

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

April 5, 2022

Closed Session - 4:30 PM

Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 882 1796 6265**
- 3. Passcode: 036836**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, **press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.**

The public may 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 item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. 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/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (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.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
 - a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the Mayor announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
 - b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public shall have three minutes to register or otherwise be recognized for the purpose of

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)

providing public comment. During this three-minute time period, public comments may be taken and the City Council or staff may discuss the item being considered or briefly respond to public comments.

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

* 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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)

Agency designated representatives: Alex Nguyen, City Manager, Steve Naveau, Director of Human Resources; and Jennie Kelly, Assistant City Attorney.

Employee organization: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Public Safety Managers Association (OPSMA); Oxnard Peace Officers Association (OPOA); Oxnard Mid-Managers' Association; (OMMA); and unrepresented employees: City Manager; City Attorney; Assistant City Manager; Chief Financial Officer; City Clerk; Assistant City Treasurer/Director of Revenue and Licensing; Deputy City Manager; Community Development Director; Fire Chief; Housing Director; Human Resources Director; I.T. Director; Cultural and Community Services Director; Police Chief; Public Works Director (Department Directors); Chief Assistant City Attorney; Assistant City Attorney; Deputy City Attorney.

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of April, 2021 as "Sexual Assault and Child Abuse Awareness Month."
2. SUBJECT: Presentation of a Proclamation to the Oxnard Public Library on the Occasion of Their 115th Anniversary and Library Week, April 3 - 9, 2022.
3. SUBJECT: Presentation of a Resolution Commending Sofia Kimsey-Bellos for Thirty-Two Years of Exemplary Service to the City of Oxnard.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

1. Public Works Department

SUBJECT: Agreement A-8436 with Howden Roots LLC, for Wastewater Blower Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following for a total of \$257,989.85 in project funds for wastewater blower maintenance and repair services:

1. Agreement A-8436 with Howden Roots LLC, in the amount of \$224,339 through a term of December 31, 2022; and

2. A 15% Project contingency in the amount of \$33,651.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement A-8443 to Oilfield Electric Company for On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8443 with Oilfield Electric Company in the amount not to exceed \$750,000 for a

three-year term for the On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Urban Greening Program Grant Application Resolution.

RECOMMENDATION: That the City Council:

1. Adopt a resolution ratifying approval for the submittal of an application for an amount not to exceed \$7,000,000 in Urban Greening Program grant funds for the Campus Park Central Oxnard Greening Project; and

2. Approve and authorize the City Manager or designee to execute grant agreements; the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of the Urban Greening grant funds if awarded; and the Director of Public Works or designee to submit non-financial reports.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Community Development Department

SUBJECT: Ordinance Adoption. Project Name: RiverPark Specific Plan Amendment & RiverPark and Fore Property Development Agreement Amendments. Located in the RiverPark Specific Plan area generally located North of the Ventura Freeway (Highway 101), west of East Vineyard Avenue, east of the Santa Clara River, and south of Central Avenue (RiverPark) and 2700 and 2750 North Ventura Road (APN 132-0-100-095 & 132-0-100-085) (Fore Property).

RECOMMENDATION: That the City Council adopt the following Ordinances:

1. Ordinance No. 3009 An Ordinance of the City Council of the City of Oxnard approving Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 7 To The RiverPark Specific Plan) to amend the land use plan and text within the RiverPark specific plan to allow residential development in districts B, C and D in exchange for a reduction of commercial square footage, subject to certain findings; and
2. Ordinance No. 3010 An Ordinance of the City Council of the City of Oxnard approving Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) for The RiverPark Property, subject to certain findings; and
3. Ordinance No. 3011 An Ordinance of the City Council of the City of Oxnard approving Planning and Zoning Permit No. 20-670-03 (Second Amendment to Development Agreement No. A-7113) for the Fore Property, subject to certain findings.

(This item originated from a Public Hearing at the City Council meeting of March 15, 2022, and was previously heard by the Planning Commission; therefore, this item did not originate in Committee.)

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

5. Cultural & Community Services Department

SUBJECT: Amendment to Resolution Authorizing Full-Time Equivalent Positions.

RECOMMENDATION: That the City Council adopt a resolution to amend Resolution 15,470 Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City Personnel Rules and Regulations to include the positions approved under the First Amendment to the Agreement with the Oxnard School District (OSD) for the operations of the Oxnard After School Education and Safety (ASES) Grant (A-8318).

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

L. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Public Hearing for Issuance of Exempt Facility Bonds for the Homeless Solutions Center. (0/10/10)

RECOMMENDATION: That the City Council:

1. Hold a public hearing regarding the issuance by the California Statewide Communities Development Authority ("CSCDA") of up to \$32,000,000 of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 to finance the acquisition, rehabilitation and development of a multi-family rental housing projected located at 241 West Second Street, Oxnard, California (the "Project"); and
2. Adopt a resolution approving the issuance of bonds by CSCDA for the benefit of Community Development Partners in the development of the Homeless Solutions Center, such adoption for the purposes of satisfying the requirements of the Tax Equity Fiscal Responsibility Act, the Code and California Government Code Section 6500.

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

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Housing Department

SUBJECT: Public Hearing for Issuance of Exempt Facility Bonds for the Central Terrace Apartments. (0/10/10)

RECOMMENDATION: That the City Council:

1. Hold a public hearing regarding the issuance by the California Municipal Finance Authority ("CMFA") of up to \$30,000,000 of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 to finance or refinance the acquisition, development, construction, and equipping of an 87-unit multi-family rental housing facility for low-income households to be located at 217-235 East Sixth Street, Oxnard, California (the "Project"); and
2. Adopt a resolution approving the issuance of the bonds by CMFA for the benefit of Many Mansions, a California Non-Profit Corporation, to provide for financing of the Project, such adoption for the purpose of satisfying the requirements of the Tax Equity Fiscal Responsibility Act, the Code and the California Government Code Section 6500.

April 5, 2022

PAGE 6

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/rk3NFPm5uWU>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

M. REPORTS

1. Police Department

SUBJECT: Police Department Update. (0/10/10)

RECOMMENDATION: That the City Council receive and file a verbal update report from the Police Department.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/sAi7ghbDmGc>

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

2. Housing Department

SUBJECT: Homeless Division Update. (25/20/15)

RECOMMENDATION: That the City Council receive and file a verbal update report on the Homeless Division. The update will be provided live at the City Council meeting.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/h6LtQAQNJuM>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

3. Housing Department

SUBJECT: Authorization for the Housing Department to Execute HOME Loan Agreement and Other Necessary Documents with Cabrillo Economic Development Corporation for the Etting Road Affordable Housing Development. (0/15/10)

RECOMMENDATION: That the City Council adopt a resolution authorizing the Housing Director to execute a loan agreement (and any and all related documents thereto) with Cabrillo Economic Development Corporation in the amount of \$1,854,000 using federal HOME Investments Partnership Program funds for the construction of a fifty-eight affordable multi-family rental units, known as the Etting Road Apartments (2161 Etting Road).

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/GmJrfU2DHjk>

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

N. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING SOFIA BELLOS-KIMSEY FOR THIRTY-TWO YEARS OF
EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Sofia Bellos-Kimsey has given thirty-two years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Mrs. Bellos-Kimsey began her career with the City of Oxnard Public Library of the Cultural and Community Services Department in 1989; thereafter promoting to Library Services Supervisor, and finally to City Librarian, accepting these positions of increasing responsibilities; and

WHEREAS, Mrs. Bellos-Kimsey became the first Latina Librarian in the City of Oxnard. Skilled in leadership, municipal management and Public Libraries, she managed programs and services; supervised and evaluated professionals, technical staff, paraprofessionals and volunteers; and

WHEREAS, Mrs. Bellos-Kimsey dedicated her career to serving the community, earning a reputation for being a diligent, dedicated, and a responsible employee by her coworkers and patrons; and

WHEREAS, As City Librarian she was responsible for the operation of the Oxnard Public Library System overseeing a budget of over \$4.5 million and over 33 full-time staff.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Sofia Bellos-Kimsey for thirty-two years of exemplary service to the City of Oxnard and extends best wishes for a well-deserved and fulfilling retirement with family and friends.

PASSED AND ADOPTED this 5th of April, 2022 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro
City Clerk

Stephen M. Fischer
City Attorney



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

DATE: April 5, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8436 with Howden Roots LLC, for Wastewater Blower Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following for a total of \$257,989.85 in project funds for wastewater blower maintenance and repair services:

1. Agreement A-8436 with Howden Roots LLC, in the amount of \$224,339 through a term of December 31, 2022; and
2. A 15% Project contingency in the amount of \$33,651.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Oxnard Wastewater Treatment Plant (OWTP) treats approximately 17 million gallons of wastewater per day. The treatment process consists of preliminary treatment, primary treatment, secondary treatment, solids processing, chlorination and dechlorination, and ocean discharge. During the 1990s expansion of the OWTP, an activated sludge system was constructed to enhance treatment capabilities. This included the addition of six activated sludge tanks (ASTs), and the installation of five Turblex high-speed blowers. These blowers introduce air into the activated sludge through an aeration grid located within the ASTs. This enhances bacterial consumption of organic material, producing a higher level of wastewater treatment.

These specialized blowers have been in continuous service for over 30 years. These units were last serviced in 2020, during which it was recommended the blowers receive new high speed shafts and impellers with their next Class II service. As part of the work warranty for the blowers, original equipment manufacturer (OEM) parts must be used. Turblex, Inc., a subsidiary of Howden Roots, is the sole provider of Turblex OEM blower parts.

DISCUSSION

On November 18, 2021, the Public Works Department released a notice inviting bids PW 22-50 for wastewater blower maintenance and repair services. Scope and specifications for PW 22-50 called for OEM parts with each service. Due to this requirement, it became apparent that only Howden Roots was able to supply the necessary OEM parts and meet the requirements of the scope and specifications. Therefore, it became necessary to cancel PW 22-50 and pursue a negotiated contract with Howden Roots, LLC.

Through this contract, Howden shall provide a Class II service to all five blowers, including the replacement of high speed shafts and impellers. A Class II service includes, but is not limited to a thorough inspection and replacement of major internal components including rotating units, bearings, seals, and control mechanisms, if necessary. A 15% contingency for this project is requested for unforeseen circumstances, which can include additional blower repair work

as a result of inspection and the cost of the complex parts and equipment.

Repairs are anticipated to be completed by December 31, 2022, and once completed, the Wastewater Division expects the life of the blowers will be greatly extended. Furthermore, the efficiency of the overall air production and energy consumption will significantly improve.

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 agreement with Howden Roots LLC, shall not exceed \$257,989.85, and is being funded from existing appropriations in the approved Fiscal Year 2021-22 budget from the Wastewater Operating Fund 621 (accounts 621-6205-842-8209 and 621-6205-891-8606). This cost includes a 15% contingency in case of unforeseen conditions.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 8, 2022 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. A-8436 Howden USA Company PW 22-50R

**CITY OF OXNARD CONTRACT FOR
WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT
SPECIFICATION NO. PW 22-50R**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and HOWDEN USA COMPANY ("Contractor"). Contractor's license number is not applicable.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions, Exhibits, Addendum No. 1, filled in Designation of Subcontractors, filled in Industrial Safety Record Form, Plans, Standard Plans, the 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the "Greenbook" or "SSPWC") except for Sections marked within the General and Special Provisions as exempt, Reference Specifications, insurance documentation, Bonds, the City business license, permits from regulatory agencies, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT, Specification No. PW 22-50R ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two hundred twenty-four thousand, three hundred thirty-nine dollars (\$224,339.00) in accordance with the rates and prices attached hereto as Exhibit A and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

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

[signatures on following page]

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

CITY OF OXNARD

HOWDEN USA COMPANY

☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ Michael L. Wolfe, P.E., Public Works Director

Peter Mark Sanders, C.E.O.² Date

Mark Paul Lehman, Secretary Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1 Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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 Vendor 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-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8436
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3 Vendor 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 Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, agents, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, agents, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I 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, agents, 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, agents, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

ACORD CERTIFICATE OF INSURANCE

(MM/DD/YY)

ISSUE

DATE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ 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 LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8436
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE	
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:		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)		
TYPE OF INSURANCE		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:		
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS		
☐ Claims Made Retroactive Date _____ ☐ Occurrence				
COVERAGES				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				
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 City Council, 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 City Council, 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. A-8436 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 _____		

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to HOWDEN USA COMPANY located at 900 West Mount Street, Connersville, IN 47331 ("Principal"), a contract (the "Contract") for the Work described as WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT Specification No. PW 22-50R.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of two hundred twenty-four thousand, three hundred thirty-nine dollars (\$224,339.00), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to HOWDEN USA COMPANY located at 900 West Mount Street, Connerville, IN 47331 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT, Specification No. PW 22-50R.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of two hundred twenty-four thousand, three hundred thirty-nine dollars (\$224,339.00), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A RATES AND COSTS

Rates below shall include full compensation to furnish all necessary labor, materials, equipment and other incidental and appurtenant Work as more fully described in the Special Provisions and as directed by the Project Manager.

Location: Oxnard, California
 Model: KA5-V-GA200
 Serial Number(s): 62002445
 Description or Scope: Class II

Labor		
Monday-Friday:10 hours/day, Saturday:8 hours/day		
Total Days Required for Job Completion (Working and Standby Days)		24
Quantity of Persons		1
Total Hours Required for Job Completion		224
Monday thru Saturday, first 40 hours: Total Hours: 146, FST rate, \$175/hour	Included	
Monday thru Saturday, over 40 hours: Total Hours: 54, FST rate, \$265/hour	Included	
Standby rate: Total Hours: 24, FST rate, \$175/hour	Included	
Travel		
Airfare	Included	
Roundtrip Travel Labor	Included	
Meal Expense (24 days on site including weekends, 2 days travel; per person)	Included	
Lodging, Incidental, and Transportation Expenses	Included	
Toolbox Freight		
Project Coordination	Included	
Estimated Service Total		\$58,460
Equipment/Parts		
Required Equipment/Parts for 5 Class II services include:		
Quantity	Part #	Description
7	89411938	Slide sheet
10	9330551079	Support
95	9330551897	Bushing IGV 172-208
95	KA5D0025	Bushing for IGV inner
5	89412241UZ	O-ring
5	9362030588	Shim for T226/T208
5	GL210T0092	Shim for thrust bearings
5	9330552275	Seal ring
5	9331061086	Oil filter cartridge
5	9331062380	O-ring for oil filter S330
1	300031	Cleaning Kit A
2	300032	Cleaning Kit B
Class II Services Parts Total		\$13,266
Qty 5, Rotor Complete, Part # 9330522720 Total		\$147,355
Estimated Overall Total (includes payment and performance bond per agreement)		\$224,339

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)* ³

Bidder's Name: _____

Signature: _____

Title: _____

Print: _____

Date: _____

Signature: _____

Title: _____

Print: _____

Date: _____

³ *The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b). Bidders are instructed to review General Provisions Section 3-2 "*SELF PERFORMANCE*" for the percentage of Contract Work required of the Contractor.

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2022 (so far)	2021	2020	2019	2018	2017	Total
Number of contracts							
Total dollar amount of contracts (in thousands)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Contractor's Name: _____

Signature: _____

Title: _____ Date: _____

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION

The 2018 edition of the Standard Specifications for Public Works Construction and the 2019 Errata No. 1 to the Standard Specification for Public Works Construction 2018 Edition (collectively the “Greenbook” or “SSPWC”) available on the date plans were signed by the Engineer (or if there are no such signed plans, the time of Bid opening) are incorporated herein by this reference, except for Sections 1-7.2, 2-1, 3-1, 3-2.2, 3-3, 3-12.6.3, 5-3.2.1, 5-3.3, 5-3.4, 5-46-1.1.2, 6-4.1, 6-4.4, 7-2.4, 7-3, and 9-3.4. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

The SSPWC is promulgated by Public Works Standards, Inc. This publication is available for purchase from BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, (800) 873-6397, www.bnibooks.com. This publication is copyrighted and the City will not provide copies.

0-2 CAPITALIZATION OF DEFINED TERMS

Unless otherwise capitalized, capitalized words within these Contract Documents may be defined terms in either the Greenbook or Section 1-2 of these General Provisions.

0-3 NUMBERING OF GENERAL PROVISIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Greenbook. Additional standard provisions are in Sections 9 and 10. If grant provisions apply, they will be in Sections 11 through 99. The Special Provisions will be numbered as Sections 1000 through 9999. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Business Day – Any day that City Hall is open for business.

Calendar Days – See “Days” in Greenbook.

City – the City of Oxnard.

Contract Term – The time period listed in the Contract.

Contract Unit – A single unit of an item of Work.

County – County of Ventura, California

Inspector – An inspector of the City.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Payment Bond – A type of Bond issued by a Surety to guarantee that a contractor's subcontractors and material suppliers on a project will be paid. A Payment Bond is also often called a "labor and materials Bond."

Performance Bond – A type of Bond issued by a Surety to guarantee the full and satisfactory completion of a project by a contractor.

Project – See "Work" in Greenbook.

Project Manager – the Public Works Director's designee responsible for this particular Project.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

WIP – Work in place.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, filled in Designation of Subcontractors, filled in Industrial Safety Record Form, insurance documentation and Contractor's City business license,

Working Day – Any day within the Contract Term other than:

- a) Saturday,
- b) Sunday,
- c) Regarding Work on major highways, between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day,
- d) Regarding a Street, before 8:30 a.m. or after 3:30 p.m.,
- e) Regarding any other Task site, before 7:00 a.m. or after 6:00 p.m.,

- f) Any day designated as a holiday by the Agency,
- g) Any other day designated as a holiday in a master labor agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association,
- h) Any day the Contractor is prevented from working at the beginning of the Working Day for cause as specified in Section 6-4.1, and
- i) Any day the Contractor is prevented from working during the first five (5) hours with at least sixty percent (60%) of the normal Work force for cause as specified in Section 6-4.1.
- j) Any days and hour restrictions stipulated on Special Provisions.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage.

The abbreviations listed in Greenbook Section 1-3.2 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
SSS.....	State of California Standard Specifications, latest edition, Department of Transportation
SSP.....	State of California Standard Plans, latest edition, Department of Transportation
MUTCD.....	California Manual of Uniform Traffic Control Devices, latest edition

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN..... Nurserymen	American Association of
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NFPA	National Fire Protection Association
VCAPCD.....	Ventura County Air Pollution Control District

1-4 UNITS OF MEASURE.

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

1-6 BIDDING AND SUBMISSION OF THE BID.

1.6.1 General. [see Greenbook].

1-6.2 Subcontractor Listing [see Greenbook].

1-7 AWARD AND EXECUTION OF CONTRACT.

1-7.1 General. [see Greenbook].

1-7.2 Contract Bonds.

Greenbook Section 1-7.2, which is not incorporated, shall be completely replaced with the following:

“Before execution of the Contract, the Bidder shall file Surety Bonds with the City in the amounts and for the purposes noted below. Bonds issued by a Surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the City. Bonds from all other Sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure Section 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each Bond shall incorporate by reference the Contract and be signed by both the Bidder and the Surety. The signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two (2) good and sufficient Surety Bonds. The Payment Bond shall be for not less than one hundred percent (100%) of the Contract Price. The Payment Bond shall be to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Contractor shall maintain the Payment Bond in full force and effect until the Project is accepted by the City and until six (6) months after either the period in which a stop payment notice may be given under Civil Code Section 9356 or all claims for materials and labor are paid, whichever shall be later in time.

The Performance Bond shall be for one hundred percent (100%) of the Contract Price to guarantee faithful performance of all Work within the time prescribed in a manner satisfactory to the City and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect for one (1) year from the date of recordation of the Notice of Completion.

Should any Bond become insufficient or any Surety give notice of pending liquidation, the Contractor shall renew the Bond within ten (10) Calendar Days after receiving notice from the City. Should any Surety give notice of pending liquidation, the Contractor shall send a copy of the entire notice within five (5) Calendar Days of receiving the notice and shall obtain a new Bond within ten (10) Calendar Days after receiving the notice.

Should any Surety at any time be unsatisfactory according to the rules listed within this Section, the City will notify the Contractor in this regard. No further payments shall be deemed due or will be made under the Contract until a new surety qualifies and is accepted by the City.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney (as well as a photocopy of each Bond). Other than for a Bid Bond, Contractor may not provide a deposit in lieu of any Bond. Each Bond shall be executed by an admitted surety insurer. Nothing herein shall abridge or amend Greenbook Section 3-13.3 or the related provisions in these Contract Documents.”

SECTION 2. SCOPE OF THE WORK

2-1 WORK TO BE DONE.

Greenbook Section 2-1, which is not incorporated, shall be completely replaced with the following:

“Upon the City’s issuance of the Notice to Proceed, the Contractor shall perform all Work necessary to complete the Project in accordance with the Contract Documents. Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work. The Contractor shall not be allowed to begin any construction, reconstruction, erection, alteration, restoration, improvement, painting, repainting, demolition and/or repair Work at the Project site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.”

2-2 PERMITS.

Greenbook Section 2-2, which is not incorporated, shall be completely replaced with the following:

“Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City’s permit fees.

The Contractor and all Subcontractors shall each obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor and all Subcontractors shall bear all costs for their City Business Licenses.”

2-3 RIGHT-OF-WAY,

The last sentence of the Greenbook Section 2-3 shall be completely replaced with the following:

“The Contractor shall conduct all of its activities and operations within the rights of way provided by the City or within the confines of public thoroughfares. The Contractor shall not allow its employees to use private property for any reason or to use water or electricity from such property without written permission from the property owner.

If, for any reason, the Contractor elects to encroach upon other lands, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the Engineer prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the City harmless from all claims or suits for damages occasioned by such work or activity, whether done in compliance with this subsection and with permission from the owner or in violation of this subsection without permission from the property owner.”

2-4 COOPERATION AND COLLATERAL WORK.

The following paragraph shall be added to the end of Greenbook Section 2-4:

“The Contractor shall be responsible for coordinating all Work with the City’s street sweeping, solid waste collection, street maintenance contractors, Police and Fire Departments, utility companies’ crews, other City Public Works projects, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made for this purpose.”

2-5 THE CONTRACTOR’S EQUIPMENT AND FACILITIES [see Greenbook].

2-5.1 General.

The following paragraph shall be added to the end of Greenbook Section 2-5.1:

“The Contractor and its Subcontractors and suppliers shall not start, operate, move, or idle their equipment prior to the time specified for starting work each Working Day unless otherwise approved by the Engineer.”

2-5.2 Temporary Utility Services [see Greenbook].

2-5.3 Crushing and Screening Operations [see Greenbook].

2-5.4 Haul Routes.

Greenbook Section 2-5.4, which is not incorporated, shall be completely replaced with the following:

“The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions.”

2-6 CHANGES REQUESTED BY THE CONTRACTOR [see Greenbook].

2-7 CHANGES INITIATED BY THE AGENCY.

The following paragraph shall be added to Greenbook Section 2-7:

“The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Project Manager, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.”

2-7.1 General.

The following paragraph shall be added to Greenbook Section 2-7.1:

“The reference to “additive” and “deductive” changes in this Section shall be related to changes made within the scope of the Project.”

2-8 EXTRA WORK.

Greenbook Section 2-8, which is not incorporated, shall be completely replaced with the following:

“New and unforeseen work will be classed as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Project Manager. All provisions of these Contract Documents shall apply to the Contractor and its Subcontractors as they perform the Extra Work, except for those provisions expressly addressed in Greenbook Section 2-8, this Section 2-8 of the General Provisions, and the Special Provisions.”

2-9 CHANGED CONDITIONS [see Greenbook].

2-10 DISPUTED WORK [see Greenbook].

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT.

Greenbook Section 3-1, which is not incorporated, shall be completely replaced with the following:

“No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the Board, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the Board to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the Agency and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Agency for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning the Bonds to the assignee without any reduction, or the assignee supplying new Bonds (with a photocopy of each Bond) in the amounts originally required under the Contract Documents; (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (3) a copy of the assignee's City business license; and (4) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required on this Project. Until the Surety assigns the Bonds or the assignee supplies new Bonds, the assignee supplies all required insurance, and the assignee provides a copy of its City business license, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

3-2 SELF PERFORMANCE *[see Greenbook].*

See Special Provisions for Work that will be considered "Specialty Items".

3-3 SUBCONTRACTORS.

The third paragraph of Greenbook Section 3-3, which is not incorporated, shall be completely replaced with the following:

"In addition to the requirements of 3-3, before the Work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement listing the name, contractor license number, DIR registration number, phone number and business address of each Subcontractor and a description of the type of Work and value of each portion of the Work to be so subcontracted."

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

Greenbook Section 3-4, which is not incorporated, shall be completely replaced with the following:

"The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Engineer by emailing the Public Works Director, copying on that same email the Engineer, requesting reconsideration of the Engineer's decision. The appeal must contain: a clear explanation of the decision and how it impacts the rest of the Project; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The

Public Works Director must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Engineer's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. Upon receipt of the appeal request, the Public Works Director or his or her designee shall review the email and all other information provided by the Contractor. The Public Works Director or his or her designee shall email the Contractor the decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Engineer with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Engineer's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract."

3-5 INSPECTION.

The following paragraph shall be added to Greenbook Section 3-5:

"The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required."

The second sentence of Greenbook Section 3-5, which is not incorporated, shall be completely replaced with the following:

"The Contractor shall notify the Engineer 48 hours in advance of the start of the Work."

3-6 THE CONTRACTOR'S REPRESENTATIVE.

The following paragraph shall be added to Greenbook Section 3-6:"Contractor's representative or alternate shall be available after normal working hours to respond to circumstance that arise within 30 minutes of being contacted by the City Inspector or Project Manager. The representative or alternate shall not be replaced without written notice to the City, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. Lack of supervision will be grounds for a Stop Work notice issued by the City, in which case no Work will be performed unless proper supervision is provided."The failure of the designated representative(s) to faithfully prosecute the Work, including, but not limited to, failure to adhere to the Contractor's construction schedule shall be deemed grounds for removal from the Work per 5-3.1.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

The following shall be added to Greenbook Section 3-7.1:

"The Contractor shall maintain a control set of Plans, Specifications and any other drawings on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on said control set to show the as-built conditions. These control set of Plans shall also be edited for all Addenda, Requests for

Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. These documents shall be kept up to date with the progress of the Work. Upon completion of all Work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not individually mentioned in the Bid sheets, the Contractor is required to complete the Work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a Work feature shall be incidental to the Bid items.”

The last paragraph of Greenbook Section 3-7.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall examine and compare the Contract Documents with each other and with the other information made available to the Contractor by the City and shall immediately notify the Engineer of any errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without notice to the Engineer, the Contractor shall assume responsibility for such performance and for the full costs for correction.

The Contractor shall perform field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer immediately.”

3-7.2 Precedence of the Contract Documents.

Greenbook Section 3-7.2, which is not incorporated, shall be completely replaced with the following:

“The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. Plans.
9. Special Provisions.
10. General Provisions.
11. City Standard Plans.
12. SSP.
13. Greenbook.
14. Reference Specifications.

All of the aforementioned documents are incorporated herein by this reference.

3-8 SUBMITTALS [see Greenbook].

3-8.1 General

The second paragraph of Greenbook Section 3-8.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall allow a minimum of twenty (20) Working Days for each submittal review, unless otherwise approved by the Engineer. Review periods are not cumulative. The aforementioned time frames begin anew upon each submission whether the initial submission or a resubmission after a prior review by the Agency. Each set of submittals shall be accompanied by a letter of transmittal describing exactly what is being transmitted.

Submittals shall be submitted to:

City of Oxnard
305 W. Third St, East Wing, 2nd Floor
Oxnard, CA 93030
Attention: Project Manager

No work shall begin on the respective items of Work which require a submittal until the submittals for those items of Work have been approved in writing by the City and, for those requiring their approval by a jurisdictional agency (agencies). The City will receive, forward and coordinate the review of submittals with the jurisdictional agency (agencies).”

3-8.2 Working Drawings [see Greenbook].

3-8.3 Shop Drawings [see Greenbook].

3-8.4 Supporting Information [see Greenbook].

3-8.5 Installation Instructions [see Greenbook].

3-8.6 Manufacturer’s Operation, Maintenance, and Warranty Instructions [see Greenbook].

3-9 SUBSURFACE DATA.

The following shall be added to Greenbook Section 3-9:

“If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor’s sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error,

omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.”

3-10 SURVEYING.

3-10.1 General.

Greenbook Section 3-10.1, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The City does not provide AutoCAD files. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. Said surveying and staking shall be performed by a land surveyor, licensed to perform said work in the State of California. All surveying Work must conform to the Professional Land Surveyors’ Act (Business and Professions Code Section 8700 *et seq*). The Contractor shall provide the Engineer with the results of the survey before proceeding. All Project surveying notes and “cut-sheets” are to be provided to the City after the completion of each surveying activity, and all final surveying notes shall be provided before final payment to the Contractor. All survey work shall be performed to the satisfaction of the Engineer.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor’s expense.”

3-10.3 Line and Grade [see Greenbook].

3-10.4 Permanent Survey Markers. [additional to the Greenbook].

“Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that ‘control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control’ until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

The Contractor shall submit to the Engineer a minimum of seven (7) Calendar Days before starting the Work a list of controlling survey monuments that may be disturbed. The Contractor will:

- a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed;
- b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments; and
- c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

The Contractor is responsible for preservation and perpetuation of existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Engineer or Surveyor before disturbance or removal of existing monuments. The Contractor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771 at its own expense."

3-10.5 Survey Service. [additional to the Greenbook].

"The Contractor will perform and be responsible for the accuracy of surveying adequate for construction. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement will be performed by the Contractor at its own expense.

The Contractor shall notify the Engineer in writing at least two (2) Working Days before survey information will be required in connection with the laying out of any portion of the Work. The Contractor shall dig all holes necessary for line and grade stakes.

Unless otherwise specified in the Special Provisions, the Contractor will set and station stakes for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

The line and grades for construction will be parallel to and offset from the position of the Work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the Work and shall be responsible for the correctness of same."

3-11 CONTRACT INFORMATION SIGNS .

The following shall be added to Greenbook Section 3-11:

"Contractor shall not advertise or allow advertising at the Project site other than what is printed on trucks and equipment before the Work begins."

3-12 WORKSITE MAINTENANCE.

The following shall be added to Greenbook Section 3-12:

"Thorough clean-up shall be done as Work progresses at the end of each Working Day. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled," but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City. The City shall then deduct the cost of its cleaning from the next or any upcoming payments due to Contractor or from Contractor's retention.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make arrangements for any off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary

storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor."

3-12.1 General [see Greenbook].

3-12.2 Air Pollution Control [see Greenbook].

3-12.3 Noise Control [see Greenbook].

The following shall be added to Greenbook Section 3-12.3:

"A noise level limit of 86 dBA at a distance of 50 feet shall apply to all construction equipment on or adjacent to the Work site or otherwise related to the Work whether owned by the Contractor or not.

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise."

3-12.4 Storage of Equipment and Materials.

3-12.4.1 General [see Greenbook].

3-12.4.2 Storage in Public Streets [see Greenbook].

3-12.5 Sanitary Sewers.

3-12.5.1 General [see Greenbook].

3-12.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

3-12.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

3-12.6 Water Pollution Control.

3-12.6.1 General [see Greenbook].

3-12.6.2 Best Management Practices (BMPs).

The following shall be added to Greenbook Section 3-12.6.2:

“The Contractor will be required to meet the minimum BMPs of providing a Stormwater Management Plan if the Project does not require a SWPPP according to the Ventura County Watershed Protection District. The Contractor shall submit a Best Management Practice (BMP) Plan for containing any wastewater or storm water runoff from the Project site including, but not limited to the following:

1. No placement of construction materials where they could enter Storm Drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.
5. Minimizing usage of water.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction-related debris on a daily basis.
8. Protecting Work areas from erosion.
9. Street sweeping at regular intervals required to control dust, debris, sediment and erosion.

The BMP Plan must be approved by the Project Manager before any Work begins. The City will monitor the adjacent Storm Drains and Streets for compliance. Failure of the Contractor to follow the approved BMP Plan will result in immediate clean-up by City and back-charging the Contractor for all costs plus fifteen percent (15%).”

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP).

Greenbook Section 3-12.6.3, which is not incorporated shall be completely replaced with the following: :

“If the nature of the Project requires the Contractor to file a Notice of Intent and SWPPP with the State regulatory agency, the Contractor shall do so. If this is not required, the Contractor shall submit a local SWPPP and a wet weather erosion control plan during the rainy season October 1st to April 15th to comply with City policy regarding storm water management. The Contractor shall take all necessary precautions to minimize storm water pollution and control the pollutants from entering the drainage system as directed by the City’s representative. At any point, a local SWPPP is subject to change if the City determines the inadequacy of the approved SWPPP to address the pollutants of concern. Upon written notification by the City, the Contractor shall submit a revised SWPPP, subject to City approval, within five (5) Working Days following

notification. Failure to do so could result in a stoppage of all Work without an extension in the time for completion of the Work.”

3-12.6.4 *Dewatering.*

The following shall be added to Greenbook Section 3-12.6.4:

“Failure to dewater per Contractor’s approved dewatering plans shall lead to the immediate issuance of a stop notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.”

3-12.6.5 *Payment [see Greenbook].*

3-13 *COMPLETION, ACCEPTANCE, AND WARRANTY.*

The following shall be added to Greenbook Section 3-3:

“The Contractor shall complete all Work within one hundred eighty (180) Working Days of the City’s Notice to Proceed.”

3-13.1 *Completion [see Greenbook].*

3-13.2 *Acceptance.*

Greenbook Section 3-13.2, which is not incorporated, shall be completely replaced with the following:

“Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Project Manager’s judgment, the Contractor fully performed the Contract, the Project Manager will accept the Project.

The Project will not be considered complete until all required Work is completed, the Work site is cleaned up in accordance with Greenbook Section 3-12, the General Provisions, and the Special Provisions, and all of the following items have been received by the Project Manager:

1. “Notice of Completion” indicating approval by the City;
2. All written guarantees and warranties;
3. All “as-builts”; and
4. Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days’ notice for final inspection. Such notice shall be submitted to the Project Manager in writing.”

3-13.3 *Warranty.*

Greenbook Section 3-13.3, which is not incorporated, shall be completely replaced with the following:

“For the purposes of the calculation of the start of the warranty period, the Project shall be deemed to be completed per section 3-13.2. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Project Manager’s acceptance of the final item on that punchlist.

The warranty period for specific items covered under manufacturers’ or suppliers’ warranties shall commence on the date they are deemed completed per section 3-13-2.

The Contractor shall repair or replace defective materials and workmanship as required by the Engineer at Contractor’s own expense. The Contractor shall make all repairs, replacements, and restorations within thirty (30) Calendar Days of the date of the Project Manager’s written notice, unless that notice shall require such repairs, replacements, and restorations within another time frame. Additionally, the Contractor shall defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects or non-compliance.

No certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor’s obligations under this warranty. Payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor’s expense. If the Contractor fails to reimburse the City for the actual cost, the Contractor’s surety shall be liable for the cost thereof.”

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL. [see Greenbook].

4-2 PROTECTION.

The following shall be added to Greenbook Section 4-2:

“The Contractor shall continuously maintain adequate protection of all Contractor’s Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.”

4-3 INSPECTION. .

4-3.1 General. [see Greenbook].

4-3.2 Inspection by the Agency. [see Greenbook].

4-3.3 Inspection of Items Not Locally Produced. [see Greenbook].

4-4 TESTING.

4-5 CERTIFICATE OF COMPLIANCE . [see Greenbook].

4-6 TRADE NAMES.

The following shall be added to Greenbook Section 4-6:

“For convenience in designation on the Plans and Specifications, certain materials, products, things, or services incorporated in the Work may be designated under a brand or trade name. The use of alternative materials, products, things, or services that are of equal quality and of the required characteristics for the purpose intended will be allowed, subject to the approval of the Project Engineer, in accordance with Public Contract Code Section 3400 and Greenbook Section 4-6. Unless otherwise stated in writing, the phrase “or equal” shall be assumed after any and all brand and trade names.

If the Contractor requests to substitute an equivalent material, product or thing for a brand or trade name material, product or thing, the burden of proof as to the comparative quality and suitability of the alternative material, product or thing shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Engineer, including but not limited to:

- Identification of the material, product or thing and complete manufacturer’s literature that details the substituted material, product or thing.
- The names and addresses of the manufacturer’s representative for the substituted material, product or thing.
- How the substituted material, product or thing would impact the completion date of the project.
- The difference in cost between the substituted material, product or thing and the specified material, product or thing.
- A detailed description of the difference between the substituted material, product or thing and the specified material, product or thing.
- If requested by the City, samples of the substituted material, product or thing.
- The names and addresses of at least five (5) projects where the substituted material, product or thing has been used.

If the Contractor requests to substitute an equivalent service for a brand or trade name service, the burden of proof as to the comparative quality and suitability of the alternative service shall likewise be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Project Engineer, including but not limited to:

- Identification of the service and literature that details the substituted service.
- The names and addresses of the representatives of the substituted service.
- How the substituted service would impact the completion date of the project.
- The difference in cost between the substituted service and the specified service.
- A detailed description of the difference between the substituted service and the specified service.
- The names and addresses of at least five (5) projects where the substituted service has been used.

All requests for substitution shall be submitted, together with all documentation necessary for the Project Engineer to determine equivalence, no later than fifteen (15) Calendar Days following the award of Contract, unless a different deadline is listed in the Special Provisions.”

4-7 WEIGHING AND METERING EQUIPMENT. [see Greenbook].

4-8 CALIBRATION OF TESTING EQUIPMENT. [see Greenbook].

SECTION 5 LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS. [see Greenbook].

5-2 SPECIAL NOTICES. [see Greenbook].

5-3 LABOR.

5-3.1 General. [see Greenbook].

5-3.2 Prevailing Wages.

Greenbook Section 5-3.2 is not incorporated into these Contract Documents.

5-3.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that the Project is a “public work” as defined in Labor Code Section 1720 *et seq.*, and that this Project is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations (“DIR”) implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations (“CCR”). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

5-3.2.2 Copies of Wage Rates [additional to the Greenbook].

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 Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR’s website at www.dir.ca.gov/. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates all rate changes at each job site covered by these Contract Documents.

5-3.2.3 Job Site Notices [additional to the Greenbook].

The Contractor is required to post job site notices, as prescribed by regulation.

5-3.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

The Contractor 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of Contract award, employing apprentices, and paying training fund contributions. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor or any Subcontractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

5-3.3 *Payroll Records.*

Greenbook Section 5-3.3, which is not incorporated, shall be completely replaced with the following:

“The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which require the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

5-3.4 *Hours of Labor.*

Greenbook Section 5-3.4, which is not incorporated, shall be completely replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

5-3.5 Registration with the DIR *[additional to the Greenbook]*.

"A Contractor or Subcontractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded. Contractor 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 the Contract."

5-3.6 Compliance Monitoring *[additional to the Greenbook]*.

"This Project is subject to compliance monitoring and enforcement by the DIR."

5-3.7 Subcontractors *[additional to the Greenbook]*.

"For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Labor Code Sections 1720 *et seq.*, 1860 and 3700, and the Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure."

5-3.8 Debarred or Suspended Subcontractors *[additional to the Greenbook]*.

"The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or 1777.7."

5-3.9 Prevailing Wage Indemnity *[additional to the Greenbook]*.

“To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor’s expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all attorneys’ fees and other related costs and expenses.”

5-3.10 Survival *[additional to the Greenbook]*.

“All duties of the Contractor under this Section 5-3 shall survive expiration or termination of the Contract.”

5-4 INSURANCE *[see Greenbook]*.

Greenbook Section 5-4, which is not incorporated, shall be completely replaced with the following:

“All insurance requirements shall be those listed as an attachment to the Contract. If an insurance document is not included as an attachment to the Contract, the City’s INS-I form shall be incorporated herein by this reference.”

Greenbook Sections 5-4.1, 5-4.2, 5-4.3 and 5-4.4 are not to be incorporated into these Contract Documents.

5-4.5 RESPONSIBILITIES OF THE CONTRACTOR

5-4.5.1 Indemnification *[additional to the Greenbook]*.

“The following indemnity provisions shall supersede the indemnity in Greenbook Section 5-4.”

5-4.5.2 Contractor’s Duty *[additional to the Greenbook]*.

“To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees and agents (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, employees, agents, Subcontractors, material suppliers or any of their officers or agents, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all attorneys’ fees, experts’ fees, and other related costs and expenses (individually, a “Claim,” or collectively, “Claims”). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be

rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable."

5-4.5.3 *Civil Code Exception [additional to the Greenbook].*

"Nothing in this Section shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction."

5-4.5.4 *Nonwaiver of Rights [additional to the Greenbook].*

"Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence."

5-4.5.6 *Waiver of Right of Subrogation [additional to the Greenbook].*

"The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees."

5-4.5.7 *Survival [additional to the Greenbook].*

"The provisions of this Section 5-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision."

5-5 *ANTITRUST CLAIMS [see Greenbook].*

5-6 *PATENT FEES OR ROYALTIES [see Greenbook].*

5-7 *SAFETY.*

5-7.1 *Work Site Safety.*

5-7.1.1 *General*

The following shall be added to Greenbook Section 5-7.1.1:

“The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe Project site.

5-7.1.2 *Work Site Safety Official. [see Greenbook].*

5-7.2 *Safety Orders.*

5-7.2.1 *General. [see Greenbook].*

5-7.2.2 *Shoring Plan. [see Greenbook].*

5-7.2.3 *Payment. [see Greenbook].*

5-7.3 *Use of Explosives. [see Greenbook].*

5-7.4 *Hazardous Substances. [see Greenbook].*

5-7.5 *Confined Spaces.*

5-7.5.1 *Confined Space Entry Program (CSEP) [see Greenbook].*

5-7.5.2 *Permit-Required Confined Spaces. [see Greenbook].*

5-7.5.3 *Payment. [see Greenbook].*

5-7.5.4 *“Tailgate” or Safety Meetings [additional to the Greenbook].*

“The Contractor must submit to the Project Manager a written report by the end of every week of the “tailgate” or safety meeting(s) held by the Contractor and every Subcontractor working on the Project that week. The Contractor may require that every Subcontractor prepare its own weekly “tailgate” or safety meeting reports; however, every week the Contractor is still responsible for getting a copy of each Subcontractor’s report to the Project Manager. Each written report shall include an agenda of the meeting topics, the date, time and location of the meeting, and a list of attendees.”

5-7.6 *Flood Lighting.*

5-7.6.1 *General. [see Greenbook].*

5-7.6.1 *Payment. [see Greenbook].*

5-7.7 *Security and Protective Devices.*

5-7.7.1 *General. [see Greenbook].*

5-7.7.2 *Security Fencing. [see Greenbook].*

5-7.8 Steel Plate Covers.

5-7.8.1 General. [see Greenbook].

5-7.8.2 Thickness. [see Greenbook].

5-7.8.3 Installation. [see Greenbook].

5-7.8.4 Payment. [see Greenbook].

5-7.8.5 Protection of the Public. [additional to the Greenbook].

“It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor’s operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work or partially removed facilities. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The requirements of the State Division of Industrial Safety for trenches, excavations and shoring shall apply to all aspects of this Project. Safety is stressed. Trenches, excavations and other openings, if any, shall be covered at the end of each Working Day. Any operations or situation that threatens the safety of workers or the public, including traffic control not in compliance with the approved traffic control plan and the MUTDC, shall cause the suspension of Work until corrections are made.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work, and shall be solely responsible for all construction methods and sequences.

Should the Contractor not comply with CalOSHA or federal OSHA safety requirements and the Project Manager find out, he or she may issue a Notice of Noncompliance. If the Project Manager does so, the Contractor will furnish and install additional or different measures at the Contractor’s own expense. Should the Contractor refuse or fail to act in a timely manner to correct a hazardous condition, the Project Manager may direct City forces or another contractor to provide the necessary protective and warning devices as deemed appropriate by the Project Manager. The costs incurred by the City will be deducted from the Contractor’s next payment and further payments as needed. Any action or inaction on the part of the City in directing attention to the inadequacy of warning and protective measures or providing additional protective and warning devices shall not relieve the Contractor from responsibility for public safety or change the Contractor’s obligation to furnish and pay for these devices.”

5-7.9 Emergencies [additional to the Greenbook].

“Five (5) Calendar Days before the start of construction operations, the Contractor shall notify the Police and Fire Departments wherein the Project lies, giving the expected starting date, completion date and the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

Whenever an emergency exists and the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished.

All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition."

5-7.10 Public Notices *[additional to the Greenbook]*.

5-7.10.1 Notification to Property Owners and Businesses *[additional to the Greenbook]*.

"In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice approved by the Project Manager before distribution. The Contractor must hand-deliver all notices to adjacent residents, business, and other areas directed by the Project Manager."

5-7.10.2 Residents' Complaints *[additional to the Greenbook]*.

"It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor, in turn, shall contact the resident, inform the Project Manager within twenty-four (24) hours of the action to be taken, or both, at the Project Manager's discretion."

5-7.10.3 Project Identification Sign *[additional to the Greenbook]*.

"The Contractor must furnish portable changeable message signs if required by the City's Traffic Engineer. The Contractor shall program messages and place in location as directed, including periodic relocations as required. The Contractor must keep such signs clean and in good repair."

5-7.11 Access *[additional to the Greenbook]*.

"All construction Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic until the Work called for in the Plans, Greenbook, General Provisions and Special Provisions and as directed by the Project Manager is complete.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for construction that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected."

5-7.12 Traffic [additional to the Greenbook].

"TEMPORARY NO PARKING" signs shall be posted at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is accepted by the City. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor."

5-7.12.1 Traffic Control Plan (TCP) [additional to the Greenbook]

"All Work shall require maintenance and control of traffic during the construction period. The Contractor shall provide a detailed Traffic Control Plan (TCP) for all phases of construction for review and shall conform to the Greenbook, General Provisions, Special Provisions, the MUTCD, SSS and the SSP and must be approved by the Project Manager before construction. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense and no additional Working Days will be granted.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the construction zone.

For construction in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into the Project's schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one half (1/2) hour after the schoolday start time and one (1) hour before or one half (1/2) hour after schoolday end time. Contractor shall notify School District of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day."

5-7.12.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

"Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the MUTCD. Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

Advance warning signs must be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at seven (7) feet height. The Contractor shall post standard "NO STOPPING – CONSTRUCTION ZONE" signs forty-eight (48) hours before construction, not more than fifty (50) feet apart within the Work area, showing the date and time of construction.

The Contractor shall provide advance construction notification sign(s) at each end of the Project limits seven (7) Calendar Days before the start of construction at each site. Notification signs shall include the construction start and completion dates."

5-8 *RECYCLING OF MATERIALS [additional to the Greenbook].*

"Contractor must adhere to the City's recycling plans, which are incorporated by this reference and available through the Project Manager."

5-9 *CONFIDENTIALITY [additional to the Greenbook].*

5-9.1 *Confidential Information [additional to the Greenbook].*

"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, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, change orders and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense."

5-9.2 Information Provided by Contractor *[additional to the Greenbook]*.

"All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City."

5-9.3 Exemptions *[additional to the Greenbook]*.

"Notwithstanding the above, these limitations shall not apply to information: (i) that is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) when such information is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; or (iii) that is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed. Before making any such disclosure listed in this paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order."

5-9.4 Enforcement *[additional to the Greenbook]*.

"Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 5-9.4 may result in irreparable injury to the City."

5-9.5 No Warranties by City *[additional to the Greenbook]*.

"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 Section or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section."

5-9.6 Survival *[additional to the Greenbook]*.

"All duties of the Contractor under this Section 5-9 shall survive expiration or termination of the Contract."

5-10 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

“The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed and approved by the City Inspector before start of that operation.

Where Contractor damages, wholly or partially removes, or reduces the reflectivity of existing traffic striping, pavement markings, and curb markings, such striping or markings shall also be considered as existing improvements, and the Contractor shall repaint or replace such improvements. Relocations, repairs, replacements, or reestablishments shall be at least equal to the state of the striping, pavement markings and curb markings before Contractor began the Project or to the nearby improvements, whichever is higher quality, and shall match this standard in finish and dimensions unless otherwise specified.

All costs to the Contractor for marking, protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.”

SECTION 6. PROSECUTION AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

The Greenbook uses the term “construction schedule” but the City prefers the term “baseline construction schedule” in this context; thus, where “construction schedule” appears in Greenbook Section 6-1 or any of its subsections, “baseline construction schedule” is substituted.

6-1.1 Baseline Construction Schedule.

The following shall be added to Greenbook Section 6-1.1:

“Notice to Proceed shall not be issued until the baseline construction schedule documents are submitted to the Project Manager for approval. “Approval” within this Section shall mean the Project Manager ensures the baseline construction schedule meets the start and end dates and meets format requirements; “approval” does not include the Project Manager’s assessment of whether the Work can be completed according to that baseline construction schedule.”

6-1.1.1 Pre-Construction Meeting [additional to the Greenbook].

