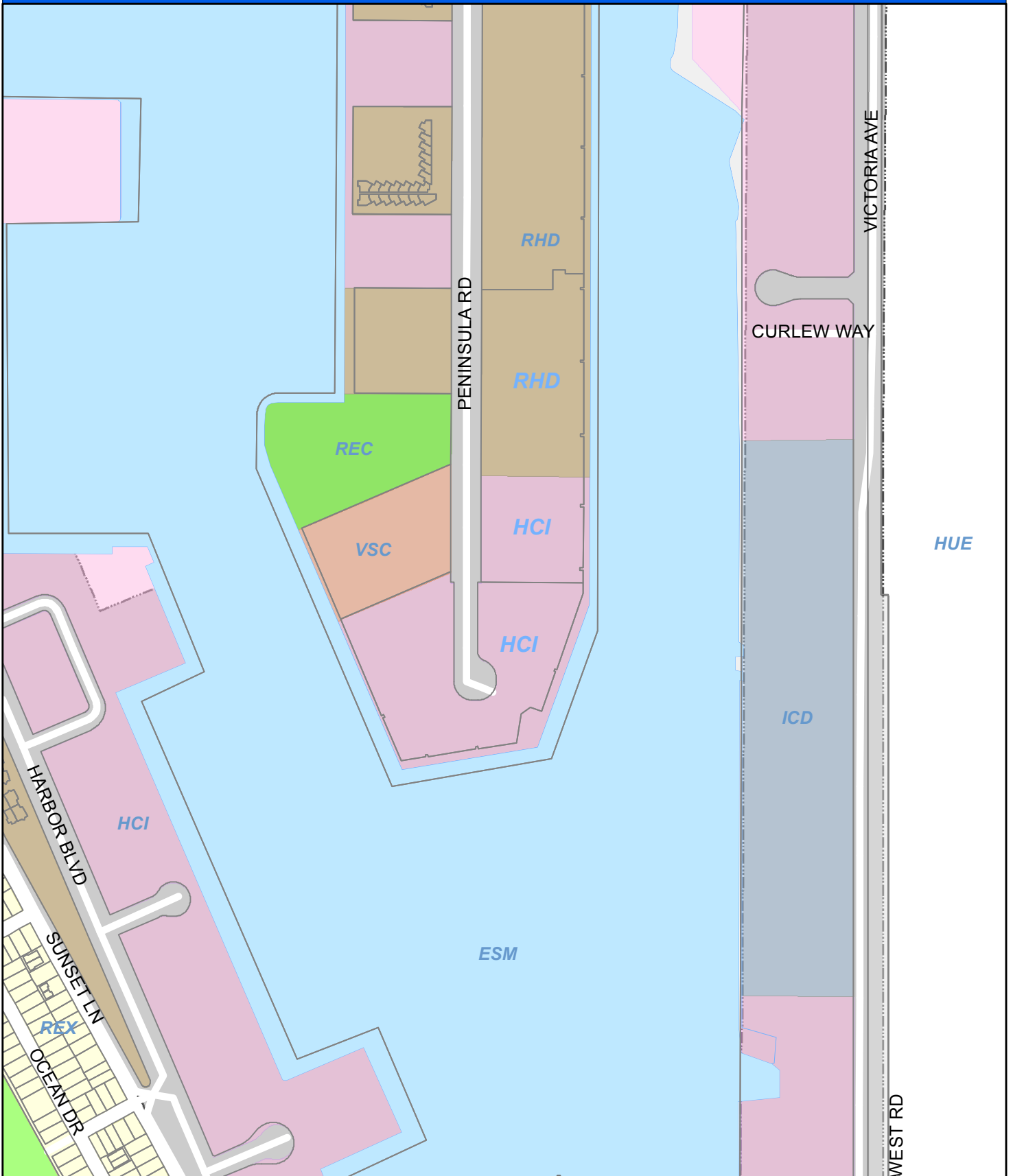
ATTACHMENTS

1. Attachment 1 - Maps
2. Attachment 2 - Channel Islands Harbor Cooperation Agreement (2021) (1)
3. Attachment 3 - 2021-14_ Peninsula Road Vacation
4. Attachment 4 - City Council Resolution 15,484
5. Attachment 5 - City Council Resolution
6. Attachment 5a - Exhibit A Legal Description
7. Attachment 5b - Exhibit B Street Vacation Map
8. Attachment 6 - Peninsula Road Street Vacation and Public Access Easement Initiation

Vicinity Map

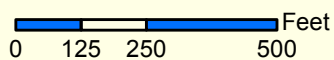


2030 General Plan Land Use Map



Oxnard Planning
June 29, 2021

PZ 21-625-02
Location: Peninsula Road Terminus

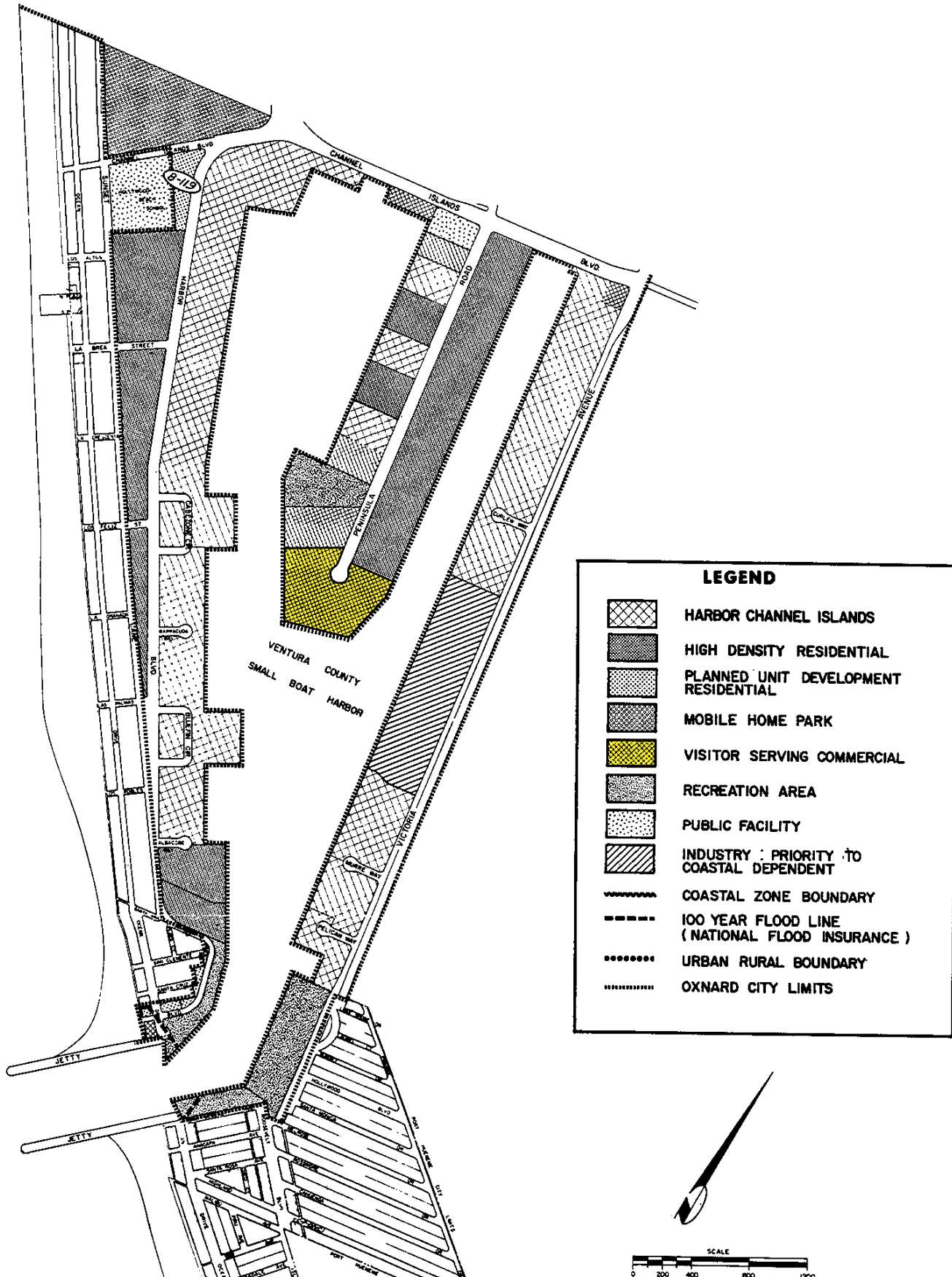


2030 General Plan Land Use Map

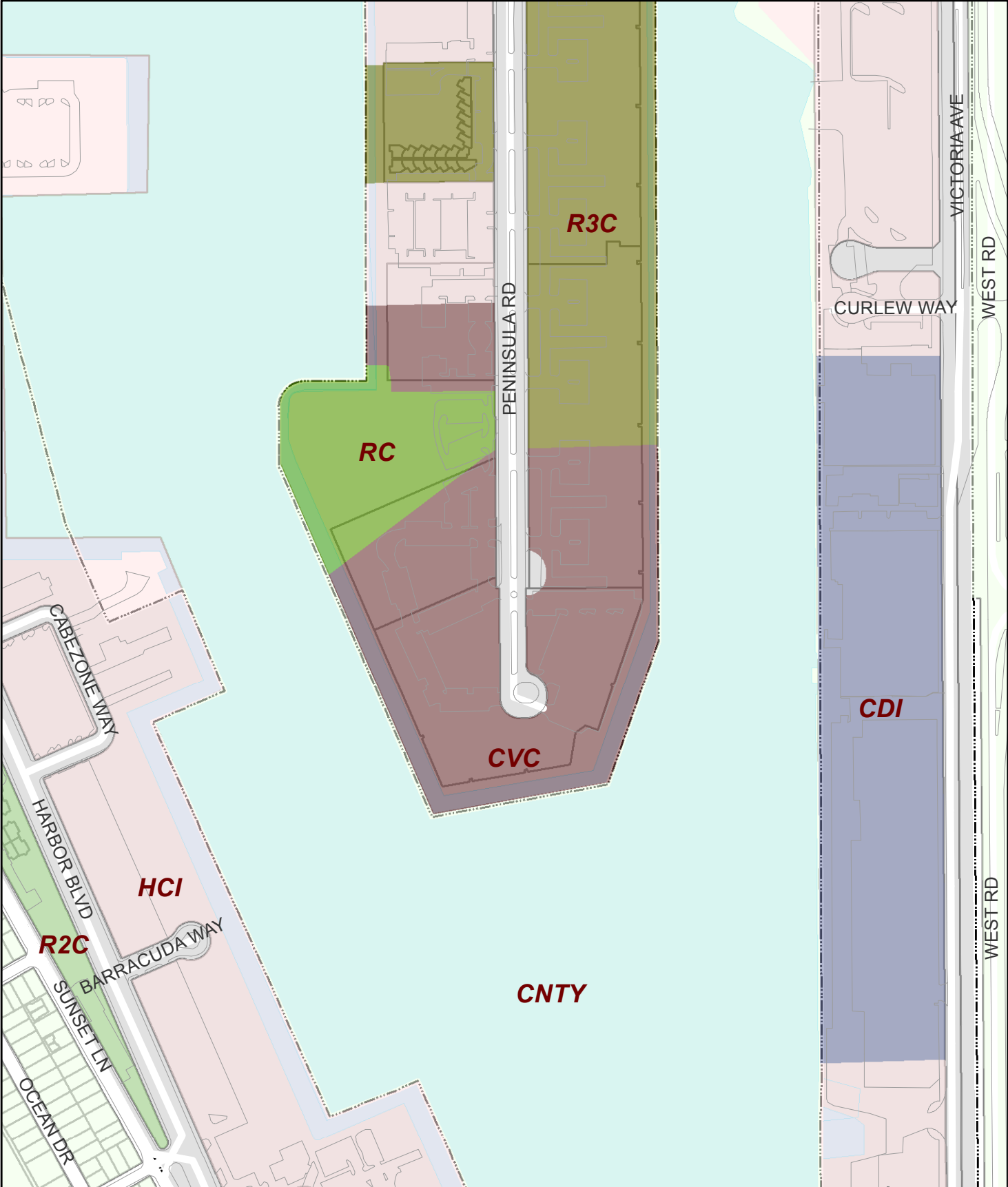


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Local Coast Program Land Use Designation