“Contractor and the Project Manager shall hold a pre-construction meeting before any Work on the Project commences. Unless previously submitted to the Project Manager, the Contractor shall bring to the pre-construction meeting copies of each of the following:

- 1) The Baseline Construction Schedule.
- 2) Both the daytime and emergency phone numbers of the person or persons who will be designated as Contractor’s general construction superintendent or on-site construction manager for the Project.
- 3) A procurement schedule of major equipment and materials and items requiring long lead time.
- 4) Shop drawing/ a sample submittal schedule.
- 5) A preliminary schedule of values (lump sum price breakdown) for progress payment purposes.

The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's proposed baseline construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the time in which the Project is being constructed.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Labor requirements, including but not limited to prevailing wages.
- 14) Permits.
- 15) Any other item that the Project Manager states is relevant to the meeting."

6-1.1.2 Progress Meetings *[additional to the Greenbook]*.

"Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a three (3) week "look ahead" schedule and a list of what was completed on the Project in the past week for each meeting. The Project Manager will preside at these meetings. As the Work progresses, if it is determined by mutual agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to another schedule."

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2, which is not incorporated, shall be completely replaced as follows:

"The Contract time shall commence upon the date of issuance of the Notice to Proceed. The Work shall start within the time period that the Project Manager states and be diligently prosecuted to completion within the Contract Term."

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2, which is not incorporated, shall be completely replaced as follows:

"If the Contractor has fallen behind the approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than two (2) weeks, the Contractor shall submit a recovery schedule to the Project Manager that exactly indicates measures of schedule recovery including, but not limited to, revised methods

of procurement, revised sequencing of Work, and any additional measures such as increasing the number of personnel, shifts, overtime operations, Working Days and amount of construction equipment until such time as the Work is back on schedule. All costs required to bring the Project back on schedule shall be borne by the Contractor without additional cost to the City.

If the Contractor falls behind the approved baseline construction schedule, as modified by such time extension as may have been granted by the City for unavoidable delays, by more than three (3) weeks, the City can deem that the Contractor is in material breach of the Contract, in which case the Work shall be turned over to the Surety for completion.

Alternatively, if the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may issue an order of noncompliance in any form or manner. If the order is in writing, the Project Manager has the option of listing the steps required to remedy the situation and reasonable deadlines for each step. The Project Manager may also provide that if such steps are not taken within such listed deadlines, then an amount of \$250 per Calendar Day may be assessed for each Calendar Day of delay as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess liquidated damages in accordance with Section 6-9 and in these General Provisions.

These options are available in addition to all other options in the Greenbook or as otherwise legally available.”

6-3 TIME OF COMPLETION.

6-3.1 General. [see Greenbook].

6-3.2 Contract Time Accounting. [see Greenbook].

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

Greenbook Section 6-4.1, which is not incorporated, shall be completely replaced as follows:

“If delays are caused by unforeseen events beyond the control of the Contractor, and the Project Manager approves the unforeseen events, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-4.3. In any case, no extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. No time extension will be granted for delays which do not affect the critical path of the baseline construction schedule.

The Contractor shall be responsible for, and shall bear the expense of, the cost of repairing or restoring damage to any Work if the damage is determined to have been proximately caused by an Act of God, up to five percent (5%) of the Contract Price, provided that the Work damaged was built in accordance with accepted and applicable building standards and the Contract Documents. The Contractor shall not be responsible for any such damage beyond five percent

(5%) of the Contract Price. For damage determined to have been caused by anything other than an Act of God, the Contractor shall be responsible for all costs of repairing or restoring damage to any Work until final acceptance of the Project by the City as defined in Section 3-13.3. For the purposes of this provision, "Acts of God" shall be defined earthquakes in excess of a magnitude of 3.5 on the Richter scale and tidal waves. The Contractor shall notify the City promptly in writing of each delay, whether by an Act of God or otherwise, and its cause and the expected delay. Upon request, the Contractor shall update such notice.

Unless otherwise agreed to in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the rights of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such rights and there shall be no further adjustments to the Contract Term."

6-4.2 Extensions of Time.

The following shall be added to Greenbook Section 6-4.2:

"In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time without additional notice. The amount of time allowed by an extension shall be limited to the period of the delay giving rise to that extension as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work."

6-4.3 Payment for Delays.

The following shall be added to Greenbook Section 6-4.3:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment or compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the period of the delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor."

6-4.4 Written Notice and Report.

Greenbook Section 6-4.4, which is not incorporated, shall be completely replaced as follows:

"If the Contractor desires payment for a delay or an extension of time, the Contractor shall submit to the Project Manager a written request and report of cause within three (3) Working

Days after the beginning of the delay unless such a request and report are impossible to submit due to the nature of the delay. In such a case, Contractor shall submit the request and report as soon thereafter as possible.

Such request and report of cause shall specify the nature of the delay and the conditions that set the beginning time of delay. If the delay is due to an inability to obtain materials or equipment, the request and report of cause must include the following items as appropriate under the circumstances: the date Contractor was first notified of the delay; the date the delay began; the exact description of the material, equipment or other cause of the delay; documentation showing when and from whom the delaying item was ordered; documentation of promise to deliver the delaying item; documentation of actual delivery date of the delaying item; description of how late delivery caused delay, including references to the construction schedule; documentation of measures taken to get prompt delivery; documentation of attempts to get delivery from other sources; description of steps taken in the Work scheduling to minimize effects of late delivery; a description of steps taken to get the Work back on schedule after delivery; and a statement of the actual time lost as a result of late delivery. Failure by the Contractor to file all of these items within the time specified herein will be considered grounds for rejection by the City, regardless of the merit of the issues raised in that notice.”

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

The following shall be added to Greenbook Section 6-5:

“Action by the Agency to take over and utilize any part of the Project shall become effective only upon issuance of a written notice, signed by the Engineer, setting forth a description of the completed improvements to be taken over, the effective date, location and limits thereof.”

6-6 SUSPENSION OF THE WORK.

6-6.1 General. *[see Greenbook].*

6-6.2 Archeological and Paleontological Discoveries. *[see Greenbook].*

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General *[see Greenbook].*

6-7.2 Notice to Cure *[see Greenbook].*

6-7.3 Notice of Termination for Default. *[see Greenbook].*

6-7.4 Responsibilities of the Surety. *[see Greenbook].*

6-7.5 Payment. *[see Greenbook].*

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

The following shall be added to Greenbook Section 6-8:

“In addition to the reasons for termination listed in Greenbook Section 6-8, which allow termination upon any written notice, the City may terminate the Contract for any other reason or

for no reason upon thirty (30) Calendar Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

Furthermore, some of the City's projects are funded in whole or in part by funds other than the City's General Fund. If this Project is funded by such external funds in whole or in part, those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The City shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard."

6-9 LIQUIDATED DAMAGES. [see Greenbook].

SECTION 7 MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.1 General. [see Greenbook].

7-1.2 Methods of Measurement.

The following shall be added to Greenbook Section 7-1.2:

"The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Project Manager."

7-1.3 Certified Weights. [see Greenbook].

7-2 LUMP SUM WORK [see Greenbook].

7-3 PAYMENT.

7-3.1 General. [see Greenbook].

7-3.2 Partial and Final Payment. [see Greenbook].

7-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

"In accordance with Greenbook Section 7-3.2, the monthly closure date shall be the last Working Day of each month. The Contractor will measure WIP performed during the month and will submit a Quantify WIP, with the Project Inspector for payment backup. Each invoice must be

signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.”

7-3.2.2 *Payments [additional to the Greenbook].*

“The City shall make payments within thirty (30) Calendar Days after receipt of the Contractor’s undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of both the Greenbook and the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper.”

7-3.2.3 *Retention [additional to the Greenbook].*

“The City shall withhold five percent (5%) of the Contract Price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. If no claims have been filed or are pending by the end of the Contract Term, the City shall pay Contractor the amount retained except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment or as may be withheld for any other lawful purposes.”

7-3.2.4 *Final Invoice and Payment [additional to the Greenbook].*

“Whenever the Project is accepted, the Project Manager shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the Project Manager a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents (“Final Payment Amount”). The Project Manager shall then file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.”

7-3.2.5 *Substitute Security [additional to the Greenbook].*

“In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor’s expense. If the Contractor selects either one of these alternatives, the following shall control:”

7-3.2.5.1 *Substitution of Securities for Performance Retention [additional to the Greenbook].*

“At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor

may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City (“estimated amount of retention”) to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor’s expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent to or greater in value than the total amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor under this Contract. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.”

7-3.2.5.2 *Deposit of Retention Proceeds with an Escrow Agent [additional to the Greenbook].*

“As an alternative to the substitution of securities as provided above or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above; this shall be at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.3 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section.”

7-3.2.5.3 *Subcontractor Entitlement to Interest [additional to the Greenbook].*

“If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Calendar Days after receipt of escrow moneys, the

amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to insure performance of the Subcontractor.”

7-3.2.5.4 *Securities Eligible for Investment [additional to the Greenbook].*

“Securities eligible for investment shall include those listed in Public Contract Code Section 22300(c). The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.”

7-3.2.5.5 *Escrow Agreement for Security Deposits in Lieu of Retention [additional to the Greenbook].*

“The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).”

7-3.2.5.6 *Inconsistencies with Prevailing Statutory Requirements [additional to the Greenbook].*

“If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.”

7-3.3 *Delivered Materials [see Greenbook].*

7-3.4 *Mobilization [see Greenbook].*

7-3.5 *Contract Unit Prices.*

7-3.5.1 *General. [see Greenbook].*

7-3.5.2 *Increases of More Than 25 Percent. [see Greenbook].*

7-3.5.3 *Decreases of More Than 25 Percent. [see Greenbook].*

7-3.6 *Stipulated Unit Prices. [see Greenbook].*

7-3.7 *Agreed Prices. [see Greenbook].*

7-3.8 *Eliminated Items.*

Greenbook Section 7-3.8, which is not incorporated, shall be completely replaced with the following:

“Should any Bid item be eliminated in its entirety, and Contractor already ordered materials conforming to the Plans and Specifications in the eliminated item before the date of notification of elimination by the Engineer, Contractor shall attempt to cancel the order or return the materials for a full refund; if Contractor is able to return any of the materials, the City shall pay the Contractor for the supplier’s actual cost for returning the material. If canceling the order and returning the materials cannot be done due to reasons outside of Contractor’s control, Contractor shall notify Project Manager of the precise unused materials, including the amounts of such materials, that Contractor already obtained and what efforts Contractor took to return

the materials. Project Manager shall have the option of deciding what happens with the materials, including but not limited to: paying Contractor for the actual cost of the materials, thereby obtaining the materials as property of the City, and requiring Contractor to transport the materials to the City for its use, paying the Contractor for its actual handling cost; or disposing of the materials, paying the Contractor for its actual handling cost.”

7-4 PAYMENT FOR EXTRA WORK.

7-4.1 General. [see Greenbook].

7-4.2 Basis for Establishing Costs, [see Greenbook].

7-4.2.1 Labor. [see Greenbook].

7-4.2.2 Materials. [see Greenbook].

7-4.2.3 Tool and Equipment Rental.

Greenbook Section 7-4.2.3, which is not incorporated, shall be completely replaced with the following:

“The City shall pay for use of equipment in accordance with the latest version of the California State Transportation Agency’s Labor Surcharge and Equipment Rental Rates Guide, available at <http://www.dot.ca.gov/hq/construc/equipmnt.html>.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the City than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site at no expense to the City.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.

The reported rental time for equipment already at the Work site shall be the duration of its use on the Extra Work. This time shall begin when the equipment is first used on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site.”

7-4.2.4 Other Items. [see Greenbook].

7-4.2.5 Invoices. [see Greenbook].

7-4.3 Markup.

The following shall be added to Greenbook Section 7-4.3:

“The Contractor’s reasonable allowance for the markup, including for Subcontractor’s costs, shall only include the total sum of office overhead, jobsite overhead and profit for Work.”

7-4.3.1 Work by the Contractor.

The following shall be added to Greenbook Section 7-4.3.1:

"If the Work is completed only by Contractor's own forces, the Contractor may bill the City for labor, materials and a reasonable markup. The Contractor's reasonable allowance for overhead and profit constituting the markup shall not exceed 10%."

7-4.3.2 *Work by a Subcontractor.*

The following shall be added to Greenbook Section 7-4.3.2:

"If the Work is completed only by the Subcontractors' forces, the Subcontractor's reasonable allowance for overhead and profit constituting the markup shall not exceed 10%, and the Contractor's reasonable allowance for overhead and profit constituting the markup shall not exceed 5%."

7-4.4 *Daily Reports. [see Greenbook].*

7-5 *PAYMENT FOR CHANGES REQUESTED BY THE CONTRACTOR. [see Greenbook].*

7-6 *AUDIT [additional to the Greenbook].*

"The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 7-6 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions."

SECTION 8. *FACILITIES FOR AGENCY PERSONNEL*

Greenbook Part 1, Section 8 is incorporated herein by this reference, except as modified herein. No field offices for City personnel shall be required, unless stipulated on Special Provisions; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

8-1 *GENERAL [see Greenbook].*

8-2 *FIELD OFFICE FACILITIES.*

8-2.1 *Class "A" Field Office. [see Greenbook].*

8-2.2 *Class "B" Field Office. [see Greenbook].*

8-2.3 *Class "C" Field Office. [see Greenbook].*

8-3 *FIELD LABORATORIES.*

8-3.1 Offsite at Manufacturing Plant. [see Greenbook].

8-3.2 At the Work Site. [see Greenbook].

8-4 BATHHOUSE FACILITIES [see Greenbook].

8-5 REMOVAL OF FACILITIES [see Greenbook].

8-6 BASIS OF PAYMENT [see Greenbook].

SECTION 9. UTILITIES [this Section 9 includes information additional to Greenbook Section 402]

9-1 LOCATION. [additional to Greenbook Section 402-1]

The following shall be added to Greenbook Section 402-1:

“The location and existence of all underground Utilities and substructures have not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor’s sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which includes contacting Underground Service Alert (“USA”) and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. To obtain a USA Identification Number, call USA a minimum of two (2) Working Days before scheduled excavation. (For best response, provide as much notice as possible up to ten (10) Working Days.) Upon request from the Project Manager anytime up to five (5) years after Project acceptance, the Contractor must submit a written notice of every USA Identification Number issued during the course of and related to the Project. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.”

9-1.1 General. [see Greenbook Section 402-1.1].

9-1.2 Payment. [see Greenbook Section 402-1.2].

9-1.3 Entry by Utility Owners. [additional to the Greenbook Section 402].

“The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.”

9-2 PROTECTION. [additional to Greenbook Section 402-2].

The following shall be added to Greenbook Section 402-2:

"If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City."

9-3 REMOVAL.

Greenbook Section 402-3 shall be completely replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

9-4 RELOCATION. [additional to Greenbook Section 402-4]

The following shall be added to Greenbook Section 402-4:

"The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities."

9-5 DELAYS DUE TO UTILITY CONFLICTS [see Greenbook Section 402-5].

9-6 COOPERATION. [additional to Greenbook Section 402-6]

The following shall be added to Greenbook Section 402-6:

"The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor."

9-7 NOTIFICATION [additional to the Greenbook Section 402].

"The Contractor shall notify the Public Works Director or his or her designee and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction."

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]

10-1 LICENSES [additional to the Greenbook].

"The Contractor shall possess a City of Oxnard business license at the time of Performance and Payment Bonds and insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31."

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

"The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section 10-2. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section 10-2 and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply."

10-3 NOTICE TO PROCEED [additional to the Greenbook].

"After award of this Contract, signing the Contract Documents and submission of insurance, Payment and Performance Bonds, and a copy of the Contractor's City business license, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before all of the above have been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection."

10-4 CONTRACTOR'S RESPONSIBILITY FOR WORK [additional to the Greenbook].

"Until the final acceptance of the Project by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Project Manager, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements or any other cause. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary."

10-5 DAMAGE TO PUBLIC PROPERTY [additional to the Greenbook].

"Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost."

10-6 REMOVAL OF INTERFERING OBSTRUCTIONS [additional to the Greenbook].

"The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation. The cost of any such removals are made a part of the Contract Unit Prices bid by the Contractor under the item for excavation or removal of existing Work."

10-7 SOILS ENGINEERING AND TESTING [additional to the Greenbook].

"The City may retain a certified materials testing firm to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions."

10-8 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

"Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project."

10-9 WORKING DAYS AND HOURS [additional to the Greenbook].

"Except as otherwise specified in the Special Provisions or a City-issued permit, no Work shall be performed by the Contractor: on Saturdays and Sundays; on major highways between the hours of 7:00 p.m. and 7:00 a.m. of the following Calendar Day; on a street before 8:30 a.m. or after 3:30 p.m.; and at any other Work site before 7:00 a.m. or after 6:00 p.m. Additionally, no Work will be allowed on scheduled holidays observed by the City.

Whenever the Project Manager gives written permission or direction to the Contractor to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor."

10-10 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

"In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* ("Article 1.5") regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein.

Additionally, if this Project is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, Public Contract Code Section 9204 shall apply to all claims, which are separate Contractor demands sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City; the City's payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; and payment of an amount that is disputed by the City. The Contractor must furnish reasonable documentation to support the claim. The City must respond within forty-five (45) days, and if the Contractor disputes the City's response, or if the City fails to respond within the time prescribed in Public Contract Code Section 9204, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; that demand must be in writing sent by registered mail or certified mail, return receipt requested. After that conference, any remaining disputed portion of the claim, as identified by the Contractor in writing, must be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. Unless otherwise agreed to by the City and the Contractor in writing, this mediation shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced. If a Subcontractor lacks legal standing to assert a claim against the City because privity of contract does not exist, the Contractor may present to the City a claim on behalf of that Subcontractor in accordance with Public Contract Code Section 9204."

10-11 THIRD PARTY CLAIMS [additional to the Greenbook].

"The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney."

10-12 COMPLIANCE WITH ALL LAWS [additional to the Greenbook].

"The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents."

10-13 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

"By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor 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 the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding."

10-14 CONFLICTS OF INTEREST [additional to the Greenbook].

“The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

10-15 APPLICABLE LAW [additional to the Greenbook].

“The validity, interpretation, and performance of these Contract Documents 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 Contract shall be in the Ventura County Superior Court.”

10-16 TIME [additional to the Greenbook].

“Time is of the essence in these Contract Documents.”

10-17 INDEPENDENT CONTRACTOR [additional to the Greenbook].

“The Contractor, Subcontractors and their officers, employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. The Contractor and Subcontractors have and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting the Contractor and/or Subcontractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as set forth in the Contract Documents, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents.

Except as the Project Manager may specify in writing, the Contractor, Subcontractors and their officers, employees and agents shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor, Subcontractors and their officers, employees and agents shall not, at any time or in any manner, represent that they or any of their officers, employees or agents are in any manner officers, employees or agents of the City.

The Contractor and Subcontractors shall pay all required taxes on amounts paid to them under the Contract, and shall indemnify, defend, and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

The Contractor, Subcontractors and their officers, employees and agents shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor and Subcontractors’ officers, employees and agents, including compliance with

social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor, Subcontractors and their officers, employees and agents are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits."

10-18 CONSTRUCTION [additional to the Greenbook].

"In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter in this Contract Documents, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted all or a portion of that document."

10-19 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

"Nothing in the Contract Documents is intended to make the public or any member of the public a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract Documents intended to establish a standard of care owed to the public or any member of the public."

10-20 WAIVER [additional to the Greenbook].

"No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver or preclude any exercise of that right or remedy or any other right or remedy provided under these Contract Documents, or any other right or remedy otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default."

10-21 CUMULATIVE REMEDIES [additional to the Greenbook].

"Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided in these Contract Documents or otherwise available at law or in equity."

10-22 TERM [additional to the Greenbook].

"The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Tasks, the City has accepted all Tasks, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions."

10-23 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service on a Working Day during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses of Contractor HOWDEN USA COMPANY at 900 West Mount Street, Connersville, IN 47331, and City Hall, or at such other address as one party may notify the other in writing.

10-24 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SPECIAL PROVISIONS

1000 BACKGROUND

The City of Oxnard Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road in Oxnard utilizes an Activated Sludge Aeration Treatment process to breakdown organic materials within the waste stream. Five (5) Turblex High Speed Blowers, SERIAL # KA5-V-GA200, are utilized to maintain dissolved oxygen levels in the Activated Sludge Treatment Process. The Blower system was installed in the 1990's as part of the OWTP North Area Expansion Project.

A Class I service was completed on all five blowers in March 2020.

1001 SCOPE OF WORK

The Contractor shall furnish all necessary labor, materials, equipment and other incidental and appurtenant Work to provide Class II service and repair, including a one-time High Speed Shaft and Impeller replacement on each of the five blower units at the OWTP, utilizing original equipment manufacturer (OEM) parts.

The City will work with the Contractor to schedule Class II maintenance, repairs and evaluation including, but not limited to:

- Vibration Analysis
- Sound Analysis
- On-Line Motor Analysis
- General equipment performance

Should the Contractor discover any abnormalities requiring parts or additional labor not specified herein, a written estimate of the cost will be presented to the City's Project Manager for approval.

1002 CLASS II SERVICE

A. Class II Service to ensure Blower unit performance in accordance with Turblex manufacturer's standards and specifications shall include but not be limited to:

1. Check Axial Clearance between Impeller and Contour Ring. Adjust as necessary.
2. Dismantle Gearboxes, inspect and reassemble upon completion.
3. Inspect Gearwheels, Bearings, seals, and check clearances.
4. Replace Roller/Ball Bearings if applicable or necessary.
5. Replace Slow Shaft Ball Bearings if applicable or necessary.
6. Replace Flexible "O" Ring Seals.
7. Inspect Electric Motor, Oil Pump, Oil Cooler, Couplings, and Valves for proper operation.
8. Check Axial movement on High and Low Speed Shafts.
9. Inspect the general condition of the units.
10. Identify and document any known issues from the Operations staff.
11. Inspect and replace Inlet Filters if necessary.
12. Inspect and replace Oil Filters if necessary.

13. Check Lube Oil levels and change if necessary.
14. Inspect Inlet Silencers.
15. Dismantle Compressors Air End and Shroud, inspect and reassemble.
16. Inspect and clean Variable Vein Systems.
17. Check Vein geometry.
18. Inspect and clean Inlet Guide Vein Systems.
19. Inspect the Control Arm of the Variable Vane Systems, both Inlet and Discharge.
20. Check Axial Clearance between Impeller and Contour Rings. Adjust as necessary.
21. Remove Gearbox Inspection Covers, conduct an internal condition assessment, reinstall upon completion.
22. Check axial movement of High Speed Shafts.
23. Inspect ball bearings, and provide quote if replacement is necessary.
24. Verify that Check Valves are operating properly.
25. Check Coupling condition. Re-align and re-torque all fasteners as necessary.
26. Inspect and tighten all mechanical and electrical connections.
27. Clean and test Surge Switches.
28. Check for any Oil Leaks.
29. Verify all 4-20 mA current loops are operating properly.
30. Provide Vibration Analysis of Blower and Motor before and after service to verify satisfactory operation.
31. Verify Oil Gaps for Bearing tolerance and wear assessment.
32. Check that all sensors are reading accurate values and positional feedback from the PLC.
33. Check and verify that all instruments, actuators, limit switches, pumps, and fans are operating properly.
34. Verify all alarms and trip functions are operating properly.
35. Check Blowers in Automatic operation.
36. Check Motor Operation and condition. Grease or Oil Bearings as necessary.
37. Prepare a detailed Service Report including run data, system operation, and overall health of the Blower System.

A. Class II Service shall include the cost of the following parts for each Blower unit:

1. Set of Blower seals and gaskets.
2. Set of Oil Filters.
3. Set of Air Filters.

10034 ONE TIME REPLACEMENT

During the Class II Service, a one-time replacement of the High Speed Shaft, Impeller, and all associated mechanical parts, shall be completed on each of the five (5) Blowers using OEM parts.

ADDENDUM NO. 1
WASTEWATER BLOWER MAINTENANCE AND REPAIR SERVICE PROJECT
Specification No. PW 22-50R

This Addendum by and between the CITY OF OXNARD, a California municipal corporation ("City") and HOWDEN USA COMPANY ("Contractor"), effective as at the date first written above, modifies the agreement to which it is attached/referencing (the "**Amended Contract**"). **Notwithstanding any term in the Amended Contract, the parties agree that this Addendum shall govern and take precedence over any provisions in the Amended Contract or any related documents that conflict with, or addresses the subject matter of any provisions contained in this Addendum.**

1. Warranty. Contractor warrants that: (i) any Goods provided hereunder will be of good material and workmanship; (ii) any Services provided by Contractor shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and/or Services supplied by Contractor hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties as set forth in the Amended Contract. In the event that defects appear in the Goods under proper use, City's sole and exclusive remedy thereof shall be that Contractor will repair or replace such Goods or re-performance of such Services at Contractor's option and cost (but not including transportation, removal, reinstallation, and decontamination) within the warranty period set forth in the Contract. Unless otherwise expressly agreed, the warranty for Goods shall be whichever period expires earlier: (i) twelve (12) months from City's Project Manager's acceptance of the Goods or (ii) eighteen (18) months from Contractor's delivery date (at the applicable Incoterms point of delivery quoted by Contractor). Contractor's warranty shall exclude liability for defects arising from: (i) installation, commissioning and/or operation, not in accordance with Contractor's O&M manual or good industry practice; (ii) use of unapproved spares, unauthorized modification or alteration of the Goods; (iii) normal wear and tear; (iv) the failure of City and/or the end-user to provide adequate storage; or (v) use of the equipment otherwise than in accordance with the agreed operational parameters (including composition, pressure and temperature of the feed gas). No part shall be deemed defective by reason of its failure to resist fouling and the action of erosive or corrosive gases. Any warranty repair or replacement of Goods or re-performance of Services shall be warranted by Contractor for the remainder of the original warranty period. No "evergreen" or "in-place" warranty is being provided. Contractor shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Contractor free of all contaminants and, in the event of replacement, will become the property of Contractor unless Contractor instructs otherwise. If Contractor opts to perform any warranty obligations in-place, City shall, without cost to Contractor, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Contractor to perform its warranty obligations. **THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. CONTRACTOR'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR**

APPLICATION. CONTRACTOR DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSION OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.

2. Force Majeure. Neither party shall be considered in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, economic or trade sanctions, including any amendments to such embargoes and economic and trade sanctions, accidental breakdown of plant or machinery, fire, flood, storm, disease outbreak or epidemic and/or any resulting quarantine restrictions ("Force Majeure"). Either party shall be entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party. Furthermore, should both parties agree that they want to continue the Contract when reasonably practicable to do so, notwithstanding the aforementioned 180 day period being reached, the parties will agree in good faith to renegotiate any necessary Contract amendment(s) to allow the Contract to continue.

3. Liquidated Damages. The Parties acknowledge and agree that the City's harm caused by Contractor's late delivery would be impossible or very difficult to accurately estimate at the time of contract, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from such late delivery. The Contractor undertakes to pay liquidated damages at a rate of \$250 per day, subject to a maximum amount of 5.0% of the value of the delayed goods. Such liquidated damages shall be the Contractor's sole and exclusive liability for such failure.

4. Payment; Taxes. 100% of invoice amount is due within 30 days from the date of a valid invoice from the Contractor by electronic funds transfer (EFT) or automated clearing house (ACH) transaction. If any payment falls in arrears the Contractor shall have the right to cancel or postpone performance of the Amended Contract wholly or in part. Prices do not include and City shall be responsible for sales, use, or excise taxes/duties.

5. Title & Risk. Legal and beneficial ownership of the Goods shall remain vested in the Contractor until full payment of the contract price has been made. The Goods will be at the City's risk from the time of delivery, or if delivery is delayed for any reason due to the City's fault from the time that delivery should have taken place.

6. Indemnity. Contractor will indemnify City from claims brought by third parties against City for (i) bodily injury (including death) and (ii) property damage, each only to the extent directly caused by the negligence of Contractor. Contractor shall not be responsible for the acts/omissions of City or others and Contractor does not agree to any other indemnity not set forth herein. Contractor's indemnity obligations shall not apply to City property. Any duty to indemnify hereunder is conditioned upon City: (i) making no statement prejudicial to Contractor, (ii) providing prompt and detailed notice to Contractor of any such claim; (iii) tendering the defense/settlement to Contractor with sole control over the same; and (iv) providing full cooperation, authority, and assistance to Contractor.

7. Limitation of Liability. Notwithstanding anything to the contrary contained in the Amended Contract and save to the extent this limitation is prohibited by law: (i) Contractor's total liability pursuant to the Amended Contract whether by way of indemnity, for breach of contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the total Amended Contract price. (ii) Contractor shall not be liable to City, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon contract, tort, strict liability in tort, negligence or indemnity. **The liability limit shall not apply as to claims required to be insured under the Contract Documents General Provisions Section 5-4 Insurance, or such claims that are otherwise insured, the amount recovered from the Contractor's insurer for the loss or damage, up to the contractually agreed insurance level.**

8. IP. All patents, copyright and other intellectual property rights in or relating to the Goods or their design or the specifications, drawings, manuals or information prepared or supplied by the Contractor, or which arise under or in the course of the Contractor's performance of the Amended Contract, are, shall be and shall remain the Contractor's absolute property. The Contractor shall grant the City a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the Goods.

9. Termination. In the event of termination for City's convenience, Contractor shall be reimbursed for the reasonable Direct Costs incurred by Contractor in performing the Amended Contract until termination and for its costs in effecting such termination, notwithstanding any other provision of the Amended Contract. "**Direct Costs**" means such direct costs borne and incurred by Contractor associated with the Amended Contract up to and including the date of suspension and/or termination, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin. If Contractor fails to cure a material breach within a reasonable time after receipt of notice of breach from City, and on Contractor's acceptance of such breach, City shall have the right, at its option, to terminate the Amended Contract upon payment to Contractor for work performed until the time of termination.

10. Other On-site/Service Provisions; Misc. Contractor's on-site employees, subcontractors, and representatives shall be given unobstructed access to the site and the work. If there are any delays caused by anyone other than Contractor, the time and expense of the same shall be charged to City. Contractor is an independent contractor and shall provide suitably qualified supervisor(s) who shall give the City the benefit of their technical expertise with the Goods or similar installations and who shall advise the City's personnel as to the installation in an efficient manner. It shall be the City's sole responsibility to carry out installation and to achieve the desired work schedules, timescales and quality of workmanship for installation using appropriately qualified workmen in sufficient numbers to achieve the task. Contractor is not responsible for supervision, property or employees of others, including health, safety, or security. City shall advise Contractor's in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site. Contractor shall not be required to take (or refrain from taking) any action, or to enter or remain in any area, where he/she reasonably determines that it would be unsafe.

11. Severance. If any provision of this Addendum is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

The exclusions, limitations, disclaimers, terms, and conditions set forth in this Addendum shall remain in effect at all times and survive any breach, termination, or cancellation of the Amended Contract.



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

DATE: April 5, 2022

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8443 to Oilfield Electric Company for On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8443 with Oilfield Electric Company in the amount not to exceed \$750,000 for a three-year term for the On Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Public Works Department comprises multiple divisions including special districts; water; wastewater; recycled water; stormwater; and environmental resources, all of which require non-scheduled or unplanned electrical repair and maintenance of facilities and infrastructure from time-to-time. In order to avoid regulatory non-compliance, public health and safety hazards, property and/or environmental damage, the work must be completed with urgency, requiring quick response from a contractor. To respond promptly to these unplanned infrastructure failures, the department requires an on-call contract with a qualified contractor or contractor team that has the diverse technical capabilities and the ability to respond quickly to the City's electrical repair needs.

The City does not have sufficient staff as well as staff with the level of expertise necessary to perform some of the more technical services. The work under this agreement will be through task orders issued by a project manager prior to the start of any work.

Projects to be completed by Contractor are categorized as follows:

Non- Scheduled Urgent Repair Work

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate response to avoid harm to or to safeguard life, health or property.

Scheduled Repair and Maintenance Work

Contractor must verbally respond within twenty four (24) hours of telephone notification by the City. The scope of work and schedule shall be mutually agreed to between City staff and the Contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

The work for this project includes furnishing all labor, materials, equipment and other incidentals to provide on-call electrical repairs, maintenance and replacement services for the Public Works Department. The work under this agreement will be at prevailing wage rates and through task orders issued prior to the start of any work.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on January 13, 2022, and all bids were due on February 14, 2022. The bids on this project were based on a selection of hourly rates for services that will be used in task orders. The City received the following bids:

Oilfield Electric Company dba Oilfield Electric and Motor:	\$1,400.00
Waisman Construction, Inc.:	\$3,399.00

The lowest bidder is Oilfield Electric Company (Oilfield) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Oilfield. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this project to Oilfield.

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

Each Division within Public Works provides funding for this type of work within the City Council approved annual budgets based on needs. Work to be performed will require the department staff to review and verify funding availability prior to commencing work or will be authorized pursuant to the City's procurement procedures.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 8, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. A-8443 Oilfield PW 22-69

**CITY OF OXNARD CONTRACT FOR
ON-CALL ELECTRICAL REPAIR, MAINTENANCE AND REPLACEMENT SERVICES
PROJECT SPECIFICATION NO. PW 22-69**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2022 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and OILFIELD ELECTRIC COMPANY dba OILFIELD ELECTRIC AND MOTOR ("Contractor"). Contractor's license number is 125250.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed seven hundred and fifty thousand dollars (\$750,000.00) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

**OILFIELD ELECTRIC COMPANY dba
OILFIELD ELECTRIC AND MOTOR**

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

Alan D. Fletcher, President² _____ Date _____

Jana D. Fletcher, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8443
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

2/22

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

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

INS-G.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **ASPECIFY 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 \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No A-8443
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

SUBMIT IN DUPLICATE

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

PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
Telephone: NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS CLAIMS: Underwriter=s representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (____) _____
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.	

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:
- 2.1 Insurance Services Office Automobile Liability Coverage, "Occurrence" form CA0001, code (Any auto@); or
- 2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD Attn: Insurance Compliance Reference No A-8443 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 _____ <i>(original signature required)</i> Telephone: () Date Signed _____
---	--

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as On-Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly
 and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers,
 and other persons employed in the performance of the Contract and any Task related to the
 Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the
 Civil Code in the penal sum of _____
 Dollars (\$_____), this amount being not less than a hundred percent (100%) of the
 total not to exceed Contract Price, in lawful money of the United States of America, for materials
 furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance
 Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding
 the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in
 addition to the face amount thereof, costs and reasonable expenses and fees, including
 reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be
 awarded and fixed by the court, and to be taxed as costs and to be included in the judgment
 therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call Electrical Repair, Maintenance and Replacement Services Project Specification No. PW 22-69 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____

_____ Dollars (\$_____), this amount being not less than a hundred percent (100%) of the total not to exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

CITY OF OXNARD

BID SHEETS FOR ON-CALL ELECTRICAL REPAIR, MAINTENANCE AND REPLACEMENT SERVICES PROJECT SPECIFICATION NO. PW 19-04

Bidder's Name: Oilfield Electric Company dba Oilfield Electric & Motor

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	RATES			TOTAL OF RATES
	Non-Scheduled Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm work begins within 1 hour **	Hourly Rate Monday-Friday 5:01pm - 7:59am work begins within 1 hour **	Hourly Rate Saturday, Sunday and Holidays work begins within 1 hour **	
1	Foreman	\$ 105 /hr	\$ 140 /hr	\$ 140 /hr	\$ 385 /hr
2	Equipment Operator	\$ 90 /hr	\$ 90 /hr	\$ 90 /hr	\$ 270 /hr
3	Laborer	\$ 90 /hr	\$ 125 /hr	\$ 125 /hr	\$ 340 /hr
4	Superintendent	\$ 0 /hr	\$ 0 /hr	\$ 0 /hr	\$ 0 /hr
5	Service Truck	\$ 30 /hr	\$ 30 /hr	\$ 30 /hr	\$ 90 /hr
	Scheduled Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm			Total of Rates
6	Foreman	\$ 105 /hr			\$ 105 /hr
7	Equipment Operator	\$ 90 /hr			\$ 90 /hr
8	Laborer	\$ 90 /hr			\$ 90 /hr
9	Superintendent	\$ 0 /hr			\$ 0 /hr
10	Service Truck	\$ 30 /hr			\$ 30 /hr
TOTAL BID PRICE (TOTAL OF ALL RATES)					\$ 1,400

**** Work must begin within that time period. Note: No adjustment in the Contract Unit Prices will be allowed unless approved by the Public Works Engineer or Public Works Director. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.**

BID PRICE IN DIGITS: \$ 1,400.00

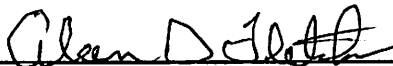
BID PRICE IN WORDS: One thousand, four hundred dollars

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 _____
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): Oilfield Electric Company dba Oilfield Electric & Motor

Signature: 

Title: President

Print: Alan D Fletcher

Date: 2/5/22

EXHIBIT B

SPECIAL PROVISIONS

1000-1 SCOPE OF WORK

The Contractor or Subcontractor(s) shall furnish all necessary labor, materials, equipment, supervision and other incidental and appurtenant Work to provide on-call electrical repair, maintenance, and replacement services for the Public Works Department. The Public Works Department includes multiple divisions including environmental resources, water, wastewater, recycled water, storm water, parks, facility maintenance, fleet, transportation and engineering.

The scope of Work shall include, but not be limited to:

1. In coordination with City staff, inspect and identify required services to professionally provide a scope of work and cost estimate to complete the scope of Work.
2. Troubleshoot, repair, maintain, and/or replace, facilities; infrastructure; and equipment as identified by City staff. Potential Work may be associated with any aspect of the systems and facilities operated and maintained by the Public Works Divisions identified above.
3. Work shall also include repair, maintenance and replacement of electrical components, including motor control centers, variable frequency drives, switchgears, control panels, video detection equipment, lighting fixtures, underground conduits, wiring and fiber cables and other appurtenances. Perform Annual Flash Hazard Analysis and Training
4. Contractor shall furnish all equipment required to maintain facility operation, protect public health, safety, property and the environment.

1000-2 RESPONSE TIME.

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

1. Non-Scheduled Urgent Repair Work:

Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, employee health, public health or property.

2. Scheduled Repair and Maintenance Work:

Contractor must verbally respond within twenty (24) hours of telephone notification by the City. The scope of work and the schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

1000-3 PAYMENT

All Work will be pre-approved and issued by the Project Manager prior to starting Work. The Scope of work will include all estimated equipment, materials, labor, and taxes. A separate invoice is required for each scope of work issued pursuant to the Contract. Contractor is required to itemize the estimated number of hours it will take for completion on the proposed scope of work. Contractor's markup on the purchase of materials or rental of equipment shall not exceed fifteen percent (15%) of the Contractor's costs.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the scope of work.



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

DATE: April 5, 2022
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Urban Greening Program Grant Application Resolution.

RECOMMENDATION

That the City Council:

1. Adopt a resolution ratifying approval for the submittal of an application for an amount not to exceed \$7,000,000 in Urban Greening Program grant funds for the Campus Park Central Oxnard Greening Project; and
2. Approve and authorize the City Manager or designee to execute grant agreements; the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of the Urban Greening grant funds if awarded; and the Director of Public Works or designee to submit non-financial reports.

BACKGROUND

In 2021, SB 170 allocated \$50 million to the California Natural Resources Agency for its Urban Greening Program for projects that reduce greenhouse gas (GHG) emissions and provide multiple benefits. The Urban Greening Program will fund projects that reduce GHG while also transforming the built environment into places that are more sustainable, enjoyable, and effective in creating healthy and vibrant communities. These projects will establish and enhance parks and open space by using natural solutions to improve air and water quality and reduce energy consumption, and create more walkable and bike-able trails.

In FY 2022, the grant will be very competitive, with only approximately \$47.5 million available for urban greening projects statewide. The State anticipates one funding cycle. There are no maximum or minimum grant amounts. Statutory priorities of the program include: providing park or recreational benefits to a critically underserved community or disadvantaged community; the project being proposed by a critically underserved community or disadvantaged community; and developing partnerships with local community organizations and businesses in order to strengthen outreach to disadvantaged communities, providing access to quality jobs for residents of disadvantaged communities, or provides access to workforce education and training.

Eligible Urban Greening projects will reduce GHG emissions, mitigate the effects of extreme heat, and provide multiple additional benefits, including, but not limited to, a decrease in air and water pollution or a reduction in the consumption of natural resources and energy.

DISCUSSION

Upon the grant program's announcement, staff discussed options for the project to be proposed by the City. Funding Phase II of Campus Park, the Campus Park Central Oxnard Greening Project, was determined to be the best fit for both the grant program and the City's needs.

A master plan of Campus Park is currently in design by MIG, Inc. MIG has led a community-driven design process that

has developed a conceptual-level design for the park, including a Phase I and a Phase II. Community engagement events have informed this design, including a series of public workshops, and presentations at the February 2022 Parks, Recreation, and Community Services Commission meeting. Phase I is funded for construction, which is anticipated to begin in 2022. Phase II is in need of funding, and the Urban Greening grant program is a good fit to potentially fund the Phase II elements.

Phase II is planned to include additional landscaping, “cultural garden” areas and orchards, meadow landscaping and berms, a restroom, additional trails, an entrance at the southeast corner of the park, and an airplane viewing mound. The proposed elements of Phase II also include moving the existing dog park to an improved location in the park with trees and landscaping. The existing location of the dog park and the surrounding area would be transformed into a landscaped area that would serve as one of the parks’ main entrances, with an entry plaza and garden. If the grant is awarded, additional design details will be developed through a community workshop process. Please refer to Attachment 2 to review the emerging concepts for Phase I and Phase II. The Phase II elements are located where the gaps are shown in the Phase I concept, and are labeled in the master plan concept.

The grant application was due March 28, 2022 and was submitted by that date. If the grant is awarded, the project must be completed by December 2025.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

At the time of report writing, the cost for the Campus Park Central Oxnard Greening Project is estimated to be no more than \$7,000,000, which this grant will cover. There is no City match required for this grant. Ongoing maintenance funding would need to be considered starting in Fiscal Year 2025-26 and subsequent fiscal years after construction is finalized and if the grant is awarded. Annual operations and maintenance cost increases are estimated at \$240,000 if the project is awarded and constructed.

COMMITTEE OUTCOME

Due to the short timeline given for the grant application process, this item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist, Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Resolution
2. Emerging Concept for Phase I and Phase II

Resolution No: _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE APPLICATION FOR GRANT FUNDS FOR
URBAN GREENING PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application by the Applicants governing board before submission of said application to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard

1. Approves the filing of an application for the Campus Park Central Oxnard Greening Project; and
2. Certifies that applicant understands the assurances and certification in the application; and
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and
4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code; and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained; and
6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and
7. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

THE FOREGOING RESOLUTION NUMBER _____ WAS DULY PASSED
AND ADOPTED THIS _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

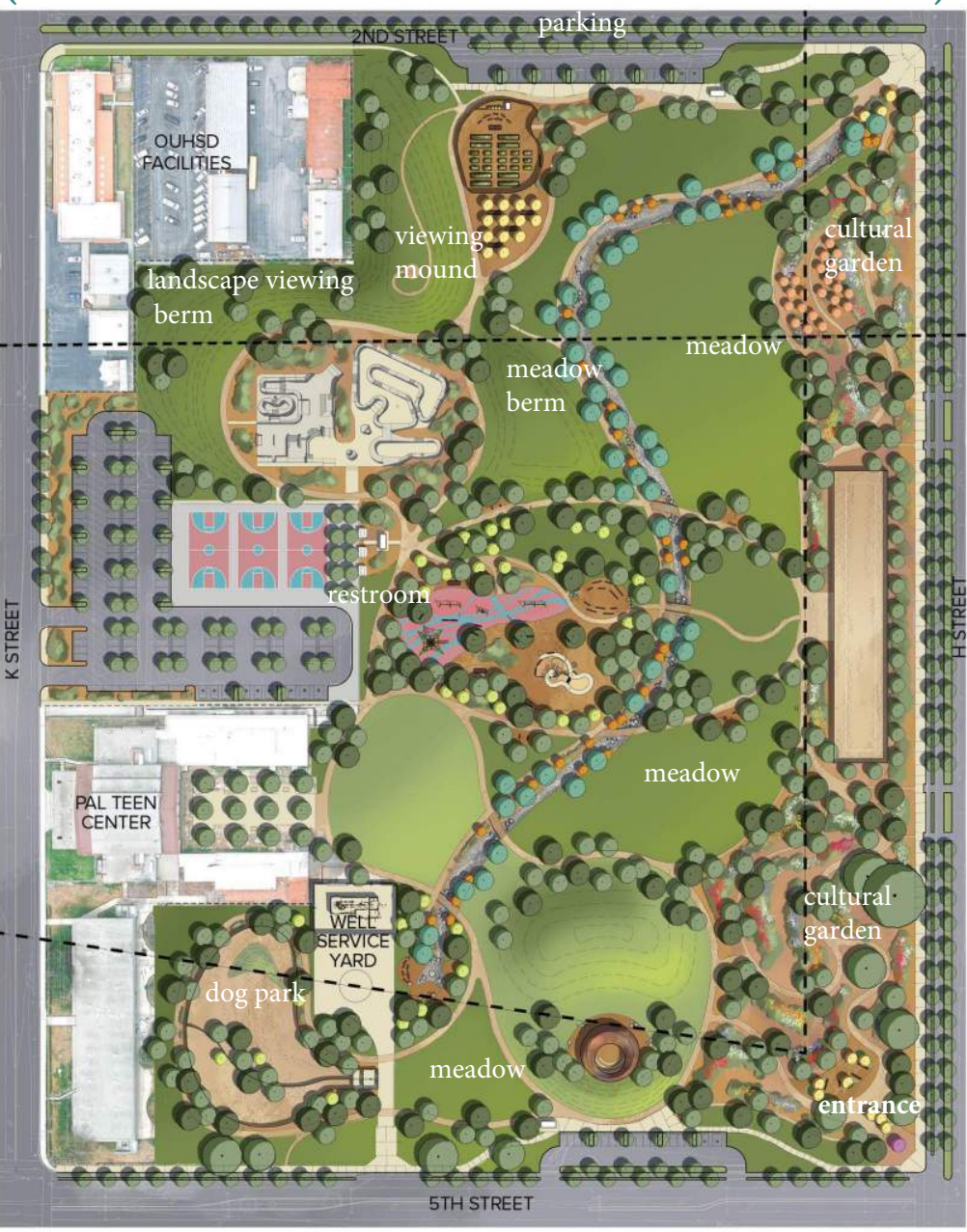
Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

Emerging Concept / Phase 1 Site Plan



Emerging Concept / Master Site Plan (Phase 2 elements are labeled in white text below)





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

DATE: April 5, 2022

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: Ordinance Adoption. Project Name: RiverPark Specific Plan Amendment & RiverPark and Fore Property Development Agreement Amendments. Located in the RiverPark Specific Plan area generally located North of the Ventura Freeway (Highway 101), west of East Vineyard Avenue, east of the Santa Clara River, and south of Central Avenue (RiverPark) and 2700 and 2750 North Ventura Road (APN 132-0-100-095 & 132-0-100-085) (Fore Property).

RECOMMENDATION

That the City Council adopt the following Ordinances:

1. Ordinance No. 3009 An Ordinance of the City Council of the City of Oxnard approving Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 7 To The RiverPark Specific Plan) to amend the land use plan and text within the RiverPark specific plan to allow residential development in districts B, C and D in exchange for a reduction of commercial square footage, subject to certain findings; and
2. Ordinance No. 3010 An Ordinance of the City Council of the City of Oxnard approving Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) for The RiverPark Property, subject to certain findings; and
3. Ordinance No. 3011 An Ordinance of the City Council of the City of Oxnard approving Planning and Zoning Permit No. 20-670-03 (Second Amendment to Development Agreement No. A-7113) for the Fore Property, subject to certain findings.

(This item originated from a Public Hearing at the City Council meeting of March 15, 2022, and was previously heard by the Planning Commission; therefore, this item did not originate in Committee.)

BACKGROUND

On March 15, 2022, a public hearing was held to consider the adoption of Ordinance Nos. 3009, 3010, and 3011. At the hearing the City Council was presented with one recommendation containing three options. Following a public hearing, the City Council gave direction to move forward with Option 1, which allowed residential development in Districts B, C, and D of the RiverPark Specific Plan totaling a maximum of 1,025 additional units, and to modify both the RiverPark and Fore Property Development Agreements, without the requirement of a Project Labor Agreement but to include the following local hire provision within the RiverPark and Fore Property Development Agreements:

In order to promote and maximize the employment of City of Oxnard and Ventura County residents on the Project, Owner, to the extent allowed by law, commits to make a good faith effort to achieve a goal of at least 35% of subcontractors performing Project work be primarily located in Ventura County.

Both of the applicants, Ann Walsh of Shea Properties and Jonathan K. Cornelius of Fore Property (collectively referred to as the "Applicant" or "Developer") agreed to add the amended language to the RiverPark and Fore Property Development Agreements, respectively.

The City Council then voted to certify an Addendum to FEIR No. 00-03 and introduce the Ordinances, as amended, with a vote of 6-1 for first reading by title only, waiving further reading. If adopted by Council on April 5, 2022, the ordinances will take effect thirty days thereafter.

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 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.