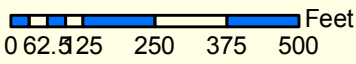


Zoning/Specific Plan Map



Oxnard Planning
June 29, 2021

PZ 21-625-02
Location: Peninsula Road Terminus

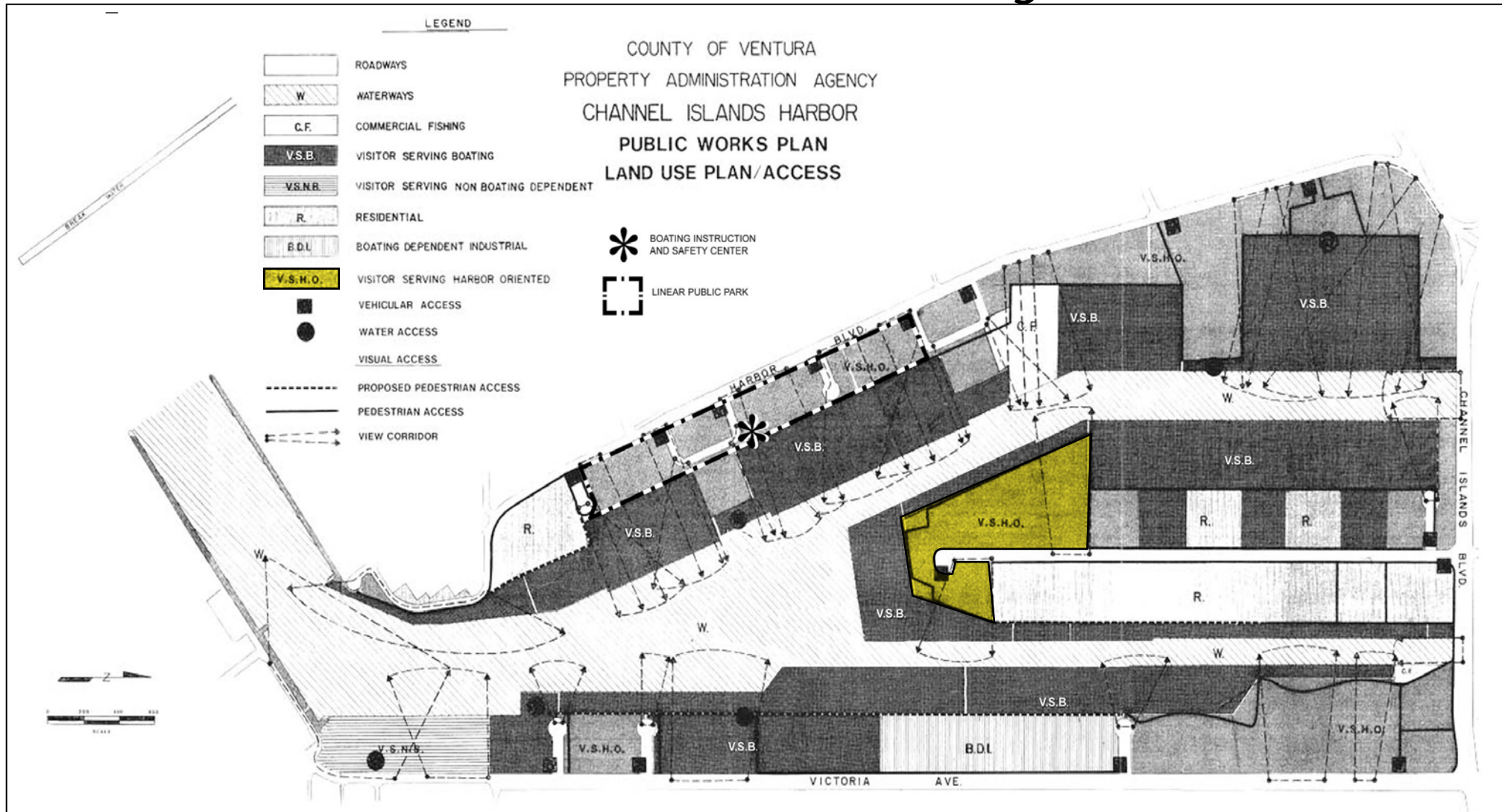


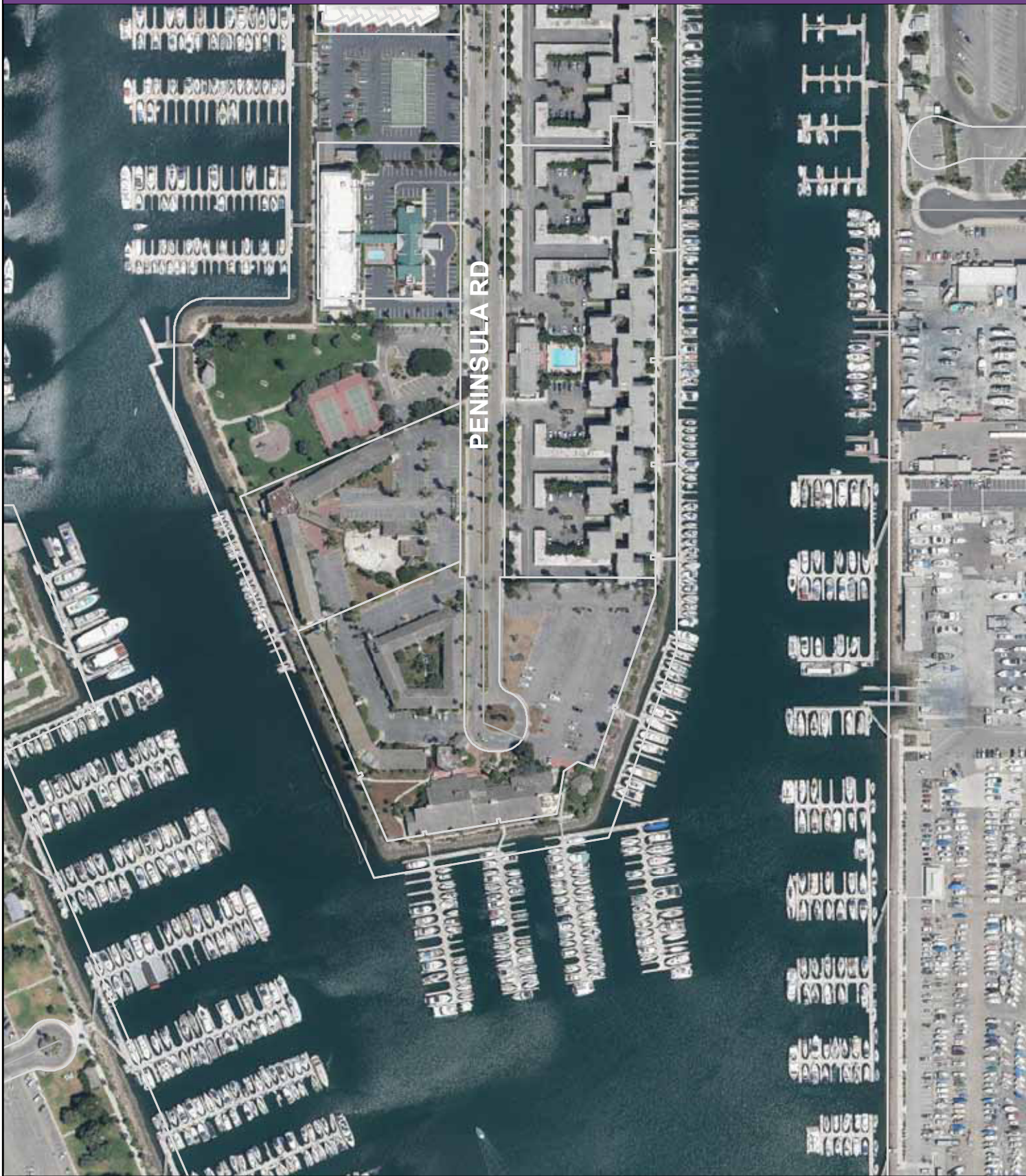
Zoning/Specific Plan Map



1:4,000

Public Works Plan Land Use Designation





CHANNEL ISLANDS HARBOR COOPERATION AGREEMENT

DATED AND EFFECTIVE May 18th, 2021

COUNTY OF VENTURA AND CITY OF OXNARD

This Channel Islands Harbor Cooperation Agreement ("Cooperation Agreement"), effective as of the last date signed below ("Effective Date"), is made and entered into by and between the County of Ventura ("County") and the City of Oxnard ("City"). County and City maybe referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the County and the City desire to enter into this Cooperation Agreement to address certain issues of specific common concern, some of which were addressed in the expired 1963 Annexation Agreement, as amended, between the County and the City;

WHEREAS, the County and City desire to establish an engagement process for development projects in the Channel Islands Harbor ("Harbor") that are proposed to be constructed by the County's lessees;

WHEREAS, the County and the City wish to agree to specific one-time funding for specific public projects within the Harbor that the Parties agree will benefit the residents of the City of Oxnard, as well as residents of Ventura County and other visitors to the Harbor;

WHEREAS, the County and City desire to facilitate reconfiguration of Peninsula Road to allow for the development of the Hyatt Hotel project on Peninsula Road ("Hotel Project");

WHEREAS, the County and City desire to reaffirm their relationship regarding the water quality issue in the Oxnard Waterways portion of the Harbor;

WHEREAS, the County and City desire to enter into a master tax sharing agreement regarding annexation of County land into City; and

WHEREAS, the County and the City wish to amend the existing lease agreement ("Lease Agreement") for Fire Station #6 ("Fire Station") so that this facility will remain available to provide fire protection services to the Harbor area and to nearby City and County residents;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the Parties hereto agree as follows:

AGREEMENT

1. The County and the City agree to work together in good faith through the Harbor Vision process to identify short-term and long-term goals for the



Harbor, including infrastructure to facilitate the greater public access and utilization of this coastal resource, and approaches and processes for the redevelopment of specific parcels within the Harbor that are consistent with the goals of the California Coastal Act. If the City determines that the projects that are subsequently proposed by the County are in the best interests of the Harbor, the City of Oxnard and Ventura County as a whole, then the City will support the projects (including any necessary Public Works Plan amendments and/or Local Coastal Plan amendments) before the California Coastal Commission.

2.

- a. Solely as a condition of this Cooperation Agreement in order to benefit the residents of the City of Oxnard and not based upon any other existing obligation of the City, the City shall contribute 50 percent of the maintenance costs of the County-owned public areas of the Harbor, not to exceed \$200,000 annually, for a three-year period starting on July 1, 2021. The County shall continue to be responsible for the maintenance of these County-owned public areas of the Harbor, including parks, parking lots, trees, and restrooms. If the Hotel Project has not been issued a certificate of occupancy by June 30, 2024, then the City shall then pay the lesser of (i) 50 percent of the maintenance costs of the County-owned public areas of the harbor, not to exceed \$200,000 per year, for an additional two (2) years; or (ii) the pro rata share of the amount specified in Section 2(a)(i) calculated through the actual date that the certificate of occupancy is issued for the Hotel Project. Notwithstanding any language in this Section 2 to the contrary, under no circumstances shall the City's contribution towards maintenance costs of the County-owned public areas of the Harbor extend later than June 30, 2026.
- b. The County will invoice the City on December 1st and May 31st each year of the described time period for 50 percent of the maintenance costs of the County-owned public areas of the Harbor in a not-to-exceed amount of \$100,000 each, with City payment to the County due within sixty (60) days of receipt of the invoice. At the end of the period specified in Section 2(a), it is anticipated, but not required, that the County will have either established a developer-funded mechanism to cover the maintenance costs (i.e. a CFD or LMD) or determined another revenue source to cover the on-going maintenance costs of the County-owned property within the Harbor. Notwithstanding any language in this Section 2(b) to the contrary, at the end of the time period specified in Section 2(a), the City shall cease contributing funding of any kind for the maintenance of the County-owned public areas within the Harbor.

3. Solely as a condition of this Cooperation Agreement in order to benefit the residents of the City of Oxnard and not based upon any other existing obligation of the City, the City agrees to fund the replacement or repair of the following improvements within five (5) years as follows:
 - a. The public parking lot at Kiddie Beach, with a not-to-exceed amount of \$150,000;
 - b. One-half of the cost to replace the parking lots adjacent to lease areas D-2, E, H-1, and H-2, along Harbor Blvd with a not-to-exceed amount of \$1,000,000. The County agrees to fund 50 percent of the cost of this project and all amounts exceeding \$2,000,000 in total project costs;
 - c. Lamps in existing light poles along Harbor Boulevard, with a not-to-exceed amount of \$120,000;
 - d. One-half of the cost to replace the public restroom at Peninsula Park (which will not include a shower or meeting space) with the standard Exeloo Jupiter Twin, with the a not-to-exceed amount of \$162,500. The County agrees to fund 50 percent of the cost of this project and all amounts exceeding \$325,000 in total project costs.; and
 - e. Replacement of a public restroom with the standard Exeloo Jupiter Twin at Kiddie Beach, with a not-to-exceed amount of \$325,000.

The Parties agree that the described repaired or replaced infrastructure will be the ongoing financial responsibility of the County. Except as specifically stated in Section 2, the City will not have financial obligations or obligation of any kind relating to improvements on County-owned property within the Harbor, which shall remain the ongoing obligation of the County.

4. Provided the Hotel Project is completed by June 30, 2024, at the conclusion of the construction for the Hotel Project, the City will repave, to the City's standards, Peninsula Road from W. Channel Islands south to the area that will be improved by the Hyatt House. The estimated cost of this repaving is \$506,000.
5. Within 120 days of the Effective Date of this Cooperation Agreement, City will process the vacation of the City's interest in the portion of Peninsula Road that will be reconfigured at the expense of the County or its designee for the Hotel Project. This vacation will be processed without application by the County and without prejudice to the County's position that no vacation is

required. The vacation will become effective at such time that the City and the County exchange quitclaim deeds that:

- a. From the City, deed to the County the City's interests in the portion of Peninsula Road to be reconfigured for the Hotel Project; and
 - b. From the County, deed to the City an easement in the portion of Peninsula Road to be reconfigured for the Hotel Project that is necessary for public safety access across the cul de sac at the end of Peninsula Road.
- 6.
- a. It is the City's position that, because the landside of the Channel Islands Harbor is located within the corporate boundaries of the City and based upon past pattern and practice, all development that is not a County project used solely for a public purpose must first obtain all building permits from the City. It is the County's position that the County is the proper agency to issue all building permits within the landside portion of the Channel Island Harbor.
 - b. Reserving the City and County's respective rights and legal positions regarding this matter, except as specifically outlined below regarding the Hotel Project, the City will continue to process and timely issue building permits for projects in the Harbor.
 - c. For the Hotel Project only, the County will issue the building permits for the Hotel project; provided, however, that at or before the County issues any building permits for the Hotel Project, the County shall assess the City developer impact fees determined by the City, the County shall collect all of the City's developer impact fees as determined by the City, and the County shall timely transmits such fees to the City. The County shall not issue any building permits for the Hotel Project until all of the requirements specified in this Section 6(c) have occurred.
7. The County will continue to assist the City in evaluating solutions to the Harbor's water quality issue, including assistance in funding solution(s) and exploring the One Harbor CFD concept for the purpose of improving and maintaining water quality in the entire Harbor.
8. Within ninety (90) days from the effective date of this Cooperation Agreement, County and City will enter into a 25-year Master Tax Sharing Agreement on terms consistent with the 1983 tax sharing agreement, except that the new agreement shall include language indicating that the agreement

may not be unilaterally terminated by either Party during the first 15 years of this 25-year term.

9. Within 180 days from the Effective Date of this Cooperation Agreement, the County and City shall amend the Fire Station Lease Agreement to (a) extend the term from August 31, 2033 to August 31, 2050, (b) increase the leased area up to 85 feet westerly (at the City's option) to accommodate an expansion of the Fire Station, and (c) if the Fire Station is expanded westerly, the term of the Lease Agreement shall be automatically extended for 50 years from the date of the occupancy of the expanded Fire Station, instead of the extension of the term to August 31, 2050 under this Section 9.
10. For a period of five years from the Effective Date of this Cooperation Agreement, the City will process the vacation of, and at such time that the vacation(s) are finalized, will thereafter deed to the County the City's interests in, the following streets, if requested in writing by the County, in order to provide for more efficient land use planning and additional leasable land area for the County:
 - a. Cabezone Way
 - b. Barracuda Way
 - c. Bluefin Circle
 - d. Albacore Way
 - e. Curlew Way
 - f. Murre Way
 - g. Pelican Way
11. This Cooperation Agreement shall remain in effect for 25 years from the Effective Date.