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 proposed RiverPark Development Agreement Amendment (RPDAA) and Fore Development Agreement Amendment (FPDAA) will lock the development impact fees to pre-May 2020 rates, offset the fee increases in the form of fee credits, or allow for alternative calculations based on actual impacts.

The fee credits offset the Developer's actual costs associated with construction of the related improvements (drainage, park, bike paths, public art, and sewer improvements). The RPDAA request represents a reduction in up to approximately \$4.3M in development impact fee revenue to the City. The FPDAA request represents a reduction in up to approximately \$1.66M in development impact fee revenue to the City. However, throughout the buildout of the RPSP, the project has constructed a series of public improvements and amenities for City residents. This will result in a net public benefit. Examples of public benefit improvements that have occurred include additional affordable housing, public parks in excess of requirements, bike paths throughout the development, and additional taxes collected by the City and to be spent at the City Council's sole discretion. All the above listed physical improvements will be constructed by the Developer prior to final buildout of the project.

In fiscal year 2020-21, the Collection generated \$1,467,278 in sales taxes. The RPSPA provides for additional residential units without reducing the existing size of the Collection. As additional residential units would be added to RiverPark, it is assumed the residents will shop at the Collection and increase annual sales taxes collected by the City.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Commission, therefore this item did not originate in Committee.

Prepared by: Joe Pearson II, Senior Planner

ATTACHMENTS

1. March 15, 2022 City Council Staff Report (w/o attachments)
2. City Council Ordinance No. 3009 - PZ 20-630-01 - RiverPark Specific Plan Amendment
3. City Council Ordinance No. 3010 - PZ 20-670-04 - RiverPark Development Agreement Amendment
4. City Council Ordinance No. 3011 - PZ 20-670-03 - Fore Property Development Agreement Amendment



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.2

DATE: March 15, 2022

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: RiverPark Specific Plan Amendment & RiverPark and Fore Property Development Agreement Amendments; Located in The RiverPark Specific Plan area generally located North of the Ventura Freeway (Highway 101), west of East Vineyard Avenue, east of the Santa Clara River, and south of Central Avenue (RiverPark) and 2700 and 2750 North Ventura Road (APN 132-0-100-095 & 132-0-100-085) (Fore Property). (10/20/30)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing, and

Take the actions identified under one of the three following options:

Option 1 – Applicants’ Original Request/Staff’s Recommended Action – Allowing residential development in Districts B, C, and D of the RiverPark Specific Plan totaling a maximum of 1,025 additional units. No Project Labor Agreement would be required by the City for future residential development in these Districts:

- a. Certify an Addendum to FEIR No. 00-03; and
- b. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 7 to The RiverPark Specific Plan) for map and text amendments to The RiverPark Specific Plan , subject to certain findings; and
- c. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) for The RiverPark Property, subject to certain findings; and
- d. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-03 (Second Amendment to Development Agreement No. A-7113) for the Fore Property, subject to certain findings.

Option 2 – Reduced Specific Plan Amendment Alternative – Allowing residential development in Districts B and C of the RiverPark Specific Plan totaling a maximum of 613 additional units. No Project Labor Agreement would be required by the City for future residential development in these Districts:

- a. Certify an Addendum to FEIR No. 00-03; and
- b. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 7 to The RiverPark Specific Plan) for map and text amendments to The RiverPark Specific Plan, subject to certain findings; and
- c. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) for The RiverPark Property, subject to certain findings; and
- d. Introduce an Ordinance (by title only, waiving further reading) approving Planning and Zoning Permit No. 20-670-03 (Second Amendment to Development Agreement No. A-7113) for the Fore Property, subject to certain findings.

Option 3 – Planning Commission Recommendation – Allowing residential development in Districts B and C of the RiverPark Specific Plan totaling a maximum of 613 additional units, subject to the Applicants first entering into Project Labor Agreements:

- a. Provide direction to City staff to negotiate new language in both the Fore Property Development Agreement Planning and Zoning Permit No. 20-670-03 (Second Amendment to Development Agreement No. A-7113) and the RiverPark Development Agreement Amendment Planning and Zoning Permit No. 20-670-04 (Sixth Amendment to Development Agreement No. A-6128) that requires the Applicants to enter into Project Labor Agreements for their respective properties prior to the issuance of building permits within District B and District C, and continue the item to a date uncertain for consideration of the Development Agreement Amendments, Specific Plan Amendment, and certify an environmental document.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/XPUeFTI6qUo>

BACKGROUND

EXECUTIVE SUMMARY:

The current adopted RiverPark Specific Plan (RPSP) allows for a total of 3,043 dwelling units and 2,098,000 square feet of commercial development. The Project request would allow for a total of 4,068 dwelling units, but reduce the allowed commercial development to 1,536,000 square feet. This is an increase of up to 1,025 residential units under the RPSP, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development. It is important to note that the RPSP is not built out; meaning there are additional dwelling units (40 units) and commercial square footage (650,658 square feet) allowed with the approval of a Development Design Review Permit, which is under the Community Development Director's authority and does not require additional environmental review.

The request before the City Council only sets the standards to which future development proposals will be held. Staff would also like to clarify that this Project is not allowing additional development; the RiverPark Specific Plan Amendment (RPSPA) only allows for an alternative type of development (Residential instead of Commercial). The current RPSPA is not proposing to alter the current commercial parking requirements for the Collection, so any parking removed will be required to be replaced in compliance with the current parking regulations.

To effectuate this change in land uses, the Project includes: a Specific Plan Amendment (SPA) to make text and map amendments to the RPSP to introduce a new high density land use designation within Planning Districts B,

C, and D (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation would be applied in combination with the existing Commercial Regional land use.

The Applicants' (hereafter "Applicant" or "Developer") request also included a request for a Development Agreement Amendment (DAA) to both the RiverPark Development Agreement (RPDA), for Districts C and D, and Fore Property Development Agreement (FPDA), for District B, to allow for time extensions, impact fee modifications, and define future affordable housing requirements. The DAAs will provide development and financial certainty to support continued development, and are in alignment with direction provided by the City Council at their May 19, 2020 hearing regarding Development Impact Fees (DIFs). At the December 16, 2021 Planning Commission (Commission) meeting, staff recommended approval of the Project as described above. In the Commission Action section below you will find additional details about the December 16, 2021 and January 13, 2022 actions, which in summary removed housing from District D (413) units and added the requirement to enter into Project Labor Agreements (PLA) as part of the FPDAA and RPDAA.

Staff continues to recommend the Applicants' original request based upon: prior direction provided by the City Council with the adoption of the latest Housing Element, which specifically identifies the District B, C, and D locations as future potential housing sites; consistency with the general plan and zoning; and the environmental review. Also, since the last Commission hearing, the Applicant provided an illustrative concept plan showing a potential development option in District D (Attachment 8). This provides clarity on how the potential development would address parking concerns that were raised at the Commission hearings. It also clarifies that the new high density housing and parking to serve the new housing could not be developed in place of the existing commercial development within the Collection. Specifically, this includes studying how future projects could be developed to preserve park space and provide replacement parking to ensure the Collection maintains its required levels of parking. It is important to note that request before the City only sets the standards which future development proposals will be held. Any development proposed under the RPSP would be required to comply with RPSP requirements and secure a Development Design Review (DDR) Permit through a public hearing process.

In summary, at this public hearing, the City Council has the option to move forward with: (1) the RPSPA ordinance with or without the inclusion of the housing (412 units) identified for District D; and (2) both the FPDAA (PZ 20-670-03) and RPDAA (PZ 20-670-04) without the PLA requirement. Should the City Council choose to take another action other than those identified (including requiring a PLA), the City Council can direct staff to return at a future public hearing with revised approval documents incorporating the direction provided.

For the benefit of the City Council, this staff report provides: 1) background the the RPSP; 2) a summary of the Commission hearings; 3) summaries of each application request and associated environmental review; 4) A brief discussion of PLAs; and 5) a discussion of the request for housing in District D.

BACKGROUND:

RiverPark SPA and DAA (PZ 20-630-01 and PZ 20-670-04)

In September 2002, the City Council approved the entitlement permits for the RPSP to guide future development on the 702-acre project site. The original RPSP allowed for the phased development of 2,805 dwelling units and 2,485,000 square feet of commercial development. The original RPSP was developed following the design principles of the New Urbanism and Smart Growth movements, which emphasizes the importance of mixed land uses in close proximity, communities scaled for pedestrian walkability; limiting the need for automobile usage; higher density development, and the importance of physical design. Several subsequent approvals and amendments have taken place since the original 2002 approval.

On September 10, 2002, the City Council adopted Ordinance No. 2605, approving Planning and Zoning Permit No. 01-5-46 (Development Agreement No. A-6128) between the owners of the RiverPark Project and the City of Oxnard. The RPSP has been amended on six occasions and the RPDA has been amended on five previous occasions. Details of those approvals can be found in the attached RPSP and RPDA Commission staff materials (Attachment 1).

Fore Property DAA (PZ 20-670-03)

On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Fore Project site and the City of Oxnard. The FPDA has been amended on one previous occasion. The previous amendment, adopted November 9, 2010, related to development fees within the Fore Property area. Details of those approvals can be found in the attached FPDAA Commission staff materials (Attachment 2) and select attachments have been retained (Maps, General Plan Consistency Chart, Staff Presentation).

PLANNING COMMISSION ACTIONS

RiverPark SPA and DAA (PZ 20-630-01 and PZ 20-670-04)

During the Commission's public hearing on December 16, 2021, Commissioners asked a series of questions as a result of staff's and the Applicant team's presentations. Eleven public comment letters/emails were received prior to the meeting and verbal comments were provided during the public comment period on RPSA (PZ 20-630-01) and RPDAA (PZ 20-670-04). The questions and comments were generally in regards to the traffic, parking, fee request, density, affordable housing, decline of retail, and PLAs. Following Commission deliberation, a motion was made and seconded to remove potential residential development within District D from the RPSA request and continue the project to a date certain of January 13, 2022, at which time the Commission was expected to ratify the directed action since the necessary Resolution was not available. This motion carried 5 (in favor) - 2 (against).

At the Commission's public hearing on January 13, 2022, nine public comment letters/emails were received prior to the meeting and verbal comments were provided during the public comment period on RPSA (PZ 20-630-01) and RPDAA (PZ 20-670-04). The comments were generally against the project, noting potential environmental impacts, too much density, and requesting the project include a PLA. Following Commission deliberations, a motion was made and seconded to adopt a Resolution recommending City Council approval of the RPSA with the removal of the Residential: Very High land use from District D of the RPSA. The motion was amended to also include the adoption of a Resolution recommending City Council approval of the Sixth Amendment to Development Agreement No. A-6128 with the requirement of a PLA as part of the RPDAA and certification of an Addendum to FEIR No. 00-03. This motion carried 7 (in favor) - 0 (against). The final motion which included the RPSA without District D and the recommendation for the PLA carried 4 (in favor) - 3 (against).

The Commission recommended approval of the RPSA to City Council without the Residential: Very High land use designation in District D would remove 412 units associated with District D, and maintain the potential commercial allowed in District D (Attachment 5). In response to this, the Applicant team prepared a modified version of the RPSP Text and Map Amendments consistent with Commission's recommendation (Attachment 5: Exhibit 1). The Commission's recommended action would still result in the new high density land use designation being applied in combination with the existing Commercial: Regional land use in District B and C, only. With the change, the RPSA would allow for the development of up to 613 additional residential units under the RPSP, in exchange for a reduction of up to approximately 336,377 square feet of non-residential development potential in accordance with specified development scenarios, as identified below in Table 1.

Table 1

Residential Option Development Scenarios		
Scenario	Additional Residential Units	Reduction in Commercial Development
Districts B & C	613	-336,377
District B	333	-182,730
District C	280	-153,647

Fore Property DAA (PZ 20-670-03)

During the Commission's public hearing on December 16, 2021, Commissioners asked a series of questions as a result of presentations by Staff and the Applicant team. Eleven public comment letters/emails were received prior to the meeting and one verbal comment was provided during the public comment period on FPDAA (PZ 20-670-03). The questions and comments were generally in regards to supporting affordable housing and questions about PLAs. Following Commission deliberation a motion was made and seconded recommending City Council approval of the Second Amendment to Development Agreement No. A-7113 with the requirement of a PLA and certification of an Addendum to FEIR No. 00-03. This motion carried 7 (in favor) - 0 (against).

PROJECT REQUESTS:

The Applicant's original request sought City Council approval of the following four requests (RPSA, RPDAA, FPDAA and an Addendum to the RPSP Environmental Impact Report):

1. RiverPark Specific Plan Amendments No. 7

A request for a SPA to make text and map amendments to the RPSP (RPSP) (Attachment 4) to introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre)) as identified below in the RPSP Figure 2.B; create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. The RPSA would allow for the development of up to 1,025 additional residential units under the RPSP, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in accordance with specified development scenarios, as identified below in Table 2.

Notes: Absent this request the RPSP can develop an additional 650,658 square feet of commercial and 40 dwelling units. This request would not result in the removal of any existing commercial development within the Collection and any future development would be required to meet the parking standards of the RPSP, including providing replacement parking.

RiverPark Specific Plan Figure 2.B

RIVERPARK LAND USE PLAN:
PERMITTED USES
Land Use Plan Date: August 2020

Legend

Planning Districts

- A Mixed Use/Office District
- B West Peripheral Commercial District
- C West Corridor Commercial District
- D Town Square Commercial District
- E East Peripheral Commercial District
- F Vineyards Neighborhood District
- G Village Square Neighborhood District
- H RiverPark Crescent Neighborhood District
- I RiverPark Loop Neighborhood District
- J RiverPark Mews Neighborhood District
- K Lakeside Neighborhood District
- L Public Facility District
- M Water Storage/Recharge Basins & Storm Water Control District

Land Use

- Residential: Low Medium (8-12 DU/gross acre)
- Residential: Medium (12-18 DU/gross acre)
- Residential: High (18-30 DU/gross acre)
- Commercial: Regional
- Commercial: Office
- Commercial: **Convention** Hotel
- Commercial: Retail/ Office
- Residential: Very High (30-80 DU/gross acre) or Commercial: Regional
- Open Space: Park Space *
- Open Space: Neighborhood Parks
- Open Space: Landscaped Buffer
- Open Space: Miscellaneous: Dry Swales/ Detention Basins
- Open Space: Miscellaneous: Water Storage/ Recharge Basins
- Open Space: Miscellaneous: Water Feature
- Schools/ Community Park
- Public Facilities
- Specific Plan Area
- Planning District Boundary
- Planning District Designation



* Specific location of Open Space to be determined prior to final development of the district

Optional Permitted Use:
Open Space:
Park Space
this parcel only

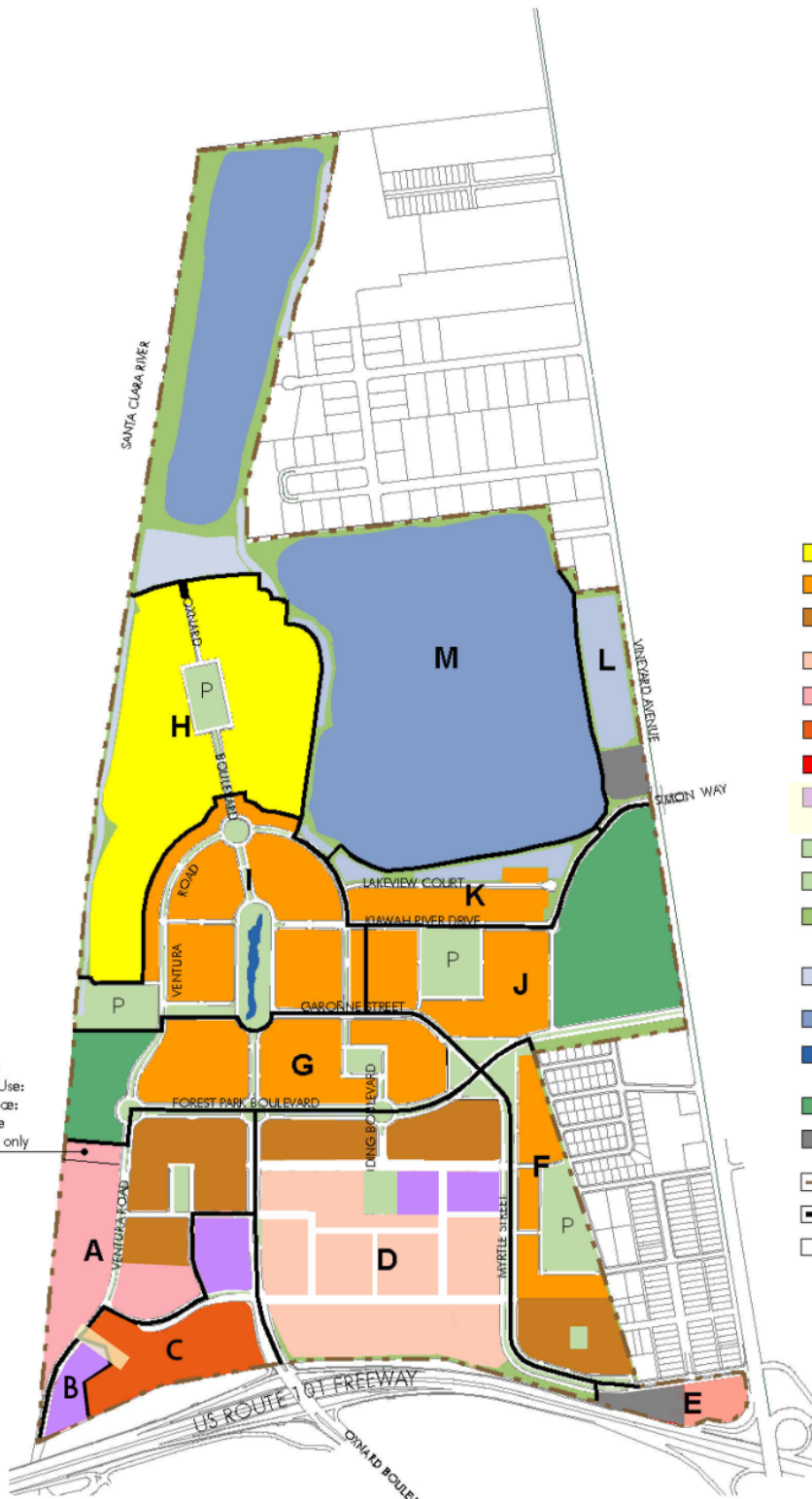


Table 2

Residential Option Development Scenarios		
Scenario	Additional Residential Units	Reduction in Commercial Development
Districts B, C & D	1,025	-562,457
Districts B & C	613	-336,377
Districts C & D	692	-379,727
Districts B & D	745	-408,810
District B ^a	333	-182,730
District C ^b	280	-153,647
District D ^c	412	-226,080

1. RiverPark Development Agreement Amendment No. 6

The Applicant is requesting modifications to ten sections of RPDA No. A-6128 and the Subsequent DAAs. At the City Council's public hearing on May 19, 2020, concerning Development Impact Fees, the Council directed staff to work with Developers who were currently in long term active development with consideration that proformas and financial development assumptions had been established for specific projects. In response, the Developer is requesting a fee lock and waiver of new fee increases approved by the City Council on May 19, 2020. The Developer would also receive fee credits for improvement costs associated with construction of bicycle and pedestrian facilities and art provided in the Collection. The proposed RPDAA would be the sixth Amendment to RPDA A-6128.

The following is a summary of RPDAA requests. A discussion on each item is provided in Section 6(h) of the Commission staff report and the RPDAA text is provided in Attachments A and F, respectively.

1. Extend term of DA for a period of five (5) years to October 10, 2027.
2. Set applicable impact fees at the rates effective September 24, 2018, for the term of the agreement, except as otherwise modified.
3. Recognize existing waiver of storm drain fees.
4. Recognize existing credit to Quimby Fee Credit and provide waiver for future Quimby and Park-related Fees.
5. Recognize existing waiver of sewer fees for commercial development and provide credit toward proposed residential.
6. Recognize existing credit and set Growth Fees at the rates effective September 24, 2018, for the term of the agreement.
7. Set the Traffic Impact Fee at the rate in effect September 24, 2018, for the term of the agreement.
8. Adjust Mobility Fee based on proposed development populations and provide credit toward new Mobility Fee, based on credit for existing bicycle and pedestrian facilities constructed as part of the buildout of the RPSP.
9. Provide credit toward Public Art Fee for existing art in the Collection.
10. Set a 15% affordable housing requirement for additional residential units.

Staff recommends approval of the DAA as drafted. The Planning Commission recommended approval of the DAA, with the addition of a Project Labor Agreement.

2. Fore Property Development Agreement Amendment No. 2

The proposed FPDAA would be the second Amendment to FPDA A-7113. For the Second FPDAA, the Applicant is requesting modifications to ten sections of FPDA No. A-7113. Similar to the RPDAA, the Developer is requesting a fee lock and waiver of new fee increases approved by the City Council on May 19, 2020. The Developer would receive fee credits for improvement costs associated with construction of bicycle and pedestrian facilities. The FPDAA would provide the Developer with the option to provide public art onsite equivalent to the value of the public art fees for future development. The following is a summary of FPDAA requests. A discussion on each item is provided in Section 6(d) of this Commission staff report and the FPDAA text is provided in Attachments B and G, respectively.

1. Extend the term of DA for a period of approximately five and a half (5.5) years to July 1, 2028.
2. Set applicable impact fees at the rates effective September 24, 2018, for the term of the agreement, except as otherwise modified.
3. Waive future Quimby and Park-related Fees.
4. Adjust Growth Fee based on proposed development populations.
5. Set the Traffic Impact Fee at the rate in effect September 24, 2018, for the term of the agreement.
6. Set the Drainage Impact Fee at the rate in effect September 24, 2018, for the term of the agreement.
7. Adjust Mobility Fee based on proposed development populations and provide credit toward new Mobility Fee, based on credit for existing bicycle and pedestrian facilities constructed as part of the buildout of the RPSP.
8. Allow for the payment of public art fees or the provision of public art onsite.
9. Set affordable housing requirements for additional units.
10. Maintenance Agreement for Access Road with Caltrans.

Staff recommends approval of the DAA as drafted. The Planning Commission recommended approval of the DAA, with the addition of a PLA.

3. Environmental Determination

In accordance with the California Environmental Quality Act (CEQA), on July 16, 2002, the City Council certified FEIR No. 00-03 for the RPSP (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources).

The Project was reviewed under an Addendum to FEIR No. 00-03, and subsequent addenda, for the RPSP (Attachment 3). The addendum evaluated each of the residential option development scenarios proposed with the RPSP Amendment No. 7 (PZ 20-630-01). The evaluation determined that none of the scenarios would result in a substantial increase in severity of significant environmental impacts previously analyzed in the certified EIR and the scenarios would not result in any new significant impacts. The Addendum included the RPDAA updates to the RPDA and the FPDAA updates to the FPDA to reflect the changes proposed in the RPSP, along with fee adjustments.

Addendum No. 15 used the City of Oxnard CEQA Thresholds and California recommended thresholds to determine if an environmental impact was large enough to be considered significant. No additional significant impacts were identified in Addendum No. 15 prepared for these requests, nor would the requests substantially increase the severity of previously anticipated significant impacts. Lastly, the original mitigations will remain applicable. These mitigations will be applicable to any future projects developed under the RPSP, RPDA and FPDA. The Commission and staff have determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Pursuant to CEQA Guidelines §15164, the Council shall consider

Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on these requests.

General Plan & Housing Element Consistency

The City's 2030 General Plan land use designation for the subject site is Commercial Regional (CR) with corresponding land use designations to support development of the approved RPSP. The Applicant proposed and the Commission recommended SPAs and foreseeable development under either Options are consistent with the 2030 General Plan and the property's land use designations. Since the original approval of the RPSP, the City adopted the 2030 General Plan, including the 2021-2029 Housing Element in October 2021.

The Districts in the RPSP Area that would be modified with the proposed RPSPA are designated CR on the 2030 General Plan Land Use Map. This designation allows major multitenant shopping centers that may include offices, hotels, and other services. Residential, live/work, work/live, and mixed uses are strongly encouraged in these areas.

The adopted RPSP is consistent with the CR land use designation and Urban Village policies as the commercial districts as defined in the RPSP currently allow a mix of commercial and residential uses. The proposed SPA would allow for a change to the residential and commercial uses in RiverPark by decreasing the amount of commercial development and increasing the amount of multifamily residential development permitted in the mixed-use commercial districts in RiverPark. Currently there are 650,658 square feet of remaining commercial uses to be built under the adopted RPSP. Option 1, the Applicant's Original Requested RPSPA provides an option to allow approximately 88,000 square feet of commercial uses to be constructed and an additional 1,025 residential units. Option 2, the Reduced Specific Plan Amendment Alternative, without the additional housing proposed in District D, the RPSPA would still allow approximately 314,080 square feet of commercial uses to be constructed and an additional 613 residential units. As such, either Option 1 or Option 2 would increase the residential population in RiverPark, which would use and support the existing and planned retail commercial development in the Specific Plan Area.

The proposed DAAs renegotiate fees and development timing between the Developer and the City, and does not conflict with General Plan land use, goals and policies. The proposed requests have been determined to be consistent with the General Plan and the property's land use designation. Further details on the project's consistency review with General Plan policies can be found in the Commission's materials (Attachment 1 and 2).

The units proposed with this Project play a key role in the City's compliance with the most recent Regional Housing Needs Allocation (RHNA). As detailed in the recently adopted 2021-2029 Housing Element, the City's most recent RHNA was 8,549 units. The sites to accommodate this new RHNA allocation are identified in the new Housing Element and are generally distributed throughout the City. The proposed housing in District D, as well as the other housing locations in Districts B and C, were identified in the City's recently adopted Housing Element. Together they are an important component of meeting the City's RHNA allocation. The Housing Element identifies a capacity of 9,427 units, as being available to meet the most recent allocation of 8,549 units. This identified capacity includes the 1,025 units proposed with the Applicant's request identified as part of these requests. The loss of one of these sites would significantly reduce the current housing buffer. In the future, should other projects not be approved or if they are approved at lower densities than are provided in the Housing Element, the identified capacity could fall below the current RHNA allocation of 8,549 units. If that occurs, the City would be required to identify alternative housing sites within six months.

The process of identifying housing sites is a deliberative process, which takes into account many factors. Aside from feasibility, the most important factor is location. As it is anticipated that much of the future housing development will be higher density development, it is important to locate these future housing sites near both services and jobs, as well as transit and other amenities such as parks. Due to their proximity to the Collection, adjacent business parks, Highway 101, and the substantial parks included within RiverPark, this location was seen as ideal candidates for the additional housing. Also, as further discussed in the General Plan Conformity

section, RiverPark is within a designated Urban Village, which is intended for more compact development and a mix of densities and land uses. For these reasons, staff continues to support the inclusion of the units proposed for District D, as originally proposed by the Applicant.

Zoning Code Consistency

The proposed RPSA would include adjustments to the amount of commercial and residential development in Planning Districts with the residential options chosen.

With Option 1, the Applicant's Original Requested RPSA, the total amount of commercial development allowed would be reduced by up to 562,457 square feet to 1,536,000 square feet and the maximum number of dwelling units would be increased by 1,025 units to 4,068 units.

With Option 2, the Reduced Specific Plan Amendment Alternative, the removal of the potential residential development in District D, as recommended by the Commission, the total amount of commercial development allowed would be reduced by up to 336,377 square feet to 1,761,623 square feet and the maximum number of dwelling units would be increased by 613 units to 3,656 units.

The RPSA would introduce a new high density land use designation (Residential: Very High: 30-80 units/acre) to identify where this new residential use could be located and creates a new development type (Apartments - Urban) which sets design and operational standards for future residential development.

With Option 1, the Applicant's Original Requested RPSA, the land use would be applied to Districts B, C, and D.

With Option 2, the Reduced Specific Plan Amendment Alternative, as recommended by the Commission, the new land use would only be applied to Districts B and C.

The potential future development within the RPSP is not part of this discretionary approval request. Future development within the RPSP will continue to be subject to review under a Design Development Review (DDR) Permit, and will be required to comply with the RPSP development standards and all mitigation measures identified in FEIR and subsequent addendums. The proposed DAAs do not propose revisions to zoning development standards. The revision, as further detailed in the Commission materials (Attachment 1 & 2), would not conflict with existing or amended development standards within the OCC or the RPSP. This analysis would apply to the RPSA and DAAs.

Project Labor Agreements

As noted above, for both the RPDAA and FPDAA, the Commission recommended that the DAAs include the requirement that the property owner enter into a PLA before any residential development on the subject properties proceed. In the vote, the Commission voted 4-3 to recommend this requirement to the City Council as part of the RPSP action and unanimously for the FPDAA.

A PLA, also known as a Community Workforce Agreement, is a collective bargaining agreement executed prior to the beginning of a construction project or group of construction projects. PLAs are typically used for larger and more complex projects and, by their terms, (1) necessitate worker representation by local labor unions determined per trade on the covered projects; and (2) set forth basic terms and conditions of employment applicable to contractors. PLAs are typically negotiated between the project owner and the local building trades council and/or individual construction trade unions. PLAs typically require workers to have membership in certain trade unions, at least for the time relevant to the project. By requiring adherence to various union collective bargaining agreements, PLAs also specify establishment of: 1) uniform work conditions; 2) hiring procedures; 3) wages and benefits; 4) management rights; 5) labor dispute; 6) procedures to prevent work stoppages; and 7) agreement to adhere to existing Master Labor Agreements (MLAs) for the trades subject to the PLA. It is

important to note that a PLA does not always require the use of local labor, however it may be required as an element of a PLA.

The requirement for a PLA is not a land use decision and generally cannot be required by the City as part of a typical land use entitlement process. However, a Development Agreement is a negotiated agreement between the City and property owner; therefore, the requirement to have PLA *can* be included in a Development Agreement if both parties agree to the requirement. Since the Applicants are requesting changes to the existing Development Agreements that benefit the Applicants and the City, the City can require— as a condition of the City’s approval of the requested changes to the Development Agreements – that the Applicant enter into a PLA prior to any issuance of permits for residential development on the subject parcels. It is important to note that, under this scenario, the City would *not* be requiring the Applicants to enter into PLAs; the Applicants clearly would have the option of declining to enter into Development Agreement amendments that included the PLA requirement.

At this time, the City has not taken a policy stance on PLAs. For this reason, staff does not support a PLA requirement on these individual projects, but if the City Council was interested in PLAs, staff recommends that the City Council consider PLAs as part of a Citywide discussion.

In the event the City Council does not wish to proceed with the PLA requirement at a project specific level, staff has prepared and is recommending ordinances for approval of the FPDAA (PZ 20-670-03) and RPDAA (PZ 20-670-04), without the PLA requirement (Attachments F and G).

Should the Council desire to move forward with DAAs without the PLA requirement, staff has also prepared two versions of the RPSA ordinance:

1. The first version is the Option 1 Applicants’ Original Request, as originally supported by staff, that would allow for the development of up to 1,025 additional residential units under the RPSP, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in Districts B, C and D (Attachment 4).
2. The second version is the Option 2 Reduced Specific Plan Amendment Alternative, that incorporates the Commission's recommendation removing 412 units associated with District D and maintaining the allowed commercial uses. This version of the RPSA would allow for the development of up to 613 additional residential units under the RPSP, in exchange for a reduction of up to approximately 336,377 square feet of non-residential development potential in District B and C only (Attachment 5).

Should the City Council determine that they would like to pursue the PLA, City staff would ask for direction from the City Council as to what should be included within the PLA, and staff would come back at a future hearing with draft language to be included in the two DA amendments relating to the PLA.

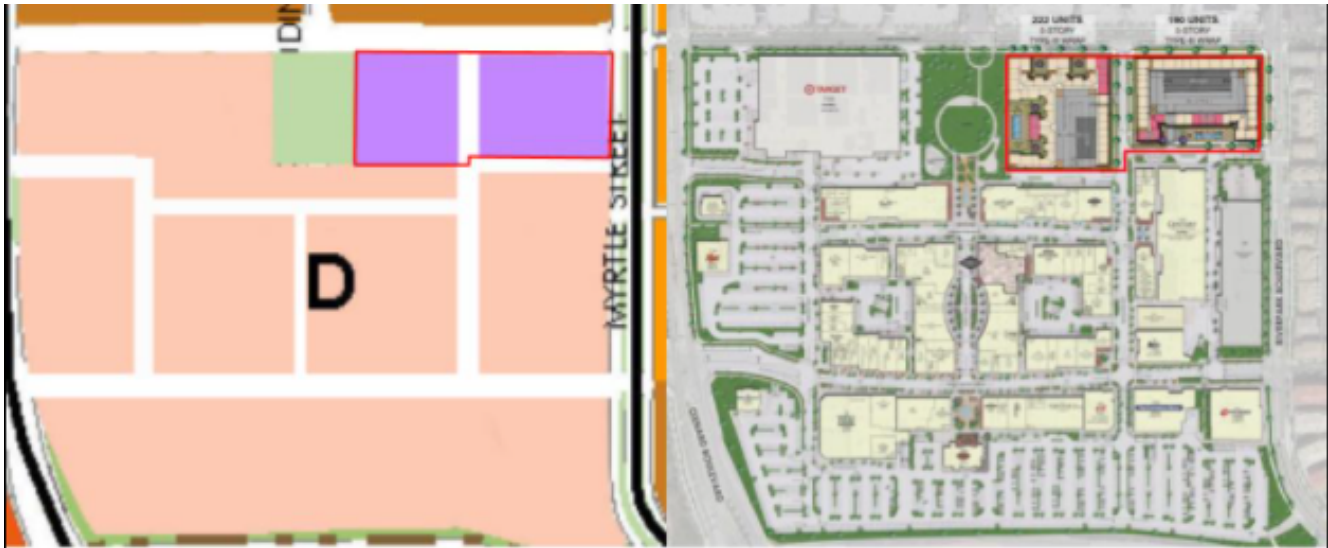
Conceptual Residential Development in District D

The Commission’s primary concerns with the inclusion of high density residential in District D generally revolve around 1) the loss of the existing parking at the Collection, noting the existing parking problems within the Collection and on the adjacent streets with residential development, 2) a belief that the added development would only exacerbate these problems, 3) the loss of this parking would adversely impact people's ability to attend events in the adjacent park, as well as, further impacting parking in the adjacent neighborhoods during the events; and 4) the loss of some of the commercial development (including retail) uses within the Collection.

The Commission was not presented with a conceptual plan or plans which showed what future development in District D may be designed. In response to the concerns mentioned by the Commission, the Applicant has prepared an Illustrative Concept Plan showing how the development of this area within District D could potentially occur (Attachment 8). While this is a concept plan and the Applicant would not be required to follow this plan in the future, it does help to provide a visual of how the site could be developed in compliance with the standards proposed. As provided in the concept, the site could be developed as wrap-around developments, with

the parking contained in the centrally located parking structure (similar to the Wagon Wheel development). In this concept plan the replacement parking could be contained in the lower levels of the parking structure with the resident parking in the upper stories. Under this concept, the existing parking could be replaced on site, still allowing for easy access to events held in the park. This helps show how the development would avoid adversely affecting the parking in the area by maintaining the required amount of parking in close proximity to the park and commercial uses in the area.

Potential Housing Site In District D



Also, following the Commission meeting, to provide clarity as to the possible location of the housing within District D, staff worked with the Applicant team to update the RPSP Land Use Map (Exhibit 2.B) to better reflect the existing conditions within District D (Attachment 8). This update does not alter the quantity of development or expand it beyond its current boundaries. The change will only update the Land Use Map to reflect the current development pattern within District D. As shown in the updated map, the new housing designation within District D clearly overlays the existing parking lots, which is consistent with the intended development location of the Applicant team, as shown in the concept plan.

As proposed, the new high density housing and parking to serve the new housing could not be developed in place of the existing commercial development within the Collection.

Role of the Planning Commission and City Council

Pursuant to Oxnard City Code (OCC) Section 2-95, the Commission is an advisory body which provides land use recommendations to the City Council on items such as General Plan Amendments, Specific Plans, Ordinance Amendments, and Development Agreements. Therefore while the City Council is to consider the recommendations of the Commission, the Council may take an action which is not consistent with the recommendations of the Commission.

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 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.

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 proposed RPDAA and FPDAA will lock the development impact fees to pre-May 2020 rates, offset the fee increases in the form of fee credits, or allow for alternative calculations based on actual impacts.

The fee credits offset the Developer's actual costs associated with construction of the related improvements (drainage, park, bike paths, public art, and sewer improvements). The RPDAA request represents a reduction in up to approximately \$4.3M in development impact fee revenue to the City. The FPDAA request represents a reduction in up to approximately \$1.66M in development impact fee revenue to the City. However, throughout the buildout of the RPSP, the project has constructed a series of public improvements and amenities for City residents. This will result in a net public benefit. Examples of public benefit improvements that have occurred include additional affordable housing, public parks in excess of requirements, bike paths throughout the development, and additional taxes collected by the City and to be spent at the City Council's sole discretion. All the above listed physical improvements will be constructed by the Developer prior to final buildout of the project.

In fiscal year 2020-21, the Collection generated \$1,467,278 in sales taxes. The RPSPA provides for additional residential units without reducing the existing size of the Collection. As additional residential units would be added to RiverPark, it is assumed the residents will shop at the Collection and increase annual sales taxes collected by the City.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Commission, therefore this item did not originate in Committee.

Prepared by: Scott Kolwitz, Planning Manager, Joe Pearson II, Senior Planner

ATTACHMENTS

1. RiverPark Planning Commission Staff Materials dated 12_16_21 and 1_13_22 and Signed Resolutions
2. Fore Property Planning Commission Staff Report dated 12 16 21 and Signed Resolution
3. Addendum No. 15 and Approved FEIR No. 00-03 (with subsequent addendums)
4. RiverPark Specific Plan Amendment (Approval with District D with Updated Land Use Map) Ordinance
5. RiverPark Specific Plan Amendment (Approval without District D)
6. RiverPark Development Agreement (without PLA)
7. Fore Property Development Agreement (without PLA)
8. District D Illustrative Concept Plan and Updated Land Use Map
9. RiverPark CC Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3009

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 20-630-01 (SPECIFIC PLAN AMENDMENT NO. 7 TO THE RIVERPARK SPECIFIC PLAN) TO AMEND THE LAND USE PLAN AND TEXT WITHIN THE RIVERPARK SPECIFIC PLAN TO ALLOW RESIDENTIAL DEVELOPMENT IN DISTRICTS B, C AND D IN EXCHANGE FOR A REDUCTION OF COMMERCIAL SQUARE FOOTAGE AND CERTIFYING ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN, GENERALLY LOCATED NORTH OF THE VENTURA FREEWAY (HIGHWAY 101), WEST OF EAST VINEYARD AVENUE, EAST OF THE SANTA CLARA RIVER, AND SOUTH OF CENTRAL AVENUE. FILED BY ANN WALSH OF SHEA PROPERTIES, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, the City Council approved the first amendment request (PZ 02-630-05) on October 22, 2002, which amended the Specific Plan to include regulations for temporary uses; and

WHEREAS, the City Council approved the second amendment request (PZ 03-630-03) on July 27, 2004, allowing a minor change in the land use designation on a small parcel from Open Space to Commercial; and

WHEREAS, the City Council approved the third amendment request (PZ 09-630-09) on April 14, 2009, allowing a freeway-oriented pylon sign subject to approval of a Design Development Review permit (DDR) by the Development Services Director; and

WHEREAS, the City Council approved the fourth amendment (PZ 10-630-02) on June 14, 2011, allowing three freeway oriented monument signs subject to approval of a DDR, and an electronic digital display panel for the pylon sign, subject to subsequent approval of a Special Use Permit; and

WHEREAS, the City Council approved the fifth amendment (PZ 09-630-03) on June 5, 2012, which increased the maximum number of dwelling units from 2,805 to 3,043 units, and reduced the maximum amount of commercial development from 2,485,000 to 2,098,000 square feet; and

WHEREAS, the City Council approved the sixth amendment (PZ 18-630-01) on February 19, 2019, to amend the text of the RiverPark Specific Plan to allow two (2) monument signs in Planning Districts B and C in the specific plan area, subject to subsequent approval of a Development Design Review Permit; and

WHEREAS, the Planning Commission of the City of Oxnard has considered the proposed map and text amendment to Pages i, 1.1, 1.6, 2.1, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18,

2.20, 2.21, 2.22, 2.23, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 3.1, 3.4, 4.2, 4.5, 4.32, 6.5, 6.6, 7.5, 7.6, 7.18, 7.19, 8.3, and 8.4; and Exhibits 2.B, 2.C, 2.D, 2.I, 2.J, 3.A, 3.B, and 3.C of The RiverPark Specific Plan to introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. This will allow for the option to develop up to 1,025 additional residential units under the RiverPark Specific Plan, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in accordance with specified development scenarios, as identified in the RiverPark Specific Plan within the project area (herein referred to as the **“Project”**); and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. No additional mitigation measures are required; and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard (**“Planning Commission”**) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for Specific Plan Amendment No. 7 (PZ 20-630-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on December 16, 2021, the Planning Commission reviewed all of the information provided in the staff report and considered the testimony given at the public hearing, including all written communications to the Planning Commission, as well as other pertinent information and deliberated the merits of the Project. The Planning Commission voted to amend staff's recommended action to remove the Residential: Very High land use from District D of the RiverPark Specific Plan and not allow additional housing in District D, subject to the preparation of

a written amended resolution to be considered at the Planning Commission meeting on January 13, 2022; and

WHEREAS, the Planning Commission found, after due study, deliberation and a duly noticed public hearing on January 13, 2022, and received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, and that the project, as amended, meets the criteria set out in Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission adopted Resolution 2022-03 recommending that the City Council approve Planning & Zoning Permit No. 20-630-01 (Specific Plan Amendment) as revised; and

WHEREAS, on March 15, 2022, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the request to approve Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment), both as originally proposed by the Applicant (to include the Residential: Very High land use in Districts B, C and D of the RiverPark Specific Plan and allow additional housing in Districts B, C and D), and as recommended by the Planning Commission, in accordance with the OCC; and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, pursuant to CEQA Guidelines §15164, the City Council considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the City Council has determined that minor changes are proposed to the project for which an FEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The City Council has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment F of the Planning Commission Staff report dated December 16, 2021, the proposed Specific Plan Text and Map Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;

2. As outlined in Section 6(c) of the Planning Commission Staff report dated December 16, 2021, the proposed Specific Plan Text and Map Amendment is a logical refinement and internally consistent with the adopted RiverPark Specific Plan; and
3. As determined in the Addendum to FEIR No. 00-03, the proposed Specific Plan Text and Map Amendments will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare;
4. As outlined in Section 6(c - g) of the Planning Commission Staff report dated December 16, 2021, the proposed RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this Ordinance that were part of the approval process.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby ordain as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Riverpark Specific Plan Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Riverpark Specific Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Riverpark Specific Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed RiverPark Specific Plan Amendment is the best use for the subject project site.

SECTION 6. The City Council determines that the RiverPark Specific Plan Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the RiverPark Specific Plan Amendment, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was

considered by the Planning Commission at the public hearing for the RiverPark Specific Plan Amendment and Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the FEIR are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

SECTION 9. Planning and Zoning Permit No. 20-630-01 (Specific Plan Amendment No. 7 to RiverPark Specific Plan) is approved as originally proposed by the Applicant to amend Sections Pages i, 1.1, 1.6, 2.1, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.20, 2.21, 2.22, 2.23, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 3.1, 3.4, 4.2, 4.5, 4.32, 6.5, 6.6, 7.5, 7.6, 7.18, 7.19, 8.3, and 8.4; and Exhibits 2.B, 2.C, 2.D, 2.I, 2.J, 3.A, 3.B, and 3.C of The RiverPark Specific Plan to introduce a new high density land use designation within Planning Districts B, C, and D (Residential: Very High (30-80 units/acre)); create a new development type (Apartments - Urban); revise planning area boundaries; update the Land Use Table; and update exhibits for consistency with proposed changes. The new land use designation will be applied in combination with the existing Commercial: Regional land use. This will allow for the option to develop up to 1,025 additional residential units under the RiverPark Specific Plan, in exchange for a reduction of up to approximately 562,457 square feet of non-residential development potential in accordance with specified development scenarios, as identified in the RiverPark Specific Plan, subject to mitigations listed in FEIR No. 00-03 for The RiverPark Specific Plan (all amendments as identified within Exhibit A).

SECTION 10. 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 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3009 was first read on March 15, 2022, and finally adopted on April 5, 2022 to become effective thirty days thereafter.

PASSED AND ADOPTED this 5th day of April, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

*Ordinance No. 3009
RiverPark Specific Plan Amendment No. 7 (PZ 20-630-01)
City Council Hearing Date: April 5, 2022
Page 7 of 7*

EXHIBIT A
SPECIFIC PLAN AMENDMENT PAGES

final submittal
12/3/2021

AMENDMENT to the RIVERPARK SPECIFIC PLAN

CITY OF OXNARD, CALIFORNIA
SHEA PROPERTIES



<i>Jurisdiction</i>	City of Oxnard
<i>Developer</i>	RiverPark Development, LLC
<i>Project Management</i>	Keller CMS, Inc.
<i>Prime Consultant, Planning and Urban Design</i>	AC Martin Partners, Inc.
<i>Commercial Planning</i>	RTKL
<i>Residential Design Standards</i>	William Hezmalhalch Architects, Inc.
<i>Landscape Architecture</i>	EDSA
<i>Civil Engineering</i>	Huitt-Zollars, Inc.
<i>Wetlands Planning</i>	Integrated Water Resources, Inc.
<i>Traffic Planning and Engineering</i>	Crain and Associates
<i>Reclamation</i>	Fugro West, Inc.
<i>Natural Factors</i>	BioResource Consultants
<i>Legal</i>	Colantuono, Levin and Rozell, APC

RiverPark Specific Plan ***2021 Amendment***

*incorporating Specific Plan Amendments and
errata items and Minor Modification through December 3, 2021*

Update prepared by
the City of Oxnard
Di Cecco Architecture, Inc.
Meridian Consultants
Gibson Traffic Engineers

RIVERPARK SPECIFIC PLAN

April 12, 2005



prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

1.1	PROJECT SUMMARY
1.2	PURPOSE OF THE SPECIFIC PLAN
1.3	LEGAL ASPECTS
1.4	COMMUNITY SETTING
1.5	PROPOSED LAND USE, OPEN SPACE AND UTILITIES
1.6	ORGANIZATION OF THE SPECIFIC PLAN

1.1 PROJECT SUMMARY

RiverPark is a 702-acre new community located at the northeast portion of the intersection of the Ventura Freeway and the Santa Clara River in southern Ventura County, California (Exhibits 1.A and 1.B).

RiverPark development objectives are derived from the physical, demographic and market environment of the Specific Plan Area, identified development needs and potentials, and the provisions of the City of Oxnard's 2020 General Plan. Based on completed market studies, build-out is anticipated in ten to fifteen years.

RiverPark has been carefully planned as a master-planned, mixed-use community with a strong sense of place. It is intended to foster social cohesion, minimize energy use, and encourage pedestrian activity. All aspects of RiverPark are designed to achieve these ends.

- ❑ Each of RiverPark's thirteen Planning Districts will have its own character and identity, yet each will contribute to creating RiverPark as a cohesive community.
- ❑ The project includes the facilities needed by a complete community: residential neighborhoods, regional and neighborhood retail centers, a hotel, elementary and secondary schools, and a complete system of parks and play fields.
- ❑ These facilities are linked by a project-wide open space, pedestrian and vehicle circulation and utility network.
- ❑ The site plan and circulation network are designed and coordinated to invite and maximize pedestrian use. This is achieved by providing mixed land uses within walkable distances and linking them with attractive pedestrian corridors and public transit.

- ❑ The core of the community, its residential neighborhoods, can incorporate up to **4,068** single-family and multi-family units in a wide variety of detached and attached product types. The variety, character and quality of these neighborhoods will reflect the character and history of Oxnard and fulfill the intentions of the City of Oxnard 2020 General Plan. Affordable housing will be provided per 7.10.3 of this Specific Plan.
- ❑ Up to 2,098,000 square feet of retail, hotel/convention and office uses, supported by convenient parking as well as the local and regional commercial markets, will serve RiverPark's neighborhoods.
- ❑ Community and publicly-oriented facilities will include three schools, a number of passive and active parks of varying sizes, and sites which can be used by public entities such as religious institutions and recreational centers.
- ❑ The landscape will be a rich and attractive open space environment. All of RiverPark's open space areas, including its circulation corridors, are planned as embracing, inviting environments supporting pedestrian use, social interaction, recreation and play.
- ❑ The landscape plays a critical environmental role by preserving attractive viewsheds, creating vistas, providing comfortable microclimates, establishing visual identity, buffering noise and unattractive views, and creating privacy. The landscape will also preserve areas of unique visual, historic and natural value on the site.
- ❑ A new storm water control system accommodates flows from within and outside the property. The existing sand and gravel pits and related surface facilities will be reclaimed and remediated to ensure protection of surface water and ground water quality.

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access from the freeway as well as from downtown Oxnard to RiverPark.

Caltrans is also planning a new Ventura Freeway/ Santa Clara River bridge crossing, and the widening of the freeway immediately east and west of the new bridge. A supplemental EIR/EIS, prepared for this project, has been certified.

1.5 PROPOSED LAND USE, OPEN SPACE AND UTILITIES

The RiverPark Specific Plan allows development of a new mixed-use community containing commercial, residential, recreational, educational and open space uses within the proposed Specific Plan Area. The land uses for the project are presented in Exhibits 2.B, 2.C and 2.D.

The Land Use Plan reflects a unique mix of regional and community-oriented commercial uses with some residential neighborhoods in the southern part of the Specific Plan Area, and a new residential community in the north. An open space network will link the various land use areas and facilitate pedestrian and bicycle circulation throughout the community.

The Plan allows for flexibility in density and proposed land uses. A number of commercial and residential building types allow a range of densities and products in many portions of the Specific Plan Area. Limited commercial and live/work uses are allowed on the first floor of multi-family residential development in some of the residential and commercial Planning Districts. An area in Planning District “A” with a “mixed-use” land use designation allows two alternate development mixes. In addition, the Specific Plan provides for flexibility in the planned uses by allowing alternative Specially Permitted uses subject to the granting of a Special Use Permit by the City.

1.5.1 RiverPark “A”

RiverPark “A” will contain a mix of retail, office, hotel and residential uses. The Plan reduces the approximately 4.4 million square feet of retail uses allowed by the Oxnard Town Center Specific Plan to 2.098 million square feet, a reduction of approximately 2.275 million square feet. Planning District

D (Exhibit 2.B) would include regionally and neighborhood-oriented retail as well as an entertainment-retail area emphasizing local and regional culture and interests. This District would also incorporate **670-994 Residential: High and Residential: Very High** units, and the ability to include vertical mixed-use units in buildings with commercial ground floor level uses and residential units above and a hotel. The adjacent Planning District A allows office and residential uses.

The Specific Plan also allows development of alternate uses in two planning districts:

- Residential: Medium uses instead of the Schools/Community Park use allowed by-right in Planning District G, the Village Square Neighborhood District; and
- Residential: Medium uses instead of the Schools/Community Park use allowed by-right in Planning District J, the RiverPark Mews Neighborhood District.

The right to build non-school uses in the Planning Districts where Schools/Community Parks are the permitted land use is allowed only with the fulfillment of two conditions:

- a) The Rio School District must prepare a written document indicating that it does not want to purchase or utilize the land; and
- b) The Planning Commission grants a Special Use Permit for the non-school use.

1.5.2 RiverPark “B”

RiverPark “B” contains residential, open space and public facilities uses. The existing El Rio Detention Basin No. 2 will be filled and reclaimed. Residential neighborhoods will be developed in Planning Districts H, I, J and K. Commercial and live/work uses are allowed on the first floor of multi-unit residential buildings in limited areas of Planning Districts I, J and K.

Planning District J is planned to include a new elementary and middle school occupying a joint site with associated open space/parks. The school’s play fields could be shared with the community when not required for school activity, subject to agreement

RIVERPARK SPECIFIC PLAN

April 12, 2005



prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

2.1	INTRODUCTION
2.2	LAND USE CONCEPT
2.3	PROJECT BOUNDARIES AND PLANNING DISTRICTS
2.4	LAND USES
2.5	DEVELOPMENT CONTROLS

2.1 INTRODUCTION

The Land Use Master Plan is the basic coordinating master plan of this document and establishes some of the key development requirements.

This Section defines RiverPark's land use concept and Specific Plan Area boundaries. It then defines the boundaries of the thirteen Planning Districts which together comprise the Specific Plan Area. For each of these Planning Districts, Section 2 then defines allowable development in terms of parameters including: Permitted and Specially Permitted land uses, location of land uses, maximum allowable commercial square footage, the maximum number of dwelling units for the Project as a whole, and the allowable range of dwelling units and allowable uses within each Planning District.

2.2 LAND USE CONCEPT

2.2.1 Summary

The RiverPark Project provides a complete and balanced mix of residential, commercial, entertainment and open space uses serving a broad range of local and regional users. Exhibit 2.A, the Illustrative Site Plan, shows a plan view of RiverPark in accordance with the standards of the Specific Plan.

2.2.2 Land Use Concept

2.2.2.1 The Residential Community

Number of Units: Up to **4,068** residential units will be permitted by the Specific Plan. These units will serve the City of Oxnard and the region as a significant new housing resource for people with a broad range of incomes and lifestyles.

Permitted Residential Land Uses: Three categories of permitted residential land uses are defined in the Land Use Plan, Permitted Uses, Exhibit 2.B:

- ❑ Residential: Low-Medium (densities between 8 and 12 dwelling units per gross acre).

- ❑ Residential: Medium (densities between 12 and 18 dwelling units per gross acre).
- ❑ Residential: High (densities between 18 and 30 dwelling units per gross acre).
- ❑ **Residential: Very High (densities between 30 and 80 dwelling units per gross acre).**

The term "gross acre" is defined in Section 8.

Location of Residential Densities: Single-family detached homes in the northern portion of RiverPark (RiverPark "B") transition to multi-unit housing with the greatest density adjacent to the Regional Commercial uses in the southern portion of the Project, RiverPark "A."

Residential Product Types: Within each residential land use category, **seven** product types ranging from single-family detached to multi-family will be allowed, in order to provide a full range of housing opportunities within RiverPark.

Residential Live/Work Units: Optional live/work units are allowed in certain residential product types, permitting small ground floor retail uses or optional live/work units. See Section 4, the Residential Master Plan, for specific requirements. Also refer to the vertical mixed-use Product Type 5-R described in Section 4, which permits residential uses above the ground levels of certain commercial structures.

Residential Neighborhoods: The residential neighborhoods are designed to be walkable, interconnected, mixed-use and transit-supportive.

2.2.2.2 Commercial Uses

Permitted Commercial Land Uses: The Project will incorporate almost 2.2 million square feet of regional and neighborhood-oriented commercial facilities. The four Specific Plan commercial land uses are defined by the Land Use Plan, Permitted Uses, Exhibit 2.B:

- ❑ Commercial: Regional

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012
Modified in
SPA 2012



prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

RIVERPARK LAND USE PLAN:
PERMITTED USES
Land Use Plan Date: August 2020

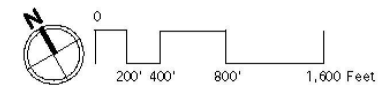
Legend

Planning Districts

- A Mixed Use/Office District
- B West Peripheral Commercial District
- C West Corridor Commercial District
- D Town Square Commercial District
- E East Peripheral Commercial District
- F Vineyards Neighborhood District
- G Village Square Neighborhood District
- H RiverPark Crescent Neighborhood District
- I RiverPark Loop Neighborhood District
- J RiverPark Mews Neighborhood District
- K Lakeside Neighborhood District
- L Public Facility District
- M Water Storage/Recharge Basins & Storm Water Control District

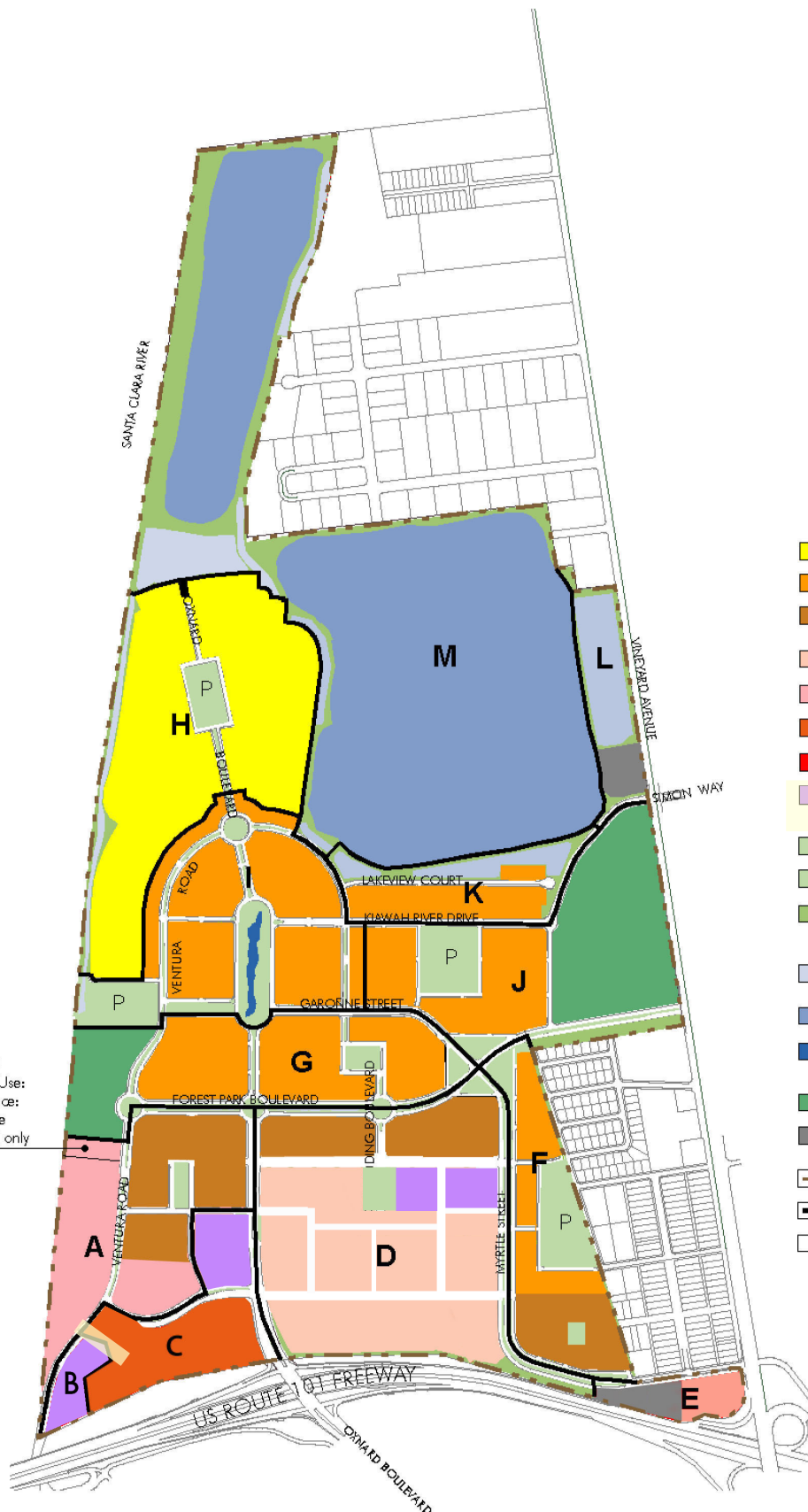
Land Use

- Residential: Low Medium (8-12 DU/gross acre)
- Residential: Medium (12-18 DU/gross acre)
- Residential: High (18-30 DU/gross acre)
- Commercial: Regional
- Commercial: Office
- Commercial: Convention Hotel
- Commercial: Retail/ Office
- Residential: Very High (30-80 DU/gross acre) or Commercial: Regional
- Open Space: Park Space *
- Open Space: Neighborhood Parks
- Open Space: Landscaped Buffer
- Open Space: Miscellaneous: Dry Swales/ Detention Basins
- Open Space: Miscellaneous: Water Storage/ Recharge Basins
- Open Space: Miscellaneous: Water Feature
- Schools/ Community Park
- Public Facilities
- Specific Plan Area
- Planning District Boundary
- Planning District Designation



* Specific location of Open Space to be determined prior to final development of the district

Optional
Permitted Use:
Open Space:
Park Space
this parcel only



LAND USE PLAN: PERMITTED USES

exhibit

2.B

August 27, 2002
update through 3/2012
Modified in
SPA 2015

prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

Legend

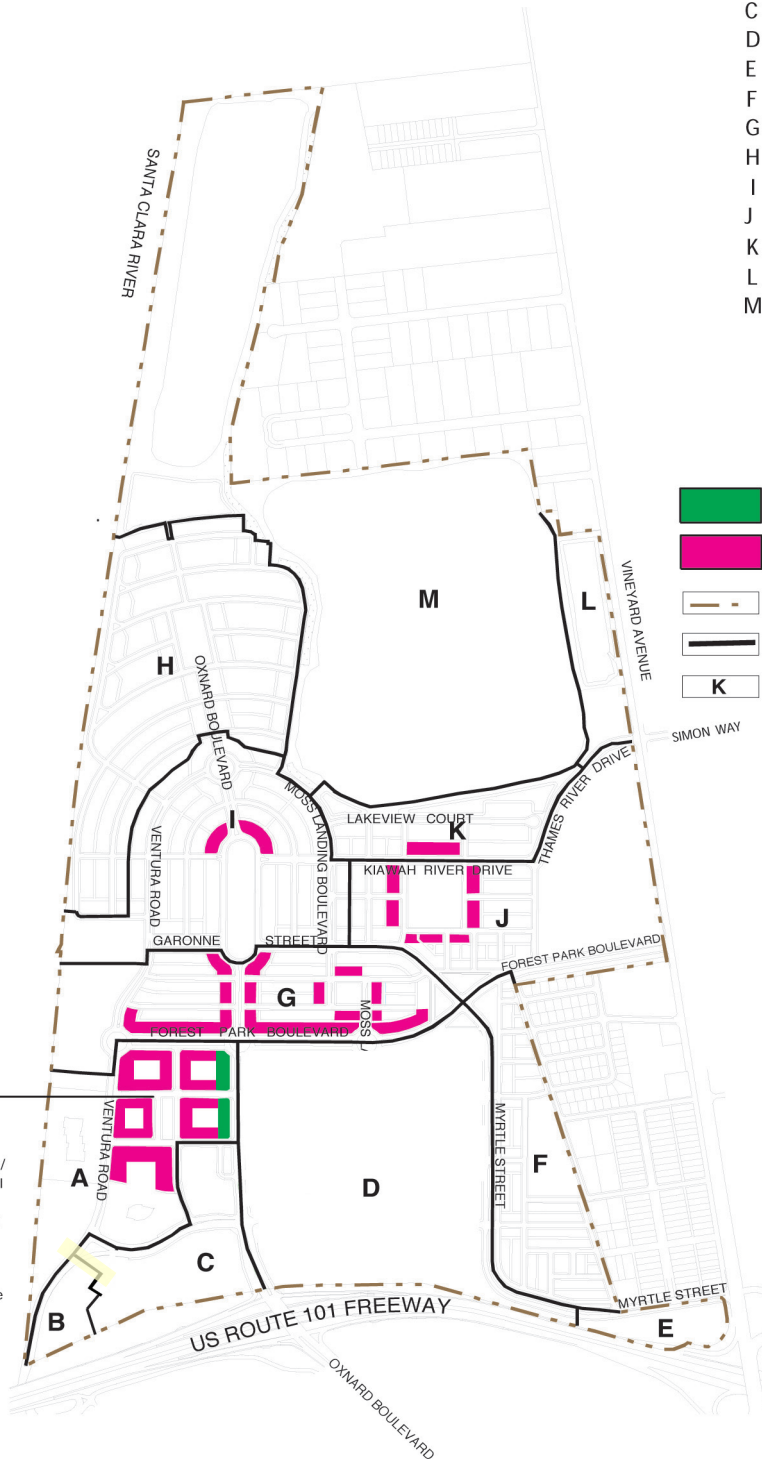
Planning Districts

- A Mixed Use /Office District
- B West Peripheral Commercial District
- C West Corridor Commercial District
- D Town Square Commercial District
- E East Peripheral Commercial District
- F Vineyards Neighborhood District
- G Village Square Neighborhood District
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- J RiverPark Mews Neighborhood District
- K Lakeside Neighborhood District
- L Public Facility District
- M Water Storage/Recharge Basins & Storm Water Control District

Unit Designations

- Vertical Mixed Use only
- Live/Work or Vertical Mixed Use
- Specific Plan Area
- Planning District Boundary
- K Planning District Designation

Notes:
Development Option "A" illustrated. Live/Work or Vertical Mixed Use permitted in all residential locations of Development Option "B". See sub. section 2.5.2.1



LAND USE PLAN: PERMITTED VERTICAL MIXED USE AND LIVE/WORK USES

August 27, 2002 Land Use Plan Date: February 14, 2002

prepared for **RiverPark Development, LLC** by **AC Martin Partners** with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS



2.C

RIVERPARK LAND USE PLAN:
SPECIALLY PERMITTED USES
Land Use Plan Date: July 26, 2011

Legend

Planning Districts

- A Mixed Use District
- B West Peripheral Commercial District
- C West Corridor Commercial District
- D Town Square Commercial District
- E East Peripheral Commercial District
- F Vineyards Neighborhood District
- G Village Square Neighborhood District
- H RiverPark Crescent Neighborhood District
- I RiverPark Loop Neighborhood District
- J RiverPark Mews Neighborhood District
- K Lakeside Neighborhood District
- L Public Facility District
- M Water Storage/Recharge Basins & Storm Water Control District

Land Use

Residential: Medium (12-18 DU/gross acre)

Specific Plan Area

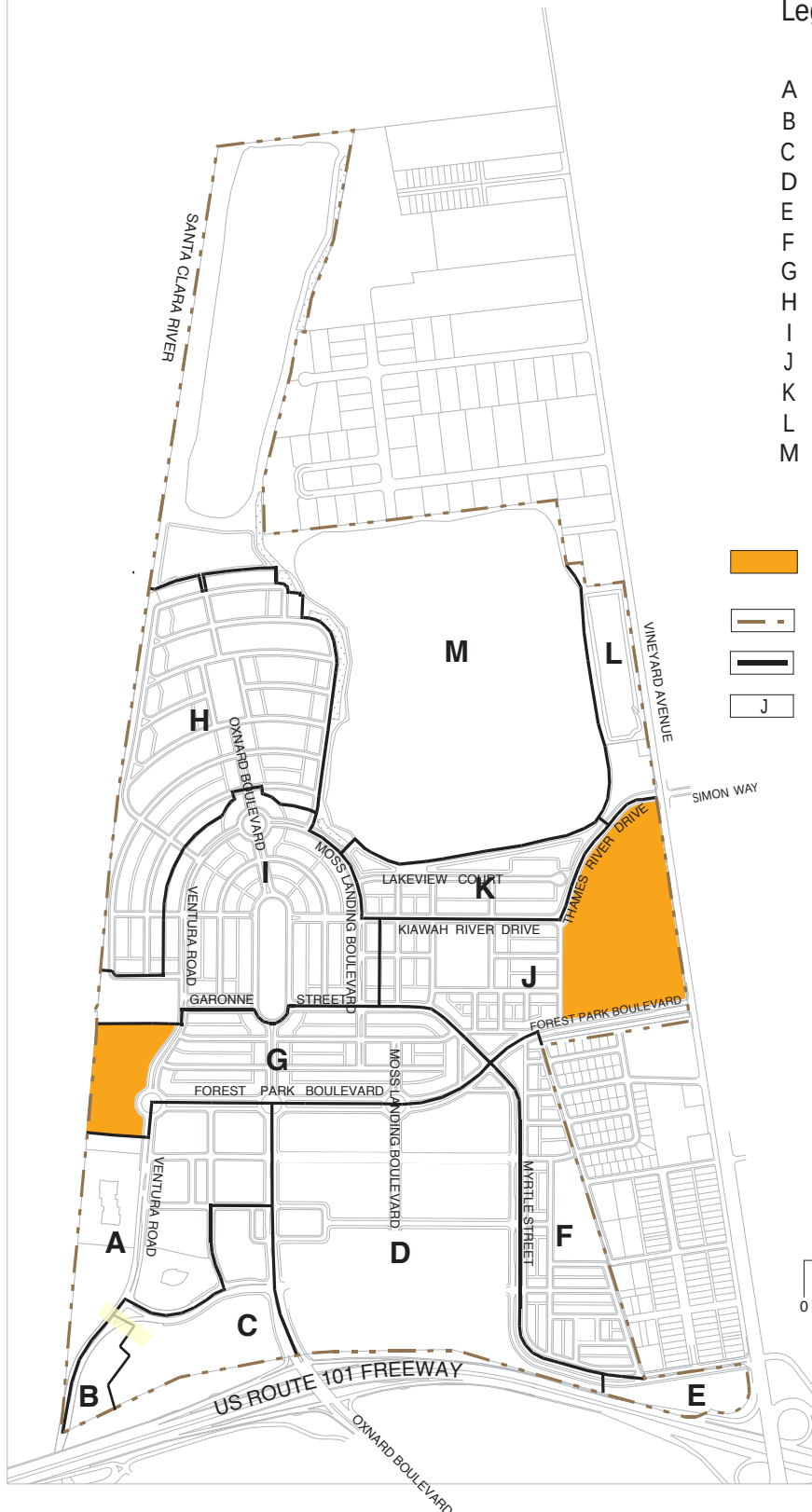
Planning District Boundary

J Planning District Designation

Notes:

Planning District G & J : Residential: Medium use for an area designated on the Land Use Plan: Permitted Uses for Schools/Community Park in Planning Districts G & J can only be applied for after the Rio School District submits a letter indicating that it does not want to purchase or utilize the land.

Civic Assembly uses are considered Specially Permitted Uses which may be located within any of the Planning Districts except Planning District M.



Land Use Plan Date:
February 14, 2002
update through 3/2012

SPAI 2010

LAND USE PLAN: SPECIALLY PERMITTED USES

prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

RIVERPARK
exhibit

2.D

LEGEND

Planning Districts

A	Mixed Use/Office District
B	West Peripheral Commercial District
C	West Corridor Commercial District
D	Town Square Commercial District
E	East Peripheral Commercial District
F	Vineyards Neighborhood District
G	Village Square Neighborhood District
H	RiverPark Crescent Neighborhood District
I	RiverPark Loop Neighborhood District
J	RiverPark Mews Neighborhood District
K	Lakeside Neighborhood District
L	Public Facility District
M	Water Storage/Recharge Basins & Storm Water Control District



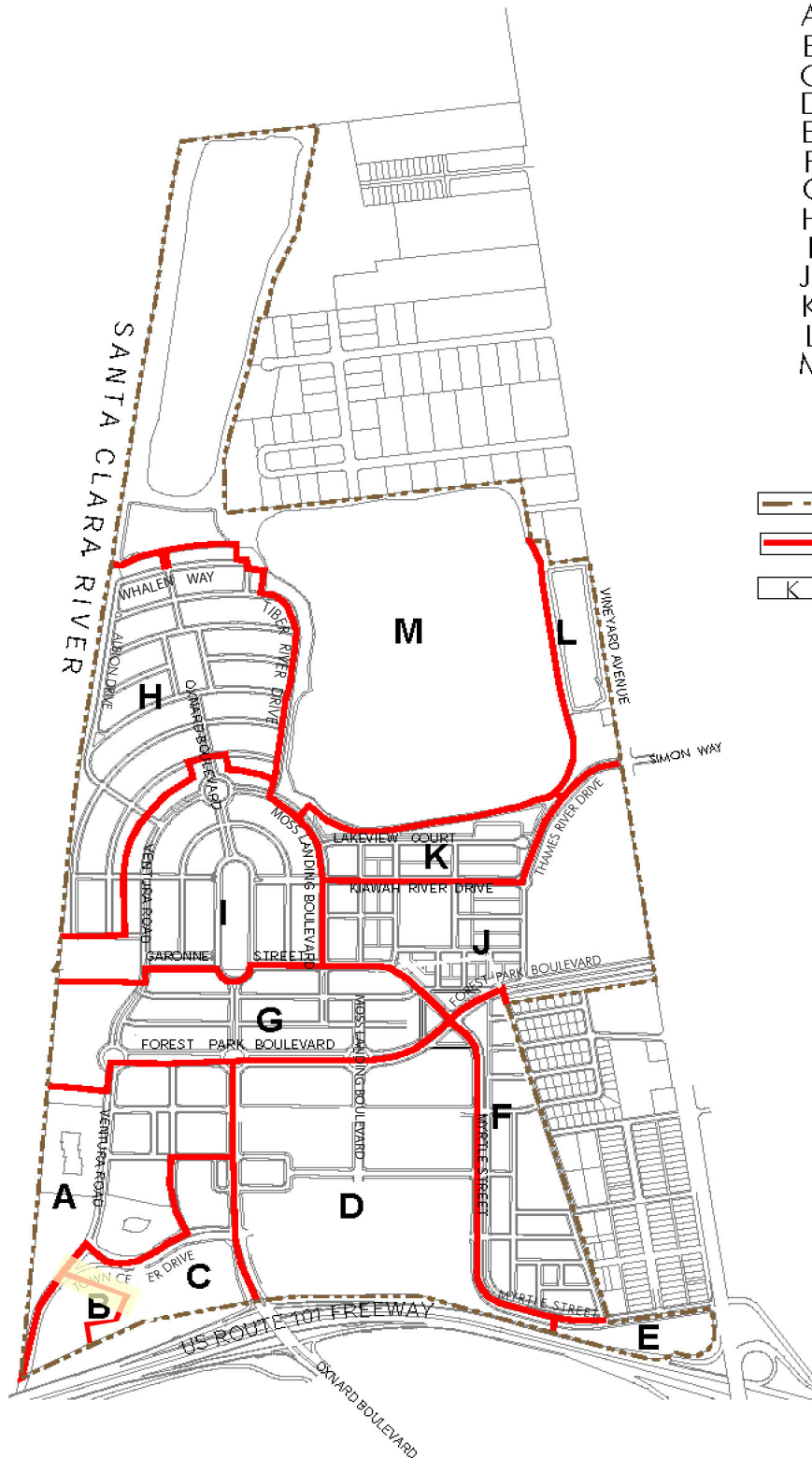
Specific Plan Area



Planning District Boundary



Planning District Designation



PLANNING DISTRICT DESIGNATION

August 27, 2002

update through 3/2012 prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

Planning District	Land Use	Gross Acreage ¹	Max Commercial KSF Allowable for Each Planning District	Allowable Dwelling Unit Range For Each Planning District ⁷
A	Mixed Use/Office District			
	MIXED USE RESIDENTIAL: HIGH ³	21.1	0	317-440
	COMMERCIAL: OFFICE Parcels with existing office Remaining parcels designated Commercial: Office	15.4 9.3 1.3	115 341 0	
COMMERCIAL: OFFICE/ opt. OPEN SPACE: PARK SPACE OPEN SPACE: MISCELLANEOUS: DRY SWALES / DETENTION BASINS Subtotals Planning District A ¹⁰				
B	West Peripheral Commercial District			
	option: COMMERCIAL: REGIONAL ¹¹ option: RESIDENTIAL: VERY HIGH ^{11,12}	5.5	104	300-333 300-333
	Subtotals Planning District B			
C	West Corridor Commercial District			
	COMMERCIAL: REGIONAL ⁹	24	120	
	option: COMMERCIAL: REGIONAL ¹¹ option: RESIDENTIAL: VERY HIGH ^{11,12}		200	250-280
D	Town Square Commercial District			
	COMMERCIAL: REGIONAL (Retail/Entertainment) VERTICAL MIXED USE OVERLAY option: COMMERCIAL: REGIONAL ¹¹ option: RESIDENTIAL: VERY HIGH ^{11,12}	68.2	812 137	0 380-412
	OPEN SPACE: PARK SPACE RESIDENTIAL: HIGH ³ OPEN SPACE: PARK SPACE MISCELLANEOUS: DRY SWALES/ DETENTION BASINS OPEN SPACE: LANDSCAPE BUFFER Subtotals Planning District C	0.6 15.0 3.5 0.8 0.9 88.4	NA NA NA NA NA 949	250-280 600-924
E	East Peripheral Commercial District			
	COMMERCIAL: REGIONAL PUBLIC FACILITIES	7.5 1.4	110 NA	
	Subtotals Planning District E			
F	Vineyards Neighborhood District			
	RESIDENTIAL: HIGH ³	12.3	NA	140-310
	RESIDENTIAL: MEDIUM ³ OPEN SPACE: PARK SPACE OPEN SPACE: NEIGHBORHOOD PARK OPEN SPACE: LANDSCAPE BUFFER Subtotals Planning District F	15.5 2.1 7.4 0.6 37.9	0 ⁸ NA NA NA 0	150-172 290-482
G	Village Square Neighborhood District			
	RESIDENTIAL: MEDIUM ³ OPEN SPACE: PARK SPACE MISCELLANEOUS: DRY SWALES/ DETENTION BASINS SCHOOLS / COMMUNITY PARK ^{2,4,5} Subtotals Planning District G	37.6 2.8 1.2 11.4 53.0	0 ⁸ NA NA NA 0	325-425 325-425
H	RiverPark Crescent Neighborhood District			
	RESIDENTIAL: LOW MEDIUM OPEN SPACE: NEIGHBORHOOD PARKS Subtotals Planning District H	80.6 3.3 83.9	NA NA 0	450-492 450-492
I	RiverPark Loop Neighborhood District			
	RESIDENTIAL: MEDIUM ³ OPEN SPACE: PARK SPACE OPEN SPACE: NEIGHBORHOOD PARKS OPEN SPACE: MISCELLANEOUS: WATER FEATURE	43.0 6.6 5.8 1.4	0 ⁸ NA NA NA	375-510 375-510
	Subtotals Planning District I			
J	RiverPark Mews Neighborhood District			
	RESIDENTIAL: MEDIUM ³ OPEN SPACE: PARK SPACE OPEN SPACE: NEIGHBORHOOD PARKS OPEN SPACE: LANDSCAPE BUFFER SCHOOLS / COMMUNITY PARK ^{2,4,5} Subtotals Planning District J	21.0 1.4 6.1 2.5 30.4 61.4	0 ⁸ NA NA NA NA 0	220-310 220-310
K	Lakeside Neighborhood District			
	RESIDENTIAL: MEDIUM ³ OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS Subtotals Planning District K	10.5 8.0 18.5	0 ⁸ NA 0	70-98 70-98
L	Public Facility District			
	PUBLIC FACILITIES OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS Subtotals Planning District L	2.5 11.1 13.6	NA NA 0	NA NA
M	Water Storage / Recharge Basins and Storm Water Control District			
	OPEN SPACE: MISCELLANEOUS: WATER STORAGE / RECHARGE BASINS OPEN SPACE: MISCELLANEOUS: DRY SWALES/ DETENTION BASINS OPEN SPACE: LANDSCAPE BUFFER Subtotals Planning District M	168.6 19.3 14.0 201.9	NA NA NA 0	NA NA
	TOTALS FOR SPECIFIC PLAN AREA			

Total acreage within Specific Plan Area: 701.9 acres
Maximum dwelling units allowed within Specific Plan Area: 4,068 du
Maximum commercial KSF allowed within Specific Plan Area: 2,089 ksf

¹ Gross acreage is measured to centerline of bounding streets and / or to the Project Boundary
² Net school site area in Planning District J = 27.3 acres. Net school site area in Planning District G = 10.0 Acres
³ Vertical Mixed Uses and / or Live/Work units are permitted in portions of this District as defined in Specific Plan Sections 2, 3, 4 and Exhibit 2.C
⁴ Specially Permitted Uses are allowed in portions of this area as defined in Specific Plan Section2 (Land Use)
⁵ Specially Permitted Land Uses for sites designated for Schools/Community Park land use can only be applied for after the Rio School District submits a letter indicating that it does not want to purchase or utilize the land.
⁶ Allocation of residential units among Planning Districts is subject to ongoing monitoring by the Master Developer. Total dwelling units cannot exceed 4,068 units
⁷ Density range provides flexibility in allocating residential units within and between Planning Districts. Lower range is a suggested minimum. Upper end of range is regulated through monitoring by Master Developer per note 6 to assure that the total dwelling units within RiverPark does not exceed 4,068
⁸ Ground Level Commercial and/or Live/Work use
⁹ Refer to Specific Plan Sections 2, 3, and 4 for detailed descriptions of Permitted and Specially Permitted land uses and development standards. This Land Use Summary (Exhibit 2.J) and Exhibits 2.B and 2.C indicate Permitted (by right) uses only. See Section 2 and Exhibit 2.D for Specially Permitted Uses.
¹⁰ Hotel number of rooms is 320 total with corresponding 272k sf, decreased per SPA to 158k sf
¹¹ Subtotals reflect Development Option A, chosen per page 4.5 of the Specific Plan
¹² Commercial or residential development is allowed as options, but not both. Residential development is also regulated by 7:10.4
¹³ Suggested maximums per District. Can be exceeded by up to 15% (per 7.5.3) in Districts B,C,D as long as total units do not exceed 1025 in those Districts

2.5.2.1 PLANNING DISTRICT **A**: Mixed-Use/Office District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
MIXED-USE			
Development Option A: All Residential (option chosen)			
RESIDENTIAL: HIGH	21.1	0	317-440
Development Option B: Commercial/Residential (NA)			
COMMERCIAL: OFFICE	14.4	NA	na
RESIDENTIAL: HIGH	6.7	NA	NA
COMMERCIAL: OFFICE			
Parcels with Existing Offices	15.4	115	na
Remaining Parcels Designated Commercial	9.3	341	na
COMMERCIAL: OFFICE OR OPEN SPACE: PARK SPACE	1.3	0	na
OPEN SPACE: MISCELLANEOUS	0.4	na	na
Dry Swales/Detention Basins			
Planning District A Totals Opt. A	47.5 acres	456 KSF	317-440 units
Planning District A Totals Opt. B	47.5 acres	NA KSF	100-150 units

Note:

* See following "Allowed Uses" table for Specially Permitted uses.

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for **RiverPark Development, LLC** by **AC Martin Partners** with
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2.5.2.1 PLANNING DISTRICT **A**: Mixed-Use/Office District**ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE***

<i>Permitted Land Use</i>	<i>Allowed Use</i>
COMMERCIAL: OFFICE	Professional and administrative offices, including medical, dental, attorneys, engineers, architects, insurance, real estate and other offices not engaged in merchandizing of goods or products.
	Laboratories when incidental to medical, dental and similar uses.
	Banks; savings and loan associations and other financial institutions.
	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies. These uses are intended to principally serve the building occupants.
	Pharmacies primarily engaged in the merchandizing of pharmaceuticals and medical supplies.
	On-sale and off-sale alcohol*
	Similar uses as determined acceptable by the Director of the Development Services Department of the City of Oxnard.
RESIDENTIAL: HIGH**	Multi-family units
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins

Notes:

* Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol use are allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

** Vertical Mixed-Use Overlay: Refer to Section 4.

2.5.2.2 PLANNING DISTRICT **B**: West Peripheral Commercial District

Location: Planning District B lies in the southwest corner of the RiverPark Project site. It is bordered by the Ventura Freeway to the south and the Santa Clara River levee to the west. It is adjacent to Planning District A (Mixed-Use/Office District) and Planning District C (West Corridor Commercial District). The 5.5-acre District is easily accessed from the Ventura Freeway due to the reconstruction of the Santa Clara River bridge crossing including an improved off-ramp and a widened tunnel under the US Route 101 Freeway. Oxnard Boulevard, Ventura Road and Town Center Drive provide surface street access to the Planning District. A landscaped buffer and Caltrans detention basin (not within the Specific Plan Area) separate the buildable sites from the freeway. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: This Planning District permits **Residential: Very High** and Commercial: Regional land use. The Specific Plan accommodates up to **333 residential units or as an alternate, if the residential units are not constructed**, 104,000 square feet of retail uses including offices, retail uses and food service facilities. **Residential buildings up to six stories or** commercial buildings up to two stories may be constructed, with retail and office uses. The allowable uses will benefit the most from their proximity to the freeway.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: No

Optional Live/Work Units: No

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District B:

- ☐ Section 3: Commercial Master Plan
- ☐ **Section 4: Residential Master Plan**
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.2 PLANNING DISTRICT **B**: West Peripheral Commercial District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
alternate: RESIDENTIAL: VERY HIGH ***			300-333
alternate: COMMERCIAL: REGIONAL ***	5.5	104	
<i>Planning District B Totals</i>	5.5 acres	104** KSF	300-333 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: VERY HIGH	Multifamily Residential
COMMERCIAL: REGIONAL	Freestanding restaurants; restaurants involving any drive-in or drive-through facilities.
	On-sale and off-sale alcohol*
	Banks; savings and loan associations and other financial institutions.
	Pharmacies primarily engaged in the merchandizing of pharmaceuticals and medical supplies.
	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies.
	Office uses.
	Similar uses as determined acceptable by Director of the Development Services Department of the City of Oxnard.

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.
- ** Maximum square footage figures based on surface parking only. No parking structures are assumed.
- *** Development can be either residential OR commercial but not both.

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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2.5.2.3 PLANNING DISTRICT C: West Corridor Commercial District

Location: Planning District C is a 24.6-acre site located near the southwestern corner of RiverPark. It is accessed from Oxnard Boulevard to the east and the Ventura Freeway to the south. Occupying a key public location, it is adjacent to Planning District A (Mixed-Use/Office District), Planning District B (West Peripheral Commercial District), and Planning District D (Town Square Commercial District). For the boundaries and location of the Planning District, refer to Exhibit 2.B, Land Use Plan: Permitted Uses and Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are **Residential: Very High** and Commercial: Regional, Commercial: Hotel and Open Space: Park Space. The RiverPark Specific Plan allows up to **120,000** square feet of retail uses including offices, retail uses and food service facilities. The Hotel can be up to **158,000** square feet. **In addition, up to 280 residential units are allowed, or as an alternate, 200,000 square feet of retail commercial uses are allowed if the residential units are not constructed, for a total of 478,000 s.f. of allowable commercial development within the District.** Buildings up to **six** stories may be constructed, with **residential** retail, office and hotel uses. The allowable uses will benefit the most from their proximity to the freeway.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: No

Optional Live/Work Units: No

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District C:

- ☐ Section 3: Commercial District Master Plan
- ☐ **Section 4: Residential Master Plan**
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Specific Plan Implementation

2.5.2.3 PLANNING DISTRICT C: West Corridor Commercial District

LAND USE SUMMARY*

Permitted Land Use	Gross Acreage	Max KSF Allowable	Allowed DU Range
alternate: RESIDENTIAL: VERY HIGH **	24		250-280
alternate: COMMERCIAL: REGIONAL **		200	
COMMERCIAL: REGIONAL		120	
COMMERCIAL: HOTEL		158	
OPEN SPACE: GREEN SPACE	0.6		
Planning District C Totals	24.6 acres	478	250-280 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

Permitted Land Use	Allowed Use
RESIDENTIAL: VERY HIGH	Multifamily Residential
COMMERCIAL: REGIONAL	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies, intended to serve principally the building occupants. Banks; savings and loan associations and other financial institutions. Office Uses On-sale and off-sale alcohol* Similar uses as determined acceptable by Director of the Development Services Department of the City of Oxnard.
COMMERCIAL: HOTEL	Retail uses such as restaurants, coffee shops, gift shops and services such as barber shops, health centers and clubs and travel and ticket agencies. Banks; savings and loan associations and other financial institutions. Hotel Convention facilities including meeting and conference rooms, food service, foyers. On-sale and off-sale alcohol* Similar uses as determined acceptable by Director of the
OPEN SPACE: PARK SPACE	

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

** Alternate development is residential or commercial but not both

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District

Location: The 88.4-acre Planning District D is bordered by Forest Park Boulevard to the north, the Ventura Freeway to the south, Myrtle Street to the east and Oxnard Boulevard to the west. The adjacent Planning Districts are: Planning District A (Mixed-Use/Office District), Planning District C (West Corridor Commercial District), Planning District F (Vineyards Neighborhood District) and Planning District G (Village Square Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are: Commercial: Regional, Vertical Mixed-Use Overlay, Residential: High, **Residential: Very High**, Open Space: Green Space, Open Space: Miscellaneous: Dry Swales/Detention Basins, and Open Space: Landscaped Buffer. This Planning District has two major components: the Retail Center and a Residential **Area**.

Retail Center: The Retail Center is planned around a Town Square, whose boundaries are defined by two major anchor retail centers and smaller retail and food establishments. Uses will include lifestyle retail, service retail, entertainment and restaurant facilities. The Retail Center extends northward to Forest Park Boulevard through ground floor retail in the residential area of this Planning District.

The central open space in District D, the “Town Square”, is similar in scale and character to that of traditional town plazas. On the east side of Oxnard Boulevard will be a dedicated drop-off area for local and tour buses, queuing, tourist information and a newsstand. Pedestrian and vehicular connections will lead directly to the retail and entertainment area beyond.

A public library storefront, police substation and post office are permitted uses within the Commercial District, **as are up to 400 optional live/work dwelling units located above the commercial structures.**

Residential Area: A 15.0 acre **Residential: High** residential community of between 220 and 512 high-density units is located on the south side of Forest Park Boulevard. **A Residential: Very High community of up to 412 very high density units is located east of Moss Landing Boulevard directly south of the Residential High area within the District. As an alternate, 137,000 square feet of Commercial: Regional is allowed if the residential units are not constructed, for a total of 949,000 s.f. of commercial development within the District.** These units serve as a transition between the medium density residential units to the north and the commercial facilities to the south.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District D:

- ☐ Section 3: Commercial District Master Plan
- ☐ Section 4: Residential District Master Plan
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan

RIVER PARK SPECIFIC PLAN

April 12, 2005
update through 3/2012
Modified in
SPA 2012



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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
alternate: RESIDENTIAL: VERY HIGH **			380-412
alternate: COMMERCIAL: REGIONAL **		137	
COMMERCIAL: REGIONAL	68.2	812	na
VERTICAL MIXED USE OVERLAY			0
RESIDENTIAL: HIGH	15	0	220-512
OPEN SPACE: GREEN SPACE	3.5	na	na
OPEN SPACE: MISCELLANEOUS	0.8	na	na
Dry Swales / Detention Basins			
OPEN SPACE: LANDSCAPE BUFFER	0.9	na	na
<i>Planning District D Totals</i>	88.4 acres	949 KSF	600-924 units

Notes:

* See following 'Allowed Uses' table for Specially Permitted uses

** Alternate development is residential or commercial but not both

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012
Modified in
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2.5.2.4 PLANNING DISTRICT **D**: Town Square Commercial District**ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE***

<i>Permitted Land Use</i>	<i>Allowed Use</i>																																
RESIDENTIAL: VERY HIGH	Multifamily Residential																																
COMMERCIAL: REGIONAL	Retail stores or businesses not involved with any kind of manufacture, processing or treatment of products other than incidental to the retail business conducted on the premises; and provided that not more than five (5) persons are employed in the manufacture, processing or treatment of products, and that such operations or products are not objectionable due to noise, odor, dust, smoke, vibration, or other similar causes. Acceptable uses include, but are not limited to:																																
	<table> <tr> <td>Antique store</td><td>Music store selling recorded music and/or instruments, including incidental musical</td></tr> <tr> <td>Apparel, clothing and millinery store</td><td>and vocal instruction</td></tr> <tr> <td>Art studio or gallery</td><td>Newsstand</td></tr> <tr> <td>Delicatessens and sandwich shops</td><td>Parking structures</td></tr> <tr> <td>Electronics, television, and radio store, including incidental repair.</td><td>Pet store</td></tr> <tr> <td>Expo Pavilions</td><td>Photographic equipment and sales</td></tr> <tr> <td>Florist</td><td>Police substation</td></tr> <tr> <td>Food and Wine Exposition</td><td>Post Office</td></tr> <tr> <td>Furniture store</td><td>Post offices and mailing services</td></tr> <tr> <td>Gift store</td><td>Public Library</td></tr> <tr> <td>Health centers and clubs</td><td>Restaurants</td></tr> <tr> <td>Hobby shop</td><td>Shoe store</td></tr> <tr> <td>Interior decorating service</td><td>Sporting goods store</td></tr> <tr> <td>Jewelry store</td><td>Stationary and card sales</td></tr> <tr> <td>Luggage store</td><td>Toy store</td></tr> <tr> <td>Office</td><td>Travel and ticket agencies</td></tr> </table>	Antique store	Music store selling recorded music and/or instruments, including incidental musical	Apparel, clothing and millinery store	and vocal instruction	Art studio or gallery	Newsstand	Delicatessens and sandwich shops	Parking structures	Electronics, television, and radio store, including incidental repair.	Pet store	Expo Pavilions	Photographic equipment and sales	Florist	Police substation	Food and Wine Exposition	Post Office	Furniture store	Post offices and mailing services	Gift store	Public Library	Health centers and clubs	Restaurants	Hobby shop	Shoe store	Interior decorating service	Sporting goods store	Jewelry store	Stationary and card sales	Luggage store	Toy store	Office	Travel and ticket agencies
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Jewelry store	Stationary and card sales																																
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Office	Travel and ticket agencies																																
	Similar uses as determined acceptable by the Director of the Development Services Dept. of the City of Oxnard.																																
COMMERCIAL: HOTEL																																	
RESIDENTIAL: HIGH																																	
OPEN SPACE: GREEN SPACE	Town Square																																
OPEN SPACE: MISCELLANEOUS	Dry Swales / Detention Basins																																
OPEN SPACE: MISCELLANEOUS	Landscape Buffer																																

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) and On-Sale and Off-Sale Alcohol is allowed subject to granting of a Specially Permitted Use Permit based on conditions identified in Section 7.

RIVER PARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

controls and implementation information in District E:

- ❑ Section 3: Commercial Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Specific Plan Implementation

2.5.2.6 PLANNING DISTRICT **F**: Vineyards Neighborhood District

Location: The 37.9-acre Planning District F is located in the eastern portion of RiverPark, adjacent to the existing El Rio residential community to the east and Myrtle Street to the west and south. The District is bordered by Planning District D (Town Square Commercial District), Planning District E (East Peripheral Commercial District), Planning District G (Village Square Neighborhood District) and Planning District J (RiverPark Mews Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Existing Development: Planning District F is currently in temporary agricultural production.

Permitted Land Use: The Permitted Land Uses are: Residential: High, Residential: Medium, Residential: Low Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Landscaped Buffer.

The District incorporates a residential community of up to 150-172 medium-density residential units and 140-310 high-density residential units. An approximately 7.4 acre neighborhood park serves both the Vineyards neighborhood and the existing El Rio West neighborhood adjacent to the east. A second small park is located in the southern, high-density housing area of the Planning District. A continuous landscape buffer separates the Vineyards neighborhood from the El Rio neighborhood and traffic to the north on Forest Park Boulevard.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.6 PLANNING DISTRICT **F**: Vineyards Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Max KSF Allowable</i>	<i>Allowed DU Range</i>
RESIDENTIAL: HIGH	12.3	0	140-310
RESIDENTIAL: MEDIUM	15.5	0	150-172
OPEN SPACE: PARK SPACE	2.1	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	7.4	na	na
OPEN SPACE: LANDSCAPED BUFFER	0.6	na	na
Planning District F Totals	37.9 acres	0 KSF	290-482 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: HIGH	Multi-Family Residential
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential
RESIDENTIAL: LOW	Small Lot Single Family
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: MISCELLANEOUS	Landscaped Buffer

Note:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information in District F.

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.7 PLANNING DISTRICT **G**: Village Square Neighborhood District

Location: This 53.0 acre Planning District is located in the north-central portion of RiverPark “A.” The District is bordered by Forest Park Boulevard to the south, Garonne Street to the north and the Santa Clara River levee to the west. The Village Square Neighborhood District is adjacent to Planning District A (Mixed-Use/Office District), Planning District D (Town Square Commercial District), Planning District F (Vineyards Neighborhood District), Planning District I (RiverPark Loop Neighborhood District), and Planning District J (RiverPark Mews Neighborhood District). For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Land Uses are: Residential: High, Residential: Medium, Residential: Low, Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Landscaped Buffer. The major uses are distributed as follows:

- ❑ **Residential Community:** The 37.6-acre central and eastern portions of Planning District G allows a range of 325 to 425 Residential: Medium units clustered in three groupings. The eastern two groupings are each focused on a common green space, the 2.1 acre Village Green. The western residential area is served by Windrow Park. The vertical mixed-use overlay in this area permits live/work units and ground level retail.
- ❑ **Elementary School/Community Park:** A neighborhood elementary school (Exhibit 2.K) is located on the 11.4-acre western portion of Planning District G. The school’s playfields are envisioned as a shared community resource.

Specially Permitted Land Use: High-density housing is permitted with a Special Use Permit on the site designated for School/Community Park use. A condition of City approval to construct high-density housing is the submission of a letter from the Rio School District indicating that it does not want to purchase or utilize the land. See notes on following page and Exhibit 2.D.

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

2.5.2.7 PLANNING DISTRICT **G**: Village Square Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	37.6	0**	325-425
OPEN SPACE: PARK SPACE	2.8	na	na
OPEN SPACE: MISCELLANEOUS	1.2	na	na
Dry Swales/Detention Basins			
SCHOOLS/COMMUNITY PARK	11.4	na	na
Specially Permitted Land Use			
RESIDENTIAL: MEDIUM	(11.4)	na	na
Planning District G Totals	53.0 acres	0 KSF	325-425 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential
RESIDENTIAL: LOW	Small Lot Single Family
OPEN SPACE: PARK SPACE	Parks
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins
	Elementary School
SCHOOLS/COMMUNITY PARK	Community Playfields/Parks
Specially Permitted Land Use	
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential

Note:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District H:

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.9 PLANNING DISTRICT **I**: RiverPark Loop Neighborhood District

Location: The 56.8-acre Planning District I is located in the central portion of the Project in RiverPark “B.” Boundaries include Garonne Street to the south and Moss Landing Boulevard to the East. It is adjacent to Planning District G (Village Square Neighborhood District) to the south, Planning District H (RiverPark Crescent Neighborhood District) to the north, Planning District J (RiverPark Mews Neighborhood District) to the east, Planning District K (Lakeside Neighborhood District) also to the east, and Planning District M (Water Storage/Recharge Basins & Storm Water Control District) to the northeast. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Permitted Uses are: Residential: Medium and Low, Open Space: Park Space, Open Space: Neighborhood Parks, and Open Space: Miscellaneous: Water Feature.