CITY OF OXNARD


John C. Zaragoza
Mayor

COUNTY OF VENTURA


Linda Parks
Chair of the Board of Supervisors

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

APPROVED AS TO FORM:


Tiffany North, County Counsel

APPROVED AS TO CONTENT:


Alexander Nguyen
City Manager

APPROVED AS TO CONTENT:


Michael Powers
Chief Executive Officer



RESOLUTION NO. 2021-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD DETERMINING THAT THE VACATION OF THE SOUTHERNMOST 272 FEET OF PENINSULA ROAD FRONTING 3605 PENINSULA ROAD AND ACCEPTANCE OF A PUBLIC ACCESS EASEMENT IS IN CONFORMANCE WITH THE CITY'S 2030 GENERAL PLAN AND LOCAL COASTAL PROGRAM AND RECOMMENDING THAT THE CITY COUNCIL ORDER THE VACATION PURSUANT TO SECTION 65402(A) OF THE GOVERNMENT CODE. FILED BY THE CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA, 93030.

WHEREAS, The City of Oxnard ("**Applicant**") submitted a request for the vacation of the southernmost 272 feet of Peninsula Road fronting 3605 Peninsula Road and acceptance of a public access easement (the "**Property**"); and

WHEREAS, on May 18, 2021, the Oxnard City Council and the County Board of Supervisors adopted the Channel Islands Harbor Cooperation Agreement (the Cooperation Agreement). As part of the Cooperation Agreement, the City and County would agree to work together to address water quality as well as to facilitate redevelopment of specific parcels for projects that are consistent with the goals of the California Coastal Act and provide for greater public access and utilization of this coastal resource. The Cooperation Agreement requires that the City, within 120 days of adoption of the Cooperation Agreement process the Peninsula Road street vacation without application of the County within 120 days of adoption of the County (September 15, 2021).

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, The City's Local Coastal Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is a dedicated right-of-way and does not have a land use designation; and

WHEREAS, The proposed vacation of the southernmost 272 feet of Peninsula Road and the acceptance of a public access easement, as documented in the staff report, would conform to the City's 2030 General Plan land use designation because it is an existing right-of-way that will be used as an entrance to a future hotel and restaurant and the public access easement will allow for public vehicular circulation which can accommodate large vehicles (i.e. fire engines); and

WHEREAS, The vacation of the southernmost 272 feet of Peninsula Road and acceptance of a public access easement, as documented in the staff report, would be consistent with Local Coastal Program policies regarding the use of the sites and would not adversely impact Local Coastal Program policies related to the provision of adequate circulation because it is an existing right-of-way that will be used as an entrance to a future hotel and restaurant and the public access easement will allow for public vehicular circulation which can accommodate large vehicles (i.e. fire engines); and

WHEREAS, The vacation of the southernmost 272 feet of Peninsula Road, the public access easement, and the ultimate use of the Casa Sirena parcel for a hotel and restaurant are consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on June 21, 2021, a public Community Workshop meeting was held for the community and the general public to receive community input on the proposed street vacation and the public access easement; and

WHEREAS, on July 15, 2021, the Planning Commission considered the proposed vacation of the southernmost 272 feet of Peninsula Road and the public access easement in light of the Oxnard 2030 General Plan, Local Coastal Program and the requirements of Government Code section 65402.

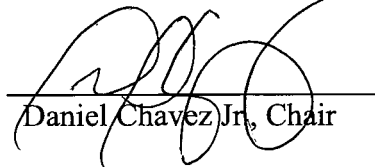
NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. The Planning Commission, in accordance with Section 21065 of the California Environmental Quality Act (CEQA), finds that its determination of whether the City's proposed vacation of these easements is consistent with the Oxnard 2030 General Plan and Local Coastal Program is not a "Project" for purposes of CEQA and State CEQA Guidelines since the determination does not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3) and Section 15378(b)(5).

SECTION 2. Based on the findings set forth herein, and on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission hereby determines that the proposed City's vacation of the subject easements is in conformity with the Oxnard 2030 General Plan.

SECTION 3. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 15th day of July, 2021.



Daniel Chavez Jr., Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 15th day of July, 2021, and carried by the following vote:

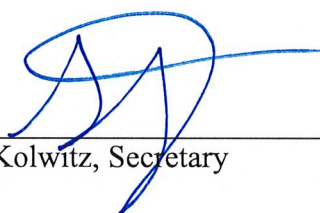
AYES: Commissioner(s): Chavez Jr.; Arruejo; Connelly; Meyer; Nash; Sanchez

NOES: Commissioner(s):

ABSENT: Commissioner(s): Lopez

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):



Scott Kolwitz, Secretary

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 2021 15,484

A RESOLUTION OF INTENT OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING AN INTENTION TO VACATE THE SOUTHERNMOST 272 FEET OF PENINSULA ROAD FRONTING 3605 PENINSULA ROAD, ACCEPTANCE OF A PUBLIC ACCESS EASEMENT AND DIRECTING THE CITY CLERK TO SET A TIME AND PLACE FOR A PUBLIC HEARING PURSUANT TO CHAPTER 3, PART 3, DIVISION 9 OF THE STREETS AND HIGHWAYS CODE FOR THE CITY COUNCIL TO CONSIDER THE PROPOSED STREET VACATION. FILED BY THE CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA, 93030

WHEREAS, The City of Oxnard (“Applicant”) submitted a request for the vacation of the southernmost 272 feet of Peninsula Road and acceptance of a public access easement fronting 3605 Peninsula Road (the “Property”); and

WHEREAS, on May 18, 2021, the Oxnard City Council and the County Board of Supervisors adopted the Channel Islands Harbor Cooperation Agreement (the Cooperation Agreement). The Cooperation Agreement requires that the City, within 120 days of adoption of the Cooperation Agreement, process the Peninsula Road street vacation without application of the County.

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, The City’s Local Coastal Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard’s coastal zone and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is a dedicated right-of-way and does not have a land use designation; and

WHEREAS, The proposed vacation of the southernmost 272 feet of Peninsula Road and the acceptance of a public access easement, as documented in the Planning Commission’s staff report dated July 15, 2021, would conform to the City’s 2030 General Plan land use designation because it is an existing right-of-way that will be used as an entrance to a future hotel and restaurant and the public access easement will allow for public vehicular circulation which can accommodate large vehicles (i.e. fire engines); and

WHEREAS, The vacation of the southernmost 272 feet of Peninsula Road and acceptance of a public access easement, as documented in the Planning Commission's staff report dated July 15, 2021, would be consistent with Local Coastal Program policies regarding the use of the sites and would not adversely impact Local Coastal Program policies related to the provision of adequate circulation because it is an existing right-of-way that will be used as an entrance to a future hotel and restaurant and the public access easement will allow for public vehicular circulation which can accommodate large vehicles (i.e. fire engines); and

WHEREAS, The vacation of the southernmost 272 feet of Peninsula Road, the public access easement, and the ultimate use of the Casa Sirena parcel for a hotel and restaurant are consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on June 21, 2021, a public Community Workshop meeting was held for the community and the general public to receive community input on the proposed street vacation and the public access easement; and

WHEREAS, the Planning Commission of the Oxnard reviewed the vacation request at its regular meeting of July 15, 2021 in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320, et seq. and determined that the vacation is consistent with the goals and policies of the City's adopted General Plan and Local Coastal Plan and recommended that the City Council consider and approve the street vacation request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council, pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), finds that it can be seen with certainty that there is no possibility that the proposed vacation of the 272 feet of the right-of-way located at Peninsula Road and the acceptance of a public access easement would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3).

SECTION 2. That it is the intention of the City Council of the City of Oxnard to vacate the southernmost 272 feet of Peninsula Road and accept a public access easement fronting 3605 Peninsula Road, and that the City Council hereby directs the City Clerk to schedule a public hearing in accordance with the vacation procedures contained in California Streets and Highway Code Section 8300 et seq to be held on Tuesday, October 5, 2021, at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California. At this hearing, all interested parties may introduce evidence and testimony pertaining to the proposed street vacation.

SECTION 3. The map attached hereto as Exhibit "A" shows the approximate area to be vacated and shall be on file in the office of the City Clerk located at 300 West Third Street, Fourth Floor, Oxnard, California 93030.

SECTION 4. The City Clerk shall schedule and notice a public hearing in compliance with Streets and Highway Code sections 8320, 8322 and 8323, at which time all persons interested in or objecting to the proposed vacation may be heard and present evidence.

SECTION 5. The City Clerk's office is directed to publish and post notice of this proposed vacation in accordance with sections 8322 and 8323 of the California Streets and Highways Code.

SECTION 6. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 7th day of September, 2021, by the following vote:

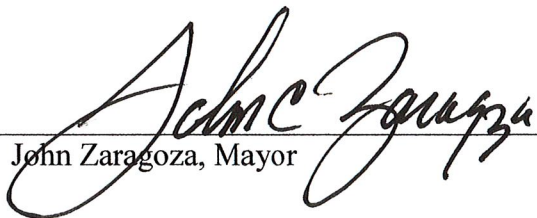
AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza.

NOES: None.

ABSENT: None.

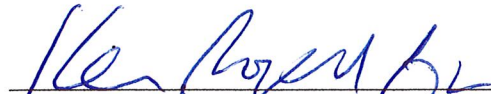
ABSTAIN: None.

RECUSE: None.