The RiverPark Specific Plan allows a range of from 375 to 510 Residential: Medium and Low Small Lot Single Family units focused on the 6.0-acre Central Park located immediately north of the school site in Planning District G. The 6.4-acre Windrow Neighborhood Park is also a link to the Santa Clara River and its adjacent regional trail.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

2.5.2.9 PLANNING DISTRICT I: RiverPark Loop Neighborhood District

LAND USE SUMMARY*

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	43.0	0**	375-510
RESIDENTIAL: LOW			
OPEN SPACE: PARK SPACE	6.6	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	5.8	na	na
OPEN SPACE: MISCELLANEOUS: WATER FEATURE	1.4	na	na
Planning District I Totals	56.8 acres	0 KSF	375-510 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM & LOW	Townhouse or Cluster Residential & Small Lot Single Family
OPEN SPACE: PARK SPACE	Park
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: MISCELLANEOUS: WATER FEATURE	Water Feature

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

~~** Vertical Mixed-Use Overlay: Refer to Section 4.~~

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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Optional Live/Work Units: Yes. See Exhibit 2.C

Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District I:

- ☐ Section 4: Residential Master Plan
- ☐ Section 5: Landscape Master Plan
- ☐ Section 6: Infrastructure Master Plan
- ☐ Section 7: Implementation

2.5.2.10 PLANNING DISTRICT **J**: RiverPark Mews Neighborhood District

Location: The 61.4-acre Planning District J is located in the central-eastern portion of the Project within RiverPark “B.” The District is bordered by Kiawah River Drive and Thames River Drive to the north, Garonne Street and Forest Park Boulevard to the south, Vineyard Avenue to the east and Moss Landing Boulevard to the west. Adjacent Planning Districts are Planning District F (Vineyards Neighborhood District) and Planning District G (Village Square Neighborhood District) to the south, Planning District I (RiverPark Loop Neighborhood District) to the west, and Planning District K (Lakeside Neighborhood District) to the north. The existing El Rio neighborhood is adjacent to the south. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: The Specific Plan incorporates five Permitted Uses: Residential: Medium and Low, Open Space: Park Space, Open Space: Neighborhood Parks, Open Space: Landscaped Buffer, and Schools/Community Park. The Plan allows a range of from 220 to 310 units of Residential: Medium. The 6.1 acre neighborhood park serves as a neighborhood focus.

This District also provides a site for an elementary and middle school (Exhibit 2.L) as well as sports fields that can be shared between the school(s) and the community.

Specially Permitted Land Use: Residential: Medium and Low use may be provided on the portion of the Planning District designated for School/Community Park use. A condition of granting the Specially Permitted Use Permit is the submission of a letter from the Rio School District indicating that it does not want to purchase or utilize the land. See note on following page and Exhibit 2.D.

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.10 PLANNING DISTRICT **J**: RiverPark Mews Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM and LOW	21.0	0**	220-310
OPEN SPACE: PARK SPACE	1.4	na	na
OPEN SPACE: NEIGHBORHOOD PARKS	6.1	na	na
OPEN SPACE: LANDSCAPED BUFFER	2.5	na	na
SCHOOLS/COMMUNITY PARK	30.4	na	na
Specially Permitted Land Use			
RESIDENTIAL: MEDIUM	(30.4)	na	na
<i>Planning District J Totals</i>	61.4 acres	0 KSF	220-310 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM and LOW	Townhouse or Cluster Residential, Single Family
OPEN SPACE: PARK SPACE	Parks
OPEN SPACE: NEIGHBORHOOD PARKS	Neighborhood Park
OPEN SPACE: LANDSCAPED BUFFER	Landscaped Buffer
SCHOOLS/COMMUNITY PARK	Elementary School Secondary School Community Playfields/Parks
Specially Permitted Land Use	
RESIDENTIAL: MEDIUM	Townhouse or Cluster Residential

Notes:

- * Civic Assembly uses(educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

~~** Vertical Mixed-Use Overlay. Refer to Section 4.~~

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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Other Specific Plan Development Controls: Refer to the following sections for additional development controls and implementation information applicable to Planning District J:

- ❑ Section 4: Residential Master Plan
- ❑ Section 5: Landscape Master Plan
- ❑ Section 6: Infrastructure Master Plan
- ❑ Section 7: Implementation

2.5.2.11 PLANNING DISTRICT **K**: Lakeside Neighborhood District

Location: Planning District K comprises 18.5 acres in the central-eastern portion of RiverPark. The District is bordered by Kiawah River Drive to the south and the Brigham-Vickers Water Storage/Recharge Basin to the north, Thames River Drive to the east and Moss Landing Boulevard to the west. The District is surrounded by Planning District I (RiverPark Loop Neighborhood District), Planning District J (RiverPark Mews Neighborhood District), Planning District L (Public Facility District) and Planning District M (Water Storage/Recharge Basins & Storm Water Control District) to the north. For the boundaries and location of the Planning District, refer to Exhibit 2.I.

Permitted Land Use: A range of from 70-98 units of Residential: Medium is permitted. The other use is are 8.0 acres of Open Space: Miscellaneous: Dry Swales/Detention Basins and portions of jogging trails.

Specially Permitted Land Use: Yes

Vertical Mixed-Use Overlay: Yes. See Exhibit 2.C

Optional Live/Work Units: Yes. See Exhibit 2.C

2.5.2.11 PLANNING DISTRICT **K**: Lakeside Neighborhood District**LAND USE SUMMARY***

<i>Permitted Land Use</i>	<i>Gross Acreage</i>	<i>Maximum Allowable KSF</i>	<i>Allowed DU Range</i>
RESIDENTIAL: MEDIUM	10.5	0**	70-98
OPEN SPACE: MISCELLANEOUS			
Dry Swales/Detention Basins	8.0	na	na
Planning District K Totals	18.5 acres	0 KSF	70-98 units

ALLOWED USES FOR EACH PERMITTED & SPECIALLY PERMITTED LAND USE*

<i>Permitted Land Use</i>	<i>Allowed Use</i>
RESIDENTIAL: MEDIUM	Single-Family Residential
OPEN SPACE: MISCELLANEOUS	
Dry Swales/Detention Basins	Dry Swales/Detention Basins

Notes:

- * Civic Assembly use (educational, cultural, social, human services, civic assembly, not-for-profit organizations, governmental) will require a Specially Permitted Use Permit subject to conditions identified in Section 7.

**** Vertical Mixed-Use Overlay: Refer to Section 4.**

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for **RiverPark Development, LLC** by **AC Martin Partners** with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

3.1	INTRODUCTION
3.2	COMMERCIAL DEVELOPMENT CONCEPT
3.3	PROJECT-WIDE STANDARDS
3.4	STANDARDS FOR SPECIFIC PLANNING DISTRICTS
3.5	BUILDING TYPE STANDARDS
3.6	SUB-DISTRICT DESIGN CHARACTER
3.7	SUB-DISTRICT DESIGN ELEMENT STANDARDS
3.8	SIGNAGE AND LIGHTING GUIDELINES

3.1 INTRODUCTION

3.1.1 Purpose

This Master Plan contains standards which apply to all commercial uses built within the RiverPark Specific Plan Area, except for those commercial uses within the residential neighborhoods. These are regulated by the Residential Master Plan, Section 4. Basic land uses are established by Section 2. Any regulatory issues not addressed by this Specific Plan shall be governed by City of Oxnard requirements.

3.1.2 Organization of the Commercial Master Plan

Section 3.2 presents the Commercial Development Concept for Planning Districts A through E. Standards applying to all commercial development are described in Section 3.3; Section 3.4 then presents the standards specific to each Planning District. Standards for each commercial building type are located in Section 3.5. The following Sections, 3.6 and 3.7, present the desired design character and design elements for the primary commercial Sub-Districts. Standards for commercial signage and exterior lighting are located in Section 5.9 and 5.10 respectively.

3.1.3 Location of Commercial Land Use Regulations

Regulations for commercial land uses are located in Section 3 and Section 4.

3.1.3.1 Commercial Uses Regulated by the Commercial Master Plan, Section 3

- Planning District A: This Planning District consists of two areas: 1) an area containing parcels with existing office uses as well as vacant parcels designated for Commercial: Office uses; and 2) a sub-district designated for a mixed-use land use. This area has two development options.

Development Option A (see Section 4) allows all residential uses with ground-floor commercial, while Development Option B (illustrated and discussed in this Section) incorporates an office campus with Commercial: Office uses as well as an area along Forest Park Boulevard with Residential: High uses, regulated by Section 4.

- Planning Districts B and E: Peripheral, highway-oriented **residential**, office and retail.
- Planning District C: **Residential, hotel and office and commercial uses** which complements and is a western extension of the central Commercial District. **If residential uses are proposed, standards from Section 4, 7R Urban Apartments shall apply.**
- Planning District D: A central commercial Planning District serving local and regional markets. This area includes a mixed-use retail center with optional live/work housing and offices as a vertical mixed-use overlay. An area designated for Residential: High is located at the northern boundary of the District along Forest Park Boulevard **and an area for Residential Very High is located directly south of the Residential High.**

3.1.3.2 Commercial Uses Regulated by the Residential Master Plan, Section 4

- Commercial and live/work uses within RiverPark residential neighborhoods are allowed on the ground floors of certain residential uses. Standards for commercial uses in these planning districts are contained in the Residential Master Plan, Section 4. Locations of these uses are shown by Exhibit 2.C.

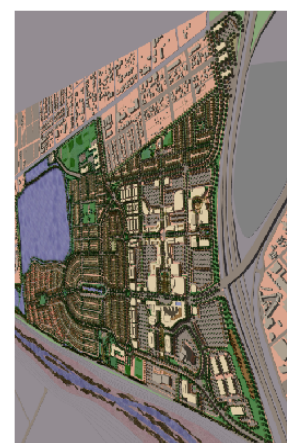
RIVERPARK SPECIFIC PLAN

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VIEW FROM SOUTH



⑦ Roadside Market Pavilion

⑧ Residential

⑨ Town Square

⑩ Office Zone

⑪ Parking Field

⑫ Residential, Office or Retail

Commercial District Boundary

Mixed Use Area

Legend

① Mixed-Use Development Option B:
Commercial/Residential
see Section 4 for Development Option A

② Hotel

③ Retail/Entertainment/Restaurants

④ Neighborhood Commercial

⑤ Food and Wine Venue/ Farmers' Market

⑥ Retail/Office

COMMERCIAL DISTRICT ILLUSTRATIVE MASTER PLAN



August 27, 2002

Modified in
SPA 2015

prepared for RiverPark Development, LLC by AC Martin Partners with

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and trails, street striping, and “eyes on the street” provided by the compact residential and commercial development.

- ❑ **Parking:** The parking standards defined by this Specific Plan for each use shall be met by attractive, convenient, well landscaped and lighted, and safe parking areas. Three parking strategies shall be used in the commercial areas of RiverPark: shared parking fields, dedicated parking lots, and dedicated residential parking in Planning Districts A and D. See Section 6 for the Parking Master Plan.
- ❑ **Parking Structures:** Where parking structures are provided:
 - Parking structures should be sited to avoid obstructing the public view and casting shadows on ground-floor pedestrian-oriented uses.
 - The maximum allowable height for above-grade parking structure shall be limited to forty-five (45) feet to the top floor level, measured from grade. **Parking structures wrapped by buildings on at least 3 sides maximum height shall be 7 stories or ninety (90) feet.**
 - Vehicle access should not be located along pedestrian-oriented frontages. Wherever possible, access should be via service roads, alleys, and street frontages that do not contain pedestrian-oriented uses.
 - Where possible, the ground level of parking structures along public streets and paseos should include active pedestrian uses, entrances, and arcades. Active pedestrian uses may include, but are not limited to restaurants, ready-to-eat food sales, retail sales and personal services.
 - Consideration should be given to building permitted uses, such as retail and office, directly attached or “laminated” to the parking structure. These are distinguished from incorporating uses on the ground floor of a parking structure. This “laminating” of the parking structure with other uses will help to integrate the parking structure with the

overall development.

- Parking structures which primarily serve a building or group of buildings in a development shall be compatible in architectural design, scale and materials with the architecture of the served building(s).
- Ramps, cars and sources of artificial lighting shall be minimally visible from public ways and open spaces.

- ❑ **Signage and Lighting:** Signage and lighting standards are located in Section 5.
- ❑ **Mechanical Equipment Screening:** All mechanical equipment must be screened from public view using screening devices consistent with the adjacent architectural design.

3.4 STANDARDS FOR SPECIFIC PLANNING DISTRICTS

3.4.1 Standards Exclusive to Planning District A

- ❑ **Allowed Development Options:** Planning District A contains Office: Commercial and an area designated as mixed-use (Exhibit 2.B). Within the mixed-use area, two alternate mix of uses are allowed: Development Option A: All Residential and Development Option B: Commercial/Residential. Both options are illustrated in Section 2. The requirements for Development Option A and the residential product types in Planning District D are included in Section 4. The requirements for Development Option B (see plan in this Section) follow. Note that the parcel and road layout within the mixed-use portion of Planning District A differs according to the development option chosen.
- ❑ **Location of Streets Open Space and Land Uses:** Development Option B requires the location of streets and open space, as well as the distribution of land uses, as shown in the following graphic; Development Option B Commercial Residential.
- ❑ **Residential Land Use and Product Types:** The Permitted residential land use is Residential:

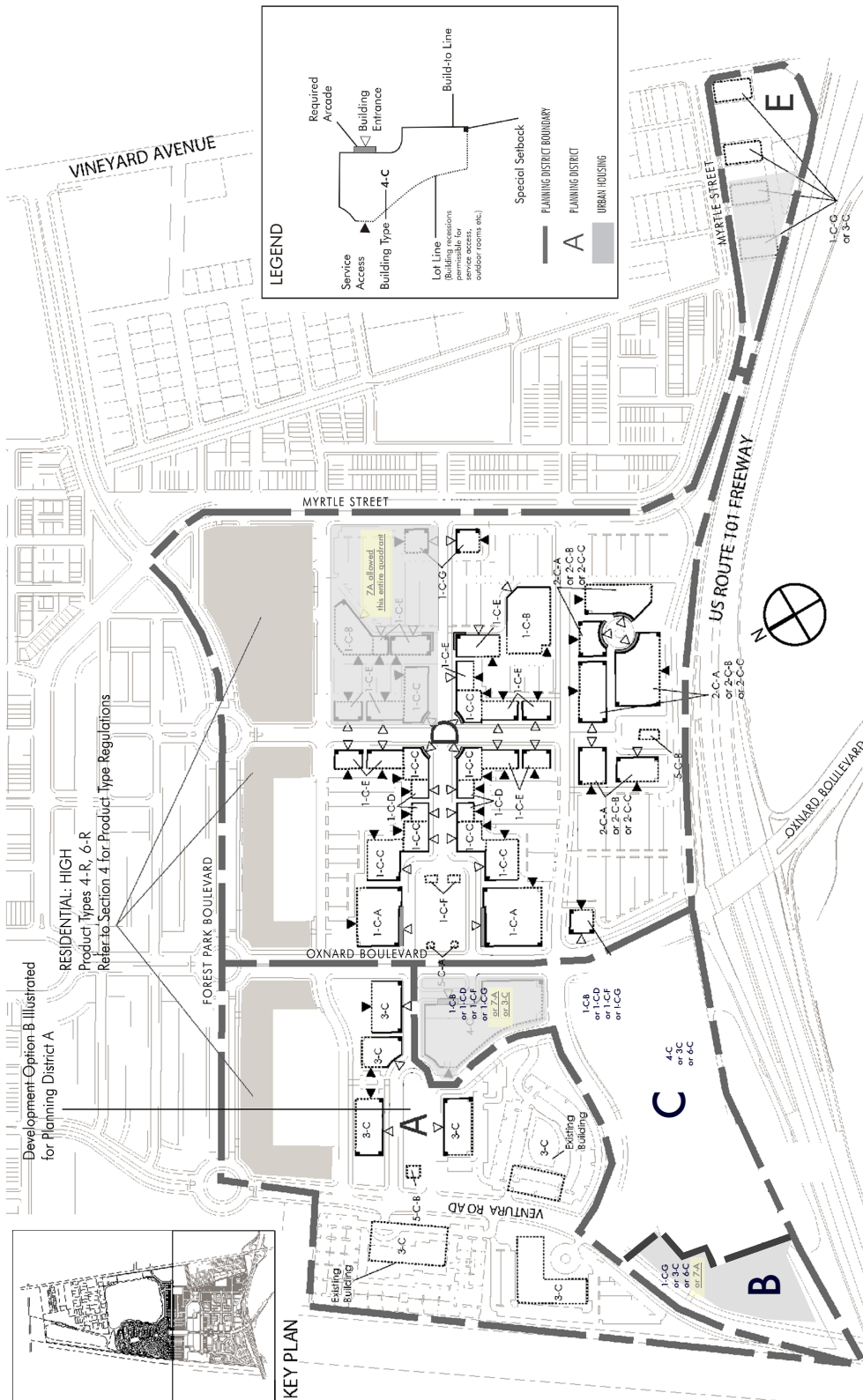
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April 12, 2005



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Type 7-A: Residential - type 7R building type	Type 2-C-C: Food & Wine Pavilion / Office Building	Type 5-C-A: Stand Alone Kiosk
Type 2-C-C: Food & Wine Pavilion / Office Building	Type 3-C: Office Building	Type 5-C-B: Civic Kiosk
Type 3-C: Office Building	Type 4-C: Hotel w/ Ground Floor Retail	Type 6-C: Outparcel Commercial
Type 1-C-A: Large Pad Multi-Story Anchor	Type 1-C-D: In-Line Retail	
Type 1-C-B: Large Pad Retail	Type 1-C-E: In-Line Retail w/ Upper Story Office	
Type 1-C-C: Multi-Story Mini-Anchor	Type 1-C-F: Pad Restaurant / Retail	
	Type 1-C-G: Drive Thru	
	Type 2-C-A: Food & Wine Multi-Story	
	Type 2-C-B: Food & Wine Demo Factory / Outlet Store	

COMMERCIAL REGULATORY PLAN

August 27, 2002
 Modified in
 SPA 2015

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all destinations. They should be narrow to the extent possible, and spatially defined by buildings, trees and lighting, and should discourage high-speed traffic to increase the safety and enjoyment of the pedestrians.

- Whenever possible, the natural terrain, drainage and vegetation should be preserved. Superior examples of existing vegetation should be contained within parks or greenbelts.
- The design of private lots, including the buildings and all related appurtenances, should be well integrated into a memorable neighborhood pattern, reflecting the rich and diverse history of regional building traditions.
- The design features of the fronts of residential structures should relate the house to the street, which is intended as an important space for fostering communication and community. The design and location of stoops and porches as well as the location of living rooms and other more public spaces is particularly important. See the following graphic.

The residential neighborhoods are organized into Planning Districts, each with distinctive centers, edges, open spaces and urban and architectural design characteristics. Any necessary interpretations of the intent of the regulations herein shall be based on the neighborhood planning principles listed above.

The Regulating Plan, or alternate Regulating Plans, for each Planning District define the blocks and lots within which specific Product Types may be constructed. It is through this planning strategy that harmonious streetscapes and unique neighborhood character are ensured.

4.2.3 Location of Residential Uses

Exclusively or primarily residential land uses are located in the six Planning Districts illustrated in Exhibit 2.I:

- Planning District F: Vineyards Neighborhood District.
- Planning District G: Village Square Neighborhood District.
- Planning District H: RiverPark Crescent Neighborhood District.
- Planning District I: RiverPark Loop Neighborhood District.
- Planning District J: RiverPark Mews Neighborhood District.
- Planning District K: Lakeside Neighborhood District.

Housing is also designated as a permitted use in the following Planning Districts:

- Planning District A: Mixed-Use/Office District.
- Planning District D: Town Square Commercial District.
- **Planning District B: West Peripheral Commercial District.**
- **Planning District C: West Corridor Commercial District.**

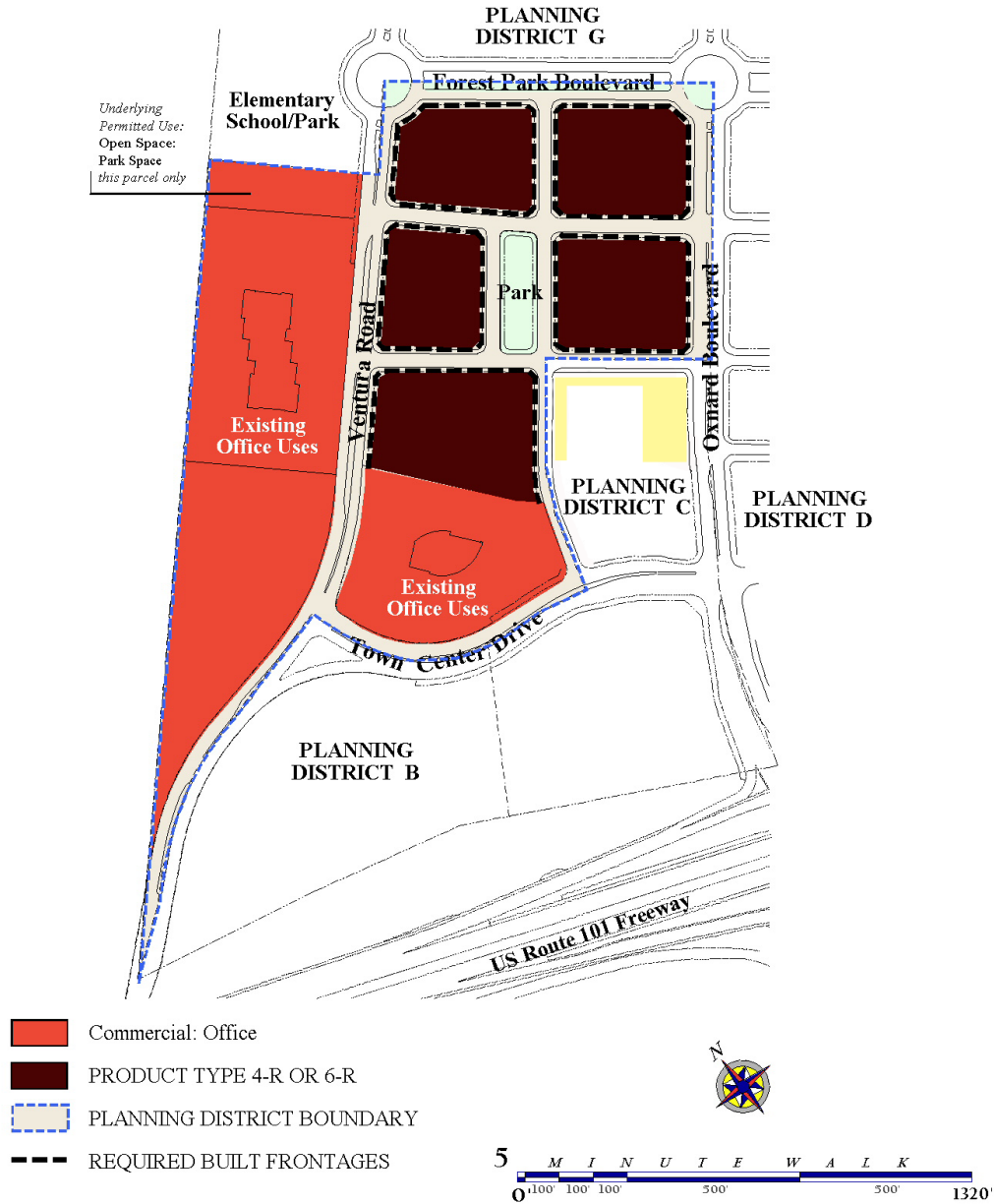
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Note:

See Section 3 for additional land use, development and design standards for Planning District A.

Development option "B" is described in Section 3 of the Specific Plan.

Buildings per the requirements of this section shall front the street along at least 70% of these frontages. Any frontages with parking lots that are visible from the street shall be screened with walls or continuous hedges between 30" and 48" in height (streetwalls) built at the building setback line.

Planning District A: Mixed Use/Office District
Regulating Plan Diagram for Development Option A: All Residential

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April 12, 2005



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7-R Apartments - Urban**Lot Frontage**

Lots front the public street

Lot Area Min. 20,000 s.f.

Lot Width Min. 100'

Building Envelope

Lot Coverage 90% max.,
not including porches and stoops

Building Height
90' maximum

Setbacks

Front Min. 5'

Side Min. 5'

Rear Min. 5'

Permitted Encroachments

Porches: Max. 5'

Eaves: Max 5'

Balconies: Max. 5'

Building Orientation and Use

- Buildings uses shall be in accordance with the Regulating Plan. See Section 2 for land use types.
- **Service Requirements**
- Access to parking shall be from a common drives shared with adjacent lots, or by drives within the lot spaced not more than 250' on center.
- Access to trash collection, dry utility meters and other service functions shall be within the areas designated for parking or within the block and not visible from the street.

Parking and Open Space Requirements

- Each dwelling unit shall be provided with at least 1 on-site parking space. Units with 2 bedrooms shall be provided with 1½ spaces, and units with 3 or more bedrooms shall be provided with 2 spaces. These parking requirements are inclusive of guest parking. For affordable housing, parking will be governed by State Code.
- Surface parking lots that are visible from the street shall be screened by landscaping.
- Parking may be located in in a podium, a wrapped parking structure or subterranean. Distance from an entrance to a parking structure to a residential entrance shall be 300' maximum.
- A Parking Management Plan (PMP) describing parking counts, onsite and curbside parking management and enforcement practices will be required for all apartment projects. The PMP shall be approved by the City Traffic Engineer. The PMP may allow shared parking arrangements with adjacent uses or districts.
- Curbside parking may be used to partially satisfy the requirement for guest parking which cannot be met on site, when and where possible based on the Parking Management Plan.
- Secure mail and parcel delivery provisions shall be included, coordinated with Oxnard Police Department (OPD).
- Long term and short term bicycle storage per the city's Bicycle Master Plan shall be provided to meet residential unit storage requirements.
- Common and private open space combined shall be a minimum of 20% of the area of the lot, and can be yards or courts at grade, roof decks, or individual or common balconies. Balconies, if provided, must be a minimum 6' x 8' in size. All other common exterior open spaces must be a minimum of 15' in width. Location of these spaces should be designed so that all units have reasonable access to some form of open space. Common space alone shall be a minimum of 10% of lot area, and amenities shall be provided, including at least one of the following: Swimming pool, spa, sports court, BBQ and picnic facility, recreation room, or exercise course and stations. Interior common spaces can count toward this requirement if recreational amenities are provided.

RIVER PARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



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another in the commercial district. This parking overview function is realized by implementing a parking management plan for each development project, as described later in this Section.

- ❑ **On-Street Parking:** To facilitate the project as a pedestrian-oriented, mixed-use district, the plan allows a carefully-controlled disposition of on-street parking to meet a limited proportion of the parking requirement. This inclusion of the on-street parking for visitors and customers—both by calculation and by design—is crucial to the success of any mixed-use, pedestrian-oriented district. The hallmark of pedestrian-oriented development is that front doors of businesses and residences face the public street, which cannot function unless visitors and customers are actually using those doors—thus the parking must be on the street. The on-street parking, located in the immediate vicinity of the use the parking serves, is also governed by a project-specific parking management plan.

6.2.5.2 Specific Regulations

❑ Parking Requirements for Mixed-Use Neighborhoods

The mixed-use neighborhoods (Planning Districts A, G, I, J, and K shown in Exhibit 2.C) which surround the commercial core of RiverPark (Planning Sub-Districts B, C and D) utilize off-street parking for residents and a combination of on-street and off-street parking for visitors and customers depending on the specific location and building type used. The parking requirements for these neighborhoods are defined for each permitted building type in Section 4 of this Specific Plan.

For blocks where both commercial and residential uses are proposed by a Builder/Developer, a Parking Master Plan must be prepared. This plan will be evaluated as part of the Design Review Process to assure that the required parking is available and that shared parking is utilized when possible to avoid an oversupply of parking lots. The Development Services Director/ Planning Manager when determining that the availability of visitor and customer parking is likely to change over time, may require that a Parking Management Plan be prepared and implemented for the block(s) in question.

❑ Commercial Area Parking

- Commercial area parking in Planning Districts A through E will fulfill the minimum off-street parking requirements of this Specific Plan and will provide the parking required for a viable and successful commercial center.
- Shared parking will be allowed where appropriate, particularly in the commercial districts (Planning Districts A through E) and the parking areas behind mixed-use residential building types 4-R and 5-R
- The parking requirement may be accommodated by a combination of lot parking, as well as street parking near the business the parking serves, or on another site by way of a shared parking proposal approved initially by the Master Developer and then by the City of Oxnard Development Advisory Committee and the Development Services Director/ Planning Manager.
- **Where residential uses are proposed as alternates within commercial districts, the residential portion of the required parking must be met independently of any shared parking arrangement.**

Exhibit 6.D illustrates a potential parking scenario for the primarily commercial Planning Districts A through E. It should be understood that the parking locations shown by this graphic are potential locations which support only one of many development scenarios which may actually be built. The actual locations will have to be approved on a case-by-case basis, as specific development projects with their accompanying parking management plans are submitted for review.

❑ Parking Management Plan

A Parking Management Plan must be incorporated in the submission for any commercial development in Planning Districts A through E. The plan shall identify a system for managing on- and off-street parking to ensure that it will be available for visitors and customers.

The Parking Management Plan must address the entire block in which a development is located,

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



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is available, and that shared parking is utilized when possible to avoid an oversupply of parking lots. The plan must take into account the change in parking demand over time as development proceeds.

- 2) A system for managing on-street parking to ensure that it will be available for visitors and customers. Management techniques may include time limits or other measures to prevent the on-street parking being used up by residents or employees of businesses, who must park off-street.
- 3) Standards for the location and phasing of parking structures should sufficient at-grade parking not be available in the future.

❑ Parking Space Size

Full size parking spaces shall be a minimum of 9'x 19'. **Parking may overhang per OMC 16-636 (B & C). Parking drive aisles shall be a minimum of 25' wide. Driveway approaches shall be a minimum of 22' wide and a maximum of 31' wide for pedestrian safety.** The Master Developer will work with the City to assure that the distribution of spaces will best serve parking demand.

❑ Commercial Parking Ratios

Off-street parking shall be provided in accordance with City standards. A land use and its required parking shall be located within the same Planning District.

In case of a conflict between any provisions of this Plan and the Oxnard Zoning Ordinance, the provisions of this Plan shall govern. In matters on which this Plan is silent, the Oxnard Zoning Code shall govern. In the case of conflicts between the provisions of this plan and the Uniform Building Code (UBC), the UBC shall govern.

6.2.6 Public Transportation

The RiverPark development is designed to encourage maximum use of public transportation as an alternative and supplement to the use of private automobiles.

The term “public transportation” is used here as a

general term. It refers to the standard services provided by Oxnard’s public bus operator as well as other bus services, local shuttles, taxis, “dial-a-bus,” airport shuttles and other services which operate in the area now and in the future.

Regardless of the specific service or mode, increasing the use of public transportation is an essential element in meeting local and regional planning objectives, addressing air quality concerns, as well as improving the quality of life for all. It is also essential for those individuals who are transit-dependent.

Several features of the Specific Plan encourages the use of public transportation:

- ❑ Ensuring that development will be in the form of complete, mixed-use neighborhoods with an interconnected network of pedestrian-oriented streets, such that the use of transit for travel to, from and within the District is both pleasant and likely.
- ❑ Providing a street network within the community that facilitates the efficient movement of public transportation vehicles throughout the development.
- ❑ Providing direct linkages to key local and regional arteries, namely Oxnard Boulevard and Vineyard Avenue.
- ❑ Providing a road system design that ensures safe and efficient transit stops.

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



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needed to link RiverPark to the City of Oxnard and to support most anticipated residential, commercial and office development within RiverPark Areas “A” and “B.” Work is anticipated to incorporate: a) the remediation program for the mining pits in RiverPark “B” and construction of all water storage/recharge basin and storm water control facilities; b) construction of the Phase One backbone infrastructure including roads and utilities; c) grading of RiverPark “A” to create required drainage and building pads; and d) construction of related landscape improvements including Town Square and entry monuments.

Timely completion of the State Route 1/US Route 101 Freeway interchange by Caltrans is critical to the development of RiverPark “A” and the completion of Phase One. This interchange will connect the existing Oxnard Boulevard north across the Ventura Freeway to RiverPark, as well as provide direct access from the freeway to the main entry to the Project at Oxnard Boulevard.

Phase Two will complete the backbone road and utilities and development pads in Planning District H, thereby completing all infrastructure required of the Master Developer with the exception of roads within Planning District D.

Phase Three is limited to the completion of roads and development pads in Planning District D.

Build-out will be, in part, dependent on providing the transportation system improvements called for in the Circulation Master Plan portion of this document (Section 6.2), the City of Oxnard Circulation Element and the City’s fifteen-year circulation system improvement plan.

7.5.2 Development Options

7.5.2.1 Development in the Mixed-Use Portion of Planning District A

The following requirements apply to development only within the Planning District A mixed-use area:

One of two development options may be exercised:

- 1) *Development Option A: All Residential:* Development will be guided by the regulatory plan and related residential regulations contained in Section 4, Residential Master Plan. The land use

plan for this option is located in Section 2.

- 2) *Development Option B: Commercial/Residential:* The regulatory plan for Development Option B: Commercial/Residential and regulations of commercial building types are contained in Section 3, Commercial Master Plan. Regulations for residential building types used in Development Option B are contained in Section 4, Residential Master Plan. The land use plan for this option is located in Section 2.

Development Options A and B are the only options permitted by the Specific Plan. Other road layouts and/or changes of the indicated uses will require a change in the Specific Plan.

The road and parcel locations differ between the two options. Therefore, first development within the mixed-use area, whether residential or commercial, will determine which of the two Development Options will be utilized for the rest of the mixed-use portion of Planning District A.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option chosen will apply to all future development within the mixed-use area.

7.5.2.2 Development in Planning District B

The following requirements apply to development within Planning District B:

One of two development options may be exercised:

- 1) *Development Option A: All Residential:* Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

- 2) *Development Option B: All Commercial:* The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option

RIVERPARK SPECIFIC PLAN

April 12, 2005



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chosen will apply to all future development within the mixed-use area.

7.5.2.3 Development in the Mixed Use Portion of Planning District C

The following requirements apply to development only within the Mixed Use portion of Planning District C:

One of two development options may be exercised:

1) **Development Option A: All Residential:** Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

2) **Development Option B: All Commercial:** The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

7.5.2.4 Development in the Mixed Use Portion of Planning District D

The following requirements apply to development only within the Mixed Use portion of Planning District D:

One of two development options may be exercised:

1) **Development Option A: All Residential:** Development will be guided by the residential regulations contained on page 4.32. The land use plan for this option is located in Section 2.

2) **Development Option B: All Commercial:** The regulations of commercial building types are contained in Section 3. The land use plan for this option is located in Section 2.

The first Builder/Developer who develops residential or office uses within the mixed-use area will propose to the City which of the two Development Options are implemented, according to Specific Plan requirements. The requirements for the development option chosen will apply to all future development within the mixed-use area.

The residential development options in Districts B, C and D will be subject to the limitations indicated in 7.10.4

Maximum Development Based on Residential Development Options

Residential Options Selected per District (B,C,& D only)	Maximum Residential Units of Options Chosen	Maximum Commercial Development
B, C & D	4,068	1,535,543
B & C	3,656	1,761,623
C & D	3,735	1,718,273
B & D	3,788	1,689,190
B	3,376	1,915,270
C	3,323	1,944,353
D	3,455	1,871,920
No Residential	3,043	2,098,000

7.5.3 Distribution of Dwelling Units and Commercial Among Districts

Each Planning District has a range of allowable dwelling units and maximum commercial development, as shown by Exhibit 2.J the Land Use Summary. The total of the allowable dwelling units per Planning District based on the range exceeds the project-wide maximum of 4,068 dwelling units.

To assure that the project-wide maximums are not exceeded, the Master Developer shall monitor the number of units and commercial square footage built within each Planning District as development proceeds in order to assure that units are not overly concentrated in some districts, that the commercial maximum is not exceeded, and that the total number of units developed does not exceed 4,068.

7.6 FINANCING AND FUNDING

7.6.1 Financing and Funding Principles

The policies described in this section shall govern the funding of facilities and public services for the RiverPark Specific Plan. The principle underlying these policies is that RiverPark should pose no financial burden or obligation on the City of Oxnard or other jurisdictions beyond their meeting State and City requirements related to providing such services as school, fire and public safety.

Accordingly, the Master Developer, in combination with Builder/Developers, will:

Modifications and/or Specially Permitted Uses are made to, and decided by, the Planning Commission.

5b. Final Project Plan: The Builder/Developer prepares construction documents meeting City of Oxnard requirements, while incorporating comments and/or conditions established by the Planning Commission or Development Services Department Director/Planning Manager. The RDAG will review the Final Project Plan to assure that the construction documents incorporate all design comments made to date, and then submit a recommendation to the City.

Phase 6: Building Permit

- ❑ **Plan Check and Building Permit:** The Builder/Developer prepares construction documents meeting all Specific Plan and City of Oxnard requirements and submits the plans and other required material to the Oxnard Building Department for the necessary approvals.

7.9.5 Roadway Approval

All Oxnard roadways, including those governed by the Specific Plan, must be approved by the City prior to their implementation. Discussions have been held with the appropriate agencies (e.g. fire, sanitation, traffic and police) concerning the roadway cross sections shown in this document and these roadways will each accommodate the appropriate functions. Any changes from these sections, or any relocation, other treatment or other uses tributary to these sections, will be considered by the City and additional approvals may be required.

7.9.6 Signage Approval

All submittals to the City shall be consistent with the requirements of the Specific Plan and the Signage and Lighting Guidelines document, including requirements for submission exhibits.

7.9.6.1 Preliminary Review

The Preliminary Signage Plan shall be submitted as part of the submission for Phase 4a of the Project Review and Approval Process, as described in Section 7.14.

7.9.6.2 Final Approval

Signage plans which incorporate the design review comments made at the Preliminary Review stage shall be submitted as part of Phase Five of the Project Permitting Process.

7.10 OTHER ISSUES

7.10.1 Effects of a General Plan Amendment on the Specific Plan

Adoption of amendments to the 2020 General Plan or a General Plan Update by the City will not necessarily require amendment of the Specific Plan. But any subsequent discretionary approval or amendment to the Specific Plan must be consistent with the General Plan, as amended and/or updated, except to the extent that such change in the General Plan deals with matters in which the Developer/Applicant shall possess vested rights under the terms of a Development Agreement entered into between the Developer/Applicant and the City.

7.10.2 Environmental Issues

The City of Oxnard has certified the Project Environmental Impact Report in association with approval of the RiverPark Specific Plan.

Mitigations for all identified impacts are defined by the adopted Mitigation Monitoring Program. All mitigations identified will be implemented as required.

7.10.3 Affordable Housing Guidelines

Within the Specific Plan Area, 140 residential units will be affordable to very low income households. Also, 140 residential units will be affordable to low income households, and 112 residential units will be affordable to moderate income households. In addition, the developer of the residential units within Planning District H shall be required to pay the applicable affordable housing in lieu fee for each residential unit constructed. The above numbers may also be increased by the application of a density bonus pursuant to City Ordinance. Any subsequent development that increases residential units above 3,043 through a Specific Plan Amendment must provide a minimum of 15% of those units as affordable, **split as 5% Very Low Income, 5% Low Income, and 5% Moderate Income.**

7.10.4 Residential Unit Mix within Residential Very High Districts

Within the Residential Very High portions of Districts B, C and D, the number of residential units collectively will be limited to up to 1025 units and by the bedroom unit type. The maximum number of units per bedroom unit types are as follows:

Studio Units	108
One Bedroom Units	504
Two Bedroom Units	363
Three Bedroom Units	50

If a development is proposed that would require an increase in the maximum number of a specific unit type or types, a corresponding decrease in another unit type or types will be required, utilizing a conversion rate of 1.18 persons per bedroom. The Master Developer and TMP will monitor the unit type mix of the Residential Very High portions of Districts B, C and D to insure that the maximum overall unit count and bedroom unit types are not exceeded.

7.11 TEMPORARY USES

7.11.1 Temporary Use - Defined

A “temporary use” is one which occupies a parcel of land for a period of more than one hour within a twenty-four-hour period, but less than the maximum time limits set forth herein and which does not utilize any permanent structures except as otherwise permitted herein.

7.11.2 Temporary Use - Permitted

No uses listed in this section shall be conducted unless a temporary use permit or special use permit authorizing such a use has been approved.

The following temporary uses which are further defined in the City Code, may be permitted subject to the granting of a temporary use permit in accordance with the provisions of this article:

(a) Residential Land Use Districts, or property for which a residential use has been approved:

- (1) Construction signs, defined as a sign stating the names of those individuals or firms

directly connected with the construction project. Said sign may include the name of the city in which the business is located and emergency phone numbers.

- (2) Sales or rental offices (used only for the sale or rental of residential properties which are part of a project containing five or more contiguous lots or units, said offices to be located on or immediately adjacent to the site of the project and as further regulated by section 7.11.8).
- (3) Sub-division model homes and related facilities.
- (4) Sub-division signs.
- (5) Temporary construction yards and offices (used only in conjunction with development of uses permitted by the applicable land use district, said offices and yards to be located on or immediately adjacent to the site of the development. One adult caretaker may be present during nonconstruction hours).
- (6) Youth, charitable or nonprofit organization projects.
- (7) Other temporary uses, which the development services director has determined to be compatible with the land use district and surrounding land uses.

(b) Commercial and Office Land Use Districts:

- (1) Those temporary uses listed in section 7.11.1 (a).
- (2) Christmas tree lots.
- (3) Grand opening signs, banners and other similar temporary signage excluding balloons and other inflatables.
- (4) Auctions.
- (5) Outdoor carnivals, circuses and rodeos.
- (6) Outdoor concerts.
- (7) Other outdoor shows.
- (8) Outdoor religious revival meetings.

RIVER PARK SPECIFIC PLAN

April 12, 2005



prepared for RiverPark Development, LLC by AC Martin Partners with

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

Lanes or Lane Streets: See *Alleys*

Live/Work Unit: A building type as defined in Section 2 which allows retail or commercial use on the ground floor of a residential unit in residential neighborhoods. The ground floor of such a unit is often used for a home business, as an artist studio or a workshop. Refer to Section 4. As defined by “City of Oxnard Mixed Use Development Policy”.

Live/ Work Use: Residential premises used for the transaction of business or the supply of professional services. Home occupation shall include the following: agent, architect, artist, broker, consultant, dentist, doctor, draftsman, dressmaker, engineer, interior decorator, lawyer, notary public, teacher, or other similar occupations, as determined by the DAC or the City of Oxnard Mixed Use Development Policy. Such use shall not simultaneously employ more than two persons. The total gross area of the home occupation use shall not exceed 30 percent of the gross square footage of the residential unit.

Lot: The individual land area on which a single family detached unit is located.

Major Deviation: A deviation from numerical standards of the Specific Plan by more than 15%.

Master Developer: The Specific Plan requires that a Master Developer entity (or two Master Developers, one for residential and one for commercial development) assume the primary responsibility for implementing the project according to and in conformance with the design intent of the Specific Plan and related documents until all development parcels are built out.

The Specific Plan requires that, following adoption of the Specific Plan, Master Developer responsibilities include, but are not limited to: installing backbone road and utilities infrastructure, providing public open space, selecting Builder/Developers, monitoring the allocation and maximum number of units within and among Planning Districts, and monitoring the total number of dwelling units to assure that they do not exceed the maximum of 4,068 established by the Specific Plan.

Media Niche: An architectural projection commonly used to house media cabinets and equipment in a residential application. Media niches must be

combined with other architectural features such as a fireplace chimney. The media niche portion of a projection shall not exceed 6’ in length parallel to the structural envelope of the building.

Minor Deviation: A deviation from numerical standards of the Specific Plan up to 15%.

Multi-Family: Dwelling units grouped within a building and sharing a street entrance with other dwelling units. Maximum density is 80 d.u. per acre.

Net Acreage: The area of a site within its property lines. Distinguished from **Gross Acreage**. **Note that Net Acreage should be used when determining residential density (unit count per acreage).**

Paseo: An outdoor, uncovered pedestrian walkway in commercial and residential areas which lead from the rear to the front of the property. This walkway is attractively landscaped, hardscaped and lighted in a manner to maximize safety and security as well as to encourage pedestrian use.

Pedestrian Lighting: Lighting primarily designed to illuminate pedestrian pathways including sidewalks. Distinguished from street lighting that is primarily designed to illuminate streets.

Permitted (or By-Right) Uses: Specific Plan land uses which require review and approval by the Development Services Manager/Planning Manager. Distinguished from “Specially Permitted” land uses which require review and approval by the Oxnard Planning Commission and a Special Use Permit.

Planning Commission: The City of Oxnard Planning Commission.

Planning District: One of thirteen designated areas of the RiverPark Specific Plan, labeled “A” through “M.” Each Planning District has distinct land uses, environmental character and development requirements. Planning District boundaries and characteristics are defined in Section 2.

Private Street: A street, as distinguished from a lane or alley, which is located within a development provided by a Builder/Developer on private land. A private street is generally used for on-site circulation.

Product Type: The basic unit of residential development. Each product type has associated de-

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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velopment requirements such as lot dimensions, building envelope, building orientation and use, service requirements and parking requirements. The RiverPark Specific Plan defines residential product types in Section 4. The location of these product types is defined in the residential regulatory plans in Section 4.

Project: The construction, addition or structural alteration of commercial, residential or institutional buildings and related facilities, or a change of use, within the Specific Plan Area by a Builder/Developer.

Refers to specific development projects on parcels within RiverPark, as distinguished from RiverPark as a whole. A project does not include permits for electrical, mechanical, plumbing, demolition or similar permits; certain fences or walls, signs, minor grading permits, reconstruction of a building damaged or destroyed by fire, flood, wind, earthquake or other calamity or act of nature or the public enemy, and any construction for which a building permit is required in order to comply with a public safety order.

The term sometimes refers to RiverPark as a whole. Context should indicate which meaning is intended.

Project Plan: The design for each project which is submitted to the City of Oxnard by a Builder/Developer during the Project Review and Approval Process.

Project Review and Approval Process: The Process defined in Section 7 by which a Builder/Developer obtains from the City the permits required to construct a development project. This process includes review by the Master Developer and the City for conformance of the Project Plan of each development with the Specific Plan and related documents.

Public Realm; Public Open Spaces: Areas of RiverPark other than those sold to Builders/Developers for private development. These include all landscaped open spaces, parks, circulation corridors for motor vehicles, pedestrians, and bicycles (public rights-of-way), storm water and water runoff control facilities. The setback areas of private development parcels between the building and public access street are

also considered part of the public realm. See also "Street Space."

Public Right-of-Way: Areas within RiverPark designated for pedestrian and/or vehicular circulation with associated utilities and streetscape improvements. This land cannot be sold to Builders/Developers.

Regulations: Generic term for rules governing development in all public and private areas of the RiverPark Specific Plan Area. Includes guidelines and standards.

Residential: Premises used primarily for human habitation. Units shall not be less than 450 square feet in net area.

Residential: Low-Medium: A land use category allowing dwellings at 8-12 dwelling units per gross acre. Permitted building types are single-family detached.

Residential: Medium: A land use category allowing dwellings at 12-18 dwelling units per gross acre. Permitted building types are single-family and multi-family attached or detached.

Residential: High: A land use category allowing dwellings at 18-30 dwelling units per gross acre. Permitted building types are single-family and multi-family attached or detached.

Residential: Very High: A land use category allowing dwellings at 30-80 dwelling units per gross acre. Permitted building types are multi-family attached.

Residential Uses: Refers to the residential land use categories: Residential: Low-Medium (Single-Family); Residential: Medium (Townhouses); and Residential: High (Multi-Family Residential); **Residential: Very High (Urban Apartments).**

RiverPark "A": RiverPark "A" consists of all of the Specific Plan area south of Garonne Street. This area includes commercial, office, hotel/convention and residential uses.

RiverPark "B": RiverPark "B" refers to the Specific Plan area north of Garonne Street. This area is devoted primarily to residential communities with parks, schools and water control facilities including water storage recharge basins.