John Zaragoza, Mayor

ATTEST: 
Rose Chaparro, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

EXHIBIT

A Street Vacation Maps

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 7 (PENINSULA ROAD), IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SAID PARCEL 7 IS DESCRIBED IN THE DEED RECORDED JULY 16, 1970 AS INSTRUMENT NO. 34474 IN BOOK 3691, PAGE 56 OF OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHERLY OF A LINE PARALLEL WITH AND DISTANT 56.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, OF THE 4TH COURSE OF SAID PARCEL 7 AND ITS WESTERLY PROLONGATION, BEING DESCRIBED AS "NORTH 88° 43' 03" WEST 9.00 FEET".

CONTAINING AN AREA OF 22,279 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



THIS DESCRIPTION WAS PREPARED
BY ME OR UNDER MY DIRECTION:

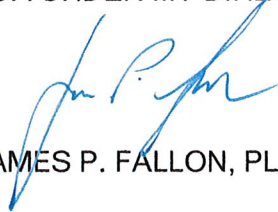

6/30/2021
JAMES P. FALLON, PLS 7807

EXHIBIT "B"

MAP TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

LEGEND

() RECORD DATA PER INST. NO. 34474,
BOOK 3691, PAGE 56, O.R.

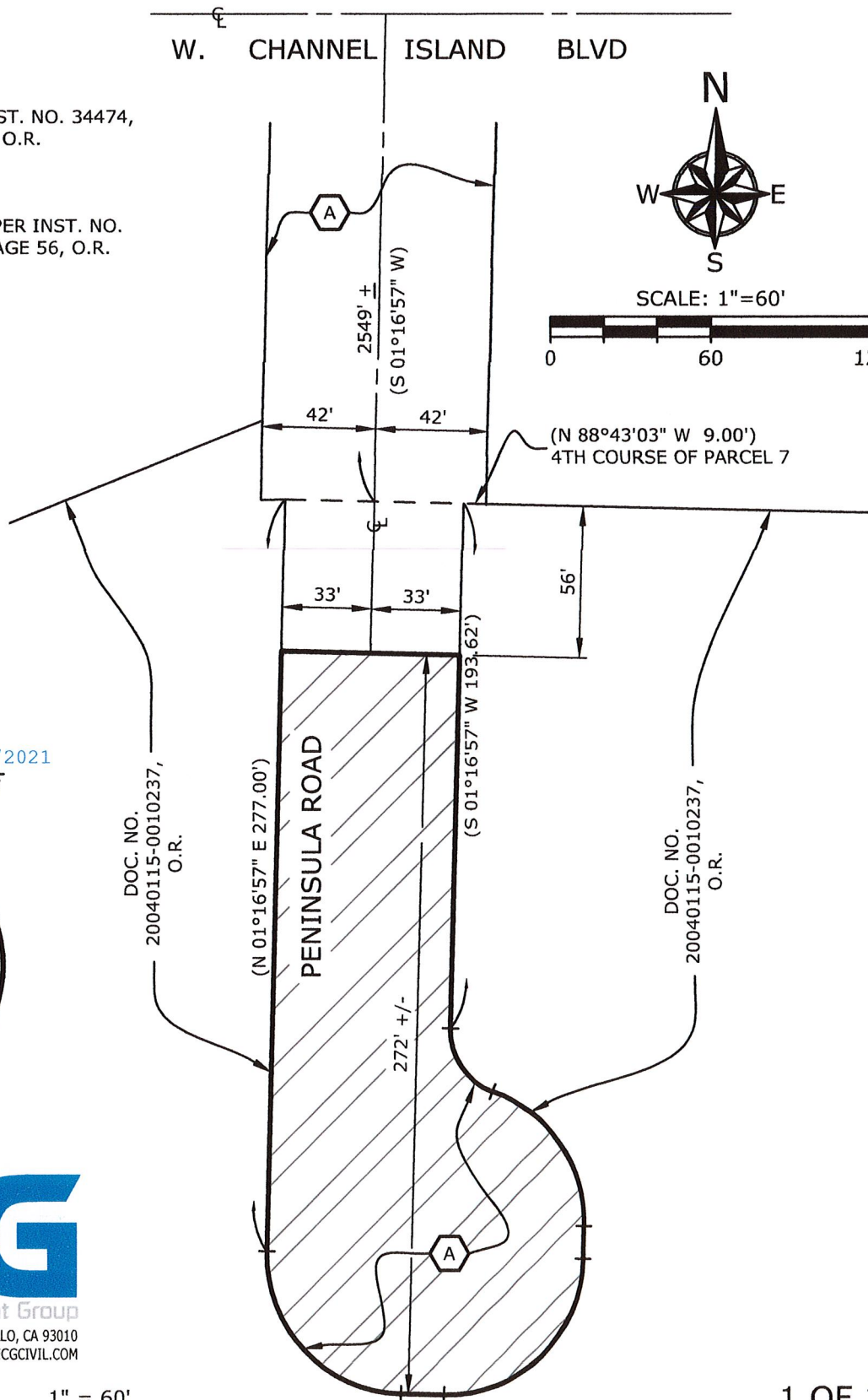
O.R. OFFICIAL RECORDS

(A) EASEMENT PARCEL 7 PER INST. NO.
34474, BOOK 3691, PAGE 56, O.R.

W. CHANNEL ISLAND BLVD



SCALE: 1"=60'



PREPARED UNDER THE
SUPERVISION OF:

James P. Fallon 6/30/2021
JAMES P. FALLON, P.L.S 7807



333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

1" = 60'

1 OF 1

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DECLARING TO VACATE THE SOUTHERNMOST 272 FEET OF PENINSULA ROAD FRONTING 3605 PENINSULA ROAD, ACCEPTANCE OF A PUBLIC ACCESS EASEMENT. FILED BY THE CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET,

WHEREAS, The City of Oxnard (“Applicant”) submitted a request for the vacation of the southernmost 272 feet of Peninsula Road and acceptance of a public access easement fronting 3605 Peninsula Road (the “Property”); and

WHEREAS, on May 18, 2021, the Oxnard City Council and the County Board of Supervisors adopted the Channel Islands Harbor Cooperation Agreement (the Cooperation Agreement). The Cooperation Agreement requires that the City, within 120 days of adoption of the Cooperation Agreement, process the Peninsula Road street vacation without application of the County.

WHEREAS, The 2030 General Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, The City’s Local Coastal Plan in a comprehensive, long term plan that guides land use and physical development of land within the City of Oxnard’s coastal zone and provides policy direction regarding land uses that are intended to serve the community; and

WHEREAS, Whenever a public agency proposes to acquire, dispose, vacate or abandon any real property, California Government Code Section 65402 requires a report on conformity with the General Plan; and

WHEREAS, The subject property is a dedicated right-of-way and does not have a land use designation; and

WHEREAS, The proposed vacation of the southernmost 272 feet of Peninsula Road and the acceptance of a public access easement, as documented in the Planning Commission’s staff report dated July 15, 2021, would conform to the City’s 2030 General Plan land use designation because it is an existing right-of-way that will be used as an entrance to a future hotel and restaurant and the public access easement will allow for public vehicular circulation which can accommodate large vehicles (i.e. fire engines); and

WHEREAS, The vacation of the southernmost 272 feet of Peninsula Road and acceptance of a public access easement, as documented in the Planning Commission’s staff report dated July 15, 2021, would be consistent with Local Coastal Program policies regarding the use of the sites and would not adversely impact Local Coastal Program policies related to the provision of adequate circulation because it is an existing right-of-way that will be used as an entrance to a

future hotel and restaurant and the public access easement will allow for public vehicular circulation which can accommodate large vehicles (i.e. fire engines); and

WHEREAS, The vacation of the southernmost 272 feet of Peninsula Road, the public access easement, and the ultimate use of the Casa Sirena parcel for a hotel and restaurant are consistent with the land use designation on the subject site. Future use of the parcel will be required to comply with all City codes and regulations; and

WHEREAS, on June 21, 2021, a public Community Workshop meeting was held for the community and the general public to receive community input on the proposed street vacation and the public access easement; and

WHEREAS, the Planning Commission of the Oxnard reviewed the vacation request at its regular meeting of July 15, 2021 in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320, et seq. and determined that the vacation is consistent with the goals and policies of the City's adopted General Plan and Local Coastal Plan and recommended that the City Council consider and approve the street vacation request.

WHEREAS, on September 7, 2021, the City Council of the City of Oxnard reviewed the right-of-way vacation request in accordance with the general vacation procedures contained in the Streets and Highways Code Section 8320 and adopted Resolution 15-484 to declare its intention to vacate the subject right-of-way. The City Council set the request for a public hearing on Tuesday, October 5, 2021 at 6:00 p.m. at the at the City Council Chambers of the City of Oxnard located at 305 West Third Street in Oxnard, California.; and

WHEREAS, on October 5, 2021, the City Council of the City of Oxnard conducted a public hearing for the requested vacation of the southernmost 272 feet of Peninsula Road and the acceptance of a public access easement, which was duly noticed, and at which time all persons desiring to be heard were heard; and

WHEREAS, evidence was submitted and considered to include without limitation: plans submitted by the Applicant; written information submitted with the application; oral testimony from Staff, the applicant, and the public; staff report, dated October 5, 2021, which was incorporated by this reference as though fully set forth herein; and additional information submitted during the hearing; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council, pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the "CEQA Guidelines"), finds that it can be seen with certainty that there is no possibility that the proposed vacation of the 272 feet of the right-of-way located at Peninsula Road and the acceptance of a public access easement would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3).

SECTION 2. That the City Council of the City of Oxnard does hereby vacate the southernmost 272 feet of Peninsula Road and accept a public access easement fronting 3605 Peninsula Road.