RIVERPARK SPECIFIC PLAN

April 12, 2005
update through 3/2012



prepared for RiverPark Development, LLC by AC Martin Partners with

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CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3010

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SIXTH AMENDMENT TO RIVERPARK DEVELOPMENT AGREEMENT NO. 6128 (PLANNING AND ZONING PERMIT NO. 20-670-04) AND CERTIFYING ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN, GENERALLY LOCATED NORTH OF THE VENTURA FREEWAY (HIGHWAY 101), WEST OF EAST VINEYARD AVENUE, EAST OF THE SANTA CLARA RIVER, AND SOUTH OF CENTRAL AVENUE. FILED BY ANN WALSH OF SHEA PROPERTIES, 2751 PARK VIEW COURT, SUITE 261, OXNARD, CA 93036.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, On September 10, 2002, the City Council adopted Ordinance No. 2605, approving Planning and Zoning Permit No. 01-5-46 (Development Agreement No. A-6128) between the owners of the RiverPark Project and the City of Oxnard; and

WHEREAS, On December 21, 2004, the City Council adopted Ordinance No. 2678 approving the first Development Agreement Amendment which incorporated properties located within the RiverPark Specific Plan that were acquired by RiverPark A and RiverPark B after the effective date of the DA, including clarifications of duties and ownership relating to RiverPark and the previous project for part of the site, the Oxnard Town Center development; and

WHEREAS, On August 7, 2007, the City Council adopted Ordinance No. 2744 approving the second Development Agreement Amendment, which incorporated changes related to the ability to locate a multiplex theater in District D of the RiverPark Specific Plan area; and

WHEREAS, On October 5, 2010, the City Council adopted Ordinance No. 2830 approving the third Development Agreement Amendment, maintaining development fees at current levels for an extended period of time, based on market conditions at the time; and

WHEREAS, On June 12, 2012, the City Council adopted Ordinance No. 2856 approving the fourth Development Agreement Amendment to reflect changes in numerical values for commercial square footage and residential units proposed in the fourth amendment to the RiverPark Specific Plan, along with construction timing milestones and fee adjustments; and

WHEREAS, On December 17, 2013, the City Council adopted Ordinance No. 2877 approving the fifth Development Agreement Amendment maintaining traffic development fees at current levels for an extended period of time; and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre

specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. No additional mitigation measures are required; and

WHEREAS, the Planning Commission of the City of Oxnard ("**Planning Commission**") has considered an application for Planning and Zoning Permit No. 20-670-04 ("**Project**"), a sixth amendment to Development Agreement No. A-6128 (Development Agreement) between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and SOCM I, LLC, a Delaware limited liability company ("SOCMI"), RIVERPARK POINTE, LLC, a Delaware limited liability company ("Riverpark Pointe"), RIVERPARK LANDING, LLC, a Delaware limited liability company ("Riverpark Landing"), OAKMONT OF RIVERPARK LLC, a California limited liability company ("Oakmont"), SUNFLOWER, LP, a California limited partnership ("Sunflower"). Collectively, SOCM I, Riverpark Pointe, Riverpark Landing, Oakmont, and Sunflower are referred to herein as the "Riverpark Commercial Area Developers." (collectively referred to "Applicant" or "Developer" in the record of proceedings); and

WHEREAS, the Sixth Development Agreement Amendment (DAA) shall allow for a time extension, impact fee modifications, and define future affordable housing requirements. The proposed changes are included in Exhibit A to this Ordinance; and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard ("**Planning Commission**") conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 20-670-04) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on December 16, 2021, the Planning Commission made a motion to continue the Project to the Planning Commission meeting on January 13, 2022, and

WHEREAS, the Planning Commission, after due study, deliberation and a duly noticed public hearing on January 13, 2022, and after it received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, found that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, pursuant to CEQA Guidelines §15164, the Commission considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, the Planning Commission adopted Resolution 2022-04 recommending that the City Council approve Planning & Zoning Permit No. 20-670-04 (Development Agreement Amendment) with the requirement that the property owner enter into a Project Labor Agreement before the development of the RiverPark Specific Plan proceeds; and

WHEREAS, on March 15, 2022, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider both the request to approve Planning and Zoning Permit No. 20-670-04 (Development Agreement Amendment), both as originally negotiated with the Applicant and as recommended by the Planning Commission in accordance with the OCC; and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, pursuant to CEQA Guidelines §15164, the City Council considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the City Council has determined that minor changes are proposed to the project for which an FEIR were previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The City Council has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the proposed Development Agreement Amendment is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As initially outlined in Section 6(b) and Attachment F of the Planning Commission Staff

report dated December 16, 2021, the proposed Development Agreement Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;

2. As initially outlined in Section 6(h) of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement Amendment is a logical refinement and internally consistent with the adopted RiverPark Development Agreement;
3. As determined in the Addendum to FEIR No. 00-03, the proposed Development Agreement Amendment will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare; and
4. As initially outlined in Section 6(c - g) of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement in association with the RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning; and

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this Ordinance that were part of the approval process.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Riverpark Development Agreement Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Riverpark Development Agreement Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Riverpark Development Agreement Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the development that would be authorized for the project site by the proposed RiverPark Development Agreement Amendment is the best use for the subject project site.

SECTION 6. The City Council determines that the RiverPark Development Agreement Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the RiverPark Development Agreement, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was considered by the City Council at the public hearing for the RiverPark Specific Plan Amendment and Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 20-670-04 (Amendment No. 6 to Development Agreement No. A - 6128) to amend the Development Agreement pursuant to Exhibit A, without the recommended action of the Planning Commission, hereto attached.

SECTION 9. Planning and Zoning Permit No. 20-670-04 (Amendment No. 6 to Development Agreement No. A - 6128) is approved to amend the Development Agreement pursuant to Exhibit A, without the recommended action of the Planning Commission, hereto attached

SECTION 10. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

SECTION 11. 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 12. The City Clerk shall certify as to the adoption of this Ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City

Clerk, in accordance with Government Code Section 36933. Ordinance No. 3010 was first read on March 15, 2022, and finally adopted on April 5, 2022 to become effective thirty days thereafter.

PASSED and ADOPTED this 5th day of April, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Ordinance No. 3010
RiverPark Development Agreement Amendment No. 6 (PZ 20-670-04)
City Council Hearing Date: April 5, 2022
Page 7 of 7

EXHIBIT A

SIXTH DEVELOPMENT AGREEMENT TEXT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT (the "Sixth Amendment") is made in Ventura County, California as of _____, 202_, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the "City") and SOCMI, LLC, a Delaware limited liability company ("SOCMI"), **RIVERPARK POINTE, LLC**, a Delaware limited liability company ("Riverpark Pointe"), **RIVERPARK LANDING, LLC**, a Delaware limited liability company ("Riverpark Landing"), **OAKMONT OF RIVERPARK LLC**, a California limited liability company ("Oakmont"), **SUNFLOWER, LP**, a California limited partnership ("Sunflower"). Collectively, SOCMI, Riverpark Pointe, Riverpark Landing, Oakmont, and Sunflower are referred to herein as the "Riverpark Commercial Area Developers." The City and the Riverpark Commercial Area Developers may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Riverpark Commercial Area Developers are the owners of real property located in the City within the boundaries of the City's Riverpark Specific Plan. SOCMI is the owner of that certain real property more particularly described in Exhibit A-1 attached hereto. Riverpark Pointe is the owner of that certain real property more particularly described in Exhibit A-2 attached hereto. Riverpark Landing is the owner of that certain real property more particularly described in Exhibit A-3 attached hereto. Oakmont is the owner of that certain real property more particularly described in Exhibit A-4 attached hereto. Sunflower is the owner of that certain real property more particularly described in Exhibit A-5 attached hereto. The area described in Exhibits A-1 through A-5 is referred to herein as the "Riverpark Commercial Area."

B. The City and Riverpark Commercial Area Developers' predecessor in interest entered into that certain Development Agreement dated as of August 27, 2002, and which was recorded against the Riverpark Commercial Area Developers' Property (as well as other areas) on September 10, 2002 as Instrument No. 2002021645000 in the Ventura County Recorder's Office (the "Original Development Agreement"), as amended by that certain First Amendment to Development Agreement dated as of December 14, 2004 and recorded against Riverpark Commercial Area Developers' Property on December 23, 2004 as Instrument No.

200412230339920 in the Ventura County Recorder's Office and re-recorded against Riverpark Commercial Area Developers' Property on January 24, 2005 as Instrument No. 200501240017504 in the Ventura County Recorder's Office (the "First Amendment to Development Agreement"), as further amended by that certain Second Amendment to Development Agreement recorded against the Riverpark Commercial Area Developers' Property on August 21, 2007 in the Ventura County Recorder's Office as Instrument No. 20070821001636170 (the "Second Amendment to Development Agreement"), as further amended by that certain Third Amendment to Development Agreement recorded against the Riverpark Commercial Area Developers' Property on October 13, 2010 in the Ventura County Recorder's Office as Instrument No. 20101013001577430 (the "Third Amendment to Development Agreement"), as further amended by that certain Fourth Amendment to Development Agreement (the "Fourth Amendment to Development Agreement"), which did not affect the Riverpark Commercial Area Developers' Property and was not recorded against the Riverpark Commercial Area Developers' Property, as further amended by that certain Fifth Amendment to Development Agreement (the "Fifth Amendment to Development Agreement"), which did not affect the Riverpark Commercial Area Developers' Property and was not recorded against the Riverpark Commercial Area Developers' Property. The Original Development Agreement as amended by the First Amendment to Development Agreement, the Second Amendment to Development Agreement, the Third Amendment to Development Agreement, the Fourth Amendment to Development Agreement, and the Fifth Amendment to Development Agreement, together with any extensions or amendments approved administratively, are referred to herein collectively as the "Development Agreement." The Development Agreement encumbers more real property than the Riverpark Commercial Area Developers' Property. Collectively, all real property encumbered by the Development Agreement is referred to herein as the "Site." Owners of portions of the Site (including each of the Riverpark Commercial Area Developers) may be referred to herein individually as a "Riverpark Developer" or collectively as the "Riverpark Developers."

C. In conjunction with transfers of portions of the Site to the various Riverpark Developers, the Parties to such transfer agreements have executed Assignment and Assumption Agreements that had the effect of the transferring party assigning and the acquiring party assuming the rights, duties and/or obligations under the Development Agreement relating to the portion of the Site being transferred and providing that no Riverpark Developer shall be obligated to meet any obligations under the Development Agreement that relate to a portion of the Site owned by another Riverpark Developer.

D. As of the date of this Sixth Amendment, the Riverpark Commercial Area Developers are in full compliance with the terms, conditions, and obligations of the Development Agreement as amended.

E. The City has recently adopted updated development impact fees (the "2020 Development Impact Fees") related to the installation of public infrastructure to accommodate future development planned to occur in the City. The bulk of the development within the Riverpark Specific Plan Area has already occurred. In conjunction with such development, the public infrastructure associated with and necessary for the development of the Riverpark Specific Plan has already been constructed.

F. The Parties hereto intend hereby to amend the Development Agreement to (i) extend the termination date of the Development Agreement by a period of five (5) years from October 12, 2022 to October 12, 2027, and (ii) establish a mechanism for the payment of certain 2020 Development Impact Fees that are to be applied within the Riverpark Specific Plan area as described below.

G. The Parties hereto each desire to obtain the agreement of one another to the provisions of the Development Agreement as amended by this Sixth Amendment.

H. On January 13, 2022, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Sixth Amendment.

I. On March 15, 2022, the City Council held a duly noticed public hearing on this Sixth Amendment in accordance with Government Code Section 65868.

J. The City Council has given notice of its intention to consider this Sixth Amendment, has conducted public hearings thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Sixth Amendment are consistent with the City's General Plan, City zoning ordinances, and the Riverpark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Sixth Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Sixth Amendment is beneficial to the residents of the City and is consistent with the present public health, safety, and welfare needs of the residents of the City and the surrounding region.

K. The City has determined that the actions to be taken pursuant to this Sixth Amendment will not result in environmental impacts which are new or substantially changed from those already analyzed and addressed in the Riverpark EIR, and subsequent addenda, and, therefore has determined that none of the elements set forth in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines exists and therefore has determined, in accordance Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, that no subsequent or supplemental Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration is required to be prepared prior to adopting the Ordinance approving this Sixth Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Sixth Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Riverpark Commercial Area Developers agree as follows:

Section 1. Extension of Termination Date:

The Term of the Development Agreement is hereby extended by a period of five (5) years from October 10, 2022 to October 10, 2027; provided, however, that the Development Agreement may be further extended by the City Manager upon mutual consent of the City and Developer, to the completion of the development, but not to exceed a period of ten (10) additional years.

Section 2. Application of 2020 Development Impact Fees:

The City acknowledges that the waivers of certain fees as set forth in Sections 5.4, 5.5, 6, and 9 of the Development Agreement remain in full force and effect and have not been modified by the City actions in adopting the 2020 Development Impact Fees.

In light of the public infrastructure already constructed in conjunction with development on the Project, the City agrees that through the Term of the Development Agreement, the maximum amount of any traffic impact fees assessed shall be limited to the rate in effect immediately prior to the City's adoption of the 2020 Development Impact Fees, which are reflected on the City's fee chart dated as of September 24, 2018. The City further agrees that the 2020 Development Impact Fees related to the Park Development Fee shall not apply to the Project.

In lieu of the 2020 Development Impact Fees related to the Mobility Fee, the RiverPark Commercial Area Developers shall pay an alternative Mobility Fee based on the project density. Based on the average density of the added residential units of 1.71 persons per residential unit, the alternative Mobility Fee for the Multi-Family residential would be \$1,347.05 per unit. Credits for the reasonable cost of design, engineering, land and construction costs of the public bicycle and pedestrian facilities constructed as part of the buildout of the RiverPark Specific Plan area, not otherwise used to offset mobility fees or other required fees which have already been credited, shall be granted for the alternative Mobility Fee on a first-come, first-served basis among all developers in the RiverPark Specific Plan area. Under no circumstances shall Developer be entitled to a refund of the fee credits or a transfer to a third party (i.e., an entity that does not qualify as Developer or permitted assignee under this Agreement) of the fee credits obtained pursuant to this Section. Developer is not guaranteed that any credits will still be available at the time of the imposition of any fees. The Developer shall provide all funding necessary for a mutually agreed upon third party consultant to verify all costs used to obtain fee credits.

Finally, the City acknowledges and agrees that the Riverpark Commercial Area Developers have contributed more than two million dollars (\$2,000,000) in public art installations in the areas subject to this Sixth Amendment to Development Agreement in full satisfaction of the City's public art requirements, and no additional public art is required for these portions of the Site. Of the public art that Developers have installed previously, Developers shall maintain public art installations on the Site valued at a minimum of two hundred eighty-seven thousand dollars (\$287,000) in perpetuity.

For ease of reference, the Parties agree that the fees modified or exempted under the Development Agreement related to the Project are as set forth in the chart attached hereto as Exhibit B.

Other than the fees noted above, the Riverpark Commercial Area Developers shall be responsible for paying when due all Development Impact Fees in connection with the development of the Project at the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and

all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

Section 3. Future Affordable Housing. The City's Affordable Housing Ordinance (Ordinance 2980) requires that residential projects containing more than ten (10) units shall provide affordable 10% of the total number of units as affordable units, with half being affordable to persons of lower income and half being affordable to persons of very low income; however, the City's Affordable Housing Ordinance does not apply to new housing projects located in areas subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as the City's Affordable Housing Ordinance. The City and the Riverpark Commercial Area Developers have agreed to an alternative affordable housing program for the property subject to this Agreement. In lieu of the 10% requirement under the City's Affordable Housing Ordinance stated above, all new residential projects developed on the Riverpark Commercial Area after the date of this Sixth Amendment containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than 15% of the total number of dwelling units in the project offered for rent at the following levels: 5% shall be rented at an affordable rent to persons and families of very-low income, 5% shall be rented at an affordable rent to persons and families of lower income, and 5% shall be rented at an affordable rent to persons and families of moderate income, as defined in California Health and Safety Code Sections 50105, 50079.5, 50093, respectively. Upon certificate of occupancy of the for-rent Affordable Housing Units for Very Low, Low, and Moderate Income Households each such unit shall be rented at rents that are Affordable to Very Low, Low, or Moderate Income Households for a period of fifty-five (55) years. Such units shall otherwise comply with the requirements in the City's Affordable Housing Ordinance. However, for Moderate Income units, the maximum affordable rent shall be calculated as defined in Health and Safety Code 50053(b)(5)

Section 4. Supplemental Sewer Fee.

The Riverpark Developers constructing Additional Dwelling Units within the Riverpark Specific Plan area shall pay a Supplemental Sewer Fee equal to the sewer impact fees in effect at the time of the Effective Date of this agreement applied to the Additional Dwelling Units on a per unit basis prior to the issuance of a building permit for each such Additional Dwelling Unit, less credits applied for sewer impact fees that have already been paid for the commercial development that was originally proposed at each project location, on a project by project basis. For the purpose of this Section, Additional Dwelling Units shall mean the dwelling units constructed in the Riverpark Specific Plan area in excess of an aggregate of 3,043 dwelling units. The sewer impact fee credit calculation methodology shall be mutually agreed upon by the Riverpark Developers and the City Engineer prior to building permit issuance for any Additional Dwelling Units, and shall be based upon the calculation methodology used for the pre-payment of sewer impact fees utilized in the original Development Agreement dated August 27, 2002 and/or subsequent Development Agreement Amendments. Should the Riverpark Developers wish to apply additional credits for commercial square footage outside a given project area to offset the Supplemental Sewer Fee, adequate legal mechanisms shall be executed to the satisfaction of the Community Development Director to ensure the trade off in commercial square footage will be legally binding on the Riverpark Developers, their successors and assigns. Notwithstanding any language in this agreement to the contrary, under no circumstances shall the

Riverpark Developers be entitled to a refund of the fee credits or a transfer to a third party of the fee credits obtained pursuant to this Section. Riverpark Developers shall provide a deposit of \$5,000.00 (five-thousand dollars) concurrent with submitting the first project to the City containing Additional Dwelling Units. This deposit is to be utilized to offset staff time costs at the hourly rates then in effect, for meetings, research, etc. related to the sewer and other fee credits. When requested by the City Engineer, the Riverpark Developers shall add funding from time to time if necessary to ensure adequate funding for anticipated staff time needs. Any excess funds remaining from this deposit will be refunded to the developer, without interest, when the City Engineer determines they are no longer needed.

Section 5. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Sixth Amendment amends, this Sixth Amendment represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the matters contained in this Sixth Amendment.

(b) Section Headings. The section headings contained in this Sixth Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Sixth Amendment and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Sixth Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any term, covenant, condition or provision of this Sixth Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Sixth Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

(f) No Reliance on Other Parties. All Parties to this Sixth Amendment declare that, prior to the execution of this Sixth Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Sixth Amendment and making the decision to execute it. The Parties each represent and acknowledge that in executing this Sixth Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to

this Sixth Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Sixth Amendment.

(g) Construction. The provisions of this Sixth Amendment shall be liberally construed to effectuate its purpose. The language of this Sixth Amendment shall be construed according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Sixth Amendment and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.

(h) Successors and Assigns. This Sixth Amendment shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Sixth Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Sixth Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other Parties to this Sixth Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Effective Date. After this Sixth Amendment has been signed by authorized representatives of each of the Parties hereto, this Sixth Amendment shall become effective on the date on which the ordinance approving this Sixth Amendment becomes operative under Government Code section 36937.

(l) Definitions. All terms not specifically defined in this Sixth Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Sixth Amendment on Development Agreement. Unless otherwise specifically amended by this Sixth Amendment, all provisions of the Development Agreement, as previously amended, shall remain in full force.

(n) Interpretation of Developer. Each Riverpark Developer and its authorized successors and assigns shall be liable for and/or hold the rights, duties and obligations of the Development Agreement and this Sixth Amendment as they relate to the portion of the Site owned by such Riverpark Developer only. No Riverpark Developer nor its authorized successors or assigns shall be liable for the obligations under the Development Agreement or any amendments thereto as they relate to another portion of the Site not owned by such Riverpark Developer or such authorized successors or assigns, respectively.

(o) Recordation of this Sixth Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Sixth Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Sixth Amendment.

Section 6. Section 33 is added the Development Agreement to read as follows:

“33. Selection of Local Subcontractors

In order to promote and maximize the employment of City of Oxnard and Ventura County residents on the Project, Owner, to the extent allowed by law, commits to make a good faith effort to achieve a goal of at least 35% of subcontractors performing Project work be primarily located in Ventura County.”

IN WITNESS WHEREOF, the Parties to this Sixth Amendment have each executed this Sixth Amendment as of the date first written above.

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date: _____

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

[Signatures continued on next page]

RIVERPARK COMMERCIAL AREA DEVELOPERS:

SOCM I, LLC,

a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
its manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

RIVERPARK LANDING, LLC.

a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
its manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[signatures continued on next page]

RIVERPARK POINTE, LLC,
a Delaware limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation,
its manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[signatures continued on next page]

OAKMONT OF RIVERPARK LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

SUNFLOWER, LP,
a California limited partnership

By: **Jazzy, LLC,**
a California limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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.

)
ss:
)

COUNTY OF _____

On _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

EXHIBIT A-1

SOCMI'S PROPERTY

(attached)

EXHIBIT A-1

SOCM I, LLC LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-11 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122442-0 OF OFFICIAL RECORDS AND BEING A PORTION OF LOT 15 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-035

LOT 1 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 14-310-003 RECORDED DECEMBER 08, 2014 AS INSTRUMENT NO. 20141208-00153552-0 OF OFFICIAL RECORDS AND BEING A PORTION OF LOT 13 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-105 AND 132-0-311-165

PARCEL B:

LOT 1 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-7 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122443-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057737-0 AND RERECORDED MAY 11, 2010 AS INSTRUMENT NO. 20100511-00070517-0, ALL OF OFFICIAL RECORDS AND BEING PORTIONS OF LOTS 14 AND 15 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-055

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-7 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122443-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057737-0 AND RERECORDED MAY 11, 2010 AS INSTRUMENT NO. 20100511-00070517-0, ALL OF OFFICIAL RECORDS AND BEING A PORTION OF LOT 15 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-045

LOT 3 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-7 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122443-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057737-0 AND RERECORDED MAY 11, 2010 AS INSTRUMENT NO. 20100511-00070517-0, ALL OF OFFICIAL RECORDS AND BEING PORTION OF LOT 10 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-125

PARCEL C:

LOT 1 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-8 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122444-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057738-0, BOTH OF OFFICIAL RECORDS AND BEING PORTIONS OF LOTS 9 AND 10 OF

TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-115

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-8 RECORDED AUGUST 11, 2008 AS INSTRUMENT NO. 20080811-00122444-0 AND RERECORDED APRIL 19, 2010 AS INSTRUMENT NO. 20100419-00057738-0, BOTH OF OFFICIAL RECORDS AND BEING PORTIONS OF LOTS 9 AND 13 OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: 132-0-311-135

PARCEL D:

PARCEL "B" OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 08-310-13, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA RECORDED MAY 29, 2009 AS INSTRUMENT NO 20090529-00087845-0 OF OFFICIAL RECORDS BEING A PORTION OF EL RIO DRIVE AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 29, 2007 AS INSTRUMENT NO. 20071029-00201173-0 OF OFFICIAL RECORDS.

APN: 132-0-311-085 AND 132-0-311-095

PARCEL E:

LOT 2 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 14-310-003 RECORDED DECEMBER 08, 2014 AS INSTRUMENT NO. 20141208-00153552-0 OF OFFICIAL RECORDS, BEING PORTIONS OF LOTS 9, 10, 13, 14, 15 AND MOONLIGHT PARK AVENUE, FORMERLY MOSS LANDING BOULEVARD OF TRACT 5352-1 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 150, PAGES 76 THROUGH 92, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO BEING A PORTION

OF EL RIO DRIVE AND A PORTION OF OXNARD BOULEVARD AS DESCRIBED IN THE QUITCLAIM DEED RECORDED OCTOBER 29, 2007 AS INSTRUMENT NO. 20071029-00201173-0 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OILS, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 500 FEET BELOW THE SURFACE AND SUBSURFACE AS RESERVED IN DEEDS RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182; DECEMBER 21, 1954 IN BOOK 1252, PAGE 429; BOOK 4723, PAGE 472 AND DECEMBER 3, 1986 AS INSTRUMENT NOS. 86-175822, 86-175823, 86-175824, 86-175827 AND 86-175828 ALL OF OFFICIAL RECORDS.

APN: ALL OF 132-0-311-015 AND PORTION OF 132-0-311-175

PARCEL F:

NONEXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND PARKING PURSUANT TO THAT CERTAIN OPERATION AND EASEMENT AGREEMENT BY AND BETWEEN TARGET CORPORATION, A MINNESOTA CORPORATION AND RIVERPARK COLLECTION, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED JUNE 30, 2010 AND RECORDED ON JULY 02, 2010 AS INSTRUMENT NO. 20100702-00097705-0 OF OFFICIAL RECORDS.

EXHIBIT A-2

RIVERPARK POINTE'S PROPERTY

(attached)

RIVERPARK POINTE LLC LEGAL DESCRIPTION

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 2603 Main Street • Suite 400 • Irvine, CA 92614-4250 • 949.988.5815 phone • 949.988.5820 fax • huitt-zollars.com

R300668.01

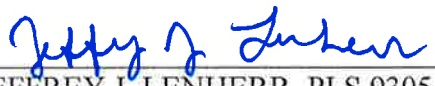
05-23-17

THE POINTE

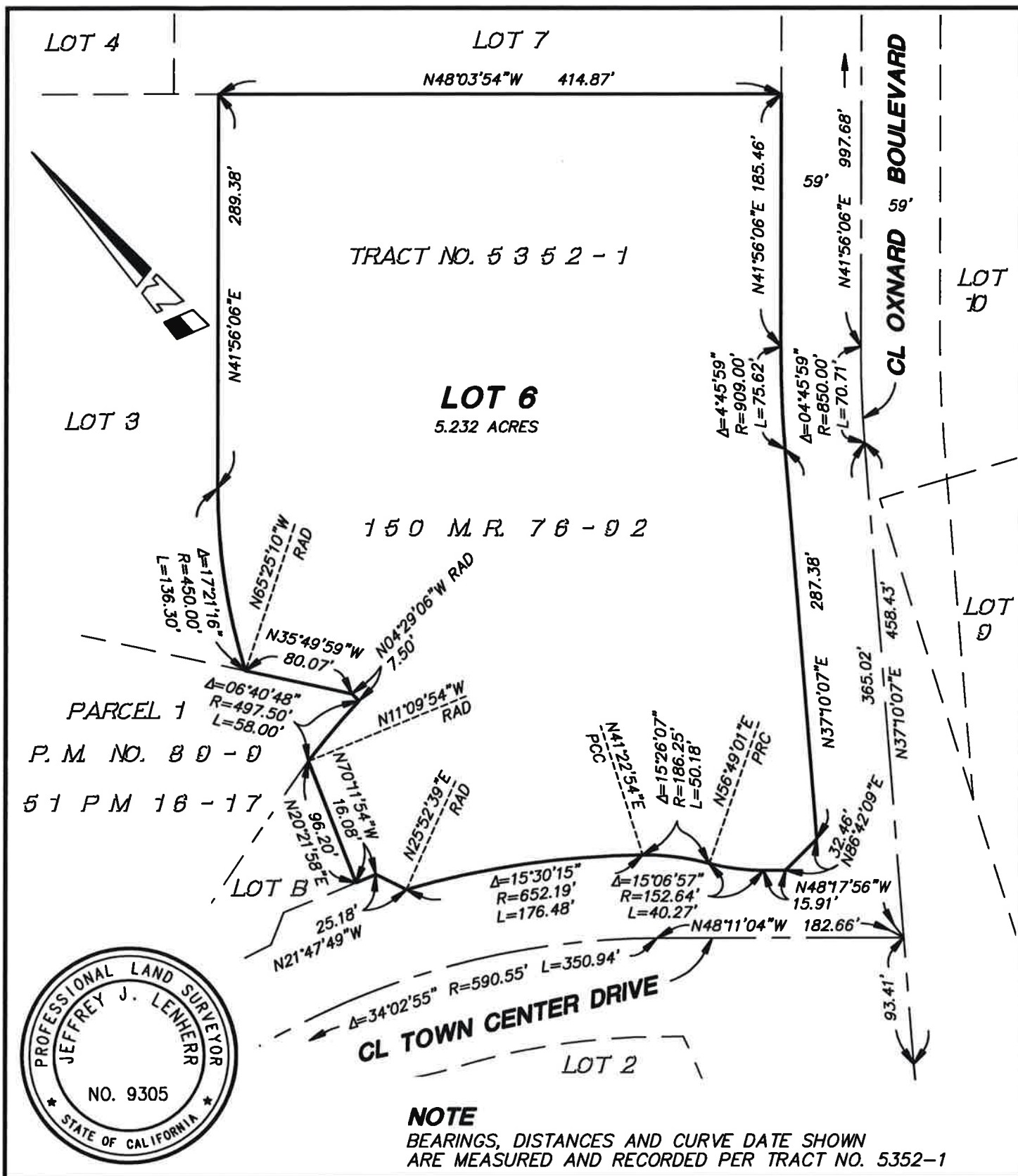
Lot 6 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

Containing an area of 5.232 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.


JEFFREY J. LENHERR, PLS 9305





HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

Jeffrey J. Lennher 5/23/17

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

THE POINTE

LOT 6

TRACT NO. 5352-1

SCALE 1"=100'

DRAWN BY PMP/cr

CHECKED BY CR

DATE 05-23-2017

JOB NO. R300668.01
10119812

EXHIBIT A-3

RIVERPARK LANDING'S PROPERTY

(attached)

EXHIBIT A-3
RIVERPARK LANDING'S LEGAL DESCRIPTIONS

LOT 1

Lot 1 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 2

Lot 2 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 3

Lot 3 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 4

Lot 4 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 5

Lot 5 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

LOT 6

Lot 6 of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

COLLECTIVE

Lots 1 through 6, inclusive, of Tract No. 6004, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in Book 168, Pages 43 to 51, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder, of said County.

EXHIBIT A-4

OAKMONT'S PROPERTY

(attached)

EXHIBIT A-4

OAKMONT SENIOR LIVING

Lot 4 of Lot Line Adjustment LLA 17-310-05, in the City of Oxnard, County of Ventura, State of California, recorded May 26, 2017 as Document No. 20170526-00068773-0 of Official Records, in the office of the County Recorder, of said County.

EXHIBIT A-5

SUNFLOWER'S PROPERTY

(attached)

R300668.01
05-01-17

EXHIBIT "A" LEGAL DESCRIPTION

Those portions of Lots 1 and 2 of Lot Line Adjustment LLA 10-310-03, in the City of Oxnard, County of Ventura, State of California, recorded on June 29, 2010 as Instrument No. 20100629-00095245-0 of Official Records, in the office of the County Recorder of said County, together with a portion of Lot 3 of Lot Line Adjustment LLA 15-310-06, in said City of Oxnard, recorded April 19, 2016 as Instrument No. 20160419-00053241-0 of said Official Records, described as follows:

Beginning at the most Westerly corner of said Lot 2 of said Lot Line Adjustment LLA 10-310-03; thence along the Southwesterly lines of said Lots 1 and 2, the following two (2) courses: South 72°41'45" East 225.23 feet and South 65°46'37" East 131.28 feet; thence leaving said Southwesterly line of said Lot 1 North 17°08'39" East 261.54 feet; thence North 72°51'21" West 441.19 feet; thence South 17°08'39" West 244.49 feet to the Southwesterly line of said Lot 3 of Lot Line Adjustment LLA 15-310-06; thence along said Southwesterly line of said Lot 3 South 72°41'45" East 85.68 feet to the point of beginning.

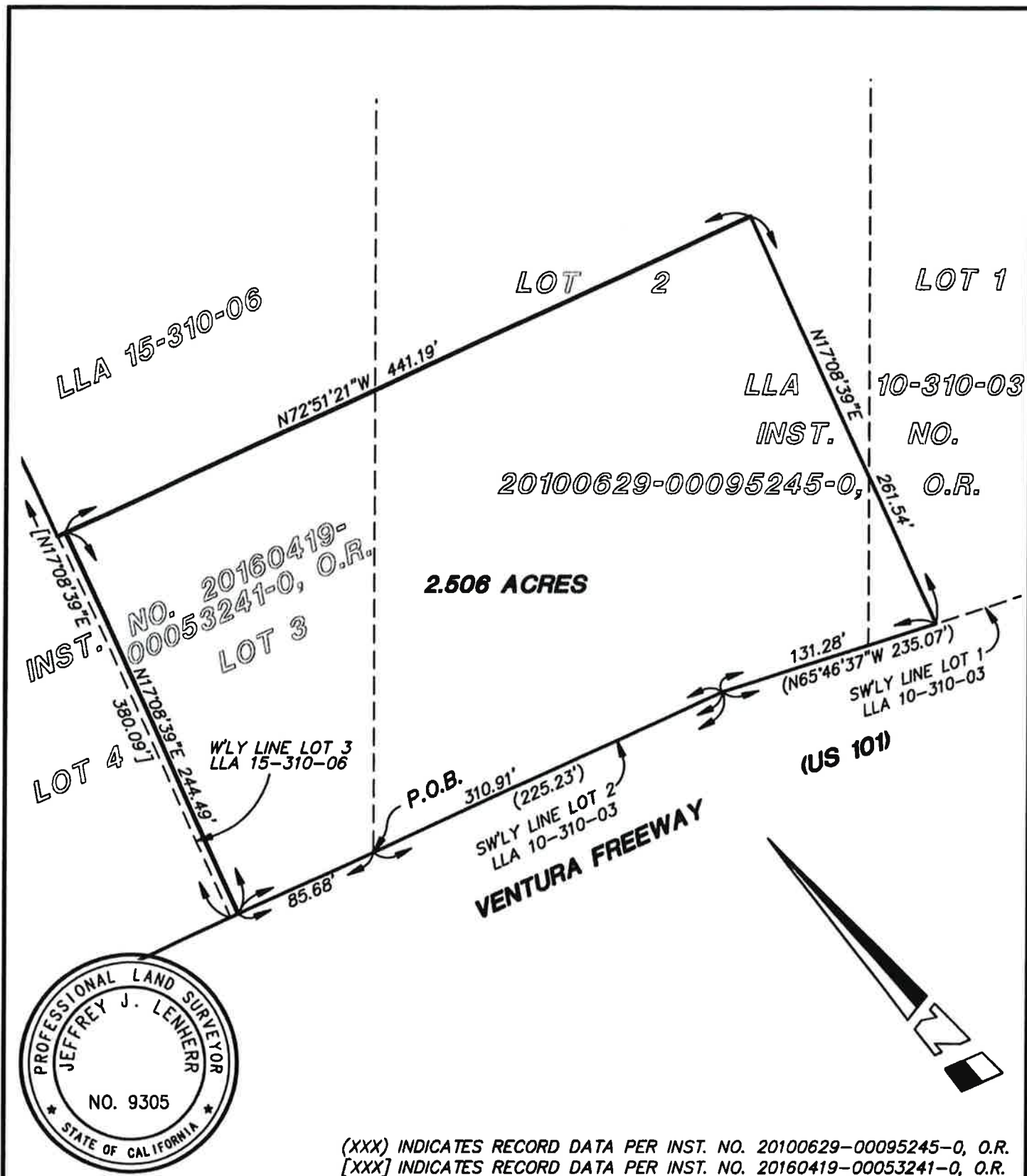
Containing an area of 2.506 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Jeffrey J. Lenherr
JEFFREY J. LENHERR, PLS 9305





HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

Jeffrey J. Lennert

5/1/17

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

EXHIBIT 'B'
**DECLARATION OF
RESTRICTIVE COVENANT**

SCALE 1"=80'

DRAWN BY CR

CHECKED BY JLL

DATE 5/1/2017

JOB NO. R300668.01

R300668.01
05-01-17

EXHIBIT "A"
LEGAL DESCRIPTION

Those portions of Lots 1 and 2 of Lot Line Adjustment LLA 10-310-03, in the City of Oxnard, County of Ventura, State of California, recorded on June 29, 2010 as Instrument No. 20100629-00095245-0 of Official Records, in the office of the County Recorder of said County, described as follows:

Commencing at the Northwestern terminus of that certain course on the Southwesterly line of said Lot 2 shown as having a bearing and distance of "N 65°46'37" W 89.71' " on said Lot Line Adjustment; thence along said Southwesterly line of said Lot 2 and said Lot 1 South 65°46'37" East 131.28 feet to the TRUE POINT OF BEGINNING; thence leaving said Southwesterly line North 17°08'39" East 261.54 feet; thence South 72°51'21" East 257.54 feet; thence South 17°08'39" West 56.94 feet; thence South 47°21'26" East 231.39 feet to the Southeasterly line of said Lot 1; thence along said Southeasterly line and said Southwesterly line of said Lot 1, the following ten (10) courses: South 37°25'57" West 26.43 feet, South 34°28'27" West 198.82 feet, South 56°15'27" West 31.20 feet, South 56°15'57" West 15.42 feet, North 85°57'51" West 11.49 feet, North 48°11'35" West 102.08 feet, North 59°00'30" West 55.40 feet, North 28°49'03" East 28.19 feet, North 48°12'07" West 124.96 feet, and North 65°46'37" West 103.79 feet to the TRUE POINT OF BEGINNING.

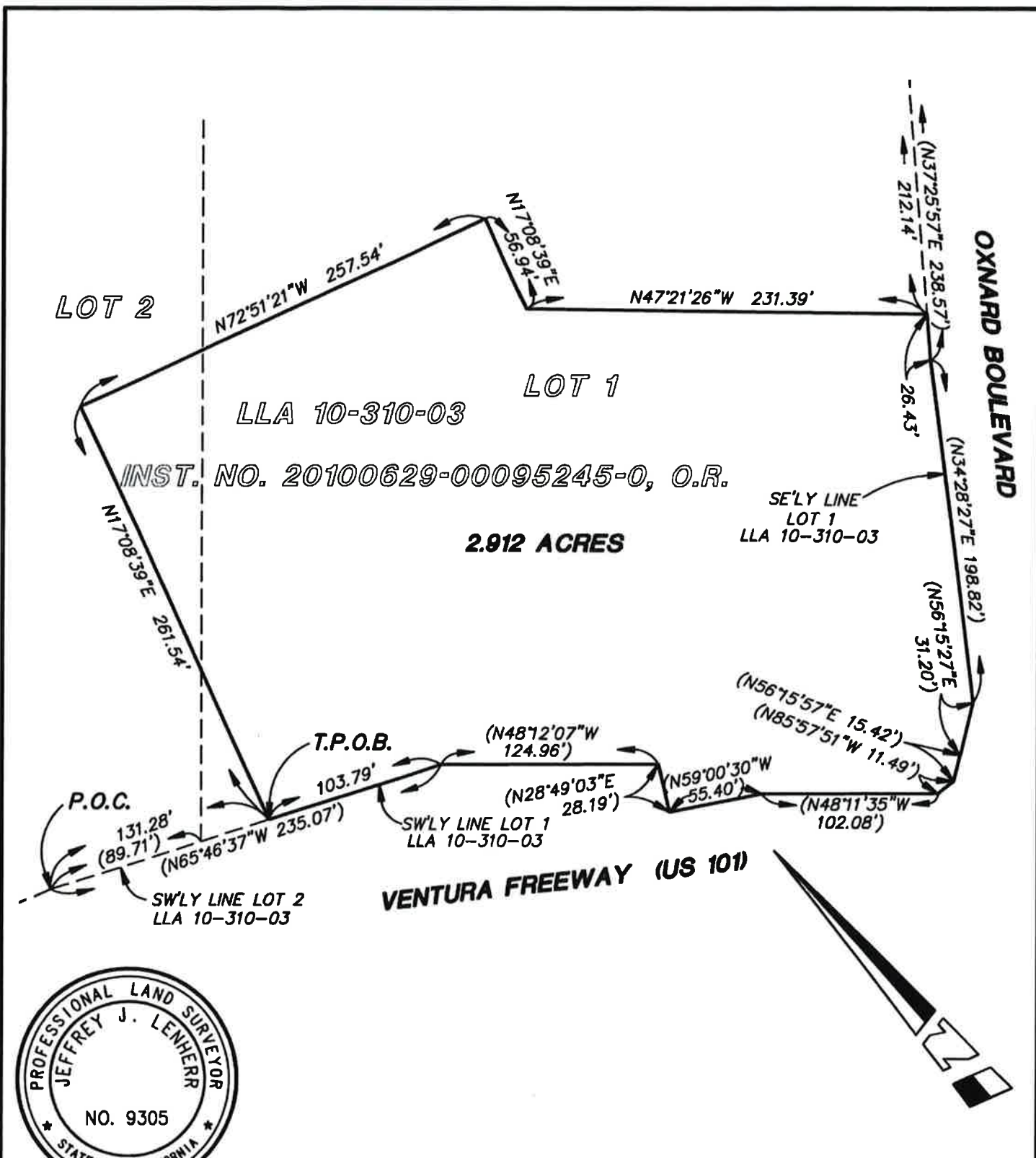
Containing an area of 2.912 acres, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.


JEFFREY J. LENHERR, PLS 9305





(XXX) INDICATES RECORD DATA PER INST. NO. 20100629-00095245-0, O.R.

HUITT-ZOLLARS Huitt-Zollars, Inc. Irvine 2603 Main Street, Suite 400, Irvine, CA 92614 Phone (949) 988-5815 Fax (949) 988-5820	SKETCH TO ACCOMPANY A LEGAL DESCRIPTION EXHIBIT 'B' DECLARATION OF RESTRICTIVE COVENANT	SCALE 1"=80' DRAWN BY CR CHECKED BY JLL DATE 5/1/2017 JOB NO. R300668.01
APPROVED BY <i>Jeffrey J. Lennher</i> 5/1/17		

EXHIBIT B

LIST OF EXEMPTED OR MODIFIED FEES
UNDER DEVELOPMENT AGREEMENT

(attached)

RESIDENTIAL FEES

FEE ASSUMPTIONS FOR RESIDENTIAL USE -- USING CITY OF OXNARD FEES HANDOUT DATED SEPT 24, 2018

PLANNING FEES

Traffic Impact Fees - 2018 Fee Handout

Air Quality Fee -- 2108 Fee Handout

Sewer Treatment Fee -- 2018 Fee Handout

Water System Connection Fee

Storm Drainage Fees

Growth Development Fee

Parks Acquisition & Development Tax

General Plan Maintenance Fee

LOCK 2018 P. 27 \$4745 per unit p. 26 Oxnard City fees

LOCK 2018 P. 29 Air Quality 2018 from City of Oxnard.

LOCK 2018 & CREDIT DA Section 5.5 - Exempt through end of DA term

LOCK 2018 P. 24 Based on meter size

WAIVED DA Section 5.4 - Exempt through end of DA term

LOCK 2018 & CREDIT DA Section 6.0 - Exempt through end of DA term

WAIVED DA Amendment No 5, Section 3 (ii) Exempt through end of DA term

LOCK 2018 P. 30 0.24% of Building permit valuation.

OTHER PLANNING FEES

Undergrounding of Utility Lines

Quimby

Public Art Program

Affordable Housing Fees

Mobility Fee

Rio School District Fees (letter on file at City)

Oxnard Union High School Fee

N/A P. 29 Lines are already underground.

WAIVED DA Section 9.0 - Exempt through end of DA term

CREDIT DA Approval - Collection provided over \$2 million in public art
Including Affordable Units in Project otherwise \$7,735 per unit

CREDIT DA Amendment No 5, Section 3 (ii) Exempt through end of DA term

DA Section 7.0 - Exempt through end of DA term

Pursuant to School Facilities Mitigation Agreement Between The Rio School District, Riverpark A, LLC and Riverpark B, LLC (10/15/2002) -- RENTABLE SF

\$ 1.42

COMMERCIAL FEES

FEE ASSUMPTIONS FOR RESIDENTIAL USE -- USING CITY OF OXNARD FEES HANDOUT DATED SEPT 24, 2018

PLANNING FEES

Traffic Impact Fees - 2018 Fee Handout

Air Quality Fee -- 2108 Fee Handout

Sewer Treatment Fee -- 2018 Fee Handout

Water System Connection Fee

Storm Drainage Fees

Growth Development Fee

Parks Acquisition & Development Tax

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LLC and Riverpark B, LLC (10/15/2002) -- RENTABLE SF

\$ 1.42

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3011

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT NO. 7113 (PLANNING AND ZONING PERMIT NO. 20-670-03) AND CERTIFYING ADDENDUM NO. 15 TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 00-03 FOR THE RIVERPARK SPECIFIC PLAN. THE PROJECT SITE IS LOCATED AT 2700 AND 2750 NORTH VENTURA ROAD (APN 132-0-100-095 & 132-0-100-085). FILED BY JONATHAN K. CORNELIUS OF FORE PROPERTY, 1004 SANTA BARBARA STREET, SANTA BARBARA , CA 93101.

WHEREAS, on September 10, 2002 the City Council approved the entitlements for The RiverPark Specific Plan to guide future development on the 702-acre project site; and

WHEREAS, On November 18, 2008, the City Council adopted Ordinance No. 2787, approving Planning and Zoning Permit No. 08-670-03 (Development Agreement No. A-7113) between the owners of the Project site and the City of Oxnard; and

WHEREAS, On November 9, 2010, the City Council adopted the first Development Agreement Amendment which maintained development fees at certain levels for an extended period of time, based on market conditions at the time; and

WHEREAS, in July 2002 the City Council certified Final Environmental Impact Report (FEIR) No. 2000-03 (State Clearinghouse No. 2000051046) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The RiverPark Specific Plan and the anticipated build out of the 702-acre specific plan site. The FEIR No. 00-03 found four areas of significant impacts (Earth Resources-Mineral Resources, Water Quality, Agricultural Resources, and Cultural Resources-Historical Resources); and

WHEREAS, an EIR Addendum was prepared to summarize the site specific technical clarifications with respect to the following impact analysis areas associated with the proposed SPA and Development Agreement Amendment (DAA) Land Use, Aesthetic, Earth Resources, Biological Resources, Water Resources, Transportation and Circulation, Agricultural Resources, Air Quality, Noise, Public Schools, Fire Protection, Police Protection, Parks and Recreation, Solid Waste Management, Library Services, Stormwater Drainage, Water Supply and Distribution, Wastewater Service, Entergy, Cultural Resources, Hazards, Wildfire, and Tribal Cultural Resources. The EIR Addendum concluded that no additional significant impacts were identified in Addendum No. 15 prepared for this Project, nor would the Project substantially increase the severity of previously anticipated significant impacts. No additional mitigation measures are required; and

WHEREAS, the Planning Commission of the City of Oxnard (**"Planning Commission"**) has considered an application for Planning and Zoning Permit No. 20-670-03 (**"Project"**), a second amendment to Development Agreement No. A-7113 (Development Agreement) between the CITY OF OXNARD, a municipal corporation of the State of California (the **"City"**) and OXNARD COASTAL INVESTMENTS, LLC, a California limited liability company and VENTURA LAND

DEVELOPMENT COMPANY, LLC, a California limited liability company (collectively referred to “Applicant” or “Developer” in the record of proceedings) for the development of the Fore Property; and

WHEREAS, the Second Development Agreement Amendment (DAA) shall allow for a time extension, impact fee modifications, define future affordable housing requirements, and off-site maintenance requirements. The proposed changes are set forth in Exhibit A to this Ordinance; and

WHEREAS, on December 16, 2021, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement Amendment (PZ 20-670-03) in accordance with Section 16-575 of the Oxnard City Code; and

WHEREAS, the Planning Commission, after due study, deliberation and a duly noticed public hearing on December 16, 2021, and after it received and reviewed written and oral comments, presented by staff and the Applicant with a series of questions, found that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, pursuant to CEQA Guidelines §15164, the Commission considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, the Planning Commission adopted Resolution 2021-50 recommending that the City Council approve Planning & Zoning Permit No. 20-670-03 (Development Agreement Amendment) with the requirement that the property owner enter into a Project Labor Agreement before the development of the Fore Property proceeds; and

WHEREAS, on March 15, 2022, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the request to approve Planning and Zoning Permit No. 20-670-03 (Development Agreement Amendment), both as originally negotiated with the Applicant and as recommended by the Planning Commission in accordance with the OCC; and

WHEREAS, the City Council received written and verbal comments from the public; and

WHEREAS, pursuant to CEQA Guidelines §15164, the City Council considered Addendum No. 15 with FEIR No. 00-03 and all subsequent addendums prior to making recommendations on the Project; and

WHEREAS, in accordance with Section 15164 of the California Code of Regulations, the City Council has determined that minor changes are proposed to the project for which an FEIR was previously certified; and that an Addendum is the appropriate environmental document to evaluate the minor changes in the Project, and has prepared an Addendum thereto because the proposed changes to the original Specific Plan and DA would not result in any new additional significant impacts, nor would they substantially increase the severity of previously anticipated significant impacts. The City Council has determined that there is no substantial evidence that the Project

would result in new or substantially more severe impacts than those identified in FEIR No. 00-03. Rather, all of the impacts associated with the Project are within the envelope of impacts addressed in the Certified FEIR and do not constitute a new or substantially increased significant impact. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 would occur; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the proposed Development Agreement Amendment is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment E of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement Amendment is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;
2. As outlined in Section 6(d) of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement Amendment is a logical refinement and internally consistent with the adopted Fore Development Agreement; and
3. As determined in the Addendum to FEIR No. 00-03, the proposed Development Agreement Amendment will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare;
4. As outlined in Section 6(c - d) of the Planning Commission Staff report dated December 16, 2021, the proposed Development Agreement in association with the RiverPark Specific Plan Amendment conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this Ordinance that were part of the approval process.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Fore Property Development Agreement

Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Fore Property Development Agreement Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Fore Property Development Agreement Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the development that would be authorized for the project site by the proposed Fore Property Development Agreement Amendment is the best use for the subject project site.