SECTION 3. The map attached hereto as Exhibit “A” shows the approximate area to be vacated and shall be on file in the office of the City Clerk located at 300 West Third Street, Fourth Floor, Oxnard, California 93030.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 5th day of October, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

John Zaragoza, Mayor

ATTEST: _____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT

A Street Vacation Maps

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 7 (PENINSULA ROAD), IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SAID PARCEL 7 IS DESCRIBED IN THE DEED RECORDED JULY 16, 1970 AS INSTRUMENT NO. 34474 IN BOOK 3691, PAGE 56 OF OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHERLY OF A LINE PARALLEL WITH AND DISTANT 56.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, OF THE 4TH COURSE OF SAID PARCEL 7 AND ITS WESTERLY PROLONGATION, BEING DESCRIBED AS "NORTH 88° 43' 03" WEST 9.00 FEET".

CONTAINING AN AREA OF 22,279 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



THIS DESCRIPTION WAS PREPARED
BY ME OR UNDER MY DIRECTION:

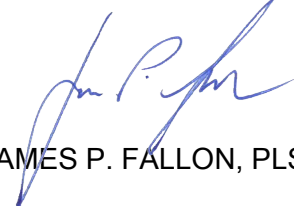

6/30/2021
JAMES P. FALLON, PLS 7807

EXHIBIT "B"

MAP TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

LEGEND

() RECORD DATA PER INST. NO. 34474,
BOOK 3691, PAGE 56, O.R.

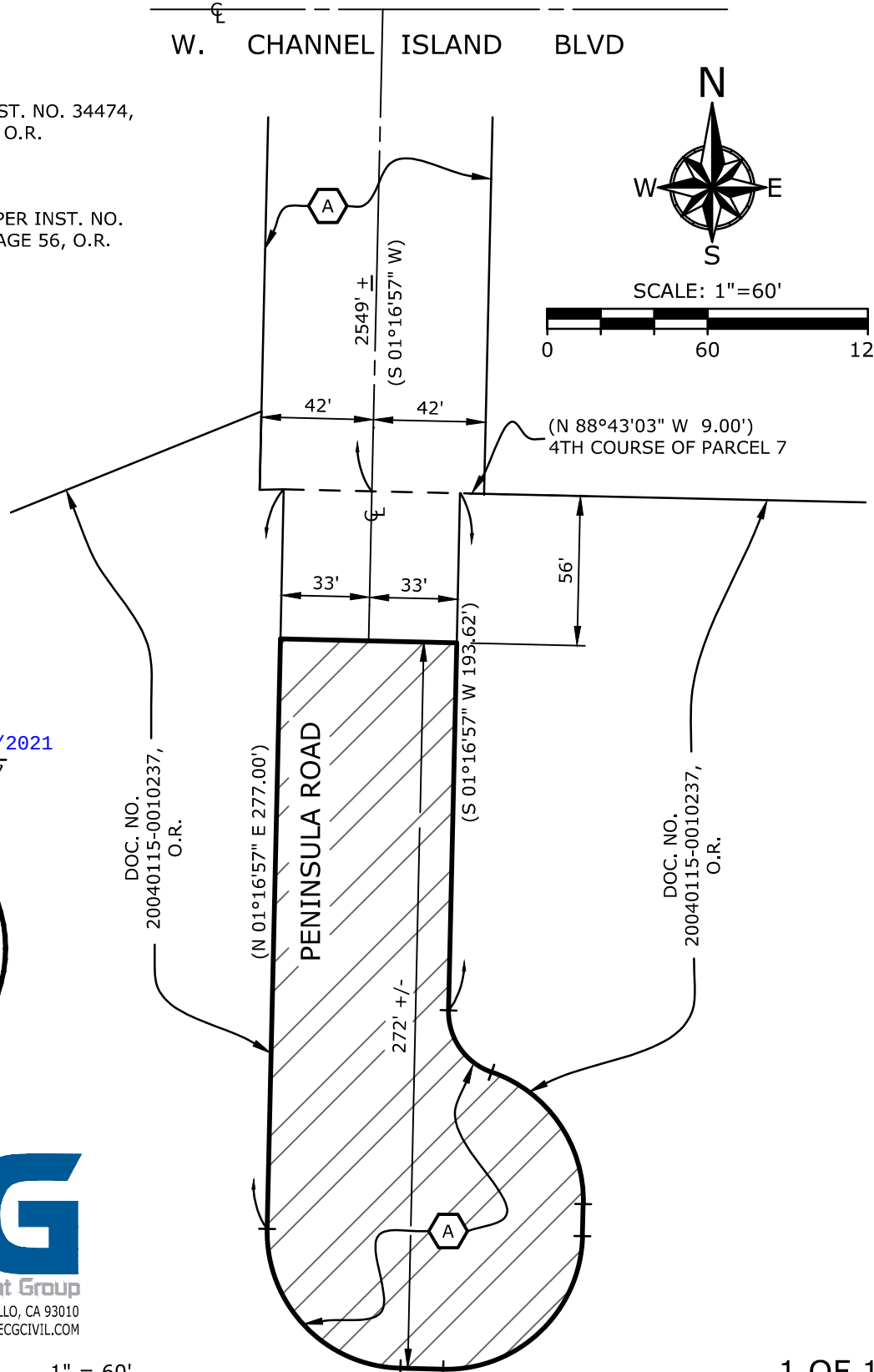
O.R. OFFICIAL RECORDS

(A) EASEMENT PARCEL 7 PER INST. NO.
34474, BOOK 3691, PAGE 56, O.R.

W. CHANNEL ISLAND BLVD



SCALE: 1"=60'



PREPARED UNDER THE
SUPERVISION OF:

James P. Fallon 6/30/2021
JAMES P. FALLON, P.L.S 7807



333 N. LANTANA ST, SUITE 287, CAMARILLO, CA 93010
PHONE: 805.322.4443 WEBSITE: WWW.ECGCIVIL.COM

1" = 60'

1 OF 1

Peninsula Road Street Vacation and Public Access Easement for Property Fronting 3605 Peninsula Road Planning and Zoning (PZ) Permit No. 21-660-01

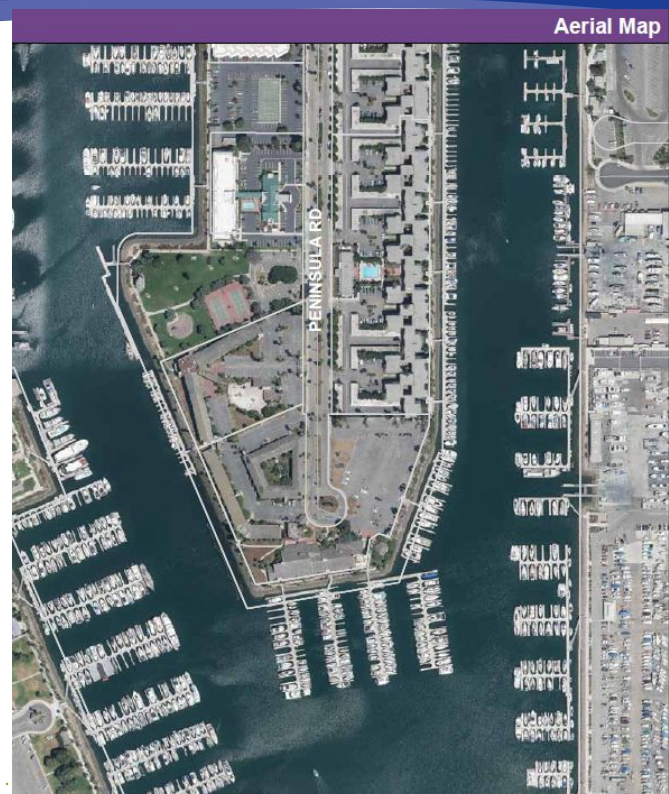
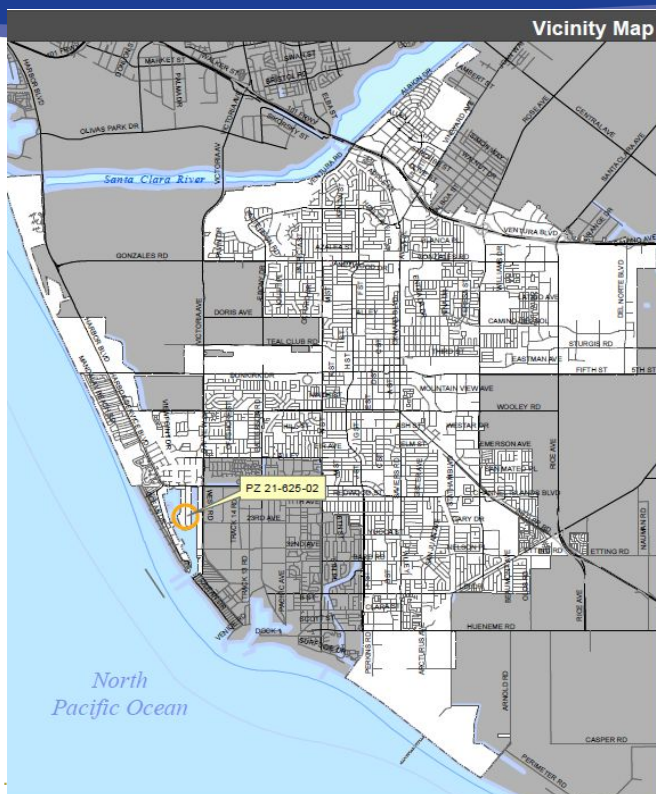
Isidro Figueroa, Principal Planner
Scott Kolwitz, Planning Manager
Jeff Pengilley, P.E., Assistant Director
Vyto Adomaitis, Community Development Director
Community Development Department

City Council
October 5, 2021



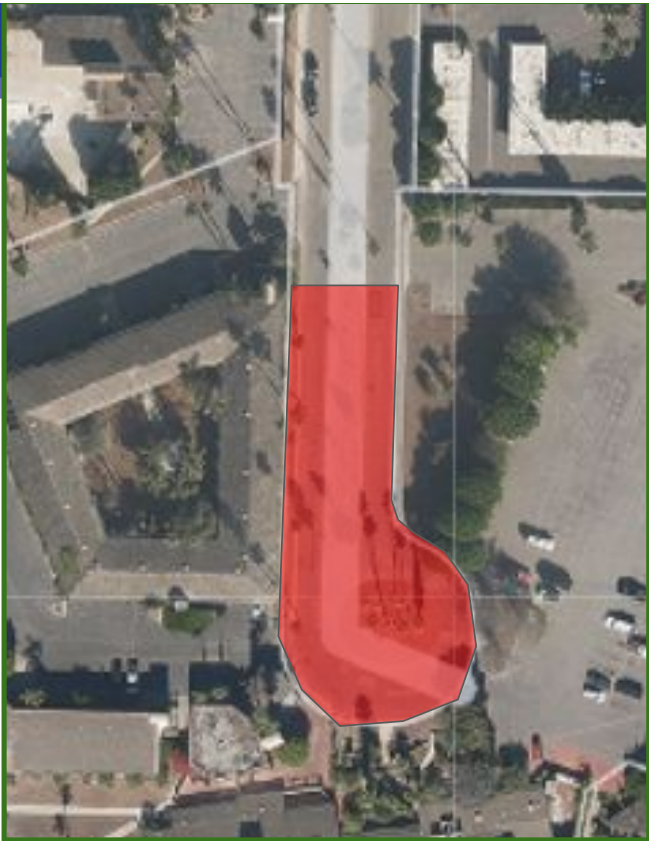
Project Location

2



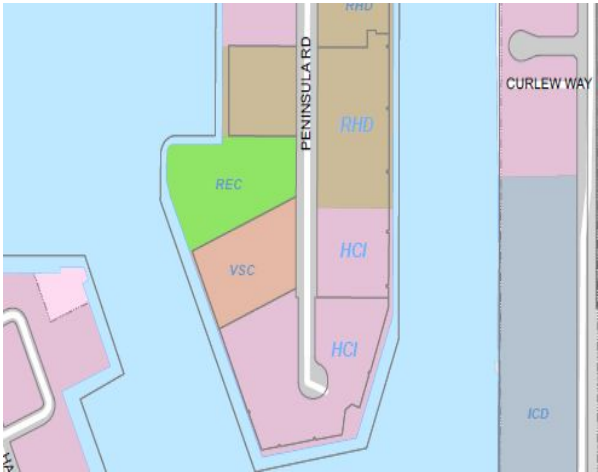
Project Description

Proposed vacation of the southernmost 272 feet of Peninsula Road and accepting a public access easement to allow for the continuation of vehicular circulation.



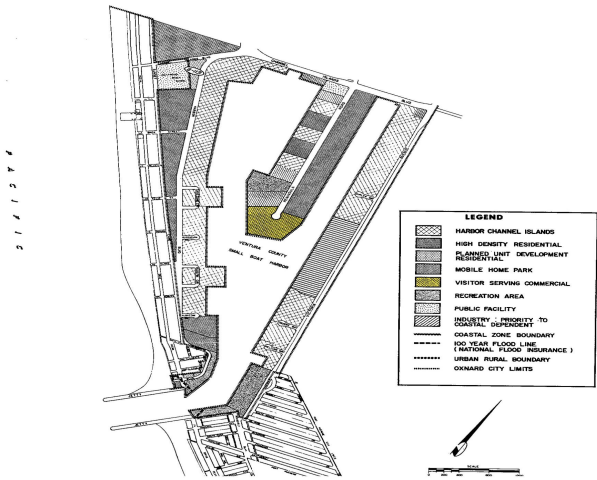
GENERAL PLAN & LOCAL COASTAL PROGRAM MAPS

General Plan Land Use Designation



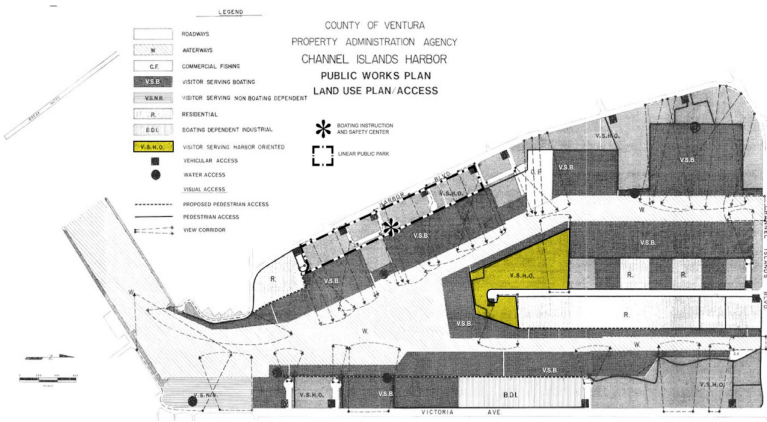
Harbor Channel Islands (HCI)

Local Coastal Program Designation



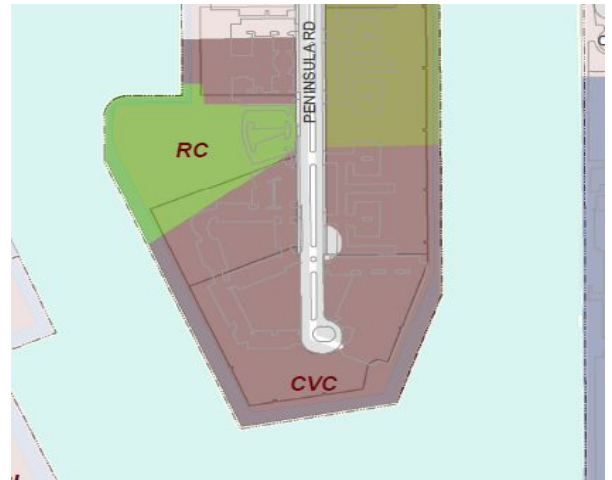
Visitor Serving Commercial

Public Works Plan Designation



Visitor Serving Harbor Oriented (VSHO)

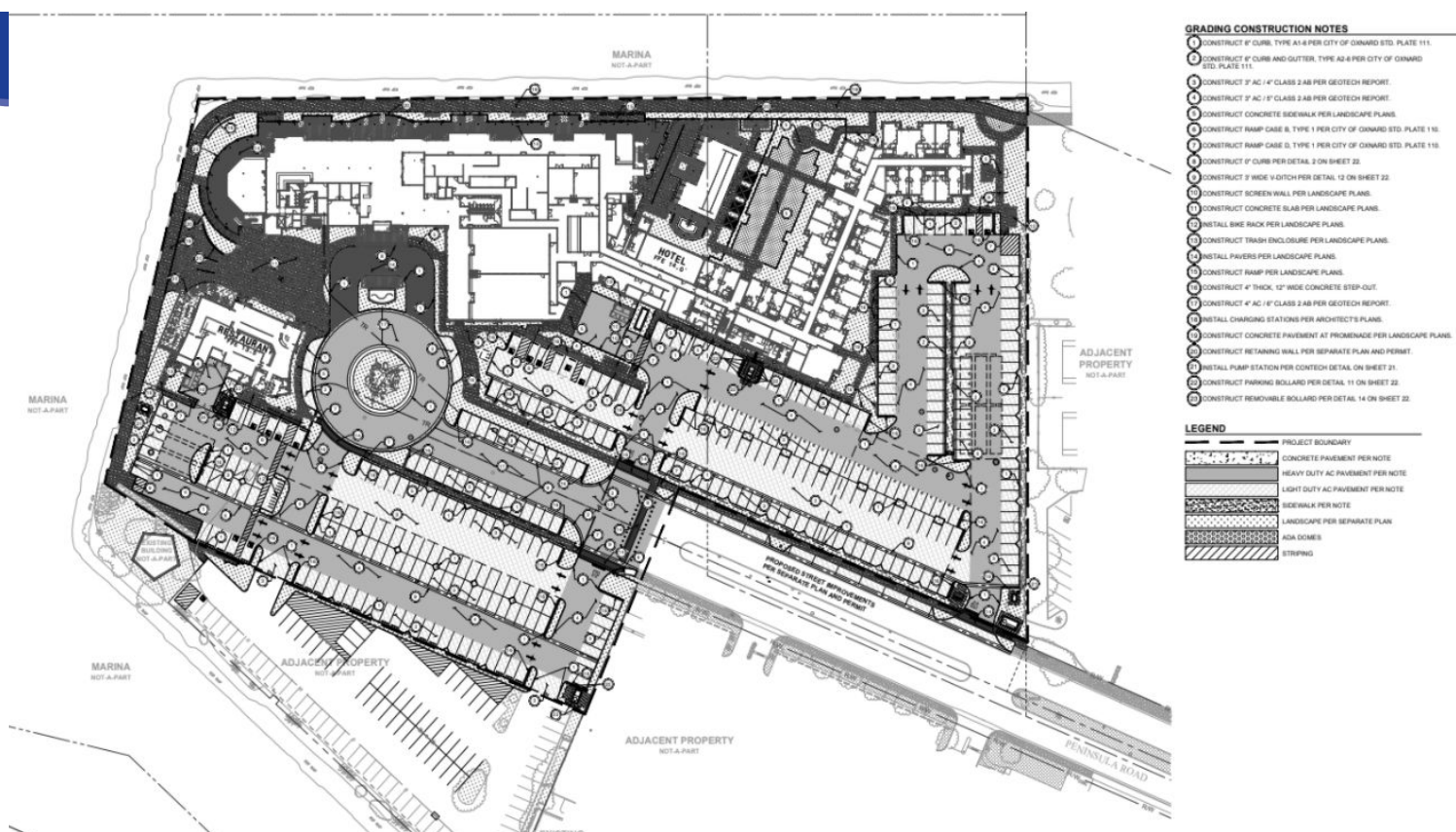
Zoning Designation



Coastal Visitor-Serving Commercial (CVC)