SECTION 6. The City Council determines that the Fore Property Development Agreement Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the Fore Property Development Agreement, the City Council finds and determines the project is in compliance with the California Environmental Quality Act because Addendum No. 15 to FEIR No. 00-03, and Subsequent Addendums was considered by the City Council at the public hearing for the RiverPark Specific Plan Amendment and Development Agreement Amendment. The Addendum to the FEIR No. 00-03 was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. The Addendum is appropriate pursuant to CEQA Guidelines § 15164 since only minor changes and additions to the MND are necessary to address the Project changes and no circumstances exist calling for the preparation of a subsequent environmental impact report pursuant to CEQA Guidelines § 15162 and 15163. With implementation of the FEIR No. 00-03 mitigation measures, there is no substantial evidence that the proposed project will have a significant effect upon the environment.

SECTION 8. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 20-670-03 (Amendment No. 2 to Development Agreement No. A - 7113) to amend the Development Agreement pursuant to Exhibit A, without the recommended action of the Planning Commission, hereto attached.

SECTION 9. Planning and Zoning Permit No. 20-670-03 (Amendment No. 2 to Development Agreement No. A - 7113) is approved to amend the Development Agreement pursuant to Exhibit A, without the recommended action of the Planning Commission, hereto

attached.

SECTION 10. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

SECTION 11. 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 12. The City Clerk shall certify as to the adoption of this Ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3011 was first read on March 15, 2022, and finally adopted on April 5, 2022 to become effective thirty days thereafter.

PASSED and ADOPTED this 5th day of April, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Ordinance No. 3011

Fore Property Development Agreement Amendment No. 2 (PZ 20-670-03)

City Council Hearing Date: April 5, 2022

Page 6 of 6

EXHIBIT A

SECOND DEVELOPMENT AGREEMENT TEXT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Second Amendment") is made in Ventura County, California as of _____, 202__, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California (the "City") and **OXNARD COASTAL INVESTMENTS, LLC**, a California limited liability company and **VENTURA LAND DEVELOPMENT COMPANY, LLC**, a California limited liability company (collectively, "Developer").

RECITALS

- A. Developer is the successor in interest to the owner of that certain real property located in the City and more particularly described in Exhibit 1 attached hereto ("Property"). The Property is located within the boundaries of the City's RiverPark Specific Plan.
- B. The City and the prior owner of the Property entered into that certain Development Agreement dated as of November 18, 2008, and which was recorded against the Property on December 1, 2008, as Instrument No. 20081201-00172496-0 in the Ventura County Recorder's Office and re-recorded against the Property on December 17, 2008, as Instrument No. 20081217-00180417-0 in the Ventura County Recorder's Office (the "Original Development Agreement"), as amended by that certain First Amendment to Development Agreement dated as of November 9, 2010, and recorded against the Property on January 6, 2011, as Instrument No. 20110106-00003776-0 in the Ventura County Recorder's Office (the "First Amendment to Development Agreement"). The Original Development Agreement as amended by the First Amendment to Development Agreement, together with any extensions or amendments approved administratively, are referred to herein collectively as the "Development Agreement."
- C. As of the date of this Second Amendment, Developer is in full compliance with the terms, conditions, and obligations of the Development Agreement, as amended.

- D. The City has recently adopted updated development impact fees (the “2020 Development Impact Fees”) related to the installation of public infrastructure to accommodate future development planned to occur in the City. The bulk of the development within the RiverPark Specific Plan Area has already occurred. In conjunction with such development, the public infrastructure associated with and necessary for the development of the RiverPark Specific Plan has already been constructed.
- E. Developer and the City intend hereby to amend the Development Agreement to establish a mechanism for the payment of certain 2020 Development Impact Fees that are to be applied within the RiverPark Specific Plan area as described below.
- F. Developer and the City each desire to obtain the agreement of one another to the provisions of the Development Agreement, as amended by this Second Amendment.
- G. On December 16, 2021, the Planning Commission held a duly noticed public hearing wherein the Planning Commission reviewed this Second Amendment.
- H. On March 15, 2022, the City Council held a duly noticed public hearing on this Second Amendment in accordance with Government Code Section 65868.
- I. The City Council has given notice of its intention to consider this Second Amendment, has conducted public hearings thereon pursuant to the relevant portions of the Government Code, and has found that the provisions of this Second Amendment are consistent with the City’s General Plan, City zoning ordinances, and the RiverPark Specific Plan, as amended. The City Council has also specifically considered the impacts and benefits of this Second Amendment upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Second Amendment is beneficial to the residents of the City and is consistent with the present public health, safety, and welfare needs of the residents of the City and the surrounding region.
- J. The City has determined that the actions to be taken pursuant to this Second Amendment will not result in environmental impacts which are new or substantially changed from those already analyzed and addressed in the RiverPark FEIR and subsequent addenda, and, therefore has determined that none of the elements set forth in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines exists and therefore has determined, in accordance Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, that no subsequent or supplemental Environmental Impact Report, Negative Declaration or Mitigated Negative Declaration is required to be prepared prior to adopting the Ordinance approving this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Second Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Developer agree as follows:

Section 1. Extension of the Term of the Development Agreement.

The term of the Development Agreement, and in particular Section 2 of the Original Development Agreement, is hereby amended to extend such term through and including July 1, 2028. Therefore, the first sentence of Section 2 of the Original Development Agreement is hereby amended and replaced as follows: “This Agreement shall become operative and commence upon the Effective Date and shall remain in effect through and including July 1, 2028, unless the term is modified by mutual written consent of the City and the Developer.”

Section 2. Application of 2020 Development Impact Fees and Credits Thereon.

In light of the public infrastructure already constructed in conjunction with development on the Project, the City agrees that through July 1, 2028, the maximum amount of any traffic impact fees assessed shall be limited to the rate in effect immediately prior to the City’s adoption of the 2020 Development Impact Fees, which are reflected on the City’s fee chart dated as of September 24, 2018. The City further agrees that the 2020 Development Impact Fees related to the Park Development Fee shall not apply to the Project.

In lieu of the 2020 Development Impact Fees related to the Mobility Fee, the RiverPark Commercial Area Developers shall pay an alternative Mobility Fee based on the project density. Based on the average density of the added residential units of 1.71 persons per residential unit, the alternative Mobility Fee for the Multi-Family residential would be \$1,347.05 per unit. Credits for the reasonable cost of design, engineering, land and construction costs of the public bicycle and pedestrian facilities constructed as part of the buildout of the RiverPark Specific Plan area, not otherwise used to offset mobility fees or other required fees which have already been credited, shall be granted for the alternative Mobility Fee on a first-come, first-served basis among all developers in the RiverPark Specific Plan area. Under no circumstances shall Developer be entitled to a refund of the fee credits or a transfer to a third party (i.e., an entity that does not qualify as Developer or permitted assignee under this Agreement) of the fee credits obtained pursuant to this Section. Developer is not guaranteed that any credits will still be available at the time of the imposition of any fees. Developer shall provide all funding necessary for a mutually agreed upon third party consultant to verify all costs used to obtain fee credits.

The City acknowledges that, as specified in the RiverPark Specific Plan, the Project includes public recreation and open space areas, including parks, trails and other open spaces (collectively, the “Public Recreation Areas”). The City acknowledges that the value of such Public Recreation Areas exceed the Quimby Fees under Government Code Section 66477 and that the City would otherwise be entitled to impose on the Project and that no Quimby Fees or other park-related fees shall be due from Developer in connection with any portion of the Project. This waiver of payment of current and future City Quimby Fees and park-related fees shall remain in effect for the term of this Agreement, including any extensions thereof, or until the initial buildout of the Project occurs, whichever term is longer.

In lieu of the 2020 Development Impact Fees related to the Growth Requirement Capital Fee (aka Growth Development Fee), Developer shall pay an alternative Growth Requirement Capital Fee based on the project density. Based on the average density of the added residential units of 1.65 persons per residential unit, the Growth Requirement Capital Fee for the Multi-

Family residential would be \$2,290 per unit, in full satisfaction of the City's growth development requirements and Resolution Numbers 10,275, 10,996 and 12,975.

Further, the City acknowledges that Developer shall have the option of either: (i) paying a public art fee in the amount of \$0.28 per square foot of the roofed area per building, or (ii) providing art onsite equal in value to the public art fee amount set forth in clause (i) above, in full satisfaction of the City's public art requirements and City Council Resolution 14,124. Developer shall maintain public art installations on the Property in perpetuity, if installed.

Further, Section 6 of the Development Agreement shall be deleted in its entirety and replaced with the following:

"6. Project's Payment of Development Impact and Capital Fees. Except as modified by this Second Amendment, Developer shall pay all development impact and capital fees applicable to the Project at such time and in such manner as is provided in the Development Fees document from the City with an effective date of September 24, 2018. Such existing fees shall be fixed for the term of this Second Amendment. The Existing Fees shall consist of those development impact and capital fees in existence as of September 24, 2018, including but not limited to Sewer Connection Fees, Water System Connection Fees, Water Service and Meter Charges, Storm Drain Fees, Traffic Impact Fees, Undergrounding of Overhead Utility Lines, and Air Quality Impact Fees. The Existing Fees shall only include such fees that are retained by the City and not paid to another governmental agency, and that offset or reimburse the City for the increased impacts on the City's public improvements due to development. Any increase in any fee applicable to such Project shall only be applicable to the Project to the extent that any such fee increase is applied consistently and proportionately in accordance with applicable law."

Section 3. Future Affordable Housing.

The City's Affordable Housing Ordinance (Ordinance 2980) requires that residential projects containing more than ten (10) units shall provide ten percent (10%) of the total number of units as affordable units, with half being affordable to persons of lower income and half being affordable to persons of very low income; however, the City's Affordable Housing Ordinance does not apply to new housing projects located in areas subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as the City's Affordable Housing Ordinance. The City and Developer have agreed to an alternative affordable housing program for the Property subject to this Second Amendment. In lieu of the ten percent (10%) requirement under the City's Affordable Housing Ordinance stated above, all new residential projects developed on the Property after the date of this Second Amendment containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than fifteen percent (15%) of the total number of dwelling units in the project offered for rent at the following levels: five percent (5%) shall be rented at an affordable rent to persons and families of very-low income, five percent (5%) shall be rented at an affordable rent to persons and families of lower income, and five percent (5%) shall be rented at an affordable rent to persons and families of

moderate income, as defined in California Health and Safety Code Sections 50105, 50079.5, 50093, respectively. Upon certificate of occupancy of the for-rent Affordable Housing Units for Very Low, Low and Moderate Income Households each such units shall be rented at rents that are Affordable to Very Low, Low, or Moderate Income Households for a period of fifty-five (55) years. Such units shall otherwise comply with the requirements in the City's Affordable Housing Ordinance. For Moderate Income units, however, the maximum affordable rent shall be calculated as defined in Health and Safety Code 50053(b)(5).

Section 4. Expiration of Town Center Development Agreement.

The City and Developer acknowledge the existence of a "Development Agreement/Oxnard Town Center Project" ("Town Center Development Agreement"), which was entered into between the City and Warmington-Semler Partners, and recorded on October 2, 1986 as Instrument No. 86-137015 in the Ventura County Recorder's Office. The Town Center Development Agreement is an encumbrance against the Property. The City acknowledges and agrees that the Town Center Development Agreement has expired by its terms and is no longer in force and effect. Further, the City acknowledges and agrees that the Town Center Development Agreement has been superseded and replaced by the Development Agreement. The City agrees to take appropriate steps to release the Town Center Development Agreement from the Property.

Section 5. Maintenance Agreement for Access Road with Caltrans.

Developer agrees to enter into a maintenance agreement for the access drive and road located just north of the US 101 (Ventura Freeway) and to the East of Ventura Boulevard ("Access Road") with the City (the "Maintenance Agreement"). The Maintenance Agreement will be entered into after Developer or its assignee secures entitlements for that certain project known as "Fore Riverpark" that is currently pending before the City.

Section 6. Miscellaneous Provisions.

(a) Entire Agreement. Except for the Development Agreement, which this Second Amendment amends, this Second Amendment represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Second Amendment.

(b) Section Headings. The section headings contained in this Second Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(c) Counterparts. This Second Amendment and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(d) Waiver. No waiver of any provision of this Second Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(e) Severability. If any term, covenant, condition or provision of this Second Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of California or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Second Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided that the invalidity or unenforceability of such provision does not adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.

(f) No Reliance on Other Parties. All parties to this Second Amendment declare that, prior to the execution of this Second Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Second Amendment and making the decision to execute it. The parties hereto each represent and acknowledge that in executing this Second Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Second Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Second Amendment.

(g) Construction. The provisions of this Second Amendment shall be liberally construed to effectuate its purpose. The language of this Second Amendment shall be construed according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Second Amendment and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.

(h) Successors and Assigns. This Second Amendment shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

(i) Governing Law. The validity and interpretation of this Second Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

(j) Authorizations. Each party certifies and warrants that all individuals executing this Second Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party shall also indemnify the other parties to this Second Amendment and hold them harmless from any and all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.

(k) Effective Date. After this Second Amendment has been signed by authorized representatives of each of the parties hereto, this Second Amendment shall become effective on the date on which the ordinance approving this Second Amendment becomes operative under Government Code Section 36937.

(l) Definitions. All terms not specifically defined in this Second Amendment shall have the meanings ascribed to them in the Development Agreement.

(m) Impact of Second Amendment on Development Agreement. Unless otherwise specifically amended by this Second Amendment, all provisions of the Development Agreement, as previously amended, shall remain in full force.

(n) Intentionally Omitted.

(o) Recordation of this Second Amendment. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Second Amendment with the Ventura County Recorder's Office within ten (10) days after the mutual execution of this Second Amendment.

Section 7. Section 23 is added the Development Agreement to read as follows:

"23. Selection of Local Subcontractors

In order to promote and maximize the employment of City of Oxnard and Ventura County residents on the Project, Owner, to the extent allowed by law, commits to make a good faith effort to achieve a goal of at least 35% of subcontractors performing Project work be primarily located in Ventura County."

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

[Signatures on following pages]

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date: _____

By: _____

Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Fischer
City Attorney

[Signatures continue on next page]

DEVELOPER:

OXNARD COASTAL INVESTMENTS, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

VENTURA LAND DEVELOPMENT COMPANY,
a California limited liability company

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2022 before me, _____
Notary Public (insert name and title of the officer),

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: _____

[Seal]

EXHIBIT 1

THE PROPERTY

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

LOTS 8 AND 9 OF **TRACT NO. 4334**, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN **BOOK 114, PAGES 62 TO 66** OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER THE PROPERTY HEREIN DESCRIBED, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE THEREOF OR WITHIN OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEED RECORDED IN **BOOK 4723, PAGE 472** OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE REMAINDER OF ALL THE OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER THE RIGHT TO ENTER ON THE SURFACE THEREOF OR WITHIN 500 FEET BENEATH THE SURFACE THEREOF AS RESERVED IN THE DEEDS RECORDED DECEMBER 3, 1986 AS **INSTRUMENT NO. 86-175822 THROUGH 86-175828**, OF OFFICIAL RECORDS.

Assessor's Parcel Number: **132-0-100-085 & 132-0-100-095**



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: April 5, 2022
TO: City Council
FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org
SUBJECT: Amendment to Resolution Authorizing Full-Time Equivalent Positions.

RECOMMENDATION

That the City Council adopt a resolution to amend Resolution 15,470 Authorizing Full-Time Equivalent Positions Pursuant to Chapter 4 of the City Personnel Rules and Regulations to include the positions approved under the First Amendment to the Agreement with the Oxnard School District (OSD) for the operations of the Oxnard After School Education and Safety (ASES) Grant (A-8318).

BACKGROUND

At the City Council Meeting on February 15, 2022 (item N.1), the Council approved (7-0) the First Amendment to agreement A-8318 with the Oxnard School District (OSD) for the operations of the Oxnard After School Education and Safety (ASES) Grant. This amendment extended the agreement expiration date by one year to June 30, 2023 and increased the amount the City receives from OSD by \$5,030,000 for a total agreement value of \$7,780,000.

The increase in funding included an increase to the necessary full-time staffing levels beginning FY 2021-22 from:

- one (1) Recreation Coordinator and
- three (3) Recreation Leader III positions

to consist of the following full-time staff positions:

- one (1) Recreation Supervisor,
- three (3) Recreation Coordinators, and
- twenty (20) Recreation Leader III's.

Although Council approved the First Amendment to A-8318, on February 15, 2022 the implementing resolution was not attached to that Council report. Therefore, staff is returning to Council with an amendment to Resolution 15,470 to create the additional positions that are part of the First Amendment to A-8318. Upon approval of this resolution, the recruitment and hiring process can begin.

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

This resolution has no financial impact in and of itself. The financial impact of the amended ASES grant was presented to City Council on February 15, 2022: "Amendment to an Agreement with the Oxnard School District (A-8318) for the Operations of the After School Education and Safety Grant (ASES)".

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. Amend Position Resolution 15470 - CCS-Recreation-Afterschool FY22

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,470 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS
PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS. Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification: and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE. the City Council of the City of Oxnard resolves to amend Resolution No. 15,470 with the following changes to the adopted FY 21/22 position allocations as specified, subject to approval of a budget appropriation for the revised allocation:

<u>Department</u>	<u>Title</u>	<u>Adopted</u> <u>21/22</u>	<u>Proposed</u> <u>Change</u>	<u>New</u> <u>Allocation</u>
Cultural & Community Services	Recreation Supervisor	4	1	5
	Recreation/Human Serv Coord	14	2	16
	Recreation/Human Serv LDR III	28.75	17	45.75
GRAND TOTAL		46.75	20	66.75

PASSED AND ADOPTED this 5th day of April 2022, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.1

DATE: April 5, 2022

TO: City Council

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

SUBJECT: Public Hearing for Issuance of Exempt Facility Bonds for the Homeless Solutions Center. (0/10/10)

RECOMMENDATION

That the City Council:

1. Hold a public hearing regarding the issuance by the California Statewide Communities Development Authority ("CSCDA") of up to \$32,000,000 of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 to finance the acquisition, rehabilitation and development of a multi-family rental housing projected located at 241 West Second Street, Oxnard, California (the "Project"); and
2. Adopt a resolution approving the issuance of bonds by CSCDA for the benefit of Community Development Partners in the development of the Homeless Solutions Center, such adoption for the purposes of satisfying the requirements of the Tax Equity Fiscal Responsibility Act, the Code and California Government Code Section 6500.

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

BACKGROUND

The 2nd and B L.P., or a partnership of which Community Development Partners (the "Developer") or a related person to the Developer is the general partner, is presenting an application to the California Statewide Communities Development Authority (CSCDA) for a bond issuance to finance the acquisition, rehabilitation, and development of a project at 241 West Second Street, Oxnard ("the Project"). The Developer has requested that the CSCDA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$32,000,000 of Exempt Facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986.

DISCUSSION

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Oxnard must conduct a public hearing under the Tax Equity Fiscal Responsibility Act (the "TEFRA Hearing") providing members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to the TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The California Statewide Communities Development Authority (CSCDA) was created in 1988 pursuant to California's Joint Exercise of Powers Act to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects. Currently, more than 500 cities, counties and special districts have become Program Participants to CSCDA, which serves as their conduit issuer and provides access to an efficient mechanism to

finance locally-approved projects.

Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

The bond financing will permit the Developer to acquire, construct, and develop a multi-family housing project consisting of fifty-five permanent supportive housing units plus one unrestricted manager's unit, a congregate shelter of up to 110 beds and office space for leasing and supportive services, which are to be occupied by low and extremely-low income individuals.

Inasmuch as the property currently has no housing units, the Developer advises that no existing tenant families will be displaced as a consequence of the issuance of the Bonds.

STRATEGIC PRIORITIES

This agenda item is presented under the City Council Strategic Priorities of Quality of Life and Economic Development. Completion of this project will replace a long-vacant building and provide a visible upgrade to the neighborhood.

FINANCIAL IMPACT

There is no financial impact to the City in connection with the City Council's adoption of a resolution approving the issuance of the bonds by the CSCDA. There are no costs associated with participation in the CSCDA, and the City will not bear any responsibility for the tax-exempt status of the interest on the Bonds, the debt service on the Bonds or any other matter related to the Bonds.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Resolution
2. PowerPoint Presentation.HSC.TEFRA

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY OF EXEMPT FACILITY BONDS
FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR 2ND & B
APARTMENTS**

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies throughout the State of California, including the City of Oxnard (the “City”), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, 2nd & B LP or a partnership of which Community Development Partners (the “Developer”) or a related person to the Developer is the general partner, has requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$32,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction and development of a multifamily rental housing project located at 241 West 2nd Street, Oxnard, California (the “Project”); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the “applicable elected representative” of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this “City Council”) are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the “Refunding Bonds”), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

Section 1 The above recitals are true and correct.

Section 2 The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3 The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4 The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any fund whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5 The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 6. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Oxnard at a regular meeting of said Council held on the 5th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

TEFRA HEARING FOR STATE BOND ISSUANCE

Second and B Street Apartments

Emilio Ramirez, Director
Housing Department
City Council
April 5, 2022

TEFRA HEARING

1. Developer applying for issuance of \$32,000,000 of tax-exempt Multi-Family Housing Revenue Bonds from California Statewide Communities Development Authority (CSCDA)
2. The purpose is to finance acquisition, rehabilitation, and development of the Homeless Solutions Center at 241 West Second Street
3. Public hearing under Tax Equity Fiscal Responsibility Act (TEFRA) is required when State Bonds are sought for construction or rehabilitation of housing
4. TEFRA hearing to provide for community input on bond issuance hosted by City Council of city where project is located
5. Bonds are issued by CSCDA (not by local government)

THE HOMELESS SOLUTIONS CENTER

1. When completed, Project will provide 55 units of Permanent Supportive Housing, and 110 shelter beds for low-income and extremely low-income persons
2. No current residents or housing units on site
3. Not a project of the City of Oxnard or the Oxnard Housing Authority
4. Bonds issued by state CSCDA
5. No City financial obligation or liability arising from state bond issuance
6. Sole obligation of the City of Oxnard relative to the bond issuance is to host this TEFRA hearing to receive public comment

COMMUNITY DEVELOPMENT PARTNERS

1. The Homeless Solutions Center will be developed by Community Development Partners
2. Developer representative available to answer questions



RECOMMENDATION

That the City Council:

1. Hold a public hearing regarding the issuance by the California Statewide Communities Development Authority of up to \$32,000,000 of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 to finance the acquisition, rehabilitation and development of a multi-family rental housing projected located at 241 West Second Street, Oxnard, California (the “Project”); and
2. Adopt a resolution approving the issuance of bonds.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.2

DATE: April 5, 2022

TO: City Council

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

SUBJECT: Public Hearing for Issuance of Exempt Facility Bonds for the Central Terrace Apartments. (0/10/10)

RECOMMENDATION

That the City Council:

1. Hold a public hearing regarding the issuance by the California Municipal Finance Authority ("CMFA") of up to \$30,000,000 of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 to finance or refinance the acquisition, development, construction, and equipping of an 87-unit multi-family rental housing facility for low-income households to be located at 217-235 East Sixth Street, Oxnard, California (the "Project"); and
2. Adopt a resolution approving the issuance of the bonds by CMFA for the benefit of Many Mansions, a California Non-Profit Corporation, to provide for financing of the Project, such adoption for the purpose of satisfying the requirements of the Tax Equity Fiscal Responsibility Act, the Code and the California Government Code Section 6500.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/rk3NFPm5uWU>

BACKGROUND

Many Mansions, a California Non-profit Corporation, seeks to develop an eighty-seven-unit multi-family rental housing facility for low-income households to be located at 217-235 East Sixth Street (the "Project"). In order to secure financing for the Project, Many Mansions is presenting an application to the California Municipal Finance Authority (the "CMFA"), in an aggregate principal amount not to exceed \$30,000,000 of tax-exempt revenue bonds.

DISCUSSION

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Oxnard must conduct a public hearing under the Tax Equity Fiscal Responsibility Act (the "TEFRA Hearing") providing members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to the TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The proceeds of the Bonds will be used to finance and refinance the acquisition, construction, improvement and equipping of the eighty-six affordable rental housing units plus one unrestricted manager's unit, common space, and office space ("the Project"). The Sponsor, or a limited partnership or other entity to be created by the Sponsor or an affiliate of the Sponsor for the purpose of owning the project described herein (such limited partnership or other entity referred to herein as the "Borrower"), has requested that the CMFA serve as the municipal issuer of the Bonds, and seeks

adoption of the resolution for the sole purpose of satisfying the requirements of TEFRA, the Code, and the California Government Code Section 6500 et seq.

The California Municipal Finance Authority (CMFA) was created on January 1, 2004 pursuant to a Joint Exercise of Powers Agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 300 municipalities have become members of CMFA, including the City of Oxnard.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financing.

Inasmuch as the property currently has no housing units, the Developer advises that no existing tenant families will be displaced as a consequence of the issuance of the Bonds.

STRATEGIC PRIORITIES

This agenda item is presented under the City Council Strategic Priorities of Quality of Life and Economic Development. Completion of this project will provide much-needed affordable housing and provide a visible upgrade to the neighborhood.

FINANCIAL IMPACT

There is no financial impact to the City in connection with the City Council's adoption of a resolution approving the issuance of the bonds by the CMFA. There are no costs associated with participation in the CMFA, and the City will not bear any responsibility for the tax-exempt status of the interest on the Bonds, the debt service on the Bonds or any other matter related to the Bonds.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. PowerPoint Presentation
2. Resolution

TEFRA HEARING FOR STATE BOND ISSUANCE

Central Terrace Apartments

Emilio Ramirez, Director
Housing Department
City Council
April 5, 2022

TEFRA HEARING

1. Developer applying for issuance of \$30,000,000 of tax-exempt Multi-Family Housing Revenue Bonds from California Municipal Finance Authority (CMFA)
2. Purpose: finance the development, construction and equipping of rehabilitation of Central Terrace Apartments, an 87-unit multi-family rental housing facility for low-income households (217-235 East Sixth Street)
3. Public Hearing under Tax Equity Fiscal Responsibility Act (TEFRA) required when State Bonds are sought for construction or rehabilitation of housing
4. TEFRA Hearing to provide for community input on bond issuance hosted by City Council of city where project is located
5. Bonds are issued by CMFA (not by local government)

CENTRAL TERRACE APARTMENTS

1. When completed, Project will provide 86 affordable housing units
2. No current residents or housing units on site
3. Not a project of the City of Oxnard or the Oxnard Housing Authority
4. Bonds issued by state CMFA
5. No City financial obligation or liability arising from state bond issuance
6. Sole obligation of the City of Oxnard relative to the bond issuance is to host TEFRA hearing to receive public comment

MANY MANSIONS

1. The Central Terrace Apartments will be developed by Many Mansions
2. Developer representative available to answer questions



RECOMMENDATIONS

That the City Council:

1. Hold a public hearing regarding the issuance by the California Municipal Finance Authority (“CMFA”) of up to \$30,000,000 of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 to finance or refinance the acquisition, development, construction, and equipping of an 87-unit multi-family rental housing facility for low-income households to be located at 217-235 East Sixth Street, Oxnard, California (the “Project”); and
2. Adopt a resolution approving the issuance of the bonds by CMFA for the benefit of Many Mansions, a California Non-profit Corporation (the “Sponsor”), to provide for the financing of the Project, such adoption being solely for the purposes of satisfying the requirements of TEFRA, the Code, and California Government Code Section 6500 (and following).

TEFRA RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 TO FINANCE AND REFINANCE AN 87-UNIT MULTIFAMILY HOUSING FACILITY FOR THE BENEFIT OF A LIMITED PARTNERSHIP OR ANOTHER ENTITY TO BE CREATED BY MANY MANSIONS, A CALIFORNIA NONPROFIT CORPORATION (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Many Mansions, A California Nonprofit Corporation (the “Sponsor”), on behalf of a limited partnership or another entity to be created by the Sponsor or an affiliate of the Sponsor for the purpose of owning the project described herein (such limited partnership or other entity being referred to herein as the “Borrower”), has requested that the California Municipal Finance Authority (the “Authority”) issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$30,000,000 (the “Bonds”), including but not limited to revenue bonds issued as part of a plan to (1) finance and refinance the acquisition, construction, improvement and equipping of an 87-unit multifamily rental housing facility for low-income households (the “Project”) to be owned and operated by the Borrower and located at 217-235 E. 6th Street in the City of Oxnard, California (the “City”), and (2) pay certain expenses in connection with the issuance of the Bonds; and

WHEREAS, an “applicable elected representative” of a jurisdiction in which the Project is to be located is required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is an “applicable elected representative” for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oxnard as follows:

Section 1 The foregoing recitals are true and correct.

Section 2 The City Council hereby approves the issuance of the Bonds by the Authority, including but not limited to Bonds issued as part of a plan to finance and refinance the facilities described herein. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority for the Project, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3 The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4 The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5 The Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111

Section 6. This resolution shall take effect immediately upon its adoption.

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PASSED AND ADOPTED by the City Council of the City of Oxnard this ____ day of _____, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: April 5, 2022

TO: City Council

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

SUBJECT: Police Department Update. (0/10/10)

RECOMMENDATION

That the City Council receive and file a verbal update report from the Police Department.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/sAi7ghbdmGc>

BACKGROUND

This agenda item involves a verbal report to the City Council from Police Chief Jason Benites. This report is pre-recorded so that it is compliant with Measure M.

In his report, Chief Benites provides updates to the City Council that include the following topics:

1. Recent and current Police Department-related activities
2. Police Department priorities (as related to internal, Department priorities, and public safety-related City Council priorities)
3. Crime in Oxnard
4. Traffic safety in Oxnard
5. Neighborhood policing efforts
6. Recruiting and staffing

STRATEGIC PRIORITIES

This agenda item supports the 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: Jason Benites, Police Chief

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: April 5, 2022

TO: City Council

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

SUBJECT: Homeless Division Update. (25/20/15)

RECOMMENDATION

That the City Council receive and file a verbal update report on the Homeless Division. The update will be provided live at the City Council meeting.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/h6LtQAQNJuM>

BACKGROUND

Addressing homelessness was prioritized as part of the City Council's May 17, 2016 adoption of business plans covering four strategic priority areas for fiscal years 2016-2017 and fiscal year 20-17 -2018. The business plans helped guide decisions about the allocation of resources and ensured that staff work was aligned with the priorities that the Council determined were important to the community. The Council's 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.

The 2016 "Quality of Life" strategy included the goal to "Address homelessness through the development and implementation of a multi-tiered strategy". As part of that goal, the City hired its first dedicated homeless services staff person, a Homeless Services Coordinator, in 2017, and adopted the "Homeless Five-Year Plan and Strategy" in 2018. The Five-Year Homeless Plan and Strategy primary outcome is to establish a comprehensive system and program that prevents and reduces homelessness in the City of Oxnard. That plan laid out the following goals:

- 1) Increase and Strengthen Community Partnerships and Alliances
- 2) Effectively Coordinate Street Outreach
- 3) Coordinate efforts to reduce vagrancy and chronic transient behavior
- 4) Operate a Year-Round Emergency Shelter and Navigation Center
- 5) Increase Emergency Sheltering for Adults with Children
- 6) Connect Social Services with Mental Health Services for Homeless
- 7) Develop Temporary and Permanent Housing Choices for Homeless
- 8) Provide Follow-up Program Services for Homeless Clients Placed in Housing

Since 2018, the City has been diligently pursuing these goals, and continues to focus on addressing both the short-term needs of homeless persons and developing and implementing strategies and resources to produce permanent housing and services that increase housing stability.

DISCUSSION

The verbal update will cover the following topics:

1. Background on the Homeless Division
2. Housing First
3. Homelessness in Oxnard
4. Inter-Department Collaboration
5. City Funded Homeless Services
6. Housing Solutions
7. Community Partnerships

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Presentation

Homeless Division Update

City Council
Emilio Ramirez
Housing Director

Homeless Division Update

1. Background of the Homeless Division
2. Homelessness in Oxnard
3. Inter-Department Collaboration
4. City Funded Homeless Services
5. Housing Solutions
6. Community Partnerships





QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: April 5, 2022

TO: City Council

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

SUBJECT: Authorization for the Housing Department to Execute HOME Loan Agreement and Other Necessary Documents with Cabrillo Economic Development Corporation for the Etting Road Affordable Housing Development. (0/15/10)

RECOMMENDATION

That the City Council adopt a resolution authorizing the Housing Director to execute a loan agreement (and any and all related documents thereto) with Cabrillo Economic Development Corporation in the amount of \$1,854,000 using federal HOME Investments Partnership Program funds for the construction of a fifty-eight affordable multi-family rental units, known as the Etting Road Apartments (2161 Etting Road).

Please click the following link to view the required Measure M pre-recorded presentation video:
<https://youtu.be/GmJrfU2DHjk>

BACKGROUND

The City of Oxnard receives an annual allocation of approximately \$800,000 in HOME funds from the Department of Housing and Urban Development for the financing of affordable housing development. Fifteen percent of these funds must be set-aside for the production of affordable housing by a Community Housing Development Organization. Cabrillo Economic Development Corporation (CEDC) is a Community Housing Development Organization certified by the City of Oxnard under the HOME program.

Cabrillo Economic Development Corporation is a non-profit housing organization that works to provide affordable housing to low-income households for sale or for rent. For the past thirty-eight years the Cabrillo Economic Development Corporation has been one of the leading nonprofit housing developers in Ventura County and currently manages twenty-three owned properties in Ventura County totaling 1,129 apartments, including two senior housing communities in the City of Santa Paula and Simi Valley, and three special needs housing developments in Oxnard. Cabrillo Economic Development Corporation proposes to develop and operate the Etting Road Apartments.

CEDC received Design Development Review Permit approval for the 42 apartment units (Etting Road Apartments) on June 27, 2018 and received approval of a Density Bonus Permit on August 2, 2018, granting them three concessions. The project is located on an All-Affordable Housing Opportunity Program designated site, allowing for a density of up to forty-eight units per acre. On July 1, 2021, the Etting Road Apartments returned to the Planning Commission and received approval for a major modification to their Design Development Review and Density Bonus Permits to increase the number of units from forty-two to fifty-eight units.

The Etting Road Apartments development will be arranged as one complex separated into four building quadrants three stories in height. All of the units are designed as stacked flats. One of the four buildings will contain housing units and a community center. The development will be comprised of nineteen one-bedroom units, twenty-one two-bedroom units, and eighteen three-bedroom units, including one two-bedroom manager's unit. The units will range from 735 to 1,083 square feet. Each unit will have a patio and storage area. On-site amenities will include a 2,000

square foot community room that will include a computer room, property management office, resident services office, and kitchenette. The project will be developed with a community garden space, a play area and tot lot, two detached trash enclosures, and two carports. The fifty-eight affordable rental units, including one manager's unit, will target farmworker families earning 30%, 45%, and 50% of area median income.

DISCUSSION

CEDC submitted a HOME Investments Partnership Program funding application for \$1,000,000 to provide a gap financing loan for the construction of the 42 unit Etting Road Apartments. On June 16, 2020 the City Council granted a six-month conditional approval of said funding, which was set to expire on December 31, 2020. On December 15, 2020, the Etting Road Apartments returned to City Council and received a one-year extension to the previously granted conditional approval of HOME gap-financing. CEDC did not receive additional outside funding, so they let the \$1M in HOME funding expire.

After receiving City approval to increase the number of units of their project from 42 units to 58 units, CEDC reapplied for HOME funds. With the increased number of units, and to make their application for additional outside funding sources more competitive, they increased their HOME request to \$1,854,000. The HOME funds will support a financial gap of \$1,854,000 for the development of fifty-eight extremely low and very low-income rental units, including one unrestricted manager's apartment.

Staff seeks authorization for the Housing Director to execute the HOME Loan Agreement and companion necessary documents with Cabrillo Economic Development Corporation. The HOME Loan Documents provide the following terms:

1. Loan amount of \$1,854,000;
2. 3% simple interest;
3. Loan and Regulatory agreement terms of fifty-five years; and
4. Repayment of the City Loan will be on a residual receipts basis to be paid after all operating expenses, reserves, debt service with mandatory payments, investor management fee, deferred developer fee, and partnership management fee, with 50% of the residual receipts split pro-rata among all soft lenders based on the original principal amount of each soft lender loan.

The development will have eleven HOME restricted units for fifty-five years, including the added thirty-five years required by the density bonus concessions. The HOME-assisted units will require financial reporting and analysis annually to comply with HOME program regulations. Monitoring fees for the twenty years of the HOME program are included in the Developer's Budget and Pro-forma.

The total cost of the project is estimated to be \$34,447,202.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact to the General Fund for adoption of this recommendation. The current balance of the HOME funds is approximately \$3.2M. The HOME program account has sufficient funds to lend the \$1,854,000 to Cabrillo Economic Development Corporation.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. PowerPoint Presentation
2. HOME Loan Agreement Resolution
3. Draft HOME Loan Agreement_
4. Draft City of Oxnard HOME Preliminary Award Letter (Etting Road Apartments)

ETTING ROAD APARTMENTS CABRILLO ECONOMIC DEVELOPMENT CORPORATION

EMILIO RAMIREZ, DIRECTOR
HOUSING DEPARTMENT
CITY COUNCIL
APRIL 5, 2022

CABRILLO ECONOMIC DEVELOPMENT CORPORATION

The mission of the Cabrillo Economic Development Corporation is to provide comprehensive housing services and community economic development activities, through a community building approach, that facilitate self-sufficiency for individuals and families who are most lacking in opportunity in Ventura and Santa Barbara Counties and adjacent areas in Los Angeles County.



ETTING ROAD APARTMENTS



BACKGROUND OF THE PROJECT

1. Design Development Review approval on June 27, 2018
2. Density Bonus Permit approval on August 2, 2018
3. An All-Affordable Housing Opportunity Program designated site
4. June 16, 2020 City Council approved a conditional loan of \$1,000,000
5. The conditional loan expired in December 2021
6. July 1, 2021 Planning Commission approved increase from 42 to 58-units

PROPOSED HOME LOAN AGREEMENT

The HOME Loan Documents provide the following terms for the City Loan

1. Loan amount of \$1,854,000
2. 3% simple interest
3. Loan and Regulatory agreement terms of fifty-five years
4. Residual receipts loan repayment
5. The development will have a minimum of eleven HOME restricted units

DEVELOPMENT BUDGET

Source of Funds	Amount
City of Oxnard	\$1,854,000
Joe Serna Farmworker Housing	\$5,000,000
Veteran Housing and Homeless Prevention Program	\$2,788,410
California Community Reinvestment Corporation	\$4,509,904
County of Ventura	\$380,000
General Partner Equity	\$1,500,000
Equity Investor	\$18,188,500
TOTAL	\$34,220,914

RECOMMENDATION

That the City Council adopt a resolution authorizing the Housing Director to execute a loan agreement (and any and all related documents thereto) with Cabrillo Economic Development Corporation in the amount of \$1,854,000 using federal HOME Investments Partnership Program funds for the construction of a fifty-eight affordable multi-family rental units, known as the Etting Road Apartments.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING
THE HOUSING DIRECTOR TO EXECUTE A HOME LOAN AGREEMENT AND
COMPANION NECESSARY DOCUMENTS WITH CABRILLO ECONOMIC
DEVELOPMENT CORPORATION FOR THE ETTING ROAD APARTMENTS

WHEREAS, The Housing Department is requesting authorization to enter into and execute a HOME Loan Agreement, and companion necessary documents related to the Loan Agreement, with Cabrillo Economic Development Corporation, a nonprofit public benefit corporation ("CEDC"), (as the Project sponsor) in the amount of One Million Eight Hundred and Fifty-Four Thousand Dollars (\$1,854,000) (the "City Loan Agreement") to develop approximately fifty-eight units of affordable lower income rental units at 2161 Etting Road ("Project") in the City which will provide increased affordable housing opportunities in the City; and

WHEREAS, the Loan Documents will provide the following terms for the City Loan (the "City Loan Terms"): (a) 3% simple interest; (b) loan and regulatory agreement terms of fifty-five years after the closing on the permanent financing for the Project; and (c) repayment of the City Loan will be on a residual receipts basis to be paid after all operating expenses, reserves, debt service with mandatory payments, investor management fee, deferred developer fee, and partnership management fee, with 50% of the residual receipts split pro-rata among all soft lenders based on the original principal amount of each soft lender loan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The above Recitals are hereby incorporated into the operative provisions of this Resolution.

SECTION 2. The City's Housing Director is authorized to enter into and execute the City Loan Agreement in the amount of \$1,854,000 with the Cabrillo Economic Development Corporation.

SECTION 3. The City Loan Agreement terms will be as follows: (a) 3% simple interest; (b) loan and regulatory agreement terms of fifty-five years after the closing of permanent financing for the Project; and (c) repayment of the City Loan will be on a residual receipts basis to be paid after all operating expenses, reserves, debt service with mandatory payments, investor management fee, deferred developer fee, and partnership management fee, with 50% of the residual receipts split pro-rata among all soft lenders based on the original principal amount of each soft lender loan;

SECTION 4. The Housing Director is authorized to execute any other form of document required by any lender, investor, regulator or other third party involved in the transaction, so long as the Housing Director, in coordination with the City Attorney, determines that the substance of such resolution does not materially conflict with the substance and intent of this Resolution.

SECTION 5. 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 ____ day of ____, 2022:

I hereby certify that the foregoing is a true copy of the Resolution adopted by the City Council of the City of Oxnard at a meeting held on the ____ day of ____, 2022 and carried by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

HOME LOAN AGREEMENT

Between

CITY OF OXNARD

and

ETTING ROAD LP

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. DEFINITIONS AND EXHIBITS.....	2
Section 1.1 Definitions.	2
Section 1.2 Exhibits.	7
ARTICLE 2. LOAN PROVISIONS.....	7
Section 2.1 Loan.	7
Section 2.2 Interest.	7
Section 2.3 Use of Loan Funds.....	7
Section 2.4 Security.	7
Section 2.5 Conditions Precedent to Disbursement of Loan Funds.	8
Section 2.6 Repayment Schedule.	8
Section 2.7 Non-Recourse.	9
Section 2.8 Subordination.....	9
ARTICLE 3. CONSTRUCTION OF THE IMPROVEMENTS	10
Section 3.1 Schedule of Performance.....	10
Section 3.2 Permits and Approvals.....	10
Section 3.3 Commencement of Construction.	10
Section 3.4 Completion of Construction.	10
Section 3.5 Compliance with Applicable Laws.....	10
Section 3.6 Equal Opportunity.	12
Section 3.7 Minority and Women-Owned Contractors.	12
Section 3.8 Construction Responsibilities.	13
Section 3.9 Mechanics Liens, Stop Notices, and Notices of Completion.	13
Section 3.10 Inspections.	13
Section 3.11 Approved Financing Plan.	14
Section 3.12 Development Fee.....	14
Section 3.13 Marketing Plan.....	14
ARTICLE 4. LOAN REQUIREMENTS	15
Section 4.1 HOME Match and Per Unit Subsidy Requirement.....	15
Section 4.2 Financial Accountings and Post-Completion Audits.....	15
Section 4.3 Annual Operating Budget.	15
Section 4.4 Information.	16
Section 4.5 Records.	16
Section 4.6 City Audits.....	17
Section 4.7 HOME Requirements.	17
Section 4.8 Hazardous Materials.	22
Section 4.9 Maintenance and Damage.....	23
Section 4.10 Fees and Taxes.....	23
Section 4.11 Operation of Development as Affordable Housing.	24
Section 4.12 Nondiscrimination.	24
Section 4.13 Transfer.....	25

TABLE OF CONTENTS

	<u>Page</u>
Section 4.14 Insurance Requirements.....	26
Section 4.15 Anti-Lobbying Certification.	26
Section 4.16 Affordability and Project Monitoring.....	27
ARTICLE 5. DEFAULT AND REMEDIES.....	27
Section 5.1 Events of Default.	27
Section 5.2 Remedies.....	29
Section 5.3 Right of Contest.....	30
Section 5.4 Remedies Cumulative.....	30
Section 5.5 Limited Partner Cure Rights.....	30
ARTICLE 6. GENERAL PROVISIONS	30
Section 6.1 Relationship of Parties.....	30
Section 6.2 No Claims.	31
Section 6.3 Indemnification.....	31
Section 6.4 Non-Liability of City Officials, Employees and Agents.	31
Section 6.5 No Third Party Beneficiaries.....	31
Section 6.6 Conflict of Interest.....	31
Section 6.7 Notices, Demands and Communications.....	32
Section 6.8 Amendments.....	33
Section 6.9 Action by City.....	33
Section 6.10 Applicable Law and Venue.....	34
Section 6.11 Parties Bound.....	34
Section 6.12 Attorneys' Fees.....	34
Section 6.13 Severability.....	34
Section 6.14 Force Majeure.....	34
Section 6.15 Waivers.....	35
Section 6.16 Title of Parts and Sections.....	35
Section 6.17 Entire Understanding of the Parties.....	35
Section 6.18 Multiple Originals; Counterpart.....	35
Section 6.19 Limited Partner Rights.....	35
Exhibit A: Legal Description of the Property	

HOME LOAN AGREEMENT

This HOME Loan Agreement (the "**Agreement**") is dated as of [May 1, 2022] (the "**Effective Date**"), and is made between the City of Oxnard, a municipal corporation of the State of California (the "**City**") and Etting Road LP, a California limited partnership (the "**Borrower**"). The City and the Borrower shall collectively be referred to hereinafter as the "**Parties**".

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The City has received Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("**HUD**") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("**HOME Funds**"). The HOME Funds must be used by the City in accordance with 24 C.F.R. Part 92 (the "**HOME Regulations**").

C. The Borrower owns that certain real property located at 2161 Etting Road, Oxnard, California 93033, as more particularly described in Exhibit A (the "**Property**"). Borrower intends to construct fifty-eight (58) units of affordable housing, including one (1) manager's unit, (the "**Improvements**") on the Property. The Property and the Improvements are collectively referred to as the "**Development**."

D. Borrower desires to borrow from the City and the City desires to lend Borrower One Million Eight Hundred and Fifty-Four Thousand Dollars (\$1,854,000) of HOME Funds (the "**Loan**") for eligible activities for the Development as allowed under 24 C.F.R. 92.206. The Loan will be evidenced by the Note and secured by the Deed of Trust, as defined below.

E. The Loan is being made to finance the construction costs associated with the Development. The Development will increase the supply of affordable rental housing in City of Oxnard. Due to the assistance provided to Borrower pursuant to this Agreement, the City has classified fifty-eight (58) units as HOME-assisted units (each such unit a "**HOME-Assisted Unit**"), which Units are "floating" Units as defined in 24 C.F.R. 92.252(j). The HOME-Assisted Units are required to include nineteen (19) one-bedroom Units, twenty-one (21) two-bedroom Units, and eighteen (18) three-bedroom Units. One two-bedroom unit shall be the manager's unit.

The Parties therefore agree as follows:

AGREEMENT

ARTICLE 1.

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) **"Affiliate"** means an entity that is Controlling or Controlled by Borrower.

(b) **"Agreement"** means this HOME Loan Agreement, as such may be amended from time to time.

(c) **"AHDDLA"** means the Affordable Housing Disposition, Development and Loan Agreement, dated as of [May 1, 2022], between the City and the Borrower's predecessor-in-interest, as assigned to Borrower.

(d) **"Annual Operating Expenses"** means with respect to a particular calendar year the following costs reasonably and actually incurred for operation and maintenance of the Development, using generally accepted accounting principles: debt service currently due on a non-optional basis (excluding debt service due from residual receipts, cash flow or surplus cash of the Development) on loans associated with development of the Development and approved by the City in the Approved Financing; property and other taxes and assessments imposed on the Development; premiums for property damage and liability insurance; utility services not paid for directly by tenants, including water, sewer, trash collection, gas, and electricity; maintenance and repair, including but not limited to, pest control, landscaping and grounds maintenance, painting and decorating, cleaning, common systems repairs, general repairs, janitorial supplies and maintenance oversight fee; any annual license or certificate of occupancy fees required for operation of the Development; general administrative expenses including, but not limited to, advertising and marketing, security services and systems, professional fees for legal, audit, accounting and tax returns; bookkeeping fees, property management fees not to exceed eight percent (8%) of gross revenues from the Development plus reimbursements including on-site manager costs and reimbursements which are standard in the industry; reasonable fees for any services required to be provided by CDLAC pursuant to the Tax-Exempt Bond Allocation or TCAC pursuant to the Tax Credit Reservation, or otherwise required by CDLAC or TCAC, or any other lender set forth on the Financing Plan; any fees or costs in connection with resident/social services provided; social services oversight fee in a reasonable amount given comparable fees for such services at that time; cash deposited into a reserve for capital replacements of Development improvements in such reasonable amounts as are approved by Senior Lenders to the Development and the Investor Limited Partner; any current and accrued annual asset management fee, or similar fee, paid to Investor Limited Partner or its designee, with annual earnings in an amount not to exceed Seven Thousand Dollars (\$7,000) increasing annually by three percent (3%); any current and accrued annual partnership management fee, or similar fee, paid to the managing general partner of the Borrower, with annual earnings in an amount not to exceed Thirty-Three Thousand Dollars (\$33,000) increasing annually by three percent (3%); payment of any previously unpaid portion of the Development Fee due (with interest at a rate not to exceed the applicable federal rate) not exceeding a cumulative amount of the Development Fee as set forth in Section 4.6 of the AHDDLA; cash deposited into an operating reserve in such reasonable amounts as are approved by Senior Lenders to the Development and the Investor Limited Partner; capital adjusted under the Partnership Agreement; repayment of any advances or loans made by a partner to fund operating shortfalls; extraordinary operating costs specifically approved by the City; and other ordinary and reasonable operating expenses not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account.

(e) **"Annual Payment"** has the meaning set forth in Section 2.6(a).

(f) **"Approved Financing"** means all of the following loans, grants and equity obtained by Borrower and approved by the City in the Approved Financing Plan for the purpose of financing the Development, which include the following loans: loan(s) from Wells Fargo Community Lending and Investment in the approximate amount of \$21,588,037, a loan from California Community Reinvestment Company in the approximate amount of \$4,509,904, the City Loans, a loan from the County of Oxnard in the approximate amount of \$380,000, a loan from the Veterans Homeless Housing Program in the approximate amount of \$2,788,410, a loan from the Joe Serna, Jr. Farmworker Housing Grant Program in the approximate amount of \$5,000,000, any other financing approved by City in writing, and any refinancing of any such loan in an amount not to exceed the then outstanding principal balance of such loan plus closing costs.

(g) **"Approved Financing Plan"** means the financing plan approved by the City pursuant to the AHDDL. A.

(h) **"Borrower"** has the meaning set forth in the first paragraph of this Agreement.

(i) **"CDLAC"** means the California Debt Limitation Allocation Committee or successor in function.

(j) **"Certificate of Completion"** means the final Certificate of Completion issued by the City on the Completion of Construction of the Development as provided under the AHDDL. A.

(k) **"City"** has the meaning set forth in the first paragraph of this Agreement.

(l) **"City Council"** means City of Oxnard's City Council.

(m) **"City Loans"** means the loans from the City in the original principal amounts of One Million Eight Hundred and Fifty-Four Thousand Dollars (\$1,854,000).

(n) **"City Manager"** means the City Manager of the City.

(o) **"Closing"** means the date that the Deed of Trust is recorded against the Borrower's interest in the Property.

(p) **"Commencement of Construction"** has the meaning set forth in Section 3.3.

(q) **"Completion Date"** means the date that all of the following have occurred: (1) a temporary or final certificate of occupancy, or equivalent document is issued by the City to certify Completion of the Construction of the Development; (2) the final disbursement of HOME funds for the Development has been made; (3) the City has verified the Development complies with the property standards set forth in 24 CFR 92.251 and all other requirements in Subpart F of the HOME Regulations; and (4) all project completion information has been entered by the City into the Integrated Disbursement and Information System (IDIS).

City shall process completion information promptly after receiving complete information from the Borrower.

(r) **"Completion of Construction"** has the meaning set forth in Section 3.4.

(s) **"Control"** means (1) direct or indirect management or control of the managing member or members in the case of a limited liability company; (2) direct or indirect management or control of a general partner or general partners in the case of a partnership; and (3) direct or indirect control of a majority of the directors in the case of a corporation

(t) **"Deed of Trust"** means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, dated as of [May 1, 2022], among Borrower, as trustor, Commonwealth Land Title Company as trustee, and the City, as beneficiary, that will encumber the Borrower's interest in the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(u) **"Default Rate"** has the meaning set forth in Section 5.2(a)(4).

(v) **"Development Fee"** has the meaning set forth in Section 4.6 of the AHDDL.A.

(w) **"Development"** has the meaning set forth in Recital C.

(x) **"Escrow"** means the escrow account established by the Borrower for the closing of Development financing with Commonwealth Land Title Company at its office located at 888 South Figueroa Street, Suite 2100, Los Angeles, CA 90017, or another escrow company satisfactory to the City.

(y) **"Event of Default"** has the meaning set forth in Section 5.1.

(z) **"Final Cost Certification"** has the meaning set forth in Section 4.2(b).

(aa) **"Gross Revenue"** means for each calendar year, all revenue, income, receipts, and other consideration actually received by Borrower from operation and leasing of the Development. Gross Revenue includes, but is not limited to: (i) all rents, fees and charges paid by tenants, payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income to Borrower; (ii) the proceeds of business interruption or similar insurance; (iii) the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development (or applied toward the cost of recovering such proceeds); (iv) condemnation awards for a taking of part or all of the Development for a temporary period. Gross Revenue shall exclude tenants' security deposits, loan proceeds, capital contributions or other similar advances.

(bb) **"Hazardous Materials"** has the meaning set forth in Section 4.8.

(cc) **"Hazardous Materials Claims"** has the meaning set forth in Section 4.8.

(dd) **"Hazardous Materials Law"** has the meaning set forth in Section 4.8.

(ee) **"HOME"** means the HOME Investment Partnerships Act Program pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12705 et seq.), as amended.

(ff) **"HOME-Assisted Units"** has the meaning set forth in Recital E.

(gg) **"HOME Funds"** has the meaning set forth in Recital B.

(hh) **"HOME Percentage"** means the pro-rata percentage of the Lenders' Share of Residual Receipts, resulting from dividing the \$1,854,000 amount of the Loan disbursed to Borrower in accordance with this Agreement, by the sum of principal amounts of the Loan in the amount of \$1,854,000, and the Ventura County loan in the amount of \$380,000.

(ii) **"HOME Reporting Term"** means the period beginning on the date of this Agreement and ending on the twentieth (20th) anniversary of the Completion Date, unless sooner terminated in accordance with this Agreement.

(jj) **"HOME Loan Term"** means the period beginning on the date of this Agreement and ending on the fifty-fifth (55th) anniversary of the Completion Date, unless sooner terminated in accordance with this Agreement.

(kk) **"HOME Regulations"** has the meaning set forth in Recital B.

(ll) **"HUD"** has the meaning set forth in Recital B.

(mm) **"Improvements"** has the meaning set forth in Recital C.

(nn) **"Investor Limited Partner"** means the limited partner, and its successors and assigns, admitted to the Borrower in connection with the allocation of low-income housing tax credits to the Development, which admission will occur concurrently with closing of construction financing for development of the Improvements.

(oo) **"Lenders' Share of Residual Receipts"** means fifty percent (50%) of the Residual Receipts.

(pp) **"Loan"** has the meaning set forth in Recital D.

(qq) **"Loan Documents"** means this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.

(rr) **"Marketing Plan"** has the meaning set forth in Section 3.13.

(ss) **"NEPA"** has the meaning set forth in Recital F.

(tt) **"Note"** means the promissory note, dated as of [May 1, 2022], that evidences Borrower's obligation to repay the Loan.

(uu) **"Notice of Completion"** means the Notice of Completion executed by Borrower in the form specified in California Civil Code Section 8182.

(vv) **"Partnership Agreement"** means the Agreement of Limited Partnership executed by the partners of Borrower, to be amended and restated upon admittance of the Investor Limited Partner as a limited partner to the partnership, and as may be further amended from time to time.

(ww) **"Permitted Transfer"** has the meaning set forth in Section 4.13(c).

(xx) **"Property"** has the meaning set forth in Recital C.

(yy) **"Regulatory Agreement"** means the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of [May 1, 2022], between the City and Borrower related to the Loan, to be recorded against the Borrower's interest in the Property.

(zz) **"Residual Receipts"** in a particular calendar year shall mean the amount by which Gross Revenue exceeds Annual Operating Expenses.

(aaa) **"Schedule of Performance"** means the schedule for performance as set forth in the AHDDLA.

(bbb) **"Senior Lender"** means any lender, its successors and assigns, making a loan under the Approved Financing, except for the County of Ventura and the City of Oxnard.

(ccc) **"Senior Lien"** has the meaning set forth in Section 2.4.

(ddd) **"TCAC"** means the California Tax Credit Allocation Committee.

(eee) **"Tenant"** means the tenant household that occupies a unit in the Development.

(fff) **"Transfer"** has the meaning set forth in Section 4.13.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property

ARTICLE 2. LOAN PROVISIONS

Section 2.1 Loan.

Subject to the satisfaction of the conditions set forth in this Article, the City shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

Section 2.2 Interest.

Simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of simple interest at three percent (3%) commencing on the date of each disbursement.

Section 2.3 Use of Loan Funds.

(a) Borrower shall use the Loan funds to pay for the predevelopment activities and construction costs for the Development as set forth in the Approved Financing Plan and consistent with 24 C.F.R. Section 301(b). Borrower shall not use the Loan funds for any other purpose without the prior written consent of the City. Borrower agrees and acknowledges that no portion of the Loan funds may be used to assist any portion of the Development not restricted for occupancy by low-income households.

(b) During the entire HOME Reporting Term, the Borrower shall comply with the applicable HOME Regulations, the Regulatory Agreement, and this Agreement in the use of the Loan funds

Section 2.4 Security. The Deed of Trust will secure the Loan. At the Closing, the Deed of Trust shall be recorded against the Borrower's interest in the Property. Borrower shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and causing or permitting it to be recorded as a lien against the interest in the Property in lien position junior to the City's regulatory agreement related to a density bonus for the Development, liens and regulatory agreements related to the loans made by Senior Lenders and a regulatory agreement recorded by the County of Ventura and such other exceptions reasonably authorized by the City Manager (each, a "**Senior Lien**") provided the conditions in Section 2.8 are met. Borrower shall also cause or permit the Regulatory Agreement to be recorded against the interest in the Property, in a lien position junior to each Senior Lien provided the conditions in Section 2.8 are met.

Section 2.5 Conditions Precedent to Disbursement of Loan Funds.

(a) The City shall disburse all the Loan proceeds at Closing; provided that the City shall not be obligated to make any disbursements of Loan funds or take any other action under the Loan Documents unless the following conditions precedent are satisfied prior disbursement of Loan funds:

(1) The conditions in Article 2 and Section 3.3 of the AHDDLA have been met;

(2) The Borrower has caused to be executed and delivered to the City all Loan Documents and any other instruments, and policies required under the Loan Documents;

(3) The Deed of Trust and the Regulatory Agreement will be recorded against the Property in the Office of the Recorder of the County of Ventura through the Closing of Escrow as liens subject only to each Senior Lien; and

(4) A title insurer reasonably acceptable to the City Manager is unconditionally and irrevocably committed to issuing a 2006 ALTA Lender's Policy of insurance

insuring the lien priority of the Deed of Trust in the amount of the Loan, subject only each Senior Lien and such exceptions and exclusions as may be reasonably acceptable to the City and containing such endorsements as the City Manager may reasonably require.

(b) Notwithstanding any other provisions of this Agreement, the City shall have no further obligation to disburse any portion of the Loan to Borrower under this Agreement following: (i) termination of this Agreement; (ii) notification by the City to the Borrower of an Event of Default (excluding any Event of Default of the City) under terms of this Agreement until such time as the Event of Default has been cured.

Section 2.6 Repayment Schedule.

(a) Annual Payments. Commencing on the earlier of: (i) [July 1st] of the first year after the City's issuance of a Certificate of Completion for the Improvements, or (ii) [July 1, 2025] (unless such date is extended in writing by the City under the AHDDLA), and on July 1st of each year thereafter through the HOME Loan Term, Borrower shall make a Loan payment in an amount equal to the HOME Percentage of Lenders' Share of Residual Receipts for the previous calendar year (each, an "**Annual Payment**"). The Borrower shall provide the City with any documentation reasonably requested by the City to substantiate the Borrower's determination of Residual Receipts as further provided in the AHDDLA. The City shall apply all Annual Payments first, to accrued interest, and second, to principal. The Borrower may retain fifty percent (50%) of Residual Receipts.

(b) Special Repayment for Un-Leased HOME-Assisted Units. As required under 24 C.F.R. 92.252, if Borrower fails to lease any one of the HOME-Assisted Units within eighteen (18) months of the Completion of Construction of the Development, the Borrower shall repay to the City a proportionate share of the indebtedness of Borrower to the City under this Agreement and the Note attributable to each of the HOME-Assisted Units that has remained un-leased for the entire eighteen (18) month period, which amount shall be immediately due and payable.

(c) Payment in Full. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (1) the City's acceleration of the Note in accordance with Section 5.2 hereof; and (2) the expiration of the HOME Loan Term.

(d) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement will remain in effect for the entire HOME Reporting Term, and the Deed of Trust will remain in effect for the entire HOME Loan Term, regardless of any prepayment.

Section 2.7 Non-Recourse. Except as provided below, the Borrower shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the City with respect to the principal of, or interest on, the Note and defaults by the Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note and of all the rights and remedies of the City thereunder, or (b) be deemed in any way to impair the right of the City

to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower's obligation to indemnify the City under this Agreement, or liability for: (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Borrower's interest of the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Development.

Section 2.8 Subordination. The Deed of Trust shall be subordinated to each Senior Lien and to other liens approved by the City Manager securing financing set forth in the Approved Financing Plan, if any, but only on condition that all of the following conditions are satisfied:

(a) All of the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide construction and/or permanent financing for the Development.

(b) The subordination agreement(s) must be structured to minimize the risk that the Deed of Trust would be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Senior Lien. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by the Borrower, including: (i) providing the City or its successor with copies of any notices of default at the same time and in the same manner as provided to the Borrower; and (ii) providing the City with a cure period to cure any default.

(c) The subordination(s) described in this section may be effective only during the original term of the Senior Lien and any refinancing of the Senior Lien.

ARTICLE 3. CONSTRUCTION OF THE IMPROVEMENTS

Section 3.1 Schedule of Performance.

Borrower shall perform the tasks described in the Schedule of Performance no later than the dates set forth in the Schedule of Performance, subject to Section 6.14, and as may be modified from time to time as provided in the AHDDL.

Section 3.2 Permits and Approvals.

The Improvements shall be developed substantially in accordance the terms and conditions of the land use permits and approvals and building permits for the Development, including any variances granted. Borrower shall construct the Development in conformance with

the plans and specifications approved by the City pursuant to the AHDDLA. Any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications, shall be approved by the City.

Section 3.3 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development no later than the date set forth in the Schedule of Performance, which in no event shall be any later than twelve (12) months from the Effective Date. For the purposes of this Agreement, "**Commencement of Construction**" means the date set for the start of construction of the Development in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.4 Completion of Construction.

The Borrower shall diligently prosecute to completion the construction of the Development no later than the date set forth in the Schedule of Performance. Borrower shall record a Notice of Completion within ten (10) days of Completion of Construction of the Development and provide the City a copy of the recorded Notice of Completion. The City shall provide the Borrower the Certificate of Completion as provided in the AHDDLA.

Section 3.5 Compliance with Applicable Laws.

(a) Compliance with Laws. To the extent applicable, Borrower shall cause all work performed in connection with the Development to be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter including without limitation and to the extent applicable, (1) the property standards set out in 24 C.F.R. 5.701 et seq. and 24 C.F.R. 92.251 or adopted by the City in conformance therewith; and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work will proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower shall be responsible to the agency for the procurement and maintenance thereof, as may be required of Borrower and all entities engaged in work on the Development.

(b) Prevailing Wages.

(1) This Agreement has been prepared with the intention that the financial assistance provided by the City under this Agreement meets the exception set forth in Labor Code Section 1720(c)(5)(E) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds. However, to the extent another funding source for the Development or a future court decision or a Department of Industrial Relations determination requires the payment of prevailing wages on the Development and related requirements under the Labor Code, then the Borrower shall pay prevailing wages on the Development and meet other related requirements under the Labor Code in the construction of the Development.

(2) Without limiting the generality of the indemnification set forth in Section 6.3 below, the Borrower shall indemnify, to the extent not prohibited by applicable law, the City, its councilmembers, commissioners, officials, employees and agents, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Borrower, or its contractors or subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., and prevailing wage requirements of the federal Davis-Bacon Act (40 USC 3141-3148), to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the performance of the development activities or any other work undertaken or in connection with the Property. The requirements in this subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

(c) Section 3 Training Opportunities. The prime contractor and all subcontractors shall be required to comply with the Section 3 Training Opportunities set forth in Section 4.7(b)(10)(C) of this Agreement.

(d) Accessibility Requirements. The Borrower shall construct the Development to comply with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990, Title 24 of the California Code of Regulations and the Uniform Federal Accessibility Standards ("UFAS"). In compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), a minimum of four (4) Units, representing five percent (5%) of the Units in the Development, shall be constructed to be readily accessible and usable by households with a mobility impaired member and a minimum of two (2) Units, representing two percent (2%) of the Units in the Development) shall be constructed and to be readily accessible and usable by households with a hearing or visually impaired member. All Units in the Development shall also be built to comply with the Uniform Federal Accessibility Standards under 49 C.F.R. 31528.

Section 3.6 Equal Opportunity.

(a) During the construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, gender identity, marital status, familial status, disability, national origin or ancestry, or source of income, in the hiring, firing, promoting or demoting of any person engaged in the construction work.

(b) In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. A faith-based organization that is a recipient or subrecipient of HOME funds is eligible to use such funds as provided under the federal regulations without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression

of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a HOME program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(c) Nothing in this Section prohibits the Borrower from requiring HOME-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement.

Section 3.7 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Ventura County of bid opportunities for the construction of the Development. Documentation of such notifications must be maintained by Borrower and available to the City as requested.

Section 3.8 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Development will take place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the City, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Development.

Section 3.9 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the City or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section or obtain a surety bond, then in addition to any other right or remedy, the City may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the City may require Borrower to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or Notice of Completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the City, but the City has no obligation, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Development.

Section 3.10 Inspections.

(a) The Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the Development by the City and by public authorities during reasonable business hours upon forty-eight (48) hours' written notice for the purposes of determining compliance with this Agreement, provided, however, that nothing in this Agreement shall entitle the City to enter an occupied unit in the Development without notice to the tenant thereof, which the Borrower shall deliver on behalf of the City, and permission from such tenant to the extent such permission is required by law. Such inspections do not relieve the Borrower, or its contractors, from any applicable requirement to obtain other City inspections in connection with the construction of the Improvements.

(b) After the completion of an inspection the City shall deliver a copy of the inspection report to the Borrower. If the City determines as a result of such inspection that there are any life-threatening health and safety related deficiencies, Borrower has the obligation to correct such deficiencies immediately, in accordance with 24 C.F.R. 92.251. If the City determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development, the Borrower shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible. In addition, the Borrower acknowledges that the City may re-inspect the Development to verify all deficiencies have been corrected or rely on third party documentation submitted by the Borrower for non-hazardous deficiencies in conformance with 24 C.F.R. 92.504(d).

Section 3.11 Approved Financing Plan.

As of the date of this Agreement, the City has approved the Approved Financing Plan pursuant to the AHDDL, and which may amend from time to time as provided in the AHDDL.

Section 3.12 Development Fee. The maximum development fee to be paid to the Borrower (or any other organization or entity, including any entity Controlled by the Borrower)

for development and construction management services shall be in the amount approved by the City in the AHDDLA as it may be revised from time to time. Except for the Development Fee, compensation paid under the construction contract for the Improvements, and the fees set forth in Section 4.3(c)(i) of the AHDDLA, no compensation from any source shall be received by or be payable to the Borrower, any entity Controlled by the Borrower or any general partner of Borrower in connection with the provision of development and construction management services for the construction of the Improvements

Section 3.13 Marketing Plan.

(a) No later than six (6) months prior to the projected date of the Completion of Construction of the Improvements, Borrower shall submit to the City for approval its plan for marketing the Development to income-eligible households as required pursuant to the Regulatory Agreement, including information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a) (the "**Marketing Plan**").

(b) Upon receipt of the Marketing Plan, the City will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) business days after submission. If the Marketing Plan is not approved, Borrower shall submit a revised Marketing Plan within fifteen (15) business days. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the City.

(c) If after five (5) months after the Completion of Construction any HOME-Assisted Unit remains unoccupied, the Borrower shall submit a detailed report of the ongoing marketing efforts, and if deemed appropriate by the City, any necessary amendments or updates to the Marketing Plan aimed at ensuring any unoccupied HOME-Assisted Unit is promptly leased. If any of the HOME-Assisted Units remain unoccupied eleven (11) months after the Completion of Construction, the Borrower shall submit a detailed report of the ongoing marketing efforts and submit to the City an update to the Marketing Plan. Failure to lease all of the HOME-Assisted Units to an eligible tenant within eighteen (18) months of Completion of Construction shall trigger the special repayment pursuant to Section 2.6(b).

ARTICLE 4. LOAN REQUIREMENTS

Section 4.1 HOME Match and Per Unit Subsidy Requirement.

(a) The Borrower shall ensure that the Loan is matched with a minimum of Four Hundred Thousand Dollars (\$400,000) in other, non-federal sources, pursuant to and eligible under applicable HOME regulations, to be used to fund the construction of the Development.

(b) The total amount of the Loan may not exceed the maximum per unit subsidy for HOME-Assisted Units amount established under 24 C.F.R. §92.250. The City has determined that the applicable maximum per unit subsidy applicable to the Development at the time of this Agreement is: (1) Two Hundred Thirteen Thousand Seven Hundred Eighteen Dollars (\$213,718.00) for a two-bedroom unit, and (2) Two Hundred Seventy-Six Thousand Four Hundred Eighty-Two Dollars (\$276,482.00) for a three-bedroom unit.

Section 4.2 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following Completion of Construction of the Development, Borrower shall provide to the City a financial accounting of all sources and uses of funds for the Development. No later than one hundred fifty (150) days following Completion of Construction of the Development, or such other period as may be allowed by TCAC for a similar requirement, Borrower shall submit to the City a copy of the cost certification report prepared by the Borrower's accountant and submitted to TCAC showing the sources and uses of all funds utilized for the Development Improvements

(b) This requirement may be satisfied by providing the Final Cost Certification to the City. "**Final Cost Certification**" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that: (1) Borrower submits to TCAC; and (2) has been prepared using generally accepted accounting procedures in effect in the United States from time to time, consistently applied.

Section 4.3 Annual Operating Budget.

At the beginning of each year of the HOME Loan Term, Borrower shall provide to the City an annual budget for the operation of the Development.

Section 4.4 Information.

Borrower shall provide any information related to the Development reasonably requested by the City in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 4.5 Records.

(a) Borrower shall keep and maintain at the Development, or at the corporate offices of the Borrower's general partner, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts, and disbursements of Residual Receipts. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement. All applicable financial documents are to be kept and maintained in accordance with generally accepted accounting principles consistently applied. All such books, records, and accounts shall at reasonable times be open to and available for inspection and copying by HUD, the City, its auditors or other authorized representatives at reasonable intervals during normal business hours and forty-eight (48) hours' prior written notice to Borrower. Borrower shall preserve such records for a period of not less than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements. Copies of all tax returns and other reports that Borrower may be required to furnish to any governmental agency are to be open for inspection by the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. The records are to include

all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in such a form as to allow the City to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken with the use of the Loan funds;

(2) Records demonstrating compliance with City and HUD property standards and lead-based paint requirements, including, as applicable, the Uniform Physical Conditions Standards established by HUD pursuant to 24 C.F.R. 5.703;

(3) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(4) Financial records as required by 24 C.F.R. 92.505, and Uniform Grant Guidance (2 C.F.R. Part 200);

(5) Records demonstrating compliance with the Tenant Selection Plan requirements pursuant to 24 C.F.R. 92.253(d), and HOME affordability and income requirements;

(6) Records demonstrating compliance with MBE/WBE requirements;

(7) Records demonstrating compliance with 24 C.F.R. Part 75 which implements Section 3 of the Housing Development Act of 1968;

(8) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(9) Records demonstrating compliance with applicable labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(10) Records demonstrating compliance with 24 C.F.R. 8.20.

(b) The City shall notify Borrower of any records it deems insufficient. Borrower has thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

Section 4.6 City Audits.

Each year, Borrower shall provide the City with a copy of Borrower's annual audit, which shall include information on all of Borrower's activities (if any) and not just those pertaining to the Development. In addition, the City or any designated agent or employee of the City at any time shall be entitled to audit all of Borrower's books, records, and accounts pertaining thereto and the

Borrower and the Borrower's general partners shall submit all other financial information pertaining to the Development as is reasonably requested by the City or determined by the City as necessary for compliance with the requirements of 24 C.F.R. 504(d). Borrower shall also follow audit requirements of the Single Audit Act and Uniform Grant Guidance (UGG) 2 C.F.R. Part 200. Such audit shall be conducted during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit by the City, the City shall deliver a copy of the results of such audit to Borrower.

Section 4.7 HOME Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Loan funds as set forth in 24 C.F.R. Part 92, including the requirements of the Regulatory Agreement during the HOME Reporting Term. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern. During the HOME Reporting Term, these requirements are federal requirements, implemented by the City.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following:

(1) Eligible Project Costs. Restrictions on funding only eligible project costs as defined under 24 C.F.R. 92.206 (subject to Section 2.3 above).

(2) Environmental and Historic Preservation. 24 C.F.R. Part 50 and 24 C.F.R. Part 58, which prescribe procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(3) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24.

(4) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608, Executive Order 13672 concerning gender identity.

(5) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35 and 24 C.F.R. 92.355.

(6) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. If and to the extent applicable, Borrower shall prepare and submit a relocation plan to the City for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the City), and hold harmless the City against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development.

(7) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Uniform Federal Accessibility Standards (24 C.F.R. 8.20, et seq. 8.51) and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.

(8) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(9) Uniform Administrative Requirements. The provisions of 2 C.F.R. 200 regarding Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards.

(10) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u) and implementing Regulations at 24 C.F.R. 75 ("**Section 3**").

(A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 1701(u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. 135 *et seq.*, which implement Section 3. As evidenced by their

execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(C) Pursuant to Section 3, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations Borrower shall ensure:

(i) that employment and training opportunities arising in connection with the Development are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 workers residing within the service area or the neighborhood of the project, and (ii) participants in YouthBuild programs; and

(ii) that contracts for work awarded in connection with the Development are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the Development, and (ii) participants in YouthBuild programs.

(D) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(E) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. 135 *et seq.*, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. 135 *et seq.* The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. 135 *et seq.*

(F) The contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. 135 *et seq.* require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. 135 *et seq.*

(G) Borrower will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has

followed the prioritization of effort set forth in subsection (C) above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.23(b).

(H) Borrower shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows the City to comply with the reporting requirements of 24 C.F.R. 75.25.

(I) Borrower shall require all contractors and subcontractors performing work on the Development to comply with the Section 3 requirements.

(J) Noncompliance with HUD's regulations in 24 C.F.R. 135 *et seq.* may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(11) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(12) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(13) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87.

(14) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the City. Borrower shall not alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(15) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "**Flood Act**"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance

provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(16) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOME funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257.

(17) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

(18) Physical Needs Assessment. During the HOME Reporting Term, the Borrower shall conduct, or caused to be conducted, a physical needs assessment on the Development once every five (5) years from the date that the Construction of the Development is completed. The Borrower shall comply with all HUD requirements for conducting and documenting the physical needs assessment and shall provide the City with a copy of all documentation related to each physical needs assessment conducted, or caused to be conducted, by the Borrower.

(19) VAWA Requirements. The requirements of the Violence Against Women Act at 24 C.F.R. part 5, subpart L. The owner of HOME-assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-assisted unit.

Section 4.8 Hazardous Materials.

(a) Borrower shall keep and maintain the Property in compliance with, and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Borrower may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "**Hazardous Materials**") except such of the

foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the City in writing if at any time it receives written notice of: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("**Hazardous Materials Law**"); (2) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (1) and (2) above are hereinafter referred to as "**Hazardous Materials Claims**"); and (3) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The City has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower, provided that no such payment of attorney's fees will be required if the Hazardous Materials Claims arise as a result of the activities of the City. Borrower shall indemnify and hold harmless the City and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans and (3) all reasonable costs and expenses incurred by the City in connection with clauses (1) and (2), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (A) losses attributable to diminution in the value of the Property; (B) loss or restriction of use of rentable space on the Property; (C) adverse effect on the marketing of any rental space on the Property; and (D) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

(d) Without the City's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims.

Section 4.9 Maintenance and Damage.

The Borrower hereby agrees that, prior to completion of the Improvements, the portions of the Property undergoing construction shall be maintained in a neat and orderly condition to

the extent practicable and in accordance with industry health and safety standards, and that, once the Improvements are completed, the Development shall be well maintained by the Borrower as to both external and internal appearance of the Improvements, the common areas, and the open spaces. The Borrower shall maintain the Development in good repair and working order, and in a neat, clean and orderly condition, including the walkways, driveways, alleyways and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements.

Section 4.10 Fees and Taxes.

The Borrower shall apply for and shall thereafter use good faith efforts to obtain an exemption from local property taxes pursuant to Section 214(g) of the California Revenue and Taxation Code. The Borrower shall pay all unabated real property taxes on the Development, personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or the Borrower's fee interest in the Property; provided, however, that the Borrower shall have the right to contest in good faith any such taxes, assessments, or charges. In the event the Borrower exercises its right to contest any tax, assessment, or charge against it, the Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 4.11 Operation of Development as Affordable Housing.

(a) Promptly after completion of construction and for the HOME Reporting Term, Borrower shall operate the Development as an affordable housing development consistent with: (1) HUD's requirements for use of the HOME Funds; (2) the Regulatory Agreement; and (3) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the City Loan, and low-income housing tax credits provided by TCAC.

(b) Before leasing any HOME-Assisted Unit in the Development, Borrower shall submit its proposed form of lease agreement for the City's review and approval. The lease must not contain any provision which is prohibited by 24 C.F.R. 92.253(b) and any modifications thereto. The initial term of the lease for any HOME-Assisted Unit in the Development will be for no less than one (1) year, except by mutual agreement between Borrower and the Tenant. Any Borrower termination of a lease agreement for any HOME-Assisted Unit in the Development or refusal to renew must be in conformance with 24 C.F.R. 92.253(c), and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

(c) Before leasing any HOME-Assisted Unit in the Development, Borrower shall provide the City, for its review and approval, with Borrower's written tenant selection plan (the "**Tenant Selection Plan**"), which plan shall be in compliance with the requirements of 24 C.F.R. 92.253(d), and the Marketing Plan.

(d) Borrower shall evaluate the income eligibility of each Tenant household in a HOME-Assisted Unit within sixty (60) days before the household's expected occupancy of one

of the HOME-Assisted Units. For all HOME-Assisted Units, Borrower shall certify or cause the property manager to certify each tenant household's income on an annual basis.

(e) Borrower shall maintain all documents setting forth the household income of each household occupying a HOME-Assisted Unit, and the total amount for rent, utilities, and related services charged to each household occupying a HOME-Assisted Unit, as prescribed by the Regulatory Agreement and all other recorded regulatory restrictions.

Section 4.12 Nondiscrimination.

Borrower herein covenants by and for itself, its heirs, executors, administrators, successors and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower 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 Property. Borrower shall comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The foregoing covenant will run with the land.

Section 4.13 Transfer.

(a) Definition. For purposes of this Agreement, "**Transfer**" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement; and/or (2) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of a Unit in the Development to an occupant in compliance with the Regulatory Agreement, and the leasing of any unrestricted units. The City Manager is authorized to execute assignment and assumption agreements on behalf of the City to implement any approved Transfer.

(b) Prohibition. Except as expressly permitted in this Agreement, the Borrower represents and agrees that the Borrower shall not make or create, or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the City.

(1) The limitations on Transfers set forth in this Section shall apply throughout the HOME Loan Term.

(2) Any Transfer made in contravention of this Section shall be void and shall be deemed to be a default under this Agreement whether or not the Borrower knew of or participated in such Transfer.

(c) Permitted Transfers. Notwithstanding the foregoing, the following permitted Transfers shall be permitted and are hereby approved by the City (each a "**Permitted Transfer**"):

- (1) Any Transfer permitted pursuant to the Approved Financing Plan.
- (2) Any Transfer directly resulting from the foreclosure of a lien of loan set forth in the Approved Financing Plan or the granting of a deed in lieu of foreclosure of a lien of a loan set forth in the Approved Financing Plan.
- (3) Any Transfer of stock or equity in any party that does not change management or operational Control of the Borrower, with no material change in beneficial ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax.
- (4) The lease of residential units in the Development consistent with this Agreement and the Regulatory Agreement.
- (5) The admission of the Investor Limited Partner as a limited partner of the Borrower for the purposes of syndicating the low-income housing tax credits to obtain the tax credit equity, and the transfer and sale of limited partnership interests in Borrower while the Borrower is in the form of a limited partnership.
- (6) In the event that any general partner of the Borrower, while the Borrower is in the form of a limited partnership, is removed by the Investor Limited Partner for cause following default under the Partnership Agreement, the Transfer of any general partner interest to a 501(c)(3) tax exempt nonprofit corporation or Affiliate selected by the Investor Limited Partner and approved by the City, which approval shall not be withheld unreasonably, delayed or conditioned.
- (7) The grant and exercise of a right of first refusal in connection with the tax credit syndication of the Property.
- (8) The Transfer of the Development from Borrower, while the Borrower is in the form of a limited partnership, to one or more of the general partners of the Borrower or their Affiliates at the end of the tax credit compliance period for the Development.
- (9) Any dilution of a general partner's interest in the Borrower while the Borrower is in the form of a limited partnership, in accordance with the Borrower's limited partnership agreement.

Section 4.14 Insurance Requirements.

Borrower shall maintain the following insurance coverage throughout the HOME Loan Term as set forth in Section 6.9 of AHDDL A.

Section 4.15 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

Section 4.16 Affordability and Project Monitoring.

(a) Throughout the HOME Reporting Term, the Borrower shall comply with all applicable record keeping and monitoring requirements set forth in (24 C.F.R. Section 92.508) of the HOME Regulations and shall annually complete and submit to the City income and rent certifications for the HOME-Assisted Units in a format reasonable acceptable to the City, which acceptable format shall include the report of such information delivered to TCAC

(b) Representatives of the City (and HUD or its authorized representatives) shall be entitled to enter the Property upon at least forty-eight (48) hours' notice at reasonable times to monitor compliance with this Agreement, to inspect the records of the Development with respect to the HOME-Assisted Units, and to conduct an independent audit of such records. The Borrower agrees to cooperate with the City in making the Property available for such inspection. If for any reason the City is unable to obtain the Borrower's consent to such an inspection, the Borrower understands and agrees that the City may obtain, at the Borrower's expense, an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. The Borrower agrees to maintain records in a business-like manner and to make such records available to the City upon forty-eight (48) hours' notice at reasonable times. Unless the City otherwise approves, such records shall be maintained for the most recent five years until five years after the expiration of the HOME Reporting Term.

(c) Throughout the HOME Loan Term, the Borrower grants the City inspection rights as set forth in Section 3.10 above, and throughout the HOME Reporting Term, Borrower shall make best efforts to allow the City to comply with all applicable physical

monitoring requirements set forth in (24 C.F.R. Section 92.504(d) and 24 C.F.R. 92.251) of the HOME Regulations.

ARTICLE 5. DEFAULT AND REMEDIES

Section 5.1 Events of Default.

(a) Subject to Section 6.14, each of the following constitutes an "**Event of Default**" by Borrower under this Agreement:

(1) Failure to Construct. Failure of Borrower to obtain permits, commence, and prosecute to completion, construction of the Development within the times set forth in the Schedule of Performance, subject to extensions for reasons of force majeure under Section 6.14.

(2) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) days of when such payment is due pursuant to the Loan Documents.

(3) Failure to Comply with the Management Plan. Failure to comply with the Management Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Borrower, which notice provides reasonable detail of the default and the required cure for such default.

(4) Failure to Comply with the Marketing Plan. Failure to comply with the Marketing Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Borrower, which notice provides reasonable detail of the default and the required cure for such default.

(5) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and Borrower fails to cure such default within forty-five (45) days after receipt of written notice thereof from the City to Borrower, if Borrower is incapable of curing a default within such forty-five (45) day period, the City will give the Borrower one hundred twenty (120) days to cure such default provided Borrower has commenced to cure within such forty-five (45) day period and is diligently proceeding to cure such default through the end of such period; provided, however, that if a different period or notice requirement is specified under any other section of this Article 5, the specific provisions shall control.

(6) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(7) Insolvency. A court having jurisdiction makes or enters any decree or order: (1) adjudging Borrower to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United

States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (4) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (1) to (4), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (5) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

(8) Assignment; Attachment. Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

(9) Suspension; Termination. Borrower or its general partner shall have: (1) the operation of their business voluntarily or involuntarily suspended by the State of California, (2) voluntarily stopped or terminated the operation of their business; (3) the Borrower shall have the operation of the partnership voluntarily or involuntarily dissolved, suspended or terminated by the State of California.

(10) Unauthorized Transfer. Any Transfer other than as permitted pursuant other than a permitted under this Agreement.

(11) Failure to Timely Lease. Failure of Borrower to lease all of the HOME-Assisted Units within eighteen (18) months of the Completion of Construction of the Development unless Borrower makes the repayment required under Section 2.6(b) above.

(12) Applicability to General Partners. The occurrence of any of the events set forth in subsection (7), subsection (8), or subsection (9) in relation to any of the Borrower's general partners.

Section 5.2 Remedies.

(a) Upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the City: (1) is relieved of any obligation to make or continue the Loan; and (2) has the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(1) Acceleration of Note. The City may cause all indebtedness of Borrower to the City under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The City may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the City as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the City on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the City in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(2) Specific Performance. The City has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(3) Termination. The City has the right to terminate this Agreement and, at its sole option, to seek any remedies at law or equity available hereunder.

(4) Right to Cure at Borrower's Expense. The City shall have the right to cure any monetary default by the Borrower under a loan in connection with the Development. The Borrower agrees to reimburse the City for any funds advanced by the City to cure a monetary default by the Borrower upon demand therefor, together with interest thereon at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law (the "**Default Rate**") from the date of expenditure until the date of reimbursement.

Section 5.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

Section 5.4 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Agreement, or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy will be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 5.5 Limited Partner Cure Rights.

In addition to the provisions of Section 6.19 below, the City agrees to provide any limited partner of Borrower who has requested written notice from the City, a duplicate copy of all notices of default that the City may give to or serve in writing upon Borrower pursuant to the terms of the Loan Documents, at the address provided to the City, provided, the City shall have no liability to the Investor Limited Partner for its failure to do so. The Investor Limited Partner shall have the right, but not the obligation, to cure any Event of Default of Borrower set forth in such notice, during any applicable cure period described in the Loan Documents, and the City will accept tender of such cure as if delivered by Borrower. If the Investor Limited Partner is unable to cure a default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Investor Limited Partner is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the Default, the cure period will be extended for such reasonable time as is necessary for the Investor Limited Partner to effect a cure of the Default, but in no event longer than sixty (60) days after the date of receipt by the Investor Limited Partner of written notice of the default.

ARTICLE 6.
GENERAL PROVISIONS

Section 6.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regard to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 6.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the City by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the lease of the Property, the construction or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 6.3 Indemnification.

The Borrower agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless the City and its authorized elected officials, officers, employees, agents and volunteers ("**Indemnities**") from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the City on account of any claim except where such indemnification is prohibited by law. The Borrower's indemnification obligation does not apply to the City's gross negligence or willful misconduct. This indemnification provision is not intended to and does not limit, negate, modify, nullify, or change the nonrecourse provisions of this Agreement or any other agreement, document, instrument, certificate or covenant executed by Borrower. The provisions of this Section will survive the expiration of the HOME Loan Term and the reconveyance of the Deed of Trust.

Section 6.4 Non-Liability of City Officials, Employees and Agents.

No council member, official, employee or agent of the City is personally liable to Borrower in the event of any default or breach by the City or for any amount that may become due to Borrower or its successor or on any obligation under the terms of this Agreement.

Section 6.5 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 6.6 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 6.6(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or financial benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 6.6(a) is followed.

(b) The conflict of interest provisions of Section 6.6(a) above applies to any person who is an employee, agent, consultant, officer of the City, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this Section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 92.356.

Section 6.7 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City:

City of Oxnard
435 South D Street
Attn: Emilio Ramirez

Borrower:

Etting Road, LP
702 Country Square Drive, Suite 200
Ventura, CA 93003

With copies to:

Goldfarb & Lipman, LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attn: Lynn Hutchins

And:

California Community Reinvestment Corporation
100 West Broadway, Suite 1000
Glendale, CA 91210
Attn: Aaron Smith

And:

Wells Fargo Bank, N.A.
333 South Grand Avenue, 9th Floor
Los Angeles, CA 90071
Attn: Jessica Gonzalez

And:

Community Lending & Investment
Wells Fargo Corporate & Investment Banking
420 Montgomery Street, 6th Floor
San Francisco, CA 94104
Attn: Terrence Cordero

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 6.8 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The City Manager is authorized to execute on behalf of the City amendments to the Loan Documents or amended and restated Loan Documents as long as any material change in the amount or terms of this Agreement is approved by the City Council.

Section 6.9 Action by City.

Except as may be otherwise specifically provided in this Agreement or another Loan Document, whenever any approval, notice, direction, finding, consent, request, waiver, or other

action by the City is required or permitted under this Agreement or another Loan Document, such action may be given, made, or taken by the City Manager, or by any person who shall have been designated in writing to the Borrower by the City, without further approval by the City Council. The City also authorizes the City Manager or his or her designee to execute the other Loan Documents, estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents and subordination agreements substantially consistent with the terms of Section 2.8 above. Any such action shall be in writing. The Borrower acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement) shall limit, waive, or otherwise impair the authority and discretion of: (i) the City's Community Development Department, in connection with the review and approval of the proposed construction plans for the Development (or any change to such plans), or any use, or proposed use, of the Property; (ii) the City's issuance of a building permit; or (iii) any other office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Development.

Section 6.10 Applicable Law and Venue.

This Agreement is governed by the laws of the State of California. Any action brought claiming a breach of this Agreement or interpreting this Agreement shall be brought in and venue shall be in Ventura County, California.

Section 6.11 Parties Bound.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto except that there shall be no Transfer of any interest by any of the Parties hereto except pursuant to the terms of this Agreement. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

Section 6.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 6.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 6.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war;

insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of god; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; supply chain delays; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather or soils conditions which, in the opinion of the Borrower' contractor, will necessitate delays; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental City or entity (other than the acts or failure to act of the City); or any other causes (other than the Borrower's inability to obtain financing for the Improvements) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) business days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) business days of receipt of the notice. Times of performance under this Agreement may also be extended in writing by the City and the Borrower. In no event shall the cumulative delays during the HOME Loan Term of this Agreement exceed one hundred eighty (180) days, unless otherwise agreed to by the Parties in writing. As allowed under Section 6.9 of this Agreement, the City Manager at the City Manager's reasonable discretion may extend the cumulative delay limit without need for additional City Council approval.

Section 6.15 Waivers.Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 6.16 Title of Parts and Sections.Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 6.17 Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the Parties with respect to the Loan.

Section 6.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 6.19 Limited Partner Rights.The City agrees to the following provisions for the benefit of the Borrower's Investor Limited Partner:

(a) The City will give the Investor Limited Partner a copy of any written notice that the City gives to Borrower under this Agreement and the other Loan Documents;

(b) The City will give the Investor Limited Partner ten (10) days after their receipt of such notice to cure a non-payment of any sum due under the Loan Documents;

(c) The City will give the Investor Limited Partner thirty (30) days after the Investor Limited Partner's receipt of such notice to cure any other default under this Agreement and other Loan Documents;

(d) If a default is incapable of being cured within thirty (30) days, the City will give the Investor Limited Partner sixty (60) days to cure such default provided the Investor Limited Partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period;

(e) If the Investor Limited Partner makes any such payment or otherwise cures such default, the City will accept such action as curing such Default as if such payment or cure were made by Borrower;

(f) The City will permit insurance and condemnation proceeds to be used to rebuild the Development provided that: (1) sufficient funds are provided from other sources to effectively rebuild the Development to a lawful multifamily housing complex, and (2) the City shall hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as the City may impose.

WHEREAS, this Agreement has been entered into by the undersigned as of the Effective Date.

BORROWER:

Etting Road LP, a California limited partnership

By: Etting Road LLC, a California limited liability company, its general partner

By: Cabrillo Economic Development Corporation, a California nonprofit public benefit corporation, its sole member and manager

By: _____
Margarita H. de Escontrias
Chief Executive Officer

[Signature Page Continues]

CITY:

CITY OF OXNARD

By: _____
Emilio Ramirez, Housing Director

APPROVED AS TO FORM:

By: _____
Stephen Fischer, City Attorney

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

A PORTION OF PARCEL H, SUBDIVISION 72 RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY, IN BOOK 3, MISCELLANEOUS RECORDS AT PAGE 14, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON PIPE SET IN THE SOUTHERLY LINE OF PLEASANT VALLEY ROAD DISTANT THEREON NORTH 59° 15' 30" EAST 250.73 FEET FROM A 4" X 4" POST SET AT THE MOST WESTERLY CORNER OF SAID PARCEL H; THENCE FROM SAID POINT OF BEGINNING.

1ST: NORTH 59° 15' 30" EAST 424.64 FEET ALONG THE SOUTHERLY LINE OF SAID PLEASANT VALLEY ROAD TO A 3/4 INCH IRON PIPE MARKED WITH A METAL TAG STAMPED SGB LS 1848; THENCE,

2ND: SOUTH 345.13 FEET TO A NAIL AND METAL TAG STAMPED SGB LS 1848 SET IN THE SOUTH SIDE OF A LARGE EUCALYPTUS TREE IN THE NORTH LINE OF ETING ROAD; THENCE ALONG SAID NORTH LINE.

3RD: WEST 365.00 FEET TO A 3/4 INCH IRON PIPE MARKED WITH A METAL TAG STAMPED SGB LS 1842; THENCE,

4TH: NORTH 128.2 FEET TO THE POINT OF BEGINNING, CONTAIN INGRESS AND EGRESS 1.972 ACRES.

APN: 225-0-014-020

April 6, 2022

Ms. Victoria Brady
Chief Financial Officer
Cabrillo Economic Development Corporation
702 County Square Drive, Suite #200
Ventura, CA 93003

Re: Preliminary Award of HOME Funds to the Affordable Housing Project,
2161 Etting Road, Oxnard, California 93033

Dear Ms. Brady:

On April 5, 2022, the City Council of Oxnard approved a preliminary award of HOME Investment Partnerships Program (HOME) funds in the amount of One Million Eight Hundred Fifty-Four Thousand Dollars (\$1,854,000) for 58-unit affordable housing apartment complex (Project) to be constructed at 2161 Etting Road, Oxnard, California 93033. At least eleven of these units will be affordable to low-income persons. The Borrower will be Etting Road LP, a California limited partnership, whose sole general partner is Etting Road LLC, a California limited liability company, whose sole member is Cabrillo Economic Development Corporation, a California nonprofit public benefit corporation. The funds will be reserved for the Project until June 30, 2024, for the purposes of completing the financing for the Project. The city must receive copies of firm commitments from all funding sources on or before this date.

The HOME funds will be provided to the Borrower in the form of a non-recourse loan (HOME Loan) in the original principal amount of at least One Million Eight Hundred Fifty-Four Thousand Dollars (\$1,854,000), with simple interest at three percent (3.00%) per annum from the date of disbursement. The term of the HOME Loan will be 55 years. HOME Loan payments will be payable exclusively from 50% of annual residual receipts (which will be allocated on a pro rata basis to repayment of the HOME Loan and any other loans to the Project payable from residual receipts).

To receive the HOME Loan funds, Borrower must execute City loan documents evidencing and securing the HOME Loan in forms to be approved by the City Manager. No more than 11 of the units in the Project will be designated as HOME units and the rents on those units will be restricted in conformance with the Federal regulations governing the HOME Program (24 CFR Part 92). The City Council has delegated to the City Manager all City approval rights over the HOME Loan documents.

The following are required in order to receive the HOME Loan fund:

1. Firm commitments from all financing sources in sufficient amounts to complete the Project;

2. The Project must meet all applicable requirements of the HOME Program (24 CFR Part 92);
3. Completion of environmental review required under the National Environmental Policy Act and authority to use federal funds by the U.S. Department of Housing and Urban Development (HUD. Note that no activity may occur at the site that would adversely affect or that would otherwise be choice limiting including the acquisition, demolition, construction or relocation of building or structure or otherwise making a physical change to the property (including moving dirt) until the authority to use federal funds has been provided;
4. Subsidy layering requirements have been met as defined by HUD;
5. A budget and schedule must be established, and Borrower must certify that construction is ready to begin within 12 months; and
6. Execution of City's HOME Loan documents.

When all funding sources are secured, City Housing Department staff will work diligently toward obtaining approval and execution of City loans by the City Manager.

If you have any questions, please call or email Emilio Ramirez at (805) 385-8096 or Emilio.ramirez@oxnard.org. Please acknowledge your consent to the foregoing terms and conditions by signing and returning a copy of this letter.

Sincerely,

Emilio Ramirez
Director, Housing Department

Cabrillo Economic Development Corporation, sole member and manager of Etting Road LLC, the general partner of the Borrower, Etting Road LP, hereby acknowledges and agrees to all the terms and conditions set forth in this letter.

By: _____
Victoria Brady, Chief Financial Officer