Approved Hotel Project

- On May 10, 2018, the Coastal Commission approved a Notice of Impending Development (NOID) to:
 - Demolish existing hotel/restaurant
 - Construct:
 - 210-room hotel
 - restaurant
 - public plaza and promenade
 - boater restroom
 - expansion of existing marina facilities
 - 379 parking spaces

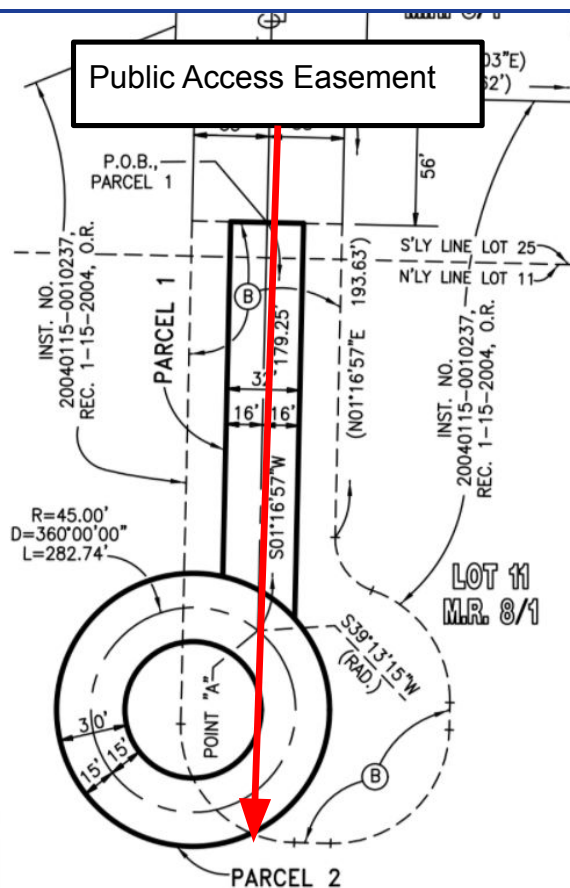
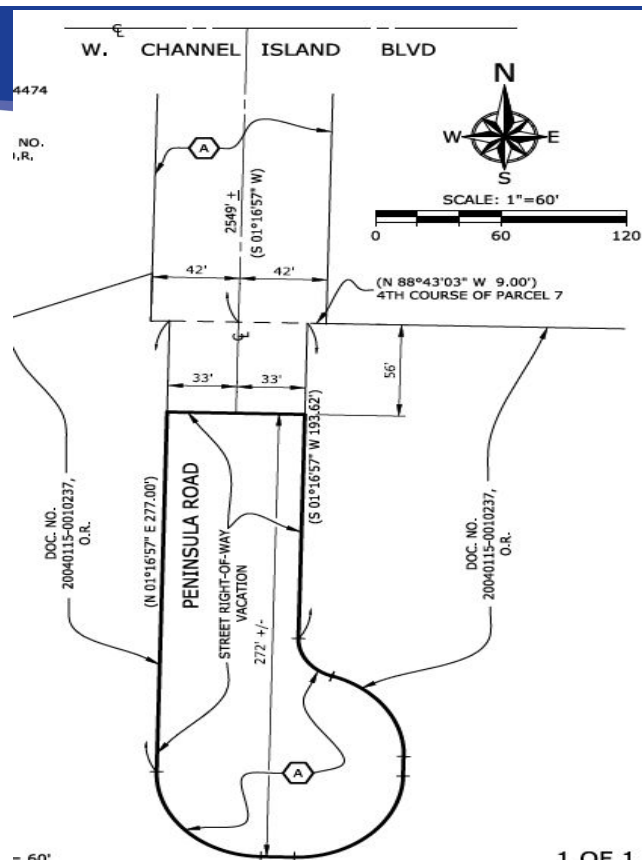
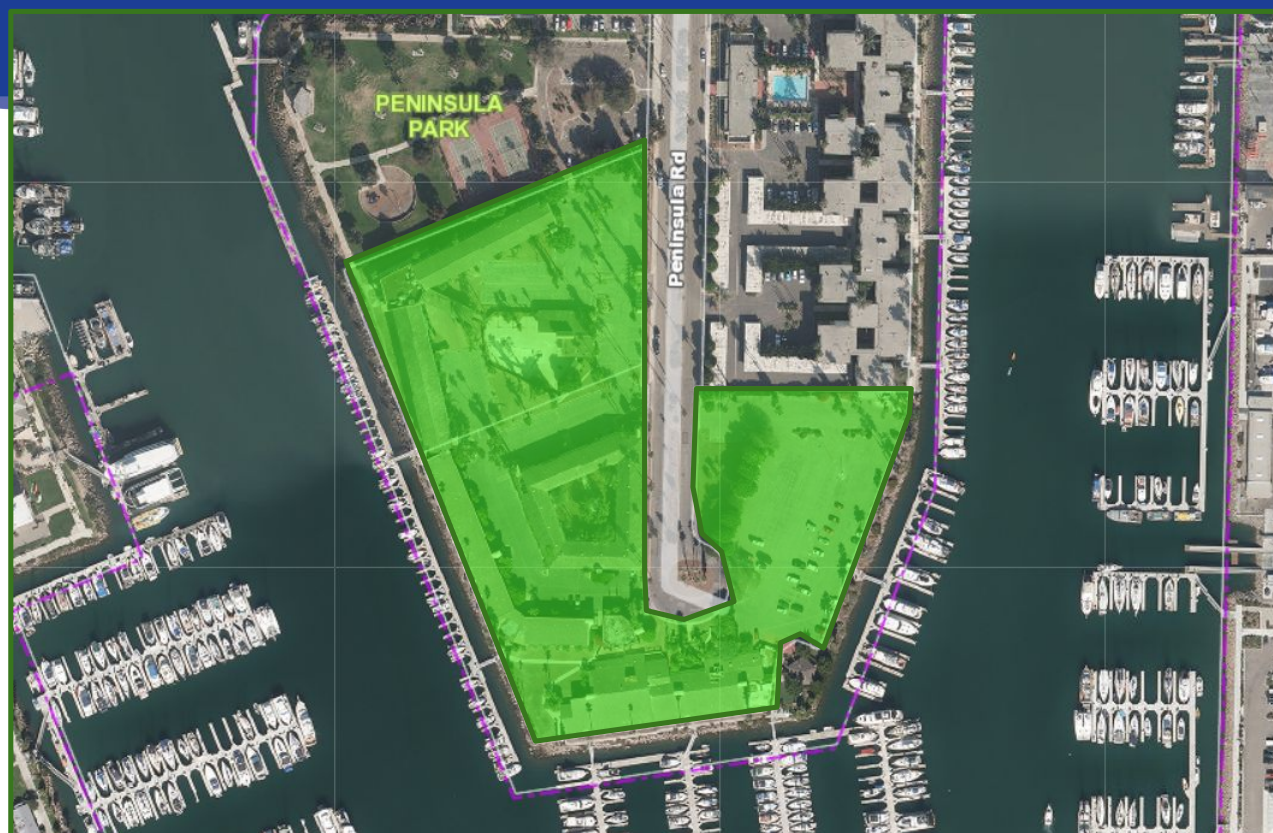


Channel Islands Cooperation Agreement

- On May 18, 2021 the City adopted a joint Cooperation Agreement with the County of Ventura (County):
 - Address a number of objectives including facilitating redevelopment of specific parcels
- Casa Sirena hotel parcel
 - Within 120 days the City will process a street vacation with the purpose to vacate the City's interest at the terminus of Peninsula Road
 - Street Vacation must be processed by September 15, 2021
 - County at their expense will reconfigure Peninsula Road to facilitate previously approved hotel

- On July 15, 2021, The Planning Commission held a public hearing consistent with Government Code Section **65402** and found the street vacation and acceptance of a public access easement consistent with:
 - 2030 General Plan;
 - Local Coastal Program; and
 - Public Works Plan
- Unanimously (6-0) adopted Resolution 2021-14:
 - Finding the street vacation and acceptance of the public access easement in conformance with the 2030 General Plan; and
 - Recommending that the City Council order the street vacation and acceptance of the public access easement

- On September 7, 2021, The City Council unanimously adopted Resolution 15-484 :
 - Declaring its intention to conduct the required proceedings for vacation of the subject public right-of-way
 - Directed the City Clerk to schedule a noticed public hearing no less than fifteen days after the Council's initiation of the vacation proceedings, to be held on October 5, 2021
- The adoption of City Council 15-484 by the City Council is in accordance with the Streets and Highways Code Section 8320:
 - Requires the City Council to review the street vacation request and adopt a resolution of intention to vacate the right-of-way
 - The City Council is required to direct the City Clerk to schedule a public hearing not less than 15 days after the initiation of proceedings



Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), it can be seen with certainty that there is no possibility that the proposed vacation and the acceptance of a public access easement would have a significant effect on the environment.

Staff Recommendation

Staff recommends that the City Council:

1. Conduct a Public Hearing;
2. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
3. Adopt Resolution 21-XXX to vacate its right, title and interest in the southernmost 272 feet of the right-of-way fronting 3605 Peninsula Road and accept a public access easement to allow for the continuation of vehicular circulation.



End of Presentation